



Dated

2020

EAST DEVON DISTRICT COUNCIL

and

[REDACTED]

[ORIGINAL] [COUNTERPART]

SHORT TERM CAR PARKING LEASE

Reserved Car Parking Space Number: [REDACTED],

Mill Street Short Stay and/or Reserved Spaces Car Park, Sidmouth, Devon

East Devon District Council,
Blackdown House,
Border Road,
Heathpark Industrial Estate,
Honiton,
EX14 1EJ
DX 48808 HONITON
Ref: CAR.2-0086/Legal

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THIS LEASE is dated

2020

PARTIES

- (1) **EAST DEVON DISTRICT COUNCIL** of Blackdown House, Border Road, Heathpark Industrial Estate, Honiton, EX14 1EJ (the **Landlord**); and
- (2) [REDACTED] of [REDACTED] (the **Tenant**).

AGREED TERMS

1. INTERPRETATION

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

1.1 Definitions:

Accessways: the roads and ways shown coloured brown on the Car Park Plan (if any) or such other roads and ways as may be designated by the Landlord from time to time.

Act of Insolvency:

- (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
- (b) the making of an application for an administration order or the making of an administration order in relation to the Tenant; or
- (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
- (d) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant; or
- (e) the commencement of a voluntary winding-up in respect of the Tenant 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; or

(f) the making of a petition for a winding-up order or a winding-up order in respect of the Tenant; or

(g) the striking-off of the Tenant from the Register of Companies or the making of an application for the Tenant to be struck-off; or

(h) the Tenant otherwise ceasing to exist (but excluding where the Tenant dies); or

(i) the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant.

The paragraphs above shall apply in relation to a partnership or limited partnership (as defined in the Partnership Act 1890 and the Limited Partnerships Act 1907 respectively) subject to the modifications referred to in the Insolvent Partnerships Order 1994 (*SI 1994/2421*) (as amended), and a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000) subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (*SI 2001/1090*) (as amended).

Act of Insolvency includes any analogous proceedings or events that may be taken pursuant to the legislation of another jurisdiction in relation to a tenant incorporated or domiciled in such relevant jurisdiction.

Annual Rent: rent of **£1,500.00 per annum**.

Car: one taxed and roadworthy motor car of a size which is capable of fitting wholly within the white lines demarking the extent of the Space and which belongs to the Tenant.

Car Park: the car park known as Mill Street Short Stay and/or Reserved Spaces Car Park, Sidmouth, Devon shown edged blue on the Car Park Plan.

Car Park Plan: the plan attached to this lease.

Car Park Regulations: the rules and regulations made by the Landlord from time to time for the safety, better management and operation of the Car Park

as a whole in accordance with the principles of good estate management and notified to the Tenant from time to time in writing.

Competent Authority: any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorised officers.

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

LTA 1954: Landlord and Tenant Act 1954.

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

Permitted Use: the parking of the Car for private purposes.

Rent Payment Dates: 1st October in each year of the Term.

Reservations: the rights and reservations granted to the Landlord, its agents, contractors and workmen in clause 4.

Rights: the rights granted to the Tenant in clause 3.

Service Media: all media for the supply or removal of heat, electricity, gas, water, sewage, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

Space: the parking space numbered [] in the Car Park shown for the purposes of identification only edged red on the Car Park Plan.

Term: a term of years commencing on, and including, the date of this lease and ending on and including 31st March 2021.

VAT: value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

1998 Act: Audit Commission Act 1998.

- 1.2 A reference to this **lease**, except a reference to the date of this lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.
- 1.3 A reference to the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease.
- 1.4 Unless the context otherwise requires, references to the **Accessways**, and the **Space** are to the whole and any part of them or it.
- 1.5 A reference to the **end of the Term** is to the end of the Term however it ends.
- 1.6 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.7 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.8 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.
- 1.9 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.
- 1.10 Any obligation on a person to do something includes an obligation to ensure that any person under its control complies with that obligation.
- 1.11 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

- 1.12 Unless the context otherwise requires, references to clauses are to the clauses of this lease.
- 1.13 Clause headings shall not affect the interpretation of this lease.
- 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 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.16 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

2. GRANT

- 2.1 The Landlord lets the Space to the Tenant for the Term.
- 2.2 The grant is made together with the Rights, excepting and reserving to the Landlord the Reservations, and subject to all rights, restrictions and covenants affecting the Space including the matters referred to at the date of this lease in the property register and the charges register of title number DN335133.
- 2.3 The grant is made with the Tenant paying to the Landlord as rent, the Annual Rent and all VAT in respect of it, and all other sums due under this lease.

3. ANCILLARY RIGHTS

- 3.1 The Landlord grants the Tenant the Rights to use in common with the Landlord and any other person authorised by the Landlord:
 - 3.1.1 the right of support and protection from those parts of the Car Park that afford support and protection for the Space at the date of this lease and to the extent that such support and protection exists at the date of this lease; and

- 3.1.2 the right to use the Accessways for the purposes of access to and egress from the Space.
- 3.2 The Tenant shall exercise the Rights:
 - 3.2.1 only in connection with its use of the Space for the Permitted Use and in a manner that is consistent with its obligations in clause 13;
 - 3.2.2 in accordance with any regulations made by the Landlord; and
 - 3.2.3 in accordance with all relevant laws.
- 3.3 Except as mentioned in this clause 3, neither the grant of this lease nor anything in it confers any right over the Accessways, Car Park or any other property or is to be taken to show that the Tenant may have any right over the Accessways, Car Park or any other property, and section 62 of the LPA 1925 does not apply to this lease.

4. RIGHTS EXCEPTED AND RESERVED

- 4.1 The following rights are excepted and reserved from this lease to the Landlord for the benefit of the Car Park:
 - 4.1.1 rights of light, air and support as those rights are capable of being enjoyed at any time during the Term;
 - 4.1.2 at any time during the Term, the full and free right to develop any part of the Car Park (other than the Space (subject to clause 4.1.3)) as the Landlord may think fit; and
 - 4.1.3 on giving the Tenant twenty one (21) days' notice, the right to suspend the use of the Space for so long as is reasonably necessary for the purposes of installing, constructing, repairing, maintaining, re-routing or replacing any Service Media under or on the Space and to connect into and use such Service Media provided that the Landlord shall suspend payment of the Annual Rent or a fair proportion of it according to the nature and extent that the Tenant is unable to use the Space as a result of the works until the Space has been reinstated so as to be fit for use .

- 4.2 The Landlord reserves the right to enter the Space for any purpose mentioned in this lease or connected with it or with the Landlord's interest in the Car Park at any reasonable time and, except in the case of an emergency, after having given reasonable notice (which need not be in writing) to the Tenant.
- 4.3 The Reservations may be exercised by the Landlord and by anyone else who is or becomes entitled to exercise them and by anyone authorised by the Landlord.
- 4.4 With the exception of the suspension of Annual Rent referred to in clause 4.1.3 , the Landlord shall not be liable for any loss or inconvenience to the Tenant by reason of the exercise of any of the Reservations (other than any loss or inconvenience in respect of which the law prevents the Landlord excluding liability).

5. PAYMENT OF THE ANNUAL RENT

- 5.1 Subject to clause 5.2, the Tenant shall pay the Annual Rent and any VAT in respect of it in advance on 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.
- 5.2 The first instalment of the Annual Rent and any VAT in respect of it 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, and including, the date of this lease and ending on, and including, the day before the next Rent Payment Date.
- 5.3 All sums payable by the Tenant are exclusive of any VAT that may be chargeable and the Tenant shall pay VAT in respect of all taxable supplies made to it in connection with this lease. Every obligation on the Tenant under or in connection with this lease to pay, refund or to indemnify the Landlord or any other person any money or against any liability includes an obligation to pay, refund or indemnify against any VAT, or an amount equal to any VAT, chargeable in respect of it.
- 5.4 If any Annual Rent or any other money payable under this lease has not been paid by the date it is due, whether it has been formally demanded or not, the Tenant shall pay the Landlord interest on that amount at the rate of

4% per annum above the Interest Rate (both before and after any judgment). Such interest shall accrue on a daily basis for the period from the due date to and including the date of payment.

- 5.5 The Annual Rent and all other money due under this lease are to be paid by the Tenant without deduction, counterclaim or set-off.

6. RATES AND TAXES

- 6.1 The Tenant shall pay all present and future rates, taxes and other impositions and outgoings payable in respect of the Space and its use, other than:

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

6.1.2 any taxes, other than VAT and insurance premium tax, payable by the Landlord by reason of the receipt of any of the rents due under this lease.

- 6.2 If any rates, taxes or other impositions and outgoings are payable in respect of the Space together with other property, the Tenant shall pay a fair proportion of the amount payable.

- 6.3 The Tenant shall not make any proposal to alter the rateable value of the Space or that value as it appears on any draft rating list, without the approval of the Landlord.

- 6.4 If, after the end of the term, the Landlord loses rating relief (or any similar relief or exemption) because it has been allowed to the Tenant, then the Tenant shall pay the Landlord an amount equal to the relief or exemption that the Landlord has lost.

7. COSTS

- 7.1 The Tenant shall pay the costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses (incurred both during and after the end of the Term) in connection with or in contemplation of any of the following:

- 7.1.1 the enforcement of the tenant covenants of this lease;
 - 7.1.2 serving any notice in connection with this lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of those sections, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court;
 - 7.1.3 serving any notice in connection with this lease under section 17 of the Landlord and Tenant (Covenants) Act 1995;
 - 7.1.4 the preparation and service of a schedule of dilapidations in connection with this lease; or
 - 7.1.5 any consent or approval applied for under this lease, whether or not it is granted.
- 7.2 Where the Tenant is obliged to pay or indemnify the Landlord against any solicitors' or other professionals' costs and expenses (whether under this or any other clause of this lease) that obligation extends to those costs and expenses assessed on a full indemnity basis.

8. PROHIBITION ON DEALINGS

- 8.1 The Tenant shall not assign, underlet, charge, part with or share possession or share occupation of this lease or the Space or assign, part with or share any of the benefits or burdens of this lease, or any interest derived from it, whether by a virtual assignment or other similar arrangement or hold the lease on trust for any person (except by reason only of joint legal ownership), or grant any right or licence over the Space in favour of any third party.
- 8.2 The Tenant shall not allow any other person to use the Space except employees, visitors to or guests of the Tenant PROVIDED ALWAYS THAT no relationship of landlord or tenant is created.

9. ASSIGNMENTS

- 9.1 The Tenant shall not assign the whole of this lease.
- 9.2 The Tenant shall not assign part only of this lease.

10. UNDERLETTINGS

10.1 The Tenant shall not underlet the whole of the Space.

10.2 The Tenant shall not underlet part only of the Space.

11. REPAIR

The Tenant shall keep the Space clean, tidy and clear of rubbish and shall not cause any damage to it, and shall make good any damage caused to the Space by any act or omission of the Tenant or any person under the control of the Tenant.

12. ALTERATIONS

12.1 The Tenant shall not make any alterations or additions to, or build any structure on, the Space other than the installation of a collapsible bollard or parking post approved by the Landlord.

12.2 The Tenant shall not attach any sign, poster or advertisement to the Space other than one sign measuring no more than 52 centimetres wide by 11.1 centimetres high stating that the Space is privately let to the Tenant in a position to be approved by the Landlord.

13. USE

13.1 The Tenant shall not use the Space for any purpose except the Permitted Use.

13.2 The Tenant shall not use the Space, or exercise any of the Rights:

13.2.1 for any illegal purpose; or

13.2.2 for the carrying out or permitting the carrying out of any trade profession or employment on the Space; or

13.2.3 for the carrying out or permitting the carrying out of any repairs or mobile valetting on the Space; or

- 13.2.4 for any purpose or in a manner that would cause any loss, nuisance or inconvenience to the Landlord, the other tenants or occupiers of the Car Park or any owner or occupier of any other property; or
 - 13.2.5 in any way that would vitiate the Landlord's insurance of the Car Park whether in whole or in part; or
 - 13.2.6 in any way that would increase the premium for the Landlord's insurance of the Car Park; or
 - 13.2.7 in a manner that interferes with any right, restriction or covenant subject to which this lease is granted.
- 13.3 The Tenant shall not fill the fuel tanks of any Car on the Space.
 - 13.4 The Tenant shall not take into or keep on or in the Space any motor fuel or any other inflammable liquid or substance except that already within the fuel tank or engine of a Car parked in the Space.
 - 13.5 The Tenant shall not obstruct any of the entrances to or exits from the Car Park or Accessways or any other parking spaces in the Car Park.
 - 13.6 The Tenant shall not overload any structural part of the Car Park nor any Service Media at the Space.
 - 13.7 The Tenant shall observe and perform the Car Park Regulations.
 - 13.8 The Tenant shall not do anything that will or might constitute a breach of any Necessary Consents affecting the Space, or any statutory provision, regulation or bye-law made by a Competent Authority with regard to the parking or use of motor vehicles.
 - 13.9 Where a Space is protected by a collapsible bollard or parking post (as referred to in clause 12.1) the Tenant shall ensure that the bollard or pole is left in a vertical position when the Space is vacant.

14. ENCROACHMENTS, NOTICES AND COMMUNICATIONS

- 14.1 Within five working days after receipt of any notice or other communication affecting the Space or the Car Park the Tenant shall send a copy of the relevant document to the Landlord.
- 14.2 If a third party makes or attempts to make any encroachment over the Space or takes any action by which a right may be acquired over the Space, the Tenant shall:
- 14.2.1 immediately inform the Landlord and shall give the Landlord notice of that encroachment or action; and
 - 14.2.2 take all steps (including any proceedings) the Landlord reasonably requires to prevent that encroachment or action.

15. 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 suffered or incurred by the Landlord arising out of or in connection with any breach of any tenant covenants in this lease, or any act or omission of the Tenant or any person on the Space or the Car Park with its actual or implied authority.

16. RETURNING THE SPACE TO THE LANDLORD

- 16.1 At the end of the Term, the Tenant shall return the Space to the Landlord in a clean and tidy condition and shall remove the Car, the collapsible bollard or parking post and any other property from the Space and make good any damage caused to the Space or Car Park to the Landlord's reasonable satisfaction.
- 16.2 The Tenant irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any items which have been left by the Tenant on the Space for more than ten working days after the end of the Term. The Landlord shall not be liable to the Tenant by reason of that storage or disposal. The Tenant shall indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

- 16.3 Immediately after the end of the Term (and notwithstanding that the Term has ended), the Tenant shall make an application to remove any entries on the Landlord's title relating to the easements granted by this lease and shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly; the Tenant shall keep the Landlord informed of the progress and completion of its application.

17. LANDLORD'S COVENANT FOR QUIET ENJOYMENT

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 Space without any interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this lease.

18. RE-ENTRY AND FORFEITURE

- 18.1 The Landlord may re-enter the Space (or any part of the Space in the name of the whole) at any time after any of the following occurs:

18.1.1 any rent is unpaid 21 days after becoming payable whether it has been formally demanded or not;

18.1.2 any breach of any condition or tenant covenant of this lease;

18.1.3 an Act of Insolvency.

- 18.2 If the Landlord re-enters the Space (or any part of the Space 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 antecedent breach of the covenants of this lease by the Tenant.

19. MUTUAL BREAK OPTION

If either the Landlord or the Tenant wishes to determine this lease at any time during the Term and gives to the other not less than one month's notice of that wish, then on expiry of the notice the Term is to cease and determine immediately, but without prejudice to any rights or remedies that may have accrued.

20. JOINT AND SEVERAL LIABILITY

- 20.1 Where the Tenant comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Tenant arising under this lease. The Landlord 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.
- 20.2 The obligations of the Tenant arising by virtue of this lease are owed to the Landlord and the obligations of the Landlord are owed to the Tenant.
- 20.3 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.

21. NOTICES, CONSENTS AND APPROVALS

- 21.1 A notice given under or in connection with this lease shall be:
- 21.1.1 in writing unless this lease expressly states otherwise and for the purposes of this clause an e-mail or fax is not in writing; and
 - 21.1.2 sent by pre-paid first-class registered or recorded delivery post at the party's address set out at the beginning of this lease (or such other address as that party may notify to the other in writing during the term), in the case of the Landlord marking the notice for the attention of the Chief Executive and quoting the reference: CAR.2-0077.
- 21.2 If a notice is given in accordance with clause 21.1, it shall be deemed to have been received on the second working day after posting.
- 21.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 21.4 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this lease.

21.5 Where the consent of the Landlord is required under this lease, a consent shall only be valid if it is given by deed, unless:

21.5.1 it is given in writing and signed by the Landlord or a person duly authorised on its behalf; and

21.5.2 it expressly states that the Landlord waives the requirement for a deed in that particular case.

If a waiver is given, it shall not affect the requirement for a deed for any other consent.

21.6 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:

21.6.1 the approval is being given in a case of emergency; or

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

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

22. LOCAL AUTHORITY LANDLORD'S CAPACITY AND POWERS

22.1 The Landlord enters into this lease solely in its capacity as a landowner in respect of the Space.

22.2 Nothing contained in this lease shall prejudice or affect the rights powers duties and obligations of the Landlord in the exercise of its functions as a local authority, local planning authority or statutory body to perform any of its statutory functions and the rights powers duties and functions of the Landlord under all public and private statutes byelaws orders and regulations may be fully and effectually exercised in relation to the Space as if it were not the owner of the Space and this lease had not been executed.

22.3 Any consent given or granted by the Landlord as landlord in pursuance of the provisions of this lease shall not be deemed to be given or granted by it in any other capacity than as Landlord.

23. 1998 ACT

The Landlord shall be entitled to submit those details relating to the Tenant held by it on the Landlord's database as required by the 1998 Act.

24. ENTIRE AGREEMENT

24.1 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.

24.2 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).

24.3 Nothing in this lease constitutes or shall constitute a representation or warranty that the Space may lawfully be used for any purpose allowed by this lease.

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

25.1 The parties confirm that:

25.1.1 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;

25.1.2 the Tenant made a declaration dated [] 2019 in accordance with the requirements of section 38A(3)(b) of the LTA 1954; and

25.1.3 there is no agreement for lease to which this lease gives effect.

25.2 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.

26. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this lease shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this lease.

27. GOVERNING LAW

This lease and any dispute or claim arising out of it 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.

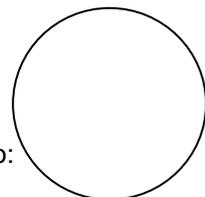
28. JURISDICTION

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

THIS AGREEMENT has been entered into as a deed on the date stated at the beginning of it.

[On Original]
EXECUTED as a **DEED** by affixing
the **COMMON SEAL** of
EAST DEVON DISTRICT COUNCIL
in the presence of:

Seal No:



.....
Authorised Officer
Full name:
Chief Executive/Deputy Chief Executive/Strategic Lead – Governance & Licensing/
Principal Solicitor

[On Counterpart]

SIGNED as a **Deed** by

[REDACTED]

.....

in the presence of:

W Signature:

.....

I

T Name (in BLOCK CAPITALS):

.....

N

E Address:

.....

S

S Occupation:

.....

