

DATED

LEASE

between

The Mayor and Burgesses of the London Borough of Bromley

and

CONTENTS

CLAUSE

1. Interpretation.....	4
2. Grant.....	9
3. The Rights	10
4. The Reservations	10
5. Tenant covenants	12
6. Landlord covenant	12
7. Re-entry	12
8. Landlord to enter wayleave.....	12
9. Set-off	13
10. Section 62 of the Law of Property Act 1925[, OR and] implied rights [and existing appurtenant rights	13
11. Joint and several liability.....	14
12. Entire agreement.....	14
13. Notices	14
14. Contracts (Rights of Third Parties) Act 1999.....	15
15. VAT	15
16. Governing law	15
17. Jurisdiction	15
18. Exclusion of sections 24-28 of the Landlord and Tenant Act 1954.....	15

SCHEDULE

Schedule 1	The Property	17
Schedule 2	Tenant Covenants	18
Schedule 3	Landlord Covenant.....	35
Schedule 4	Rent Review.....	34
Schedule 5	Service Charge.....	41
Schedule 6	Third Party Rights	57

ANNEXE

Annex 1 Schedule of Condition.....

Annex 2 Sports Pitch Licences.....

LR1. Date of lease

LR2. Title number(s)

LR2.1 Landlord's title number(s)

LR2.2 Other title numbers

LR3. Parties to this lease

Landlord

The Mayor and Burgesses of the London Borough of Bromley

Tenant

[]

Other parties

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.

See the definition of "Property" in clause 1.1 of and Schedule 1 to this lease.

LR5. Prescribed statements etc.

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.

None.

LR5.2 This lease is made under, or by reference to, provisions of:

None.

LR6. Term for which the Property is leased

The term as specified in this lease at clause 1.1 in the definition of "Contractual Term".

LR7. Premium

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 (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

[None **OR** [DETAILS OF RESTRICTIVE COVENANTS]].

LR11. Easements

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

None

LR12. Estate rentcharge burdening the Property

None

LR13. Application for standard form of restriction

[The parties to this lease apply to enter the following standard form of restriction [against the title of the Property **OR** against title number [TITLE NUMBER]]

OR

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 themselves as joint tenants.]

[The Tenant is more than one person. They are to hold the Property on trust for themselves as tenants in common in equal shares.]

[The Tenant is more than one person. They are to hold the Property on trust [DETAILS OF TRUST].]

This lease is dated

Parties

- (1) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BROMLEY of Civic Centre, Stockwell Close, Bromley BR1 3UH ("the Landlord (**Landlord**))
- (2) [[FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] OR [INDIVIDUAL NAME] of [INDIVIDUAL ADDRESS]] (**Tenant**)

Agreed terms

1. Interpretation

The following definitions and rules of interpretation apply in this lease.

1.1 Definitions:

Base Rate: the base rate from time to time of Barclays Bank PLC.

Break Date: [[DATE(S)] OR A date which is at least [NUMBER] [weeks OR months] after service of the Break Notice].]

Break Notice: written notice to terminate this lease specifying the [relevant] Break Date and served in accordance with **Error! Bookmark not defined.**

Byelaws: the byelaws taking effect from time to time in respect of the Recreation Ground, Park or Open Space and being enforceable by the Landlord

CDM Regulations: Construction (Design and Management) Regulations 2015 (*S/2015/51*).

Common Parts: the parts of the Pavilion Building that are provided from time to time by the Landlord for common use by the tenants and occupiers of the Pavilion Building and their employees, agents, licensees and visitors.

Contractual Term: a term of years beginning on, and including the date of this lease and ending on, and including [].

Default Interest Rate: [4]% above the Base Rate or, if that base rate is no longer used or published, a comparable commercial rate reasonably determined by the Landlord.

Energy Performance Certificate: a certificate as defined in regulation 2(1) of the EPC Regulations.

EPC Regulations: Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118).

Insolvency Event: subject to **Error! Bookmark not defined.****Error! Reference source not found.**, any one or more of the following:

- a) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant or any guarantor;
- b) the making of an application for an administration order or the making of an administration order in relation to the Tenant or any guarantor;
- c) the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to the Tenant or any guarantor;
- d) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant or any guarantor;
- e) the commencement of a voluntary winding-up in respect of the Tenant or any guarantor, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies;
- f) the making of a petition for a winding-up order or a winding-up order in respect of the Tenant or any guarantor;
- g) the striking-off of the Tenant or any guarantor from the Register of Companies or the making of an application for the Tenant or any guarantor to be struck-off;
- h) the Tenant or any guarantor otherwise ceasing to exist (but excluding where the Tenant or any guarantor dies);
- i) the making of an application for a bankruptcy order, the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant or any guarantor; or
- j) the making of an application to court for, or obtaining, a moratorium under Part A1 of the Insolvency Act 1986 in relation to the Tenant or any guarantor

Insured Risks: (except to the extent any of the following are Uninsured Risks) fire, explosion, lightning, earthquake, tempest, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, damage to underground water, oil or gas pipes or electricity

wires or cables, impact by aircraft and aerial devices and articles dropped from them, impact by vehicles, terrorism, subsidence, ground slip, heave, riot, civil commotion, strikes, labour or political disturbances, malicious damage, and any other risks against which the Landlord decides to insure against from time to time and **Insured Risk** means any one of the Insured Risks.

Pavilion Building: the building forming part of

Permitted Use: use within Class F2 of the Town and Country Planning (Use Classes) Order 1987 as amended by the Town and Country Planning (Use Classes) Amendment (England) Regulations 2020, EI2020/757) as at the date this lease is granted and as particularly described in clause 23 of Schedule 2

Plan: the plan attached to this lease

Property: the land and buildings described in **Schedule 1**.

Rates and Taxes: all present and future rates, taxes and other impositions and outgoings payable in respect of the Property, its use and any works carried out there (or a fair proportion of the total cost of those rates, taxes, impositions and outgoings if any are payable in respect of the Property together with any other property

Recreation Ground:

Rent: rent at the initial rate of £ per annum until and including [DATE] and then then as revised pursuant to this lease

Rent Payment Date: 25 March, 24 June, 29 September and 25 December

Reservations: all of the rights excepted, reserved and granted to the Landlord by this lease.

Retained Parts: all parts of the Pavilion Building including (but not limited to) all of:

- a) the structural parts of the Pavilion Building;
- b) the Service Media;
- c) the Common Parts

Rights: the rights granted by the Landlord to the Tenant in clause **3**.

[Services: the services set out in]

[Service Charge Account: any account set up and maintained by the Landlord or its agents into which the service charge payments by the occupiers of the Pavilion Building are paid.]

Service Media: all media for the supply or removal of heat, smoke, electricity, gas, water, sewage, [air-conditioning,] energy, telecommunications, television, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

[Sports Pitch Licence]: attached to this lease at Annex 3

Third Party Rights: all rights, covenants and restrictions affecting the Property including the matters referred to at the date of this lease in [the property register [and [entry **OR** entries] [ENTRY NUMBER(S)] of the charges register] of title number [LANDLORD'S FREEHOLD REGISTERED TITLE NUMBER **OR** RELEVANT MATTERS AFFECTING AN UNREGISTERED REVERSION]. **Termination Date:** the date on which the Term ends

Transaction: is:

- (a) any dealing with this lease or the devolution or transmission of or parting with possession of any interest in it;
- (b) the creation of any underlease or other interest out of this lease or out of any interest or underlease derived from it and any dealing, devolution or transmission of or parting with possession of any such interest or underlease; or
- (c) the making of any other arrangement for the occupation of the Property.

Utilities: electricity, gas, water, sewage, air-conditioning, heating, energy, telecommunications, data and all other services and utilities.

Utility Costs: all costs in connection with the supply or removal of Utilities to or from the Property (or a fair proportion of the total cost if any of those costs are payable in respect of the Property together with any other property).

VAT: value added tax [or any equivalent tax] chargeable in the UK.

- 1.2 A reference to this **lease**, except a reference to the date of this lease or to the grant of this lease, is a reference to this deed and any deed, licence or other instrument supplemental to it.
- 1.3 A reference to the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease. A reference to the **Tenant** includes a reference to the Tenant's personal representatives, successors in title and assigns.
- 1.4 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England and Wales.

- 1.5 Any obligation in this lease on the Tenant not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.6 The expression **landlord covenant** and **tenant covenant** each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
- 1.7 A reference to the **term** is to the Contractual Term [and statutory continuation of this lease].
- 1.8 A reference to the **end of the term** is to the end of the term however it ends.
- 1.9 Unless the context otherwise requires, references to the **Property** are to the whole and any part of it.
- 1.10 Unless the context otherwise requires, any words following the terms **including**, **include**, **in particular**, **for example**, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition preceding those terms.
- 1.11 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.12 A reference to **writing** or **written** excludes fax and e-mail.
- 1.13 For the purposes of the definition of **Insolvency Event**:
- (a) where any of the paragraphs in that definition apply in relation to:
 - (i) a partnership or limited partnership (as defined in the Partnership Act 1890 and the Limited Partnerships Act 1907 respectively), that paragraph shall apply subject to the modifications referred to in the Insolvent Partnerships Order 1994 (SI 1994/2421) (as amended); and
 - (ii) a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000), that paragraph shall apply subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (SI 2001/1090) (as amended); and
 - (iii) **Insolvency Event** includes any analogous proceedings or events that may be taken pursuant to the legislation of another jurisdiction in relation to a tenant or guarantor incorporated or domiciled in such relevant jurisdiction.
- 1.14 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

- 1.15 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.16 A reference to laws in general is a reference to all local, national and directly applicable supranational laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.17 Unless otherwise specified, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that legislation or legislative provision and all orders, notices, codes of practice and guidance made under it.
- 1.18 The Schedules form part of this lease and shall have effect as if set out in full in the body of this lease. Any reference to this lease includes the Schedules.
- 1.19 Clause, Schedule and paragraph headings shall not affect the interpretation of this lease.
- 1.20 References to clauses and Schedules are to the clauses and Schedules of this lease and references to paragraphs are to paragraphs of the relevant Schedule.

2. Grant

- 2.1 The Landlord lets the Property with limited title guarantee to the Tenant for the Contractual Term.
- 2.2 The grant is made together with the Rights set out in clause 3, excepting and reserving to the Landlord, the Reservations set out in clause 4, and subject to the Third Party Rights.
- 2.3 The grant is made in consideration of the Tenant paying to the Landlord the following sums as rent:
- (a) the Rent;
 - (b) all interest payable under this lease; and
 - (c) all other sums due under this lease.

3. The Rights

- 3.1 The Landlord grants the Tenant the following right[s] for all purposes connected with the Tenant's use of the Property:
- 3.2 The Rights are granted insofar as the Landlord is able to grant them and in common with the Landlord and all persons authorised by the Landlord or otherwise entitled to exercise such (or similar) rights.

- 3.3 [The Tenant shall have the non-exclusive right, along with members of the public, to access the car park, the location of which is shown on plan [] , during its usual opening hours.]

4. The Reservations

- 4.1 The following rights are excepted and reserved from this lease to the Landlord for the benefit of the Pavilion Building and the Landlord's Retained Parts :

- (a) rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the term;
- (b) the right to use and to connect into Service Media at the Property which are in existence at the date of this lease or which are installed or constructed during the term ;
- (c) at any time during the term, the full and free right to develop the Landlord's Neighbouring Property [and any neighbouring or adjoining property in which the Landlord acquires an interest during the term] as the Landlord may think fit;
- (d) the right to erect scaffolding at the Property and attach it to any building or structure on the Property in connection with any of the Reservations;
- (e) the right to build on or into any boundary wall of the Property in connection with any of the Reservations; [and]
- (f) the right to re-route any Service Media on the Landlord's Neighbouring Property and serving the Property [or re-route any means of access to or egress from the Property across the Landlord's Neighbouring Property]; [and]

notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them result in a reduction in the flow of light or air to the Property or loss of amenity for the Property provided that they do not materially affect the use and enjoyment of the Property

- 4.2 The Landlord reserves the right to enter the Property, having given reasonable notice to the Tenant (except in the case of an emergency when no notice is required), with its workers, contractors, agents or professional advisers:

- (a) to repair, maintain or replace any Service Media or structure relating to any of the Reservations;
- (b) to inspect its condition and state of repair following which the Landlord may give the Tenant a notice of any breach of any of the Tenant covenants of this lease relating to the condition or repair of the Property;
- (c) to carry out any works needed to remedy the breach set out in any notice served under clause 4.2(b) if the works have not been carried out by the Tenant to the

reasonable satisfaction of the Landlord within the time period specified in the notice; and

- (d) for any other purpose mentioned in or connected with:
 - (i) this lease;
 - (ii) the Reservations; and
 - (iii) the Landlord's interest in the Property [and the Landlord's Neighbouring Property].

4.3 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.

4.4 No party exercising any of the Reservations, nor its workers, contractors, agents and professional advisors, shall be liable to the Tenant or to any undertenant or other occupier of or person at the Property for any loss, damage, injury, nuisance or inconvenience arising by reason of its exercising any of those Reservations except for:

- (a) physical damage to the Property, which they shall make good to the [reasonable] satisfaction of the Tenant; or
- (b) any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.

5. Tenant covenants

The Tenant covenants with the Landlord to observe and perform the covenants in Schedule 2 of this lease.

6. Landlord covenant

The Landlord covenants with the Tenant to observe and perform the covenant in Schedule 3 of this lease.

7. Re-entry and Forfeiture

7.1 The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any of the following occurs:

- (a) any Rent or any other rent due under this lease is wholly or partly unpaid 21 days after becoming payable;
- (b) any breach of any condition of, or tenant covenant in, this lease
- (c) An Insolvency Event.

7.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause, this lease shall immediately end, but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant by the Tenant.

7.3 Before commencing any proceedings for forfeiture of this lease, the Landlord shall:

- (a) give notice of the breach complained of to any mortgagee of this lease of whom the Landlord has received written notice; and
- (b) if the mortgagee confirms in writing to the Landlord within 14 days of the notice that it wishes to remedy the breach, allow the mortgagee 28 days (or such longer time as may be reasonable in view of the nature of the breach) to remedy the breach.]

8. Landlord to enter wayleave

8.1 Subject to clause 8.2, at the request of the Tenant, the Landlord must enter into any wayleave with an operator to whom a direction applies under section 106(3) of the Communications Act 2003 that is required to enable the Tenant to connect any Data Service Media to that operator's electronic communications network (as defined by section 32 of the Communications Act 2003) pursuant to the Rights.

8.2 The Landlord's obligation in clause 8.1 is subject to the Tenant:

- (a) obtaining the Landlord's prior approval (not to be unreasonably withheld or delayed) to the route of such Data Service Media and to the form and terms of the wayleave; and
- (b) paying the Landlord's reasonable and proper costs in connection with such approval and entering into such wayleave on a full indemnity basis (including any irrecoverable VAT).

9. Set-off

The Rent and all other amounts due under this lease shall be paid by the Tenant in full without any set-off, counterclaim, deduction or withholding (other than as required by law).

10. Section 62 of the Law of Property Act 1925, implied rights and existing appurtenant rights

10.1 The grant of this lease does not create by implication any easements or other rights for the benefit of the Property or the Tenant and the operation of section 62 of the Law of Property Act 1925 is excluded.

11. Joint and several liability

Where the Landlord or the Tenant is more than one person, those persons shall in each case be jointly and severally liable for their respective obligations and liabilities arising under this lease. The Landlord may take action against, or release or compromise the liability of, or grant any time or other indulgence to, any one of the persons comprising the Tenant, without affecting the liability of any other of them.

12. Entire agreement

12.1 This lease and any documents annexed to the entire agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to their subject matter.

12.2 Each party acknowledges that in entering into this lease and any documents annexed to it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently)

12.3 Nothing in this lease constitutes or shall constitute a representation or warranty that the Property may lawfully be used for any purpose allowed by this lease.

12.4 Nothing in this clause shall limit or exclude any liability for fraud.

13. Notices

13.1 A notice given under or in connection with this lease shall be:

- (a) in writing and for the purposes of this clause a fax or an e-mail is not in writing;
- (b) given to the Landlord by sending it by prepaid first-class post or other next working day delivery service to [the registered office of the Landlord (if the Landlord is a company) **OR** [ADDRESS FOR SERVICE]];
- (c) given to the Tenant by:
 - (i) leaving it at the Property; or
 - (ii) sending it by prepaid first-class post or other next working day delivery service at the Property.

13.2 If a notice is given in accordance with clause 12.1, it shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address; or
- (b) if sent by prepaid first-class post or other next working day delivery service, on the [second] working day after posting.

13.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

14. Contracts (Rights of Third Parties) Act 1999

This lease does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999.

15. VAT

Any obligation to pay money refers to a sum exclusive of VAT and the amount of any VAT payable in addition (whether by the Landlord or by the Tenant) shall be paid by the Tenant.

16. Governing law

This lease and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

17. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have [exclusive **OR** non-exclusive] jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this lease or its subject matter or formation.

18. Exclusion of sections 24-28 of the Landlord and Tenant Act 1954

18.1 The parties confirm that:

- (a) the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the Landlord and Tenant Act 1954 (LTA 1954), applying to the tenancy created by this lease, [not less than 14 days] before [this lease **OR** [DETAILS OF AGREEMENT FOR LEASE]] was entered into [a certified copy of which notice is annexed to this lease];
- (b) [the Tenant **OR** [NAME OF DECLARANT] who was duly authorised by the Tenant to do so] made a [statutory] declaration dated [DATE] in accordance with the requirements of section 38A(3)(b) of the LTA 1954 [a certified copy of which [statutory] declaration is annexed to this lease] [;and **OR** .]
- (c) [there is no agreement for lease to which this lease gives effect.]

18.2 The parties agree that the provisions of sections 24 to 28 of the LTA 1954 are excluded in relation to the tenancy created by this lease.

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

Schedule 1 The Property

1. The land and building[s] known as [ADDRESS OF PROPERTY] shown edged red on the Plan including:
 - 1.1 [the inner half (severed vertically) of any party walls dividing the Property from any other property;]
 - 1.2 all Service Media within and exclusively serving the Property;
 - 1.3 all Landlord's fixtures and fittings in the Property (if any); [and]
 - 1.4 all additions and improvements to the Property whenever made[; and **OR** .]
 - 1.5 [ADDITIONAL ELEMENTS]

Schedule 2 Tenant Covenants

1. Rent

- 1.1 To pay the Rent to the Landlord by four equal instalments in advance b on or before the Rent Payment Date by standing order or by any other method that the Landlord from time to time requires by giving notice to the Tenant.
- 1.2 The first instalment of the Rent shall be paid on the date of this lease and shall be the proportion, calculated on a daily basis, of the Rent payable beginning on the date of this lease and ending on the day before the next Rent Payment Date.

2. Interest on late payment

To pay interest to the Landlord at the Default Interest Rate (both before and after any judgment) on any Rent or other payment due under this lease and not paid within 21 days following the date it is due (whether it has been formally demanded or not) . Such interest shall accrue on a daily basis for the period beginning on the due date and ending on the date of payment.

3. Rates and taxes

- 3.1 To pay all present and future rates, taxes and other impositions and outgoings payable in respect of the Property, its use and any works carried out.
- 3.2 Not to make any proposal to alter the rateable value of the Property (or that value as it appears on any draft rating list) without the approval of the Landlord..

4. Utilities

- 4.1 To pay all costs in connection with the supply and removal of electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the Property.
- 4.2 To comply with all laws and with any recommendations of the relevant suppliers relating to the use of those services and utilities and the Service Media at or serving the Property.

5. Common items

- 5.1 To pay the Landlord on demand a fair proportion of all costs payable for the maintenance, repair, lighting, cleaning and renewal of all Service Media, structures and other items used or capable of being used by the Property in common with other property.
- 5.2 To comply with all reasonable regulations the Landlord may make from time to time in connection with the use of any of those Service Media, structures or other items.

6. Costs

- 6.1 To pay to the Landlord on demand the costs and expenses including any solicitors', surveyors' or other professionals' fees, costs and expenses and any VAT on them reasonably incurred by the Landlord (both during and after the end of the term) in connection with or in contemplation of any of the following:
- (a) the enforcement of the tenant covenants of this lease;
 - (b) preparing and serving any notice in connection with this lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of those sections, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court;
 - (c) preparing and serving any notice under clause 4.2(b).

7. Prohibition of dealings

- 7.1 Except as expressly permitted by clause 8, clause 9 and clause 10, the Tenant must not:
- 7.2 assign, underlet, charge, part with or share possession or occupation of the whole or part of either this lease or the Property.

8. Assignments

- 8.1 The Tenant may assign the whole of this lease to another sports club with the consent of the Landlord (such consent not to be unreasonably withheld)
- 8.2 The Landlord and the Tenant agree that, for the purposes of section 19(1A) of the LTA 1927, the Landlord may refuse its consent to an assignment if any of the following circumstances exist (provided that, in the case of each circumstance that does exist, it is reasonable and appropriate to do so):
- 8.3 any of the Annual Rent, Service Charge or Insurance Rent is outstanding (provided that such outstanding sum is not the subject of a legitimate dispute with the Landlord); or
- 8.4 the assignee is not of sufficient financial strength to enable it to comply with the Tenant's covenants and conditions in this lease.
- 8.5 Nothing in this clause shall prevent the Landlord from giving consent subject to any other reasonable condition nor from refusing consent to an assignment in any other circumstance where it is reasonable to do so.

9. Charging

9.1 The Tenant may not charge the whole of this lease without the consent of the Landlord.

10. Underletting

10.1 The Tenant may underlet the whole of the Property in accordance with this clause 10 and with the consent of the Landlord (such consent not to be unreasonably withheld)

10.2 The Tenant must not underlet the whole of the Property:

- (a) together with any property, or any right over property, that is not included within this lease;
- (b) at a fine or premium or reverse premium;
- (c) allowing any rent-free period to the undertenant that exceeds the period that is then usual in the open market for such a letting;
- (d) unless the underlease has first been validly excluded from the provisions of the LTA 1954 (where it is a lease that might otherwise acquire security of tenure under Part II of the LTA 1954);
- (e) for a term that will expire by effluxion of time later than three days before the Contractual Term expires by effluxion of time;
- (f) unless the undertenant has first entered into a direct covenant in favour of the Landlord to observe and perform the tenant covenants in the underlease and any document that is collateral or supplemental to it; and

10.3 Any underletting by the Tenant must include:

- (g) an agreement between the Tenant and the undertenant that the provisions of sections 24 to 28 of the LTA 1954 are excluded from applying to the tenancy created by the underlease
- (h) the reservation of a rent which is not less than the open market rental value of the Property, at the date on which the Landlord grants consent to the underletting and which is payable at the same times as the Rent under this lease
- (i) a covenant by the undertenant not to:
 - (i) assign or charge the whole or any part of the underlease;
 - (ii) part with, share possession or share occupation of the whole or any part of the underlet property;
 - (iii) underlet the whole or part only of the underlet property;
- (j) a covenant to comply with the terms of this lease except the covenant to pay the Annual Rent; and

- 18.3 Any underletting by the Tenant must otherwise be:
- (a) by deed;
 - (b) consistent with and include tenant covenants no less onerous than those in this lease excluding the covenant in this lease to pay the Annual Rent; and
 - (c) in a form approved by the Landlord (such approval not to be unreasonably withheld).
- 18.4 In relation to any underlease granted by the Tenant, the Tenant must:
- (a) not vary the terms of the underlease nor accept a surrender of the underlease without the consent of the Landlord (such consent not to be unreasonably withheld);
 - (b) enforce the tenant covenants in the underlease and not waive any of them nor allow any reduction in the rent payable under the underlease; and

11. Registration and notification of dealings and occupation

- 11.1 In this clause a **Transaction** is any assignment of, or charging of, the whole of this lease.
- 11.2 No later than one month after a Transaction the Tenant shall:
- (a) give the Landlord's solicitors notice of the Transaction; [and]
 - (b) deliver two certified copies of any document effecting the Transaction to the Landlord's solicitors; and
 - (c) pay the Landlord's solicitors a reasonable registration fee of not less than £75.
- 11.3 If the Landlord so requests, the Tenant shall promptly supply the Landlord with full details of the occupiers of the Property and the terms on which they occupy it.

12. Repair

- 12.1 To keep the Property in good repair and condition throughout the term
- 12.2 keep the Property clean, tidy and clear of rubbish and graffiti;
- 12.3 To ensure that any Service Media within and exclusively serving the Property are kept in good working order.
- 12.4 The Tenant's obligations under clause 12.1 shall not require the Tenant to put the Property into any better state of repair or condition than it was in at the date of this lease as evidenced by the Schedule of Condition in Annex 2..
- 12.5 keep any part of the Property which may not be built upon ("Open Land") in good condition and free from weeds and any landscaped areas properly cultivated and;

- (a) Not to deposit or permit to be deposited any waste, rubbish or refuse on the Open Land.
 - (b) Not to keep or store on the Open Land any vehicle, caravan or mobile dwelling.
- 12.6 Not to bring keep store stack or lay out any materials equipment plant bins crates cartons boxes or any receptacle for waste or any other item which is or might become untidy unclean unsightly or in any way detrimental to the Property or the Common Parts;
- 12.7 Not to cause any land roads or pavements abutting the Property to be untidy or in a dirty condition and in particular (but without prejudice to the generality of the above) not to deposit on them refuse or other materials where the use of pipes boundary structures or other things is common to the Property and other property to be responsible for and to indemnify the Landlord against all sums due from and to undertake all work that is the responsibility of the Tenant or occupier of the Property in relation to those pipes or other things subject to contributions according to user from the owners of the adjoining property who use the same
- 12.8 To maintain any notices erected by the Tenant at the entrance to the Property in good order
- 12.9 Not to carry out any maintenance or other works to any of the trees now or hereafter planted at the Property without the previous written consent of the Landlord or its nominated contractor
- 12.10 To ensure that any waste and recycling store at the Property is properly enclosed at all times and in such manner as shall be specified by the Landlord from time to time
- 12.11 To ensure that throughout the Term a suitable trade waste agreement is entered into with a licensed trade waste management provider and that the agreement is used by the Tenant on a regular basis

13. Decoration

- 13.1 The Tenant must at least once in every five years of the term and in the final year of the term howsoever determined to paint and decorate in a proper and workmanlike manner all the external and internal parts of the Pavilion Building heretofore or usually painted and decorated with materials of suitable quality provided also that the painting and decorating carried out in the final year of the term has been previously approved in writing by the Landlord

14. Alterations

- 14.1 Except as permitted by this **Error! Bookmark not defined.**14, the Tenant must not make any:

- (a) alteration or addition to the Property; or
- (b) opening in any boundary of the Property.

14.2 Any alterations permitted by this clause are subject to clause 14.7

14.3 The Tenant may make internal non-structural alterations to the Property with the consent of the Landlord (such consent not to be unreasonably withheld or delayed).

14.4 The Tenant may carry out minor alterations to the Property provided that:

- (a) those alterations do not adversely impact on the structural integrity of the Property; and
- (b) the Tenant obtains the consent of the Landlord (such consent not to be unreasonably withheld or delayed).

14.5 The Tenant may install any Service Media at the Property or alter the route of any Service Media at the Property with the consent of the Landlord (such consent not to be unreasonably withheld or delayed).

14.6 The Tenant must not carry out any alteration to the Property which would , or may reasonably be expected to, have an adverse effect on the asset rating in any Energy Performance Certificate for the Property.

15. Compliance with laws and notices

15.1 The Tenant shall comply with all laws relating to:

- (a) the Property and the occupation and use of the Property by the Tenant;
- (b) the use or operation of all Service Media and machinery and equipment at or serving the Property whether or not used or operated, and shall, where necessary, replace or convert such Service Media within or exclusively serving the Property so that it is capable of lawful use or operation;
- (c) any works carried out at the Property; and
- (d) all materials kept at or disposed from the Property.

15.2 Without prejudice to any obligation on the Tenant to obtain any consent or approval under this lease, the Tenant shall carry out all works that are required under any law to be carried out at the Property whether by the owner or the occupier.

15.3 Within five working days after receipt of any notice or other communication affecting the Property (and whether or not served pursuant to any law) the Tenant shall:

- (a) send a copy of the relevant document to the Landlord; and
 - (b) take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may require.
- 15.4 The Tenant shall comply with its obligations under the CDM Regulations, including all requirements in relation to the provision and maintenance of a health and safety file. The Tenant shall maintain the health and safety file for the Property in accordance with the CDM Regulations and shall give it to the Landlord at the end of the term.
- 15.5 The Tenant shall supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations.
- 15.6 The Tenant shall comply with all Byelaws
- 15.7 As soon as the Tenant becomes aware of any defect in the Property, it shall give the Landlord notice of it. The Tenant shall indemnify the Landlord against any liability under the Defective Premises Act 1972 in relation to the Property by reason of any failure of the Tenant to comply with any of the tenant covenants in this lease.
- 15.8 To give the Landlord full particulars of any notice order or proposal affecting any neighbouring property as soon as the Tenant is aware of it.
- 15.9 The Tenant must keep:
 - (a) the Property equipped with all fire prevention, detection and fighting machinery and equipment and fire alarms which are required under all relevant laws or required by the insurers of the Property [or recommended by them] or reasonably required by the Landlord; and
 - (b) that machinery, equipment and alarms properly maintained and available for inspection.

16. Energy Performance Certificates

- 16.1 The Tenant must:
 - (a) co-operate with the Landlord so far as is reasonably necessary to allow the Landlord to obtain an Energy Performance Certificate and Recommendation Report for the Property [including providing the Landlord with copies of any plans or other information held by the Tenant that would assist in obtaining an Energy Performance Certificate and Recommendation Report]; and

- (b) allow such access to any Energy Assessor appointed by the Landlord as is reasonably necessary to inspect the Property for the purposes of preparing an Energy Performance Certificate and Recommendation Report for the Property.
- 16.2 The Tenant must not commission an Energy Performance Certificate for the Property unless required to do so by the EPC Regulations.
- 16.3 Where the Tenant is required by the EPC Regulations to commission an Energy Performance Certificate for the Property, the Tenant must at the request of the Landlord either:
 - (a) commission an Energy Performance Certificate from an Energy Assessor approved by the Landlord; or
 - (b) pay the costs of the Landlord of commissioning an Energy Performance Certificate for the Property.
- 16.4 The Tenant must deliver to the Landlord a copy of any Energy Performance Certificate and Recommendation Report for the Property that is obtained or commissioned by the Tenant or any other occupier of the Property.
- 17. Encroachments, obstructions and acquisition of rights**
- 17.1 If a third party makes or attempts to make any encroachment over the Property or takes any action by which a right may be acquired over the Property, the Tenant shall:
 - (a) immediately inform the Landlord and if the Landlord reasonably so requests, shall give the Landlord notice of that encroachment or action, or such other confirmation as the Landlord reasonably requires; and
 - (b) do such acts and things as the Landlord reasonably requires to prevent or license the continuation of that encroachment or action.
- 17.2 The Tenant shall not obstruct the flow of light or air to the Property nor obstruct any means of access to the Property.
- 17.3 The Tenant shall not make any acknowledgement that the flow of light or air to the Property or that the means of access to the Property is enjoyed with the consent of any third party.
- 17.4 If any person takes or threatens to take any action to obstruct the flow of light or air to the Property or obstruct the means of access to the Property, the Tenant shall:
 - (a) immediately inform the Landlord and if the Landlord reasonably so requests, shall give the Landlord notice of that action or obstruction, or such other confirmation as the Landlord reasonably requires; and

- (b) do such acts and things that the Landlord reasonably requires to prevent or secure the removal of the obstruction.

18. Notify defects

To give notice to the Landlord of any defect in, or want of repair or damage to, the Property for which the Landlord may be responsible under this lease or any law, as soon as the Tenant becomes aware of it.

19. Third Party Rights

- 19.1 To comply with all obligations on the Landlord relating to the Third Party Rights insofar as they relate to the Property and not do anything (even if otherwise permitted by this lease) that may interfere with any Third Party Right.
- 19.2 To allow the Landlord and any other person authorised by the terms of any Third Party Right to enter the Property in accordance with its terms.

20. Remedy breaches

- 20.1 If the Landlord has given the Tenant notice under clause 4.2(b), of any breach of any of the Tenant covenants in this lease relating to the repair or condition of the Property, to carry out all works needed to remedy that breach as quickly as possible, and in any event within the time period specified in the notice (or immediately if works are required as a matter of emergency) to the reasonable satisfaction of the Landlord.
- 20.2 To pay to the Landlord on demand the costs [properly] incurred by the Landlord in carrying out any works pursuant to clause 4.2(c) (including any solicitors', surveyors' or other professionals' costs and expenses, and any VAT on them, assessed on a full indemnity basis).

21. Indemnity

- 21.1 To indemnify the Landlord against all liabilities, expenses, costs, (including but not limited to any solicitors', surveyors' or other professionals' costs and expenses, and any VAT on them, assessed on a full indemnity basis), claims, damages and losses (including but not limited to any diminution in the value of the Landlord's interest in the Property and loss of amenity of the Property) suffered or incurred by the Landlord arising out of or in connection with:
 - (a) any breach of any of the Tenant covenants of this lease; or
 - (b) any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person at the Property with the express or implied authority of any of them.

22. Returning the Property to the Landlord

- 22.1 The Tenant must return the Property to the Landlord on the Termination Date with vacant possession and in the repair and condition required by this lease.
- 22.2 The Tenant must return all keys to the Landlord and where applicable provide alarm codes to the Landlord.
- 22.3 the Tenant must by the Termination Date:
- 22.4 return all keys to the Landlord and alarm codes to the Landlord
- 22.5 remove:
 - (a) any tenant's fixtures from the Property;
 - (b) any alterations to the Property undertaken by or for any tenant during or in anticipation of this lease
 - (c) any Signs erected by the Tenant at the Pavilion Building; and
 - (d) make good any damage caused to the Pavilion Building by the removal of those items and alterations.
- 22.6 On or before the Termination Date, the Tenant must remove from the Property all chattels belonging to or used by it.
- 22.7 The Tenant:
- 22.8 irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels or items fixed to the Building by the Tenant and left by the Tenant for more than ten working days after the Termination Date; and
- 22.9 must indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.
- 22.10 The Landlord shall not be liable to the Tenant by reason of that storage or disposal.

23. Use

- 23.1 the Tenant must use the Property for the purposes of
 - (a) [local community/club house, changing facilities, bar, kitchen dining, storage/public toilets]

- (b) Use in connection with the Tenant's business of sports club including those that support the Recreation Ground Community, Friends Group, the promotion of the park use, health and wellbeing and sports activities
- 23.2 the Tenant may grant licences to the hire of:
 - (a) part or whole of the Property;
 - (b) part or the whole of the Property to local community groups at a reasonable cost on an hourly basis PROVIDED that
 - (c) the arrangement in subclauses (a) and (b) must be a licence, personal to the parties, consistent with the terms of this lease and not create any relationship of landlord and tenant.
- 23.3 The Tenant may use the Property for tournaments, competitions, events and training and courses in connection with sporting activities and any such other ancillary uses as the Landlord may first approve in writing
- 23.4 Not to do anything at the Property which may be or become a nuisance, or cause loss, damage or injury, to the Landlord, other tenants or occupiers of the Pavilion Building or the occupiers of any neighbouring property
- 23.5 Not to use the Property for any noisy, offensive, illegal or immoral purpose.
- 23.6 Not to use the Property as a betting shop or an amusement arcade or otherwise for the purposes of gaming or gambling;
- 23.7 Not to hold any auction at the Property;
- 23.8 Not allow any noise, music, flashing lights, fumes or smells to emanate from the Property so as to cause a nuisance or annoyance to any other tenants or occupiers of the Pavilion Building or any property that neighbours the Pavilion Building;
- 23.9 No to store, sell or display any offensive, dangerous, illegal, explosive or highly flammable items at the Property;
- 23.10 not store any liquified gas, petrol or other flammable spirit or dangerous or explosive substance within the Property or Receptions Ground unless it has the prior written consent of the Landlord, and it is suitably stored within a fire resistant COSHH cabinet. The Landlord shall permit the Tenant to store a petrol mower and fuel within the Property on the basis it is stored within a fire resistant COSHH cabinet.
- 23.11 Not to overload any structural part of the Property nor any Service Media, machinery or equipment at or serving the Property.

- 23.12 place or keep any items on any external part of the Property or on the Common Parts;
- 23.13 keep any pets or any other animal, bird, fish, reptile or insect at the Property (except guide dogs or other animals used as aids provided they are not kept at the Property overnight or left unattended); or
- 23.14 allow any person to sleep at or reside on the Property
- 23.15 The Tenant shall answer in writing, as soon as reasonably practicable, any reasonable written questions that the Landlord raises in respect of the use or uses to which the Property, or any part of it, is put.

24. Keyholders and Security

- 24.1 The Tenant must provide to the Landlord in writing the names, addresses, email addresses and telephone numbers of at least two people who each:
 - (a) hold a full set of keys for the Property;
 - (b) hold all the access codes for the Tenant's security systems (if any) at the Property; and
 - (c) may be contacted in case of emergency at any time outside the Tenant's usual business hours.
- 24.2 The Tenant must ensure that the Pavilion Building is kept secure at all times and to take all reasonable steps to prevent any unauthorised access or acts of vandalism
- 24.3 The Tenant must ensure that in the event of a security alarm system being installed at the Property then at least two named persons are available to attend the Property at short notice in order to deal with any matters arising

25. Insurance

- 25.1 The Tenant must effect and maintain insurance of the Property (with reputable insurers) at its own cost in the joint names of the Landlord and the Tenant. Such insurance shall be against loss or damage caused by any of the Insured Risks for the full Reinstatement Cost subject to:
 - a. any reasonable exclusions, limitations, conditions or excesses that may be imposed by the insurer;

- b. and insurance being available on reasonable terms in the London insurance market.
- c. In relation to any insurance effected by the Tenant under this paragraph

25.2. In relation to any insurance effected by the Tenant under this paragraph at the request of the Landlord, to supply the Landlord with:

- (ii) a copy of the current insurance policy and schedule;
- (iii) a copy of the application form for the policy; and
- (iv) a copy of the receipt for the current year's premium.

25.3 to forward to the Landlord a copy of the insurance certificate within 14 days of its renewal;

- a. to notify the Landlord of any change in the scope, level or terms of cover as soon as reasonably practicable after the Tenant has become aware of the change;
- b. if requested by the Landlord in writing, to use reasonable endeavours to procure that the interest of any Landlord's mortgagee is noted on the insurance policy, either by way of a general noting of mortgagees' interests under the conditions of the insurance policy, or specifically.

25.2 To inform the Landlord and inform the insurer of the property immediately that it becomes aware of:

- a. any matter which occurs in relation to the Tenant or the Property that any insurer or underwriter may treat as material in deciding whether or on what terms, to insure or continue insuring the Property;
- b. any damage or loss that relates to the Property; and
- c. any other event occurs which might affect any insurance policy relating to the Property.

26 Rebuild following damage or destruction

26.1 If the Property or any part of it is damaged or destroyed by an Insured Risk, the Tenant shall:

- a. promptly notify the Landlord and make a claim under the insurance policy for the Property;
 - b. notify the Landlord immediately if the insurer indicates that the Reinstatement Cost will not be recoverable in full under the insurance policy;
 - c. promptly take such steps as may be necessary and proper to obtain all planning and other consents that are required to repair (or as the case may be) rebuild or reinstate the Property;
- 26.2. Subject to obtaining such consents as required under paragraph 26.1(c) of Schedule 2, the Tenant shall:
- a. use all insurance money received to repair the damage in respect of which the money was received or (as the case may be) to rebuild or reinstate the Property and make good any shortfall out of the Tenant's own monies
 - b. reinstate or rebuild the Property in a manner equivalent in size, quality, layout and facilities to the Property before the damage. If the relevant consents cannot be obtained then to reinstate or rebuild the Property in a manner and with facilities that are reasonably equivalent to those previously at the Property provided always that:
 - i. the Tenant shall obtain the Landlord's prior approval to any alterations proposed to the size, quality or layout of the Property, such consent not to be unreasonably withheld or delayed;
 - ii. the Property shall be rebuilt or reinstated to the reasonable satisfaction of the Landlord.

27 Public Liability Insurance

- a. The Tenant will maintain public liability insurance in a sum not less than TEN MILLION POUNDS (£10,000,000) per claim, the number of claims to be unlimited
- b. The Tenant will maintain contents insurance in respect of the Property

28 Regulations

- a. The Tenant must observe all reasonable and proper regulations made by the Landlord from time to time in accordance with the principles of good estate management and notified to the Tenant relating to the use of the Building, the

Landlord's Neighbouring Property and any other neighbouring or adjoining property provided that:

- i. such regulations do not materially interfere with the Tenant's use of the Property for the Permitted Use and the Tenant's exercise of the Rights; and
- ii. if there is any conflict between such regulations and the terms of this lease, the terms of this lease shall prevail.

29 Exercise of the Rights

- a. The Tenant must exercise the Rights:
- b. only in connection with the Tenant's use of the Property for the Permitted Use
 - i. in accordance with any regulations made by the Landlord and
 - ii. in compliance with all laws relating to the Tenant's use of the Pavilion Building and any other neighbouring or adjoining property pursuant to the Rights.
 - iii. promptly make good any damage caused by reason of the Tenant exercising that right.

30 Allow entry

- a. the Tenant must allow all those entitled to exercise any right to enter the Property:
- b. except in the case of an emergency (when no notice shall be required), after having given reasonable notice (which need not be in writing) to the Tenant;
- c. at any reasonable time (whether or not during usual business hours); and
- d. with their workers, contractors, agents and professional advisers.
- e. The Tenant must allow any person authorised by the terms of a Third Party Right to enter the Property in accordance with that Third Party Right

31 Access of Landlord and notice to repair

- a. The Tenant shall permit the Landlord its agents, contractors and employees:

- (a) to enter upon the Property if required upon giving the Tenant notice of 24 hours save in the case of an emergency for the purpose of ascertaining that the covenants and conditions of this Lease have been observed and performed
 - (b) to view the state of repair and condition of the Property and
 - (c) to give to the Tenant (or leave upon the Property) a notice specifying any repairs cleaning maintenance or painting that the Tenant has failed to execute in breach of the terms of this Lease and to request the Tenant immediately to execute the same and immediately to repair cleanse maintain and paint the Property as required by such notice
- b. If within one month of the service of such a notice the Tenant shall not have commenced and be proceeding diligently with the execution of the work referred to in the notice or shall fail to complete the work within two months to permit the Landlord to enter the Property to execute such works as may be necessary to comply with the notice and to pay to the Landlord the reasonable cost of so doing and all reasonable expenses incurred by the Landlord (including legal costs and surveyor's fees) within 14 days of a written demand.

32 Child Protection and Vulnerable People Policy

- a. The Tenant shall ensure that at all times all Disclosure and Barring Searches and the Child Protection Policies and Vulnerable Persons Policies of all relevant accredited sports governing bodies are complied with and copies of such policies are provided to the Landlord on demand and the Tenant will keep up to date records of the names and qualifications of its child welfare officers and to supply such records on an annual basis or on reasonable demand to the Landlord.

33 Aerials, signs and advertisements

- a. The Tenant shall not erect any pole mast or wire (whether in connection with telegraphic telephonic or television communication or otherwise) upon the Property without the prior written consent of the Landlord and upon obtaining planning consent to the proposed installation.
- b. The Tenant shall not affix to or exhibit on the outside of the Pavilion Building or to or through any window of the same nor display anywhere on the Property any placard sign notice fascia board or advertisement except any sign permitted by virtue of any consent given by the Landlord
- c. The Tenant shall, upon obtaining prior approval from the Landlord, and local Planning Authority, planning permission (if necessary), provide clear signage

to indicate the name of the pavilion, funders, sponsors and, where appropriate, details for those seeking membership or other point of contact information.

- d. The Tenant shall maintain signs to good order, with up-to-date information and be free of graffiti.
- e. The Tenant may not place any advertising on the Pavilion Building without having first obtained the written consent of the Landlord, the local planning authority, and planning permission (if so required).

34 Management

- a. To ensure that an annual general meeting of the Tenant is held in accordance with its constitution or rules and to provide annual reports and accounts for the use of the Recreation Ground in the form and manner specified from time to time by the Landlords approved officer and the Landlord shall be at liberty to use such information as it shall reasonably determine without any detriment to the Tenant
- b. To ensure that at all times throughout the duration of this Lease affiliation are maintained with the relevant governing bodies of all sporting activities taking place upon the Sports Pitches and to abide by the rules of such governing bodies at all times
- c. To display and maintain in a prominent position as some part of the Recreation Ground relevant contract details for the Tenant
- d. To ensure that an email contact address is made available to all of its members and separately to the Landlord and to notify the Landlord of any changes within a reasonable time of the same coming into effect
- e. To comply with the terms and conditions set out in within the Sports Statement at Annex 1
- f. to comply with terms of any Sport Pitch Licences granted from time to time

Schedule 3 Landlord Covenant

1. Quiet enjoyment

The Landlord covenants with the Tenant, that, so long as the Tenant pays the rents reserved by and complies with its obligations in this lease, the Tenant shall have quiet enjoyment of the Property without any interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this lease.

Schedule 4 Rent Review

1. Definitions

The following definitions apply in this Schedule.

Annual Rent: rent at an initial rate of £[AMOUNT] per annum and then as revised pursuant to this lease [and any interim rent determined under the LTA 1954].]

Base Rent: rent of £[AMOUNT] per annum.

Base RPI Month: [BASE MONTH AND YEAR FOR RPI CALCULATION].

Expert: an independent surveyor:

- (a) who is a Member or Fellow of the Royal Institution of Chartered Surveyors;
- (b) with [at least 10 years' post-qualification experience including] relevant experience in the subject matter of the dispute; and
- (c) appointed in accordance with paragraph 5 of this Schedule.

Interest Rate: the base rate from time to time of the Bank of England, or if that base rate stops being used or published then at a comparable commercial rate reasonably determined by the Landlord.

President: the president for the time being of the Royal Institution of Chartered Surveyors or a person acting on their behalf.]

Review Date: [DATE] and every anniversary of that date.

RPI: the Retail Prices Index or any official index replacing it.

Shortfall Payment Date: the date which is ten working days from and including the date] that the revised Annual Rent is calculated by the Landlord and notified to the Tenant.

2. Review of the Annual Rent

- 2.1 The Annual Rent shall be reviewed on each Review Date to the indexed rent determined pursuant to this Schedule.
- 2.2 The indexed rent for a Review Date shall be determined by multiplying the Base Rent by the [All Items] index value of the RPI for the month that falls two months before the month in which that Review Date falls, then dividing the product by the All Items index value of the RPI for the Base RPI Month.
- 2.3 The Landlord shall calculate the indexed rent as soon as reasonably practicable and shall give the Tenant written notice of the indexed rent as soon as it has been calculated.
- 2.4 As soon as practicable after the amount of the revised Annual Rent has been determined pursuant to this Schedule, a memorandum recording the amount shall be

signed by or on behalf of the Landlord, the Tenant and the guarantor. The parties shall each bear their own costs in connection with the memorandum.

3. Changes to the index

- 3.1 Subject to paragraph 3.2 of this Schedule, if there is any change to the methods used to compile the RPI, including any change to the items from which the [All Items index of the] RPI is compiled, or if the reference base used to compile the RPI changes, the calculation of the indexed rent shall be made taking into account the effect of this change.
- 3.2 The Landlord and the Tenant shall endeavour, within a reasonable time, to agree an alternative mechanism for setting the Annual Rent if either:
- (a) the Landlord or the Tenant reasonably believes that any change referred to in paragraph 3.1 of this Schedule would fundamentally alter the calculation of the indexed rent in accordance with paragraph 2.2 of this Schedule, and has given notice to the other party of this belief; or
 - (b) it becomes impossible or impracticable to calculate the indexed rent in accordance with paragraph 2.2 of this Schedule.

4. Late review of Annual Rent

If the revised Annual Rent has not been determined pursuant to this Schedule on or before the Review Date, the Tenant must:

- (a) continue to pay the Annual Rent at the rate payable immediately before that Review Date; and
- (b) on or before the Shortfall Payment Date, pay:
 - (i) the shortfall (if any) between the amount of Annual Rent that the Tenant has paid for the period from and including that Review Date and the amount of Annual Rent for that period that would have been payable had the revised Annual Rent been determined pursuant to this Schedule on or before that Review Date; and
 - (ii) interest at the Interest Rate on that shortfall. That interest shall be calculated on a daily basis by reference to the Rent Payment Dates on which parts of the shortfall would have been payable if the revised Annual Rent had been determined pursuant to this Schedule on or before that Review Date and the Shortfall Payment Date (or, if the Tenant pays the shortfall earlier than the Shortfall Payment Date, the date of that payment).

5. Determination by the Expert

- 5.1 Either party may at any time refer the revised Annual Rent for determination by the Expert in accordance with this paragraph 5 of this Schedule in the following circumstances:

- (a) where any question or dispute arises between the parties as to the amount of the Annual Rent payable or as to the interpretation, application or effect of any part of this Schedule; or
 - (b) where the Landlord and the Tenant fail to reach agreement under paragraph 3.2 of this Schedule.
- 5.2 The Landlord and Tenant shall agree on the appointment of an Expert and shall agree with the Expert the terms of their appointment.
- 5.3 If the Landlord and Tenant are unable to agree on an Expert or the terms of their appointment within 10 working days of either party serving details of a suggested expert on the other, either party shall then be entitled to request the President to appoint an Expert and agree with the Expert the terms of appointment.
- 5.4 The Expert shall be required to prepare a written decision including reasons and give notice (including a copy) of the decision to the parties within a maximum of 10 working days of the matter being referred to the Expert.
- 5.5 If the Expert dies or becomes unwilling or incapable of acting, or does not deliver the decision within the time required by this paragraph, then:
 - (a) either party may apply to the President to discharge the Expert and to appoint a replacement Expert with the required expertise; and
 - (b) this paragraph 5 of this Schedule shall apply to the new Expert as if they were the first Expert appointed.
- 5.6 The parties are entitled to make submissions to the Expert and must provide or procure that others provide the Expert with such assistance and documents as the Expert reasonably requires for the purpose of reaching a decision.
- 5.7 To the extent not provided for by this paragraph 5 of this Schedule, the Expert may in their reasonable discretion determine such other procedures to assist with the conduct of the determination as they consider just or appropriate
- 5.8 The Expert shall act as an expert and not as an arbitrator. The Expert shall determine the matter referred to the Expert under this lease. The Expert may award interest as part of their decision. The Expert's written decision on the matters referred to them shall be final and binding on the parties in the absence of manifest error or fraud.
- 5.9 The Landlord and Tenant must bear their own costs in relation to the reference to the Expert.
- 5.10 The Landlord and Tenant must bear the Expert's fees and any costs properly incurred by them in arriving at their determination (including any fees and costs of any advisers appointed by the Expert) equally or in such other proportions as the Expert shall direct.
- 5.11 If either the Landlord or the Tenant does not pay its part of the Expert's fees and expenses within [ten] working days of demand by the Expert, then:
 - (a) the other party may pay instead; and

- (b) the amount so paid shall be a debt of the party that should have paid and shall be due and payable on demand to the party that made the payment pursuant to paragraph 5.11(a) of this Schedule.

5.12 The Landlord and Tenant must act reasonably and co-operate to give effect to the provisions of this paragraph and otherwise do nothing to hinder or prevent the Expert from reaching their determination.

6. Time not of the essence

Time is not of the essence for the purposes of this Schedule.

Schedule 5 Service Charge

Part 1 Services

1. The Services are:
 - 1.1 Cleaning, maintaining, decorating and repairing the Retained Parts and cleaning the windows and other glass forming part of the Lettable Units provided that the Landlord's obligation in respect of cleaning the windows and other glass at the Lettable Units is limited to cleaning the external surfaces only of such windows and other glass.
 - 1.2 Lighting the Common Parts and cleaning, maintaining, repairing and replacing lighting machinery and equipment on the Common Parts
 - 1.3 Providing heating to the internal areas of the Common Parts [and the Lettable Units] during such periods of the year as the Landlord reasonably considers appropriate and cleaning, maintaining, repairing and replacing the heating machinery and equipment serving those areas.
 - 1.4 [Providing air conditioning for the internal areas of the Common Parts [and the Lettable Units] and cleaning, maintaining, repairing and replacing air-conditioning equipment serving those areas.]
 - 1.5 [Supplying hot and cold water to the Lettable Units.]
 - 1.6 Storing, compacting, recycling and disposing of refuse from the Building and cleaning, maintaining, repairing and replacing refuse bins on the Common Parts.
 - 1.7 Cleaning, maintaining, repairing and replacing signage for the Common Parts.
 - 1.8 Cleaning, maintaining, repairing, operating and replacing security machinery and equipment (including closed-circuit television) on the Common Parts.
 - 1.9 Cleaning, maintaining, repairing, operating and replacing fire prevention, detection and fighting machinery and equipment and fire alarms on the Common Parts.
 - 1.10 Keeping the lifts on the Common Parts in reasonable working order and cleaning, maintaining, repairing and replacing the lifts and lift machinery and equipment.
 - 1.11 [Keeping the escalators on the Common Parts in reasonable working order and cleaning, maintaining, repairing and replacing the escalators and escalator machinery and equipment.]

- 1.12 Providing, maintaining, repairing, replacing and operating wireless, phone, data transmission and other telecommunications systems and equipment in or on the Common Parts.
- 1.13 Cleaning, maintaining, repairing and replacing any signs or noticeboards in or on the Common Parts showing the names and logos of the tenants and other occupiers at the Building.
- 1.14 Maintaining the landscaped, ornamental, decorative and grassed areas and items in the Common Parts.
- 1.15 Cleaning, maintaining, repairing and replacing the floor coverings on the internal areas of the Common Parts.
- 1.16 Cleaning, maintaining, repairing and replacing the furniture and fittings on the Common Parts.
- 1.17 Cleaning, maintaining, repairing and replacing the furniture, fittings and equipment in the lavatories, washrooms, kitchens and utility areas on the Common Parts and providing hot and cold water, soap, paper, towels and other supplies for them.
- 1.18 Providing [security,] [reception,] cleaning and maintenance staff for the Common Parts.
- 1.19 Providing, maintaining, repairing, replacing and operating any loudspeakers, music and/or public-address systems at the Building.
- 1.20 [Controlling and regulating vehicular traffic using [the Car Park][,] [Service Areas][,] [Service Road] [and] any roadways or accessways forming part of the Building.]
- 1.21 [Gritting and clearing snow from [the Car Park][,] [Service Areas][,] [Service Road] [and] any roadways or accessways forming part of the Building.]
- 1.22 Controlling pests and vermin in or on the Common Parts.
- 1.23 Providing and maintaining any seasonal display, decoration or attraction on the Common Parts.
- 1.24 Effecting the following insurances in such amount and on such terms as the Landlord (acting reasonably) shall consider appropriate:
 - (a) engineering insurances in respect of any plant and machinery at the Common Parts [and the Lettable Units]; and
 - (b) employer's liability insurance against all liability of the Landlord to third parties arising out of or in connection with any matter involving or relating to the Building.

- 1.25 Any other service, amenity or facility that the Landlord may in its reasonable discretion (acting in accordance with the principles of good estate management) provide for the benefit of the tenants and occupiers of the Building.

Part 2 Service Costs

1. Subject to paragraph 11.10 of Part 4 of this Schedule, the Service Costs are the total of:
- 1.1 All of the reasonable and properly incurred costs of:
- (a) providing the Services;
 - (b) providing the Services in respect of any of the Retained Parts as the Landlord may in its reasonable discretion consider appropriate for the purposes of good estate management;
 - (c) the supply and removal of Utilities to and from the Retained Parts;
 - (d) reading any meters at the Building;
 - (e) complying with the recommendations and requirements of the insurers of the Building (insofar as those recommendations and requirements relate to the Retained Parts);
 - (f) complying with all laws relating to the Retained Parts, their use and any works carried out to them, relating to the use of all Service Media, machinery and equipment at or serving the Retained Parts and relating to any materials kept at or disposed of from the Retained Parts;
 - (g) complying with the Third Party Rights insofar as they relate to the Retained Parts;
 - (h) taking any steps (including proceedings) that the Landlord considers necessary to prevent or remove any encroachment over the Retained Parts or to prevent the acquisition of any right over the Retained Parts (or Building as a whole) or to remove any obstruction to the flow of light or air to the Retained Parts (or the Building as a whole); and
 - (i) borrowing to fund major expenditure on any Service which is infrequent or of an unusual nature.
- 1.2 The total of the reasonable and properly incurred costs, fees and disbursements of:
- (a) any managing agent or person employed by the Landlord, or by the managing agents, or otherwise retained by the Landlord to act on the Landlord's behalf (or, where no such person is employed or retained, the Landlord itself) in relation to the carrying out and provision of the Services, calculation of the Service Costs and the administration of the Service Charge (excluding Site Management Staff) [provided that the aggregate of such fees shall not exceed the Management Fee Cap];

- (b) the accountants employed by the Landlord in relation to the preparation, auditing, certification and review of the Service Charge accounts; and
 - (c) a procurement specialist who is employed or retained to achieve greater value for money and cost effectiveness in relation to the Service Costs.
- 1.3 Subject to paragraph 11.11 of Part 4 of this Schedule, all of the reasonable and properly incurred costs in relation to the Site Management Staff as follows:
 - (a) salaries (and all appropriate benefits);
 - (b) employers' costs (including, but not limited to, national insurance contributions and tax, costs of compliance with statutory requirements, pension, welfare and insurance contributions) and any associated administrative costs;
 - (c) training;
 - (d) uniforms; and
 - (e) all equipment and supplies needed for the proper performance of their duties.
- 1.4 All rates, taxes and impositions payable in respect of the Retained Parts, their use and any works carried out on them (other than any taxes payable by the Landlord in connection with any dealing with or disposition of its reversionary interest in the Building).
- 1.5 The reasonable and proper administrative cost of complying with any of the Landlord's obligations contained in Part 4 of this Schedule (except as specified in paragraph 11.17 of Part 4 of this Schedule).
- 1.6 All costs incurred or contributed by the Landlord in respect of the [construction,] repair, maintenance or renewal of any road, pathway or other accessway which serves, but does not form part of, the Building.
- 1.7 [Subject to a fair and reasonable credit (or contribution) being made to the Service Charge Account or Service Charge by the Landlord, any fair and reasonable costs incurred in maintaining or allocating any of the Services for the benefit of any facilities at the Building.]
- 1.8 Any VAT payable in respect of any of the items mentioned above except to the extent that the Landlord obtains credit for such VAT.
- 1.9 [[OTHER SERVICE COSTS].]

Part 3 Excluded Service Costs

1. The Excluded Service Costs are any costs which relate to or arise from:
 - 1.1 Matters between the Landlord and an occupier in the Building including (but not limited to) costs relating to or arising from:
 - (a) enforcement of covenants to pay rent and other monies payable under the occupier's lease or licence;
 - (b) the letting or licensing of any Lettable Unit;
 - (c) any consents required under the relevant lease or licence, including, but not limited to, consents to assign, underlet, alterations, change of use and extended hours of use;
 - (d) the provision of any Service to any Lettable Unit beyond the [Building Services Hours **OR** Permitted Hours] or beyond the usual times during which the Services are provided; and
 - (e) rent reviews.
 - 1.2 Negligence of the Landlord or of any person referred to in paragraph 1.2 of Part 2 of this Schedule.
 - 1.3 Any Lettable Unit which is not let or occupied.
 - 1.4 Any shortfall in the costs of providing any of the Services to a Lettable Unit for which the Landlord has agreed a special concession.
 - 1.5 The maintenance or operation of or the provision of any service or support to:
 - (a) any premises within the Building used by the Landlord solely for its own purposes (except where such use is wholly or partly in connection with the management of the Building itself, in which case the whole or a fair and reasonable part, as the case may be, of such costs shall be a Service Cost); and
 - (b) any cost centre within the Building that generates income for the Landlord (except where such income is (at least in part) credited to the Service Charge Account, in which case the whole or a fair and reasonable proportion of such costs shall be a Service Cost).
 - 1.6 The initial provision of any items that are reasonably to be considered part of the original design and construction of the fabric, plant or equipment of the Building [or any accessway serving the Building] together with the initial setting up that is reasonably to be considered part of the original development of the Building.
 - 1.7 Any future redevelopment of the Building.

- 1.8 The replacement of any item of the fabric, plant, equipment or materials necessary for the operation of the Building, except where analysis of the reasonable options and alternatives determines that:
- (a) replacement is appropriate because the fabric, plant, equipment or materials are beyond economic repair at reasonable cost or beyond efficient or economic operation;
 - (b) the cost of replacement is relatively low when compared to the greater cost anticipated if replacement is postponed materially; or
 - (c) replacement is required by statute or the insurers of the Building.
- 1.9 The improvement of any item (where the cost exceeds the costs of normal maintenance, repair or replacement) except where the expenditure can be justified following the analysis of reasonable options and alternatives and having regard to a cost benefit analysis over the term of the leases in the Building.
- 1.10 Any Services provided by reason of damage to or destruction of the Retained Parts by an Insured Risk [or an Uninsured Risk].
- 1.11 Any costs incurred in relation to any dealing with the Landlord's interest in the Building.
- 1.12 Any asset management services provided to the Landlord by its managing agent.
- 1.13 [Costs, fees and disbursements of any person referred to in paragraph 1.2(a) of Part 2 of this Schedule which are in excess of the Management Fee Cap.]
- 1.14 [[OTHER EXCLUDED SERVICE COSTS].]

Part 4 Service Charge administration and obligations

1. Provision of Services

- 1.1 Subject to the other provisions of this paragraph 1 and paragraph 11.4 of this Part of this Schedule, the Landlord:
- (a) must provide the Services [set out in paragraph 1.1 to [paragraph 1.12 OR [OTHER PARAGRAPH NUMBER]] (inclusive) of Part 1 of this Schedule][. OR ; and]
 - (b) [may (but shall not be obliged to) provide any of the other Services set out in Part 1 of this Schedule.]

1.2 [The Landlord may (in its absolute discretion) add to, extend, vary, withdraw or withhold any of the Services [provided that in doing so the Landlord must act reasonably and in the interests of good estate management].]

1.3 The Landlord shall not be obliged to:

- (a) [carry out any works where the need for those works has arisen by reason of any damage or destruction by an Uninsured Risk (unless the Landlord has elected to carry out such works under **Error! Bookmark not defined.****Error! Reference source not found.** of **Error! Reference source not found.**); [or]]
- (b) [provide any of the Services outside the [Building Services Hours **OR** Permitted Hours]; or]
- (c) replace or renew any part of the Building or any item or system within the Building unless it is beyond economic repair.

1.4 The Landlord shall not be liable for any interruption in, or disruption to, the provision of any of the Services for any reason that is outside the reasonable control of the Landlord [provided that the Landlord must use reasonable endeavours to restore the provision of the relevant Service as soon as reasonably practicable].

2. Tenant's obligation to pay the Service Charge

2.1 Subject to paragraph 3 of this Part of this Schedule, the Tenant must pay to the Landlord the Service Charge for each Service Charge Year by way of:

- (a) on account payments of the Estimated Service Charge in accordance with paragraph 5 of this Part of this Schedule;
- (b) any payment payable under paragraph 6 of this Part of this Schedule; and
- (c) any payment payable under paragraph 9.1(a) of this Part of this Schedule.

3. Apportionments in Current Service Charge Year and Final Service Charge Year

3.1 For the Current Service Charge Year:

- (a) the Tenant shall only be obliged to pay to the Landlord apportioned amounts of the Estimated Service Charge and Service Charge for that Service Charge Year; and
- (b) those apportioned amounts shall be calculated on a daily basis for the period from and including [the date of this lease **OR** [DATE]] to and including the last day of the Current Service Charge Year.

3.2 For the Final Service Charge Year:

- (a) the Tenant shall only be obliged to pay to the Landlord an apportioned amount of the Service Charge for that Service Charge Year; and
- (b) that apportioned amount shall be calculated on a daily basis for the period from and including the first day of the Final Service Charge Year to and including the Termination Date.

4. Estimated Service Charge calculation

4.1 At least one month before the start of each Service Charge Year, the Landlord must prepare and send to the Tenant:

- (a) a Service Costs Budget for that Service Charge Year (in such form to enable the Tenant to compare it with the previous Service Charge Statement) [including details of the Management Fee Cap], together with appropriate explanatory commentary;
- (b) a statement of the Estimated Service Charge for that Service Charge Year; and
- (c) an apportionment matrix that shows the basis of calculation and the apportionment of Service Costs across the Building.

4.2 The Landlord shall, so far as reasonably practicable, endeavour to ensure that the form and content of the information provided pursuant to paragraph 4.1 of this Part of this Schedule reflects the principles contained in the RICS Statement.

5. Tenant's obligation to pay the Estimated Service Charge

5.1 Subject to paragraph 5.2 of this Part of this Schedule, the Tenant must pay to the Landlord:

- (a) for the Current Service Charge Year, the apportioned amount of the Estimated Service Charge calculated in accordance with paragraph 3.1 of this Part of this Schedule by equal instalments in advance on the date of this lease and each of the subsequent Rent Payment Dates during the Current Service Charge Year; and
- (b) for each subsequent Service Charge Year, the Estimated Service Charge for that Service Charge Year by equal instalments in advance on each of the Rent Payment Dates during that Service Charge Year.

5.2 Following receipt by the Tenant of a revised statement of the Estimated Service Charge pursuant to paragraph 10.2(c) of this Part of this Schedule, then, for the Service Charge Year to which that revised statement relates:

- (a) the amount specified in that revised statement for the purposes of paragraph 10.2(c)(i) of this Part of this Schedule shall apply in substitution for the Estimated Service Charge previously payable by the Tenant for that Service Charge Year; and

- (b) the Tenant must pay to the Landlord the amount specified in that revised statement for the purposes of paragraph 10.2(c)(ii) of this Part of this Schedule by equal instalments in advance on each of the remaining Rent Payment Dates during that Service Charge Year.

6. Unexpected Service Costs

- 6.1 If the Landlord is required to incur or incurs any Service Cost that was not anticipated when determining the Estimated Service Charge for any Service Charge Year, the Tenant must pay to the Landlord on demand any sum that the Landlord reasonably requires from the Tenant in respect of that Service Cost.
- 6.2 Any sums paid by the Tenant pursuant to this paragraph 6 shall be treated as Estimated Service Charge paid by the Tenant for the purposes of paragraph 9.1 of this Part of this Schedule.

7. Service Charge Statement

- 7.1 As soon as reasonably practicable and in any event no later than four months after the end of each Service Charge Year, the Landlord must prepare and send to the Tenant:
 - (a) a Service Charge Statement for that Service Charge Year (in such form to enable the Tenant to compare it with the previous Service Charge Statement) together with appropriate explanatory commentary; and
 - (b) an apportionment matrix that shows the basis of calculation and the apportionment of Service Costs across the Building.
- 7.2 The Landlord must, so far as reasonably practicable, endeavour to ensure that the form and content of the information provided pursuant to paragraph 7.1 of this Part of this Schedule reflects the principles contained in the RICS Statement.
- 7.3 If any Service Cost is omitted from the calculation of the Service Charge in any Service Charge Year, the Landlord may include it in the Service Costs Budget and Service Charge Statement in [any **OR** the] following Service Charge Year.
- 7.4 The person giving the certificate in the Service Charge Statement shall be appropriately qualified, competent and non-partisan, and shall have experience in dealing with service charges. The Service Charge Statement shall state the name and role of the person giving such certificate.
- 7.5 Subject to paragraph 7.3 and paragraph 13 of this Part of this Schedule and except in the case of manifest error, the Service Charge Statement shall be conclusive as to all matters of fact to which it refers.

8. Tenant's inspection and audit

- 8.1 Within the period of four months from and including the Tenant's receipt of a Service Charge Statement, the Tenant may:
- (a) inspect all relevant paperwork and any supporting documentation relating to that Service Charge Statement by appointment with the Landlord or its agents; and
 - (b) may raise enquiries in respect of the Service Charge Statement and the Landlord must respond promptly and efficiently to any reasonable enquiries of the Tenant.
- 8.2 On request by the Tenant and at the Tenant's cost, the Landlord must agree to an independent audit of the Service Costs.

9. Balancing payments of Service Charge

- 9.1 If the Service Charge (or, where applicable, the apportioned amount of the Service Charge calculated in accordance with paragraph 3 of this Part of this Schedule) payable by the Tenant for a Service Charge Year is:
- (a) more than the Estimated Service Charge paid by the Tenant during that Service Charge Year, the Tenant must pay the difference to the Landlord within [ten] working days of demand; or
 - (b) less than the Estimated Service Charge paid by the Tenant during that Service Charge Year, the Landlord must [credit the difference against the Tenant's next instalment of Estimated Service Charge (and, where the difference exceeds the next instalment, the Landlord must credit the balance of the difference against each succeeding instalment until it is fully credited). Except that, for the Final Service Charge Year, the Landlord must] repay the difference to the Tenant within one month of the date on which the Service Charge Statement for that Service Charge Year is certified.
- 9.2 The provisions in this paragraph 9 shall continue to apply notwithstanding the occurrence of the Termination Date but only in respect of the Tenant's obligation to pay the Service Charge for the period up to and including the Termination Date.

10. Alternative annual accounting period

- 10.1 The Landlord may from time to time stipulate and notify to the Tenant an alternative annual accounting period as the Service Charge Year.
- 10.2 If the Landlord stipulates and notifies to the Tenant an alternative annual accounting period in accordance with paragraph 10.1 of this Part of this Schedule, the Landlord must:
- (a) at the same time notify the Tenant of its decision to change the end date of the Service Charge Year current at the date of that notification to either increase or

decrease the length of that Service Charge Year to a period that is more or less than an annual period to accommodate that alternative annual accounting period;

- (b) act reasonably in the interests of good estate management when deciding whether to increase or decrease the length of the Service Charge Year pursuant to paragraph 10.2(a) of this Part of this Schedule; and
- (c) as soon as reasonably practicable after notifying the Tenant of its decision pursuant to paragraph 10.2(a) of this Part of this Schedule, prepare and send to the Tenant a revised Service Costs Budget and a revised statement of the Estimated Service Charge for that Service Charge Year which includes:
 - (i) a statement of the amount of Estimated Service Charge payable by the Tenant for that Service Charge Year;
 - (ii) a statement of the amount of that revised Estimated Service Charge payable by the Tenant for the remainder of that Service Charge Year taking into account any payments of Estimated Service Charge already made by the Tenant during that Service Charge Year; and
 - (iii) explanations of how the amounts in paragraph 10.2(c)(i) and paragraph 10.2(c)(ii) of this Part of this Schedule have been calculated.

11. Landlord's general rights and obligations

- 11.1 In performing its obligations in this Schedule, the Landlord must have regard to the aims, core principles and best practice recommended in the RICS Statement except where there are sound reasons not to do so and the Landlord can justify and explain those reasons.
- 11.2 The Landlord must apportion the Service Costs between the Lettable Units and the Property on a fair and reasonable basis, using a recognised method and consistent basis reflecting the availability to, benefit from and use of the Services by the occupiers of the Building.
- 11.3 The Landlord must provide the Services on a value for money and cost effective basis. The Tenant acknowledges that this may not necessarily mean doing so at the lowest price.
- 11.4 The Landlord must ensure that the range, standard and cost of the Services are relevant to the Building (including its location, size, use and character) and the occupiers of the Lettable Units.
- 11.5 The Landlord must review regularly the range, standard and cost of the Services to ensure that they:
 - (a) remain relevant; and

- (b) still represent value for money (either by benchmarking the cost against the market cost or by requiring submission of competitive quotations or tenders as appropriate).
- 11.6 The Landlord must ensure that the Service Charge Account is a discrete or virtual bank account in accordance with the RICS Statement.
- 11.7 The Landlord must ensure that the Management Fee is transparent and is not linked to a percentage of expenditure on the Services.
- 11.8 The Landlord must credit to the Service Charge Account:
 - (a) all payments of Service Charge; and
 - (b) any interest paid on any instalment of Service Charge which is paid late.
- 11.9 The Landlord must ensure that the interest earned on the Service Charge Account (or a fair and reasonable proportion of such interest, if the account relates to other properties in addition to the Building) is credited to the Service Charge Account (after deduction of bank charges, tax and any other appropriate amounts).
- 11.10 The Landlord must not include any of the Excluded Service Costs within the Service Costs and no sums payable by the Tenant under this Schedule shall include any Excluded Service Costs.
- 11.11 Where the Site Management Staff provide Services to the Building and to other properties, the Landlord must include in the Service Costs only a reasonable proportion of the costs set out in paragraph 1.3 of Part 2 of this Schedule.
- 11.12 The Landlord must credit the Service Charge Account with any Service Charge apportioned to any unlet Lettable Units.
- 11.13 [Where barrows and kiosks situated from time to time within the Common Parts (not being Lettable Units) derive a benefit from the Services, the Landlord must set off or credit the Service Costs with an amount which reflects a notional fair and reasonable charge for the benefit so derived, but the income otherwise derived from them shall belong to the Landlord.]
- 11.14 If requested by the Tenant, the Landlord must provide the Tenant with evidence to justify the cost of replacement pursuant to any of paragraph 1.8(a) to paragraph 1.8(c) (inclusive) of Part 3 of this Schedule.
- 11.15 Where the Landlord believes that the expenditure is justified pursuant to paragraph 1.9 of Part 3 of this Schedule, the Landlord must provide the Tenant with evidence to support and explain its decision before the expenditure is incurred.

- 11.16 The Landlord must use reasonable endeavours to notify the Tenant promptly in advance (and within the relevant Service Charge Year) of any likely material or significant variation to the Service Costs set out in a Service Costs Budget of which the Landlord becomes aware, together with an explanation of how this variation may be mitigated (if appropriate).
- 11.17 At the Tenant's request, the Landlord must give the Tenant access free of charge to inspect any report where the cost of obtaining this information is included in the Service Costs, and the tender documents for any tender. If the Tenant requires copies, the Landlord is entitled to charge a reasonable sum for the cost of copying and posting such documents and the time spent arranging this.
- 11.18 Where the Landlord is required to comply with any obligation contained in this clause such obligation shall, where relevant, include, in the alternative, an obligation on the Landlord to ensure that its managing agent complies with that obligation.

12. Tenant's general obligations

12.1 The Tenant must:

- (a) co-operate fully with the Landlord and its managing agent in order that the Landlord and the managing agent may administer the Service Charge in accordance with the provisions of this clause; and
- (b) disclose to the Landlord details of the brief (and fee basis) for any consultant appointed by the Tenant to assist in resolving any service charge disputes.

13. Disputes

Any dispute between the Landlord and the Tenant that arises in connection with the provisions of this 5 may, in the absence of agreement, be referred at any time by either party for determination by an Expert under **Error! Bookmark not defined.****Error! Reference source not found..**

1. Schedule 6 Third Party Rights

All easements and other rights, covenants and restrictions affecting the Building and any land over which the Rights are granted [including those [set out or referred to in the register entries of [[TITLE NUMBER[S]] as at the date of this lease

EXECUTED as a Deed by affixing the Common)

Seal of The Mayor and Burgesses of the)
London Borough of Bromley hereunto in the)
presence of:-)

Authorised Signatory

EXECUTED as a deed by the said)
in the presence)
of:-)

.....
Witness's signature

.....
Witness's name

.....

.....

.....
Witness's address

ANNEX 1
Schedule of Condition

Annex 2 Sports Pitch Licences

