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| lEASE |
| BetweenINSERTandCHARGE MY STREET LIMITED |
| RELATING TO VEHICLE CHARGING POINTS AT INSERT |

**LEASE SUMMARY:**

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| **Term and expiry date:** | 7 years from the date of installation |
| **Name and address of Landlord:** | Insert |
| **Name and address of Tenant:** | Name: Charge My Street Limited (a Community Benefit Society)Company No: Registered with The Financial Conducts Authority under FCA No 7704Registered Office: Office 5-2-14, White Cross Business Park,  Lancaster, LA1 4XQ |
| **Premises:** | The Premises located at INSERT registered at HM Land Registry with INSERT shown on the Title Deed plan edged in red and consisting of the two parking bays shown edged green on the site plan in the Lease agreement. |
| **Equipment**: | Two vehicle charging stations to be installed at the Premises, together with electrical feeder pillar cabinet and any additional or replacement equipment which the Tenant may from time to time install on the Premises. |
| **Availability of EV chargepoint bays:** | The EV chargepoint bays will be available for public use at the following times: 24 hours a day, 365 days a year, although it is accepted that at certain times this might not be possible. |
| **Rent, rent payment dates and rent free periods:** | A peppercorn rent of one pound per year. Rent to be exclusive of VAT and payable annually. |
| **Break clauses:** | 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, which shall be no earlier than the 3rd anniversary of the term of the lease.  |
| **Insurance:** | The Tenant must keep insured in a sufficient sum and with a reputable insurance office, public liability risks relating to the Premises and Equipment. |
| **Outgoings:** | The Tenant shall pay all Outgoings in respect of the Premises, including all costs for the supply of electricity to the Premises, save for Outgoings arising from the reversion to this lease.In the event that the chargepoints are connected to the Landlord’s electricity supply, the Tenant will reimburse the Landlord quarterly for electricity used at the kWh rate charged for their supply. |
| **Permitted use:** | The erection and operation of the Equipment for use as vehicle charging points for electric vehicles. |
| **Repair and decoration provisions:** | 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. |
| **Alienation provisions:** | 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. The Tenant may share occupation of the Premises with any company that is a member of the same group. |
| **Other terms to note:** | The Tenant shall comply with all legal requirements relating to the Premises and the use of it.The Tenant may install, replace and operate the Equipment (including signs relating to the operation of the Equipment). |
| **Rights granted:** | The right for the Tenant and all those authorised by it for all proper purposes connected with the use of the Premises or the exercise of the rights granted in Schedule 2.The right to the supply of electricity to the Premises through the Cables.The right to install, alter, maintain, renew, remove, connect to and enjoy the passage of utilities through the Cables.The right to place or exhibit on the Premises signs or notification material relating to the Permitted Use of the Equipment. |
| **Landlord’s Covenants:** | The Landlord shall not make any alteration to the extent that it will impact the use of the Premises for the Permitted Use.The Landlord shall not interfere with or obstruct either the operation of the Cables, or the access to the Cables.The Landlord will co-operate in extending the operation of any existing parking enforcement scheme the Landlord enforcing the parking restrictions within the vicinity of the Premises.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. |

The Parties agree as follows

PARTICULARS OF LEASE

|  |  |
| --- | --- |
| 1. **This Lease is Dated**:
 | [INSERT DATE EQUIPMENT INSTALLED]  |
| 1. **Landlord:**
 | INSERT |
| 1. **Tenant:**
 | Name: Charge My Street Limited (a Community Benefit Society)Company No: Registered with The Financial Conducts Authority under FCA No 7704Registered Office: Office 5-2-14, White Cross Business Park,  Lancaster, LA1 4XQ |
| 1. **Premises:**
 | The Premises located at INSERT registered at HM Land Registry with INSERT consisting of the two parking bays shown edged green on the site plan in the Lease agreement. |
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|  |  |
| 1. **Term**:
 | The period of 7 years commencing on and including the date of this Lease. |
| 1. **Rent:**
 | Means a rent of one peppercorn per year. |
| 1. **Equipment**:
 | Two vehicle charging stations to be installed at the Premises, together with electrical feeder pillar cabinet and any additional or replacement equipment which the Tenant may from time to time install on the Premises. |
| 1. **Rent Commencement Date:**
 | The date of this Lease. |
| 1. **Annual** **Rent Payment Date**:
 | Annually on the anniversary of the rent commencement date. |
| 1. **Landlord’s Retained Land:**
 | The land and buildings adjoining the Premises occupied by the Landlord known as INSERT and any neighbouring or adjoining property in which the Landlord acquires an interest during the Term. |

* 1. Definitions and Interpretation

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

* 1. 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.

* 1. Tenant’s Covenants

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

* 1. Landlord’s Obligations

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

* 1. Provisos

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

1. – Definitions and Interpretation

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

* + - 1. “**1954 Act**”: the Landlord and Tenant Act 1954;
			2. “**Break Date**”: a date which is no earlier than 3 years after this agreement has been signed..
			3. “**Break Notice**”: written notice to terminate this lease specifying the Break Date.
			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;
			5. **“Outgoings”**: all existing and future rates duties and taxes and charges for utilities;
			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;
			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;
			8. 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
			9. words denoting persons include firms companies and corporations and vice versa
			10. the singular includes the plural and vice versa and one gender includes any other
			11. obligations of a party to this lease are deemed to be joint and several obligations where that party is more than one person
			12. where there are two or more persons at any time included in the expressions “**Tenant**” will include all or any one of them
			13. every obligation of the Tenant not to do an act or thing includes an obligation not to allow it to be done
			14. references to clauses paragraphs and schedules are to clauses and paragraphs of and schedules to this lease
			15. the words “**include**” “**includes**” and “**including**” are deemed to be followed by the words “**without limitation**”
			16. 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
1. - Rights

	* + 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.
			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.
			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).
			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).
			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.
2. - 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.

* + 1. Outgoings
			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 (such as legal costs relating to an early Break of the lease).
			2. The Tenant shall pay all costs in connection with the supply of electricity to the Premises. In the event that the chargepoints are connected to the Landlord’s electricity supply, the Tenant will reimburse the Landlord quarterly for electricity used at the kWh rate charged for their supply.
		2. Repair and maintenance
			1. The Tenant shall:
				1. keep the Premises in a clean state and the Tenant shall not damage the Premises; and
				2. 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.
		3. Use

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

* + 1. Legal requirements

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

* + 1. 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.

* + 1. 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.

* + 1. Insurance
			1. The Tenant must keep insured in a sufficient sum and with a reputable insurance office, public liability risks relating to the Premises and Equipment.
			2. 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.
			3. If the Premises or any part of it is damaged or destroyed by an insured risk, the Tenant shall:
				1. promptly notify the Landlord and make a claim under the insurance policy for the Premises;
				2. notify the Landlord immediately if the insurer indicates that the reinstatement value will not be recoverable in full under the insurance policy;
				3. 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;
				4. 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;
				5. 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.
		2. 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.

* + 1. Alienation
			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.

**13. Keep Open**

The Tenant covenants to keep the Premises open for use by the public 24 hours a day, 7 days a week, although it is accepted that at certain times this might not be possible.

1. - 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.

* + 1. Retained Land
			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).
		2. Cables and Electricity Supply
			1. The Landlord shall not interfere with or obstruct either the operation of the Cables, or the access to the Cables.
			2. Where applicable, if the data connection or electricity supply to the Premises is interrupted due to an act or default of the Landlord only, the Landlord agrees to restore the supply as soon as possible.
		3. Landlord Warranty
			1. The Landlord warrants that:
				1. the Landlord has sufficient title to grant this lease.
				2. the Permitted Use is not in breach of any of the third party rights of which the Landlord is aware; and
				3. 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
		4. 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.

* + 1. 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.

* + 1. 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.

* + 1. 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.

1. - Agreements and Declarations

	* 1. Mutual Break Option
			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.
			2. Following service of a Break Notice this lease shall terminate on the Break Date.
			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.
			4. If the Landlord leases or otherwise disposes of the Premises within one year of the Break Date to a chargepoint operator or similar which is not the Tenant (or a member of its group company), the Landlord shall pay on demand and on a full indemnity basis the amount calculated as the difference between outstanding costs of the chargepoint installation and the profits made by the chargepoint since the Rent Commencement Date as determined by the Tenant acting reasonably.
		2. Forfeiture
			1. If the whole or any part of the 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 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:
				1. give notice of the breach complained of in this lease; and
				2. if the Tenant confirms in writing to the Landlord within 14 days of the notice that it wishes to remedy the breach, allow the Tenant 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
			1. If the Premises or the Landlord’s Retained Land are either:
				1. 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
				2. are not effectively accessible then:
		4. the Landlord will act in good faith for the damage to be made good and the Premises are again fit for occupation and use or are effectively accessible; Notices
			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:

by hand; or

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.

* + - 1. If a notice complies with the above, it shall be deemed to have been received:
				1. if delivered by hand, at the time the notice is left at the proper address;
				2. if sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting; or
			2. 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.
			3. Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this lease.
		1. Other
			1. The Tenant does not have the benefit of any easement right or privilege except any expressly granted by this lease.
			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.

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| --- | --- |
| **EXECUTED AS A DEED** by | ) |
| **[HOST NAME]** | ) |  |
|  | ) | …………………………………… |
|  | ) | [AUTHORISED SIGNATORY] |
|  |  |  |
| in the presence of:  |  |  |
|  |  |  |
| Signature of witness: | …………………………………… |
| Witness Name: | …………………………………… |
| Witness Address: | …………………………………… |
|  | …………………………………… |
| Witness Occupation: | …………………………………… |

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| **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: | …………………………………… |