

DATED

201~~6~~5

BETWEEN

- (1) KIRKBYMOORSIDE TOWN COUNCIL
- (2) DEREK HUTCHINSON and JOHN GOODYEAR being the trustees of KIRKBYMOORSIDE SQUASH CLUB

**LEASE OF KIRKBYMOORSIDE SQUASH CLUB PREMISES, KIRKBYMOORSIDE SPORTSFIELD
NEW ROAD KIRKBYMOORSIDE YORK YO62 6DY**

Wellers Hedleys Solicitors
6 Bishopsmead Parade
East Horsley
Surrey
KT24 6SR
IRD/27865-1
www.hedleys-solicitors.co.uk
~~V1-27.2.15~~v2 5.7.16

~~27865-1 lease to squash club v2 5.7.16~~~~27865-1 lease to squash club v2 5.7.16.doc~~01257021.doc.27865-1
lease to Kirkbymoorside Squash Club v1 27.2.15v2 5.7.16.doc 1

THE PRESCRIBED CLAUSES

LR1. Date of lease

LR2. Title number(s)

LR2.1 Landlord's title number(s) NYK416864

Other title numbers

LR3. Parties to this lease

Landlord

KIRKBYMOORSIDE TOWN COUNCIL of The Shambles Crown Square Kirkbymoorside York YO62 6AY

Tenant

DEREK HUTCHINSON and JOHN GOODYEAR being THE TRUSTEES of KIRKBYMOORSIDE SQUASH CLUB

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 Premises as specified in clause 1.28.

LR5. Prescribed statements etc

The Premises are held by the Landlord under s 124 of the Local Government Act 1972 and is empowered to grant this Lease pursuant to s 127 of that Act.

LR6. Term for which the Property is leased

The term as specified in this Lease at clause ~~1.40~~1.38 ('The 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 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**
See Schedule 1
- LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property**
See Schedule 2.
- LR12. Estate rentcharge burdening the Property**
None
- LR13. Application for standard form of restriction**
None
- LR14. Declaration of trust where there is more than one person comprising the Tenant**
The Tenant is more than one person. They are to hold the Property on trust for Kirkbymoorside Squash Club
THIS LEASE is made between the parties referred to in clause LR3 and the provisions that follow have effect subject to the provisions contained, and terms used, in clauses LR1 to LR14

HM LAND REGISTRY

LAND REGISTRATION ACT 2002

LEASE OF PART

Administrative area	North Yorkshire - Ryedale
Landlord's Title number	NYK416864
Title number	
Property	KIRKBYMOORSIDE SQUASH CLUB, KIRK- BYMOORSIDE SPORTSFIELD NEW ROAD KIRKBYMOORSIDE YORK YO62 6DY
Date	

THIS LEASE is made the day of 201~~6~~⁵
BETWEEN:

(1) Landlord

KIRKBYMOORSIDE TOWN COUNCIL of The Shambles Crown Square Kirkbymoorside York YO62 6AY ('the Landlord')

(2) Tenant

DEREK HUTCHINSON of 3 West Pasture Kirkbymoorside North Yorkshire YO62 6BR and JOHN GOODYEAR of Squirrels Lea Castlegate Kirkbymoorside North Yorkshire YO62 6BW being THE TRUSTEES OF KIRKBYMOORSIDE SQUASH CLUB ('the Tenant')

NOW THIS DEED WITNESSES as follows:

1 DEFINITIONS AND INTERPRETATION

For all purposes of this Lease the terms defined in this clause have the meanings specified.

- 1.1 'The Accessway' means the road shown coloured brown on the Plan.
- 1.2 'The Adjoining Conduits' means the pipes, sewers, drains, mains, ducts, conduits, gutters, watercourses, wires, cables, channels, and all other conducting media--including any covers and other ancillary apparatus--in, over or under any adjoining property of the Landlord that serve the Premises.
- 1.3 References to 'adjoining property of the Landlord' are references to each and every part of the land neighbouring or adjoining the Premises in which the Landlord has an interest or estate comprising the balance of the land in title no NYK416864 or in which during the Term the Landlord or acquires an interest or estate.
- 1.4 'The Car Park' means the car park edged yellow on The Plan
- 1.5 'The Club Premises' means the building on the Premises.
- 1.6 'The Conduits' means the pipes, sewers, drains, mains, ducts, conduits, gutters, watercourses, wires, cables, channels, and all other conducting media--including any fixings, covers and any other ancillary apparatus--that are in on over or under the Premises.
- 1.7 'The Contractual Term' means ~~25-30~~ years commencing on and including ~~1~~ April 2014~~1~~.
- 1.8 References to 'development' are references to development as defined by the Town and Country Planning Act 1990 Section 55.
- 1.9 Words importing one gender include all other genders; words importing the singular include the plural and vice versa; words importing persons include a corporate body and a partnership and vice versa.
- 1.10 The clause, paragraph and schedule headings do not form part of this document and are not to be taken into account in its construction or interpretation.
- 1.11 'The Insured Risks' means the risks of loss or damage by fire, storm, tempest, earthquake, lightning, explosion, riot, civil commotion, malicious damage, terrorism,

impact by vehicles and by aircraft and articles dropped from aircraft--other than war risks--flood damage and bursting and overflowing of water pipes and tanks, and such other risks, whether or not in the nature of the foregoing, as the Tenant from time to time decides to insure against.

1.12 References to 'interest' are references to interest payable during the period from the date on which the payment is due to the date of payment, both before and after any judgment, at the Interest Rate then prevailing or, should the base rate referred to in clause 1.13 cease to exist, at another rate of interest closely comparable with the Interest Rate

1.13 'The Interest Rate' means the rate of 4% per year above the Bank of England Base Rate.

1.14 References to 'consent of the Landlord' or words to similar effect are references to a prior written consent signed by or on behalf of the Landlord and references to the need for anything to be 'approved by the Landlord' or words to similar effect are references to the need for a prior written approval by or on behalf of the Landlord.

1.15 Any provisions in this Lease referring to the consent or approval of the Landlord are to be construed as also requiring the consent or approval of any mortgagee of the Premises and any head landlord where that consent is required. Nothing in this Lease is to be construed as imposing any obligation on a mortgagee or head landlord not to refuse any such consent or approval unreasonably.

1.16 The expression 'the Landlord' includes the person or persons from time to time entitled to possession of the Premises when this Lease comes to an end.

1.17 References to 'the last year of the Term' are references to the actual last year of the Term howsoever it determines, and references to 'the end of the Term' are references to the end of the Term whensoever and howsoever it determines.

1.18 Unless expressly stated to the contrary, the expression 'this Lease' includes any document supplemental to or collateral with this document or entered into in accordance with this document.

- 1.19 Where any party to this Lease for the time being comprises two or more persons, obligations expressed or implied to be made by or with that party are deemed to be made by or with the persons comprising that party jointly and severally.
- 1.20 References to 'losses' are references to liabilities, damages or losses, awards of damages or compensation, penalties, costs, disbursements or expenses arising from any claim, demand, action or proceedings.
- 1.21 'The 1954 Act' means the Landlord and Tenant Act 1954 and all statutes, regulations and orders included by virtue of clause 1.31.
- 1.22 'The 1995 Act' means the Landlord and Tenant (Covenants) Act 1995 and all statutes, regulations and orders included by virtue of clause 1.31.
- 1.23 'The Operational Covenants' mean those covenants set out in schedule 3
- 1.24 References to 'other buildings' are references to any buildings now or at any time during the Term erected on any adjoining property of the Landlord.
- 1.25 'The Permitted Use' means use ~~as a squash club~~ for recreational facilities within the meaning of section 19(1)(a), (b) and (d) of the Local Government (Miscellaneous Provisions) Act 1976.
- 1.26 'The Plan' means The Plan annexed to this Lease.
- 1.27 'The Planning Acts' means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning and Compensation Act 1991, the Planning and Compulsory Purchase Act 2004, the Planning Act 2008 and all statutes, regulations and orders included by virtue of clause 1.31.
- 1.28 'The Premises' means the land shown for the purpose of identification only edged blue on The Plan. The expression 'the Premises' includes:
- 1.28.1 all buildings, erections, structures, fixtures, fittings and appurtenances on the Premises from time to time including,
- 1.28.2 additions, alterations and improvements carried out during the Term,
- 1.28.3 the Conduits exclusively serving the Premises,

- 1.28.4 but excludes any fixtures installed by the Tenant or any predecessors in title that can be removed from the Premises without defacing the Premises. Unless the contrary is expressly stated 'the Premises' includes any part or parts of the Premises
- 1.28.5 and the interior of the Premises means the interior surfaces of the walls and ceilings, the surfaces of the doors and floors, and window glass.
- 1.29 Any reference in this document to an appendix, a clause, subclause, paragraph, subparagraph or schedule without further designation is to be construed as a reference to the appendix, clause, subclause, paragraph, subparagraph or schedule of this document so numbered.
- 1.30 References to any right of the Landlord to have access to the Premises are to be construed as extending to all persons authorised in writing by the Landlord including agents, professional advisers, contractors, workmen and others.
- 1.31 Unless expressly stated to the contrary any reference to a specific statute includes any statutory extension or modification, amendment or re-enactment of that statute and any regulations or orders made under it, and any general reference to a statute includes any regulations or orders made under that statute.
- 1.32 'The Rent' means a peppercorn per year ~~as may be reviewed in accordance with the Rent Review provisions in Schedule 4 to this Lease.~~
- 1.33 'The Rent Commencement Date' means 1 April 2014.
- ~~1.34 'Review Date' means the third anniversary of Rent Commencement Date.~~
- ~~1.35 'Schedule of Condition' means the schedule evidencing the condition of the Premises obtaining at the Rent Commencement Date appended to this Lease at Schedule 5.~~
- ~~1.36~~ 1.34 'The Service Charge' means the service charge calculated in accordance with the ~~Schedule 6~~ Schedule 4.
- ~~1.37~~ 1.35 'The Sports Field' means Kirkbymoorside Sports Field edged red on the Plan of which the Premises form part.
- ~~1.38~~ 1.36 'The Tenant' includes any person who is for the time being bound by the tenant covenants of this Lease except where the name of the original tenant appears.

~~1.39~~1.37 Any covenant by the Tenant not to do anything includes an obligation not to permit or suffer that thing to be done by another person.

~~1.40~~1.38 'The Term' means the Contractual Term and any period of holding-over or extension or continuance of the Contractual Term whether by statute or common law.

~~1.41~~1.39 '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.

~~1.42~~1.40 Where the expressions 'landlord covenants', 'tenant covenants' are used in this Lease they are to have the same meaning as is given by the 1995 Act Section 28(1).

~~1.43~~1.41 References to a 'working day' are references to a day when the United Kingdom clearing banks are open for business in the City of London.

~~1.44~~1.42 References to a 'year' means the year 1 April to 31 March.

2 DEMISE

2.1 The Landlord pursuant to section 127 of the Local Government Act 1972 lets the Premises to the Tenant with full title guarantee together with the rights specified in Schedule 1, but excepting and reserving to the Landlord the rights specified in Schedule 2 to hold the Premises to the Tenant for the Term, subject to all rights, easements, privileges, restrictions, covenants and stipulations of whatever nature affecting the Premises, yielding and paying to the Landlord the Rent by equal monthly instalments in advance on the first day of each month without any deduction or set-off and upon demand the Service Charge.

3 THE TENANT'S COVENANTS

The Tenant covenants with the Landlord to observe and perform the requirements of this clause 3.

3.1 Rent and Service Charge

3.1.1 The Tenant must pay the Rents on the days and in the manner set out in this Lease and must not exercise or seek to exercise any right or claim to withhold rent or any right or claim to legal or equitable set-off.

3.1.2 The Tenant must pay the Service Charge upon demand and must not exercise or seek to exercise any right or claim to withhold the Service Charge or any right or claim to legal or equitable set-off.

3.1.3 If so required in writing by the Landlord, the Tenant must pay the rents and Service Charge by banker's order or credit transfer to any bank and account in the United Kingdom that the Landlord nominates from time to time.

3.2 Outgoings and VAT

3.2.1 The Tenant must pay, and must indemnify the Landlord against:

3.2.1.1 all rates, taxes, assessments, duties, charges, impositions and outgoings that are now or may at any time during the Term be charged, assessed or imposed upon the Premises or upon the owner or occupier of them provided that if the Landlord suffers any loss of rating relief that may be applicable to empty premises after the end of the Term because the relief has been allowed to the Tenant in respect of any period before the end of the Term then the Tenant must make good such loss to the Landlord,

3.2.1.2 all VAT that may from time to time be charged on the Rents or other sums payable by the Tenant under this Lease, and

3.2.1.3 all VAT incurred in relation to any costs that the Tenant is obliged to pay or in respect of which he is required to indemnify the Landlord under the terms of this Lease, save where such VAT is recoverable or available for set-off by the Landlord as input tax.

3.3 Cost of services consumed

3.3.1 The Tenant must pay to the service suppliers, and indemnify the Landlord against, all charges for electricity, water, gas, telecommunications and other services consumed or used at or in relation to the Premises, including meter rents and standing charges, and must comply with the lawful requirements and regulations of the respective suppliers.

3.4 Repair, cleaning etc.

3.4.1 Repair of the Premises

The Tenant must repair the Premises and keep them in repair, except for damage caused by one or more of the Insured Risks. ~~The Tenant's obligation shall be to yield up the Premises at the end of this Lease whenever and however this occurs in no worse condition than that shown in the Schedule of Condition.~~

Formatted: Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0 cm + Tab after: 1.27 cm + Indent at: 1.27 cm

3.4.33.4.2 Replacement of landlord's fixtures

Formatted: ClauseLevel2Continued, Left

The Tenant must replace any landlord's fixtures and fittings in the Premises that are beyond repair at any time during or at the end of the Term.

3.4.43.4.3 Cleaning and tidying

The Tenant must keep the Premises clean and tidy and clear of all rubbish.

3.4.53.4.4 Care of adjoining property and abutting land

~~3.4.5-13.4.4.1~~ The Tenant must not cause any adjoining property of the Landlord or any other land, roads or paths abutting the Premises to be untidy or dirty and in particular, but without prejudice to the generality of the foregoing, must not deposit refuse or other materials on them.

3.4.63.4.5 Shared facilities

~~3.4.6-13.4.5.1~~ Where the use of any pipes, sewers, drains, mains, ducts, conduits, gutters, watercourses, wires, cables, channels, flues, conducting media, boundary structures or other things is common to the Premises and any adjoining or neighbouring premises, including any adjoining property of the Landlord, the Tenant must be responsible for, and indemnify the Landlord against, all sums due from the owner, tenant or occupier of the Premises in relation to those pipes, sewers, drains, mains, ducts, conduits, gutters, watercourses, wires, cables, channels, flues, conducting media, boundary structures or other things, and must undertake all work in relation to them that is his responsibility.

3.5 Waste and alterations

3.5.1 Waste, additions and alterations

The Tenant must not commit any waste, make any addition to the Premises, unite the Premises with any adjoining premises, or make any alteration to the Premises save as permitted by the provisions of this clause 3.5.

3.5.2 Pre-conditions for alterations

The Tenant must not make any alterations to the Premises unless it first:

- 3.5.2.1 obtains and complies with the necessary consents of the competent authorities and pays their charges for them,
- 3.5.2.2 makes an application to the Landlord for consent, supported by drawings and where appropriate a specification in duplicate prepared by an architect, or a member of some other appropriate profession, who must supervise the work throughout to completion,
- 3.5.2.3 pays the fees of the Landlord, and its respective professional advisers,
- 3.5.2.4 enters into any covenants the Landlord requires as to the execution and reinstatement of the alterations, and
- 3.5.2.5 obtains the consent of the Landlord.
- 3.5.2.6 In the case of any works of a substantial nature, (if the Landlord so requires) the Tenant provides, before starting the works, adequate security in the form of a deposit of money or the provision of a bond, as assurance to the Landlord that any works he permits from time to time will be fully completed.

3.5.3 Alterations

The Tenant must not:

- 3.5.3.1 cut down or injure any trees, plants, bushes or hedges or remove from the Premises any soil, clay, sand or other materials or make any excavations;
- 3.5.3.2 construct any additional building or structure on the Premises without the consent of the Landlord.

3.5.4 Connection to the Conduits

The Tenant must not make any connection with the Conduits except in accordance with plans and specifications approved by the Landlord, whose approval may not be unreasonably withheld or delayed, and subject to consent to make the connection having previously been obtained from the competent authority, undertaker or supplier.

3.6 Aerials, signs and advertisements

3.6.1 Masts and wires

The Tenant must not erect any pole or mast or install any cable or wire on the Premises, whether in connection with telecommunications or otherwise without the consent of the Landlord.

3.6.2 Advertisements

Subject to the rights specified in Schedule 2 the Tenant must not, without the consent of the Landlord, fix to or exhibit on the outside or display anywhere on the Premises, any placard, sign, notice, fascia board or advertisement and must obtain consent under the Town and Country Planning (Control of Advertisements) Regulations 2007.

3.7 Statutory obligations

3.7.1 General provision

The Tenant must comply in all respects with the requirements of any statutes, and any other obligations so applicable imposed by law or by any byelaws, applicable to the Premises or the use to which the Premises are being put.

3.7.2 Particular obligations

3.7.2.1 Works required by statute, department or authority: Without prejudice to the generality of clause 3.7.1, the Tenant must execute all works and provide and maintain all arrangements on or in respect of the Premises or the use to which they are being put that are required, in order to comply with the requirements of any statute already or in the future to be passed, or the requirements of any government department, local authority or other public or competent authority or court of competent jurisdiction, regardless of whether the requirements are imposed on the owner, the occupier, or any other person.

3.7.2.2 **Acts causing losses:** Without prejudice to the generality of clause 3.7.1, the Tenant must not do anything in or near the Premises by reason of which the Landlord may incur any losses under any statute.

3.7.2.3 **Construction (Design and Management) Regulations:** Without prejudice to the generality of clause 3.7.1, the Tenant must comply with the provisions of the Con-

struction (Design and Management) Regulations ~~2007-2015~~ ('the CDM Regulations'), be the only client, as defined in the provisions of the CDM Regulations, fulfil, in relation to all and any works, all the obligations of the client as set out in or reasonably to be inferred from the CDM Regulations, and make a declaration to that effect to the Health and Safety Executive in accordance with the Approved Code of Practice published from time to time by the Health and Safety Executive in relation to the CDM Regulations. The provisions of this clause 3.7.2.3 are to have effect in any circumstances to which these obligations apply.

3.7.2.4 Delivery of health and safety files: At the end of the Term, the Tenant must forthwith deliver to the Landlord any and all health and safety files relating to the premises required to be maintained under the CDM Regulations.

3.8 Entry to inspect and notice to repair

3.8.1 Entry and notice

The Tenant must permit the Landlord on reasonable notice during normal business hours except in emergency:

3.8.1.1 to enter the Premises to ascertain whether or not the covenants and conditions of this Lease have been observed and performed,

3.8.1.2 to view the state of repair and condition of the Premises, and to open up any parts of the Premises where that is necessary in order to do so, and

3.8.1.3 to give to the Tenant, or notwithstanding clause 7.7 leave on the Premises, a notice ('a Notice to Repair') specifying the works required to remedy any breach of the Tenant's obligations in this Lease,

3.8.1.4 provided that any opening-up must be made good by and at the cost of the Landlord if it reveals no breach of the terms of this Lease.

3.8.2 Works to be carried out

The Tenant must carry out the works specified in a Notice to Repair ~~immediately~~ soon as reasonably practicable, including making good any opening up that revealed a breach of the terms of this Lease.

3.8.3 Landlord's power in default

If within one month of the service of a Notice to Repair the Tenant has not started to execute the work referred to in that notice, or is not proceeding diligently with it, or if the Tenant fails to finish the work within three months, or if in the Landlord's reasonable opinion the Tenant is unlikely to finish the work within that period, the Tenant must permit the Landlord to enter the Premises to execute the outstanding work, and must within 30 days of a written demand pay to the Landlord the cost of so doing and all expenses incurred by the Landlord, including legal costs and surveyor's fees.

3.9 Alienation

3.9.1 Alienation prohibited

3.9.1.1 The Tenant must not part with possession of the Premises or any part of them or permit another to occupy them or any part of them but this provision shall not prevent the vesting of the Premises in replacement trustees.

3.9.2 Charging of the whole or part

The Tenant must not charge the whole or any part of the Premises.

3.10 Nuisance and residential restrictions

3.10.1 Nuisance

The Tenant must not do anything on the Premises, or allow anything to remain on them, that may be or become a nuisance, or cause annoyance, disturbance, inconvenience, injury or damage to the Landlord or its tenants or the owners or occupiers of any adjoining property of the Landlord or any other adjacent or neighbouring premises.

3.10.2 Auctions, trades and immoral purposes

The Tenant must not use the Premises for any auction sale, any dangerous, noxious, noisy or offensive trade, business, manufacture or occupation, or for any illegal or immoral act or purpose.

3.10.3 Residential use, sleeping and animals

The Tenant must not use the Premises as sleeping accommodation or for residential purposes, or keep any animal on them.

3.11 Costs of the Lease, applications, notices and recovery of arrears

The Tenant must pay to the Landlord on an indemnity basis all costs, fees, charges, disbursements and expenses--including without prejudice to the generality of the above those payable to counsel, solicitors, surveyors and bailiffs properly and reasonably incurred by the Landlord in relation to or incidental to:

- 3.11.1 every application made by the Tenant for a consent or licence required by the provisions of this Lease, whether it is granted, refused or offered subject to any lawful qualification or condition, or the application is withdrawn, unless the refusal, qualification or condition is unlawful whether because it is unreasonable or otherwise
- 3.11.2 the contemplation, preparation and service of a notice under the Law of Property Act 1925 Section 146, or by reason or in contemplation of proceedings under Sections 146 or 147 of that Act, even if forfeiture is avoided otherwise than by relief granted by the court
- 3.11.3 the recovery or attempted recovery of arrears of rent or other sums due under this Lease, and
- 3.11.4 any other steps taken in contemplation of or in direct connection with the enforcement of the obligations on the part of the Tenant under this Lease whether during or after the end of the Term including the preparation, service and negotiation of schedules of dilapidations.

3.12 Planning and development

3.12.1 Compliance with the Planning Acts

The Tenant must observe and comply with the provisions and requirements of the Planning Acts affecting the Premises and their use and must indemnify the Landlord, and keep him indemnified, both during the Term and following the end of it, against all Losses in respect of any contravention of those Acts.

3.12.2 Consent for application

The Tenant must not make any application for planning permission without the consent of the Landlord.

3.12.3 Permissions and notices

The Tenant must obtain any planning permissions and serve any notices that may be required to carry out any development on or at the Premises.

3.12.4 Charges and levies

Subject only to any statutory direction to the contrary, the Tenant must pay and satisfy any charge or levy that may subsequently be imposed under the Planning Acts in respect of the carrying out or maintenance of any development on or at the Premises.

3.12.5 Pre-conditions for development

3.12.5.1 Notwithstanding any consent that may be granted by the Landlord under this Lease, the Tenant must not carry out any development on or at the Premises until all necessary notices under the Planning Acts have been served and copies produced to the Landlord, all necessary permissions under the Planning Acts have been obtained and produced to the Landlord, and the Landlord has confirmed that every necessary planning permission is acceptable to it. The Landlord may refuse to accept a planning permission on the grounds that any condition contained in it or anything omitted from it or the period referred to in it would be, or be likely to be, prejudicial to the Landlord or to its reversionary interest in the Premises or any adjoining property of its whether during the Term or following the end of it.

3.12.6 Completion of development

3.12.6.1 Where a condition of any planning permission granted for development begun before the end of the Term requires works to be carried out to the Premises by a date after the end of the Term, the Tenant must, unless the Landlord directs otherwise, finish those works before the end of the Term.

3.12.7 Security for compliance with conditions

3.12.7.1 In any case where a planning permission is granted subject to conditions, and if the Landlord reasonably so requires, the Tenant must provide security, acceptable to the Landlord acting reasonably, for his compliance with the conditions

and must not implement the planning permission until that security has been provided.

3.13 Plans, documents and information

3.13.1 If so requested, the Tenant must produce to the Landlord any plans, documents and other evidence the Landlord reasonably requires in order to satisfy himself that the provisions of this Lease have been complied with.

3.14 Indemnities

3.14.1 The Tenant must keep the Landlord fully indemnified against all losses arising directly or indirectly out of any act, omission or negligence of the Tenant or any persons at the Premises expressly ~~or impliedly~~ with his-its authority ~~[and under his control]~~, or any breach or non-observance by the Tenant of the covenants, conditions or other provisions of this Lease or any of the matters to which this demise is subject.

3.15 Obstruction and encroachment

3.15.1 The Tenant must take all reasonable steps to prevent the construction of any new path, passage, pipe or the making of any encroachment or the acquisition of any easement in relation to the Premises and must notify the Landlord immediately if any such encroachment is made or easement acquired, or any attempt is made to encroach or acquire an easement. At the request of the Landlord the Tenant must adopt such means as are reasonably required to prevent the making of any encroachment or the acquisition of any easement.

3.16 Yielding up

3.16.1 At the end of the Term the Tenant must yield up the Premises with vacant possession, repaired in accordance with and in the condition required by the provisions of this Lease, give up all keys of the Premises to the Landlord, remove tenant's fixtures and fittings if requested to do so by the Landlord, and remove all signs erected by the Tenant or any of its predecessors in title in, upon or near the Premises, immediately making good any damage caused by their removal.

3.17 Interest on arrears

3.17.1 The Tenant must pay interest on the Rent or other sums due under this Lease that are not paid within 30 days of the date due whether formally demanded or not. The interest is to be recoverable as rent. Nothing in this clause entitles the Tenant to withhold or delay any payment of the Rent or any other sum due under this Lease or affects the rights of the Landlord in relation to any non-payment.

3.18 Statutory notices

3.18.1 The Tenant must give full particulars to the Landlord of any notice, direction, order or proposal relating to the Premises made, given or issued to the Tenant by any government department or local, public, regulatory or other authority or court within seven days of receipt, and if so requested by the Landlord must produce it to the Landlord. The Tenant must without delay take all necessary steps to comply with the notice, direction or order. At the request of the Landlord, but at his own cost, the Tenant must make or join with the Landlord in making any objection or representation the Landlord deems expedient against or in respect of any notice, direction, order or proposal.

3.19 Keyholders

3.19.1 The Tenant must ensure that at all times the Landlord has written notice of the name, home address and home and mobile telephone numbers of at least two keyholders of the Premises.

3.20 Defective premises

3.20.1 The Tenant must give notice to the Landlord of any defect in the Premises that might give rise to an obligation on the Landlord to do or refrain from doing anything in order to comply with the provisions of this Lease or the duty of care imposed on the Landlord, whether pursuant to the Defective Premises Act 1972 or otherwise, and must at all times display and maintain any notices the Landlord may from time to time reasonably require him to display at the Premises.

3.21 Exercise of the Landlord's rights

3.21.1 The Tenant must permit the Landlord to exercise any of the rights granted to it by virtue of the provisions of this Lease at all times during the Term without interruption or interference.

3.22 Compliance with the Operational Covenants

3.22.1 The Tenant must comply with the Operational Covenants.

4 THE LANDLORD'S COVENANTS

The Landlord covenants with the Tenant to observe and perform the requirements of this clause 4.

4.1 Quiet enjoyment

4.1.1 The Landlord must permit the Tenant 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 it

4.2 Repairs

4.2.1 The Landlord must repair the Accessway and the Car Park and maintain them and keep them reasonably clean.

4.2.2 The Landlord must repair the Adjoining Conduits, maintain them and where necessary replace them.

5 INSURANCE

5.1 Covenant to insure

5.1.1 The Tenant covenants with the Landlord to insure the Premises and keep them insured in accordance with the provisions of clause 5.2 and clause 5.3 of this Lease unless the insurance is vitiated by any act of the Landlord or by anyone at the Premises expressly or by implication with the Landlord's authority and under its control.

5.2 Details of the insurance

5.2.1 Office, underwriters and agency

Insurance is to be effected in such substantial and reputable insurance office, or with such underwriters, and through such agency as the Landlord from time to time approves.

5.2.2 Insurance cover

Insurance must be effected for the following amounts:

- 5.2.2.1 the sum that the Tenant is from time to time advised properly and professionally is the full cost of rebuilding and reinstating the Premises, including VAT, architects', surveyors', engineers', solicitors' and all other professional persons' fees, the fees payable on any applications for planning permission or other permits or consents that may be required in relation to rebuilding or reinstating the Premises, the cost of preparation of the site including shoring-up, debris removal, demolition, site clearance and any works that may be required by statute, and incidental expenses, and
- 5.2.2.2 loss of the Rent, taking account of any rent review that may be due, for one year or such longer period as the Tenant from time to time reasonably requires for planning and carrying out the rebuilding or reinstatement.

5.3 Risks insured

- 5.3.1 Insurance must be effected against damage or destruction by any of the Insured Risks to the extent that such insurance may ordinarily be arranged with a substantial and reputable insurer for properties such as the Premises, subject to such excesses, exclusions or limitations as the insurer requires.

5.4 Suspension of the Rent

5.4.1 Events giving rise to suspension

If and whenever the Premises or any part of them are damaged or destroyed by one or more of the Insured Risks so that the Premises or any part of them are unfit for occupation or use, are damaged or destroyed so that the Premises or any part of them are unfit for occupation or use, and payment of the insurance money is not wholly or partly refused because of any act or default of the Landlord or anyone at the Premises expressly or by implication with its authority and under its control, then the provisions of clause 5.4.2 are to have effect.

5.4.2 Suspending the Rent

In the circumstances mentioned in clause 5.4.1 the Rent, or a fair proportion of it according to the nature and the extent of the damage sustained, is to cease to be

payable until the Premises, or the affected part, have been rebuilt or reinstated so as to render the Premises, or the affected part are fit for occupation and use, or until the end of one year from the destruction or damage, whichever period is the shorter.

5.5 Reinstatement and termination

5.5.1 Obligation to obtain permissions

If and whenever the Premises or any part of them are damaged or destroyed by one or more of the Insured Risks or the Adjoining Conduits, the Accessway or the Car Park are damaged or destroyed so that the Premises or any part of them are unfit for occupation or use, and payment of the insurance money is not wholly or partly refused because of any act or default of the Landlord or anyone at the Premises expressly or by implication with its authority and under its control, the Tenant must use best endeavours to obtain the planning permissions and other permits and consents ('permissions') that are required under the Planning Acts or otherwise to enable it to rebuild and reinstate the Premises.

5.5.2 Obligation to reinstate

5.5.2.1 Subject to the provisions of clause 5.5.3, and, if any permissions are required, after they have been obtained, the Tenant must as soon as reasonably practicable apply all money received in respect of the insurance, except sums in respect of loss of the Rent, in rebuilding or reinstating the Premises or as the case may be rebuild or reinstate the Adjoining Conduits, the Accessway or the Car Park (to the extent that the same may have been destroyed or damaged at the same time as the Premises) making up any difference between the cost of rebuilding and reinstating and the money received out of its own money provided that in the event of substantial damage to or destruction of the Premises by an Insured Risk the above provisions shall have effect as if they obliged the Tenant to rebuild and reinstate the Premises in the form in which they were immediately before the occurrence of the destruction or damage but with such modification as

5.5.2.1.1 may be required by any competent authority as a condition of the grant of any of the Permissions,

5.5.2.1.2 the Tenant may make to reflect then current good building practice but so that the Tenant shall in any event provide in the Premises as rebuilt and reinstated or the Adjoining Conduits, the Accessway or the Car Park rebuild or reinstated accommodation no less convenient and fit for the Tenant's occupation than that which existed immediately before the occurrence of the destruction of damage

5.5.3 Relief from the obligation to reinstate

The Tenant need not rebuild or reinstate the Premises, if and for so long as rebuilding or reinstating is prevented because:

5.5.3.1 the Tenant, despite using its best endeavours, cannot obtain any necessary permission,

5.5.3.2 any permission is granted subject to a lawful condition with which it is impossible for or in all the circumstances it is unreasonable to expect the Tenant to comply,

5.5.3.3 there is some defect or deficiency in the site on which the rebuilding or reinstatement is to take place that means it can only be undertaken at a cost that is unreasonable in all the circumstances,

5.5.3.4 the Tenant is unable to obtain access to the site to rebuild or reinstate,

5.5.3.5 the rebuilding or reinstating is prevented by war, act of God, government action, strike or lock-out, or

5.5.3.6 of the occurrence of any other circumstances beyond the Tenant's control.

5.5.4 Notice to terminate

5.5.4.1 If at the end of a period of one year commencing on the date of the damage or destruction the Premises (or the Adjoining Conduits, the Accessway or the Car Park (to the extent that the same may have been destroyed or damaged at the same time as the Premises)) have not been rebuilt or reinstated so that the Premises are fit for the Tenant's occupation and use, either the Landlord or the Tenant may by notice served at any time within three months of the end of that period ('a notice to terminate following failure to reinstate') implement the provisions of clause 5.5.5.

5.5.5 Termination following failure to reinstate

On service of a notice to terminate following failure to reinstate, the Term is to cease absolutely but without prejudice to any rights or remedies that may have accrued and all money received in respect of the insurance effected by the Landlord pursuant to this Lease other than that in respect of loss of the Rent is to be apportioned between and paid to the Landlord and the Tenant proportionately to the market values, as between a willing vendor and a willing purchaser in the market with other willing vendors and purchasers, of their respective interests in the Premises immediately before the date of the damage or destruction. If the Landlord and the Tenant fail to agree on the apportionment within 3 months of the date on which this Lease is determined by a notice to terminate following failure to reinstate, an independent valuer must be appointed, either by agreement between the Landlord and the Tenant or, in default of agreement, by the President for the time being of the Royal Institution of Chartered Surveyors or his deputy or anyone nominated by him to make appointments on his behalf. The independent valuer so appointed is to act as an expert and not as an arbitrator, and must determine the market values referred to in this clause.

5.6 Tenant's further insurance covenants

The Tenant covenants with the Landlord to observe and perform the requirements of this clause 5.6.

5.6.1.1 Third party and public liability

The Tenant must insure against loss of or damage or injury to third parties and their property including members of the public in the sum of at least £10 million in respect of each and any claim.

5.6.1.2 Requirements of insurers

The Tenant must comply with all the requirements and recommendations of the insurers.

5.6.1.3 Policy avoidance and additional premiums

The Tenant must not do or omit anything that could cause any insurance policy on or in relation to the Premises to become wholly or partly void or voidable.

5.6.1.4 Fire safety

The Tenant must comply with the requirements of and the duties imposed by the Regulatory Reform (Fire Safety) Order 2005 ('Fire Safety Regulations') as to fire safety at the Premises. In particular the Tenant must keep the Premises supplied with such fire fighting equipment as is necessary to comply with the Fire Safety Regulations and as the insurers require, maintaining the equipment to their satisfaction

5.6.1.5 Dangerous substances

The Tenant must not store on the Premises or bring onto them any dangerous substances as defined by the Fire Safety Regulations.

5.6.1.6 Fire escapes, equipment

The Tenant must not obstruct the access to any fire equipment or the means of escape from the premises.

5.6.1.7 Notice of events affecting the policy

The Tenant must give immediate notice to the Landlord of any event that might affect any insurance policy on or relating to the Premises.

5.6.1.8 Notice of convictions

The Tenant must give immediate notice to the Landlord of any conviction, judgment or finding of any court or tribunal relating to the Tenant, or any director other officer or major shareholder of the Tenant, of such a nature as to be likely to affect the decision of any insurer or underwriter to grant or to continue any insurance.

5.6.1.9 Copy policy

The Tenant must produce to the Landlord on demand reasonable evidence of the terms of the policy and the fact that the last premium has been paid.

5.6.1.10 Change of risks

The Tenant must notify the Landlord of any material change in the risks covered by the policy from time to time.

6 FORFEITURE

If and whenever during the Term:

- 6.1 the Rents, or any VAT payable on it or them, are outstanding for 30 days after becoming due, whether formally demanded or not, or
- 6.2 the Tenant breaches any covenant or other term of this Lease, or
- 6.3 the Tenant being an individual or individuals becomes subject to a bankruptcy order, or
- 6.4 the Tenant, being a company, enters into liquidation whether compulsory or voluntary, but not if the liquidation is for amalgamation or reconstruction of a solvent company, or enters into administration or has a receiver appointed over all or any part of its assets, or
- 6.5 the Tenant enters into or makes any proposal to enter into any voluntary arrangement pursuant to the Insolvency Act 1986 or any other arrangement or composition for the benefit of its creditors, or
- 6.6 the Tenant has any distress, sequestration or execution levied on its goods,
- 6.7 and, where the Tenant is more than one person, if and whenever any of the events referred to in this clause happens to any one or more of them, the Landlord may at any time re-enter the Premises, or any part of them in the name of the whole notwithstanding the waiver of any previous right of re-entry and thereupon the Term is to cease absolutely but without prejudice to any rights or remedies that may have accrued to the Landlord against the Tenant or to the Tenant against the Landlord in respect of any breach of covenant or other term of this Lease, including the breach in respect of which the re-entry is made.

7 MISCELLANEOUS

7.1 Exclusion of warranty as to use

- 7.1.1 Nothing in this Lease or in any consent granted by the Landlord under this Lease is to imply or warrant that the Premises may lawfully be used under the Planning Acts for the Permitted Use.

7.2 Exclusion of third party rights

- 7.2.1 Nothing in this Lease is intended to confer any benefit on any person who is not a party to it.

7.3 Representations

7.3.1 The Tenant acknowledges that this Lease has not been entered into in reliance wholly or partly on any statement or representation made by or on behalf of the Landlord, except any such statement or representation expressly set out in this Lease or made by the Landlord's solicitors in any written response to enquiries raised by the Tenant's solicitors in connection with the grant of this Lease.

7.4 Documents under hand

7.4.1 While the Landlord is a local authority any licence, consent, approval or notice required to be given by the Landlord is to be sufficiently given if given under the hand of a authorised officer of the Landlord

7.5 Tenant's property

7.5.1 If, after the Tenant has vacated the Premises at the end of the Term any property of it remains in or on the Premises and it fails to remove it within 14 days then s 41 of the Local Government (Miscellaneous Provisions) Act 1982 shall apply.

7.5.2 The Tenant must indemnify the Landlord against any liability incurred by the Landlord to any third party whose property is sold by him pursuant to clause 7.5.1 in the mistaken belief held in good faith (which is to be presumed unless the contrary is proved) that the property belonged to the Tenant.

7.5.3 The Tenant must indemnify the Landlord against:

7.5.3.1 any damage occasioned to the Premises by; and

7.5.3.2 any losses caused by or related to

7.5.3.3 the presence of the property in or on the Premises.

7.6 Compensation on vacating excluded

7.6.1 Any statutory right of the Tenant to claim compensation from the Landlord on vacating the Premises is excluded to the extent that the law allows.

7.7 Notices

7.7.1 Form and service of notices

A notice under this Lease must be in writing and, unless the receiving party or his authorised agent acknowledges receipt, is valid if, and only if:

7.7.1.1 it is given by hand, sent by registered post or recorded delivery, or sent by fax provided that a confirmatory copy is given by hand or sent by registered post or recorded delivery on the same day, and

7.7.1.2 it is served:

7.7.1.2.1 where the receiving party is a company incorporated within Great Britain, at the Registered office,

7.7.1.2.2 where the receiving party is the Tenant and the Tenant is not such a company, at the Premises, and

7.7.1.3 where the receiving party is the Landlord's address shown in this Lease or at any address specified in a notice given by the Landlord to the Tenant.

7.7.2 Deemed delivery

7.7.2.1 Unless it is returned through the Royal Mail undelivered, a notice sent by registered post or recorded delivery is to be treated as served on the third working day after posting whenever, and whether or not, it is received.

7.7.2.2 A notice sent by fax is to be treated as served on the day on which it is sent, or the next working day where the fax is sent after 1600 hours or on a day that is not a working day, whenever and whether or not it or the confirmatory copy is received unless the confirmatory copy is returned through the Royal Mail undelivered.

7.7.3 Joint recipients

7.7.3.1 If the receiving party consists of more than one person, a notice to one of them is notice to all.

7.8 New Tenancy

7.8.1 This Lease creates a new tenancy for the purposes of the 1995 Act Section 1.

8 RIGHTS, EASEMENTS ETC

8.1 The operation of the Law of Property Act 1925 Section 62 shall be excluded from this Lease and the only rights granted to the Tenant are those expressly set out in this Lease and such further ancillary rights that arise under the general law or by necessary implication and the Tenant shall not by virtue of this Lease be deemed to have acquired or be entitled to any other rights and the Tenant shall not during the Term acquire or be

come entitled by any means whatever to any easement from or over or affecting any adjoining property of the Landlord.

9 EXCLUSION OF THE LANDLORD AND TENANT ACT 1954 SS 24-28

9.1 Agreement to exclude

In accordance with the provisions of section 38A(1) of the Landlord and Tenant Act 1954 the parties have agreed that the provisions of sections 24 to 28 of that Act (inclusive) shall be excluded in relation to the tenancy created by this Sublease

9.2 Notice and declaration

The Landlord has served on the Tenant a notice in the form, or substantially in the form, set out in Schedule 1 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 ("the Order") and the requirements specified in Schedule 2 to the Order have been met in that the Tenant acting by _____
_____ has on _____ made the appropriate declaration in the form, or substantially in the form, set out in Schedule 2 to the Order

10 LIMITATION OF LIABILITY

10.1 The liability of the Trustees comprising the Tenant shall be limited to the assets of the [_____] Club.

Formatted: Outline numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 4 + Alignment: Left + Aligned at: 0 cm + Tab after: 0.63 cm + Indent at: 0.63 cm

Formatted: Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0 cm + Tab after: 0.63 cm + Indent at: 0.63 cm

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

SCHEDULE 1

The Rights Granted

- 1 Except as mentioned in paragraph 2 neither the grant of this Lease nor anything in it confers any right over neighbouring property or adjoining property of the Landlord nor is to be taken to show that the Tenant may have any right over neighbouring property, section 62 of the Law of Property Act 1925 does not apply to this Lease.
- 2 The right for the Tenant and all persons expressly or by implication authorised by the Tenant in common with the Landlord and all other persons having a like right to pass and repass to and from the Premises with or without vehicles of any description over and along the Accessway and the Car Park for all purposes connected with the use and enjoyment of the Premises but not otherwise.
- 3 The right, subject to temporary interruption for repair, alteration or replacement, to the free passage and running of all services to and from the Premises through the appropriate Adjoining Conduits, in common with the Landlord and all other persons having a like right.
- 4 Subject to liaising with and subject to the direction of the Landlord and the rights of any Tenant of land comprised in the adjoining property of the Landlord the right to use in common with any such Tenant and the public the Car Park.
- 5 Rights of support protection light and air for the benefit of the Premises as presently enjoyed.
- 6 The right (but not the obligation) to enter onto the adjoining property of the Landlord on reasonable notice (except in case of emergency when no notice shall be required) for the purpose of repairing, maintaining, cleansing, renewing, replacing and making connection to the Adjoining Conduits referred to in paragraph 3 (subject to making good any damage caused to the adjoining property of the Landlord thereby to the reasonable satisfaction of the Landlord)
- 7 The right to have two nameplates or signs displayed in positions on the outside of the Building adjacent to the entrance to the Premises and on the Accessway, showing the Tenant's name and any other details required by the Tenant, of sizes to be approved by the Landlord, whose approval may not be unreasonably withheld or delayed.

- 8 The right to enter the adjoining property of the Landlord to repair, maintain or replace the appropriate Adjoining Conduits,
- 9 The right to enter the adjoining property of the Landlord to carry out any work or do anything whatever that the Tenant is obliged to do under this Lease.
- 10 The Rights Granted may be exercised by the Tenant and by anyone else who is or becomes entitled to exercise them, and by anyone authorised by the Tenant.
- 11 The Landlord shall allow all those entitled to exercise any right to enter the adjoining property of the Landlord, to do so with their workers, contractors, agents and professional advisors, and to enter the adjoining property of the Landlord at any reasonable time (whether or not during usual business hours) and, except in the case of an emergency, after having given reasonable prior written notice to the Landlord.
- 12 No right of entry into or onto the adjoining property of the Landlord shall be exercised unless the works or other purpose of such entry cannot reasonably be effected without such entry and then only after there has been prior consultation and appointment made with the Landlord and under the Landlord's supervision within 28 days of demand. All the rights granted by this Lease shall be exercised only after reasonable prior written notice has been given to the Landlord except in emergency and then only in such manner as to cause as little interference inconvenience or damage as practicable to the Landlord, the adjoining property of the Landlord, the activities carried on there, fixtures fittings and stock and any damage occasioned shall forthwith be made good by the Tenant. Any rights granted shall be exercised only to the extent that they do not adversely or materially affect or interfere with the adjoining property of the Landlord or the business carried on there.

SCHEDULE 2

The Rights Reserved

- 1 The following rights are expected and reserved from this Lease to the Landlord (the Reservations):
 - (a) rights of light, air, support and protection as those rights are capable of being enjoyed at any time during the Term
 - (b) the right to use and to connect into Conduits at the Premises which are in existence at the date of this Lease or which are installed or constructed during the perpetuity period.
 - (c) rights to:
 - (i) develop any neighbouring property (whether or not belonging to the Landlord)
 - (ii) re-route any Adjoining Conduits at or serving Premises or any means of access to or egress from the Premises,
PROVIDED that none of those works result in a material reduction in the flow of light or air to the Premises or a material loss of amenity for the Premises,
 - (d) the right to enter the Premises to repair, maintain or replace any media or structure relevant to any of the other Reservations, and
 - (e) the right to enter the Premises for any other purpose mentioned in this Lease or for any other reasonable purpose connected with this Lease or with the Landlord's interest in the Premises or in any neighbouring property.
- 2 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.
- 3 The Tenant shall allow all those entitled to exercise any right to enter the Premises, to do so with their workers, contractors, agents and professional advisors, and to enter the Premises at any reasonable time (whether or not during usual business hours) and, except in the case of an emergency, after having given reasonable prior written notice to the Tenant.
- 4 No right of entry into or onto the Premises shall be exercised unless the works or other purpose of such entry cannot reasonably be effected without such entry and

then only after there has been prior consultation and appointment made with the Tenant and under the Tenant's supervision within 28 days of demand. All the rights excepted and reserved by this Lease shall be exercised only after reasonable prior written notice has been given to the Tenant except in emergency and then only in such manner as to cause as little interference inconvenience or damage as practicable to the Tenant, the Premises, the activities carried on there, fixtures fittings and stock and any damage occasioned shall forthwith be made good by the Landlord. Any reserved and excepted rights shall be exercised only to the extent that they do not adversely or materially affect or interfere with the Premises or the business carried on there or the rights expressly granted to the Tenant or entitle the Landlord to derogate from its grant.

SCHEDULE 3

The Operational Covenants

- 1 The Tenant must use the Premises for the Permitted User only ~~which shall comprise use as squash court and clubhouse or the administration of the Tenant's activities. The Tenant may subject to the obligations elsewhere in this Lease hold not more than 10 social functions connected with its activities in each year together with such other social functions with the consent of the Landlord.~~
- 2 The Tenant must keep the Premises locked when the Premises are not in actual use by lawful visitors to or employees of the Tenant.
- 3 The Tenant must not without the consent of the Landlord permit any vehicles belonging to the Tenant or any employees of the Tenant or their guests or visitors to park or stand on the Accessway or on any grass area on the adjoining land of the Landlord and shall take all necessary steps to ensure that such users park vehicles only in the Car Park.

~~4 The Tenant must use the Premises:~~

~~4.1 only between: 08.00 and 20.00 hours on Mondays to Sundays and at such other times with the consent of the Landlord~~

~~4.5~~ The Tenant must not cause or permit in or on the Premises:

~~4.5.1~~ any betting or gaming

~~4.5.2~~ the supply or consumption of alcohol other than in accordance with the provisions of the Licensing Act 2003

~~4.5.3~~ supply or consumption or use of tobacco or any controlled drugs or other substances.

SCHEDULE 4

Rent Review

~~1. The Rent shall be reviewed in accordance with the following formula:~~

~~1. $R = A \times (B/C)$~~

~~1. Where R is the reviewed rent; A is the rent on the date before the relevant Review Date; B is the RPIX figure for the month two months before the relevant Review Date; C is the RPIX figure for the date three years before the date of B.~~

SCHEDULE 5

Schedule of Condition

SCHEDULE 46

Formatted: Font: Bold

Formatted: Font: Bold

Service Charge

The Service Charge shall be such apportionment of the following costs as the Landlord in its absolute discretion considers reasonable and appropriate:

- 1 The cost to the Landlord of inspecting, keeping clean, maintaining, repairing and renewing the Accessway and the Car Park (clause 4.2.1)
- 2 The cost to the Landlord of inspecting, maintaining and replacing the Adjoining Conduits (clause 4.2.2)
- 3 The cost to the Landlord of providing, inspecting, maintaining and renewing any security measures common to the Sports Field

Signed as a deed on behalf of
KIRKBYMOORSIDE TOWN COUNCIL (the Landlord)

Councillor

Councillor

Signed as a deed by Derek Hutchinson
in the presence of

Signed as a deed by John Goodyear
in the presence of