

DATED

6th December

2019

THE BOROUGH COUNCIL OF GATESHEAD

to

PELAW COMMUNITY BOWLING CLUB

LEASE

of land and buildings at Bill Quay Park Bowls Pavilion and Bowling Green
Bill Quay Pelaw Gateshead Tyne and Wear

Mike Barker Solicitor
Strategic Director, Corporate Services and Governance
Gateshead Metropolitan Borough Council
Civic Centre
Regent Street
Gateshead
Tyne and Wear
NE8 1HH

File Ref: NJS/CAST/336

LR1. Date of lease	6th December 2019
LR2. Title number(s)	LR2.1 Landlord's title number(s) Title number(s) out of which this lease is granted. Leave blank if not registered. TY423058 LR2.2 Other title numbers Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made
LR3. Parties to this lease <i>Give full names, addresses and company's registered number, if any, of each of the parties. For Scottish companies use a SC prefix and for limited liability partnerships use an OC prefix. For foreign companies give territory in which incorporated.</i>	Landlord The Borough Council of Gateshead of Civic Centre Regent Street Gateshead Tyne and Wear NE8 1HH Tenant Gordon McAllister John Sutherland and Geoffrey Robert Dunkley in their capacity as the trustees of Pelaw Community Bowling Club Other parties <i>Specify capacity of each party, for example "management company", "guarantor", etc.</i>
LR4. Property <i>Insert a full description of the land being leased or Refer to the clause, schedule or paragraph of a schedule in this lease in which the land being leased is more fully described.</i> <i>Where there is a letting of part of a registered title, a plan must be attached to this lease and any floor levels must be specified.</i>	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. Land and property shown edged red on the plan attached to this lease and known as Bill Quay Park Bowls Pavilion and Bowling Green Pelaw Gateshead Tyne and Wear
LR5. Prescribed statements etc. <i>If this lease includes a statement falling within LR5.1, insert under that sub-clause the relevant statement or refer to the clause, schedule or paragraph of a schedule in this lease which contains the statement.</i> <i>In LR5.2, omit or delete those Acts which do not apply to this lease.</i>	LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003. See clause 6
LR6. Term for which the Property is leased	The term is as follows: Thirty five (35) years commencing on the 6th day of December 2019 and expiring at midnight on the 5th day of December 2053

Include only the appropriate statement
(duly completed) from the three options.

*NOTE: The information you provide, or
refer to, here will be used as part of the
particulars to identify the lease under
rule 6 of the Land Registration Rules
2003.*

LR7. Premium <i>Specify the total premium, inclusive of any VAT where payable.</i>	None
LR8. Prohibitions or restrictions on disposing of this lease Include whichever of the two statements is appropriate. <i>Do not set out here the wording of the provision.</i>	This lease contains a provision that prohibits or restricts dispositions.
LR9. Rights of acquisition etc. <i>Insert the relevant provisions in the sub-clauses or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.</i>	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 (or offer 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 <i>Insert the relevant provisions or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.</i>	None
LR11. Easements <i>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements.</i>	LR11.1 Easements granted by this lease for the benefit of the Property None LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property See Schedule I

LR12. Estate rentcharge burdening the Property <i>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the rentcharge</i>	None
LR13. Application for standard form of restriction <i>Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction use this clause to apply for each of them, tell us who is applying against which title and set out the full text of the restriction you are applying for.</i> <i>Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.</i>	The Parties to this lease apply to enter the following standard form of restriction against the title of the Property: No disposition by the proprietor of the registered estate to which sections 117 - 121 of the Charities Act 2011 applies is to be registered unless the instrument contains a certificate complying with sections 117 - 121 of that Act as appropriate
LR14. Declaration of trust where there is more than one person comprising the Tenant <i>If the Tenant is one person, omit or delete all the alternative statements.</i> <i>If the Tenant is more than one person, complete this clause by omitting or deleting all inapplicable alternative statements.</i>	The Tenant is more than one person. They are to hold the Property on trust for the Pelaw Community Bowling Club

THIS LEASE made the 6th day of December 2019

BETWEEN

(1) THE BOROUGH COUNCIL OF GATESHEAD of Civic Centre Regent Street
Gateshead Tyne and Wear NE8 1HH and

(2) GORDON MCALLISTER of 69 Wardley Drive Gateshead NE10 8AH JOHN
SUTHERLAND of 28 Ralph Street Hebburn NE31 1HP and GEOFFREY
ROBERT DUNKLEY of 48 Sullivan Walk Hebburn Tyne & Wear NE31 1YN in
their capacity as the trustees of Pelaw Community Bowling Club

WITNESSETH as follows:-

1. Definitions and Interpretation

1.1 This Lease takes effect as a Head Lease

1.2 In this Lease unless the context otherwise requires:-

"the Act" means the Landlord and Tenant Act 1954

"the Demised Premises" means all that land situate at Bill Quay Park
Bowls Pavilion and Bowling Green Pelaw Gateshead Tyne and Wear all
of which land is shown edged red on the Plan attached to this Lease
together with the buildings erected on it which includes all fixtures and
fittings attached thereto and all additions to it

"the Insured Risks" means the risks of fire lightning explosion aircraft riot
and civil commotion malicious damage earthquake storm or tempest
flood bursting of or overflowing of water tanks apparatus or pipes impact
structural damage and two years loss of rent and any such other risks as
the Landlord may from time to time deem it prudent to insure against

"the Landlord" means the Borough Council of Gateshead and its
successors in title to the reversion immediately expectant upon the Term
"the Order" means the Regulatory Reform (Business Tenancies)
England and Wales) Order 2003

"the Permitted Use" means the promotion of the use and enjoyment of the Demised Premises as a Community Sports and Leisure facility providing activities for the benefit of the public at large without distinction of sex or political religious or other opinions by associating the local authorities voluntary organisations and people in a common effort to advance education and to provide facilities in the interests of social welfare for recreation and leisure time occupation with the object of improving the conditions of life for the public at large and any other uses consistent with the Tenant's constitution from time to time (a copy of the current constitution being annexed at Schedule V)

"the Plan" means the plan attached to this Lease

"the Planning Acts" means 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 or any statutory modifications or re-enactment of them for the time being in force and any regulations or orders made or having effect under them

"the Prescribed Rate" means a rate of interest four (4) per centum per annum above the base lending rate of interest of the Co-operative Bank PLC prevailing from time to time

"the Rent" means the yearly sum of one (1) peppercorn (if demanded)

"the Tenant" means those persons whose addresses are detailed above in their capacity as the trustees of Pelaw Community Bowling Club and includes their successors in title and the persons deriving title under them

"the Term" means the term of thirty five (35) years from and including the *6th* day of *December* 2019 and expiring at midnight on the *5th* day of *December* 2053

"the Termination Date" means the date of termination of the Term whether by effluxion of time or by re-entry under the provisions of this Lease or by or from any other means or cause whatsoever

- 1.3 Words importing the masculine feminine or neuter gender only include other genders



Legal, Democratic and Property Services
Carpentry Services and Governance
Gateshead Council

1.4 Words importing the singular meaning shall where the context so admits include the plural meaning and vice versa and where the Tenant is more than one person covenants expressed to be made by the Tenant shall be deemed to be made by such persons jointly and severally

1.5 Any reference to any Act of Parliament includes a reference to that Act as amended or replaced from time to time and to subordinate legislation or bye-laws made under it

2. The Demise

In consideration of:-

2.1 the Rent and

2.2 the Tenant's covenants contained in this Lease

the Landlord DEMISES the Demised Premises to the Tenant with full title guarantee but reserves the rights contained in Schedule I of this Lease TO HOLD the Demised Premises during the Term PAYING the Rent during the Term without any deduction whatsoever

3. Tenant's Covenants

The Tenant covenants with the Landlord to observe and perform the obligations on the part of the Tenant contained in Schedule II to this Lease

4. Landlord's Covenants

The Landlord covenants with the Tenant to observe and perform the obligations on the part of the Landlord contained in Schedule III to this Lease

5. Provisos Agreements and Declarations

Provided always and it is hereby agreed and declared as referred to in Schedule IV to this Lease

6. Non-Exempt Charity Certificate

The Demised Premises will as a result of this Lease be held by the Tenant a non-exempt charity on trust and the restrictions on disposition imposed by sections 117 - 121 of the Charities Act 2011 will apply to the Demised Premises

IN WITNESS whereof the parties have executed this document as a Deed the day and year first before written

SCHEDULE I
Rights Reserved

1. Unto the Landlord and all persons authorised by it or them or otherwise entitled thereto:-
 - 1.1 the free right of passage and drainage for water and soil in and through the sewers drains pipes and channels made or to be made upon through and under the Demised Premises
 - 1.2 the free and uninterrupted use of all gas electric telephone and other pipes wires cables and conduits laid or to be laid upon through and under the Demised Premises
 - 1.3 all rights of light and air and other rights and easements (save and except those hereinbefore specifically granted) now or hereafter belonging to or enjoyed by the Demised Premises from or over any adjoining adjacent or neighbouring premises land or building
 - 1.4 the right following prior written notice of at least 7 days to the Tenant to build re-build or alter any adjoining adjacent or neighbouring premises land or building in any manner whatsoever and to let or sell the same for any purpose or otherwise deal therewith notwithstanding the passage of light and/or air to the Demised Premises is in any such case thereby diminished or any other liberty right or easement belonging to the Tenant or to the Demised Premises is diminished or prejudicially affected
 - 1.5 a right of access at all times on foot and with or without vehicles over the land shown coloured brown on the Plan (in common with the Landlord its agents and servants and all other persons who have or may in the future have the same right) for the sole purpose of obtaining access to and egress from the Demised Premises but not further or otherwise

2. Full right and liberty for the Landlord and its surveyors agents workmen and others at all reasonable times upon giving reasonable written notice of no less than forty eight (48) hours (except in cases of emergency) with or without vehicles to enter into and upon the Demised Premises and all parts of them for the purposes of:-

- 2.1 inspecting the state of repair of the Demised Premises
- 2.2 repairing maintaining altering cleaning examining or testing the Demised Premises and all parts of them and the sewers drains channels pipes wires cables and conduits serving the Demised Premises
- 2.3 carrying out any work or doing anything whatsoever to enable the Landlord to comply with any of its obligations under the terms of this Lease
- 2.4 ensuring that the Tenant is complying with the terms of this Lease
- 2.5 assessing the surrender value of the Demised Premises

PROVIDED THAT the Landlord shall act reasonably in the exercise of these rights and shall make good as soon as reasonably practicable any damage caused to the Demised Premises and/or to the Tenant's fixtures and fittings in them in exercising any of the above rights but shall not be liable to the Tenant for any inconvenience or otherwise howsoever in relation to any such entry

SCHEDULE II

Covenants By The Tenant

1. Rent

To pay the Rent (if demanded) to the Landlord without deductions

2. Outgoings

To pay all rates taxes charges assessments outgoings and impositions whatsoever which now are or shall at any time hereafter during the Term be charged assessed or imposed upon or in respect of the Demised Premises or any part of them or on the Landlord or Tenant in respect of them and all service connection and disconnection charges

3. Repair

- 3.1 At all times during the Term to repair and keep in good and substantial repair condition and decoration using suitable and (where necessary specialist) materials of good quality the whole of the Demised Premises whether internal or external and every part or parts of them (including surfaced areas landscaped areas and boundaries) replacing or renewing to the satisfaction of the Landlord such of them as may be or become broken lost or worn out PROVIDED ALWAYS that if for any reason the Tenant fails to carry out its obligations under this Lease and the Landlord carries out any or all of those obligations or works of repair on the Tenants part then the Tenant agrees that the cost of those works of repair and obligations carried out by the Landlord pursuant to the said covenant and obligations shall be paid by the Tenant on demand and shall be recoverable as rent in arrears
- 3.2 As often as may be necessary throughout the Term and in the last year or on earlier determination of the Term to paint to a colour scheme and where appropriate with specialist paint and materials previously approved by the Landlord all the inside parts and external parts of the Demised Premises as are usually painted and coloured and all additions to them in a proper and workmanlike manner
- 3.3 Damage done by any of the Insured Risks is excepted from the Tenant's liability under sub-clause 3.1 unless the insurance money is irrecoverable by reason of any act or default of the Tenant or is rendered insufficient by any such act or default
- 3.4 Not in any way to obscure or permit to be obscured the windows of the Demised Premises and to clean the interior and exterior of the said windows as often as may be necessary throughout the Term and in any event at least once in every calendar month
- 3.5 Promptly to make good to the reasonable satisfaction of the Landlord any wilful or accidental damage to the Demised Premises caused by the Tenant or the Tenant's servants agents or licensees and to indemnify the Landlord against any claims proceedings or demands and the proper costs and expenses incurred thereby which may be brought against the Landlord by any servants work people agents or visitors to the Tenant in respect of any accident loss or damage whatsoever to person or

substantial

property howsoever caused or occurring in or upon the Demised Premises

4. Right of Entry

4.1 To permit the Landlord or the Landlord's duly authorised agents or employees at all reasonable times upon giving reasonable written notice of not less than forty eight (48) hours (except in cases of emergency) with or without workmen or others to enter upon the Demised Premises or any part of them to exercise the rights reserved to the Landlord by clause 2 of Schedule I of this Lease

4.2 In the event that any inspection of the Demised Premises carried out by the Landlord reveals defects or disrepair the Landlord will serve a written notice on the Tenant specifying the disrepair or defect and the Tenant will remedy the disrepair or defect within two (2) months of receipt of the notice PROVIDED that if the Tenant shall fail to comply with the notice within the time stipulated it shall be lawful for the Landlord to enter upon the Demised Premises for the purpose of carrying out the repairs required and the cost of such repairs shall be repaid by the Tenant to the Landlord on demand and in the event of non payment the Landlord will be permitted to recover the cost by action for rent in arrear

5. User

5.1 Not to use the Demised Premises or permit or suffer the same to be used for any purposes other than for the Permitted Use

5.2 Nothing contained in this Lease shall imply or be deemed to be a warranty that the Planning Acts authorise the use of the Demised Premises for the Permitted Use

6. Restrictions Affecting the use of the Demised Premises

6.1 Not at any time during the Term without the prior written consent of the Landlord which shall not be unreasonably withheld or delayed to suspend any weight from the roof or trusses or use the roof trusses of any part of the Demised Premises for the storage of goods or to place or permit or suffer to be placed any weight on them or to permit any person or persons to enter on them except for the execution of necessary

repairs and then only in such a manner as to subject the roof and roof trusses to the least possible strain

- 6.2 Not at any time during the Term without the prior written consent of the Landlord which shall not be unreasonably withheld or delayed to affix any machinery or addition to the walls nor to remove any of the fixtures and fittings
- 6.3 Not to install in any part of the Demised Premises any furnace or boiler or other apparatus burning solid fuel unless and until the specification of it has been approved in writing by the Landlord (such approval not to be unreasonably withheld or delayed) and not to cause or permit any noxious or offensive effluvia or grit to be emitted from any such furnace boiler or apparatus on the Demised Premises without using such means for preventing or counteracting such effluvia or grit as are in accordance with good modern practice and to erect any chimney in connection with any such furnace boiler or apparatus to the reasonable satisfaction in all respects of the Landlord and in all respects to comply with the provisions of the Clean Air Act 1993 and with the requirements of any notice of the Landlord served under them
- 6.4 Not to stop up or obstruct in any way whatsoever or permit any fluid of a noxious or poisonous nature oil grease or other deleterious matter or substance to enter the drains and sewers serving the Demised Premises which results in the destruction or injury to fish or the contamination of any water of any stream or river and to employ such plant for treating any deleterious effluent before permitting the same to enter such drains and sewers as may be reasonably required from time to time in accordance with the good modern practice
- 6.5 Not at any time during the Term to make any alteration or addition to the electrical installation of the Demised Premises except in accordance with the regulations for the time being issued by the Institution of Electrical Engineers and the regulations of the Electricity Supply Authority and (in the case of a substantial alteration or addition) with the Landlord's prior written consent which shall not be unreasonably withheld or delayed
- 6.6 Not to do or permit or suffer to be done on the Demised Premises or any part of them anything which may cause any insurances of the Demised Premises to be or become vitiated or whereby the premium payable under any such insurance is liable to be increased Provided that the

carrying on in a proper manner and in such a way so as to cause as little nuisance to the Landlord or the owners or occupiers of neighbouring or adjacent premises as is reasonably possible of the Permitted Use shall not be deemed to be a breach of this covenant

- 6.7 Not at any time to use the Demised Premises or any part of them or suffer or permit them to be used for any offensive noisy noxious or dangerous trade business manufacture or occupation nor permit any musical instrument gramophone wireless loud speaker or similar apparatus to be played or used on them so as to be audible from outside the Demised Premises after 22:00 hours nor permit the Demised Premises to be used as a residence or sleeping place for any person or persons or for any purpose or in any manner which may be a nuisance to the Landlord or the owners or occupiers of neighbouring or adjacent premises

6.7.1 Provided that the carrying on in a proper manner and in such a way as to cause as little nuisance to the Landlord or the owners or occupiers of neighbouring or adjacent premises as is reasonably possible of the Permitted Use shall not be deemed to be a breach of this covenant

6.7.2 On written notice being served by the Landlord requiring the abatement of any nuisance caused by vibration noise or offensive smell or by any undue emission of smoke vapour or dust the Tenant shall with all reasonable dispatch after the service of such notice abate such nuisance accordingly and pay all costs charges and expenses incurred in abating such nuisance and executing all such works as may be necessary in abating such nuisance

- 6.8. With the exception of one (1) sign on the exterior of the Demised Premises showing the Tenant's name or business name or trade subject to the prior grant of planning consent for the same not to erect affix or display or permit to be erected affixed or displayed without the prior written consent of the Landlord (which shall not be unreasonably withheld or delayed) any signs posters advertisements hoardings or notices (whether illuminated or otherwise) or any television or wireless mast or aerial upon the exterior of the Demised Premises or any part of them or upon any interior part of the Demised Premises which shall be visible from the exterior provided that if any such signs or notices shall be placed or displayed on the Demised Premises in breach of the

provisions of this clause (i.e. 6.8) and shall not be removed within fourteen (14) days after service on the Tenant of a written notice requesting their removal to permit the Landlord and its duly authorised agent or agents to enter upon the Demised Premises to remove such signs or notices and to pay to the Landlord upon demand the reasonable expense of such removal PROVIDED ALWAYS that sponsors signs may be displayed upon the Demised Premises subject to the Tenant obtaining the Landlord's prior written approval

- 6.9 Not to form any refuse dump or rubbish or scrap heap in or on the Demised Premises and to deposit rubbish in a proper container and to remove not less frequently than once a week all refuse rubbish and scrap which may have accumulated on the Demised Premises and all used tins cans boxes and other containers and generally to keep the Demised Premises clean and in good order to the reasonable satisfaction of the Landlord
- 6.10 Not to hold or permit or suffer to be held any sale by auction on the Demised Premises other than for charitable purposes
- 6.11 Not to keep place or store or permit or suffer to be kept placed or stored in or upon or about the Demised Premises any materials of a dangerous combustible explosive or corrosive nature or any materials which may contravene any statute order or local regulation or bye-law or constitute a nuisance to the occupiers of neighbouring or adjoining premises Provided that the keeping or storing on the Demised Premises in accordance with all requisite statutory requirements of any materials normally used in connection with the Permitted Use shall not be deemed to be a breach of this covenant PROVIDED ALWAYS that the Tenant is permitted to securely store petrol for use in its mowers in appropriate containers at the Demised Premises and is also permitted to securely store fungicide and pesticide for its own use in appropriate containers
- 6.12 Throughout the Term to comply with all and any statutory requirements regulations and obligations and any re-enactment or modification of it for the time being in force in respect of the Tenants use and occupation of the Demised Premises

7. Alterations

- 7.1 Not without the prior written consent of the Landlord (which shall not be unreasonably withheld or delayed) to make any alteration or addition to any part of the Demised Premises
- 7.2 Not without the prior written consent of the Landlord (which shall not be unreasonably withheld or delayed) to demolish any buildings forming part of the Demised Premises unless such demolition is in connection with a redevelopment of the Demised Premises
- 7.3 Upon each application for such consent to supply the Landlord with three (3) sets of drawings and specifications of each proposed alteration or addition for approval by it
- 7.4 Not to carry out any works to which the Landlord has consented except in accordance with drawings and specifications approved as aforesaid
- 7.5 The Landlord may make it a condition of any such consent issued during the last ten (10) years of the Term that the Tenant will reinstate or remove the alterations or additions on the Termination Date to the reasonable satisfaction of the Landlord
- 7.6 To pay all reasonable and proper costs incurred by the Landlord (including reasonable and proper legal costs and surveyors fees) in connection with the application for or the grant of any consent or licence for such alterations or additions

8. Assignments and Sub-Leases

- 8.1 Not at any time during the Term to underlet sublet or part with or share possession or occupation of the Demised Premises in part or parts (as distinct from the whole without:-
 - 8.1.1 the prior written consent of the Landlord which shall not be unreasonably withheld or delayed
 - 8.1.2 including in any Sub-Lease the following covenant in favour of the Landlord –

'The Sub-Tenant hereby (jointly and severally) covenant(s) with the Landlord to observe and perform the covenants provisions and stipulations in the Lease and on the Tenant's part to be observed and performed'

8.1.3 including in any Sub-Lease an absolute prohibition against the further sub-letting of the part of the Demised Premises included in the Sub-Lease

8.1.5 ensuring that sections 24 - 28 of the Landlord and Tenant Act 1954 are excluded in relation to any Sub-Lease granted

save that the Tenant is permitted to hire out rooms or facilities on a temporary licence basis only for any purpose consistent with the Permitted Use only without the Landlord's consent and PROVIDED ALWAYS that any change in the Tenant's trustees shall not require Landlord's consent but must be notified to the Landlord within 14 days of its occurrence

8.2 Not at any time during the Term to assign part or parts or the whole of the Demised Premises

8.3 Within one (1) month after every Subletting of any part or parts of the Demised Premises to give notice and particulars of it in writing to the Landlord and to produce to the Landlord the original instrument effecting the Subletting or a certified copy of it (together with a copy for retention by the Landlord) and to pay to the Landlord a reasonable fee for the registration of it

9. Comply with Statutes

To comply at all times during the Term with the provisions of Acts of Parliament or obligations imposed by law in relation to the Demised Premises and/or its use and with the terms and conditions of any permissions licences or other things issued under or by virtue of them and to apply for and obtain any necessary planning permission building consent listed building consent or other consent where necessary and to indemnify and keep indemnified the Landlord against all liability including costs and expenses in respect of such matters PROVIDED always that nothing contained or implied in this Lease shall prejudice or affect the rights powers duties and obligations of the Landlord in exercise of its functions as a local or planning authority and the rights powers

tenant(s) with provisions

duties and obligations of the Landlord under all public and private statutes orders regulations and bye-laws may be as fully and effectually exercised in relation to the Demised Premises as if it was not the owner of the Demised Premises and as if this Lease had not been executed by it

10. Notice to Let

Unless the Tenant has indicated in writing a wish to renew this Lease then during the last six (6) months of the Term to permit the Landlord to affix to any part of the Demised Premises and to retain there without interference a notice that they are to be let and to permit all persons bearing written authority from the Landlord to enter upon the Demised Premises to inspect them at all reasonable times of the day and by appointment

11. Fire Precautions

11.1 To keep the Demised Premises sufficiently supplied and equipped with fire fighting and extinguishing appliances such appliances and apparatus to be open on reasonable prior notice to the inspection of and to be maintained to the reasonable satisfaction of the Landlord (so far as not opposed to the legal obligations of the Tenant) and also not to obstruct the access to or means of working such appliances and apparatus by their operations at or connected with the Demised Premises

11.2 To comply with all recommendations of the insurers as to fire precautions relating to the Demised Premises

12. Claims by Third Parties

To indemnify and keep indemnified the Landlord from and against all proper losses actions proceedings suits claims demands costs damages and expenses in respect of any injury to or the death of any person damage to any property movable or immovable or otherwise by reason of or arising in any way directly out of the non-performance or non-observance of any of the Tenant's covenants contained in this Lease

13. Building Regulations

At all times during the Term to comply with such rules and regulations for the efficient running of the Building as the Landlord shall from time to time reasonably prescribe by notice in writing

14. Expenses of Landlord

To pay to the Landlord on demand all reasonable and proper costs charges and expenses (including reasonable and proper solicitor's costs surveyors fees other professional fees and bailiffs costs) incurred by the Landlord in relation or incidental to:-

- 14.1 the preparation and service of a notice under sections 146 and 147 of the Law of Property Act 1925 requiring the Tenant to remedy a breach of any of the covenants herein contained notwithstanding forfeiture for such breach shall be avoided otherwise than by relief granted by the Court
- 14.2 any schedule relating to wants of repair or decoration to the Demised Premises whether served during the Term or after Termination Date
- 14.3 any application made by the Tenant for the consent of the Landlord where the same is granted lawfully refused or proffered subject to any lawful qualifications or conditions or where the application is withdrawn provided that consent is not withheld unreasonably
- 14.4 the recovery of arrears of rent or other payments due under this Lease
- 14.5 the levying of distress for the non payment of rent or other payments payable hereunder or any part thereof or the instructing of the bailiff where rent arrears are paid before any actual distress is levied

together with any incidental expenses and any Value Added Tax on any of the said charges fees and expenses

15. Yield up in Repair

To yield up the Demised Premises to the Landlord on the Termination Date together with any additions and improvements made during the Term in good and substantial repair and condition in accordance with the Tenant's covenants contained in this Lease provided always that the Tenant will:-

- 15.1 prior to the Termination Date (if so required by the Landlord and at its own expense) take down any partitioning and reinstate or remove any alterations or additions in the Demised Premises and make good all damage caused to the Demised Premises and the decoration of them by

reason of the erection and removal of such partitioning to the reasonable satisfaction of the Landlord and

15.2 one (1) month prior to the Termination Date arrange to have an inspection and test of the:-

15.2.1 electrical equipment and associated parts in the Demised Premises carried out by an NICEIC registered electrician and

15.2.2 gas equipment and associated parts of the Demised Premises carried out by a Gas Safe registered engineer and

supply the Landlord with the relevant certificates provided by such electrician and engineer following such inspections and tests and also reinstate (if necessary) any electrical and gas equipment to the state and condition they were in at the commencement of this Lease provided always that any electrical reinstatement works necessary will be carried out by an NICEIC registered electrician and any gas reinstatement works necessary will be carried out by a Gas Safe registered engineer

16. Occupation by the Landlord

To provide the Landlord with exclusive use of the Demised Premises on no more than six (6) occasions in any twelve month period provided the Landlord shall give at least twenty eight (28) days' notice in advance to the Tenant and the use will be subject to the Landlord being responsible for reasonable costs associated with the running of the Demised Premises

17. Insurance

To insure the Demised Premises and to keep them insured at all times during the Term against the Insured Risks for such amount as the Landlord may from time to time and in its sole discretion consider necessary for the full replacement value of them (including architects and surveyors fees and debris removal fees) with some well established insurance office and to have the Landlord's interest in the Demised Premises noted thereon and to produce to the Landlord annually the Policy/Certificate of Insurance and (subject to the provisions of sub-clause 2.2 of Schedule IV of this Lease) as often as the Demised Premises or any part of them shall be destroyed or damaged by any of the Insured Risks and the policy of insurance not being vitiated by some act or omission of the Tenant to rebuild and

reinstate them as soon as reasonably practicable and to make up any deficiency out of its own monies PROVIDED ALWAYS that if for any reason the Tenant fails to carry out its obligation under this Lease to insure the Demised Premises then the Landlord shall be entitled to obtain such insurance in its stead and the Tenant agrees that the full cost of any such insurance obtained by the Landlord shall be paid by the Tenant on demand and shall be recoverable as rent in arrears

SCHEDULE III Covenant By The Landlord

1. Peaceable Enjoyment

That the Tenant paying the Rent reserved by this Lease and performing and observing all the Tenant's covenants and conditions contained in this Lease may peaceably hold and enjoy the Demised Premises during the Term without any interruption by the Landlord or any persons lawfully claiming through under or in trust for the Landlord

SCHEDULE IV Provisos Agreements And Declarations

1. Re-Entry

If and whenever during the Term:-

- 1.1 the Rent hereby reserved or any part or parts of it shall be in arrears and unpaid for twenty one (21) days after becoming payable (whether formally demanded or not) or
- 1.2 there shall be any material breach or non-performance or non-observance of any of the covenants on the part of the Tenant or the agreements declarations and conditions contained in this Lease
- 1.3 the Tenant (being an individual) shall be unable to pay a debt or have no reasonable prospect of being able to pay a debt within the meaning of section 268 of the Insolvency Act 1986 or
- 1.4 the Tenant (being an individual) makes an application to the Court for an interim order under section 253 of the Insolvency Act 1986 or

- 1.5 the Tenant (being an individual) does anything which would entitle a petition for a bankruptcy order to be made or
- 1.6 the Tenant (being an individual) makes any assignment for the benefit of or enters into any arrangement with its creditors either by composition or otherwise or
- 1.7 the Tenant (being a corporation) enters into liquidation whether compulsory or voluntary (except in the case of the liquidation of a solvent company where a declaration of solvency has been filed with the Registrar of Companies for the purpose of amalgamation or reconstruction) or
- 1.8 the Tenant (being a corporation) suffers an administrative receiver to be appointed or
- 1.9 the Tenant (being a corporation) enters into a voluntary arrangement as defined in section 1 of the Insolvency Act 1986 or
- 1.10 the Tenant (being a corporation) does or suffers anything which would entitle a receiver to take possession of any of its assets or
- 1.11 the Tenant (being a corporation) does or suffers anything which would entitle any person to present a petition for winding up or apply for an administration order or
- 1.12 the Tenant (being a corporation) ceases to exist or is dissolved or
- 1.13 the Tenant (being a corporation) with unlimited liability applies to limit its liability
- 1.14 the Tenant (being a Community Association and/or a charity) is dissolved or ceases to exist at any time during the Term

THEN IN ANY OF THESE CASES it shall be lawful for the Landlord at any time thereafter notwithstanding the waiver of any previous right of re-entry to re-enter into and upon the Demised Premises or any part of them in the name of the whole whereupon the Term shall absolutely cease and determine but without prejudice to any rights of action of the Landlord in respect of any antecedent breach by the Tenant of any of its covenants and conditions contained in this Lease

2. Damage by Insured Risks

2.1 In case the Demised Premises or any part of them shall at any time during the Term be so damaged or destroyed by the Insured Risks or any of them or any other risk against which the Landlord shall have required the Tenant to insure so as to be unfit for occupation and use then (unless the insurance money shall be wholly or partially irrecoverable by reason solely or in part of any act or default of the Tenant) the Rent or a fair proportion of it according to the nature and extent of the damage sustained shall be suspended for the period until the Demised Premises are rendered fit for occupation and use again or until the date of expiry of a notice served by the Landlord in accordance with sub-clause 2.2 of this Schedule

2.2 If it is impossible or impracticable to reinstate the Demised Premises in accordance with clause 3 of Schedule II or if the Demised Premises are destroyed or damaged by a cause other than any of the Insured Risks the Landlord may elect to treat this Lease as at an end and re-enter upon the Demised Premises provided it gives the Tenant not less than one (1) months' notice in writing of its intention to do so

2.3 After service of the notice referred to in sub-clause 2.2 of this Schedule all money received in respect of the insurance effected by the Tenant pursuant to this Lease shall be paid to the Landlord and the Tenant proportionately according to their respective interests in the Demised Premises immediately prior to the date of the damage or destruction PROVIDED THAT if the parties fail to agree such values shall be determined by a single arbitrator in accordance with the Arbitration Act 1996 to be appointed (in the absence of agreement) upon the application of either party by the President for the time being of the Royal Institution of Chartered Surveyors

3. Responsibility for Third Parties

The Landlord shall not be responsible to the Tenant or to the Tenant's licensees servants agents or other persons in the Demised Premises or calling upon the Tenant for any accident happening or injury suffered or damage to or loss of chattels goods or property sustained on the Demised Premises

4. Right of Access to Light or Air

The Tenant shall not be entitled to any right of access of light or air to the Demised Premises which would restrict or interfere with the free user of any adjoining or neighbouring property for building or any other purpose

5. Notices

For the purpose of service of all notices authorised to be served by this Lease or by statute all notices shall be in writing and shall be sufficiently served on:-

5.1 the Tenant if addressed to the Tenant and sent by recorded delivery post to the Tenant at the address given in this Lease or such other address as shall be notified in writing to the Landlord by the Tenant and

5.2 the Landlord if addressed to the Solicitor to the Council and sent to the Landlord at the address given in this Lease or such other address as shall be notified in writing to the Tenant by the Landlord

6. Benefit of other Leases

Nothing contained in this Lease shall confer on the Tenant any right to the benefit of or to enforce any covenant or agreement contained in any lease or other instrument relating to any other premises belonging to the Landlord or limit or affect the right of the Landlord to deal with the same now or at any time hereafter in any manner which may be thought fit nor shall anything contained in this Lease confer on the Tenant any liberty privilege easement right or advantage whatsoever mentioned or referred to in section 62 of the Law of Property Act 1925 save those expressly set out in this Lease

7. Disputes

If any dispute or difference shall arise between the Landlord and the Tenant relating to any of the provisions of this Lease then such dispute or difference shall be referred to the appropriate Court which has jurisdiction for the Demised Premises

8. Tenants Covenants

Each of the Tenant's covenants contained in this Lease shall remain in full force both at law and in equity notwithstanding that the Landlord shall have

waived or released temporarily or permanently revocably or irrevocably or otherwise howsoever a similar covenant affecting other adjoining or neighbouring premises for the time being belonging to the Landlord

9. Data Provision

The Tenant will provide the Landlord with data as and when requested to assist the Landlord in the monitoring of its delivery of Vision 2030

10. Agreement for Lease

It is certified that there is no Agreement for Lease to which this Lease gives effect

11. Landlord and Tenant (Covenants) Act 1995

For the purpose of the Landlord and Tenant (Covenants) Act 1995 this Lease is a "new tenancy" as defined in section 1(3) of that Act

12. Exclusion of sections 24 to 28 of the Landlord and Tenant Act 1954

On 6th September 2019 the Landlord served notice on the Tenant pursuant to the provisions of section 38A(3) of the Act (as inserted by the Order) and on 19th November 2019 the Tenant made a ~~statutory~~ declaration pursuant to Schedule 2 of the Order and the parties pursuant to the provisions of section 38A(1) of the Act (as inserted by the Order) agree that the provisions of sections 24 to 28 inclusive of the Act are excluded in relation to the tenancy created by this Lease

SCHEDULE V
Tenant's Constitution