

LEASE

Between

[HOST NAME]

and

CHARGE MY STREET LIMITED

RELATING TO VEHICLE CHARGING POINTS AT

[ADDRESS]



THE PARTIES AGREE AS FOLLOWS

PARTICULARS

1. This Lease is Dated:	
2. Landlord:	Name: [HOST NAME] Company Number: [COMPANY REG NO.] Registered Office: [REGISTERED OFFICE ADDRESS]
3. Tenant:	Charge My Street Limited (a community benefit society registered with FCA number 7704) of Office 5-2-14, White Cross Business Park, Lancaster, LA1 4XQ
4. Premises:	Part of the land at [PROPERTY NAME] which is shown edged green on the plan annexed to this lease.
5. Term:	The period of 10 years commencing on and including the date of this Lease.
6. Rent:	Means a rent of one peppercorn per year.
7. Equipment:	Two vehicle charging stations to be installed at the Premises, together with any ancillary feeder pillar and any additional or replacement equipment which the Tenant may from time to time install on the Premises.
8. Rent Commencement Date:	The date of this Lease.
9. Annual Rent Payment Date:	Annually on the anniversary of the rent commencement date.
10. Landlord's Retained Land:	The land and buildings adjoining the Premises occupied by the Landlord known as [ADDRESS]] which is [registered at HM Land Registry with title number [TITLE] [and] [shown [edged green] on the plan annexed to this lease, and any neighbouring or adjoining property in which the Landlord acquires an interest during the Term.

11. Definitions and Interpretation

In this lease, the definitions set out in the Particulars and in Schedule 1 shall apply.

12. Letting

The Landlord demises to the Tenant the Premises together with the rights mentioned in schedule 2 Rights for the Term and subject to the provisions of this lease and to any easements rights privileges or covenants enjoyed by or benefiting any other land or person.

13. Tenant's Covenants

The Tenant covenants with the Landlord throughout the Term as set out in schedule 3 – Tenant Covenants.

14. Landlord's Obligations

The Landlord covenants with the Tenant throughout the Term as set out in Schedule 4 – Landlord Covenants.

15. Provisos

Provided always and it is further agreed and declared by the Landlord and Tenant as set out in Schedule 5:

Schedule 1 – Definitions and Interpretation

The words defined in this Schedule shall have the following meanings:

- 1.1 “**1954 Act**”: the Landlord and Tenant Act 1954;
- 1.2 “**Break Date**”: a date which is no earlier than 31st December 2021.
- 1.3 “**Break Notice**”: written notice to terminate this lease specifying the Break Date.
- 1.4 “**Cables**”: all electrical plant and underground electric lines (as defined in section 64 of the Electricity Act 1989) installed or to be installed by the Tenant at its own cost along and to the Premises or Landlord’s Retained Land and all apparatus appurtenant to the Permitted Use;
- 1.5 “**Outgoings**”: all existing and future rates duties and taxes and charges for utilities;
- 1.6 “**Permitted Use**”: the erection and operation of the Equipment for use as vehicle charging points for electric vehicles (except where required for the purpose of maintenance of the Equipment) and (in connection with and ancillary to such charging) the parking of vehicles;
- 1.7 “**Planning Acts**”: the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 the Planning (Consequential Provisions) Act 1990 the Planning and Compensation Act 1991 the Planning and Compulsory Purchase Act 2004 and all other statutes regulating the development design use and control of property; and
- 1.8 headings in this lease are for convenience only and will not affect its interpretation or construction
- 1.9 the Landlord includes the person from time to time entitled to the reversion immediately expectant on the determination of the term and the Superior Landlord includes the person from time to time entitled to the reversion immediately or mediately expectant on the determination of the term granted by the Superior Lease
- 1.10 words denoting persons include firms companies and corporations and vice versa
- 1.11 the singular includes the plural and vice versa and one gender includes any other
- 1.12 obligations of a party to this lease are deemed to be joint and several obligations where that party is more than one person
- 1.13 where there are two or more persons at any time included in the expressions “**Tenant**” will include all or any one of them
- 1.14 every obligation of the Tenant not to do an act or thing includes an obligation not to allow it to be done
- 1.15 references to clauses paragraphs and schedules are to clauses and paragraphs of and schedules to this lease

- 1.16 the words “**include**” “**includes**” and “**including**” are deemed to be followed by the words “**without limitation**”
- 1.17 references to any act or omission of the Tenant are deemed to extend to any act or omission of any person at the Premises with the consent of the Tenant

Schedule 2 - Rights

- 1.1 The non-exclusive right for the Tenant and all those authorised by it to pass and re-pass with or without vehicles, plant and equipment between the public highway to the Premises, and to park a vehicle thereon, and where necessary for the purpose of maintenance of the Equipment, by such route as may from time to time reasonably be designated by the Landlord for all proper purposes connected with the use of the Premises or the exercise of the rights granted in this Schedule 2.
- 1.2 The right for the Tenant and all those authorised by it including its customers to enter onto so much of the Landlord's Retained Land as is reasonably necessary, with or without vehicles, plant and equipment at all reasonable times (and at any time in cases of emergency) for all proper purposes connected with the Premises, the Permitted Use or the exercise of the rights granted in this Schedule 2.
- 1.3 The right to the supply of electricity to the Premises through the Cables (such supply to be procured by and paid for by the Tenant).
- 1.4 The right to install, alter, maintain, renew, remove, connect to and enjoy the passage of utilities through the Cables by such route as may from time to time be approved in writing to the Landlord (such approval not to be unreasonably withheld or delayed).
- 1.5 The right to place or exhibit on the Premises subject to prior approval by the Landlord, which shall not be unreasonably withheld, any sign advertising or notification material relating to the Permitted Use and the Equipment.

Schedule 3 - Tenant Covenants

1. Rent

The Tenant will pay the Rent to the Landlord without deduction set-off or counterclaim by one single annual payment in advance on the Annual Rent Payment Date, the first of such payment to be made on or before the Rent Commencement Date.

2. Outgoings

2.1 The Tenant shall pay all Outgoings in respect of the Premises save for Outgoings arising from any dealing with the reversion to this lease.

2.2 The Tenant shall pay all costs in connection with the supply of electricity to the Premises.

3. Repair and maintenance

3.1 The Tenant shall:

- (a) keep the Premises in a clean state and the Tenant shall not damage the Premises; and
- (b) cause as little physical damage as reasonably practicable in the course of the exercise of the rights granted in schedule 2 and make good any such physical damage to the Premises and the Landlord's Retained Land as soon as reasonably practicable to the reasonable satisfaction of the Landlord.

4. Use

The Tenant shall not use the Premises otherwise than for the Permitted Use.

5. Legal requirements

The Tenant shall comply with all legal requirements relating to the Premises and the use of it.

6. Equipment

The Tenant may install, replace and operate the Equipment (including signs relating to the operation of the Equipment) at the Premises without the consent of the Landlord.

7. Yielding up

At the termination of the Term if so requested by the Landlord, the Tenant shall yield up the Premises with vacant possession and with all apparatus and equipment either removed or rendered permanently safe and in accordance with the Tenant's obligations in this lease in respect of repair and maintenance.

8. Insurance

8.1 To keep the Premises and the Equipment thereon insured in their full reinstatement value against loss or damage by fire or vandalism and such other risks as the Tenant may require.

- 8.2 The Tenant must keep insured in a sufficient sum and with a reputable insurance office, public liability risks relating to the Premises and Equipment.
- 8.3 The Tenant must at the request of the Landlord (such request not to be made more frequently than once a year) supply the Landlord with full details of the insurance policy and evidence of payment of the current year's premiums.
- 8.4 If the Premises or any part of it is damaged or destroyed by an insured risk, the Tenant shall:
- (a) promptly notify the Landlord and make a claim under the insurance policy for the Premises;
 - (b) notify the Landlord immediately if the insurer indicates that the reinstatement value will not be recoverable in full under the insurance policy;
 - (c) use all insurance money received to repair the damage in respect of which the money was received or (as the case may be) to rebuild or reinstate the Premises and make good any shortfall out of the Tenant's own monies;
 - (d) promptly take such steps as may be necessary and proper to obtain all planning and other consents to repair (or as the case may be) rebuild or reinstate the Premises;
 - (e) subject to obtaining such consents, reinstate or rebuild the Premises in a manner equivalent in size, quality, layout and facilities to the Premises prior to the damage. If the relevant consents cannot be obtained then to reinstate or rebuild the Premises in a manner and with facilities that are reasonably equivalent to those previously at the Premises.

9. Indemnity

The Tenant shall indemnify the Landlord in respect of all liabilities incurred, all damage and loss suffered, all claims, demands, actions and proceedings and properly incurred costs and expenses arising as a consequence of any breach of the tenant covenants by the Tenant.

10. Value Added Tax

Subject to receipt of a valid VAT invoice, the Tenant shall pay and indemnify the Landlord against any Value Added Tax chargeable on the Rent or on any other sum payable by the Tenant under this lease and (save to the extent that the Landlord can reclaim it) on any payment made by the Landlord which the Tenant is obliged to reimburse.

11. Alienation

- 11.1 The Tenant may not assign, underlet, hold on trust, part with, or share the possession or occupation of the Premises in whole or in part.
- 11.2 Notwithstanding the provisions of paragraph 11.1 above, the Tenant may share occupation of the Premises with any company that is a member of the same group (within the meaning of section 42 of the 1954 Act) as the Tenant for as long as that company remains within that group and provided that no relationship of landlord and tenant is established by that arrangement.

11.3 "The Tenant may not charge the whole or a part or parts of the Premises.

12. Registration

The Tenant shall (if this lease is registrable) as soon as reasonably practicable register this lease at the Land Registry.

Schedule 4 - Landlord Covenants

1. Quiet Enjoyment

Subject to the Tenant paying the Rent and other sums payable by the Tenant and performing the Tenant's obligations under this lease, the Landlord shall allow the Tenant to quietly possess and enjoy the Premises during the Term without any interruption by the Landlord or any person lawfully claiming through under or in trust for it.

2. Retained Land

- 2.1 The Landlord shall not make any alteration to the Landlord's Retained Land (or the landlord's adjoining property to the extent that it will impact the use of the Premises for the Permitted Use) nor plant any tree or shrub or erect any structure on, under or over the Landlord's Retained Land (or the landlord's adjoining property) which adversely affects the Permitted Use other than with the prior written consent and under the supervision of the Tenant (such consent not to be unreasonably withheld or delayed).

3. Cables and Electricity Supply

- 3.1 The Landlord shall not interfere with or obstruct either the operation of the Cables, or the access to the Cables.
- 3.2 If the electricity supply to the Premises is interrupted due to an act or default of the Landlord only, the Landlord agrees the Rent (or a fair proportion of it) will not be payable for such period of interruption until the electricity supply is reinstated and the Premises are again fit for use.

4. Landlord Warranty

- 4.1 The Landlord warrants that:
- (a) the Landlord has sufficient title to grant this lease.
 - (b) the Permitted Use is not in breach of any of the third party rights of which the Landlord is aware; and
 - (c) exercise of the rights granted by this lease will not conflict with or be in breach of any third party rights granted by the Landlord

5. Parking Enforcement

The Landlord will co-operate with the Tenant in extending the operation of any existing parking enforcement scheme the Landlord operates from time to time to enforcing the parking restrictions within the vicinity of the Premises.

6. Wayleaves

If requested to do so by the Tenant due to the requirements of a telecommunications provider or distribution network provider in relation to the use of the Premises the Landlord shall (subject to the Tenant paying the Landlord's reasonable and proper costs incurred in doing so) together with the

Tenant enter into a wayleave or such other form of consent with a telecommunications provider or distribution network provider in such form as shall be approved by the Landlord (such approval not to be unreasonably withheld or delayed) and the Tenant shall indemnify the Landlord for any liability incurred in relation to the same.

7. Planning

The Landlord shall not object to any application by the Tenant under the Planning Acts which relates to the use of the Premises for the Permitted Use in accordance with plans agreed by the Landlord, and shall if required by the Tenant (and subject to the Tenant paying the Landlord's reasonable and proper costs incurred in doing so) be a party to any planning obligations required by a Local Authority in order to consent to the same and bind the land in relation to the Landlord's interest therein and not so as to assume any other liability thereunder.

8. Parking Management

The Landlord will use reasonable endeavours to manage parking of vehicles at the Landlord's Retained Land so that the use of the Premises for the Permitted Use, or the exercise of the rights mentioned in Schedule 2, is not obstructed or hindered, and in assessing reasonable endeavours for this purpose, regard shall be had to the parking management arrangements the Landlord had in place immediately before the date of this lease and the parking management arrangements the Landlord has had in place during the Term.

Schedule 5 - Agreements and Declarations

1. Mutual Break Option

- 1.1 Either the Landlord or the Tenant may terminate this lease by a serving a Break Notice on the other party at least 3 months before the Break Date specified in the Break Notice.
- 1.2 Following service of a Break Notice this lease shall terminate on the Break Date.
- 1.3 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.
- 1.4 If this lease terminates in accordance with Paragraph 1.2 of this Schedule then, within 14 days after the Break Date, the Landlord shall refund to the Tenant the proportion of the Rent and any VAT thereon paid in respect of the period after the Break Date, calculated on a daily basis.

2. Forfeiture

- 2.1 If the whole or any part of the Rent or any other sum payable by the Tenant under this lease is unpaid for twenty one days after becoming payable (whether formally demanded or not) or if any material obligation on the part of the Tenant is not observed or if (in relation to an individual Tenant) an application or a bankruptcy petition is presented or a proposal is made for a voluntary arrangement or he enters into a deed of arrangement or if (in relation to a corporate Tenant) it goes into compulsory or voluntary liquidation (excluding a voluntary winding up for the amalgamation or reconstruction of a solvent company) a receiver manager administrative receiver administrator or provisional liquidator is appointed or an administration application or order is considered or made or steps are taken to obtain a moratorium or a proposal is made for a voluntary arrangement or a scheme of arrangement THEN in any such case the Landlord may re-enter the Premises (or any part of them in the name of the whole) and thereupon the tenancy created by this lease will determine but without prejudice to any rights of the Landlord in respect of any antecedent breach of any of the Tenant's obligations in this lease PROVIDED THAT before re-entering the Premises pursuant to this clause or commencing any proceedings for forfeiture of this lease other than on the grounds that the rent is in arrears, the Landlord shall:

- (a) give notice of the breach complained of to any mortgagee of this lease of whom the Landlord has received notice; and
- (b) if the mortgagee confirms in writing to the Landlord within 14 days of the notice that it wishes to remedy the breach, allow the mortgagee 28 days (or such longer time as may be reasonable in view of the nature of the breach) to remedy the breach.

3. Suspension of Rent

- 3.1 If the Premises or the Landlord's Retained Land are either:
 - (a) damaged by fire or any other risk so as the Premises are unfit for occupation and use and payment of the insurance money is not refused wholly or in part through the fault of the Tenant or
 - (b) are not effectively accessible then:

the Rent (or a fair proportion of it) will not be payable until the damage is made good and the Premises are again fit for occupation and use or are effectively accessible; and

- (c) if three months from the damage it has not been made good and the Premises are still unfit for occupation and use or are not accessible the Landlord or the Tenant may by written notice served on the other within four weeks of the expiry of the said period of three months (provided the Premises are still unfit for occupation and use or are inaccessible at the time of service of the notice) determine this lease but without prejudice to any antecedent rights which either party may have against the other and the Landlord and Tenant shall be entitled to any insurance monies received by the Landlord in proportion to the value of their interest in the Premises.

4. Notices

4.1 Any notice given under or in connection with this lease shall be in writing and for the purposes of this clause an email is not in writing, and shall be given:

- (i) by hand; or
- (ii) by pre-paid first-class post or other next working day delivery service at the party's address stated in the Particulars, or such other address as shall be notified in writing from time to time for this purpose.

4.2 If a notice complies with the above, it shall be deemed to have been received:

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

4.3 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.

4.4 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this lease.

5. Other

5.1 The Tenant does not have the benefit of any easement right or privilege except any expressly granted by this lease.

5.2 This lease is subject to English Law and all disputes will be heard within the exclusive jurisdiction of the English Courts and the parties irrevocably and unconditionally submit to the jurisdiction of the English Courts.

EXECUTED AS A DEED by)
[HOST NAME])
)
) [AUTHORISED SIGNATORY]

in the presence of:

Signature of witness:
Witness Name:
Witness Address:
.....
Witness Occupation:

EXECUTED AS A DEED by)
Charge my Street Ltd)

acting by a director)
Director

in the presence of:

Signature of witness:
Witness Name:
Witness Address:
.....
Witness Occupation: