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|  | **DATE 2025** |  |
| **Trustees of the Seventh Duke of Northumberland's Will Trust****-and-****Albury Parish Council** |
|  |  |  |
|  | **Lease****of****The Community Room at The Village Hall,****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 rent and covenants on the part of the Lessee hereinafter reserved and contained the Lessor hereby **DEMISES** unto the Lessee **ALL THOSE** premises known as The Community Room on the ground floor at The Village Hall, Albury, Surrey (herein called "the demised premises") being shown for purposes of identification only edged red on plan number 1 hereto annexed being part of the building complex shown for identification edged yellow on plan number 2 annexed hereto known as Albury Village Hall, Albury, Surrey (herein called "the Building") including:-

1. The plaster and the decorative finishes on the interior of the external walls of the part of the Building bounding the demised premises and of the load bearing walls of the Building within or bounding the demised premises and the whole of any doorways and windows (with their frames) in any such walls
2. The whole of any internal non-load-bearing walls within the demised premises and the inner half of any internal non-load-bearing walls (including doors and frames) dividing the demised premises from other parts of the Building
3. The floors and staircases (including their supporting joists beams or other structure) within the demised premises and the ceilings so that the lower limit of the demised premises includes the floor and its supporting joists or beams but not any foundations of the Building below that level and so that the upper limit of the demised premises includes the ceilings but not the structure to which they are fixed
4. All additions and improvements to the demised premises
5. All Lessor's fixtures and fittings at any time in or upon the demised premises but not any fixtures installed by the Lessee that can be removed without defacing the demised premises
6. All service installations including pipes drains wires and other conducting media exclusively serving the demised premises

**TOGETHER WITH** the following rights in common with the Lessor and all others having like rights

1. the right to park such reasonable number as the Lessor shall from time to time in its absolute direction allow of private motor cars with a fully laden weight not exceeding five tons in the spaces allocated for parking in the car park shown for purposes of identification only edged blue on plan number 2
2. a right of access to and from the said car park over the access way shown coloured brown on plan number 2 with such vehicles as are mentioned in (i) above
3. access to and egress from the demised premise from and to the said car park on foot
4. the right of passage and running of water and soil gas and electricity to and from the demised premises through the sewers drains channels pipes cables wires and other conducting media for the time being serving the demised premises

**EXCEPT AND RESERVING** to the Lessor

1. the right of passage and running of water soil and gas electricity and telecommunications from or to the remainder of the Building and any other adjoining or neighbouring buildings or land through the meters sewers drains channels pipes cables wires and other conducting media now or at any time during the term in or under the demised premises
2. the right at reasonable times (and upon reasonable notice except in cases of emergency) to enter the demised premises and the Building:-
3. to install inspect cleanse connect to repair remove replace alter or execute works to any meters and any sewers drains channels pipes cables wires and conducting media referred to above or
4. to view the state and condition of and to repair maintain and rebuild the Building and adjoining and neighbouring premises (including any parts of the demised premises which in the opinion of the Lessor should or may properly or conveniently be repaired maintained and/or rebuilt together with or at the same time as any other part of the Building or adjoining or neighbouring premises) or
5. to carry out any other work (including works of alteration) to any parts of the Building not comprised in the demised premises
6. to carry out work pursuant to any of the covenants on the part of or rights of the Lessor under this Lease
7. to inspect and measure the demised premises for any purposes connected with any pending or intended step under Legislation (as that expression is defined in clause 4(vii) below) relating to security of tenure or the provisions for reviews of rent
8. to carry out any works required by any Legislation (as defined in clause 4(vii) below)
9. the right upon reasonable notice except in case of emergency to erect scaffolding for the purposes of inspecting repairing cleaning rebuilding altering or adding to the Building or adjoining or neighbouring premises notwithstanding that such scaffolding may temporarily restrict the access to or use and enjoyment of the demised premises but so that the doors of the demised premises shall not be obstructed and so that every reasonable endeavour is taken to minimise inconvenience suffered by the Lessee
10. the right to use in connection with the Building all service installations in on or adjoining any part of the demised premises
11. All rights as full legal easements of drainage eavesdropping passage of light air and water and all liberties privileges and advantages now benefiting or used or enjoyed (whether as easements quasi-easements or otherwise and whether or not continuous apparent or reasonably necessary) with the Building and any other adjoining or neighbouring land of the Lessor
12. A right to erect or build to any height and in any situation whatsoever on any land neighbouring or adjoining the demised premises any buildings or other erections notwithstanding that the same may affect or diminish the light or air now or hereafter to be enjoyed by the occupiers for the time being of the demised premises
13. all minerals chalk clay sand gravel stones and substrata on or under the demised premises and the Buildings and the said access way

**TO HOLD** the demised premises unto the Lessee for a term of ten years from (and including) 25th December 2024 **YIELDING AND PAYING** therefor without any deduction whatsoever or set-off legal or equitable during the said term and so in proportion for any less time than a year

**FIRSTLY** for the period from the date of this lease until and including 24th December 2025 the yearly rent of three thousand six hundred pounds (£3,600), for the period from and including 25th December 2025 to and including 24th December 2026 the yearly rent of three thousand eight hundred pounds (£3,800) and thereafter the yearly rent of four thousand one hundred pounds (£4,100) or such increased yearly amount as shall be calculated in accordance with the Third Schedule by equal half yearly payments in arrears on the 24th of June and the 25th December in each year and the final instalment (apportioned if necessary) to be paid on the last day of the term

**SECONDLY** by way of further rent from time to time upon demand 30 per centum of the cost of insurance laid out or incurred under the covenant on the Lessor's part herein contained for insurance in respect of the Building and also of insurance against potential liability to any third parties

**THIRDLY** by way of further rent any interest payable in accordance with the provisions of this Lease

**FOURTHLY** by way of further rent any value added or similar tax payable by the Lessee to the Lessor under the provisions of this Lease and

**FIFTHLY** by way of further rent the Lessee's Proportion of the Service Charge as in this Lease defined

2. The Lessee hereby **COVENANTS** with the Lessor as follows:

(i) (a) During the said term to pay the said rents hereinbefore reserved to the Lessor on the days and in manner herein appointed for payment thereof clear of all deductions whatsoever or set-off legal or equitable

(b) If any rent hereby reserved or any other payment due from the Lessee to the Lessor or any part thereof shall not be paid within fourteen days after falling due (whether formally demanded or not) to pay to the Lessor interest upon such sum as shall remain unpaid at the rate of four per centum per annum above the base lending rate for the time being of The Royal Bank of Scotland Plc (or the successors for the time being to the banking business of that company) (but at the rate of fifteen per centum per annum if that rate shall for any reason not be ascertainable) for the period from the date it fell due until actual payment but without prejudice to any other rights and remedies (including but not limited to the proviso for re-entry) of the Lessor

(ii) (a) To pay and discharge at all times during the term all existing and future taxes rates charges duties assessments impositions and outgoings whatsoever payable by landlord tenant owner or occupier in respect of the demised premises

(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 to the Lessee or in respect of any rent 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 otherwise recover such tax

(d) Without prejudice to the generality of sub­clause (a) above the Lessee shall indemnify the Lessor against any loss of rating relief which shall arise after the end (however determined) of this Lease from or in consequence of the demised premises or any part thereof becoming unoccupied before the end of this Lease

(e) The Lessee shall within seven days of receipt of the same deliver to the Lessor a copy of any notice or proposal relating to any change or proposal by any party for a change in the rateable value of the demised premises and in good and sufficient time to enable the Lessor to consider whether an appeal should be made and in the event that the Lessor shall notify the Lessee in writing that an appeal or amendment should be made against or to the amount of the rateable value or any change thereto the Lessee shall contest the rateable value and shall employ the Lessor's nominated agent or surveyor for the purpose and the costs of so doing shall be borne equally between the Lessor and the Lessee

(iii) (a) To pay to the Lessor 30 per centum (herein called "the Lessee's Proportion") of the costs (herein called "the Service Charge") incurred by the Lessor in or about complying with its obligations in clause 3(iv) below and in respect of the matters set out in the First Schedule hereto whether or not the Lessor is obliged by this Lease to incur the same and for this purpose such costs may include costs of employing and retaining (whether under contracts of service or contracts for services) the services of any persons in or about any of the matters set out in clause 3(iv) and the First Schedule (whether or not such persons are also concerned in any other work for the Lessor) including without prejudice to the generality of the foregoing any managing agent any staff of the Lessor and any surveyors builders decorators workmen and any other employees contractors or professional persons whatsoever

(b) The sums payable under (a) above shall be discharged as follows:-

(1) On each of the days designated for the payment of rent the Lessee shall pay to the Lessor on account thereof the sum of fifty pounds (£50) or such substituted sum as shall be notified by the Lessor's Agent from time to time to the Lessee as the Lessor's Agent's assessment of a reasonable payment to be made on account

(2) Within fourteen days of the production by the Lessor of the account mentioned in clause 3(iv) below the Lessee shall pay to the Lessor the balance of the Lessee's Proportion of the Service Charge for the period to which the account relates as shown by the said account after taking into account the amounts paid in advance by the Lessee under (i) above (and if the said amounts paid in advance by the Lessee during that period shall be more than the Lessee's Proportion of the Service Charge for that period then the Lessee shall be entitled to a credit for such excess against the service charge payments for the next following period)

(c) To pay for all electricity gas water and other services used or consumed at the demised premises

1. (a) Throughout the said term well and substantially to repair maintain and keep the demised premises and all landlords fixtures and fittings in good and substantial repair and condition repaired renewed and replaced as necessary to the satisfaction of the Lessor's Agent loss or damage by risks insured against by the Lessor under the terms of this Lease excepted where the insurance has not been vitiated by any act or default of the Lessee any underlessee or any person under the control of the Lessee or any underlessee

(b) Whenever appropriate or necessary and in any event in the last year of the said term (whether determined by effluxion of time or otherwise) to prepare treat and paint with not less than two coats of good quality paint and in particular paint paper grain whitewash varnish treat and cleanse all interior parts of the demised premises respectively heretofore or usually painted or papered

(c) At all times to keep the windows of the demised premises clean and the demised premises tidy and in good order

(v) At The expiration or sooner determination of the said term peaceably and quietly to leave surrender and yield up to the Lessor the demised premises together with all landlords fixtures which at any time during the said term shall be erected fixed or fastened upon or to the demised premises so well and substantially repaired maintained painted papered cleaned and kept as aforesaid

(vi) (a) To permit the Lessor and others authorised by the Lessor from time to time and at all reasonable times during the said term upon not less than twenty-four hours' notice (except in case of emergency) to enter the demised premises or any part thereof to inspect and the Lessor may without prejudice to any other rights and remedies of the Lessor give or leave on the demised premises notice in writing requiring the Lessee to remedy any breach of obligation and within three months of any such notice or sooner if requisite the Lessee shall well and substantially rectify the breach failing which the Lessor may do so in which case the Lessee shall be obliged to reimburse to the Lessor as a debt the costs and expenses incurred in so doing

(b) That the Lessor or the Lessor's Agent shall have power at any time to affix notices upon any conspicuous parts of the demised premises that the same or any parts of the Building are to let or to be otherwise disposed of and also at all convenient times in the daytime (by agents for otherwise) to enter upon and show the demised premises to any person

1. Not at any time during the said term to cut or injure or permit to be cut or injured any of the walls or timbers floors or ceilings comprised in the demised premises and not to alter or permit to be altered the plan layout architectural appearance or the architectural decoration of the demised premises
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:-

(a) in any way or by doing any thing 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 nor

(b) for:

(1) any noisome or offensive trade business or manufacture

(2) a club turf accountant betting shop a shop for the sale of hot food for consumption off the demised premises or amusement arcade

(3) any sale by auction

(4) any illegal or immoral purpose nor

(c) otherwise than as a Parish Hall

(ix) (a) Not to 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 not to burn or permit or suffer to be burnt any rubbish on the demised premises

(b) not to 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 to subject it or them to any strain beyond that which it or they are designed to bear

(x) That there shall not at any time during the term in any part of the demised premises be any dangerous substance or inflammable liquid or material except so far as necessary for the Lessee's legitimate activities in which case it shall be safely kept with all necessary precautions so as to ensure that it is not a danger to any person or property and no substance other than normal sewage shall be discharged into the sewage system and any chemicals or industrial substances shall be removed by the Lessee at the Lessee's expense

(xi) That the Lessee shall not cause or permit any advertisement sign plate notice or name whatsoever to be affixed fastened exhibited or painted on any part of the demised premises so as to be visible outside and no advertisement sign plate notice or name within the foregoing exception shall be so affixed fastened exhibited or painted unless the same its position and size shall have been previously approved by the Lessor or its agents such approval not to be unreasonably withheld

(xii) That the Lessee will not cause or allow any vehicle under the Lessee's control or under the control of any member associate visitor servant or employee of the Lessee to be parked so as to obstruct any public or private road path track access or car park and will not allow any goods to stand or be placed outside the demised premises

(xiii) Not to assign transfer mortgage charge underlet or part with possession of the whole or any part of the demised premises nor to part with or share occupation of the whole or any part of the demised premises nor to declare or create any trust of the demised premises

(xiv) To pay on an indemnity basis all fees charges disbursements and expenses (including those incurred to Counsel Solicitors Surveyors and bailiffs) incurred by the Lessor in or incidental to:-

1. the preparation and service of a notice under Section 146 of the Law of Property Act 1925 notwithstanding forfeiture is avoided otherwise than by relief granted by the Court and
2. enforcing whether before or after the end of the term hereby granted the covenants on the part of the Lessee herein contained relating to the repair and decoration of the demised premises by the Lessee including costs and fees incurred incidental to the preparation and service of any Schedule of Dilapidations and the supervision of the work detailed therein
3. the recovery or attempted recovery of arrears of rent or other sums due from the Tenant and
4. dealing with any application for and in granting any consent or licence or approval under this Lease or supplemental thereto whether or not such application is proceeded with and whether or not any consent or licence or approval is granted

(xv) (a) To comply with all Legislation (including but not limited to Legislation relating to Town and Country Planning Public Health Health and Safety at work and Fire Precautions and means of escape) affecting the demised premises or the use thereof whether binding upon the Lessee the Lessor or any other party and to indemnify and keep the Lessor indemnified against any costs claims demands liabilities proceedings and expenses under or resulting from any such Legislation or any breach thereof including a fair apportionment attributable to the demised premises to be determined by the Lessor of the cost of complying with any Legislation affecting both the demised premises and any other part or parts of the Building or adjoining or neighbouring premises

(b) In particular but without prejudice to the generality of the foregoing to carry out all works to the demised premises which may be required by any such Legislation at the Lessee's expense

(c) To obtain all statutory permissions necessary for use of the demised premises hereinbefore permitted and any operations ancillary thereto

(d) Promptly upon the Lessee's receiving or discovering any notice pursuant to any Legislation affecting the demised premises or the use thereof to supply a copy to the Lessor and to take steps without delay to comply with it and if required by the Lessor to appeal or make representations against it (jointly with the Lessor if the Lessor so requires and is able under the Legislation concerned to be a party to the appeal or representation)

(xvi) (a) Not at any time to do anything whereby the policy or policies of insurance for the time being in force in respect of or including or covering the demised premises the Building or any adjoining or neighbouring premises may become void or voidable or whereby the rate of premium thereon may be increased and at all times to comply with the requirements of the insurers

(b) Not to effect or permit to be effected by any other person any insurance of the demised premises or the Building so as to duplicate insurance effected by the Lessor provided that in case of breach of the foregoing the Lessee shall pay to the Lessor all money receivable by virtue of such insurance

(c) Forthwith upon the happening of any event or thing against which insurance has been effected by the Lessor under the provisions hereinafter contained to give written notice thereof to the Lessor

(d) In the event of the demised premises or the Building or any part or parts thereof or any adjoining or neighbouring premises being destroyed or damaged at any time and any insurance money being by reason of any act neglect default or omission of the Lessee or the Lessee's servants or agents wholly or partially irrecoverable to rebuild and reinstate at its own expense the premises destroyed or damaged to the reasonable satisfaction of the Lessor and under the supervision of the Lessor's Surveyor or at the Lessor's option to pay to the Lessor the irrecoverable money (including professional and other fees) of completely rebuilding or reinstating (any sums so paid shall be applied by the Lessor towards the rebuilding or reinstatement)

(xvii) To pay the legal costs incurred by the Lessor in connection with the negotiation preparation settling and completing of this Lease

3. The Lessor hereby **COVENANTS** with the Lessee

1. That the Lessee paying the rent hereby reserved and observing and performing the covenants and conditions herein contained and on the part of the Lessee to be observed and performed shall and may peaceably and quietly hold and enjoy the demised premises subject to the terms of this Lease without any disturbance by the Lessor or any person lawfully claiming under or in trust for him
2. To insure the Building as provided in the Second Schedule hereto unless such insurance shall be vitiated by any act of the Lessee or any underlessee or anyone else at the Building
3. To keep the main walls roof and foundations of the Building (other than any parts included in the demised premises as hereinbefore defined) in good tenantable repair and condition
4. To use all reasonable endeavours to provide the services listed in the First Schedule hereto subject to due payment by the Lessee of the Lessee’s Proportion of the Service Charge and from time to time (no less often than once in every fifteen months) to prepare an account certified as correct by the Lessors Agent or Accountant of the costs incurred by the Lessor in or about complying with this clause 3(iv) each such account to be prepared in respect of the costs incurred during a period commencing on one of the usual quarter days and ending with a date immediately preceding a quarter day PROVIDED THAT the amounts to be incorporated in the service charge (and consequently in the accounts to prepared under this Clause 3(iv)) shall consist of four fifths of the total costs incurred by the Lessor in or about the works to be carried out under paragraph II the First Schedule hereto and the whole of the costs incurred in or about the works to be carried out under paragraph I of that Schedule

4. Provided that and it is hereby **AGREED AND DECLARED** as follows:

1. Notwithstanding anything herein contained the Lessor shall have power without obtaining any consent from or making any compensation to the Lessee to deal as he or it may think fit with the remainder of the Building or any of the land or premises adjoining or in the neighbourhood of the demised premises and to erect or suffer to be erected thereon any buildings whatsoever whether such buildings shall or shall not affect or diminish the light or air which may now or at any time during the term hereby granted be enjoyed by the Lessee or the tenants or occupiers of the demised premises
2. If any of the rents hereby reserved or any part thereof shall be unpaid for twenty one days after becoming payable (whether formally demanded or not) or if any covenant on the Lessee's part or condition herein contained or implied shall not be performed or observed or if the Lessee shall become bankrupt or shall enter into liquidation whether compulsory or voluntary (save for the purpose of reconstruction or amalgamation of a solvent company) or if the Lessee shall enter into any arrangement or composition for the benefit of creditors or shall permit or suffer execution to be levied on or in the demised premises then and in any of the said cases it shall be lawful for the Lessor at any time thereafter to re-enter upon the demised premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the right of action of the Lessor in respect of any breach of the Lessee's covenants herein contained
3. In this Lease words where the context admits the singular include the plural and where there are two or more persons included in the expression "the Lessee" the covenants expressed to be made by the Lessee shall bind such persons jointly and severally
4. In case the demised premises or any material part of them shall at any time be destroyed or so damaged by any of the risks against which the Lessor has effected insurance as to make them unfit for occupation and use then and in every such case (unless the insurance of the demised premises shall have become void or payment of the insurance moneys refused in whole or in part by reason of any act or default by or on the part of the Lessee or any other person under the control of or visiting the Lessee or deriving title through the Lessee) then:-
5. the rents hereby reserved and payable or a fair and just proportion of them according to the nature and extent of the damage sustained shall until the demised premises shall have been rebuilt or reinstated and made fit for occupation and use or (if sooner) until this Lease shall have been terminated be suspended and cease to be payable
6. at any time before the demised premises shall have been rebuilt or reinstated and made fit for occupation and use either party may give written notice to the other and on the expiry of three calendar months after the giving of such notice unless the demised premises shall then have been substantially rebuilt or reinstated and made fit for occupation and use this Lease shall thereupon determine but without prejudice to the rights of either party against the other in respect of any previous breach of covenant in which event the insurance money shall be the absolute property of the Lessor
7. Any notice requiring to be served hereunder shall be sufficiently served on the Lessee if left addressed or forwarded by registered post or recorded delivery service post to the Lessee at the demised premises and shall be sufficiently served on the Lessor if left addressed at or forwarded as aforesaid to the office of their Agent at the address of the Lessor's Estate Office stated at the beginning of this Lease or other address notified in writing by the Lessor to the Lessee for this purpose and a Notice sent by registered post or recorded delivery post shall be deemed to be given at the time when in due course of post it would be delivered at the address to which it is sent
8. The Lessor does not make any representation or warranty that the use of the demised premises permitted by this Lease is or will remain permitted or authorised for the purpose of any Legislation
9. For the purpose of this Lease "Legislation" includes any statute bye-law or subordinate legislation whether brought into force before or after this Lease and also any notices or requirements at any time served or lawfully made by any person exercising functions under statute bye-law or subordinate legislation and also includes any statutory permission and "statutory permission" includes any permission consent licence approval or similar thing issued pursuant to any statute bye-law or subordinate legislation

5. It is hereby further **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

**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 FIRST SCHEDULE**

1. The painting cleansing and decorating of all exterior parts of the Building usually to be painted cleaned or decorated such painting cleaning and decorating to be carried out at such intervals as the Lessor may decide and also the maintenance repair and replacement of rainwater goods and equipment fitted or affixed to the exterior of or ancillary to the use of the Building
2. The maintenance and repair of the car park the access to the car park and of all land within the areas shown edged blue or coloured brown on plan number 2 and adjacent verges and including the provision (so far as the Lessor may in the Lessor's discretion decide to provide the same) and maintenance of fences walls gates railings traffic management equipment flowers bushes shrubs trees and landscaping litter bins and security equipment

**THE SECOND SCHEDULE**

The Lessor shall insure or cause to be insured the Building including Landlords fixtures and fittings therein or thereon with such insurance office or underwriters as the Lessor may from time to time determine against loss destruction or damage by such of the following risks as the Lessor shall from time to time determine namely fire lightning earthquake explosion aircraft and other aerial devices and articles dropped therefrom riot civil commotion malicious damage impact storm tempest flood and bursting or overflowing of water pipes water apparatus or water tanks and such other risks as the Lessor may from time to time determine and also against the loss of three years rent

**THE THIRD SCHEDULE**

(i) For the purposes of this schedule:-

(a) “review date” means 25th 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 year) which bears the same proportion to four thousand one hundred pounds (£4,100) as the figure given in the Index for the month immediately preceding the month in which the review date falls bears to the figure given in the Index for the month of October 2026

(iii) If the rent hereby reserved shall not have been ascertained pursuant to this Schedule 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 year 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

1. 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

**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: