

DATE:

LEASE

relating to

THE HOCKLEY VIADUCT

between

WINCHESTER CITY COUNCIL

and

SUSTRANS LIMITED

H Bone LLB (Hons)

Head of Legal Services

Winchester City Council

Winchester

SO23 9LJ

CT/PR10/348

PRESCRIBED CLAUSES

LR1. Date of lease

LR2. Title number(s)

LR2.1 Landlord's title number(s)

HP717902

LR2.2 Other title numbers

None

LR3. Parties to this lease

Landlord

WINCHESTER CITY COUNCIL

CITY OFFICES COLEBROOK STREET WINCHESTER SO23 9LJ

Tenant

SUSTRANS LIMITED, (company number 01797726) a registered charity number 326550 whose registered office is at Sustrans, 2 Cathedral Square, College Green, Bristol BS1 5DD

Other parties

None

LR4. Property

In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.

The property is defined in clause 1.1 of this Lease

LR5. Prescribed statements etc.

LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.

The Property will, as a result of this Lease be held by Sustrans Limited, a non-exempt charity, and the restrictions on disposition imposed by sections 117 to 121 of the Charities Act 2011 will apply to the land (subject to section 117(3) of that Act).

LR5.2 This lease is made under, or by reference to, provisions of:

None

LR6. Term for which the Property is leased

The term as specified in this Lease at clause 1.1 in the definition of “Contractual Term”

LR7. Premium

None.

LR8. Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land

None.

LR9.2 Tenant's covenant to (or offer to) surrender this lease

None

LR9.3 Landlord's contractual rights to acquire this lease

None.

LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property

None.

LR11. Easements

LR11.1 Easements granted by this lease for the benefit of the Property

None

LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property

The easements as specified in clause 4 of this lease

LR12. Estate rent charge burdening the Property

None.

LR13. Application for standard form of restriction

The Parties to this lease apply to enter the following standard form of restriction against the title of the Property

No disposition by the proprietor of the registered estate to which Sections 117 – 121 or Section 124 of the Charities Act 2011 applies is to be registered unless the instrument contains a certificate complying with Section 122(3) or Section 125(2) of that Act as appropriate.

THIS LEASE is dated:

PARTIES:

- (1) WINCHESTER CITY COUNCIL of City Offices, Colebrook Street, Winchester SO23 9LJ (the 'Landlord').
- (2) SUSTRANS LIMITED (co. no. 1797726) a registered charity number 326550 whose registered office is Sustrans, 2 Cathedral Square, College Green, Bristol, BS1 5DD (the 'Tenant')

AGREED TERMS

1. INTERPRETATION

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

Annual Rent: £1 per annum if demanded

Contractual Term: a term of 40 years beginning on, and including the date of this lease.

CDM Regulations: the Construction (Design and Management) Regulations 2007.

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

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

Landlord's Neighbouring Property: each and every part of the adjoining and neighbouring property in which the Landlord has an interest known as Land at Garnier Road Winchester and registered the Land Registry with title number HP 717902.

Major Defect: a single item of disrepair to the Property the cost of which is estimated by a reputable contractor to exceed £20,000 (amended on 31 December each year upward or downward by reference to the Retail Price Index) to rectify

Permitted Use: the Tenant shall occupy the Property for the purpose of carrying out the Tenant's repairing and inspecting obligations under this Lease and to permit the public to use the Route.

Property: the structure known as the Hockley Viaduct shown edged red on the attached plan.

Route: the surface between the parapet walls of the Property highlighted in yellow on the attached plan and used by the public for walking or cycling or using mobility scooters or wheelchairs

Rent Commencement Date: the date of this lease.

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

Service Media: any equipment and all media for the supply or removal of water, 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 and charges registers of title number HP 717902.

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

- 1.2 A reference to this **lease**, except a reference to the date of this lease or to the grant of the lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.
- 1.3 A reference to the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease. A reference to the **Tenant** includes a reference to its successors in title and assigns. A reference to a **guarantor** is to any guarantor of the tenant covenants of this lease including a guarantor who has entered into an authorised guarantee agreement.
- 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 any 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 References to the **consent** of the Landlord are to the consent of the Landlord given in accordance with clause 25.4 and references to the **approval** of the Landlord are to the approval of the Landlord given in accordance with clause 25.5.
- 1.9 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.10 Unless otherwise specified, a reference to a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or

re-enactment and includes any subordinate laws for the time being in force made under it and all orders, notices, codes of practice and guidance made under it.

- 1.11 A reference to laws in general is to all local, national and directly applicable supra-national laws in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under them and all orders, notices, codes of practice and guidance made under them.
- 1.12 Any obligation in this lease on the Tenant not to do something includes an obligation not to knowingly permit that thing to be done.
- 1.13 Unless the context otherwise requires, where the words **include(s)** or **including** are used in this lease, they are deemed to have the words "without limitation" following them.
- 1.14 A **person** includes a corporate or unincorporated body.
- 1.15 References to **writing** or **written** do not include email.
- 1.16 Except where a contrary intention appears, a reference to a clause or Schedule, is a reference to a clause of, or Schedule to, this lease and a reference in a Schedule to a paragraph is to a paragraph of that Schedule.
- 1.17 Clause, Schedule and paragraph headings do not affect the interpretation of this lease.

2. GRANT

- 2.1 The Landlord with limited title guarantee lets the Property to the Tenant for the Contractual Term TOGETHER WITH a right of access to the Property, in common with the Landlord and all others so authorised by the Landlord and all other persons entitled thereto, over any adjoining land which at the date of this lease is vested in the Landlord for the benefit of the Property and the users of the Route
- 2.2 The grant is made excepting and reserving to the Landlord the rights set out in clause 4, and subject to the Third Party Rights.
- 2.3 The grant is made with the Tenant paying the following as rent to the Landlord:
 - (a) the Annual Rent, if demanded;
 - (b) all interest payable under this lease; and
 - (c) all other sums due under this lease.

3. ANCILLARY RIGHTS

- 3.1 Except as expressly stated in this Lease neither the grant of this lease nor anything in it confers any right over neighbouring property nor is to be taken to show that the Tenant may have any right over neighbouring property, and section 62 of the Law of Property Act 1925 does not apply to this lease.

4. RIGHTS EXCEPTED AND RESERVED

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

- (a) rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the term;
- (b) the right to use and to connect into Service Media at the Property which are in existence at the date of this lease or which are installed or constructed during the term;
- (c) at any time during the term, the full and free right to develop the Landlord's Neighbouring Property and any neighbouring or adjoining property in which the Landlord acquires an interest during the term as the Landlord may think fit;
- (d) the right to re route any Service Media at or serving the Property or re route any means of access to or egress from the Property

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.

- 4.2 The Landlord reserves the right to enter the Property :

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

- 4.3 The Reservations may be exercised by the Landlord and by anyone else who is or becomes entitled to exercise them, and by anyone authorised by the Landlord.

- 4.4 The Tenant shall allow all those entitled to exercise any right to enter the Property, to do so with their workers, contractors, agents and professional advisors, and to enter the Property at any reasonable time
- 4.5 No party exercising any of the Reservations, nor its workers, contractors, agents and professional advisors, shall be liable to the Tenant or to any undertenant or other occupier of or person at the Property for any loss, damage, injury, nuisance or inconvenience arising by reason of its exercising any of those Reservations except for:
- (a) physical damage to the Property; or
 - (b) personal injury and any other loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.
- 4.6 The Landlord shall be entitled to close the Route upon reasonable notice (except in emergency when no notice is required) when carrying out its obligations under this Lease if the Landlord in its absolute discretion considers it necessary to do so
- 4.7 The Landlord shall only be obliged to carry out repairs and maintenance as indicated in 21.3 and for the avoidance of doubt the Landlord shall not be obliged to repair any Major Defect or to re-build the Property

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

6. INSURANCE

- 6.1 The Tenant covenants with the Landlord to effect and maintain public liability insurance cover with a reputable insurer to the minimum value of £5 million or such other sum as the Landlord shall reasonably require which shall not exclude liability in respect of bridges or viaducts and shall provide evidence of such insurance at the request of the Landlord.
- 6.2 The Tenant covenants with the Landlord to ensure that any contractors it employs in carrying out its obligations under this Lease shall have public liability insurance in place which does not exclude cover for working at height on bridges and viaducts to the value of £5 million or such other sum as the Landlord shall reasonably require in addition to Employers' Liability Insurance.

7. VAT

7.1 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.

7.2 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.

8. COSTS

8.1 The Tenant shall pay the reasonable costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses properly incurred (during the term) in connection with the enforcement of the tenant covenants of this lease;

9. 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 is excluded, except to the extent that any legislation prevents that right being excluded.

10. REGISTRATION OF THIS LEASE

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

11. PROHIBITION OF OTHER DEALINGS

The Tenant shall not assign or underlet the Property without the previous written consent of the Landlord.

12. CLOSURE OF THE REGISTERED TITLE OF THIS LEASE

Immediately after the end of the term (and notwithstanding that the term has ended), the Tenant shall make an application to close the registered title of this lease and shall ensure that any requisitions raised by Land Registry in connection with that application are dealt with promptly and properly; the Tenant shall keep the Landlord informed of the progress and completion of its application.

13. TENANT'S COVENANTS

- 13.1 Subject to the Landlord's Covenants contained in this Lease and Major Defects excepted, the Tenant shall keep the Property clear of vegetation which may cause damage to the fabric of the structure of the Property and in good repair and condition throughout the term.
- 13.2 The Tenant shall carry out regular inspections (at least once a year) of the structure of the Property and provide the Landlord with a copy of the most recent inspection report on request.
- 13.3 In the event of a Major Defect becoming apparent, the Tenant shall:
- (i) not be liable to repair that Major Defect unless the Tenant has been able to secure sufficient additional funds to cover the cost of such repair.
 - (ii) use its reasonable endeavours to seek sufficient additional funds.
 - (iii) restrict public access to the Property if necessary where public safety is at risk.
- 13.4 The Tenant shall obtain the Landlord's consent in writing in advance (except in the case of emergency) before closing the Route to the public due to maintenance work PROVIDED THAT where such consent has not been given or refused within two weeks of application the Tenant shall be entitled to proceed with the route closure.
- 13.5 To the extent that volunteer members of staff are available Sustrans shall provide assistance to the Landlord with light maintenance tasks as provided for in clause 21.3 along the Route.

14. ALTERATIONS

- 14.1 The Tenant shall not make any alteration or addition to the Property without the written consent of the Landlord in advance (such consent not to be unreasonably withheld).

15. SIGNS

- 15.1 In this clause **Signs** include signs, fascia, placards, boards, posters and advertisements other than direction and information signs and boards relevant to the Route subject to any necessary planning consent having been obtained in advance.
- 15.2 The Tenant shall not attach any Signs to or display any signs at the Property without the consent of the Landlord, such consent not to be unreasonably withheld.

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

15.4 The Tenant shall allow the Landlord to fix to and keep at the Property any direction and information signs and boards relevant to the Property, the Route or other local transport provision that the Landlord reasonably requires.

16. RETURNING THE PROPERTY TO THE LANDLORD

16.1 At the end of the term the Tenant shall return the Property to the Landlord in the repair and condition required by this lease.

17. USE

17.1 The Tenant shall not use the Property for any purpose other than the Permitted Use or such other use as the Landlord shall permit such permission not to be unreasonably withheld provided that such use is compatible with good estate management practice.

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

17.3 The Tenant shall not bring or permit to remain upon the Property any vehicle machinery or equipment which might overload, strain or damage the Property.

17.4 The Tenant shall use reasonable endeavours to ensure continuing public access to the Route for pedestrians and cyclists except in the event of emergency or planned maintenance subject to clauses 13.3 and 13.4 above or where the Landlord has closed the Route.

18. COMPLIANCE WITH LAWS

18.1 The Tenant shall comply with all laws relating to:

- (a) the use and occupation of the Property by the Tenant;
- (b) any works carried out at the Property; and

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

- (a) send a copy of the relevant document to the Landlord; and

18.3 The Tenant shall not apply for any planning permission for the Property without the Landlord's consent not to be unreasonably withheld.

- 18.4 The Tenant shall comply with its obligations under the CDM Regulations, including all requirements in relation to the provision and maintenance of a health and safety file. The Tenant shall maintain the health and safety file for the Property in accordance with the CDM Regulations and shall give it to the Landlord at the end of the term.
- 18.5 The Tenant shall supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations.

19. ENCROACHMENTS, OBSTRUCTIONS AND ACQUISITION OF RIGHTS

- 19.1 The Tenant shall not grant any right or licence over the Property to a third party other than for use of the Route and insofar as is reasonably necessary to carry out its obligations under this Lease.
- 19.2 If a third party makes or attempts to make any encroachment over the Property or takes any action by which a right may be acquired over the Property, the Tenant shall:
- (a) Immediately upon becoming aware of the same give notice to the Landlord; and
 - (b) take all steps (including any proceedings) the Landlord reasonably requires to prevent or license the continuation of that encroachment or action.
- 19.3 The Tenant shall not obstruct the flow of light or air to the Property nor obstruct any means of access to the Property except on a temporary basis in connection with Tenant's repairing and maintenance obligations in this Lease.
- 19.4 The Tenant shall not make any acknowledgement that the flow of light or air to the Property or that the means of access to the Property is enjoyed with the consent of any third party.
- 19.5 If any person takes or threatens to take any action to obstruct the flow of light or air to the Property or obstruct the means of access to the Property, the Tenant shall:
- (a) immediately notify the Landlord; and
 - (b) take all steps (including proceedings) the Landlord reasonably requires to prevent or secure the removal of the obstruction

20. BREACH OF REPAIR AND MAINTENANCE OBLIGATION

- 20.1 The Landlord may enter the Property to inspect its condition and state of repair and may give the Tenant a notice of any breach of any of the tenant covenants in this lease relating to the condition or repair of the Property.
- 20.2 If the Tenant has not begun any works needed to remedy that breach within a reasonable period following that notice (or sooner if works are required as a matter of

emergency) or if the Tenant is not carrying out the works with all reasonable speed, then the Landlord may enter the Property and carry out the works needed.

- 20.3 The proper costs incurred by the Landlord in carrying out any works pursuant to this clause (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand.
- 20.4 Any action taken by the Landlord pursuant to this clause shall be without prejudice to the Landlord's other rights.
- 20.5 The Tenant shall keep the Landlord indemnified against all expenses, costs, claims, damage and loss arising from any breach of any tenant covenants in this lease, or any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person on the Property with the actual or implied authority of any of them.

21. LANDLORD'S COVENANTS

- 21.1 The Landlord covenants with the Tenant that 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.
- 21.2 On completion of this Lease the Landlord shall pay to the Tenant a contribution of £120,000 towards the Tenant's repairing and inspecting obligations under this Lease.
- 21.3 The Landlord shall:
- (i) carry out minor repairs to the handrailing along the parapets of the Property
 - (ii) keep the surface of the Route clear of debris and vegetation
 - (iii) ensure that the drainage from the surface of the deck is kept clear and free running
 - (iv) use its reasonable endeavours to seek additional funding to rectify any Major Defect but for the avoidance of doubt the Landlord shall not be obliged to obtain additional funding or to rectify any Major Defect

22. RE-ENTRY FORFEITURE AND TERMINATION

- 22.1 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 breach of any condition of, or tenant covenant, in this lease; where such breach is not remedied as soon as reasonably practicable after notice of the breach has been given;

- (b) where the Tenant or any guarantor is a corporation:
 - (i) the making of an administration order in relation to the Tenant ; or
 - (ii) the appointment of an administrator, or the appointment of an administrator in relation to the tenant or the guarantor; or
 - (iii) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant ; or
 - (iv) the commencement of a voluntary winding-up in respect of the Tenant , except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies; or
 - (v) a winding-up order in respect of the Tenant ; or
 - (vi) the striking-off of the Tenant from the Register of Companies; or
 - (vii) the Tenant otherwise ceasing to exist,
- (c) where the Tenant or any guarantor is an individual:
 - (i) the making of any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant ; or
 - (ii) the making of a bankruptcy order against the Tenant .

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

22.3 In the event of a Major Defect for which insufficient funds are available or obtained by the parties in accordance with clause 13.3 or 21.3 hereof within six months from the date that the Major Defect comes to the notice of the Landlord, the Landlord may terminate this lease by giving one month's notice to the Tenant. On giving notice this Lease shall determine but this shall be without prejudice to any right or remedy of either party in respect of any breach of the covenants of this lease by the other party and in the event of such determination within the first 20 years of the Term the Tenant shall (within 28 days) repay to the Landlord a proportion of the £120,000 contribution paid under Clause 21.2 of this Lease as follows.

- (a) £90,000 if this Deed is determined on a date which is 10 years or less from the date of this Deed;
- (b) £30,000 if this Deed is determined on a date which is more than 10 years from the date of this Deed but 20 years or less from the date of this Deed

23. LIABILITY

- 23.1 At any time when the Landlord, the Tenant or a guarantor is more than one person, then in each case those persons shall be jointly and severally liable for their respective obligations arising by virtue of this lease. Either party may release or compromise the liability of any one of those persons or grant any time or concession to any one of them without affecting the liability of any other of them.
- 23.2 The obligations of the Tenant and any guarantor arising by virtue of this lease are owed to the Landlord and the obligations of the Landlord are owed to the Tenant.
- 23.3 In any case where the facts are or should reasonably be known to the Tenant, the Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this lease unless and until the Tenant has given the Landlord notice of the facts that give rise to the failure and the Landlord has not remedied the failure within a reasonable time.

24. ENTIRE AGREEMENT AND EXCLUSION OF REPRESENTATIONS

- 24.1 This lease constitutes the entire agreement and understanding of the parties relating to the transaction contemplated by the grant of this lease and supersedes any previous agreement between the parties relating to the transaction.
- 24.2 The Tenant acknowledges that in entering into this lease it is not relying on, and shall have no remedy in respect of, any statement or representation made by or on behalf of the Landlord save in respect to written replies to solicitors' enquiries.
- 24.3 Nothing in this lease constitutes or shall constitute a representation or warranty that the Property may lawfully be used for any purpose allowed by this lease.
- 24.4 Nothing in this clause shall, however, operate to limit or exclude any liability for fraud.

25. NOTICES, CONSENTS AND APPROVALS

- 25.1 Except where this lease specifically states that a notice need not be in writing, or where notice is given in an emergency, any notice given pursuant to this lease shall be in writing.
- 25.2 A written notice shall be delivered by hand or sent by pre-paid first class post or registered post. A correctly addressed notice sent by pre-paid first class post shall be deemed to have been delivered at the time at which it would have been delivered in the normal course of the post.
- 25.3 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this lease.

- 25.4 Where the consent of the Landlord is required under this lease, a consent shall only be valid if it is given by deed, unless:
- (a) it is given in writing and signed by a person duly authorised on behalf of the Landlord; and
 - (b) it expressly states that the Landlord waives the requirement for a deed in that particular case.

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

- 25.5 Where the approval of the Landlord is required under this lease, an approval shall only be valid if it is in writing and signed by or on behalf of the Landlord, unless:
- (a) the approval is being given in a case of emergency; or
 - (b) this lease expressly states that the approval need not be in writing.

- 25.6 If the Landlord gives a consent or approval under this lease, the giving of that consent or approval shall not imply that any consent or approval required from a third party has been obtained, nor shall it obviate the need to obtain any consent or approval from a third party.

26. GOVERNING LAW AND JURISDICTION

- 26.1 This lease and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

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

27. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this lease shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

28. LANDLORD AND TENANT (COVENANTS) ACT 1995

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

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

EXECUTED AS A DEED by
affixing THE COMMON SEAL of
WINCHESTER CITY COUNCIL
in the presence of:-

EXECUTED AS A DEED by
SUSTRANS LIMITED
acting by

Director

Director \ Secretary