

DATED

2022

FRIDAY ESTATES LTD

and

DEMENTIA SUPPORT

LEASE OF ADDITIONAL PROPERTY BY REFERENCE TO AN EXISTING
LEASE

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LR1. Date of lease

LR2. Title number(s)

LR2.1 Landlord's title number(s)

WSX318906

LR2.2 Other title numbers

WSX385864

LR3. Parties to this Lease

Landlord

Friday Estates Ltd

1-2 The Barn, West Stoke Road, West Lavant, Chichester PO18 9AA

11803917

Tenant

Dementia Support

Sage House, City Fields Way, Tangmere, West Sussex, England, PO20 2FP

09044373

Charity Number 1158640

Other parties

NONE

LR4. Property

In the case of a conflict between this clause and the remainder of this Lease then, for the purposes of registration, this clause shall prevail.

See the definition of "Property" in clause 1.1 of this Lease.

LR5. Prescribed statements etc.

LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.

See Clause 10

LR5.2 This Lease is made under, or by reference to, provisions of:

None.

LR6. Term for which the Property is leased

The term specified in the definition of "Contractual Term" in clause 1.1 of this Lease.

LR7. Premium

None.

LR8. Prohibitions or restrictions on disposing of this Lease

This Lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

LR9.1 Tenant's contractual rights to renew this Lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land

None.

LR9.2 Tenant's covenant to (or offer to) surrender this Lease

None.

LR9.3 Landlord's contractual rights to acquire this Lease

None.

LR10. Restrictive covenants given in this Lease by the Landlord in respect of land other than the Property

None.

LR11. Easements

LR11.1 Easements granted by this Lease for the benefit of the Property

None.

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

None.

LR12. Estate rentcharge burdening the Property

None.

LR13. Application for standard form of restriction

None.

LR14. Declaration of trust where there is more than one person comprising the Tenant

THIS LEASE IS DATED

2022

PARTIES

- (1) FRIDAY ESTATES LTD incorporated and registered in England and Wales with company number 11803917 whose registered office is at 1-2 The Barn, West Stoke Road, West Lavant, Chichester PO18 9AA (the **Landlord**).
- (2) DEMENTIA SUPPORT a charity incorporated and registered in England and Wales with charity number 1158640 and company number 09044373 whose registered office is at Sage House, City Fields Way, Tangmere, West Sussex, England, PO20 2FP (the **Tenant**).

BACKGROUND

- (A) The Tenant has an Existing Lease of premises at Salisbury House, City Fields Business Park, City Fields Way, Tangmere, Chichester PO20 2FP and also wants to take a lease of the Property.
- (B) The Landlord is the freehold owner of the Property.
- (C) 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 an initial rate of £7,000 per annum.

Contractual Term: a term of years from and including 2022 to and including 31 May 2041.

Existing Lease: the lease of the premises known as Salisbury House, City Fields Business Park, City Fields Way, Tangmere, Chichester PO20 2FP dated 1 November 2016 and made between (1) Friday Investments Limited and (2) Dementia Support (a copy of which is annexed to this Lease at Appendix A) and which is registered at the Land Registry under title number WSX381253 and all documents made supplemental to it.

Existing Lease Annual Rent: the annual rent first reserved by the Existing Lease as set out in the definition of "Rent" in the Existing Lease.

Existing Lease Contractual Term: the contractual term for which the Existing Lease was granted as set out in prescribed clause LR6 of the Existing Lease.

Incorporated Terms: all of the provisions of the Existing Lease (as varied by this Lease).

Landlord's Covenants: the obligations in this Lease, which include the obligations contained in the Incorporated Terms, to be performed and observed by the Landlord.

LTA 1954: Landlord and Tenant Act 1954.

Plan: the plan annexed to this Lease at Appendix B.

Property: the land adjoining Salisbury House, City Fields Way, Tangmere, Chichester PO20 2FP shown edged red on the Plan.

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

1.2 For the purposes of this Lease only, if there is an inconsistency between any of the provisions of this Lease and the provisions of the Existing Lease, the provisions of this Lease shall prevail.

1.3 For the purposes of this Lease only, references to the "Landlord" and "Tenant" in the Existing Lease shall be read as references to the Landlord and Tenant in this Lease.

2. GRANT

2.1 The Landlord lets the Property to the Tenant:

- (a) for the Contractual Term;
- (b) with full title guarantee;
- (c) on the terms of this Lease which include the Incorporated Terms as if they were set out in full in this Lease; and
- (d) with the Tenant paying as rent to the Landlord the sums reserved as rent in the Incorporated Terms at the times and in the manner set out in the Incorporated Terms.

3. TENANT'S COVENANTS

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

4. LANDLORD'S COVENANTS

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

5. THE EXISTING LEASE

For the purposes of this Lease only, the provisions of the Existing Lease shall be varied as set out in Schedule 1 and this Lease shall be read and construed accordingly.

6. REGISTRATION OF THIS LEASE

6.1 The Tenant shall:

- (a) apply to register this Lease at HM Land Registry promptly and in any event within one month following the grant of this Lease;
- (b) ensure that any requisitions raised by HM Land Registry in connection with its application to register this Lease at HM Land Registry are responded to promptly and properly; and
- (c) send the Landlord official copies of its title within one month of completion of the registration.

7. CLOSURE OF REGISTERED TITLE OR REMOVAL OF ENTRIES IN RELATION TO THIS LEASE AND EASEMENTS GRANTED BY THIS LEASE

7.1 The Tenant shall make an application to HM Land Registry to close the registered title of this Lease promptly (and in any event within one month) following the date on which this Lease ends (however it ends).

7.2 The Tenant shall:

- (a) ensure that any requisitions raised by HM Land Registry in connection with its application to HM Land Registry pursuant to clause 7.1 are responded to promptly and properly; and

(b) keep the Landlord informed of the progress and completion of that application.

8. SECTION 62 OF THE LAW OF PROPERTY ACT 1925, IMPLIED RIGHTS AND EXISTING APPURTENANT RIGHTS

8.1 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 Law of Property Act 1925 is excluded.

9. ENTIRE AGREEMENT

9.1 This Lease and the 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.

9.2 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).

9.3 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.

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

10. CHARITIES ACT

The Property will as a result of this Lease be held by Dementia Support a non-exempt charity and the restrictions on disposition imposed by Sections 117 -121 of the Charities Act 2011 will apply to the Property (subject to Section 117(3) of that Act).

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 - Variations to the Existing Lease

1. SUBSTITUTION OF THE ANNUAL RENT

For the purposes of this Lease only, the provisions of the Existing Lease shall be varied as follows:

- 1.1 This Lease shall reserve the Annual Rent instead of, and not in addition to, the Existing Lease Annual Rent.
- 1.2 The Annual Rent shall be payable from the date of this Lease by the same instalments and on the same dates as the Existing Lease Annual Rent would have been payable.
- 1.3 All of the provisions in the Existing Lease relating to the Existing Lease Annual Rent shall be read and construed as referring to the Annual Rent instead.

2. SUBSTITUTION OF THE CONTRACTUAL TERM

For the purposes of this Lease only, the provisions of the Existing Lease shall be varied as follows:

- 2.1 The Existing Lease Contractual Term shall be deleted and replaced by the Contractual Term.
- 2.2 All of the provisions in the Existing Lease relating to the Existing Lease Contractual Term shall be read and construed as referring to the Contractual Term instead.

3. ADDITION OF NEW CLAUSE

- 3.1 For the purposes of this Lease only, the provisions of the Existing Lease shall be varied by adding the following clause to the Existing Lease as new clause 16:

In addition to the provisions contained in clause 6, the Tenant covenants not to assign or underlet this Lease except to a person to whom the Existing Lease is simultaneously assigned or underlet (as the case may be).

“16 CAR PARKING

16.1 The Tenant must not:

- 16.1.1 use the Property for any purpose except to park roadworthy validly taxed and insured private vehicles belonging to the Tenant and its employees, visitors and customers;
- 16.1.2 obstruct any of the entrances to or exits from the Property or any other parking spaces in the Property;
- 16.1.3 store on or in the Property any petrol, oil or other inflammable material (except that inside the fuel tank and engine of any vehicle); or
- 16.1.4 maintain, repair (except for minor mechanical repairs in cases of breakdown or other emergency) or refill the petrol tank of any vehicle parked at the Property.

16.2 The Tenant must:

- 16.2.1 ensure that all security barriers or gates at the entrances to and exits from the Property are operated correctly and closed after use; and
- 16.2.2 return to the Landlord any keys or control cards to any security barriers or gates to the Property at the end of the Term.”

Executed as deed by **FRIDAY ESTATES LTD** acting by a director,
and a director OR its secretary

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Director

.....

Director OR Secretary

Executed as deed by **DEMENTIA SUPPORT** acting by a director,
and a director OR its secretary

.....

Director

.....

Director OR Secretary

APPENDIX A - Copy of the Existing Lease

APPENDIX B - Plan