

This Lease made on 5th day of September 2019 between

1. [Details of land owner] (e.g., *Somewhere City Council Somewhere street, Somewhere, Somewhereshire SOW 8OP*)

(herein called "the Landlord" which expression where the context so admits includes his successors and assigns)

2. [Details of the new tenant] (e.g., *Forest School CIC incorporated and registered in England and Wales with company number 63804956 whose registered office is at 16 The Woods, Woodland, Woodshire WO8 9FC*) (herein called "the tenants) of the other part

Witnesses as follows:

1. In consideration of the rent and the Tenant's covenants herein respectively reserved and contained the Landlord hereby demises to the Tenants all that piece or parcel of land having 1.15 acres situated at [Site Name] Site, [site location] being more delineated on the plan annexed hereto and thereon edged in red ("the Property") to hold the same unto the Tenants from the 5th day of September 2019 to the term of 5 years
2. The rent during the term shall be [£amount] pounds per annum and the Tenants have agreed to pay the rent for the said term in advance on the date hereof [date]
3. The Landlord agrees to pay to the Tenant an annual revenue grant in the sum of [£amount] pounds per annum by four equal installments for the said term in advance on or before the date hereof in each year
4. The Tenants hereby jointly and severally covenant with the Land, follows:
 - 4.1 To pay the said rent without any deduction whatsoever on the date hereof
 - 4.2.1 To pay and discharge from time to time and at all times during the said term all rates, taxes, charges, assessments and outgoings whatsoever, whether parliamentary, parochial local or of any other description which are now or at any time hereafter may be assessed charged or imposed upon the property or the owner or occupier in respect thereof.
 - 4.2.2 To pay any Value Added Tax properly chargeable on any payment made under the terms of this lease

At all times to keep and manage the property or cause the same to be kept and managed in a good and tidy condition appropriate to its use as a Forest School Site/educational setting for the promotion of Woodland activities for children, adults, families and community groups.

Forest School is defined by the Forest School Association as 'Forest School is a child-centred inspirational learning process, that offers opportunities for holistic growth through regular sessions. It is a long-term program that supports play, exploration and supported risk taking. It develops confidence and self-esteem through learner inspired, hands-on experiences in a natural setting.'

Not to alter or erect any buildings or structures on the property or any part thereof save for any structure that may be required for the property's use as a Forest School Site when the previous written approval of the Landlord will be required but will not be unreasonably withheld or delayed

- 4.3 To preserve all timber and timber-like trees and not to cut lop or injure the same or permit the same to be cut lopped or injured in any way unless the prior written approval of the Landlord has been obtained
- 4.4 Not to assign underlet or part with the possession of the property or any part thereof
- 4.5 Not to affix erect or exhibit or permit to be affixed erected or exhibited to or upon any part of the property or to or upon any buildings, structures or other erections thereon any placard poster painting signboard electric sign or advertisement of any kind whatsoever unless the prior written approval of the Landlord has been obtained
- 4.8.1 To permit the Landlord or his agent at all reasonable times to enter on the property to view the condition thereof and the state of repair of the said fences hedges and gates and for all other reasonable purposes
- 4.8.2 Forthwith to repair and make good all defects and wants of reparation that may then be found and for which the Tenants shall be liable and of which written notice shall be given to the Tenants by the Landlord
- 4.9 To observe and perform or cause to be observed and performed all the provisions and restrictions contained in the Town and Country Planning Act 1990 insofar as they apply to the property and to indemnify and keep indemnified the Landlord in respect of any breach or non-observance by the Tenants (whether by act or omission) of the said provisions and restrictions so far as aforesaid
- 4.10 To indemnify and keep fully indemnified the Landlord against any claims proceedings actions or demands made or brought and all losses damages costs expenses and liabilities reasonably and properly incurred suffered or arising directly or indirectly in respect of or otherwise connected with
 - the use and occupation of the property
 - the state of repair and condition of the property
 - any act omission or negligence of the Tenants or of any person at the property with the express or implied authority of the Tenants
 - any breach of any covenant or other provision of this Lease to be observed or performed by the Tenant
- 4.11 To deliver up the property at the expiration or sooner determination of the said term in such a state of repair and condition as shall be consistent with the foregoing provisions and in particular if requested by the Landlord to remove any structures referred to in Clause 4.5 within 14 days of such request and to make good any damage to the property following such removal to the satisfaction of the Landlord
- 5 The Landlord HEREBY COVENANTS with the Tenants that the Tenants paying the said rent hereby reserved and performing and observing the covenants and conditions and agreements herein contained and on their part to be performed and observed shall and may peaceably and quietly hold and enjoy the property during the said term hereby granted without any lawful interruption or disturbance from or by the Landlord or any person claiming under or in trust for him
- 6 For the avoidance of doubt it is hereby declared and agreed between the parties hereto that nothing herein contained or implied shall prejudice or affect the Landlord's rights powers duties and obligations in the exercise of its functions as a local authority and

the rights powers duties and obligations of the Landlord under all public and private statutes orders and regulations and otherwise howsoever may be as fully and effectively exercised by the Landlord in relation to the Tenants as if the Landlord was not the owner of the property and as if this Lease had not been executed by the Landlord.

- 7 If the Tenants shall fail or neglect to perform any of the covenants conditions or agreements herein contained and on their part to be observed and performed then and in any such case it shall be lawful for the Landlord or any person or persons duly authorised by him to re-enter upon the property or any part thereof in the name of the whole and this lease shall thereupon determine but without prejudice to any right of action claim or remedy of the Landlord in respect of any antecedent breach of any covenant or condition herein contained
- 8 Any notice required to be given to the Landlord shall be duly served if sent by first class post in a prepaid envelope and addressed to the Legal Services Manager of Somewhere Council Any notice to the Tenants shall be duly served if sent in the like manner to the Tenants at their address stated above. Any such notice shall be deemed to have been received on the day on which it ought in due course of post to have been delivered
- 9 The Landlord is not to be responsible to the Tenants or to anyone at the property expressly or by implication with the Tenants' authority for any accident happening or injury suffered or for any damage to or loss of any chattel sustained on the property
- 10.1 The Tenants hereby confirm that before they became contractually bound to enter into the tenancy created by this Lease:
the Landlord served on the Tenants a notice (the "Notice") dated the [date]
in relation to the tenancy created by this Lease in a form complying with the requirements of Schedule 1 to the Regulatory reform (Business Tenancies) (England and Wales) 2003 (the "Order")
the Tenants or a person duly authorised by the Tenants in relation to the Notice made a declaration (the "Declaration") dated the [date] in a form complying with the requirements of Schedule 2 of the Order
- 10.2 The Tenants further confirm that where the Declaration was made by a person other than the Tenants the declarant was duly authorised by the Tenants to make the Declaration on the Tenant's behalf
- 10.3 The Landlord and Tenants agree to exclude the provisions of sections 24 to 28 (inclusive) of the Landlord and Tenant Act 1954 in relation to the tenancy created by this Lease

IN WITNESS whereof the Landlord and the Tenants have executed this deed the day and year first above written

THE COMMON SEAL of

was hereunto affixed in the presence of: