

at:

**LAND AT BEACH TERRACE CAFÉ, SOUTH PROMENADE, LYTHAM ST ANNES
FY8 1NW**

Lessor	Fylde Borough Council, Town Hall, Lytham St Annes, Lancashire FY8 1LW
Lessee	Beach Terrace Café Limited, South Promenade, Lytham St Annes FY9 1NW
Demise	Land at Beach Terrace Café, South Promenade, Lytham St Annes as shown edged red on the attached Lease plan.
Term	15 years.
Rent Reviews	3 yearly from commencement date to reflect the increase in the Consumer Prices Index from the month preceding the commencement of the Lease to the month preceding each rent review date. For the avoidance of doubt, rent in year 4 to be £12,000 p.a. plus CPI for first 3 years and rent in year 7 to be £20,000 p.a. Rent in year 10 to be £20,000 p.a. plus CPI for previous 3 years.
Commencement	1 st June 2019
Rent	£12,000 p.a.
Permitted Use	Café for the retail sale of ices, mineral waters, sweets, cigarettes, hot meals including alcoholic drinks with meals, refreshments, fancy goods and beach goods.
Alienation	Assignment, subletting, licence or sharing occupation of the premises to be permitted with the Lessor's consent, subject to modernisation of the Existing Lease terms to include an Authorised Guarantee Agreement on assignment or exclusion of the Landlord & Tenant Act 1954 s24-28 on any sub-letting.
Alterations	Structural alterations permitted with Lessor's consent and formal Licence, and subject to obtaining all necessary statutory approvals. Non-structural alterations permitted without consent.
Repair & Decorating Obligations	Lessee to keep the premises in good and tenantable repair and condition and to redecorate the exterior in every fifth year of the term.
Utilities	Lessee to be responsible for all outgoings at the premises.
Insurance	Lessee to be responsible for insuring the premises in the joint names of the Lessor and Lessee for its full reinstatement value.
Business Rates	Lessee to be responsible for all business rates levied on the premises.
Public Liability	Lessee to take out public liability insurance for a minimum £5 million and provide evidence of cover to the Council on each anniversary.
Legal Costs	Lessee to be responsible for the Council's legal costs in connection with the surrender of the Existing & Supplemental Leases and Deed of Variation and granting of a new Lease, together with its own professional costs. For the avoidance of doubt, the Council's fee for a Lease Surrender is £750 and for the re-gear of the Lease is £1,250 exclusive of VAT.
Compliance with Legislation	Lessee to comply with all current and future legislation as it applies to the premises at its own cost.
Landlord & Tenant Act 1954	Security of tenure under s24-28 to be included.

Appendix 2

Heads of Terms for Lease

Other matters

To be on substantially the same terms as the Existing and Supplemental Leases subject to modernisation, save to the extent that the terms in the Existing & Supplemental Leases are inconsistent with the above and save for:

- a) Clause 3(12) of the Existing Lease – not to be incorporated into the new Lease and replaced with the Alterations covenant outlined above.
- b) Clause 3(13) of the Existing Lease - to include clarification that the Lessee can renew any existing advertisement/sign board (size for size) where they have become worn or require updating without the Lessor's consent.
- c) Clause 3(15) of the Existing Lease – to include a provision that any request for consent to play any music, musical instrument, loudspeaker, gramophone, juke box or other similar instrument or apparatus is not be unreasonably withheld or delayed by the Lessor subject to appropriate licences/consents having been obtained in advance.

Tenants Solicitor

JMW Solicitors LLP, 1 Byrom Place, Spinningfields, Manchester M3 3HG

Signed:

Lessor: (Signature)

..... (Print Name)

Lessee: (Signature)

..... (Print Name)