

DATED

LEASE

relating to

Land lying to the south of Fairview Drive, Lythwood Park, Bayston Hill and land at the north west of Lythwood Road, Bayston Hill

between

SHROPSHIRE COUNCIL

and

BAYSTON HILL PARISH COUNCIL

CONTENTS

CLAUSE

- 1. Interpretation 2
- 2. Grant 5
- 3. Ancillary rights 6
- 4. Rights excepted and reserved 6
- 5. Third Party Rights 7
- 6. Annual Rent and other payments 8
- 7. Common items 9
- 8. Insurance 9
- 9. VAT 9
- 10. Use, repairs and alterations 10
- 11. Compensation on vacating 11
- 12. Compliance with laws and regulations 11
- 13. Prohibition of dealings 12
- 14. Returning the Property to the Landlord 12
- 15. Indemnity 12
- 16. Landlord's covenant for quiet enjoyment 13
- 17. Re-entry and forfeiture 13
- 18. Entire agreement 13
- 19. Tenant's Break 13
- 20. Notices, consents and approvals 14
- 21. Costs 15
- 22. Rights of third parties 15
- 23. Governing law 15
- 24. Jurisdiction 15

SCHEDULE

- Schedule 1 Property 17

This lease is dated

2024

HM Land Registry

Title numbers: SL9766 and SL1747

Administrative area: SHROPSHIRE

Parties

- (1) SHROPSHIRE COUNCIL of Shirehall Abbey Foregate Shrewsbury Shropshire SY2 6ND
(Landlord)
- (2) BAYSTON HILL PARISH COUNCIL of the Parish Office, Lyth Hill Road, Bayston Hill SY3
0EW **(Tenant)**

Agreed terms

1. Interpretation

The following definitions and rules of interpretation apply in this lease.

1.1 Definitions:

Act of Insolvency:

- a) 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 any guarantor;
- b) the making of an application for an administration order or the making of an administration order in relation to the Tenant or any guarantor;
- c) the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to the Tenant or any guarantor;
- d) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant or any guarantor;
- e) the commencement of a voluntary winding-up in respect of the Tenant or any guarantor, 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;
- f) the making of a petition for a winding-up order or a winding-up order in respect of the Tenant or any guarantor;

- g) the striking-off of the Tenant or any guarantor from the Register of Companies or the making of an application for the Tenant or any guarantor to be struck-off;
- h) the Tenant or any guarantor otherwise ceasing to exist (but excluding where the Tenant or any guarantor dies);
- i) the making of an application for a bankruptcy order, the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant or any guarantor;

The paragraphs above shall apply in relation to a partnership or limited partnership (as defined in the Partnership Act 1890 and the Limited Partnerships Act 1907 respectively) subject to the modifications referred to in the Insolvent Partnerships Order 1994 (*SI 1994/2421*) (as amended), and a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000) subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (*SI 2001/1090*) (as amended).

Act of Insolvency includes any analogous proceedings or events that may be taken pursuant to the legislation of another jurisdiction in relation to a tenant or guarantor incorporated or domiciled in such relevant jurisdiction.

Annual Rent: rent at the rate of £1.00 (one pound) per annum which shall be exclusive of any VAT properly chargeable on it.

Break Date: the date stated in the Break Notice on which this lease shall terminate.

Break Notice: notice to terminate this lease in accordance with clause 19.

Contractual Term: a term of ninety-nine (99) years beginning on the date hereof and ending on, and including [] 2123.

Default Interest Rate: 4% per annum above the Interest Rate.

Interest Rate: the base rate from time to time of NatWest PLC, or if that base rate stops being used or published then a comparable commercial rate reasonably determined by the Landlord.

Permitted Use: as a public playing field and recreation ground only

Plans: the plan attached to this lease marked "Plan".

Property: the land at shown edged red on the Plan and more particularly described in 0.

Rent Payment Date: annually on the anniversary of the date of this Lease.

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 the charges register of title numbers SL9766 and SL1747.

VAT: value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar 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.
- 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 and statutory continuation of this lease.
- 1.7 A reference to the **end of the term** is to the end of the term however it ends.
- 1.8 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.9 Unless otherwise specified, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.10 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.11 Any obligation on the Tenant not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.

- 1.12 Unless the context otherwise requires, any words following the term **including, include, in particular, for example**, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or terms preceding those terms.
- 1.13 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.14 A reference to **writing** and **written** excludes fax and email.
- 1.15 Unless the context requires, references to clauses and Schedules are to the clauses and Schedules of this lease and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.16 Clause, Schedule and paragraph headings shall not affect the interpretation of this lease.
- 1.17 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.18 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.19 Unless expressly provided otherwise, the obligations and liabilities of the parties under this lease are joint and several.
- 1.20 In relation to any payment, a reference to a **fair proportion** is to a fair proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord.
- 1.21 If any provision or part-provision of this lease is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this lease.

2. Grant

- 2.1 The Landlord lets the Property to the Tenant for the Contractual Term.
- 2.2 The grant is made together with the ancillary rights set out in clause **3**, 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 and all VAT in respect of it;
- (b) all interest payable under this lease; and
- (c) all other sums due 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.

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

3.3 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.

3.4 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.

3.5 Except as mentioned in this clause 3, 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 any part of any 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 (the **Reservations**) notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them result in a reduction in the flow of light or air to the Property or loss of amenity for the Property provided that they do not materially affect the use and enjoyment of the Property for the Permitted Use:

- (a) at any time during the term, the full and free right to develop any neighbouring or adjoining property in which the Landlord acquires an interest during the term as the Landlord may think fit;
- (b) the right to fix to, and keep at, the Property any sale or re-letting board as the Landlord reasonably requires;
- (c) the right to enter the Property to inspect the condition of the Property and for any other purpose mentioned in or connected with:
 - (i) this lease;

- (ii) the Reservations; or
 - (iii) the Landlord's interest in the Property;
- (d) the exclusive right to all treasure or archaeological artefacts discovered on the Property;
- (e) the right to extract water from any watercourse on or beneath the surface of the Property;
- (f) the right to all game, deer, fish, wildfowl and other wild birds, and the exclusive right to enter the Property to rear, preserve, shoot, kill and take them away, and the exclusive right to hunt, shoot, hawk, sport or fish on or over the Property;
- (g) the right to all timber and trees and to all mines, quarries and minerals and mineral substances and petroleum and its relative hydrocarbons and all stones, sand, brick-earth, clay, gravel and turf on, in or under the Property, with the right of access to cut, fell, work, process and carry away the same, the person exercising such rights making good all damage thereby caused or paying proper compensation for such damage.

4.2 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.

4.3 The Tenant shall allow all those entitled to exercise any of the Reservations to enter the Property at any reasonable time and, except in the case of an emergency, after having given reasonable notice to the Tenant (which notice need not be in writing), with or without their workers, contractors, agents and professional advisors.

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

5. Third Party Rights

5.1 The Tenant shall comply with all 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 Rights.

5.2 The Tenant shall allow the Landlord and any other person authorised by the terms of any of the Third Party Rights to enter the Property in accordance with its terms.

5.3 Should any permission be gained to use the Property for carbon offsetting or biodiversity net gain the Landlord will be entitled to 100% of the proceeds that result from such gain.

6. Annual Rent and other payments

6.1 The Tenant shall pay the Annual Rent and any VAT in respect of it by equal instalments in advance on or before the Rent Payment Dates and the first instalment shall be paid on the date of this lease and shall be the proportion, calculated on a daily basis, for the period from and including the date of this lease until the day before the next Rent Payment Date.

6.2 Payments of Annual Rent and any VAT in respect of it shall be made by banker's standing order or by any other method that the Landlord reasonably requires at any time by giving notice to the Tenant.

6.3 The Tenant shall pay all costs in connection with the supply and removal of all electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the Property. 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 costs.

6.4 The Tenant shall pay all present and future rates, taxes and other impositions and outgoings payable at any time during the term in respect of the Property, its use and any works carried out there, except:

- (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) payable by the Landlord by reason of the receipt of any of the rents due under this lease.

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

6.6 The Tenant shall pay the costs and expenses (assessed on a full indemnity basis) of the Landlord, including any solicitors' or other professionals' costs and expenses and whether incurred during or after the end of the term, in connection with or in contemplation of the enforcement of the tenant covenants of this lease and with any consent applied for in connection with this lease and the preparing and serving of 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.

6.7 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 on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on a daily basis for the period from the due date to and including the date of payment.

- 6.8 The Annual Rent and all other amounts due under this lease shall be paid by the Tenant in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7. Common items

- 7.1 The Tenant shall pay the Landlord on demand a fair proportion of all costs payable by the Landlord for the maintenance, repair, cleaning and renewal of all Service Media, structures and other items used or capable of being used by the Property in common with other land.
- 7.2 The Tenant shall comply with all reasonable regulations the Landlord may make from time to time in connection with the use of any of those Service Media, structures or other items.

8. Insurance

The Tenant shall at its own expense procure and maintain insurance in respect of all third party liability risks and public liability risks in relation to the Property with an insurance company approved by the Landlord to provide cover in respect of each and every claim of not less than £5 million or such higher sum as the Landlord may from time to time direct in writing. The Tenant shall ensure that the interest of the Landlord is noted on the policy and shall, on demand by the Landlord, supply to the Landlord a copy of the insurance policy together with a receipt or other evidence of payment of the latest premium due under it.

9. VAT

- 9.1 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.
- 9.2 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.

10. Use, repairs and alterations

10.1 The Tenant shall not use the Property for any purpose other than the Permitted Use.

10.2 The Tenant shall not:

- (a) use the Property for any purpose or in any manner that is illegal, hazardous or dangerous, or would cause loss, damage, injury, nuisance or inconvenience to the Landlord, any other tenants of the Landlord or any other owner or occupier of neighbouring property;
- (b) do anything to or on the Property that invalidates or may invalidate, in whole or in part, any insurance effected by the Landlord in respect of the Property];
- (c) permit any trespass on the Property;
- (d) obstruct, deposit refuse or other materials on or make untidy any public road, footpath, right of way or any means of access to the Property;
- (e) use the Property for landfill or for the storage, treatment, incineration, recovery or disposal of waste;
- (f) remove any topsoil, turf, stone or gravel from the Property;
- (g) destroy or harm any game, deer, fish, wildfowl or other wild birds on the Property;

10.3 The Tenant shall keep the Property and, at the end of the term, leave the Property, clean, tidy and clear of rubbish and shall keep and leave clean and in good repair, order and condition and free from obstruction all Service Media, field drains, boundaries (including any trees growing on the boundaries or within the Property), fences, hedges, field walls, stiles, gates and posts, cattle grids, bridges, culverts, ponds, watercourses, sluices, ditches, roads and yards on the Property.

10.4 The Tenant shall keep the Property adequately surfaced, in good condition and free from weeds and ensure that the grass is cut and in good condition.

10.5 The Tenant shall maintain the Property and any fixtures and alterations in good repair and shall decommission the same if they shall not be capable of practical repair.

10.6 The Landlord may enter the Property to inspect its condition and may give the Tenant a notice of any breach of any of the tenant covenants in this lease relating to the condition of the Property. The Tenant shall carry out and complete any works needed to remedy that breach within the time reasonably required by the Landlord, in default of which the Landlord may enter the Property and carry out the works needed. The costs incurred by the Landlord in carrying out any works pursuant to this clause 10.6 (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. Any action taken by the Landlord pursuant to this clause 10.6 shall be without prejudice to the Landlord's other rights, including those under clause 17.

10.7 The Tenant shall not:

- (a) damage or make any opening in the boundary structure of the Property;
- (b) install or re-route any Service Media on the Property without the Landlord's prior written consent, such consent not to be unreasonably withheld; or
- (c) make any alteration or addition to the Property or install or erect any equipment, buildings or other structures on the Property without the Landlord's prior written consent, such consent not to be unreasonably withheld and the Tenant shall, at the Landlord's request and at the Tenant's cost, remove the Tenant's installations and erections at the end of the term and make good any damage caused to the Property by that removal.

11. 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.

12. Compliance with laws and regulations

12.1 The Tenant shall comply with all laws relating to:

- (a) the Property and the occupation and use of the Property by the Tenant;
- (b) the use of all Service Media and machinery and equipment at or serving the Property;
- (c) any works carried out at the Property; and
- (d) all materials kept at or disposed of from the Property.

12.2 Without prejudice to the obligation on the Tenant to comply with all laws, the Tenant shall comply with all relevant fire safety or health and safety legislation and cooperate with any requirements regarding fire safety and health and safety.

12.3 The Tenant must observe all reasonable and property regulations made by the Landlord from time to time in accordance with the principles of good estate management and notified to the Tenant relating to the use of the Property and any other neighbouring or adjoining property provided that such regulations do not materially interfere with Tenant's use of the Property for the Permitted Use and the Tenant's exercise of the Rights.

- 12.4 Within five working days after receipt of any notice, order, direction or other formal communication affecting the Property or the Landlord's interest in the Property (and whether or not served pursuant to any law), the Tenant shall:
- (a) inform the Landlord and allow the Landlord to copy the relevant document; and
 - (b) take all steps necessary to comply with the communication and take any other action in connection with it as the Landlord may reasonably require.
- 12.5 The Tenant shall not apply for any planning permission for the Property without the Landlord's consent, not to be unreasonably withheld.

13. Prohibition of dealings

The Tenant shall not assign, underlet, charge, part with or share possession or share occupation of this lease or the Property or assign, part with or share any of the benefits or burdens of this lease, or in any interest derived from it, whether by a virtual assignment or other similar arrangement or hold the lease on trust for any person (except by reason only of joint legal ownership), or grant any right or licence over the Property in favour of any third party without the prior written consent of the Landlord not to be unreasonably withheld.

14. Returning the Property to the Landlord

- 14.1 At the end of the term, the Tenant shall return the Property to the Landlord in the repair and condition required by this lease and remove from the Property all chattels belonging to or used by the Tenant.
- 14.2 The Tenant irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels, fittings or items it has fixed to the Property and which have been left by the Tenant on the Property for more than ten 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 indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

15. Indemnity

The Tenant shall indemnify the Landlord and keep the Landlord indemnified against all liabilities, expenses, costs (including but not limited to any solicitors' or other professionals' costs and expenses), claims, damages and losses (including but not limited to any diminution in the value of the Landlord's interest in the Property and loss of amenity of the Property) suffered or incurred by the Landlord arising out of or in connection with:

- (a) the use of the Property in connection with the Permitted Use;

- (b) any breach of any tenant covenants in this lease; or
- (c) any act or omission of the Tenant or any other person on the Property with the Tenant's actual or implied authority.

16. 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 interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this lease.

17. Re-entry and forfeiture

17.1 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 breach of any condition or tenant covenant of this lease; or
- (c) an Act of Insolvency.

17.2 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. Any right or remedy of the Landlord in respect of any breach of the terms of this lease by the Tenant will remain in force.

18. Entire agreement

This lease constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.

19. Tenant's Break

19.1 Subject to clause 19.2, the Tenant may terminate this lease at any time by serving a Break Notice on the Landlord at least six months before the Break Date.

19.2 The Break Notice shall be of no effect if:

- (a) the Tenant has assigned this lease before it serves the Break Notice (whether or not it has made an application to HM Land Registry to register the assignment);
- (b) at the Break Date stated in the Break Notice:

- (i) the Tenant has not paid any part of the Annual Rent, or any VAT in respect of it, which was due to have been paid;
 - (ii) vacant possession of the whole of the Property is not given;
 - (iii) there is a subsisting breach of any of the tenant covenants of this lease relating to the state of repair and condition of the Property expressed to be complied with before the end of the term;
- (c) the Break Notice does not comply with the requirements of this clause; or
- (d) the Break Notice is served otherwise than in accordance with this clause.
- 19.3 The Break Notice shall be in writing, and for the purposes of this clause writing does not include facsimile transmission or email.
- 19.4 The Break Notice shall not purport to terminate the lease in relation to any part as opposed to the whole of the Property.
- 19.5 Termination of this lease pursuant to this clause shall be without prejudice to any right or remedy of the Landlord in respect of any antecedent breach of the tenant covenants of this lease.

20. Notices, consents and approvals

- 20.1 Except where this lease specifically states that a notice need not be in writing, any notice given under or in connection with this lease shall be:
- (a) in writing and for the purposes of this clause an email is not in writing; and
 - (b) given by hand or by pre-paid first-class post or other next working day delivery service at the party's registered office address (if the party is a company) or (in any other case) at the party's principal place of business or residence.
- 20.2 If a notice complies with the criteria in clause **20.1**, whether or not this lease requires that notice to be in writing, it shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the proper address; or
 - (b) if sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting.
- 20.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 20.4 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this lease.

- 20.5 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 the Landlord or a person duly authorised on its behalf; 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.

- 20.6 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.

- 20.7 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.

21. Costs

The Tenant shall pay the reasonable costs and disbursements of the Landlord, its solicitors, surveyors and managing agents in connection with the preparation of this lease being £400 (no vat)

22. Rights of third parties

A person who is not a party to this lease shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this lease.

23. Governing law

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.

24. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this lease or its subject matter or formation (including non-contractual disputes or claims).

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 Property

Approximately 6.8 acres of land shown edged red on the Plan being Land lying to the south of Fairview Drive, Lythwood Park, Bayston Hill and registered at the Land Registry under title number SL9766 and land at the north west of Lythwood Road, Bayston Hill and registered at the Land Registry under title number SL1747

Executed as a Deed by affixing

The Common Seal of

SHROPSHIRE COUNCIL

In the presence of:

.....

Authorised Signatory

Executed as a Deed by

BAYSTON HILL PARISH COUNCIL

Acting by two members pursuant to a resolution of the Council passed on

.....

Parish Councillor

.....

Parish Councillor