



## **2. DEFINITIONS**

In this Lease:-

- 2.1 For the purposes of this Lease the terms defined in clauses 1 and 2 have the meanings specified
- 2.2 "Adjoining Properties" means any neighbouring or adjoining land or premises in which the Landlord or any other Government Department or Statutory Board or Statutory Undertaking has a freehold or leasehold interest or in which during the Term the Landlord or such a Government Department or Statutory Board or Statutory Undertaking shall have acquired a freehold or leasehold interest in any part thereof
- 2.3 "Building" means the building and all other buildings including extensions at any time during the Term erected on the whole or part of the Premises
- 2.4 "Interest Rate" means the base lending rate of Isle of Man Bank or such other major clearing bank as the Landlord (acting reasonably) from time to time nominates in writing
- 2.5 "Insured Risk" means fire lightning explosion aircraft (including articles dropped from aircraft) riot civil commotion malicious damage earthquake storm tempest flood bursting and overflowing of water pipes tanks and other apparatus and impact by road vehicles third party liability and such other risks whether or not in the nature of the foregoing against which a reasonably prudent tenant would normally insure but excluding any risk against which the Tenant does not insure because cover is not ordinarily available in the London insurance market
- 2.6 "Month" means a calendar month
- 2.7 "Other buildings" means any building or buildings including extensions now or at any time during the Term erected on the whole or part of the Adjoining Properties
- 2.8 "Pipes" means all pipes sewers drains mains ducts conducts gutters watercourses wires cables channels flues and all other conducting media and includes any fixings louvres cowls and any other ancillary apparatus
- 2.9 "Plan" means the plan or plans annexed to this Lease
- 2.10 "the Planning Acts" means the Town and Country Planning Acts 1934-1999 (as amended or superseded) and all statutes regulations directions and orders included by virtue of clause 2.18

- 2.11 "Surveyor" means any person appointed by the Landlord to perform any of the functions of the surveyor under the Lease (including an employee of the Landlord or a Government Department or Statutory Board)
- 2.12 The expressions "the Landlord" or "the Tenant" wherever the context so admits shall include their successors in title and permitted assigns respectively
- 2.13 Where the Landlord or the Tenant for the time being are two or more persons obligations expressed or implied to be made by or with such party are deemed to be made by or with such persons jointly and severally
- 2.14 References to a person includes a company corporation or other body having a legal personality and words importing one gender include all genders and words importing the singular include the plural and vice versa
- 2.15 References to "the Premises" or "the Adjoining Properties" shall in the absence of any provision to the contrary include any part thereof
- 2.16 The expression "the Term" includes the contractual term and any period of holding over or extension or continuance of the contractual term whether by statute or at common law
- 2.17 Any covenant by the Tenant not to do any act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done by any other person
- 2.18 Unless expressly stated to the contrary any references to a specific statute include any statutory extension or modification amendment or re-enactment of that statute and any regulations or orders made under that statute and any general reference to a statute includes any regulations or orders made under that statute
- 2.19 "VAT" means value added tax or any other tax of a similar nature and unless otherwise expressly stated all references to rents or other sums payable by the Tenant are exclusive of VAT
- 2.20 References in this Lease to any clause sub-clause or schedule without further designation shall be construed as a reference to the clause sub-clause or schedule to this Lease so numbered
- 2.21 The clause paragraph and schedule headings do not form part of this Lease and shall not be taken into account in its construction or interpretation

### **3. DEMISE**

In consideration of the Rent and covenants herein reserved and contained the Landlord hereby demises unto the Tenant the Premises TOGETHER with the rights specified in the First Schedule TO HOLD the same to the Tenant for the Term EXCEPTING AND RESERVING

unto the Landlord (and all persons now or hereafter authorised by the Landlord and all other persons now entitled or who may become entitled) the rights and matters specified in the Second Schedule PROVIDED ALWAYS that the Tenant shall not be or become entitled to any right of access to light or air to the Premises or to any other rights privileges or easements which would restrict or interfere with the user of any adjoining or neighbouring land for building or other purposes and FURTHER that no estate or interest in the soil of the roads or paths adjacent to or adjoining the Premises is or shall be deemed to be included in this demise YIELDING AND PAYING to the Landlord the Rent in the manner more particularly described in clause 4.1

#### **4. TENANT'S COVENANTS**

The Tenant hereby covenants with the Landlord:-

- 4.1 To pay Rent without deduction or set off quarterly in advance by bankers standing order or as the Landlord shall from time to time direct the first of such payment due on the Rent Commencement Date
- 4.2 Not to use the Premises for any purpose other than the use specified in clause 1.7 hereof without the prior consent in writing of the Landlord AND to ensure that the Premises are open for business from 10am to 4pm daily during the Term ("the Opening Hours") and not without the consent of the Landlord to reduce the Opening Hours (such consent not to be unreasonably withheld)
- 4.3 At all times during the Term to keep and at the end or sooner determination thereof to yield up the exterior and interior of the Premises and all additions thereto and the Landlord's fixtures and fittings therein clean and in good repair and decorative condition (damage by fire and the elements and fair wear and tear excepted)
- 4.4 To permit the Landlord or its agents with or without workmen and others at all reasonable times to enter upon the Premises for the purpose of ascertaining that the covenants and conditions herein contained have been duly observed and performed and in particular to view the state of repair and condition of the Premises
- 4.5 To pay the Rent at the times and in the manner aforesaid
- 4.6 From time to time and at all times during the Term to pay all taxes and outgoings whatsoever which during the Term shall be assessed or charged or imposed upon or in respect of the Premises or on the owner or occupier thereof
- 4.7 The Tenants shall pay to the Landlord such amount of any Value Added Tax at the rate for the time being in force as shall be legally payable in respect of all monies covenanted to be paid by the Tenants hereunder and in every case where the

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Tenants covenant to pay an amount of money such amount shall be regarded as being exclusive of all Value Added Tax which may from time to time be legally payable thereon

- 4.8 To take all reasonable precautions to avoid damage to any part of the Premises and to keep the same locked and secure outside of the Opening Hours
- 4.9 To use the upper level of the Premises with all care and for the purpose only of a tearoom and the provision of light refreshments and during the periods when the said tearoom is open for customers to maintain and on a daily basis keep clean and tidy and stocked with toilet paper soap and other washroom/toilet consumables which shall be supplied by the Landlord (to the reasonable satisfaction of the Landlord) the toilets situate on the lower level of the Premises and keep the same open for all members of the public whether customers of the said tearoom or not during the Opening Hours (provided that the Landlord may make additional arrangements for the opening and cleaning of the toilets if it requires) and at all times keep the whole of the Premises in a wholesome hygienic clean and tidy condition and arrange for the regular and adequate removal therefrom of all ashes grease waste and other refuse to the satisfaction of the Landlord and will comply with all reasonable requirements of the Landlord in respect of the safety of the Premises and/or the health safety comfort and well being of its occupants or of visitors or users therein or thereof
- 4.10 Not without the previous consent in writing of the Landlord (such consent not to be unreasonably withheld) to make any alterations in the elevation or structure of the Premises or erect any other building thereon any such approved alterations or erections being at the sole cost and expense of the Tenants
- 4.11 To pay for all telephone rental and charges (if applicable) and all water electricity gas or other fuels or services consumed or used in respect of the Premises but excluding the washroom/toilet block during the Term
- 4.12 Not to assign sublet or part with possession of the Premises or any part thereof or use the same as security for credit without the previous written consent of the Landlord
- 4.13 At the sole cost and expense of the Tenants to provide and install if so desired by the Tenants such temporary internal fittings as may be required for the purpose of the provision of light refreshments such temporary internal fittings being first approved of in writing by the Landlord PROVIDED ALWAYS that all such temporary internal fittings shall be removed upon the termination of the Term at the expense of

the Tenants or the Landlord may by agreement with the Tenants purchase such temporary internal fittings at a price to be agreed by the parties hereto

- 4.14 4.14.1 Not to repaint the exterior and/or the interior of the Premises except in accordance with sub-clause 4.14.2 hereof
- 4.14.2 The Tenants with the prior consent in writing of the Landlord shall be at liberty at the sole cost and expense of the Tenants to repaint the exterior and/or the interior of the Premises in a suitable colour or colours to be first approved by the Landlord in writing as compatible with the location of the Premises in a Manx National Glen
- 4.15 At the sole cost and expense of the Tenants to insure all the Tenants' trade and other fittings stock in trade and equipment within the Premises to the full reinstatement value thereof and to take out third party risks employers liability and public liability insurance in such sum as the Landlord shall first approve in writing in some insurance office of repute and on request to produce the policy or policies and last premium receipt therefore for inspection by the Landlord AND not to do anything upon the Premises which may render any policy or policies of insurance void or voidable or whereby the premium payable under such insurance is liable to be increased
- 4.16 At the sole cost and expense of the Tenants in using the Premises for the purpose referred to in clause 4.9 hereof and in executing all or any of the works referred to in clauses 4.10 and 4.12 hereof to obtain all planning and other necessary consents and generally to conform to the provisions of all statutes orders regulations and byelaws applicable thereto
- 4.17 To indemnify and keep indemnified and save harmless the Landlord and any person deriving title under the Landlord against any proceedings damages claims actions demands costs or expenses whatsoever in respect of any death or injury (including personal injuries whether caused by accident or otherwise) which may be done or alleged to be done by the Tenants or their servants or agents or other persons authorised by them or employed by them to any real or personal property or to any persons on account of any death damage loss or injury caused directly or indirectly by the operations of the Tenants whether by virtue of any power contained in this Lease or otherwise to the intent that as far as permitted by law the Landlord shall incur no liability for any loss damage death accident or injury to any persons or property ensuing out of or in anywise incidental to any operations acts or omissions

of the Tenants their servants agents employees or persons authorised by the Tenants whether ensuing by virtue of anything in this Lease contained or otherwise

- 4.18 At the expense of the Tenants to do and execute all such works and things to comply with all such requirements as under or by virtue of any existing or future Act or Acts of Tynwald Act or Acts of Parliament applicable to the Isle of Man Statutory Instrument Bylaw Rule Regulation Order Direction or Permission already passed made or granted and any conditions attaching thereto and for the time being in force as are or maybe directed or necessary to be done to the Premises whether by the owner or occupier thereof and whether directed by any Government Local Authority Fire gas electricity or water supply Authority or any competent Authority or otherwise howsoever including but not limited to requirements to be complied with in respect of the use from time to time being made of the Premises or for the benefit of the persons employed in or about the Premises and without prejudice to the foregoing to comply in all respects with all requirements as made under or by virtue of any such existing or future Act or Acts of Tynwald Act or Acts of Parliament applicable to the Isle of Man Statutory Instrument Bylaw Rule Regulation Order Direction or Permission now or in the future passed made or granted and any conditions attaching thereto
- 4.19 To give notice to the Landlord of any defect in the Premises which may give rise to an obligation on the Landlord to do or refrain from doing any act or thing in order to comply with the provisions of this Lease or the common duty of care or otherwise and at all times to display and maintain all notices which the Landlord may from time to time reasonably require to be displayed at the Premises
- 4.20 During the three (3) months immediately preceding the determination of the Term to permit persons with written authority from the Landlord or its agents at all reasonable times during the day to view the Premises
- 4.21 To give full particulars to the Landlord of any notice direction or order or proposal for the Premises made given or issued to the Tenants by any Local or Public Authority within seven (7) days of receipt and if so required by the Landlord to produce it to the Landlord and without delay to take all necessary steps to comply with the notice instruction or order and at the request of the Landlord but at the cost of the Tenants to make or join with the Landlord in making such objection or representation or in respect of any notice direction order or proposal as the Landlord shall deem expedient

- 4.22 The Tenants shall not become or be entitled to any right of access to light or air to the Premises which would restrict or interfere with the user of any adjoining property for building or any other purpose and no estate or interest in the soils of roads tracks or paths adjacent to the Premises is or shall be deemed to included in this demise
- 4.23 To ensure that the Premises are kept secured and weather tight at all times when the Premises are not open for customers AND to agree any period of closure of the Premises in writing in advance with the Landlord
- 4.24 The Tenants must maximise the use and sale of locally grown and manufactured food and beverages within the Premises (provided that such produce is reasonably available on the Isle of Man)
- 4.25 The Tenants must use all reasonable endeavours to support relevant, current and future Isle of Man Government strategies, regarding the production and promotion of food and drink on the Isle of Man and in relation to sustainability and the environment including but not limited to the Single Use Plastics Reduction Plan for the Isle of Man Government May 2018 or any changes thereto

## **5 The Landlord's covenants**

- 5.1 The Landlord shall permit the Tenants to peaceably and quietly to hold and enjoy the Premises without any interruption or disturbance from or by the Landlord or any person claiming under or in trust for him PROVIDED THAT the Tenants have paid the Rent and observed and performed the covenants herein contained
- 5.2 If the Landlord opens the toilet block outside of the Opening Hours it shall be responsible for the cleaning and stocking of the said toilet block and the cost of electricity and water thereto at such times

## **6 It is hereby mutually agreed and declared that:-**

- 6.1 in the event of any dispute or difference arising between the parties hereto as to the construction of this Lease or as to the rights duties or obligations of the parties hereto or as to any other matters in anyway arising out of or in connection with the subject matter hereof the same shall be referred to the arbitration or decision of an independent arbitrator being an advocate barrister accountant or chartered surveyor (as the subject matter of the said dispute or difference may require) to be appointed as the parties hereto may agree or failing such agreement to be appointed by the Council or President for the time being of the Isle of Man Law Society (these presents being deemed to be a submission to arbitration within the meaning of the



Arbitration Act 1976 or any statutory modification or re-enactment thereof for the time being in force) AND it is hereby agreed and declared that the decision of such arbitrator as aforesaid shall be final and binding

6.2 notwithstanding and without prejudice to any other remedies and powers herein contained or otherwise available to the Landlord if the rent or any part thereof shall be unpaid for twenty one (21) days after becoming payable (whether the same shall have been formally demanded or not) or if any covenant on the Tenants' part herein contained shall not be performed or for the time being the Tenants being a company shall enter into liquidation whether compulsory or voluntary (save for the purpose of reconstruction or amalgamation or such other similar purpose not involving a realisation of assets) or being an individual or being more than one individual any one of them shall become bankrupt or if the Tenants shall become insolvent or enter into any composition with their creditors or suffer any distress or execution to be levied on their goods then and in any such case it shall be lawful for the Landlord or any person or persons duly authorised by it in that behalf at any time thereafter to re-enter upon the Premises or any part thereof in the name of the whole and re-possess and enjoy the same as in their former estate and in the event of such re-entry the Landlord shall be entitled to recover the whole of the current year's rent down to the 1<sup>st</sup> day of September next following such re-entry and such re-entry shall be subject and without prejudice to the rights and remedies of the Landlord in respect of any rent in arrear or any breach non-observance or non-performance of any of the Tenants' covenants herein contained

6.3 The provisions of section 4(1) of the Tenancies (Implied Terms) Act 1954 and the First Schedule to such Act shall not apply to this Lease

**IN WITNESS WHEREOF** the parties hereto have executed these presents the day month and year first before written

### **FIRST SCHEDULE**

#### Rights granted

The Landlord grants to the Tenants (in common with the Landlord and all others now or hereinafter having the like right or to whom the like right may be granted and in so far only as the Landlord is entitled to grant the same)

1. the right to the free passage and running (subject to temporary interruption for repair alteration or replacement) of water sewage gas electricity telephone and other services or supplies to and from the Premises in and through the Pipes that now serve the Premises presently laid in on over or under the Adjoining Property
2. the right with or without vehicles to pass and repass at all times and for all purposes over and along the roads serving the Premises in order to access the Premises
3. the right subject to the prior written approval of the Landlord to use the area hatched Pink on Plan 2 hereto annexed ("the Additional Area") for ad hoc events of the Tenants PROVIDED that the Tenants will throughout the Term maintain the Additional Area and keep the grass thereon trimmed and tidy and free of weeds and keep the Additional Area itself clean

### **SECOND SCHEDULE**

#### Rights reserved

There are excepted and reserved from the demise in favour of the Landlord and all others now entitled or who may become entitled:-

1. The right to free and uninterrupted passage and running of water sewage gas electricity telephone and other services and supplies from and to the Adjoining Property and Other Buildings and any part or parts thereof in and through the Pipes which now are or may be during the Term in on under or over the Premises
2. The right to maintain in on under or over the Premises at any time during the Term any Pipes for the provision of services or supplies to the Adjoining Property or Other Buildings or any part or parts thereof
3. The right at any time during the Term at reasonable times and on reasonable notice (save in cases of emergency) to enter the Premises
  - 3.1 to carry out work of any kind to the Adjoining Property or Other Buildings or any part thereof which cannot otherwise be conveniently carried out
  - 3.2 to carry out work to do anything whatever comprised in the Landlord's obligations under this Lease

3.3 for the Landlord to take schedules and inventories of fixtures and other items to be yielded up at the determination of the Term

3.4 to inspect the condition and state of repair of the Premises

3.5 to exercise any of the rights granted to the Landlord by this Lease

PROVIDED ALWAYS that the Landlord shall in the exercise of such right cause as little disturbance as possible to the business of the Tenant carried on at the Premises and shall forthwith make good any damage caused to the premises thereby

4. Full right and liberty at any time after the date of this Lease if required:

4.1 to alter raise the height of or rebuild any of the Other Buildings

4.2 to erect any new building of any height on the Adjoining Property or any part thereof PROVIDED ALWAYS that in the exercise of such right the Landlord does not materially interfere with the amenity of or the access to the Premises or the passage of light or air to the Premises

5. The rights of light air support protection and shelter and all other easements and rights now or after the date of this Lease belonging to or enjoyed by the Adjoining Property and Other Buildings or any part or parts thereof

**EXECUTED** as a Deed by the Landlord  
under the hand of the Minister or a  
person duly authorised by the Minister  
for Environment Food and Agriculture  
in the presence of:-

: .....

Witness: ..... : *Print name:*

Full Name: ..... : *Position:*

Address: ..... :

..... :

Position: ..... :

**EXECUTED** as a Deed on behalf of  
the Tenant acting by:-

: .....

Director

: *Print name:*

:

: .....

Director/Company Secretary

: *Print name:*

DATED

2024

**DEPARTMENT OF ENVIRONMENT FOOD AND AGRICULTURE**

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of Dhoon Kiosk  
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**Isle of Man**  
**Government**

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Attorney General's Chambers  
Douglas