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| lEASE |
| Between[NAME OF LANDLORD]andCHARGE MY STREET LIMITED |
| RELATING TO VEHICLE CHARGING POINTS AT [NAME AND ADDRESS OF PROPERTY] |

**LEASE SUMMARY:**

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| **Term and expiry date:** | 10 years from the date of installation |
| **Name and address of Landlord:** | Name: [Insert Company Name]Company No: [Insert Company No.]Reg Office: [Insert Reg. Address of Company] |
| **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 [Address of Premises] registered at HM Land Registry with [Title No.] 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 @ 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 rent of one peppercorn per year. Rent to be exclusive of VAT and payable annually in advance on the date to be inserted. |
| **Break clauses:** | The Tenant may terminate this lease by a serving a Break Notice on the Landlord at least 3 months before the Break Date specified in the Break Notice, which shall be no earlier than the 1st 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 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 or to the supply of electricity to the Equipment.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

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| 1. **This Lease is Dated**:
 | [INSERT DATE EQUIPMENT INSTALLED]  |
| 1. **Landlord:**
 | Name: [Insert Company Name]Company No: [Insert Company No.]Reg Office: [Insert Reg. Address of Company] |
| 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 known as [Name of Premises] located at [Address of Premises] registered at HM Land Registry with [Title No.] shown on the Title Deed plan below edged in red and consisting of the two parking bays shown edged green on the site plan below. |
| **TO BE REPLACED WITH SITE TITLE DEED PLAN** |  |
| **TO BE REPLACED WITH SITE PLAN SHOWING LOCATION OF BAYS** |  |
| 1. **Term**:
 | The period of 10 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 [NAME OF PREMISES] 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 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 one year 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; and
			8. headings in this lease are for convenience only and will not affect its interpretation or construction
			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
			10. words denoting persons include firms companies and corporations and vice versa
			11. the singular includes the plural and vice versa and one gender includes any other
			12. obligations of a party to this lease are deemed to be joint and several obligations where that party is more than one person
			13. where there are two or more persons at any time included in the expressions “**Tenant**” will include all or any one of them
			14. every obligation of the Tenant not to do an act or thing includes an obligation not to allow it to be done
			15. references to clauses paragraphs and schedules are to clauses and paragraphs of and schedules to this lease
			16. the words “**include**” “**includes**” and “**including**” are deemed to be followed by the words “**without limitation**”
			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
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.
			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.
		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. 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.

* + 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 without landlords consent such consent not to be unreasonably withheld or delayed .
			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.
			3. “The Tenant may not charge the whole or a part or parts of the Premises.
		2. Registration

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

**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 reasonably 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. Landlord's Buy-Back Right and Break Option
			1. The Tenant may terminate this lease by a serving a Break Notice on the Landlord 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 wishes to terminate this lease, the Landlord may, from the third anniversary of the date of this Lease onwards, serve in writing on the Tenant to terminate this lease on the date specified in the notice, which date shall not be less than three months after the date of service of the notice. On expiry of the notice, this lease shall terminate, termination under this clause 1.4 is subject to the Landlord purchasing the Equipment for the Price specified in Schedule 6 and the observation and performance of the terms in Schedule 6.
		2. Forfeiture
			1. If the Tenant breaches a condition of or a tenant covenant in this Lease (with the exception of payment of Rent, receipt of which is acknowledged by the Landlord) 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 shall immediately end 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:
			2. give written notice to the Tenant of the breach complained of in this Lease; and
			3. if the Tenant confirms in writing to the Landlord within 28 days of the notice that it wishes to remedy the breach, allow the Tenant 56 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:

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;

* + 1. 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.
	1. Terms of Purchase
		1. **Price**
			1. The price payable by the Landlord to the Tenant for the Equipment shall be calculated as follows (**Price**):

A/C$\frac{A}{30 }$ x B

Where:

**A** = **Residual Term**

**B** = **Equipment Cost**

**C = Contractual Term**

* + - 1. For the purposes of calculating the Price:

**Contractual Term:** shall be the original Contractual Term excluding any right to terminate the lease.

1. **Equipment Cost:** means £[ ].
2. **Residual Term:** means the number of unexpired years of the Contractual Term, rounded up to the nearest year subject to paragraph 1.3 below.

E.g. The landlord wish to buy the chargepoint equipment 4 years after installation. They have a 7 year lease with the tenant.

A - Residual term is 3 years

B - the chargepoint equipment cost is £10,000

C - Contractual Term is 7 years

=3/7 x 10,000 = £4286

* + - 1. In the first 3 years of the Contractual Term the Residual Term shall be deemed to be [30].
			2. The Tenant will calculate the price payable for the Equipment and confirm this to the Landlord in writing.
			3. The Landlord will pay to the Tenant the amount calculated by the Tenant as soon as reasonably practicable and in any event within 30 days of receiving notice of such calculation.
			4. The Tenant's calculations shall be final and binding except in the case of manifest error or fraud.
		1. Title & Documents
			1. Upon receiving payment of the Price in full from the Landlord (“**Completion**”),
				1. title to the Equipment will pass to the Landlord;
				2. the Tenant will supply to the Landlord all manuals, guarantees and other material papers in connection with the Equipment;
				3. the Tenant shall be released from the Tenant’s obligations to reinstate the Property on expiry of the Term (including but not limited to the obligations contained within clause 18) save that the Tenant shall still be required to make good any damage caused to the Property during the Term and shall ensure that the Property is left in a clean and tidy condition;
				4. the Landlord shall be responsible for complying with any obligation in any Planning Agreement or planning permission to decommission the Development and reinstate the Property and Landlord’s Property and shall indemnify the Tenant in respect of any liability or cost properly incurred by the Tenant arising from any failure by the Landlord to comply with such obligation;
				5. For the avoidance of doubt the Tenant shall have no liability in respect of the Equipment from Completion;
				6. On Completion this Lease shall automatically terminate but this shall be without prejudice to any right or remedy in respect of any breach of the covenants of this lease.

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| **EXECUTED AS A DEED** by | ) |
| **[HOST NAME]** | ) |  |
|  | ) | …………………………………… |
|  | ) | [AUTHORISED SIGNATORY] |
|  |  |  |
| **EXECUTED AS A DEED** by | ) |
| **Charge my Street Ltd** | ) |  |
|  |  |  |
| acting by a director | ) | …………………………………… |
|  |  | Director |