|  |  |  |
| --- | --- | --- |
|  | **DATE 2025** |  |
| **Trustees of the Seventh Duke of Northumberland's Will Trust****-and-****Albury Parish Council** |
|  |  |  |
|  | **Lease****of****The Memorial Library, Albury, Surrey** |  |
| HUNTERSHunters Law LLP9 New Square Lincoln's InnLondon WC2A 3QN42370-70 |

**THIS LEASE** is made the day of Two thousand and twenty-five **BETWEEN** **THE MOST NOBLE RALPH GEORGE ALGERNON TWELFTH DUKE OF NORTHUMBERLAND, ALGERNON ALAN PERCY** and **THE HONOURABLE GEORGE DOMINIC PERCY** (as trustees of the Will and Codicil of the Seventh Duke of Northumberland deceased) whose address for the purposes of this Lease is the Estate Office, Albury, Guildford Surrey GU5 9AF (hereinafter together called "the Lessor" which expression shall where the context so admits include the person or persons for the time being entitled to the reversion of the premises hereby demised immediately expectant on the determination of the term hereby granted or any statutory continuation or extension thereof) acting by their Attorney **THE HONOURABLE GEORGE DOMINIC PERCY** of the first part and **ALBURY PARISH COUNCIL** whose address for the purposes of this Lease is 1 Mint Cottages, Park Road, Banstead SM7 3DS (hereinafter called "the Lessee") of the second part

**NOW THIS DEED WITNESSETH** as follows:-

1. In consideration of the rents and covenants on the part of the Lessee hereinafter reserved and contained the Lessor hereby **DEMISES** unto the Lessee **ALL THAT** land with the buildings thereon known as the Memorial Library, Albury in the County of Surrey (hereinafter called "the demised premises") being shown for purposes of identification only coloured red on the plan (hereinafter called "the Plan") annexed hereto and the fixtures and fittings therein (hereinafter called "the demised premises") **TOGETHER WITH** the rights (in common with the Lessor and all other persons from time to time authorised by them or enjoying the like rights)

1. to pass and repass with or without private motor-cars along the way (hereinafter called "the Access Way") shown for identification only coloured brown on the Plan for the purpose of gaining access for the purposes authorised by this Lease only to and from the demised premises and
2. to park such reasonable number of private motor cars as the Lessor may from time to time (in the Lessor's absolute discretion) allow in the car park shown for the purposes of identification only edged blue on the Plan in connection with the Lessee's use of the demised premises in accordance with this Lease the Lessee paying to the Lessor on demand in accordance with clause 2(iii) below twenty per centum of the costs of repair and maintenance of the Access Way and the Car Park and of keeping them clear and unobstructed

**EXCEPT AND RESERVING** unto the Lessor and all other persons from time to time authorised by the Lessor:-

1. the free and uninterrupted passage and running of water and soil and other liquid refuse gas and electricity through the water and soil pipes and drains gas pipes and wires and conducting media passing through or under the demised premises now or at any time during the term hereby granted with the right to enter upon the demised premises in order to lay maintain repair or replace any such pipes drains wires and conducting media the person exercising this right doing as little damage as reasonably possible to the demised premises and making good any such damage caused without unreasonable delay
2. the full right of building rebuilding or executing other works on any adjoining or neighbouring land belonging to the Lessor to such height to such extent and in such manner as the Lessor shall think fit notwithstanding any interference with the access of light and air to the demised premises or that the enjoyment of the demised premises may be interfered with by noise dust vibration or any act or thing which may be or be deemed to be a nuisance in any other way whatsoever (the Lessor taking such steps as may be reasonably possible to avoid any such effects) and without the Lessor being liable to pay compensation for any damage or loss caused by such interference
3. the full right of entering the demised premises upon reasonable notice to the Lessee save in the case of emergency and of executing any repairs or other works to neighbouring or adjoining land of the Lessor and any works which should be executed by the Lessor pursuant to the covenants hereinafter contained the company or person executing such works at its own cost making good all damage caused thereby to the demised premises

**TO HOLD** the demised premises (except and reserved as aforesaid) unto the Lessee for the term of ten years from (and including) 25th December 2024 (determinable nevertheless as hereinafter mentioned) **YIELDING AND PAYING** therefor without any deduction whatsoever or set-off legal or equitable during the said term hereby granted

**FIRSTLY** the yearly rent of two hundred and fifty pounds or such increased yearly amount as shall be calculated in accordance with Clause 6 by equal half yearly payments in arrears without any deduction on the twenty fourth day of June and the twenty fifth day of December in every year the final instalment (apportioned if necessary) to be paid on the last day of the term

**SECONDLY** by way of additional rent the sums covenanted to be paid pursuant to clause 2 (ii) (b) and (c) and clause 2 (iii) hereof and

**THIRDLY** by way of additional rent any interest payable under clause 2(xvii) hereof

2. The Lessee hereby **COVENANTS** with the Lessor in manner following (that is to say):-

1. During the continuance of the said term hereby granted to pay the rents herein reserved at the times and in the manner aforesaid or herein provided without any deductions whatsoever or set-off legal or equitable
2. (a) From time to time and at all times during the said term to pay and discharge all rates taxes charges duties assessments and outgoings whatsoever whether parliamentary parochial local or of any other description which are now or may at any time hereafter be assessed charged or imposed upon or payable in respect of the demised premises or the owner tenant or occupier in respect thereof

(b) Without prejudice to the generality of the foregoing to pay value added tax or similar tax for which the Lessor shall be liable by reason of any taxable supply (whether actual or deemed) by the Lessor under or by virtue of this Lease or by reason of anything done by or with the authority of the Lessee or in respect of any rents or other consideration to be rendered hereunder to the Lessor (such rents and consideration being exclusive of value added or similar tax so that such tax shall be paid by the Lessee in addition) notwithstanding that any or all of such tax may be or become payable as a result of any election or decision by the Lessor which election or decision the Lessor may make in the Lessor's absolute discretion

(c) Where any sum is due to be paid hereunder by way of reimbursement to the Lessor for any cost or expense incurred by the Lessor to pay any value added tax or similar tax in respect thereof except in so far as the Lessor shall actually recover such tax

1. To pay to the Lessor on demand in writing the proportion referred to in Clause 1 above of the costs of maintaining repairing and re-surfacing the Access Way and Car Park and its ancillary areas as set out in the Schedule hereto
2. (a) Where and as often as need shall require well and substantially and to the satisfaction of the Lessor's Surveyor to keep in good and substantial repair and decorative order and condition all buildings fences hedges boundary walls and erections of the demised premises and all fixtures and fittings electrical installations therein and to keep all drains cesspools sanitary apparatus water pipes and gutters serving the demised premises in good working order and condition and free from obstruction

(b) At all times to keep clean and tidy the demised premises and to clean as often as necessary and (in any event) in the last year of the term to paint paper treat clean and polish (internally and externally) all windows panels and surfaces of the demised premises which usually are or ought to be painted papered treated cleaned or polished

(c) to pay for all electricity gas and water supplied to the demised premises

1. From time to time and at all times during the said term hereby granted to contribute a reasonable proportion in respect of the demised premises towards the expenses of repairing and cleansing all party walls and fences sewers drains and watercourses pipes and other things used in common by the demised premises and any adjoining premises such proportion or amount to be from time to time fixed in case of dispute by the Agent for the time being of the Lessor
2. To execute all such works as are or may under or in pursuance of any legislation (which for the purposes of this Lease includes subordinate legislation) now or at any time in force (including without prejudice to the generality of the foregoing all works now or hereafter required to be executed by the Lessor or Lessee occupier or owner by legislation from time to time in force relating to Town and Country Planning Offices Shops and Railway Premises Health and Safety at Work Public Health) be directed or required by any person or authority to be executed at any time during the said term upon or in respect of the demised premises whether by the Lessor or the Lessee thereof and to indemnify the Lessor in respect thereof
3. At the expiration or sooner determination of the said term quietly to yield up the demised premises in such state of repair and condition in all respects as shall be consistent with the full and due performance by the Lessee of the covenants herein on the part of the Lessee unto the Lessor together with all additions and improvements made thereto in the meantime and all fixtures of every kind other than trade and Lessee's fixtures and fittings in or upon the demised premises or which during the said term may be affixed or fastened to or upon the same
4. To permit the Lessor and their agents surveyors and workmen at any time or times during the said term hereby granted at reasonable hours in the day time after giving reasonable notice to the Lessee or immediately in an emergency to enter and view the state and condition of repair of the demised premises and to satisfy themselves that the covenants on the part of the Lessee and the conditions herein contained are being duly observed and performed and to give or leave on the demised premises notice in writing to the Lessee of all defects and wants of compliance then and there found and the Lessee will repair and make good all defects of which such notice in writing shall be given by the Lessor to the Lessee and for which the Lessee may be liable under the covenants on its part herein contained within three months after the giving of such notice and if the Lessee shall at any time make default in the performance of any of the covenants hereinbefore contained for or relating to the repair of the demised premises it shall be lawful for the Lessor (but without prejudice to its right of re-entry under the clause hereinafter contained) to enter upon the demised premises and repair the same at the expense of the Lessee in accordance with the covenants and provisions of these presents and the expenses of such repairs (including any surveyor's fees) shall be repaid by the Lessee to the Lessor on demand and be recoverable as rent in arrear
5. To pay to the Lessor all costs charges and expenses (including Solicitors' Counsel's Architects' Surveyors' Quantity Surveyors' and Bailiffs' costs charges and fees) properly incurred by the Lessor in contemplation of or incidental to or arising out of:-

(a) the preparation service and/or enforcement of any notice or notices under Sections 146 or 147 of the Law of Property Act 1925 or any re-enactment or modification thereof requiring the Lessee to remedy a breach of any of the covenants stipulations or conditions by or on the part of the Lessee herein contained notwithstanding forfeiture for any such breach shall be avoided otherwise than by relief granted by the Court and

(b) every application by the Lessee for a consent or licence from the Lessor and

(c) the recovery or attempted recovery of any arrears of rent or other sums due from the Lessee

1. Forthwith upon receipt of any notice or order or proposal for a notice or order to produce a copy thereof to the Lessor and also without delay at the written request of the Lessor either to take all reasonable or necessary steps to comply with such notice or order or to make or join with the Lessor in making such objection or objections or representation or representations against or in respect of any proposal for such a notice or order as the Lessor shall deem expedient
2. (a) The Lessee will observe perform and comply with all Acts Orders Bye laws and Regulations now or at any time hereafter (including without prejudice to the generality of the foregoing all Acts Orders Bye laws and Regulations and any provisions or consents or notices at any time granted served or issued pursuant thereto relating to Town and Country Planning) affecting the demised premises or any part thereof and all Directions and Requirements of any Government Department Planning Authority or local public or other Authority Body or person relating thereto and will not do or suffer to be done anything which would contravene the same or any of them

(b) The Lessee shall not without the previous consent in writing of the Lessor apply for any licence permission or consent from any competent authority affecting the demised premises or any part thereof and any application for such licence permission or consent shall be made at the Lessee's own expense

(c) The Lessee shall permit the Lessor and the Lessor's agents at all reasonable times to enter upon the demised premises for the purpose of seeing whether the provisions of paragraph (a) of this sub-clause have been duly observed performed and complied with

1. not to erect any new buildings or constructions on the demised premises and not to make any alterations to the demised premises or any part thereof nor to do or permit to be done any waste or damage to the demised premises or any buildings thereon or any part thereof at any time during the said term
2. Not to use the demised premises or any building at any time erected on the land hereby demised or any part thereof or permit the same to be used:-
3. in any way or by doing anything which may in the opinion of the Lessor be or grow to be a nuisance damage annoyance or disturbance to the Lessor or any owner tenant or occupier of any neighbouring land or may injuriously affect the amenities and/or lower the character of the Lessor's estate known as the Albury Estate

(b) for any trade business or manufacture or restaurant or shop

(c) otherwise than as a parish council library (with ancillary thereto meetings and exhibitions)

(d) so as to affix fasten exhibit or paint any advertisement sign plate notice save for normal notices approved by the Lessor's Agent in writing

(e) so as to keep any animals at the demised premises

1. To insure and keep insured the demised premises against loss or damage by the following risks namely fire lightning earthquake explosion aircraft and articles dropped therefrom impact storm tempest flood bursting or overflowing of water pipes tanks and apparatus subsidence heave riot and commotion and malicious damage and such other risks as the Lessor may reasonably require during the continuance of the term hereby granted for the full reinstatement value thereof in the joint names of the Lessor and the Lessee in a well established insurance office or with underwriters approved by the Landlord (which approval shall not be unreasonably withheld) and at the request from time to time of the Lessors to produce to them the policy or policies of such insurance and the receipt for the last premiums thereon and if the said premises or any part thereof shall be destroyed or damaged by any of the said risks forthwith to rebuild or reinstate the same
2. Not to do or suffer to be done anything which may render the insurance of the demised premises against the said insured risks void or voidable
3. Not to assign underlet mortgage charge or part with or share possession or occupation of the demised premises and not to declare or create any trust of the demised premises
4. In the event of any sum payable under the terms hereof or any part thereof not being paid within 14 days of the due date without prejudice to any other right or remedy of the Lessor to pay to the Lessor interest thereon from the due date until actual payment at whichever shall be the greater of (i) ten per centum per annum and (ii) 4 per cent per annum over the Base Lending Rate of The Royal Bank of Scotland Plc from time to time in force or (but only if the said Base Lending Rate shall be discontinued) at 4 per centum per annum over such rate as shall from time to time be introduced by the said Bank or any successor to that Bank's business in substitution for the said Base Lending Rate
5. Not to discharge any matter of a poisonous or noxious nature nor cause any smoke fumes grit or noxious or offensive effluvia to be emitted from the demised premises nor to allow any excessive noise whatever to be emitted from the demised premises
6. The Lessee will not keep or permit or suffer to be kept on the demised premises any material of a dangerous combustible radio-active explosive or offensive nature or the keeping of which may at law constitute a nuisance or require a licence of some local or public or other authority and will not burn or permit or suffer to be burnt any rubbish on the demised premises
7. The Lessee will not fix to or place upon or permit or suffer to be fixed to or placed upon the demised premises any machinery article or substance which in the opinion of the Lessor's Surveyor shall be liable to damage the structure of the buildings included in the demised premises or overload the floors thereof nor use any part of the roof or roofs of the demised premises in such a manner as to subject it or them to any strain beyond that which it or they are designed to bear
8. To indemnify the Lessor against all actions proceedings costs claims demands and expenses arising from any claim which may be made against the Lessor by any servants workpeople agents invitees or licensees of the Lessee or in any way arising from the Lessee's user of the demised premises
9. To comply at the Lessee's own expense with all conditions attached to any permission or consent which may be granted by the Lessor or any other person body or authority affecting the demised premises or any part thereof
10. To pay to the Lessor the amount (including disbursements and value added tax) of the legal costs incurred by the Lessor in connection with this Lease and the grant thereof and negotiation therefor

3. The Lessor hereby **COVENANTS** with the Lessee that the Lessee paying the rent hereby reserved and performing and observing the several covenants conditions and agreements herein contained and on its part to be performed and observed shall and may peaceably and quietly hold and enjoy the demised premises during the term hereby granted without any lawful interruption or disturbance from or by the Lessor or any person or persons rightfully claiming by from through or under them

4. **PROVIDED ALWAYS** and these presents are upon the following express conditions (that is to say):-

1. If any rent hereby reserved or any part thereof shall at any time be in arrear and unpaid for twenty-one days (whether formal demand shall have been made for the same or not) or if the Lessee shall at any time fail or neglect to perform or observe any of the covenants conditions or agreements herein contained and on its part to be performed and observed or if the Lessee or any person for the time being comprised in the Lessee shall enter into liquidation whether compulsory or voluntary except for the purpose of reconstruction or amalgamation of a solvent company or shall suffer the appointment of a receiver in respect of its business or shall become bankrupt or have a receiving order made against him or them or shall enter into any composition or arrangement for the benefit of creditors then and in any such case it shall be lawful for the Lessor or any person or persons duly authorised by it in that behalf to re-enter into or upon the demised premises or any part thereof in the name of the whole and to hold and enjoy the demised premises thenceforth as if these presents had not been made without prejudice to any right of action or remedy of the Lessor in respect of any antecedent breach of any of the covenants by the Lessee hereinbefore contained
2. Any notice required to be served under this Lease shall be sufficiently served on the Lessor if served on the Agent for the time being of the Lessor at the Albury Estate Office aforesaid (or such other address as may be notified in writing by the Lessor or their Agent for this purpose to the Lessee) personally or by recorded delivery service or registered post and shall be sufficiently served on the Lessee if delivered personally at or forwarded either by recorded delivery service or registered post to the demised premises or any address notified in writing by the Lessee to the Lessor in substitution therefor
3. Should any dispute arise between the Lessee and the owner or occupier of any adjacent premises as to any easements rights services party walls or any other matter relating to the demised premises the same shall be determined (if the Lessor shall so require) by the Lessor's Agent whose fee shall be payable as he may direct
4. That the Lessor does not make any representation or warranty that the user of the demised premises as permitted hereunder is permitted under the provisions of any legislation relating to town and country planning and that notwithstanding that any such user is or shall not be a permitted user within such provisions aforesaid the Lessee shall remain fully bound and liable to the Lessor in respect of all the obligations undertaken by the Lessee hereunder

5. It is hereby **AGREED AND DECLARED** that it shall be permitted for the Lessee to determine this Lease by service of at least six months’ written notice on the Lessor expiring on either the 24th June or the 25th December in any year and on the expiry of such notice (but without prejudice to any rights or remedies of either party against the other which shall already have arisen or accrued) this Lease and everything herein contained shall determine and be of no further effect provided that the Lessee shall have paid all rents and other monies hereby reserved and shall give vacant possession on the said expiry date

6. It is hereby further **AGREED AND DECLARED** as follows:-

(i) In this Lease:-

(a) "review date" means the twenty fifth day of December 2029

(b) "the Index " shall mean the all items figure of the General Index of Retail Prices published by the Office for National Statistics or any successor authority responsible for the publication of that index

(ii) with effect from the review date the yearly rent hereby first reserved shall be whichever is the greater of:

(a) the amount of the yearly rent first hereinbefore reserved as in force in the year of the said term immediately preceding the review date and

(b) that amount (per annum) which bears the same proportion to the yearly rent hereby originally first reserved as the figure given in the Index for the month two months before the month in which the review date falls bears to the figure given in the Index for the month of October 2024

(iii) If the rent hereby reserved shall not have been ascertained pursuant to this Clause before the review date the Lessee shall continue to pay rent at the rate in force immediately before the review date and on the day on which Rent falls due next after such ascertainment the Lessee shall in respect of the period from the review date until that day pay to the Lessor as additional rent an amount equal to the difference between the rent actually paid in the period and the rent so ascertained together with interest on each part of such difference at the rate of interest payable by The Royal Bank of Scotland Plc in respect of deposits subject to seven days' notice of withdrawal (but at the rate of ten per centum per annum if this rate shall for any reason not be ascertainable) in respect of the period from the time when such part would have fallen due if ascertained by the review date until actual payment

(iv) In the event of any change after the date of this Lease in the reference base used to compile the Index the figure taken to be shown in the Index after such change for the purpose of this Lease shall be the figure which would have been shown in the Index if the reference base at the date of this Lease had been retained

(v) If the Index ceases to be published or for any reason it becomes impossible or impractical to calculate the rent first hereinbefore reserved as indexed by reference to the Index there shall be substituted for the Index another index which shall be agreed between the Lessor and the Lessee (both acting reasonably) as most closely reflecting changes in the cost of retail prices and services

**IN WITNESS** whereof the Lessor and the Chairman and Vice-Chairman of the Lessee (having been authorised to do so on its behalf by a resolution dated 2025) have executed this deed as a Deed the day and year first above written

**THE SCHEDULE**

The maintenance and repair of the car park the access to the said car park and of all land within the areas shown edged blue or coloured brown on the Plan and its adjacent verges grassed areas and maintenance of fences walls gates railings traffic management equipment flowers bushes shrubs trees and landscaping litter bins security and drainage equipment

**SIGNED** and **DELIVERED AS A DEED** )

for and on behalf of the Lessor by )

**THE HONOURABLE GEORGE DOMINIC** )

**PERCY** in the presence of: )

Signature of Witness:

Name (in BLOCK CAPITALS):

Address:

Occupation:

**SIGNED** and **DELIVERED AS A DEED** by )

**ALBURY PARISH COUNCIL** acting by: )

 )

……………………………………………….. )

(its Chairman) and )

 )

………………………………………………… )

(its Vice-Chairman) )

 )

in the presence of: )

Signature of Witness:

Name (in BLOCK CAPITALS):

Address:

Occupation: