

REVERSE PREMIUM AGREEMENT FOR THE CHARITY LETTING AT

177-187 Terminus Road, Eastbourne, East Sussex BN21 3NX

Date: 29 - APRIL - 2025

1 This agreement is made between:

1.1 **LEOPOLD NOE AND SUSAN DEBRA NOE AS TRUSTEES OF THE RACHEL CHARITABLE TRUST** of 2nd Floor, The Hide, 3 Kingly Court, London W1B 5PW ("**Landlord**")

1.2 **LIVING LIFE (EASTBOURNE)** (Charity registration number 1113145) (Company registration number 05571271) whose registered offices are at 1 Hodcombe Close, Eastbourne BN23 8JA ("**Tenant**")

1.3 **AVIRE UK COMMERCIAL LTD** (Company registration number 12465628) whose registered offices are at The Exclusive Building, Thorpe Drive, Thorpe Way, Banbury, Oxon OX16 4UZ ("**Avire**")

2 DEFINITIONS

2.1 "**Billing Authority**" means Eastbourne Borough Council or such other billing authority responsible for collecting business rates in relation to the Premises

2.2 "**Break Date**" means date falling 56 days after the date on which the Landlord exercised the Lease Break Clause

2.3 "**Lease**" means the lease of the Premises dated 29 - APRIL - 2025 made between the Landlord and the Tenant;

2.4 "**Lease Break Clause**" means Clause 9 of the Lease;

2.5 "**Premises**" means all that land and building known as **177-187 Terminus Road, Eastbourne, East Sussex BN21 3NX**

2.6 "**Reverse Premium**" means the sums payable in accordance with clause 5;

2.7 "**Term**" means the contractual term of the Lease

- 2.8 **“Term Commencement Date”** means the date on which the term of the Lease commenced, being **4th July 2024**
- 2.9 **“Trustees”** means the persons named as the Tenant in the Parties’ clause to this Agreement and any other trustees of The Rachel Charitable Trust from time to time
- 3 Living Life (Eastbourne) and Avire will complete the mandatory and discretionary business rate relief applications for the letting.
- 4 This Agreement is made between the Landlord the Tenant and Avire and relates to the Lease of the Premises entered into between the Landlord and the Tenant
- 5 The Landlord and the Tenant acknowledge and agree that where the Tenant is invoiced by the Billing Authority for business rates payable during the Term in relation to the Premises, the Landlord shall pay an amount equivalent to the amount demanded, in accordance with clause 8, within 7 days of receipt by the Landlord of a copy of the business rates demand, provided that the Landlord shall not be responsible for the amount of business rates payable beyond the end of the Term.
- 6 VAT is not payable on reverse premium payments.
- 7 If the Landlord or Tenant exercises the Lease Break Clause any sums payable under clause 5 shall be reduced to the amount of the business rates charged by the local authority to the Tenant for the period from the Lease Commencement Date until the Break Date, and the Tenant shall repay to the Landlord any part of the monies which relates to the period after the Break Date as soon as practicable following exercise of the Lease Break Clause by the Landlord.
- 8 Payment of the Reverse Premium is to be made to Avire UK Commercial Ltd Client Business Rates Account: NatWest Banbury Branch, 1 Town Hall Buildings, Bridge Street, Banbury, Oxon OX16 5JS. Sort Code: 60-01-35, Account No: 61193003.
- 9 Following receipt, Avire will use the Reverse Premium to pay business rates due in relation to the Premises to the Billing Authority on behalf of the Tenant. If the funds paid by the Landlord exceed the actual business rates demanded by the Billing Authority any surplus funds shall remain the property of the Landlord, and Avire will repay these to the Landlord immediately following completion of the business rates payment.

- 10 At any time during the term of the Lease, if the Landlord wishes to dispose of its interest in the Premises, the Landlord may serve written notice (a “**Notice**”) on Avire and the Tenant requiring Avire and the Tenant to enter into a replacement of this Agreement to be entered into with the purchaser on the same terms (a “**Replacement Agreement**”), by the date no later than two weeks following the service of the Notice. If the purchaser does not want to complete a Replacement Agreement on completion of the sale of the Premises, the Landlord will serve a break notice to terminate the Lease, and the parties will continue to be bound by the terms of this Agreement until the Lease is terminated. If a Replacement Agreement is entered into by the purchaser, the Landlord shall be released from the obligations on its part contained in this Agreement.
- 11 The Landlord, the Tenant and Avire confirm that their professional advisors and anyone in their control having knowledge of the circumstances surrounding this Agreement and the Lease have kept and agree to continue to keep the existence of this Agreement confidential save for any disclosure required by law or statute save that for the avoidance of doubt the parties acknowledge that the Landlord may disclose this scheme and/or the Agreement to: (i) its legal advisers; (ii) any party holding a superior interest in the Property; (iii) any prospective purchaser of the Premises (iv) any prospective charge of the Premises and/or (v) any legal adviser to any of the parties referred to in (i) to (iv) inclusive.
- 12 Notwithstanding any other provisions of this Agreement, for the avoidance of doubt it is agreed that:
 - 12.1 Leopold Noe, Susan Debra Noe, Steven Noe and each Trustee of the Trust has entered into this Agreement solely in their capacity as trustee of the Trust and are trustees without any beneficial interest in the Premises;
 - 12.2 the aggregate of all liabilities of each Trustee and any successor Trustees under or relating to this Agreement or the obligations entered into by them in this Agreement or any connected non-contractual claims shall at all times and for all purposes extend only to and be limited to the assets of the Trust for the time being vested in the Trustees (Trust Assets) and not further or otherwise;
 - 12.3 in no circumstances shall any liability attach to or be enforced or enforceable against the personal assets, estates or effects of any of the Trustees or any successor Trustees or their respective personal representatives, estates or effects; and

12.4 all representations, warranties, undertakings, obligations and covenants in or relating to this Agreement or given or made prior to this Agreement are made, given, owed or agreed in the capacity of each Trustee as trustees of the Trust and for the avoidance of doubt shall not be construed to be made, given, owed or agreed by or in relation to them or any of them in their capacity as trustee of any other trust

SIGNED by **Leo Noe** as
Trustee on behalf of the Landlord
Signing as Trustee
Date 9/4/2025

DocuSigned by:
Leo Noe
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12.4 all representations, warranties, undertakings, obligations and covenants in or relating to this Agreement or given or made prior to this Agreement are made, given, owed or agreed in the capacity of each Trustee as trustees of the Trust and for the avoidance of doubt shall not be construed to be made, given, owed or agreed by or in relation to them or any of them in their capacity as trustee of any other trust

SIGNED by _____ as

Trustee on behalf of the Landlord

Signing as Trustee

Date _____

SIGNED on behalf of the Tenant

LIVING LIFE (EASTBOURNE)

Director/Secretary/Suitably Authorised Person

Date 17/4/25



SIGNED on behalf of the Avire

AVIRE UK COMMERCIAL LTD

Director/Secretary/Suitably Authorised Person

Date _____

