

To approve the lease for Marchwood Youth Group to move into the Youth Club at the Lloyd Recreation Ground and to give authorisation for the lease to be signed.

A copy of the amended lease is attached. There are also a couple of emails from the Solicitor answering some questions about the lease.

Level of rent

Officers contacted Pococks Estate Agents for a valuation on the Youth Club. Mr Pocock attended the site and took measurements and then contacted a colleague who is a Chartered Valuer for advice on the rent value.

The Chartered Valuer however, was unable to assist and advised that we contacted other councils to see what rent they charge if they have similar buildings.

Hythe & Dibden - £605 per year for a self-contained youth club.

Totton & Eling – do not pay any rent for ‘the Garage’ as it is a Town Council owned property and they fully support the youth club and provision within the town.

Fawley – in the region of £32.00 per week when using the bar at Blackfield & Langley Football Club or they get a 10% discount on the hire of rooms at Gang Warily.

New Milton – Youth Café which is located in the Bowling Club building is leased for nothing but the Café have to pay the utility bills. However, most years they apply to the Town Council for grants to cover the utility bills.

The advice from your Solicitor is:

Where a trustee has taken a professional opinion or a competent person’s advice as to value, it is not required to accept or to be bound by that advice but must consider what is in the best interests of the charity. The parish council’s role as a local authority is irrelevant to this transaction other than it is separately required to obtain best consideration (subject to the rules on disposals at an undervalue).

Youth Club Trustees

At a Youth Club meeting held on Monday 8th October it was proposed that the group formally adopted its Constitution and appointed its Trustees.

Disposal of the land

Because the land is both open space and held for a particular charitable purpose we needed to advertise the proposed disposal under both s 127 of the Local Government Act 1972 and s 121(2) of the Charities Act 2011. This advert was placed in the Lymington Times for two consecutive weeks commencing on Saturday 6th October 2012.

The notice requires that we give people 1 month to object to the proposed disposal of land from the dated of the first publication. This means that the lease cannot be signed until after the 6th November 2012.

Occupation of the Youth Club without a signed lease

The Youth Group would like to take occupation of the Youth Club as soon as the construction works are finished and in time for the half term holiday at the end of October. However, as explained above this will be before the lease is signed. Are Members happy for this to happen?

Decisions to be made:

- 1. What level of rent do you wish to set?**
- 2. Can occupation take place before the lease is signed?**
- 3. Decide which two Members will sign the lease on behalf of the Council.**

DATED

2012

- (1) MARCHWOOD PARISH COUNCIL AS TRUSTEE FOR THE LLOYD RECREATION GROUND
CHARITY (NO 284618) (THE LANDLORD)
- (2)
(THE TENANT)

LEASE OF YOUTH CLUB AT LLOYD RECREATION GROUND MARCHWOOD SO40 4US

Hedleys Solicitors
6 Bishopsmead Parade
East Horsley
Surrey
KT24 6SR
IRD/MAR 0543 V2 2.10.12

THE PRESCRIBED CLAUSES

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

Marchwood Parish Council as trustee for the Lloyd Recreation Ground Charity (charity no 284618)
of Marchwood Village Hall, Village Centre, Marchwood SO40 4SX

Tenant

Of _____ of _____
of _____

LR4. **Property**

In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.

The Premises as specified in clause 1.33.

LR5. **Prescribed statements etc**

The Landlord certifies that it has power under its trusts to effect this disposition and that it has complied with the provisions of the sections 117-121 of the Charities Act 2011 so far as applicable to this disposition.'

The land leased (or as the case may be) is held by Landlord in trust for the Lloyd Recreation Ground Charity a non-exempt charity, and this lease is not one falling within paragraph (a),

(b), (c) or (d) of section 117(3) of the Charities Act 2011, so that the restrictions on disposition imposed by sections 117-121 of that Act apply to the land'

LR6. Term for which the Property is leased

The term as specified in this lease at clause 1.40 ('TheTerm')

LR7. Premium

None

LR8. Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc

LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land

None

LR9.2 Tenant's covenant to (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

LR11. Easements

LR11.1 Easements granted by this lease for the benefit of the Property

See Schedule 1

LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property

See Schedule 2.

LR12. Estate rentcharge burdening the Property

None

LR13. Application for standard form of restriction

None

LR14 Declaration of trust where there is more than one person comprising the Tenant

The Tenant is more than one person. They are to hold the Property on trust for Marchwood Youth Club

THIS LEASE is made between the parties referred to in clause LR3 and the provisions that follow have effect subject to the provisions contained, and terms used, in clauses LR1 to LR14

HM LAND REGISTRY

LAND REGISTRATION ACT 2002

LEASE OF PART

Administrative area	Hampshire: New Forest
Title number	(title number)
Property	Lloyd Recreation Ground Main Road Marchwood SO40 4US
Date	(insert date)]

THIS LEASE is made the day of

BETWEEN:

- (1) Marchwood Parish Council as trustee for the Lloyd Recreation Ground Charity (charity no 284618) of Marchwood Village Hall, Village Centre, Marchwood SO40 4SX ('the Landlord')
- (2) *(name of tenant of (address))*
('the Tenant')

NOW THIS DEED WITNESSES as follows:

1 DEFINITIONS AND INTERPRETATION

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

- 1.1 'The Adjoining Conduits' means the pipes, sewers, drains, mains, ducts, conduits, gutters, watercourses, wires, cables, channels, and all other conducting media--including any covers and other ancillary apparatus--in, over or under any adjoining property of the Landlord that serve the Premises.

- 1.2 References to 'adjoining property of the Landlord' are references to each and every part of the land neighbouring or adjoining the Premises in which the Landlord, or a company that is a member of the same group as the Landlord within the meaning of the Landlord and Tenant Act 1954 Section 42, has an interest or estate or in which during the Term the Landlord or such a company acquires an interest or estate.
- 1.3 'Building' means the building or buildings now or at any time during the Term of which the Premises form part.
- 1.4 'The Car Park' means the car park on the Recreation Ground used in common with the public and other users of the Recreation Ground.
- 1.5 'The Common Areas' means the areas of the Building and other buildings to which the Tenant has access and which are shown on Plan 2.
- 1.6 'The Conduits' means the pipes, sewers, drains, mains, ducts, conduits, gutters, water-courses, wires, cables, channels, and all other conducting media--including any fixings, covers and any other ancillary apparatus--that are in on over or under the Premises.
- 1.7 .References to 'development' are references to development as defined by the Town and Country Planning Act 1990 Section 55.
- 1.8 .Words importing one gender include all other genders; words importing the singular include the plural and vice versa; words importing persons include a corporate body and a partnership and vice versa.
- 1.9 The clause, paragraph and schedule headings do not form part of this document and are not to be taken into account in its construction or interpretation.
- 1.10 'The Insurance Rent' means the sums that the Landlord from time to time pays:
- 1.10.1 by way of premium for insuring the Premises, including insuring for loss of rent, in accordance with his obligations contained in this Lease,
- 1.10.2 by way of premium for insuring in such amount and on such terms as the Landlord acting reasonably considers appropriate against all liability of the Landlord to third parties arising out of or in connection with any matter including or relating to the Premises, and

- 1.10.3 for insurance valuations, provided that where the insurance includes other premises the Tenant is only to be obliged to pay the proportion of those sums reasonably attributable to the Premises.
- 1.11 'The Insured Risks' means the risks of loss or damage by fire, storm, tempest, earthquake, lightning, explosion, riot, civil commotion, malicious damage, terrorism, impact by vehicles and by aircraft and articles dropped from aircraft--other than war risks--flood damage and bursting and overflowing of water pipes and tanks, and such other risks, whether or not in the nature of the foregoing, as the Landlord from time to time decides to insure against.
- 1.12 References to 'interest' are references to interest payable during the period from the date on which the payment is due to the date of payment, both before and after any judgment, at the Interest Rate then prevailing.
- 1.13 'The Interest Rate' means the rate of 4% per year above the Bank of England bank rate.
- 1.14 'The Interior Decorating Years' means every fifth year from the Rent Commencement Date.
- 1.15 References to 'consent of the Landlord' or words to similar effect are references to a prior written consent signed by or on behalf of the Landlord and references to the need for anything to be 'approved by the Landlord' or words to similar effect are references to the need for a prior written approval by or on behalf of the Landlord.
- 1.16 Any provisions in this Lease referring to the consent or approval of the Landlord are to be construed as also requiring the consent or approval of any mortgagee of the Premises and any head landlord where that consent is required. Nothing in this Lease is to be construed as imposing any obligation on a mortgagee or head landlord not to refuse any such consent or approval unreasonably.
- 1.17 The expression 'the Landlord' includes the person or persons from time to time entitled to possession of the Premises when this Lease comes to an end.

- 1.18 References to 'the last year of the Term' are references to the actual last year of the Term howsoever it determines, and references to 'the end of the Term' are references to the end of the Term whensoever and howsoever it determines.
- 1.19 Unless expressly stated to the contrary, the expression 'this Lease' includes any document supplemental to or collateral with this document or entered into in accordance with this document.
- 1.20 Where any party to this Lease for the time being comprises two or more persons, obligations expressed or implied to be made by or with that party are deemed to be made by or with the persons comprising that party jointly and severally.
- 1.21 References to 'losses' are references to liabilities, damages or losses, awards of damages or compensation, penalties, costs, disbursements or expenses arising from any claim, demand, action or proceedings.
- 1.22 'The 1954 Act' means the Landlord and Tenant Act 1954 and all statutes, regulations and orders included by virtue of clause 1.36.
- 1.23 'The 1995 Act' means the Landlord and Tenant (Covenants) Act 1995 and all statutes, regulations and orders included by virtue of clause 1.36.
- 1.24 'the Open Land' means that part of the Premises that is not built upon.
- 1.25 'the Operational Covenants' means the covenants set out in Schedule 3.
- 1.26 References to 'other buildings' are references to any buildings now or at any time during the Term erected on any adjoining property of the Landlord.
- 1.27 'The Path' means the path shown coloured (*state colour, eg brown*) on the Plan.
- 1.28 'The Permitted Use' means use as a youth club and with the consent of the Landlord any other use with class D1 in the schedule to the Town and Country Planning (Use Classes) Order 1987 (as amended).
- 1.29 'Plan 1' means the plan numbered 1 annexed to this Lease showing the Recreation Ground edged in blue and the Premises edged in red.
- 1.30 'Plan 2' means the plan numbered 2 annexed to this Lease showing the Premises edged in red and Common Areas coloured in .

- 1.31 'The Planning Acts' means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning and Compensation Act 1991, the Planning and Compulsory Purchase Act 2004 and the planning Act 2008 and all statutes, regulations and orders included by virtue of clause 1.36.
- 1.32 'The Premises' means the land and building known as Youth Club Lloyd Recreation Ground Main Road Marchwood SO40 4US comprised within the Building shown for the purpose of identification only edged (*state colour, eg red*) on the Plan. The expression 'the Premises' includes:
- 1.32.1 The internal faces of, the window glass in, the lower side of the ceilings of and the floor coverings in and the non-structural elements of the buildings, erections, structures, fixtures, fittings and appurtenances on the Premises from time to time,
- 1.32.2 all additions, alterations and improvements carried out during the Term, and
- 1.32.3 the Conduits exclusively serving the Premises,
- 1.32.4 but excludes any fixtures installed by the Tenant that can be removed from the Premises without defacing the Premises, the structural elements, major items of plant. Unless the contrary is expressly stated 'the Premises' includes any part or parts of the Premises.
- 1.33 'The Recreation Ground' means the Lloyd Recreation Ground Main Road Marchwood SO40 4US.
- 1.34 Any reference in this document to a clause, subclause, paragraph, subparagraph or schedule without further designation is to be construed as a reference to the clause, subclause, paragraph, subparagraph or schedule of this document so numbered.
- 1.35 References to any right of the Landlord to have access to the Premises are to be construed as extending to any head landlord and any mortgagee of the Premises and to all persons authorised in writing by the Landlord and any head landlord or mortgagee, including agents, professional advisers, contractors, workmen and others.
- 1.36 Unless expressly stated to the contrary any reference to a specific statute includes any statutory extension or modification, amendment or re-enactment of that statute and

any regulations or orders made under it, and any general reference to a statute includes any regulations or orders made under that statute.

1.37 'The Rent' means the sum of £ . 'The Rent' does not include the Insurance Rent, but the term 'the Lease Rents' means both the Rent and the Insurance Rent.

1.38 'The Rent Commencement Date' means (*insert date on which payment of the rent is to start*).

1.39 'The Tenant' includes any person who is for the time being bound by the tenant covenants of this Lease.

1.40 'The Term' means seven years commencing on and including (*date of commencement of term* and any period of holding-over or extension or continuance of the Term whether by statute or common law.

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

1.42 'VAT' means value added tax or any other tax of a similar nature and unless otherwise expressly stated all references to rents or other sums payable by the Tenant are exclusive of VAT.

1.43 'The Club' means Marchwood Youth Club.

1.44 Where the expressions 'landlord covenants', 'tenant covenants' or 'authorised guarantee agreement' are used in this Lease they are to have the same meaning as is given by the 1995 Act Section 28(1).

2 DEMISE

2.1 The Landlord pursuant to the Local Government Act 1972 Section 127 lets the Premises to the Tenant with full title guarantee, together with the rights specified in Schedule 1 but excepting and reserving to the Landlord the rights specified in Schedule 2 to hold the Premises to the Tenant for the Term, subject to all rights, easements, privileges, restrictions, covenants and stipulations of whatever nature affecting the Premises yielding and paying to the Landlord:

2.1.1 the Rent, without any deduction or set-off, by equal quarterly payments in advance on the usual quarter days in every year and proportionately for any period of less than a year, the first such payment, being a proportionate sum in respect of the period from and including

- the Rent Commencement Date to and including the day before the quarter day next after the Rent Commencement Date, to be paid on the date of this document, and
- 2.1.2 by way of further rent the Insurance Rent payable on demand in accordance with clause 5.4.

3 THE TENANT'S COVENANTS

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

3.1 Rent

- 3.1.1 The Tenant must pay the rents on the days and in the manner set out in this Lease and must not exercise or seek to exercise any right or claim to withhold rent or any right or claim to legal or equitable set-off.
- 3.1.2 If so required in writing by the Landlord, the Tenant must pay the rents by banker's order or credit transfer to any bank and account in the United Kingdom that the Landlord nominates from time to time.

3.2 Outgoings and VAT

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

- 3.2.1 all rates, taxes, assessments, duties, charges, impositions and outgoings that are now or may at any time during the Term be charged, assessed or imposed upon the Premises or upon the owner or occupier of them provided that if the Landlord suffers any loss of rating relief that may be applicable to empty premises after the end of the Term because the relief has been allowed to the Tenant in respect of any period before the end of the Term then the Tenant must make good such loss to the Landlord,
- 3.2.2 all VAT that may from time to time be charged on the Lease Rents or other sums payable by the Tenant under this Lease, and
- 3.2.3 all VAT incurred in relation to any costs that the Tenant is obliged to pay or in respect of which he is required to indemnify the Landlord under the terms of this Lease, save where such VAT is recoverable or available for set-off by the Landlord as input tax.

3.3 Cost of services consumed

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

3.4 Repair, cleaning and decoration

3.4.1 Repair of the Premises

3.4.1.1 The Tenant must repair the Premises and keep them in good condition and repair, except for damage caused by one or more of the Insured Risks save to the extent that the insurance money is irrecoverable due to any act or default of the Tenant or anyone at the Premises expressly or by implication with his authority.

3.5 Replacement of landlord's fixtures

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

3.6 Cleaning and tidying

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

3.7 The Open Land

3.7.1 The Tenant must

3.7.1.1 not deposit any waste, rubbish or refuse on the Open Land.

3.7.1.2 not bring, keep, store, stack or lay out upon the Open Land any materials, equipment, plant, bins, crates, cartons, boxes or any receptacle for waste or any other item which is or may become untidy, unclean, unsightly or in any way detrimental to the Premises, the Building, the other buildings and the Recreation Ground or the area generally.

3.7.1.3 not keep or store on the Open Land any vehicle, caravan or movable dwelling save that motor cars may be parked on that part of the Open Land which is for the time being laid out as a car park.

3.8 Care of adjoining property and abutting land and Common Areas

3.8.1 The Tenant must:

3.8.1.1 not cause any adjoining property of the Landlord or any other land, paths, roads or pavements abutting the Premises to be untidy or dirty and in particular, but without prejudice

to the generality of the foregoing, must not deposit any waste, rubbish or refuse on the such land.

3.8.1.2 not bring, keep, store, stack or lay out upon the adjoining property of the Landlord any materials, equipment, plant, bins, crates, cartons, boxes or any receptacle for waste or any other item which is or may become untidy, unclean, unsightly or in any way detrimental to the Premises, the Building, other buildings and the Recreation Ground or the area generally.

3.8.1.3 not keep or store on the adjoining property of the Landlord any vehicle, caravan or movable dwelling save that motor cars may be parked on that part of the Car Park subject to the directions of the Landlord.

3.8.1.4 without prejudice to the generality of this clause not cause the Common Areas to be untidy or dirty or cause damage to the Common Areas.

3.8.1.5 in using the Common Areas comply with the Landlord's directions regarding security, health and safety and energy conservation.

3.9 Decoration

3.9.1 The Tenant must redecorate the inside of the Premises in each of the Interior Decorating Years and the last year of the Term, in all instances in a good and workmanlike manner and with appropriate materials of good quality to the satisfaction of the Landlord, any change in the tints, colours and patterns of the decoration to be approved by the Landlord, whose approval may not be unreasonably withheld or delayed.

3.10 Shared facilities

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

3.11 Waste and alterations

3.11.1 Waste, additions and alterations

The Tenant must not commit any waste, make any addition to the Premises, unite the Premises with any adjoining premises, or make any alteration to the Premises save as permitted by the provisions of this clause 3.11.

3.11.2 Pre-conditions for alterations

The Tenant must not make any internal non-structural alterations to the Premises unless he first:

- 3.11.2.1 obtains and complies with the necessary consents of the competent authorities and pays their charges for them,
- 3.11.2.2 makes an application to the Landlord for consent, supported by drawings and where appropriate a specification in duplicate prepared by an architect, or a member of some other appropriate profession, who must supervise the work throughout to completion,
- 3.11.2.3 pays the fees of the Landlord, any head landlord, any mortgagee and their respective professional advisers,
- 3.11.2.4 enters into any covenants the Landlord requires as to the execution and reinstatement of the alterations, and
- 3.11.2.5 obtains the consent of the Landlord, whose consent may not be unreasonably withheld.

3.11.3 Landlord's consent to alterations

3.11.3.1 Subject to the provisions of clause 3.11.2 the Tenant must not make any internal non-structural alterations to the Premises without the consent of the Landlord, such consent not to be unreasonably withheld.

3.11.4 Removal of alterations

3.11.4.1 At the end of the Term, if so requested by the Landlord, the Tenant must remove any additional buildings, additions, alterations or improvements made to the Premises and must make good any part or parts of the Premises that may be damaged by their removal.

3.12 Connection to and use of the Conduits and Adjoining Conduits

- 3.12.1 The Tenant must not make any connection with the Conduits except in accordance with plans and specifications approved by the Landlord and subject to consent to make the connection having previously been obtained from the competent authority, undertaker or supplier and to making good any damage caused in the exercise of the rights granted under this clause and to indemnifying the Landlord against any losses however arising.
- 3.12.2 The Tenant must not make any connection with the Adjoining Conduits except in accordance with plans and specifications approved by the Landlord and subject to consent to make the connection having previously been obtained from the competent authority, undertaker or supplier and to making good any damage caused in the exercise of the rights granted under this clause and to indemnifying the Landlord against any losses however arising.
- 3.12.3 The Tenant must not use the Adjoining Conduits except in accordance with any directions given by the Landlord and subject to any conditions of use or charges made by the competent authority, undertaker or supplier and to making good any damage caused in the exercise of the rights granted under this clause and to indemnifying the Landlord against any losses however arising.

3.13 Aerials, signs and advertisements

3.13.1 Masts and wires

- 3.13.1.1 The Tenant must not erect any pole or mast or install any cable or wire on the Building or the Premises, whether in connection with telecommunications or otherwise.

3.13.2 Advertisements

- 3.13.2.1 The Tenant must not, without the consent of the Landlord, fix to or exhibit on the outside of the Building, or fix to or exhibit through any window of the Premises, or display anywhere on the Premises, any placard, sign, notice, fascia board or advertisement.

3.14 Statutory obligations

3.14.1 General provision

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

3.14.2 Particular obligations

3.14.2.1 **Works required by statute, department or authority:** Without prejudice to the generality of clause 3.14.1, the Tenant must execute all works and provide and maintain all arrangements on or in respect of the Premises or the use to which they are being put that are required, in order to comply with the requirements of any statute already or in the future to be passed, or the requirements of any government department, local authority or other public or competent authority or court of competent jurisdiction, regardless of whether the requirements are imposed on the owner, the occupier, or any other person.

3.14.2.2 **Acts causing losses:** Without prejudice to the generality of clause 3.14.1, the Tenant must not do anything in or near the Premises by reason of which the Landlord may incur any losses under any statute.

3.14.2.3 **Construction (Design and Management) Regulations:** Without prejudice to the generality of clause 3.14.1, the Tenant must comply with the provisions of the Construction (Design and Management) Regulations 2007 ('the CDM Regulations'), be the only client, as defined in the provisions of the CDM Regulations, fulfil, in relation to all and any works, all the obligations of the client as set out in or reasonably to be inferred from the CDM Regulations, and make a declaration to that effect to the Health and Safety Executive in accordance with the Approved Code of Practice published from time to time by the Health and Safety Executive in relation to the CDM Regulations. The provisions of this clause 3.14.2.3 are to have effect in any circumstances to which these obligations apply.

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

3.15 Entry to inspect and notice to repair

3.15.1 Entry and notice

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

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

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

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

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

3.15.2 Works to be carried out

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

3.15.3 Landlord's power in default

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

3.16 Alienation

3.16.1 Alienation prohibited

3.16.1.1 The Tenant must not hold the Premises on trust for another except by virtue of the trust declared before. The Tenant must not part with possession of the Premises or any part of them or permit another to occupy them or any part of them except pursuant to a transaction permitted by and effected in accordance with the provisions of this Lease.

3.16.2 Assignment, subletting and charging of whole or of part

3.16.2.1 The Tenant must not assign, sublet or charge the whole or part only of the Premises provided that this prohibition:

3.16.2.1.1 shall not prevent the Tenant from short term lettings of the Premises in accordance with a lettings policy agreed with the Landlord or

3.16.2.1.2 shall not prevent the Tenant with the consent of the Landlord from assigning the whole to an incorporated organisation having the same objects as the Tenant whether charitable or non-charitable.

3.16.2.1.3 Shall not prevent the trustees of the Club from assigning his, her or their interests to new or replacement trustees of the Club.

3.17 Nuisance and residential restrictions

3.17.1 Nuisance

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

3.17.2 Auctions, trades and immoral purposes

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

3.17.3 Residential use, sleeping and animals

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

3.18 Costs of applications, notices and recovery of arrears

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

3.18.1.1 every application made by the Tenant for a consent or licence required by the provisions of this Lease, whether it is granted, refused or offered subject to any lawful qualification or condition, or the application is withdrawn

3.18.1.2 the contemplation, preparation and service of a notice under the Law of Property Act 1925 Section 146, or by reason or in contemplation of proceedings under Sections 146

or 147 of that Act, even if forfeiture is avoided otherwise than by relief granted by the court,

3.18.1.3 the recovery or attempted recovery of arrears of rent or other sums due under this Lease, and

3.18.1.4 any other steps taken in contemplation of or in direct connection with the enforcement of the obligations on the part of the Tenant under this Lease whether during or after the end of the Term including the preparation, service and negotiation of schedules of dilapidations.

3.19 Planning and development

3.19.1 Compliance with the Planning Acts

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

3.19.2 Consent for application

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

3.19.3 Permissions and notices

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

3.19.4 Charges and levies

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

3.20 Plans, documents and information

3.20.1.1 Evidence of compliance with this Lease

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

3.20.1.2 Information for rent review

3.20.1.3 If so requested, the Tenant must produce to the Landlord, or any person acting as the third party determining the Rent in default of agreement between the Landlord and the Tenant under the provisions for rent review contained in this Lease, any information requested in writing in relation to any pending or intended step under the 1954 Act or the implementation of any provisions for rent review.

3.21 Indemnities

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

3.22 Obstruction and encroachment

3.22.1.1 The Tenant must not stop up, darken or obstruct any windows or light belonging to the Building.

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

3.23 Yielding up

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

3.24 Interest on arrears

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

3.25 Statutory notices

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

3.26 Keyholders

3.26.1 The Tenant must ensure that at all times the Landlord has written notice of the name, home address and home telephone number of one keyholder of the Premises.

3.27 Defective premises

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

3.28 Exercise of the Landlord's rights

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

3.29 The Operational Covenants

3.29.1 The Tenant must observe and perform the Operational Covenants.

4 THE LANDLORD'S COVENANTS

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

4.1 Quiet enjoyment

4.1.1 The Landlord must permit the Tenant peaceably and quietly to hold and enjoy the Premises without any interruption or disturbance from or by the Landlord or any person claiming under or in trust for him.

4.2 Repairs

4.2.1 The Landlord must maintain the Path and the Adjoining Conduits, and keep it and them in good and substantial repair and condition.

5 INSURANCE

5.1 Warranty as to convictions

5.1.1 The Tenant warrants that before the execution of this document he has disclosed to the Landlord in writing any conviction, judgment or finding of any court or tribunal relating to the Tenant of such a nature as to be likely to affect the decision of any insurer or underwriter to grant or to continue insurance of any of the Insured Risks.

5.2 Covenant to insure

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

5.3 .Details of the insurance

5.3.1 Office, underwriters and agency

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

5.3.2 Insurance cover

Insurance must be effected for the following amounts:

5.3.2.1 the sum that the Landlord is from time to time advised is the full cost of rebuilding and reinstating the Premises, including VAT, architects', surveyors', engineers', solicitors' and all other professional persons' fees, the fees payable on any applications for planning permission or other permits or consents that may be required in relation to rebuilding or reinstating the Premises, the cost of preparation of the site including shoring-up, debris removal, demolition, site clearance and any works that may be required by statute, and incidental expenses, and

5.3.2.2 loss of the Rent that may be due, for three years or such longer period as the Landlord from time to time requires for planning and carrying out the rebuilding or reinstatement.

5.3.3 Risks insured

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

5.4 Payment of the Insurance Rent

5.4.1 The Tenant covenants to pay the Insurance Rent for the period commencing on the Rent Commencement Date and ending on the day before the next policy renewal date on the date of this Lease, and subsequently to pay the Insurance Rent on demand.

5.5 Suspension of the Rent

5.5.1 Events giving rise to suspension

5.5.1.1 If and whenever the Premises or any part of them are damaged or destroyed by one or more of the Insured Risks so that the Premises or any part of them are unfit for occupation or use, or the Adjoining Conduits are damaged or destroyed so that the Premises or any part of them are unfit for occupation or use, and payment of the insurance money is not wholly or partly refused because of any act or default of the Tenant or anyone at the Premises expressly or by implication with his authority then the provisions of clause 5.5.2 are to have effect.

5.5.2 Suspending the Rent

5.5.2.1 In the circumstances mentioned in clause 5.5.1 the Rent, or a fair proportion of it according to the nature and the extent of the damage sustained, is to cease to be payable until the

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

5.6 Reinstatement and termination

5.6.1 Obligation to obtain permissions

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

5.6.2 Obligation to reinstate

5.6.2.1 Subject to the provisions of clause 5.6.3, and, if any permissions are required, after they have been obtained, the Landlord must as soon as reasonably practicable apply all money received in respect of the insurance, except sums in respect of loss of the Rent, in rebuilding or reinstating the Premises, making up any difference between the cost of rebuilding and reinstating and the money received out of his own money, or as the case may be rebuild or reinstate the Adjoining Conduits.

5.6.2.2 .Provided that in the event of substantial damage to or destruction of the Premises by an Insured Risk the above provisions shall have effect as if they obliged the Landlord subject as provided above to rebuild and reinstate the Premises either in the form in which they were immediately before the occurrence of the destruction or damage or in that form with such modifications as:

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

5.6.2.2.2 the Landlord may reasonably make to reflect then current good building practice or

5.6.2.2.3 the Landlord may otherwise reasonably require,

5.6.2.2.4 but so that the Landlord shall in any event provide in the Premises as rebuilt and reinstated accommodation no less convenient than that which existed immediately before the occurrence of the destruction of damage

5.6.3 Relief from the obligation to reinstate

5.6.3.1 The Landlord need not rebuild or reinstate the Premises, the Path or the Adjoining Conduits if and for so long as rebuilding or reinstating is prevented because:

5.6.3.1.1 the Landlord, despite using his reasonable endeavours, cannot obtain any necessary permission,

5.6.3.1.2 any permission is granted subject to a lawful condition with which in all the circumstances it is unreasonable to expect the Landlord to comply,

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

5.6.3.1.4 the Landlord is unable to obtain access to the site to rebuild or reinstate,

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

5.6.3.1.6 because of the occurrence of any other circumstances beyond the Landlord's control.

5.6.4 Notice to terminate

5.6.4.1 If at the end of a period of three years commencing on the date of the damage or destruction the Premises, or the Adjoining Conduits have not been rebuilt or reinstated so that the Premises are fit for the Tenant's occupation and use, either the Landlord or the Tenant may by notice served at any time within six months of the end of that period ('a notice to terminate following failure to reinstate') implement the provisions of clause 5.6.5.

5.6.5 Termination following failure to reinstate

5.6.5.1 On service of a notice to terminate following failure to reinstate, the Term is to cease absolutely but without prejudice to any rights or remedies that may have accrued and all money received in respect of the insurance effected by the Landlord pursuant to this clause 5 is to belong to the Landlord absolutely.

5.7 Tenant's further insurance covenants

5.7.1 The Tenant covenants with the Landlord to observe and perform the requirements of this clause 5.7.

5.7.2 Requirements of insurers

5.7.2.1 The Tenant must comply with all the requirements and recommendations of the insurers as notified to the Tenant.

5.7.3 Policy avoidance and additional premiums

5.7.3.1 The Tenant must not do or omit anything that could cause any insurance policy on or in relation to the Premises to become wholly or partly void or voidable, or do or omit anything by which additional insurance premiums may become payable unless he has previously notified the Landlord and has agreed to pay the increased premium.

5.7.4 Fire safety

5.7.4.1 The Tenant must comply with the requirements of and the duties imposed by the Regulatory Reform (Fire Safety) Order 2005 ('Fire Safety Regulations') and the reasonable requirements of the Landlord as to fire safety at the Premises. In particular the Tenant must keep the Premises supplied with such fire fighting equipment as is necessary to comply with the Fire Safety Regulations and as the insurers require, maintaining the equipment to their satisfaction (or as required) as the Landlord reasonably requires, maintaining the equipment to the reasonable satisfaction of the insurers in efficient working order, causing any sprinkler system and other fire fighting equipment to be inspected by a competent person at least once every year.

5.7.5 Dangerous substances

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

5.7.6 Fire escapes, equipment and doors

5.7.6.1 The Tenant must not obstruct the access to any fire equipment or the means of escape from the Building, or lock any fire door while the Building is occupied.

5.7.7 Notice of events affecting the policy

5.7.7.1 The Tenant must give immediate notice to the Landlord of any event that might affect any insurance policy on or relating to the Premises and any event against which the Landlord may have insured under this Lease.

5.7.8 Notice of convictions

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

5.7.9 Other insurance

5.7.9.1 If at any time the Tenant is entitled to the benefit of any insurance of the Premises that is not effected or maintained in pursuance of any obligation contained in this Lease, the Tenant must apply all money received by virtue of that insurance in making good the loss or damage in respect of which the money is received.

5.7.10 Reinstatement on refusal of money through default

5.7.10.1 If at any time the Premises or any part of them are damaged or destroyed by one or more of the Insured Risks and the insurance money under the policy of insurance effected by the Landlord pursuant to his obligations contained in this Lease is wholly or partly irrecoverable because of any act or default of the Tenant or of anyone at the Premises expressly or by implication with his authority the Tenant must immediately, at the option of the Landlord either:

5.7.10.1.1 rebuild and reinstate the Premises or the part of them destroyed or damaged, to the reasonable satisfaction of the Landlord--in which case, on completion of the rebuilding and refurbishment, the Landlord must pay to the Tenant the amount that the Landlord has actually received under the insurance policy in respect of the destruction or damage, or

5.7.10.1.2 pay to the Landlord on demand with interest the amount of the insurance money so irrecoverable--in which case the provisions of clauses 5.5 and 5.6 are to apply.

5.8 Landlord's further insurance covenants

5.8.1 The Landlord covenants with the Tenant to observe and perform the requirements set out in this clause 5.8 in relation to the insurance policy effected by the Landlord pursuant to his obligations contained in this Lease.

5.8.2 Copy policy

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

5.8.3 Noting of the Tenant's interest

5.8.3.1 The Landlord must ensure that the interest of the Tenant is noted or endorsed on the policy.

5.8.4 Change of risks

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

5.8.5 Waiver of subrogation

5.8.5.1 The Landlord must produce to the Tenant on demand written confirmation from the insurers that they have agreed to waive all rights of subrogation against the Tenant.

5.9 .Third party and public liability insurance

5.9.1 The Tenant must effect third party and public liability insurance in the sum of at least £10 million in respect of any event.

6 FORFEITURE

If and whenever during the Term:

6.1 the Lease Rents, or any of them or any part of them, or any VAT payable on them, are outstanding for 30 days after becoming due, whether formally demanded or not, or

6.2 the Tenant breaches any covenant or other term of this Lease, or

6.3 the Tenant, being an individual, becomes subject to a bankruptcy order, or

6.4 the Tenant being a company, enters into liquidation whether compulsory or voluntary, but not if the liquidation is for amalgamation or reconstruction of a solvent company, or enters into administration or has a receiver appointed over all or any part of its assets, or

6.5 the Tenant enters into or makes any proposal to enter into any voluntary arrangement pursuant to the Insolvency Act 1986 or any other arrangement or composition for the benefit of his creditors, or

6.6 the Tenant has any distress, sequestration or execution levied on his goods,

6.7 and, where the Tenant is more than one person, if and whenever any of the events referred to in this clause happens to any one or more of them, the Landlord may at any time re-enter the Premises, or any part of them in the name of the whole notwithstanding the waiver of any previous right of re-entry and thereupon the Term is to cease absolutely but without prejudice to any rights or remedies that may have accrued to the Landlord against the Tenant or the Guarantor or to the Tenant against the Landlord in respect of any breach of covenant or other term of this Lease, including the breach in respect of which the re-entry is made.

7 MISCELLANEOUS

7.1 Exclusion of warranty as to use

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

7.2 Exclusion of third party rights

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

7.3 Representations

7.3.1 The Tenant acknowledges that this Lease has not been entered into in reliance wholly or partly on any statement or representation made by or on behalf of the Landlord, except any such statement or representation expressly set out in this Lease.

7.4 Documents under hand

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

7.5 .Tenant's property

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

7.5.2 The Tenant must indemnify the Landlord against:

7.5.2.1 any damage occasioned to the Premises by; and

7.5.2.2 any losses caused by or related to

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

7.6 Compensation on vacating excluded

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

7.7 Notices

7.7.1 Form and service of notices

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

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

7.7.1.1.2 it is served:

7.7.1.1.2.1 where the receiving party is a company incorporated within Great Britain, at the registered office,

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

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

7.7.2 Deemed delivery

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

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

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

7.7.3 Joint recipients

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

7.8 Party walls

7.8.1 Any walls dividing the Building on the Premises from any other buildings are to be party walls within the meaning of the Law of Property Act 1925 Section 38 and must be maintained at the equally shared expense of the Tenant and the Landlord.

7.9 New Tenancy

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

7.10 Capacity of tenants

7.10.1 It is declared that the persons comprising the Tenant hold this Lease as trustees for the Tenant.

7.11 Limitation of liability of the Landlord

7.11.1 The Landlord shall not be liable under his obligations contained in this Lease after the Landlord has assigned his interest in the Premises.

8 RIGHTS, EASEMENTS ETC

8.1 The operation of the Law of Property Act 1925 Section 62 shall be excluded from this Lease and the only rights granted to the Tenant are those expressly set out in this Lease and the Tenant shall not by virtue of this Lease be deemed to have acquired or be entitled to any other rights and the Tenant shall not during the Term acquire or become entitled by any means whatever to any easement from or over or affecting any adjoining property of the Landlord.

9 CHARITY STATUS

9.1 The Premises are held by Landlord in trust for the Lloyd Recreation Ground Charity a non-exempt charity, and this Lease is not one falling within the Charities Act 2011 Section 117(3)(a)-(d) so that the restrictions on disposition imposed by Sections 117-121 of that Act apply to the land.

9.2 The Landlord certifies that it has power under its trusts to effect this disposition and that it has complied with the provisions of the Charities Act 2011 Sections 117-121 so far as applicable to this disposition.

IN WITNESS the parties have executed this document as a deed on the date set out above.

SCHEDULE 1

The Rights Granted

- 1 In common with all others so entitled to use the Car Park subject to the provisions of clause 3.
- 2 In common with all others so entitled to use the Path subject to the provisions of clause 3.
- 3 To connect into and to use the Adjoining Conduits subject to the provisions of clause 3.
- 4 To use the Common Areas subject to the provisions of clause 3

SCHEDULE 2

The Rights Reserved

- 1 To enter the Premises for the purposes of and subject to clause 3.15.
- 2 To connect into, and to renew and to use the Conduits and to provide additional or substitute Conduits.

- 3 To erect, adapt, renew or demolish any buildings on the adjoining property of the Landlord.
- 4 To enter the Premises to enable the Landlord to carry out its obligations under clause 4.2.

SCHEDULE 3

The Operational Covenants

- 1 The Tenant must use the Premises for the Permitted User only.
- 2 The Tenant must not discharge into any Conduits any oil, grease or other deleterious matter or any substance which may be or become a source of danger or injury to the drainage system.
- 3 The Tenant must keep the gates of the Premises locked when the Premises are not in actual use by members of the Club.
- 4 The Tenant must not permit any vehicles belonging to the Tenant or any employees or members of the Club or their guests or visitors to stand on the **Path** or the pavements and to use its best endeavours to ensure that such persons shall not permit any vehicle so to stand on such path or pavement.
- 5 The Tenant must not use the Premises other than between 09.00 and 21.00 hours.

Executed as a deed on behalf of the Landlord

Councillor

Councillor

Executed as a deed on behalf of the Tenant

Trustee

In the presence of:

Trustee

In the presence of: