

DATED

22 December

2023

**LEASE**

relating to

**A Car Park within the Solar Campus, Leasowe Road,  
Wallasey, Wirral**

between

**WIRRAL BOROUGH COUNCIL**

and

**WEST WALLASEY CAR HIRE LIMITED**

Jill Travers  
Director of Law & Governance  
Wirral Borough Council  
P.O. Box 290  
Brighton Street  
Wallasey  
Wirral  
CH27 9FQ

Ref: DC/5805984

This Lease is dated

22 December

2023

## PARTIES

- (1) **WIRRAL BOROUGH COUNCIL** of PO Box 290 Brighton Street Wallasey Wirral CH27 9FQ (**Landlord**)
- (2) **WEST WALLASEY CAR HIRE LIMITED** incorporated and registered in England and Wales with company number 01172466 whose registered office is at Fleet House, 40 Cross Lane, Wallasey, England, CH45 8RH (**Tenant**)

## BACKGROUND

- (A) The Landlord is the freehold owner of the Property.
- (B) The Landlord has agreed to grant a lease of the Property to the Tenant on the terms set out in this Lease.

## AGREED TERMS

### 1. Interpretation

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

#### 1.1 Definitions:

**Annual Rent:** rent at the rate of £5,500.00 (Five thousand five hundred pounds) per annum.

**Authorised Person:** any:

- a) workers, contractors or agents of the Tenant; or
- b) person at the Property with the actual or implied authority of the Tenant or any person referred to in paragraph (a) of this definition.

**Break Date:** A date which is at least 3 months after service of the Break Notice.

**Break Notice:** Written notice to terminate this lease specifying the Break Date.

**CDM Regulations:** the Construction (Design and Management) Regulations 2015 (SI 2015/51).

**Contractual Term:** a term of years from and including the date of this lease to and including 21 December 2026 subject to earlier determination as provided for in this lease.

**Default Interest Rate:** 4% per annum above the Interest Rate.

**Insolvency Event:** subject to clause 1.15, any one or more of the following:

- a) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant or any guarantor;
- b) the making of an application for an administration order or the making of an administration order in relation to the Tenant or any guarantor;
- c) the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to the Tenant or any guarantor;
- d) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant or any guarantor;
- e) the commencement of a voluntary winding-up in respect of the Tenant or any guarantor, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies;
- f) the making of a petition for a winding-up order or a winding-up order in respect of the Tenant or any guarantor;
- g) the striking-off of the Tenant or any guarantor from the Register of Companies or the making of an application for the Tenant or any guarantor to be struck-off;
- h) the Tenant or any guarantor otherwise ceasing to exist (but excluding where the Tenant or any guarantor dies);
- i) the making of an application to court for, or obtaining, a moratorium under Part A1 of the Insolvency Act 1986 in relation to the Tenant or any guarantor or
- j) the levying of any execution or other such process on or against, or taking control or possession of, the whole or any part of the Tenant's assets.

**Interest Rate:** the base rate from time to time of Lloyds Bank PLC or, if that base rate stops being used or published, a comparable commercial rate specified by the Landlord (acting reasonably).

**Landlord's Neighbouring Property:** the freehold property owned by the Landlord adjacent to the Property registered as at the date of this lease under title number MS573782.

**LPA 1925:** Law of Property Act 1925.

**LTA 1927:** Landlord and Tenant Act 1927.

**LTA 1954:** Landlord and Tenant Act 1954.

**LTCA 1995:** Landlord and Tenant (Covenants) Act 1995.



**Permitted Use:** use as hardstanding for storage of roadworthy fully insured and taxed vehicles owned by the Tenant and used by it in connection with the Tenant's business and in accordance with the Planning Permission

**Planning Permission:** Reference number: APP/23/01570

Decision date: 22 December 2023

**Property:** the property described in Schedule 1.

**Property Plan:** the plan annexed to this lease.

**Rates and Taxes:** 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 (or a fair proportion of the total cost of those rates, taxes, impositions and outgoings if any are payable in respect of the Property together with any other property) but excluding any taxes:

- a) payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; or
- b) (except VAT) payable by the Landlord by reason of the receipt of any of the Rents due under this lease.

**Rents:** the rents set out in clause 2.2.

**Rent Commencement Date** the date of this lease.

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

**Reservations:** the rights excepted and reserved in paragraph 1 of Schedule 3.

**Rights:** the rights granted in paragraph 1 of Schedule 2.

**Service Media:** all media for the supply or removal of Utilities and all structures, machinery and equipment ancillary to those media.

**Signs:** signs, fascia, awnings, placards, boards, posters and advertisements.

**Term:** the Contractual Term.

**Termination Date:** the date on which this lease determines (however it determines).

**Third Party Rights:** the matters if any set out in Schedule 4.

**Utilities:** electricity, gas, water, sewage, air-conditioning, heating, energy, telecommunications, data and all other services and utilities.

**Utility Costs:** all costs in connection with the supply or removal of Utilities to or from the Property (or a fair proportion of the total cost if any of those costs are payable in respect of the Property together with any other property).

**VAT:** value added tax or any equivalent tax chargeable in the UK.

- 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 or collateral to it.

- 1.3 The Schedules form part of this lease and shall have effect as if set out in full in the body of this lease. Any reference to **this lease** includes the Schedules.
- 1.4 Unless the context otherwise requires, references to clauses and Schedules are to the clauses and Schedules of this lease and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.5 Clause, Schedule and paragraph headings shall not affect the interpretation of this lease.
- 1.6 A reference to:
- (a) the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease;
  - (b) the **Tenant** includes a reference to its successors in title and assigns; and
  - (c) a **Guarantor** is a reference to any guarantor of the tenant covenants of this lease including a guarantor who has entered into an authorised guarantee agreement.
- 1.7 In relation to any payment, a reference to a **fair proportion** is to a fair proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord.
- 1.8 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.9 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.10 The expressions **authorised guarantee agreement**, **landlord covenant** and **tenant covenant** (if used) each has the meaning given to it by the LTCA 1995.
- 1.11 Any obligation on the Tenant not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.12 References to:
- (a) the consent of the Landlord are to the consent of the Landlord given in accordance with clause 36.1;
  - (b) the approval of the Landlord are to the approval of the Landlord given in accordance with clause 36.3; and
  - (c) any consent or approval required from the Landlord shall be construed as also including a requirement to obtain the consent or approval of any mortgagee of the Landlord where such consent or approval is required under the terms of the mortgage. Except that nothing in this lease shall be construed as



imposing on any mortgagee any obligation (or indicating that such an obligation is imposed on any mortgagee by the terms of the mortgage) not unreasonably to refuse any such consent.

- 1.13 Unless the context otherwise requires, references to the **Property** and the **Landlord's Neighbouring Property** are to the whole and any part of them.
- 1.14 Unless the context otherwise requires, any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.15 For the purposes of the definition of **Insolvency Event**:
- (a) where any of the paragraphs in that definition apply in relation to:
    - (i) a partnership or limited partnership (as defined in the Partnership Act 1890 and the Limited Partnerships Act 1907 respectively), that paragraph shall apply subject to the modifications referred to in the Insolvent Partnerships Order 1994 (SI 1994/2421) (as amended); and
    - (ii) a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000), that paragraph shall apply subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (SI 2001/1090) (as amended); and
  - (b) **Insolvency Event** includes any analogous proceedings or events that may be taken pursuant to the legislation of another jurisdiction in relation to a tenant or guarantor incorporated or domiciled in such relevant jurisdiction.
- 1.16 A reference to **writing** or **written** excludes fax and email.
- 1.17 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.18 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England **OR** Wales.
- 1.19 Unless expressly provided otherwise in this lease, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.20 Unless expressly provided otherwise in this lease, a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.21 If any provision or part-provision of this lease is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this lease.

## **2. Grant**

2.1 The Landlord lets the Property to the Tenant:

- (a) for the Contractual Term;
- (b) together with the Rights;
- (c) excepting and reserving the Reservations; and
- (d) subject to the Third Party Rights.

2.2 The grant in clause 2.1 is made with the Tenant paying as rent to the Landlord:

- (a) the Annual Rent;
- (b) all interest payable under this lease;
- (c) all other sums payable under this lease; and
- (d) all VAT chargeable on the other rents set out in this clause 2.2.

## **3. Tenant covenants**

The Tenant covenants with the Landlord to observe and perform the tenant covenants of this lease during the Term or (if earlier) until the Tenant is released from the tenant covenants of this lease by virtue of the LTCA 1995.

## **4. Payment of Annual Rent**

The Tenant must pay the Annual Rent by four equal instalments in advance on or before the Rent Payment Dates except that:

- (a) the Tenant must pay the first instalment of Annual Rent on the Rent Commencement Date; and
- (b) that first instalment of Annual Rent shall be the proportion of the Annual Rent calculated on a daily basis for the period from and including the Rent Commencement Date to and including the day before the next Rent Payment Date after the Rent Commencement Date.

## **5. Payment method**

The Tenant must pay the Annual Rent and all other sums payable under this lease by:

- (a) electronic means from an account held in the name of the Tenant to the account notified from time to time to the Tenant by the Landlord; or
- (b) any other method that the Landlord reasonably requires from time to time and notifies to the Tenant.

**6. No set-off**

The Tenant must pay the Annual Rent and all other sums payable under this lease in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

**7. Interest**

7.1 If any of the Annual Rent or any other sum payable by the Tenant under this lease has not been paid by its due date (whether it has been formally demanded or not), the Tenant must pay to the Landlord interest on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on that amount on a daily basis for the period beginning on and including its due date to and including the date of payment.

7.2 If the Landlord does not demand or accept any of the Annual Rent or any other sum due from, or tendered by, the Tenant under this lease because the Landlord reasonably believes that the Tenant is in breach of any of the tenant covenants of this lease, then, when that amount is accepted by the Landlord, the Tenant must pay to the Landlord interest on that amount at the Interest Rate. Such interest shall accrue on that amount on a daily basis for the period beginning on and including its due date to and including the date it is accepted by the Landlord.

**8. Rates and Taxes**

8.1 The Tenant must pay all Rates and Taxes.

8.2 The Tenant must 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 Landlord.

8.3 If, after the Termination Date, the Landlord loses rating relief (or any similar relief or exemption) because it has been allowed to the Tenant, the Tenant must pay the Landlord an amount equal to the relief or exemption that the Landlord has lost.

**9. Utilities**

9.1 The Tenant must pay all Utility Costs.

9.2 The Tenant must comply with all laws and with any recommendations of the relevant suppliers relating to the supply and removal of Utilities to or from the Property.

**10. Common items**

The Tenant must pay to the Landlord on demand a fair proportion of all costs payable by the Landlord for the maintenance, repair, lighting, cleaning and renewal of any shared access road through which the Tenant gains access to the Property all Service



Media, structures and other items not on or in the Property but used or capable of being used by the Property in common with other land.

## **11. Costs**

The Tenant must pay on demand and on a full indemnity basis the costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses (whether incurred before or after the Termination Date) in connection with, or in contemplation of, any of the following:

- (a) the enforcement of the tenant covenants of this lease;
- (b) serving any notice or taking any proceedings in connection with this lease under section 146 or 147 of the LPA 1925 (notwithstanding that forfeiture is avoided otherwise than by relief granted by the court);
- (c) serving any notice in connection with this lease under section 17 of the LTCA 1995;
- (d) the preparation and service of a schedule of dilapidations in connection with this lease;
- (e) any consent or approval applied for under this lease, whether or not it is granted (unless the consent or approval is unreasonably withheld by the Landlord); or
- (f) the grant of this lease.

## **12. Prohibition of dealings**

The Tenant must not:

- (a) assign, underlet, charge, part with or share possession or occupation of the whole or part of either this lease or the Property; or
- (b) assign, part with or share any of the benefits or burdens of this lease, or in any interest derived from it, whether by a virtual assignment or other similar arrangement; or
- (c) hold the lease on trust for any person.

## **13. Repair**

13.1 The Tenant must:

- (a) keep the Property in good and substantial repair and condition;
- (b) keep the Property clean, tidy and clear of rubbish; and
- (c) forthwith remove any oil or diesel or petrol spillages arising as a result of the Permitted Use

#### **14. Alterations**

- 14.1 The Tenant must not make any:
- (a) alteration or addition to the Property; or
  - (b) opening in any boundary of the Property.

#### **15. Signs**

- 15.1 The Tenant must not erect or display any Signs at the Property.
- 15.2 The Tenant must allow the Landlord to fix to and keep at the Property at any time during the Term any sale board as the Landlord reasonably requires.

#### **16. Returning the Property to the Landlord**

- 16.1 The Tenant must return the Property to the Landlord on the Termination Date with vacant possession and in the repair and condition required by this lease.
- 16.2 The Tenant must by the Termination Date:
- (a) remove:
    - (i) any tenant's fixtures from the Property;
    - (ii) any alterations to the Property undertaken by or for any tenant, undertenant or occupier during or in anticipation of this lease; and
    - (iii) any Signs erected by the Tenant at the Property; and
  - (b) make good any damage caused to the Property by the removal of those items and alterations.
- 16.3 On or before the Termination Date, the Tenant must remove from the Property all chattels belonging to or used by it.
- 16.4 The Tenant:
- (a) irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels or items fixed to the Property by the Tenant and left by the Tenant for more than ten working days after the Termination Date; and
  - (b) must indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

The Landlord shall not be liable to the Tenant by reason of that storage or disposal.

#### **17. Use**

- 17.1 The Tenant must not use the Property for any purpose other than the Permitted Use.
- 17.2 The Tenant must not:

- (a) use the Property for any illegal purposes nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Landlord or any property that neighbours the Property;
- (b) hold any auction at the Property;
- (c) allow any noise, music, flashing lights, fumes or smells to emanate from the Property so as to cause a nuisance, disturbance or annoyance to any property that neighbours the Property or to the Landlord's workforce;
- (d) overload any part of the Property nor overload or block any Service Media at or serving the Property;
- (e) store, sell or display any offensive, dangerous, illegal, explosive or highly flammable items at the Property; a modest fuel retention within fuel tanks of vehicles at the Property in line with the Permitted Use will not be a breach of this covenant;
- (f) interfere with any Service Media at the Property; or
- (g) allow any person to sleep at or reside on the Property.

## **18. Exercise of the Rights**

The Tenant must exercise the Rights:

- (a) only in connection with the Tenant's use of the Property for the Permitted Use; and
- (b) in compliance with all laws relating to the Tenant's use of the Property, the Landlord's Neighbouring Property and any other neighbouring or adjoining property pursuant to the Rights.

## **19. Allow entry**

19.1 The Tenant must allow all those entitled to exercise any right to enter the Property to enter the Property:

- (a) except in the case of an emergency (when no notice shall be required), after having given reasonable notice (which need not be in writing) to the Tenant;
- (b) at any reasonable time (whether or not during usual business hours); and
- (c) with their workers, contractors, agents and professional advisers.

## **20. Compliance with laws**

20.1 The Tenant must comply with all laws relating to:

- (a) the Property and the occupation and use of the Property by the Tenant; and
- (b) all vehicles and chattels kept at (or disposed of from) the Property.



- 20.2 Within five working days of receipt of any notice or other communication affecting the Property (and whether or not served pursuant to any law) the Tenant must:
- (a) send a copy of the relevant document to the Landlord; and
  - (b) take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may require.
- 20.3 The Tenant must not apply for any planning permission for the Property.
- 20.4 The Tenant must:
- (a) comply with its obligations under the CDM Regulations;
  - (b) maintain the health and safety file for the Property in accordance with the CDM Regulations;
  - (c) give that health and safety file to the Landlord at the Termination Date;
  - (d) procure, and give to the Landlord at the Termination Date, irrevocable, non-exclusive, non-terminable, royalty-free licence(s) for the Landlord to copy and make full use of that health and safety file for any purpose relating to the Property. Those licence(s) must carry the right to grant sub-licences and be transferable to third parties without the consent of the grantor; and
  - (e) supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations.
- 20.5 As soon as the Tenant becomes aware of any defect in the Property, the Tenant must give the Landlord notice of it.
- 20.6 The Tenant must indemnify the Landlord 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.
- 20.7 The Tenant must keep the Property equipped with all fire prevention, detection and fighting machinery and equipment and fire alarms which are required under all relevant laws or reasonably required by the Landlord.
- 20.8 The Tenant must maintain public liability insurance with an insurer that has a principal place of business in the United Kingdom at a minimum cover level of 5 million pounds for any one claim or series of claims arising out of one event.
- 20.9 The Tenant must maintain the level of insurance cover required by law for each and every vehicle held at the Property as part of the Permitted Use.
- 20.10 The Tenant must ensure that every vehicle at the Property is roadworthy and that all taxes payable in respect of them are duly paid.

20.11 The Tenant must comply with all the conditions and requirements relating to the Planning Permission.

## **21. Third Party Rights**

The Tenant must:

- (a) comply with the obligations on the Landlord relating to the Third Party Rights to the extent that those obligations relate to the Property; and
- (b) not do anything that may interfere with any Third Party Rights.

## **22. Encroachments and preservation of rights**

22.1 The Tenant must not permit any encroachment over the Property or permit any easements or other rights to be acquired over the Property.

22.2 If any encroachment over the Property is made or attempted or any action is taken by which an easement or other right may be acquired over the Property, the Tenant must:

- (a) immediately inform the Landlord and give the Landlord notice of that encroachment or action; and
- (b) at the request and cost of the Landlord, adopt such measures as may be reasonably required or deemed proper for preventing any such encroachment or the acquisition of any such easement or other right.

22.3 The Tenant must preserve all rights of light and other easements enjoyed by the Property.

22.4 The Tenant must not prejudice the acquisition of any right of light or other easement for the benefit of the Property by obstructing any window or opening or giving any acknowledgement that the right is enjoyed with the consent of any third party or by any other act or default of the Tenant.

22.5 If any person takes or threatens to take any action to obstruct or interfere with any easement or other right enjoyed by the Property or any such easement in the course of acquisition, the Tenant must:

- (a) immediately inform the Landlord and give the Landlord notice of that action; and
- (b) at the request and cost of the Landlord, adopt such measures as may be reasonably required or deemed proper for preventing or securing the removal of the obstruction or the interference.

## **23. Indemnity**

The Tenant must 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:

- (a) any breach of any tenant covenants in this lease;
- (b) any use or occupation of the Property or the carrying out of any works permitted or required to be carried out under this lease; or
- (c) any act or omission of the Tenant or any Authorised Person.

#### **24. Quiet enjoyment**

The Landlord covenants with the Tenant that 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.

#### **25. Exercise of right of entry**

In exercising any right of entry on to the Property pursuant to paragraph 1.2 of Schedule 3, the Landlord must:

- (a) except in case of emergency, give reasonable notice of its intention to exercise that right to the Tenant;
- (b) cause as little damage as possible to the Property and to any property belonging to or used by the Tenant; and
- (c) promptly make good any physical damage caused to the Property by reason of the Landlord exercising that right.

#### **26. Re-entry and forfeiture**

26.1 The Landlord 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:

- (a) the whole or any part of the Rents is unpaid 21 days after becoming payable (whether it has been formally demanded or not);
- (b) any breach of any condition of, or tenant covenant in, this lease; or
- (c) an Insolvency Event.

26.2 If the Landlord 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 Landlord in respect of any breach of covenant by the Tenant or any guarantor.

#### **27. Section 62 of the LPA 1925**

27.1 The grant of this lease does not create by implication any easements or other rights for the benefit of the Property or the Tenant and the operation of section 62 of the LPA 1925 is excluded.



## 28. Break Option

- 29.1 Either the Landlord or the Tenant may terminate this lease by serving a Break Notice on the other party.
- 29.2 A Break Notice served by the Tenant shall be of no effect if, at the Break Date:
- (a) the Tenant has not paid any part of the Annual Rent, or any VAT in respect of it, which was due to have been paid; or
  - (b) vacant possession of the whole of the Property is not given; 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.
- 29.3 Subject to **Error! Bookmark not defined.**29.2, following service of a Break Notice this lease shall terminate on the Break Date.
- 29.4 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.
- 29.5 If this lease terminates in accordance with clause 29.3 then, within 14 days after the Break Date, the Landlord shall refund to the Tenant the proportion of the Annual Rent, and any VAT paid in respect of it, for the period from and excluding the Break Date up to and excluding the next Rent Payment Date, calculated on a daily basis.

## 29. Exclusion of sections 24 to 28 of the LTA 1954

The parties:

- (a) confirm that:
  - (i) 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, on *23 November 2023* before this lease was entered into;
  - (ii) *Michael A Kony* who was duly authorised by the Tenant to do so made a statutory declaration dated *24 November 2023* in accordance with the requirements of section 38A(3)(b) of the LTA 1954; and
  - (iii) there is no agreement for lease to which this lease gives effect; and
- (b) agree that the provisions of sections 24 to 28 of the LTA 1954 are excluded in relation to the tenancy created by this lease.

## 30. Compensation on vacating

Any right of the Tenant (or anyone deriving title under the Tenant) to claim compensation from the Landlord on leaving the Property under the LTA 1954 is excluded (except to the extent that the legislation prevents that right being excluded).

**31. No restriction on Landlord's use**

Nothing in this lease shall impose or be deemed to impose any restriction on the use by the Landlord of the Landlord's Neighbouring Property or any other neighbouring or adjoining property.

**32. Separation of Powers**

33.1 The power duties and obligation of the Landlord in the exercise of its functions or the exercise of its discretion as a local planning authority, highway authority or building regulation authority or as local authority under any other statutory provision and the rights statutes bye-laws orders and regulations of the Landlord under public and private statutes bye-laws orders and regulations may be as fully and effectively exercised in relation to the Property or any part of it as if the Landlord was not a party to this lease.

33.2 The actions or omissions of the Landlord in its capacity as local planning authority, local highway authority and/or local authority are irrelevant to any actions or omissions of the Landlord in its capacity under this lease and to the exercise by the Landlord of any rights or obligations under this lease and any consents approvals or decisions of the local planning authority, local highway authority and/or local authority do not bind the Landlord in its capacity under this lease.

**33. Limitation of liability**

The Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this lease unless the Landlord knows it has failed to perform the covenant (or reasonably should know this) and has not remedied that failure within a reasonable time.

**34. Breach of repair and maintenance obligation**

34.1 The Landlord may enter the Property to inspect its condition and state of repair and 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.

34.2 Following the service of a notice pursuant to clause 35.1, the Landlord may enter the Property and carry out the required works if the Tenant:

- (a) has not begun any works required to remedy any breach specified in that notice within two months of the notice or, if works are required as a matter of emergency, immediately; or
- (b) is not carrying out the required works with all due speed.

34.3 The costs incurred by the Landlord in carrying out any works pursuant to clause 34.2 (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand.



34.4 Any action taken by the Landlord pursuant to this clause 35 shall be without prejudice to the Landlord's other rights.

### **35. Notices**

35.1 Except where this lease specifically states that a notice need not be in writing, any notice given under or in connection with this lease on the Tenant shall be in writing and given:

(a) by hand:

- (i) if the party is a company incorporated in the United Kingdom, at that party's registered office address;
- (ii) if the party is a company not incorporated in the United Kingdom, at that party's principal place of business in the United Kingdom; or
- (iii) in any other case, at that party's last known place of abode or business in the United Kingdom; or

(b) by pre-paid first-class post or other next working day delivery service:

- (i) if the party is a company incorporated in the United Kingdom, at that party's registered office address;
- (ii) if the party is a company not incorporated in the United Kingdom, at that party's principal place of business in the United Kingdom; or
- (iii) in any other case, at that party's last known place of abode or business in the United Kingdom

35.2 Except where this lease specifically states that a notice need not be in writing, any notice given under or in connection with this lease on the Landlord shall be in writing and given by pre- paid first class post only served on the Landlord's address at Wirral Borough Council PO Box 290 Brighton Street Wallasey CH27 9FQ referenced on the outside of the envelope and endorsed on the notice itself For the Attention of Asset Management West Wallasey - Lease Solar Campus. If the notice complies with the criteria in this clause then it shall be deemed to have been received on the second working day after posting

35.3 If a notice complies with the criteria in clause 35.1, whether or not this lease requires that notice to be in writing, it shall be deemed to have been received if:

- (a) delivered by hand, at the time the notice is left at the proper address; or
- (b) sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting.

35.4 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.



### **36. Consents and approvals**

- 36.1 Where the consent of the Landlord is required under this lease, a consent shall only be valid if it is given by deed unless:
- (a) it is given in writing and signed by the Landlord or a person duly authorised on its behalf; and
  - (b) it expressly states that the Landlord waives the requirement for a deed in that particular case.
- 36.2 If a waiver is given pursuant to clause 36.1, it shall not affect the requirement for a deed for any other consent.
- 36.3 Where the approval of the Landlord is required under this lease, an approval shall only be valid if it is in writing and signed by or on behalf of the Landlord unless:
- (a) the approval is being given in a case of emergency; or
  - (b) this lease expressly states that the approval need not be in writing.
- 36.4 If the Landlord gives a consent or approval under this lease, the giving of that consent or approval shall not:
- (a) imply that any consent or approval required from a third party has been obtained; or
  - (b) obviate the need to obtain any consent or approval from a third party.

### **37. VAT**

- 37.1 All sums payable by either party under or in connection with this lease are exclusive of any VAT that may be chargeable.
- 37.2 A party to this lease must pay VAT in respect of all taxable supplies made to that party in connection with this lease on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.
- 37.3 Every obligation on either party, under or in connection with this lease, to pay any sum by way of a refund or indemnity, includes an obligation to pay an amount equal to any VAT incurred on that sum by the receiving party (except to the extent that the receiving party obtains credit for such VAT).
- 37.4 The Tenant warrants that it does not intend or expect that the Property will become exempt land (within paragraph 12 of Schedule 10 to the Value Added Tax Act 1994) and that the purposes for which the Property are or are to be used will not affect the application or effect of any option to tax made by the Landlord in respect of the Property.

**38. Joint and several liability**

Where a party comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of that party arising under this lease. The party to whom those obligations and liabilities are owed may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

**39. Entire agreement**

39.1 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.

39.2 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)

39.3 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.

39.4 Nothing in this clause shall limit or exclude any liability for fraud.

**40. Contracts (Rights of Third Parties) Act 1999**

This lease does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this lease.

**41. Governing Law**

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

**42. Jurisdiction**

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

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

### **Schedule 1 - Property**

The parcel of land with the Solar Campus Car Park, Leasowe Road, Wallasey, Wirral shown edged red on the Property Plan



## **Schedule 2 - Rights**

1. In common with the Landlord and any other person authorised by the Landlord, the Landlord grants to the Tenant subject to complying with the Landlord's reasonable regulations in respect of any speed and weight limits existing as at the date of this lease a right to access the Property for the Permitted Use (and egress from the Property) with or without vehicles in line with the Permitted Use along the access route shown coloured brown on the Property Plan.

### Schedule 3 - Reservations

1. The Landlord excepts and reserves from this lease the following easements (for the benefit of the Landlord's Neighbouring Property) and the following other rights:
  - 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.
  - 1.2 The right to enter the Property for any other purpose mentioned in or connected with:
    - (a) this lease;
    - (b) the Reservations;
    - (c) the Landlord's interest in the Property or the Landlord's Neighbouring Property; or
    - (d) to access the Property on foot over the area shown coloured green on the Property Plan for the purpose of moving refuse bins but this is for illustrative purposes only and in practice the Landlord can use alternative routes.
  - 1.3 The right to:
    - (a) use and connect into Service Media at the Property which are in existence at the date of this lease or which are installed or constructed during the Term; and
    - (b) install and construct Service Media at the Property to serve the Landlord's Neighbouring Property
    - (c) re-route and replace any Service Media referred to in this paragraph.
  - 1.4 At any time during the Term, the full and free right to build, rebuild, alter or develop the Landlord's Neighbouring Property or any neighbouring or adjoining property in which the Landlord acquires an interest during the Term] as the Landlord may think fit.
2. The Reservations:
  - 2.1 Are excepted and reserved notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them result in a reduction in the flow of light or air to the Property or loss of amenity for the Property provided that they do not materially adversely affect the use and enjoyment of the Property for the Permitted Use.
  - 2.2 May be exercised by:
    - (a) the Landlord;
    - (b) anyone else who is or becomes entitled to exercise them; and
    - (c) anyone authorised by the Landlord.

- 2.3 Are excepted and reserved to the extent possible for the benefit of any neighbouring or adjoining property in which the Landlord acquires an interest during the Term.
- 3. No party exercising any of the Reservations, nor its workers, contractors, agents and professional advisers, 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:
  - 3. Physical damage to the Property.
  - 3.1 Any loss, damage, injury, or nuisance in relation to which the law prevents the Landlord from excluding liability.



#### **Schedule 4 - Third Party Rights**

1. All easements and other rights, covenants and restrictions affecting the Property and any land over which the Rights are granted

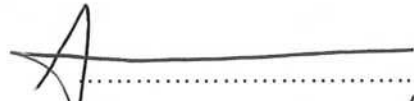
The Common Seal of

**WIRRAL BOROUGH COUNCIL**

was hereunto affixed in the presence of

Authorised Signatory/Group Solicitor .....

Executed as deed by **WEST WALLASEY CAR HIRE LIMITED** acting by *Michael* a director, in the presence of: *Leung*

  
[SIGNATURE OF DIRECTOR]  
Director

*HPM*  
.....

[SIGNATURE OF WITNESS] *Witnessed, not advised*

*Nadya Makarova*  
.....

[NAME] *C10 Burd Ward Solicitors*

*23-27 Seaview Road*  
.....

*Wallasey*  
*CH45 4QT*  
.....

[ADDRESS]

*Solicitor*  
.....

[OCCUPATION OF WITNESS]

## ANNEX A - Property Plan



