

Dated: [~~14th July 2020~~_____]

CUCKFIELD PARISH COUNCIL

and

DIGNITY FUNERALS LIMITED

~~COUNTERPART~~

V2 DTY

LEASE

of

premises known as

The Mortuary Chapel

Cuckfield Cemetery

Cuckfield

West Sussex

THIS LEASE is made the 14th day of July Two Thousand and Twenty one
BETWEEN **CUCKFIELD PARISH COUNCIL** of the Queen's Hall, High Street, Cuckfield,
West Sussex (hereinafter called "the Landlord") of the first part and

DIGNITY FUNERALS LIMITED whose registered office is situated at 4 King Edwards
Court, King Edwards Square, Sutton Coldfield, West Midlands, B73 6AP (Company
Registration Number 41598) (hereinafter called "the Tenant") of the second part

NOW THIS DEED WITNESSETH as follows:

1. IN this Lease except where the context otherwise requires the following expressions shall have the following meanings:
 - 1.1. "the Landlord" means the person for the time being entitled to the reversion immediately expectant on the determination of the Term
 - 1.2. "the Tenant" means the Tenant named herein and its successors in title assigns and the personal representatives of the Tenant
 - 1.3. "the Term" means the term of years hereby created and any period of holding over or extension whether by statute or common law
 - 1.4. "the Planning Acts" means and includes the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 and the Planning (Consequential Provisions) Act 1990 the Planning and Compensation Act 1991 and all statutes referred to therein and all statues regulations and orders included by Clause 4.8 of this Lease
 - 1.5. "the Demised Premises" means all that property known as The Mortuary Chapel Cuckfield Cemetery Church Street Cuckfield West Sussex shown edged red for the purposes of identification only on the plan attached hereto Together with a Right with or without vehicles at all times over and along the drive leading to the Demised Premises subject to the Exceptions and Reservations set out in the First Schedule
 - 1.6. "Interest" means interest during the period from the date upon which payment is due to the date of payment both before and after any Judgement at the rate of four pounds (£4.00) percent per annum over the base rate of Lloyds Bank plc
 - 1.7. "Conduits" means and includes flues shafts ducts air conditioning systems cisterns tanks water gas soil and waste water pipes sewers and drains gutters

downpipes and soakaways gullies watercourses central heating systems boilers radiators pipes wires and cables and other conducting media mains valves traps and switches or any of them

- 1.8. "VAT" means Value Added Tax or any other tax of a similar nature (and unless otherwise expressly stated all reference to rent or other monies payable by the Tenant are exclusive of any VAT charged or chargeable thereon)

INTERPRETATION

2. Interpretation

- 2.1. words importing the masculine gender shall include the feminine gender and vice versa
- 2.2. words importing the singular number only shall include the plural number and vice versa and where there are two or more persons included in the expression "the Tenant" covenants contained in these presents which are expressed to be made by the Tenant shall be deemed to be made by such persons jointly and severally
- 2.3. words importing persons shall include corporations and vice versa
- 2.4. in any case where the Tenant is placed under a restriction by reason of the covenants and conditions herein contained such restrictions shall be deemed to include the obligation not to knowingly permit or allow the infringement thereof by any persons claiming rights to use enjoy or visit the Demised Premises or any part thereof through under or in trust for the Tenant
- 2.5. references to any right exercisable by the Landlord shall be construed as extending to any mortgagee of the Demised Premises and to all persons authorised by the landlord or mortgagee (including agents professional advisers contractors workmen and others)
- 2.6. any references to a specific statute include any statutory extension or modification amendment or re-enactment of such statute and any regulations or orders made under such statute and any general reference to "statute" or "statutes" includes any regulations or orders made under such statute or statutes
- 2.7. the clause paragraph and schedule headings shall not form part of this Lease and shall not be taken into account in the construction or interpretation of any covenant or proviso herein contained

3. **THE LANDLORD HEREBY DEMISES** unto the Tenant **ALL THAT** the Demised Premises Excepting and reserving to the Landlord the rights specified in the First Schedule hereto **TO HOLD** the Demised Premises unto the Tenant from and including the date hereof for a term of three years
- YIELDING AND PAYING** therefore during the Term the rent specified in the Second Schedule such rent to be paid by equal quarterly payments in advance on the usual quarter days in every year or proportionately for any fraction of a year the first of such payments to be made on the execution hereof and in each case without deduction and also

TENANT'S COVENANTS

4. The Tenant hereby covenants with the Landlord as follows that is to say:

Rent

- 4.1. to pay the said rent hereinbefore reserved on the days and in the manner set out in this Lease and if so requested by the Landlord to make such payments by bankers standing order to such bank and account that the Landlord may from time to time nominate

Pay Rates Taxes etc

- 4.2. to pay and discharge all existing and future rates taxes charges assessments impositions outgoings whatsoever (whether Parliamentary parochial local or otherwise) which are now or may at any time hereafter be payable charged or assessed on or in respect of the Demised Premises or the owner or occupier thereof during the Term

Pay Gas Electricity

- 4.3. to pay to the supplies and to indemnify the Landlord against all charges for gas electricity and other services and supplies consumed or used on or in relation to the Demised Premises (including meter rents)

Repair

- 4.4. at all times during the Term:
- 4.4.1. to keep the Demised Premises in good repair decoration and condition (damage by risks covered by any insurance effected by the Landlord excepted save to the extent that the policy or policies of insurance effected

by the Landlord pursuant to this lease have been vitiated in consequence of any act neglect or default of the Tenant or its servants or agents)

Rights of Inspection

- 4.5. to permit the Landlord and its servants or agents twice a year at reasonable times on at least 48 hours' prior written notice (except in case of emergency) with or without workmen to view the Demised Premises with others and to enter into and examine the condition thereof and take a schedule of fixtures therein and in case any defects disrepair removal or fixtures or unauthorised alternations of additions shall then be found the Tenant will upon notice thereof in writing diligently execute all repairs works replacements or removals required under the Tenants remaining covenants within three months and after such notice to the reasonable satisfaction of the Landlord or its Surveyor and in case of default it shall be lawful for workmen or agents of the Landlord to enter into the Demised Premises and execute such repairs works replacements or removals and all reasonable and proper Solicitors' and Surveyors' charges which may reasonably and properly be incurred by the Landlord in relation thereto and together with Interest thereon from the date of demand shall within fourteen working days of demand be paid by the Tenant to the Landlord

To yield up in repair the end of the Term

- 4.6. at the expiration or sooner determination of the Term quietly to yield up the Demised Premises repaired cleaned and kept in accordance with the Tenant's covenants herein contained together with all additions and improvements thereto and all fixtures which during the Term may be fixed or fastened to or upon the Demised Premises (damage by fire and other risks for which the Landlord shall be indemnified under its insurance policies only excepted) provided always that the Tenant makes good to the reasonable satisfaction of the Landlord all damage to the Demised Premises resulting from the removal thereof
- 4.7. at the end of the Term if so requested by the Landlord to remove all tenant's and trade fixtures and fittings from the Demised Premises and to make good all damage occasioned thereby to the reasonable satisfaction of the Landlord

Not to do or permit any waste nor to make alterations

- 4.8. not without the previous consent in writing of the Landlord (and then only in accordance with the plans previously approved by the Landlord and under the supervision of and to the reasonable satisfaction of the Landlord's surveyor) to erect any new buildings or structures nor (without such consent as aforesaid) make any structural or external alterations to the Demised Premises.

To comply with Planning Legislation

- 4.9. at all times during the Term to comply in all respects with the provisions and requirements of the Planning Acts and of any planning consents (and the conditions thereof) relating to or affecting the Demised Premises and to indemnify and keep indemnified the Landlord against all liabilities whatsoever thereunder **AND** forthwith to produce to the Landlord a copy of any order direction proposal or notice made or received by the Tenant under or by virtue of the Planning Acts affecting or relating to the Demised Premises and at the request and cost of the Landlord to make or join with the Landlord in making every such objection representation or appeal against the same as the Landlord shall reasonably deem expedient

User

- 4.10. not to use the Demised Premises otherwise than as a chapel of rest and mortuary for human remains awaiting burial or cremation and for no other purpose **PROVIDED** however that nothing herein contained shall imply or be deemed to be a warranty that the Demised Premises may in accordance with all the Planning Acts now or from time to time in force be used for the purposes above mentioned

Entry for repairs etc

- 4.11. to permit the Landlord and the Landlord's agents workmen and others employed by the Landlord or authorised by him with all necessary workmen and appliances at all reasonable times during the Term after giving not less than two day's prior written notice (except in an emergency) to enter upon the Demised Premises to alter maintain rebuild any adjoining premises or property of the Landlord or to construct alter maintain renew repair or fix anything or additional thing serving any such adjoining property or premises and which runs through or on to the Demised Premises and the Landlord making good any damage so caused provided that such works do not interfere with the Demised

Premises and access thereto or the Tenant's enjoyment of the Demised Premises

4.12. Alienation

4.12.1. not to assign underlet part with possession or share occupation mortgage or charge any part of parts of the Demised Premises (as distinct from the whole)

4.12.2. except by way of assignment or underletting mortgage or charge of the whole of the Demised Premises not to part with or share the possession or occupation of the whole or any part of the Demised Premises to or with any other persons or bodies provided that the Tenant may be permitted to share occupation with a company within the same group of companies as within the meaning of Section 42 of the Landlord and Tenant Act 1954

4.12.3. not to assign the whole of the Demised Premises:

4.12.3.1. unless the Tenant itself stands as Surety for its assignee (if the Landlord shall in its reasonable discretion so require) by giving a covenant by way of indemnity and guarantee to the Landlord before any assignment in the terms set out in the Eighth Schedule **PROVIDED ALWAYS** that such covenant shall be an Authorised Guarantee Agreement within the meaning of Section 16 of the Landlord and Tenant (Covenants) Act 1995 and for the avoidance of doubt shall not impose on the Tenant any liability in relation to any time after the assignee is released from the covenants on the part of the Tenant contained in this lease by virtue of the Landlord and Tenant (Covenants) Act 1995

4.12.3.2. unless the proposed assignee has first produced evidence which is reasonably acceptable to the Landlord that the proposed assignee would be capable of complying with the covenants on behalf of the Tenant contained herein

4.12.3.3. without the previous written consent of the Landlord which shall not be unreasonably withheld or delayed

4.12.3.4. unless in the reasonable opinion of the Landlord there are at the date of the application for the licence to assign no material outstanding breaches of any substantial covenant on the Tenant's part contained in this Lease

4.12.3.5. unless upon or before any assignment and before giving occupation to the assignee the Tenant has:

4.12.3.5.1. obtained and delivered to the Landlord a direct covenant by the assignee with the Landlord to observe and perform the covenants and restrictions of this Lease and any deed licence consent or other instrument supplemental to this Lease and to pay the rent reserved by the Lease for the remainder of the Term (or if earlier) until the assignee shall have parted with its interest in the Lease in accordance with the terms hereof

4.12.3.5.2. if the intended assignee shall be a limited liability company then if in its absolute discretion the Landlord shall so require or otherwise if the Landlord shall reasonably so require obtain sureties acceptable to the Landlord who shall covenant by way of indemnity and guarantee (if more than one jointly and severally) with the Landlord before any assignments in the terms set out in the Third Schedule

4.12.4. not to underlet the whole of the Demised Premises without the previous written consent of the Landlord which shall not be unreasonably withheld and save in accordance with the provisions of Clauses 4.12.4.1 and

4.12.4.2:

4.12.4.1. not to underlet the whole of the Demised Premises at a fine or premium nor at a rent (including without prejudice to the generality of that expression any insurance rent or service charge rent) less than the rent payable hereunder for the Demised Premises at the date of such underlease

4.12.4.2. to procure that any underlease of the Demised Premises shall contain:

4.12.4.2.1. an unqualified covenant on the part of the underlessee that the underlessee will not assign or charge any part or parts of the Demised Premises (as distinct from the whole) part with or share possession of or permit any person or company to occupy the whole or any part or parts of the Demised Premises (save a company within the same group of companies within the meaning of Section 42 of the Landlord and Tenant Act 1954)

4.12.4.2.2. a covenant on the part of the underlessee that the underlessee will not assign or charge the whole of the Demised Premises without the previous written consent of the Landlord which shall not be unreasonably refused

4.12.4.2.3. a condition for re-entry on breach of any covenant on the part of the underlessee

Not to do or permit any nuisance

4.13. not knowingly to do or permit to be done upon the Demised Premises anything which may be or grow to be a nuisance annoyance disturbance inconvenience or damage to the Landlord or to the owners tenants and occupiers of adjoining or neighbouring properties

Not to endanger insurance

4.14. to keep the Demised Premises insured with reputable insurers ~~approved by the Landlord (such approach not to be unreasonably withheld) in the joint names of the Landlord and the Tenant~~ against loss or damage by fire and such other risks as the Landlord may from time to time reasonably prescribe for an amount equal to its full reinstatement cost (including all professional fees and the cost of any work which might be required by or by virtue of any Act of Parliament) and two years' loss of rent provided always that if the Tenant shall at any time fail to keep the Demised Premises insured as aforesaid the Landlord may do all things necessary to effect or maintain such insurance and all monies properly and reasonably expended by the Landlord for that purpose shall be repayable by the Tenant within 7 days of demand

4.14.1. to produce to the Landlord within fourteen days of demand details of the policy of insurance maintained by the Tenant and evidence of the payment by the Tenant of receipt for the premium payable for it provided that the details of such policy and evidence of payment~~receipt~~ has been issued to the Tenant

4.14.2. if the Demised Premises or part of it is destroyed or damaged by fire or by any other peril against the risk of which the Tenant is liable to insure forthwith to reinstate the Demised Premises or such part of it as may have been so damaged or destroyed

4.14.3. if it is impossible or impracticable to reinstate in accordance with subclause 4.14.2 above any moneys received under the policy of insurance including loss of rent shall belong to the Landlord absolutely

4.15. not at any time to erect paint affix or display any aerial placard advertisement hoarding or other sign of anything whatever in the nature of an advertisement by display of lights or otherwise in or upon the Demised Premises or any part thereof (including the windows thereof) except as shall be approved in writing by the Landlord such approval not to be unreasonably withheld or delayed

Notice "To Let"

4.16. unless the Tenant has applied for a new tenancy pursuant to the Landlord and Tenant Act 1954 to allow the Landlord or its agents to enter on the Demised Premises at any time within three months next before the expiration or sooner determination of the Term to fix thereon in a position which does not affect the use and enjoyment of the Demised Premises by the Tenant a notice board for reletting the same and not to remove or obscure such notice board and to permit all persons authorised by the Landlord or its agents to view the Demised Premises on giving seven days' notice at reasonable hours without interruption provided it does not interfere with the Tenants use of the Property

Value Added Tax

4.17. to pay and keep the Landlord indemnified against all VAT which may from time to time be charged on and added to any rent or other monies for which the Tenant may be liable under this Lease and the same shall be recoverable by action or by distress as for rent in arrears

No Discharges

4.18. not to discharge anything into the Conduits serving the Demised Premises which will or may be corrosive or harmful or which may cause any obstruction or deposit therein

Compliance with Statutes

4.19. to comply forthwith and in all respects at the Landlord's own expense with all statutes for the time being in force and with all requirements or directions of any competent authority exercising powers under statute or Royal Charter and all nuisance sanitary or other statutory notices served by upon either the Landlord

or the Tenant so far as the same relate to the Tenant's use of the Demised Premises and to comply with all the requirements of the Factories Act 1961 the Offices Shops and Railway Premises Act 1963 the Public Health Acts 1875 to 1936 the Public Health (Drainage of Trade Premises) Act 1937 the Clean Air Act 1956 and the Fire Precautions Act 1971 and any Act or Acts for the time being amending or replacing the same and to keep the Landlord fully indemnified against all actions proceeding costs expenses claims and demands in respect thereof

No Auctions

- 4.20. not to hold or permit to be held any sale by auction on any part of the Premises
- 4.21. not to knowingly do or suffer to be done in or upon the Premises any wilful or voluntary or permissive waste
- 4.22. in connection with the Defective Premises Act 1972 or any legislation modifying amending or replacing the same to:
 - 4.22.1. notify the Landlord in writing immediately of any defect in the Demised Premises of which the Tenant is aware
 - 4.22.2. erect and maintain within the Demised Premises prominent notices of warning or relevant defects within the meaning of Section 4 of the said Act in such form as the Landlord may from time to time require
 - 4.22.3. indemnify the Landlord against any actions proceedings cost expenses claims and demands incurred thereunder by reason of the Tenant's failure to erect and display such notices
 - 4.22.4. permit the Landlord and its agents with or without workmen and other at any time on reasonable notice to enter upon the Demised Premises erect and exhibit notices thereon giving warning of relevant defects within the meaning of the said Section 4 in the Demised Premises and to install lighting or any other reasonable means or warning or protection against such defects

Nuisances

- 4.23. not to use or permit or to suffer to be used the Demised Premises nor to permit or to suffer to be done thereon any act or thing which would be a desecration of the Demised Premises or of the adjoining cemetery or churchyard or show or cause disrespect to the dead not to do or permit or suffer to be done on the

Demised Premises any act or thing that may be or become a nuisance or annoyance to the owners or occupiers of property in the neighbourhood of the Demised Premises or persons lawfully visiting the adjoining cemetery and churchyard

PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED:

5. Proviso for re-entry

5.1. if the said rents or any part thereof shall be unpaid for twenty-one days after any of the days herein before appointed for payment thereof whether the same shall have been formally demanded or not or if the Tenant shall at any time fail or neglect to perform or observe any of the covenants conditions agreements herein contained and on the Tenant's part to be performed or observed or if the Tenant has any distress or execution levied on its goods in the Demised Premises or if the Tenant being a corporation shall enter into liquidation whether compulsory or voluntary (except for the purpose of amalgamation or reconstruction) or if the Tenant being an individual or individuals shall commit an act of bankruptcy or shall make any arrangements or composition with his or their creditors then and in any such case it shall be lawful for the Landlord or any person or persons duly authorised by the Landlord in that behalf after giving not less than fourteen days prior written notice to the Tenant to re-enter into and upon the Demised Premises or any part thereof in the name of the whole and peaceably to repossess and enjoy the same as if this Lease had not been made but without prejudice to any right of action or remedy of either party in respect of any antecedent breach of any of the covenants by either party hereinbefore contained

Rent to abate in case of damage by fire

5.2. if the Demised Premises or any part thereof or any means of access thereto shall at any time during the Term be destroyed or damaged by fire (or by any other peril for which the Landlord shall be indemnified under the policy or policies of insurance taken out in accordance with its covenant herein) so as to be unfit for habitation and use and the policy or policies of insurance shall not have been vitiated or payment of the policy monies refused in whole or in part in consequence of some act or default of the Tenant its servants agents or

invites the yearly rent hereby reserved or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended until the Demised Premises and the means of access thereto shall be again rendered fit for occupation and us and any dispute with reference to this provision shall be conclusively determined by the Landlords surveyor

Notices

- 5.3. any notice served under or in connection with this Lease shall be properly served if it complies with either the provisions of Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Act 1962

Reliance on Representations

- 5.4. the Tenant acknowledges that this Lease has not been entered in reliance wholly or partly upon and statement or representation made by or on behalf of the Landlord save insofar as any such statement or representation is expressly set out in the Lease or has been made in writing by the Landlord's solicitors to the Tenant's solicitors before the date of entry into this Lease

Development of Adjoining Property

- 5.5. the Landlord shall be entitled to carry out or permit the Development of any neighbouring premises of the Landlord or any part thereof and to build on or into any boundary wall of the Demised Premises subject to the Landlord exercising such right in a reasonable manner and making good any damage caused and ensuring that the Tenant's full use and enjoyment of the Demised Premises is not thereby adversely affected

Covenants relating to other property

- 5.6. nothing contained in (or implied in) this Lease shall give the Tenant the benefit of or the right to enforce or prevent the release or modification of, any covenant or agreement entered into by any tenant of the Landlord in respect any property not comprised in this Lease

LANDLORD'S COVENANTS

THE LANDLORD HEREBY COVENANTS with the Tenant as follows:

6. For quiet enjoyment

that the Tenant paying the rents and performing the Tenant's covenants hereinbefore

contained shall lawfully and peaceably enjoy the Demised Premises for the Term without any lawful suit eviction or interruption by the Landlord or by any person lawfully claiming suit eviction or interruption by the Landlord or by any person lawfully claiming through under or in trust for the Landlord

7. Third Party Rights

Save as expressly provided none of the provisions of this Lease are intended or will operate to confer any benefit (pursuant to the Contract (Rights of Third Parties) Act 1999) or a person or body who is not named as a party to the Lease

IN WITNESS whereof the parties hereto have caused this Deed to be duly executed the day and year first before written

THE FIRST SCHEDULE

EXCEPT AND RESERVING unto the Landlord (subject to the reasonable use thereof by the Tenant) the free and uninterrupted use of all such drains gas pipes water pipes electric light wires mains and distribution and telephone wires as now are or hereafter shall be in or run into or through the Demised Premises **AND ALSO EXCEPT AND RESERVING** unto the Landlord the right at any time to alter demolish and rebuild any adjoining buildings belonging to the Landlord or in its occupation in such manner as it may desire provided that such alterations demolition or rebuilding does not materially interfere with the Demised Premises or the light and air thereto and the Landlord causes the Tenant as little inconvenience as possible and make good all damage done to the Demised Premises thereby

THE SECOND SCHEDULE

THE RENTS

The yearly rent shall be Seven Hundred and Fifty Pounds (£750.00)

THE THIRD SCHEDULE

The Covenants of the Surety

1. To procure performance of the Tenant's Covenants

The Surety in consideration of this lease having been made (or as the case may be assigned) at his request hereby covenants with the Landlord that the Tenant will throughout the remainder of the Term or (if earlier) until such time as this Lease shall be lawfully assigned by the tenant or assignee in respect of whom the Surety gives these covenants pay the rents hereby reserved or subsequently ascertained on the days and in the manner aforesaid and will perform and observe all the Tenant's covenants hereinbefore contained and that in case of default in such payment of rents or in the performance or observance of such covenants as aforesaid the Surety will pay and make good to the Landlord on demand all losses damages reasonable and proper costs and expenses thereby arising or incurred by the Landlord notwithstanding:

- 1.1. any neglect or forbearance of the Landlord in endeavouring to obtain payment or to enforce performance of the several stipulations herein on the Tenant's part contained (and any time which may be given to the Tenant by the Landlord shall not release or exonerate or in any way affect the liability of the surety under this covenant)
- 1.2. that the terms of this lease may have been varied by agreement between the Landlord and the Tenant where such variation is immaterial and not prejudicial to the Surety
- 1.3. any other act or thing whereby but for this provision the Surety would have been released

2. To take the new Lease

If this Lease shall be disclaimed or the Tenant (being a company) shall be dissolved or cease to exist and if the Landlord shall by notice in writing have so required the Surety will take from the Landlord a new Lease of the Demised Premises for a term commensurate with the residue of the term which would have remained had there been no disclaimer dissolution or cesser (as the case may be) at the same rent and subject to the same covenants and conditions as are reserved by and contained in this Lease (with the exception of the surety covenants contained in the Eighth Schedule) and new Lease to take effect from the date of such disclaimer or dissolution or cesser (as the case may be) and in such case the Surety shall without delay take or join in all acts necessary for the grant of such new Lease and will pay all reasonable and proper costs relating to the grant of such new Lease and execute and deliver to the Landlord a counterpart thereof

3. To pay rent if not required to take new Lease

If this Lease shall be disclaimed or the Tenant (being a Company) shall be dissolved or cease to exist and if for any reason the Landlord shall not require the Surety to take a Lease of the Demised Premises pursuant to Clause 2 above the Surety shall nevertheless upon demand pay to the Landlord a sum equal to the rent that would have been payable under this lease but for the disclaimer dissolution or cesser (as the case may be) for the period from the date of such disclaimer dissolution or cesser (as the case may be) until the expiration of six months therefrom or until the date upon which the Demised Premises shall have been relet by the Landlord whichever shall first occur

Executed as a Deed for and on behalf of

CUCKFIELD PARISH COUNCIL

by

Chairman

Clerk

Executed as a Deed

by **DIGNITY FUNERALS LIMITED**

acting as a Director

in the presence of a witness