

Lease

relating to

The Dorothy Elmhirst Playing
Field, Totnes, Devon &
Associated Recreational
Buildings, Structures &
Facilities

Dated

The Dartington Hall Trust (1)
Dartington Recreation Association Charitable
Incorporated Association (2)

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PRESCRIBED CLAUSES

LR1. Date of lease

2018

LR2. Title number(s)

LR2.1 Landlord's title number(s)

DN350026 and DN512328 (part)

LR2.2 Other title numbers

None

LR3. Parties to this lease

Landlord

The Dartington Hall Trust whose registered office is at The Elmhirst Centre Dartington Hall Totnes Devon TQ9 6EL (registered charity number 279756 and registered company no 01485560)

Tenant

Dartington Recreation Association Charitable Incorporated Organisation of Dartington, Totnes, Devon (registered charity number 1168817) acting by Amanda Burton and Louise Morpeth two of its charity trustees

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.

See clause 39

LR6. Term for which the Property is leased

The term as specified in this lease at clause 1.1 in the definition of "Contractual Term".

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

The easements as specified in clause 4 of this lease.

LR12. Estate rent charge 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

None

PARTIES

- (1) The Dartington Hall Trust registered company number 01485560 whose registered office is at The Elmhirst Centre Dartington Hall Totnes Devon TQ9 6EL (registered charity number 279756 and registered company no 01485560) (Landlord).
- (2) Dartington Recreation Association Charitable Incorporated Organisation of Dartington, Totnes, Devon (registered charity number 1168817) acting by Amanda Burton and Louise Morpeth two of its charity trustees (Tenant).

AGREED TERMS

1 Interpretation

- 1.1 The definitions and rules of interpretation set out in this clause apply to this lease.

Accessway: the accessway forming part of the Landlord's Neighbouring Property shown coloured brown on Plan 1.

Annual Rent: one peppercorn if demanded.

Base CPI Month: September 2017.

Base Management Fee: of £100.00.

Contractual Term: a term of 99 years commencing on the date of this lease.

CPI: the Consumer Prices Index or any official index replacing it.

Default Interest Rate: one percentage points above the Interest Rate.

Insurance Rent: the aggregate in each year of:

- (a) The gross cost of the premium before any discount or commission for the insurance of the Property, other than any plate glass, for its full reinstatement cost (taking inflation of building costs into account) against loss or damage by or in consequence of the Insured Risks, including costs of demolition, site clearance, site protection and shoring-up, professionals' and statutory fees and incidental expenses, the cost of any work which may be required under any law and VAT in respect of all those costs, fees and expenses; and
- (b) any insurance premium tax payable on the above.

Insured Risks: fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, escape of water or oil, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion, malicious damage, theft or attempted theft, falling trees and branches and aerials, subsidence, heave, landslip, collision, accidental damage to underground services, public liability to anyone else and any other risks which the Tenant reasonably decides to insure against from time to time and Insured Risk means any one of the Insured Risks.

Interest Rate: interest at the base lending rate from time to time of the Bank of England, or if that base lending rate stops being used or published then at a comparable commercial rate reasonably determined by the Landlord.

Landlord's Neighbouring Property: each and every part of the adjoining and neighbouring property in which the Landlord has an interest known as land at Broom Park Field and being

the freehold land retained by the Landlord registered at the Land Registry with title number DN512328 (excluding the Property).

LTA 1954: Landlord and Tenant Act 1954.

Occupational Leases: means

- (a) the leases and the licences existing at the date of this lease relating to some or all of the areas shown coloured variously and labelled on Plan 2; and
- (b) the lease of Meadowbrook Car Park made between Dartington Recreation Association Charitable Incorporated Association (1) and The Dartington Hall Trust (2) dated 2018.

Permitted Use: recreation, sport, education and leisure.

Plan 1: the plan annexed to this lease at Annex 1.

Plan 2: the plan annexed to this lease at Annex 4.

Property: the Dorothy Elmhirst Playing Field, Totnes, Devon and associated recreational buildings, structures and facilities shown edged red on Plan 1.

Reinstatement Cost: the full cost of reinstatement of the Property as reasonably determined by the Tenant from time to time, taking into account inflation of building costs and including any costs of demolition, site clearance, site protection, shoring up, professional fees and expenses and the costs of any other work to the Property that may be required by law and any VAT on any such costs, fees and expenses.

Rent Commencement Date: the date of this lease.

Rent Payment Date: the first day of January in each year of the Contractual Term.

Reservations: all of the rights excepted, reserved and granted to the Landlord by this lease.

Review Date: the first anniversary of the commencement of the Contractual Term and every anniversary of that date.

Service Media: all media for the supply or removal of electricity, gas, water, sewage, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

Third Party Rights: all rights, covenants and restrictions affecting the Property including the matters referred to at the date of this lease in the property register and charges register of title numbers DN350026 and DN512328 (part) and the Occupational Leases;

VAT: value added tax chargeable under the Value Added Tax Act 1994 or any similar replacement or additional tax.

1.2 A reference to this lease, except a reference to the date of this lease or to the grant of this lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.

1.3 A reference to the Landlord includes a reference to the person entitled to the immediate reversion to this lease. A reference to the Tenant includes a reference to its successors in title and assigns.

1.4 The expressions landlord covenant and tenant covenant each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.

- 1.5 Unless the context otherwise requires, a reference to the Property is to the whole and any part of it.
- 1.6 A reference to the term is to the Contractual Term.
- 1.7 A reference to the end of the term is to the end of the term however it ends.
- 1.8 References to the consent of the Landlord are to the consent of the Landlord given in accordance with clause 33.4 and references to the approval of the Landlord are to the approval of the Landlord given in accordance with clause 33.5.
- 1.9 A working day is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.10 Unless otherwise specified, a reference to a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under it and all orders, notices, codes of practice and guidance made under it.
- 1.11 A reference to laws in general is to all local, national and directly applicable supra-national laws in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under them and all orders, notices, codes of practice and guidance made under them.
- 1.12 Any obligation in this lease on the Tenant not to do something includes an obligation not to agree to or suffer that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.13 Unless the context otherwise requires, where the words include(s) or including are used in this lease, they are deemed to have the words "without limitation" following them.
- 1.14 A person includes a corporate or unincorporated body.
- 1.15 References to writing and written do not include faxes or email.
- 1.16 Except where a contrary intention appears, a reference to a clause or Schedule, is a reference to a clause of, or Schedule to, this lease and a reference in a Schedule to a paragraph is to a paragraph of that Schedule.
- 1.17 Clause, Schedule and paragraph headings do not affect the interpretation of this lease.

2 Grant

- 2.1 The Landlord with full title guarantee lets the Property to the Tenant for the Contractual Term.
- 2.2 The grant is made excepting and reserving to the Landlord the rights set out in clause 4, and subject to the Third Party Rights.
- 2.3 The grant is made with the Tenant paying the following as rent to the Landlord:
- (a) the Annual Rent in respect of it;
 - (b) the Insurance Rent; and
 - (c) all interest payable under this lease.

3 Ancillary rights

3.1 The Landlord grants the Tenant the following rights (the Rights):

- (a) the right to use any Service Media that belong to the Landlord and serve the Property and the right to use or connect into any Service Media in the Landlord's Neighbouring Property which are in existence at the date of this lease or are installed or constructed during the Contractual Term; and
- (b) the right to pass and repass over and along the Accessway with or without vehicles for all purposes permitted under this lease.

3.2 In relation to the Rights mentioned in clause 3.1 the Landlord may, at its discretion, re-route or replace or relocate any such Service Media or Accessway and that Right shall then apply in relation to the Service Media, or Accessway as re-routed or replaced or relocated.

3.3 The Rights are granted in common with the Landlord and any other person authorised by the Landlord.

3.4 The Tenant shall exercise the Rights in accordance with this lease and only in connection with the Tenant's use of the Property for the Permitted Use but not for any other purpose.

3.5 The Tenant shall comply with all laws relating to the Rights and all reasonable regulations in connection with the exercise of the Rights that the Landlord may make from time to time and notify to the Tenant in writing.

3.6 Immediately after the end of the term (and notwithstanding that the term has ended), the Tenant shall make an application to remove all entries on the Landlord's title relating to the easements granted by this lease and shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly. The Tenant shall keep the Landlord informed of the progress and completion of its application.

3.7 Neither the grant of this lease nor anything in it confers any right over neighbouring property nor is to be taken to show that the Tenant may have any right over neighbouring property, and section 62 of the Law of Property Act 1925 does not apply to this lease.

4 Rights excepted and reserved

4.1 The following rights are excepted and reserved from this lease to the Landlord for the benefit of the Landlord's Neighbouring Property and to the extent possible for the benefit of any neighbouring or adjoining property in which the Landlord acquires an interest during the term:

- (a) rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the term;
- (b) at any time during the term, the full and free right to develop the Landlord's Neighbouring Property and any neighbouring or adjoining property in which the Landlord acquires an interest during the term as the Landlord may think fit;
- (c) the right to use and to connect into Service Media on the Property which are in existence at the date of this lease, or which are installed or constructed during the term, for the benefit of the Landlord's Neighbouring Property;
- (d) the right to lay, repair, maintain, renew, inspect, replace or reroute any Service Media, roads and other rights of way or fences on the Property for the benefit of the Landlord's Neighbouring Property;
- (e) the right to enter into any new wayleave agreement, easement, contract or licence that may affect the Property along with the right to authorise agents of the grantee

to enter the Property with or without vehicles, plant and machinery and carry out works on the Property, at the grantee's or Landlord's cost, which may be required under those agreements and the right to receive the rents or other payments due under any current or future wayleave agreement, easement, contract or licence relating to the Property;

- (f) the right to fix to, and keep at, the Property any sale or re-letting board as the Landlord reasonably requires;

4.2 The Landlord reserves the right to enter the Property:

- (a) to repair, maintain or replace any structure relating to any of the Reservations; and
- (b) for any other purpose mentioned in or connected with:
 - (i) this lease;
 - (ii) the Reservations; and
 - (iii) the Landlord's interest in the Property.

4.3 The Reservations may be exercised by the Landlord and by anyone else who is or becomes entitled to exercise them, and by anyone authorised by the Landlord subject to the provisions of Clause 4.4.

4.4 No party exercising any of the Reservations, nor its workers, contractors, agents and professional advisors, shall be liable to the Tenant or to any undertenant or other occupier of or person at the Property for any loss, damage, injury, nuisance or inconvenience arising by reason of its exercising any of those Reservations except for:

- (a) physical damage to the Property; or
- (b) any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.

4.5 In exercising the rights excepted and reserved to the Landlord by this lease and any other provisions which involves entry onto the Property, the Landlord must:

- (a) cause and ensure that those exercising such rights on its behalf cause as little damage as reasonably possible to the Property and as little disturbance and inconvenience as reasonably possible to the Tenant and occupiers of the Property; and
- (b) make good "at its own cost and expense" any damage caused in the exercise of such rights.

4.6 The Landlord will ensure that any works are carried out in a good and workmanlike manner with suitable materials having due regard to the reasonable representations of the Tenant.

5 Third Party Rights

5.1 The Tenant shall not breach or permit others at the Property to breach any of the obligations on the Landlord relating to the Third Party Rights (insofar as those obligations relate to the Property) and shall not do anything (even if otherwise permitted by this lease) that may interfere with any Third Party Right. The Tenant shall allow the Landlord and any other person authorised by the terms of the Third Party Right to enter the Property in accordance with its terms for such periods and on such terms as the Landlord reasonably requires in order that the Landlord may comply with the terms of any Third Party Right.

6 The Annual Rent

- 6.1 The Tenant shall pay the Annual Rent (if demanded) in advance on or before the Rent Payment Date.

7 Insurance

- 7.1 The Tenant shall take out and maintain throughout the Contractual Term:

- (a) public liability insurance;
- (b) employer's liability insurance; and
- (c) contents insurance

each for a sum not less than £5 million (or such other sum as the Landlord may reasonably require following annual review of this sum to take account of inflation) for any individual claim or series of claims (together the "Policies" and individually a "Policy"). A copy of the Policies must be provided by the Tenant to the Landlord annually within 20 working days of renewal of each Policy.

- 7.2 To effect and maintain insurance of the Property (with reputable insurers) at its own cost in the joint names of the Landlord and the Tenant. Such insurance shall be against loss or damage caused by any of the Insured Risks for the sum which the Tenant considers to be the full Reinstatement Cost subject to:

- (a) any reasonable exclusions, limitations, conditions or excesses that may be imposed by the insurer; and
- (b) insurance being available on reasonable terms in the London insurance market.

- 7.3 In relation to the insurance effected by the Tenant under clause 7.2:

- (a) within 20 working days of the renewal of the insurance policy to supply the Landlord with:
 - (i) a copy of the current insurance policy and schedule; and
 - (ii) a copy of the receipt for the current year's premium.
- (b) to notify the Landlord of any change in the scope, level or terms of cover as soon as reasonably practicable after the Tenant has become aware of the change;
- (c) if requested by the Landlord in writing, to use reasonable endeavours to procure that the interest of any Landlord's mortgagee is noted on the insurance policy, either by way of a general noting of mortgagees' interests under the conditions of the insurance policy, or specifically.

- 7.4 To inform the Landlord and inform the insurer of the Property immediately that it becomes aware of:

- (a) any matter which occurs in relation to the Tenant or the Property that any insurer or underwriter may treat as material in deciding whether or on what terms, to insure or continue insuring the Property;
- (b) any damage or loss that relates to the Property; and
- (c) any other event occurs which might affect any insurance policy relating to the Property.

7.5 If the Property 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 Property;
- (b) notify the Landlord immediately if the insurer indicates that the Reinstatement Cost 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 Property and make good any shortfall out of the Tenant's own monies;
- (d) promptly take such steps as may be reasonably necessary and proper to obtain all planning and other consents to repair (or as the case may be) rebuild or reinstate the Property;
- (e) subject to obtaining such consents, reinstate or rebuild the Property in a manner equivalent in size, quality, layout and facilities to the Property prior to the damage. If the relevant consents cannot be obtained then to reinstate or rebuild the Property in a manner and with facilities that are reasonably equivalent to those previously at the Property provided always that:
 - (i) the Tenant shall obtain the Landlord's prior approval to any alterations proposed to the size, quality or layout of the Property, such consent not to be unreasonably withheld or delayed.
 - (ii) the Property shall be rebuilt or reinstated to the reasonable satisfaction of the Landlord.

7.6 If, following damage or destruction caused by any of the Insured Risks, the repair, rebuilding or reinstatement of the Property shall be impossible due to the inability to obtain the necessary planning or other consents:

- (a) the Tenant's obligation to reinstate the Property contained in clause 7.5 or otherwise shall no longer apply;
- (b) the Tenant shall hold all proceeds of any insurance in respect of the Property on trust for itself and the Landlord in proportion to their respective interests in the Property immediately before the damage or destruction, as agreed in writing between the Landlord and the Tenant and failing agreement, in the proportions determined pursuant to clause 7.7; and
- (c) the Tenant shall pay (in cleared funds) the Landlord's proportion of such insurance proceeds within twenty Working Days of the date of receipt of the proceeds of the insurance policy or within ten Working Days of the determination pursuant to clause 7.7, whichever is the later.

7.7 Any dispute arising regarding this clause 7 shall be finally determined by arbitration in accordance with the provisions of the Arbitration Act 1996. The tribunal shall consist of one arbitrator appointed by the President for the time being of the Royal Institution of Chartered Surveyors.

8 Rates and taxes

8.1 The Tenant shall pay all present and future rates, taxes and other impositions payable in respect of the Property, its use and any works carried out there, other than:

- (a) any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; or

- (b) any taxes, other than VAT provided that the Landlord shall have delivered to the Tenant a valid VAT invoice addressed to the Tenant for the full amount and insurance premium tax, payable by the Landlord by reason of the receipt of any of the rents due under this lease.

8.2 If any rates, taxes or other impositions are payable in respect of the Property together with other property, the Tenant shall pay a fair proportion of the amount payable.

9 Utilities

9.1 The Tenant shall pay all costs in connection with the supply and removal of electricity, gas, water, sewage, telecommunications, data and other services and utilities used by the Tenant to or from the Property including for the avoidance of doubt where such services are supplied by the Landlord and the Tenant shall pay the Landlord in connection with such services on demand. If any of those costs are payable in relation to the Property together with other property, the Tenant shall pay a fair proportion of all those reasonably and properly incurred costs.

9.2 The Tenant shall comply with all laws and with any recommendations of the relevant suppliers relating to the use of those services and utilities.

9.3 The Tenant shall when requested by any utility provider and/or the Landlord liaise with any utility provider over the location of Service Media which pass under or over the Property and shall allow such utility provider(s) reasonable access in connection therewith.

10 VAT

10.1 All sums payable by the Tenant are exclusive of any VAT that may be chargeable. The Tenant shall pay VAT in respect of all taxable supplies made to it in connection with this lease on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes provided that the Landlord shall have previously delivered to the Tenant a valid VAT invoice addressed to the Tenant for the full amount.

10.2 Every obligation on the Tenant, under or in connection with this lease, to pay the Landlord or any other person any sum by way of a refund or indemnity, shall include an obligation to pay an amount equal to any VAT incurred on that sum by the Landlord or other person, except to the extent that the Landlord or other person obtains credit for such VAT under the Value Added Tax Act 1994.

11 Default interest and interest

11.1 If any Annual Rent or any other money payable under this lease has not been paid by the date it is due, whether it has been formally demanded or not, the Tenant shall pay the Landlord interest at the Default Interest Rate (both before and after any judgment) on that amount for the period from the due date to and including the date of payment.

11.2 If the Landlord does not demand or accept any Annual Rent or other money due or tendered under this lease because the Landlord reasonably believes that the Tenant is in breach of any of the tenant covenants of this lease, then the Tenant shall, when that amount is accepted by the Landlord, also pay interest at the Interest Rate on that amount for the period from the date the amount (or each part of it) became due until the date it is accepted by the Landlord.

12 Costs

12.1 The Tenant shall pay the reasonable and properly incurred costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses (incurred both during and after the end of the term) in connection with or in reasonable contemplation of any of the following:

- (a) the enforcement of the tenant covenants of this lease;
- (b) serving any notice in connection with this lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of those sections, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court; or
- (c) any consent or approval applied for under this lease, whether or not it is granted (unless the consent or approval is unreasonably withheld by the Landlord in circumstances where the Landlord is not unreasonably to withhold it).

12.2 Where the Tenant is obliged to pay or indemnify the Landlord against any solicitors' or other professionals' costs and expenses (whether under this or any other clause of this lease) that obligation extends to those costs and expenses assessed on a reasonable and proper indemnity basis.

13 Accessway

13.1 In addition to the contributions which are made by the Landlord, Bidwell Brook School and Robins Respite Centre, the Tenant covenants with the Landlord to pay the Landlord on demand a fair and reasonable proportion of the cost incurred by the Landlord of maintaining the Accessway.

13.2 The Tenant covenants to pay the Landlord on demand the sum of £100 plus VAT (being a management fee (the "Management Fee")). The Management Fee shall be reviewed on each Review Date to equal £100.00 or, if greater, the indexed amount determined pursuant to this clause.

13.3 The indexed Management Fee for a Review Date shall be determined by multiplying the Base Management Fee by the All Items index value of the CPI for the month one month before the month in which that Review Date falls, then dividing the product by the All Items index value of the CPI for the Base CPI Month.

13.4 The parties acknowledge that the footpath which runs across the Property was installed by Devon County Council to provide a safe walking route to Dartington Primary School and that Devon County Council is responsible for the maintenance and upkeep of the footpath.

14 Compensation on vacating

Any right of the Tenant or anyone deriving title under the Tenant to claim compensation from the Landlord on leaving the Property under the LTA 1954 is excluded, except to the extent that the legislation prevents that right being excluded.

15 Registration of this lease

Promptly following the grant of this lease, the Tenant shall apply to register this lease at HM Land Registry. The Tenant shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly. Within one month after completion of the registration, the Tenant shall send the Landlord official copies of its title.

16 Assignment

16.1 Save as provided for in the rest of this clause 16 and in clause 17 the Tenant shall not assign, underlet, charge, part with or share possession or share occupation of this lease or the Property in whole or part nor hold the lease on trust for any person (except pending registration of a dealing permitted by this lease at HM Land Registry or by reason only of joint legal ownership).

16.2 The Tenant shall not assign the whole of this lease without the consent of the Landlord, such consent not to be unreasonably withheld.

- 16.3 The Tenant shall not assign part only of this lease.
- 16.4 The Landlord and the Tenant agree that for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 the Landlord may give its consent to an assignment subject to all or any of the following conditions:
- (a) a condition that the assignor enters into an authorised guarantee agreement which:
 - (i) is in respect of all the tenant covenants of this lease;
 - (ii) is in respect of the period beginning with the date the assignee becomes bound by those covenants and ending on the date when the assignee is released from those covenants by virtue of section 5 of the Landlord and Tenant (Covenants) Act 1995;
 - (iii) imposes principal debtor liability on the assignor;
 - (iv) requires (in the event of a disclaimer of this lease) the assignor to enter into a new tenancy for a term equal to the unexpired residue of the Contractual Term; and
 - (v) is otherwise in a form reasonably required by the Landlord;
 - (b) a condition that a person of standing acceptable to the Landlord acting reasonably enters into a guarantee and indemnity of the tenant covenants of this lease in the form set out in the Schedule (but with such amendments and additions as the Landlord may reasonably require).
- 16.5 The Landlord and the Tenant agree that for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 the Landlord may refuse its consent to an assignment if any of the following circumstances exist at the date of the Tenant's application for consent to assign this lease:
- (a) the Annual Rent or any other money due under this lease is outstanding or there is a material breach of covenant by the Tenant that has not been remedied; or
 - (b) in the Landlord's reasonable opinion the assignee is not of sufficient financial standing to enable it to comply with the Tenant's covenants and conditions contained in the lease.
- 16.6 Nothing in this clause shall prevent the Landlord from giving consent subject to any other reasonable condition, nor from refusing consent to an assignment in any other circumstance where it is reasonable to do so.
- 17 Underlettings**
- 17.1 The Tenant shall not underlet the whole or part of the Property except in accordance with this clause.
- 17.2 The Tenant shall not underlet the Property:
- (a) together with any property or any right over property that is not included within this lease;
 - (b) at a fine or premium or reverse premium.
- 17.3 Any underletting of the Property for a term of 3 years or less shall not require the consent of the Landlord provided the underlease:
- (a) is in writing; and

- (b) complies with sections 52-54 of the Law of Property Act 1925; and
- (c) is such standard form as approved by the Landlord, such approval not to be unreasonably withheld or delayed, from time to time; and
- (d) shall include an agreement between the Tenant and the undertenant that the provisions of sections 24 to 28 of the LTA 1954 are excluded from applying to the tenancy created by the underlease.

17.4 Any underletting of the Property for a term of more than 3 years, or any underlease which does comply with the provisions of clause 17.3, shall require the prior consent of the Landlord, such consent not to be unreasonably withheld or delayed, and shall be by deed and shall include:

- (a) a covenant by the undertenant, enforceable by and expressed to be enforceable by the Landlord (as superior landlord at the date of grant) and its successors in title in their own right, to observe and perform the tenant covenants in the underlease and any document that is supplemental or collateral to it and the tenant covenants in this lease, except the covenants to pay the rents reserved by this lease; and
- (b) provisions requiring the consent of the Landlord to be obtained in respect of any matter for which the consent of the Landlord is required under this lease,

and shall otherwise be consistent with and include tenant covenants no less onerous (other than as to the Annual Rent) than those in this lease.

17.5 In relation to any underlease the Tenant shall:

- (a) not vary the terms of the underlease nor accept a surrender of the underlease without the consent of the Landlord, such consent not to be unreasonably withheld or delayed; and
- (b) enforce the tenant covenants in the underlease and not waive any of them nor allow any reduction in the rent payable under the underlease.

17.6 The Tenant will ensure that the Property is made available for use by the public, at less than a full commercial rent but subject to a payment in respect of the expenses of and incidental to the maintenance and use of the Property and subject to those members of the public complying with the Tenant's reasonable requirements to ensure proper use and return of the Property in reasonable condition following such use.

17.7 The Tenant may enter occupational arrangements for periods of 12 months or less with third parties provided the agreements are personal and substantially in the form of the draft appended to this lease at Annex 3 and not intended to grant the occupier security of tenure.

Provided always that the Landlord accepts that the Property is let subject to and with the benefit of the Occupational Leases and shall raise no objection in respect of the historic arrangements prevailing on the commencement of the Contractual Term.

17.8 The Tenant shall provide the Landlord with full details of all occupational arrangements (including details of all current occupiers and copies of the documents under which they occupy) provided that the Tenant shall not be required to produce copies of such documents more than once in any one calendar year.

18 Closure of the registered title of this lease

Immediately after the end of the term (and notwithstanding that the term has ended), the Tenant shall make an application to close the registered title of this lease and shall ensure that any requisitions raised by the Land Registry in connection with that application are dealt

with promptly and properly; the Tenant shall keep the Landlord informed of the progress and completion of its application.

19 Repairs

- 19.1 The Tenant shall keep the Property (including for the avoidance of doubt any buildings, structures and facilities erected on the Property) in good repair and condition provided that the Tenant shall not be required to keep the Property in any better state of repair or condition than as evidenced by the annexed schedule of condition (at Annex 2) Provided Further That the schedule of condition shall not apply with respect to any buildings, structures or facilities which are erected by the Tenant during the term of this lease.
- 19.2 The Tenant shall maintain the boundaries, undertake grass cutting, maintain and mark out appropriately any sports pitches (including relevant and appropriate goalposts for such pitches), maintain any hedges and conservation and nature spaces in a reasonable and proper manner and as often as is reasonably necessary.
- 19.3 At the end of the term the Tenant shall leave the Property, clean, tidy and clear of rubbish and in such condition as is required by this lease and shall keep and leave clean and free from obstruction all Service Media on the Property and in such condition as is required by this lease.
- 19.4 The Landlord shall be responsible for the surveying and maintenance from time to time of any trees at the Property including cutting the grass verge and maintaining the oak tree the relevant area being shaded green on Plan 1 and the Landlord shall have full rights of access with or without machinery and vehicles in order to undertake such tasks.

20 Alterations

- 20.1 The Tenant shall not
- (a) build on the Property; and/or
 - (b) make any alteration or addition to the Property other than day to day maintenance; and/or
 - (c) shall not make any opening in any boundary structure of the Property.
- save with the permission of the Landlord.
- 20.2 The Tenant shall not erect any shed or other structure without the prior written consent (including as to the design of the shed or structure) of the Landlord (such consent not to be unreasonably withheld or delayed) and the Tenant shall comply with all necessary planning laws and procure at its own cost all relevant consents relating to any such works and provide copies of all such consents to the Landlord on demand.

21 Signs

- 21.1 In this clause Signs include signs, fascia, placards, boards, and advertisements.
- 21.2 The Tenant shall not attach any Signs at the Property or to the exterior of any building on the Property or display any inside any building on the Property so as to be seen from the outside except Signs of a design, size and number and in a position that are appropriate to the Property and the Permitted Use and which have first been approved by the Landlord (such approval not to be unreasonably withheld or delayed) provided always that nothing in this sub-clause or in any other provision of this lease shall preclude the Tenant from displaying its usual name and logo (if any).
- 21.3 The Tenant shall acknowledge the involvement of the Landlord with the Property and ensure that any Signs as well as email and written communications given by the Tenant in

connection with the Property include the express acknowledgment "Supported by the Dartington Hall Trust".

21.4 Before the end of the term, the Tenant shall remove any Signs placed by it at the Property and shall make good any damage caused to the Property by that removal.

21.5 The Tenant shall allow the Landlord to fix to and keep at the Property any sale or re-letting board as the Landlord reasonably requires.

22 Returning the Property to the Landlord

22.1 At the end of the term the Tenant shall return the Property to the Landlord in the condition as required by this lease.

22.2 At the end of the term, the Tenant shall remove from the Property all chattels belonging to or used by it.

22.3 The Tenant irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels or items it has fixed to the Property and which have been left by the Tenant on the Property for more than twenty working days after the end of the term. The Landlord shall not be liable to the Tenant by reason of that storage or disposal. The Tenant shall pay any reasonably and properly incurred costs in respect of any claim made by a third party in relation to that storage or disposal.

23 Use

23.1 The Tenant shall not use the Property for any purpose other than the Permitted Use provided that it shall also be permitted to use the parking spaces shown coloured blue on Plan 1 for the parking of not more than two vehicles.

23.2 The Tenant shall not use the Property for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Landlord, its other tenants or any other owner or occupier of neighbouring property.

24 Compliance with laws

24.1 The Tenant shall comply with all laws relating to the Property and the occupation and use of the Property by the Tenant;

24.2 Within five working days after receipt of any notice or other communication affecting the Property (and whether or not served pursuant to any law) the Tenant shall:

- (a) send a copy of the relevant document to the Landlord; and
- (b) take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may require.

24.3 As soon as the Tenant becomes aware of any defect in the Property, it shall give the Landlord notice of it. The Tenant shall indemnify the Landlord against any liability under the Defective Premises Act 1972 in relation to the Property by reason of any failure of the Tenant to comply with any of the tenant covenants in this lease.

25 Encroachments, obstructions and acquisition of rights

25.1 The Tenant shall keep the Property secure so far as is reasonably practicable.

25.2 If a third party makes or attempts to make any encroachment over the Property or takes any action by which a right may be acquired over the Property, the Tenant shall:

- (a) immediately give notice to the Landlord;

- (b) take all steps (including any proceedings) at its own cost that the Landlord reasonably requires to prevent or license the continuation of that encroachment or action

25.3 The Tenant shall not obstruct the flow of light or air to the Property nor obstruct any means of access to the Property.

25.4 The Tenant shall not make any acknowledgement that the flow of light or air to the Property or that the means of access to the Property is enjoyed with the consent of any third party.

25.5 If any person takes or threatens to take any action to obstruct the flow of light or air to the Property or obstruct the means of access to the Property, the Tenant shall:

- (a) immediately notify the Landlord; and
- (b) take all steps (including proceedings) the Landlord reasonably requires to prevent or secure the removal of the obstruction.

26 Notify defects

26.1 The Tenant shall give notice to the Landlord of any defect in or want of repair or damage to the Property for which the Landlord may be responsible under this Lease or any law as soon as reasonably practical after the Tenant becomes aware of it.

27 Breach of repair and maintenance obligations

27.1 The Landlord may enter the Property to inspect its condition and state of repair and may give the Tenant a notice of any breach of any of the tenant covenants in this lease relating to the condition or repair of the Property.

27.2 If the Tenant has not begun any works needed to remedy that breach within two months following that notice (or if works are required as a matter of emergency, then immediately) or if the Tenant is not carrying out the works with all due speed, then the Landlord may enter the Property and carry out the works needed.

27.3 The costs incurred by the Landlord in carrying out any works pursuant to this clause (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand.

27.4 Any action taken by the Landlord pursuant to this clause shall be without prejudice to the Landlord's other rights, including those under clause 30.

28 Indemnity

The Tenant shall keep the Landlord indemnified against all expenses, costs, claims, damage and loss arising from any breach of any tenant covenants in this lease, or any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person on the Property with the actual or implied authority of any of them.

29 Landlord's covenant for quiet enjoyment

The Landlord covenants with the Tenant, that, so long as the Tenant pays the rents reserved by and complies with its obligations in this lease, the Tenant shall have quiet enjoyment of the Property without any lawful interruption by the Landlord or any person claiming under the Landlord.

30 Re-entry and forfeiture

30.1 The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any of the following occurs:

- (a) any rent is unpaid 21 days after becoming payable whether it has been formally demanded or not;
- (b) any material or persistent breach of any condition of, or tenant covenant, in this lease;
- (c) where the Tenant is a corporation:
 - (i) the entering into a voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant; or
 - (ii) the making of an administration order in relation to the Tenant, or
 - (iii) the appointment of an administrator, or the appointment of an administrator, in any case in relation to the tenant; or
 - (iv) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant ; or
 - (v) the commencement of a voluntary winding-up in respect of the Tenant, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies; or
 - (vi) upon a winding-up order in respect of the Tenant; or
 - (vii) the striking-off of the Tenant from the Register of Companies; or
 - (viii) the Tenant otherwise ceasing to exist,
- (d) where the Tenant is an individual:
 - (i) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant; or
 - (ii) the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant.

30.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause, this lease shall immediately end, but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant by the Tenant or any guarantor.

31 Liability

31.1 At any time when the Landlord, the Tenant or a guarantor is more than one person, then in each case those persons shall be jointly and severally liable for their respective obligations arising by virtue of this lease. The Landlord may release or compromise the liability of any one of those persons or grant any time or concession to any one of them without affecting the liability of any other of them.

31.2 The obligations of the Tenant arising by virtue of this lease are owed to the Landlord and the obligations of the Landlord are owed to the Tenant.

31.3 In any case where the facts are or should reasonably be known to the Tenant, the Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this lease unless and until the Tenant has given the Landlord notice of the facts that give rise to the failure and the Landlord has not remedied the failure within a reasonable time.

32 Entire agreement and exclusion of representations

- 32.1 This lease constitutes the entire agreement and understanding of the parties relating to the transaction contemplated by the grant of this lease and supersedes any previous agreement between the parties relating to the transaction.
- 32.2 The Tenant acknowledge that in entering into this lease neither has relied on, nor shall have any remedy in respect of, any statement or representation made by or on behalf of the Landlord.
- 32.3 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.
- 32.4 Nothing in this clause shall, however, operate to limit or exclude any liability for fraud.

33 Notices, consents and approvals

- 33.1 Except where this lease specifically states that a notice need not be in writing, or where notice is given in an emergency, any notice given pursuant to this lease shall be in writing.
- 33.2 A written notice shall be delivered by hand or sent by pre-paid first class post or registered post. A correctly addressed notice sent by pre-paid first class post shall be deemed to have been delivered at the time at which it would have been delivered in the normal course of the post.
- 33.3 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this lease.
- 33.4 Where the consent of the Landlord is required under this lease, a consent shall only be valid if it is given by deed, unless:
- (a) it is given in writing and signed by a person duly authorised on behalf of the Landlord; and
 - (b) it expressly states that the Landlord waives the requirement for a deed in that particular case.

If a waiver is given, it shall not affect the requirement for a deed for any other consent.

- 33.5 Where the approval of the Landlord is required under this lease, an approval shall only be valid if it is in writing and signed by or on behalf of the Landlord, unless:
- (a) the approval is being given in a case of emergency; or
 - (b) this lease expressly states that the approval need not be in writing.
- 33.6 If the Landlord gives a consent or approval under this lease, the giving of that consent or approval shall not imply that any consent or approval required from a third party has been obtained, nor shall it obviate the need to obtain any consent or approval from a third party.

34 Governing law and jurisdiction

- 34.1 This lease and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 34.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this lease or its subject matter or formation (including non-contractual disputes or claims).

35 Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this lease shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.

36 Landlord and Tenant (Covenants) Act 1995

This lease creates a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995.

37 Costs

The Landlord shall make a contribution of £2,000 towards the Tenant's legal costs and disbursements.

38 Charity Clause

38.1 The Property is held by The Dartington Hall Trust as a non-exempt charity but this lease is one which falls within Section 117(3)(a), (b), (c) or (d) of The Charities Act 2011.

38.2 The Charity Trustees being the persons who have the general control and management of its administration certify that:

- (a) they have power under the provisions establishing the charity and regulating its purposes and administration to effect this lease; and
- (b) they have complied with the provisions of Sections 117-121 of The Charities Act 2011 so far as applicable.

38.3 The Property will as a result of this Lease be held by the Tenant as a non-exempt charity.

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

Guarantee and indemnity

1 Guarantee and indemnity

1.1 The Guarantor guarantees to the Landlord that the Tenant shall:

- (a) pay the rents reserved by this lease and observe and perform the tenant covenants of this lease and that if the Tenant fails to pay any of those rents or to observe or perform any of those tenant covenants, the Guarantor shall pay or observe and perform them; and
- (b) observe and perform any obligations the Tenant enters into in an authorised guarantee agreement made in respect of this lease (the Authorised Guarantee Agreement) and that if the Tenant fails to do so, the Guarantor shall observe and perform those obligations.

1.2 The Guarantor covenants with the Landlord as principal obligor and as a separate and independent obligation and liability from its obligations and liabilities under paragraph 1.1 to indemnify and keep indemnified the Landlord against any failure by the Tenant:

- (a) to pay any of the rents reserved by this lease or any failure to observe or perform any of the tenant covenants of this lease; or
- (b) to observe or perform any of the obligations the Tenant enters into in the Authorised Guarantee Agreement.

2 Guarantor's liability

2.1 The liability of the Guarantor under paragraph 1.1(a) and paragraph 1.2(a) shall continue until the end of the term, or until the Tenant is released from the tenant covenants of this lease by virtue of the Landlord and Tenant (Covenants) Act 1995, if earlier.

2.2 The liability of the Guarantor shall not be reduced, discharged or otherwise adversely affected by:

- (a) any time or indulgence granted by the Landlord to the Tenant; or
- (b) any delay or forbearance by the Landlord in enforcing the payment of any of the rents or the observance or performance of any of the tenant covenants of this lease (or the Tenant's obligations under the Authorised Guarantee Agreement) or in making any demand in respect of any of them; or
- (c) any refusal by the Landlord to accept any rent or other payment due under this lease where the Landlord believes that the acceptance of such rent or payment may prejudice its ability to re-enter the Property; or
- (d) the Landlord exercising any right or remedy against the Tenant for any failure to pay the rents reserved by this lease or to observe or perform the tenant covenants of this lease (or the Tenant's obligations under the Authorised Guarantee Agreement); or
- (e) the Landlord taking any action or refraining from taking any action in connection with any other security held by the Landlord in respect of the Tenant's liability to pay the rents reserved by this lease or observe and perform the tenant covenants of the lease (or the Tenant's obligations under the Authorised Guarantee Agreement) including the release of any such security; or

- (f) a release or compromise of the liability of any one of the persons who is the Guarantor, or the grant of any time or concession to any one of them; or
- (g) any legal limitation or disability on the Tenant or any invalidity or irregularity of any of the tenant covenants of the lease (or the Tenant's obligations under the Authorised Guarantee Agreement) or any unenforceability of any of them against the Tenant; or
- (h) the Tenant being dissolved, or being struck off the register of companies or otherwise ceasing to exist, or, if the Tenant is an individual, by the Tenant dying or becoming incapable of managing its affairs; or
- (i) without prejudice to paragraph 4, the disclaimer of the Tenant's liability under this lease or the forfeiture of this lease; or
- (j) the surrender of the lease in respect of part only of the Property, except that the Guarantor shall not be under any liability in relation to the surrendered part in respect of any period after the surrender, or

by any other act or omission except an express written release by deed of the Guarantor by the Landlord.

2.3 The liability of each of the persons making up the Guarantor is joint and several.

2.4 Any sum payable by the Guarantor shall be paid without any deduction, set-off or counter-claim against the Landlord or the Tenant.

3 Variations and supplemental documents

3.1 The Guarantor shall, at the request of the Landlord, join in and give its consent to the terms of any consent, approval, variation or other document that may be entered into by the Tenant in connection with this lease (or the Authorised Guarantee Agreement).

3.2 The Guarantor shall not be released by any variation of the rents reserved by, or the tenant covenants in, this Lease (or the Tenant's obligations under the Authorised Guarantee Agreement) whether or not:

- (a) the variation is material or prejudicial to the Guarantor; or
- (b) the variation is made in any document; or
- (c) the Guarantor has consented, in writing or otherwise, to the variation.

3.3 The liability of the Guarantor shall apply to the rents reserved by and the tenant covenants in this lease (and the Tenant's obligations under the Authorised Guarantee Agreement) as varied except to the extent that the liability of the Guarantor is affected by section 18 of the Landlord and Tenant (Covenants) Act 1995.

4 Guarantor to take a new lease or make payment

4.1 If this lease is forfeited or the liability of the Tenant under this lease is disclaimed and the Landlord gives the Guarantor notice not later than six months after the forfeiture or the Landlord having received notice of the disclaimer, the Guarantor shall enter into a new lease of the Property on the terms set out in paragraph 4.2.

4.2 The rights and obligations under the new lease shall take effect from the date of the forfeiture or disclaimer and the new lease shall:

- (a) be granted subject to the right of any person to have this lease vested in them by the court and to the terms on which any such order may be made and subject to the rights of any third party existing at the date of the grant;
- (b) be for a term that expires at the same date as the end of the Contractual Term of this lease had there been no forfeiture or disclaimer;
- (c) reserve as an initial annual rent an amount equal to the Annual Rent payable under this lease at the date of the forfeiture or disclaimer or which would be payable but for any abatement or suspension of the Annual Rent or restriction on the right to collect it (subject to paragraph 5) and which is subject to review on the same terms and dates provided by this lease;
- (d) be excluded from sections 24 to 28 of the LTA 1954; and
- (e) otherwise be on the same terms as this lease (as varied if there has been any variation).

4.3 The Guarantor shall pay the Landlord's solicitors' costs and disbursements (on a full indemnity basis) and any VAT in respect of them in relation to the new lease and shall execute and deliver to the Landlord a counterpart of the new lease within one month after service of the Landlord's notice.

4.4 The grant of a new lease and its acceptance by the Guarantor shall be without prejudice to any other rights which the Landlord may have against the Guarantor or against any other person or in respect of any other security that the Landlord may have in connection with this lease.

4.5 The Landlord may, instead of giving the Guarantor notice pursuant to paragraph 4.1 but in the same circumstances and within the same time limit, require the Guarantor to pay an amount equal to six months Annual Rent and the Guarantor shall pay that amount on demand.

5 Rent at the date of forfeiture or disclaimer

If at the date of the forfeiture or disclaimer there is a rent review pending under this lease, then the initial annual rent to be reserved by the new lease shall be the greater of:

- (a) the Annual Rent previously payable (or which would have been payable but for any abatement or suspension of the Annual Rent or restriction on the right to collect it) under the lease prior to forfeiture or disclaimer; and
- (b) the open market rent of the Property at the relevant Review Date, as determined by the Landlord before the grant of the new lease.

6 Payments in gross and restrictions on the Guarantor

6.1 Any payment or dividend that the Landlord receives from the Tenant (or its estate) or any other person in connection with any insolvency proceedings or arrangement involving the Tenant shall be taken and applied as a payment in gross and shall not prejudice the right of the Landlord to recover from the Guarantor to the full extent of the obligations that are the subject of this guarantee and indemnity.

6.2 The Guarantor shall not claim in competition with the Landlord in any insolvency proceedings or arrangement of the Tenant in respect of any payment made by the Guarantor pursuant to this guarantee and indemnity. If it otherwise receives any money in such proceedings or arrangement, it shall hold that money on trust for the Landlord to the extent of its liability to the Landlord.

6.3 The Guarantor shall not, without the consent of the Landlord, exercise any right or remedy that it may have (whether against the Tenant or any other person) in respect of any amount paid or other obligation performed by the Guarantor under this guarantee and indemnity unless and until all the obligations of the Guarantor under this guarantee and indemnity have been fully performed.

7 Other securities

7.1 The Guarantor warrants that it has not taken and covenants that it shall not take any security from or over the assets of the Tenant in respect of any liability of the Tenant to the Guarantor. If it does take or hold any such security it shall hold it for the benefit of the Landlord.

7.2 This guarantee and indemnity is in addition to and independent of any other security that the Landlord may from time to time hold from the Guarantor or the Tenant or any other person in respect of the liability of the Tenant to pay the rents reserved by this lease and to observe and perform the tenant covenants of this lease. It shall not merge in or be affected by any other security.

7.3 The Guarantor shall not be entitled to claim or participate in any other security held by the Landlord in respect of the liability of the Tenant to pay the rents reserved by this lease or to observe and perform the tenant covenants of this lease.

Annex 1

Plan 1

Annex 2
Schedule of Condition

Annex 3

Form of Occupational Agreement

Annex 4

Plan 2

Executed as a deed by THE
DARTINGTON HALL TRUST acting
by:

.....
Signature of First Trustee
Print name:

.....
Signature of Second Trustee / Company
Secretary
Print name:

Executed as a deed by DARTINGTON
RECREATION ASSOCIATION
CHARITABLE INCORPORATED
ORGANISATION acting by Amanda
Burton and Louise Morpeth two of its
Charity Trustees:

.....
Signature of First Trustee
Print Name:

.....
Signature of Second Trustee
Print Name: