

These are the notes referred to on the following official copy

Title Number WT292374

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

DATED

3rd February 2011

LEASE

relating to

SOCIAL CLUB



CHATHAM CLOSE, SALISBURY

BETWEEN

WILTSHIRE COUNCIL (1)



AND

WILLIAM JOHN WEEKS and CAROLINE MICHELLE BURNETT

as Trustees of

the **STRATFORD SOCIAL CLUB (2)**

WE CERTIFY THAT THIS IS A TRUE AND COMPLETE
COPY OF THE ORIGINAL
TRETHOWANS LLP
LONDON ROAD OFFICE PARK
LONDON ROAD
SALISBURY SP1 3HP
9/2/11

CONTENTS

CLAUSE

1.	Interpretation	3
2.	Grant	7
3.	Ancillary rights	7
4.	Rights excepted and reserved	8
5.	Third Party Rights	10
6.	The Annual Rent	10
7.	Review of the Annual Rent	10
8.	Services and Service Charge	12
9.	Insurance	13
10.	Rates and taxes	15
11.	Utilities	15
12.	Common items	15
13.	VAT	16
14.	Default interest and interest	16
15.	Costs	16
16.	Compensation on vacating	17
17.	No deduction, counterclaim or set-off	17
18.	Registration of this lease	17
19.	Assignments	17
20.	Underlettings	18
21.	Sharing occupation	20
22.	Charging	20
23.	Prohibition of other dealings	20
24.	Registration and notification of dealings and occupation	20
25.	Closure of the registered title of this lease	21
26.	Repairs	21
27.	Decoration	22
28.	Alterations	22
29.	Signs	22
30.	Returning the Property to the Landlord	22
31.	Use	23
32.	Management of the Estate	23
33.	Compliance with laws	24
34.	Encroachments, obstructions and acquisition of rights	25
35.	Remedy breaches	25
36.	Indemnity	26
37.	Landlord's covenant for quiet enjoyment	26
38.	Condition for re-entry	26
39.	Liability	27
40.	Entire agreement and exclusion of representations	28
41.	Notices, consents and approvals	28
42.	Governing law and jurisdiction	29

43.	Contracts (Rights of Third Parties) Act 1999.....	29
44.	Landlord and Tenant (Covenants) Act 1995	29
45.	Liability	32

PRESCRIBED CLAUSES

LR1. Date of lease 3rd February 2011
2010

LR2. Title number(s)

LR2.1 Landlord's title number(s) WT245500

LR2.2 Other title numbers

None

LR3. Parties to this lease

Landlord Wiltshire Council of Bythesea Road, Trowbridge, Wiltshire BA14 8JN

Tenant William John Weeks and Caroline Michelle Burnett as Trustees of the Stratford Social Club of Stratford Social Club Stratford Social Club Chatham Close Salisbury Wiltshire

Other parties

None

Guarantor

None

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 this lease.

LR5. Prescribed statements etc.

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

None

LR8. Prohibitions of 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

The easements as specified in clause 3 of this lease

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

The easements as specified in clause 4 of this lease

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 as Trustees of The Stratford Social Club

THIS LEASE is dated

3rd February

2010²⁰¹¹

PARTIES

- (1) Wiltshire Council of Bythesea Road, Trowbridge, Wiltshire, BA14 8JN (**Landlord**).
- (2) William John Weeks and Caroline Michelle Burnett as Trustees of the Stratford Social Club, Stratford Social Club, Chatham Close Salisbury Wiltshire (**Tenant**).

AGREED TERMS

1. INTERPRETATION

1.1 The definitions and rules of interpretation set out in this clause apply to this lease.

Annual Rent: rent at an initial rate of £6,400 per annum for the first year of the Contractual Term rent at the rate of £10,000 for the second year of the Contractual Term and rent at the rate of £15,000 for the third year of the Contractual Term and then as revised pursuant to this lease.

Access Areas: the roads, paths, parking areas shown hatched brown on Plan 2 serving the Estate

Base Rent: rent of £15,000 per annum

Base RPI Month: July 2010

Building: the community building shown edged red and cross hatched red on Plan 2

Contractual Term: a term of twenty five years beginning on, and including the date of this lease and ending on, and including 7th August 2010 and ending on, and including 6th August 2035

CDM Regulations: the Construction (Design and Management) Regulations 2007.

Default Interest Rate: four percentage points above the Interest Rate.

Estate: each and every part of the adjoining and neighbouring property in which the Landlord has an interest shown in part edged in part edged blue and in part cross hatched blue on Plan 2

Insurance Rent: the aggregate in each year of the:

- (a) gross cost of the premium before any discount or commission for the insurance of:
 - (i) the Property, other than any plate glass, for its full reinstatement cost (taking inflation of building costs into account) against loss or damage by or in consequence of the Insured Risks, including costs of demolition, site clearance, site protection and shoring-up, professionals' and statutory fees and incidental expenses, the cost of any work which may be required under any law and VAT in respect of all those costs, fees and expenses; and

bTD for the landlord

- (ii) loss of Annual Rent from the Property for three years;
- (b) a fair proportion of the gross cost of the premium before any discount or commission for the insurance of:
 - (i) the Access Areas for their full reinstatement cost (taking inflation of building costs into account) against loss or damage by or in consequence of the Insured Risks, including costs of demolition, site clearance, site protection and shoring-up, professionals' and statutory fees and incidental expenses, the cost of any work which may be required under any law and VAT in respect of all those costs, fees and expenses; and
 - (ii) public liability in relation to the Access Areas; and
- (c) any insurance premium tax payable on the above.

Insured Risks: means fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion subsidence, landslip and heave 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.

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

Permitted Use:

Not to use the Property other than for the purposes of the Stratford Social Club ("the Club") pursuant to the objects of the Club including Community Hall and Social Club use or any related charitable and/or not for profit purposes for the benefit of the community as a whole

Plan 1: the plan attached to this lease marked "Plan 1".

Plan 2: the plan attached to this lease marked "Plan 2".

Property: that part of the Building shown edged red on Plan 1 bounded by and including :-

- (a) the floor screed
- (b) the ceiling plasterboard and skim
- (c) the interior plaster finishes of exterior walls and columns
- (d) the plaster finishes of the interior walls and columns
- (e) the doors and windows within the interior walls and columns and their frames and fittings
- (f) one half of the thickness of the interior non-structural walls and columns that adjoin the remainder of the Building

- (g) any open space / recreation area outside the Building but within the land shown edged red on Plan 1

BUT excluding:-

- (h) the windows in the exterior walls and their frames and fittings
- (i) the whole of the interior structural load bearing walls and columns within that part of the Building other than their plaster finishes other than the doors and windows and their frames and fittings within such walls
- (j) all Service Media within that part of the Building but which do not exclusively serve that part of the Building

Rent Commencement Date:

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

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

Review Date: 7th August 2015 and every fifth anniversary of that date.

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

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

Services: the services listed in clause 8.1.

Third Party Rights: all rights, covenants and restrictions affecting the Estate including the matters referred to at the date of this lease in Title Number WT245500

VAT: value added tax chargeable under the Value Added Tax Act 1994 or any similar replacement or additional tax.

1954 Act: Landlord and Tenant Act 1954.

- 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, consent, approval 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 its successors in title and assigns.
- 1.4 In relation to any payment, a reference to a **fair proportion** is to a fair proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord.
- 1.5 The expressions **landlord covenant** and **tenant covenant** each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.

- 1.6 Unless the context otherwise requires, references to the **Access Areas**, the **Estate** and the **Property** are to the whole and any part of them or it.
- 1.7 The expression **neighbouring property** does not include the Estate.
- 1.8 A reference to the **term** is to the Contractual Term
- 1.9 A reference to the **end of the term** is to the end of the term however it ends.
- 1.10 References to the **perpetuity period** are to the period of 80 years from the commencement of the term and that period is the perpetuity period for the purposes of section 1 of the Perpetuities and Accumulations Act 1964.
- 1.11 References to the **consent** of the Landlord are to the consent of the Landlord given in accordance with clause 41.4 and references to the **approval** of the Landlord are to the approval of the Landlord given in accordance with clause 41.5.
- 1.12 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.13 Unless otherwise specified, a reference to a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under it and all orders, notices, codes of practice and guidance made under it.
- 1.14 A reference to laws in general is to all local, national and directly applicable supra-national laws in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under them and all orders, notices, codes of practice and guidance made under them.
- 1.15 Any obligation in this lease on the Tenant not to do something includes an obligation not to agree to or suffer that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.16 Unless the context otherwise requires, where the words **include(s)** or **including** are used in this lease, they are deemed to have the words "without limitation" following them.
- 1.17 A **person** includes a corporate or unincorporated body.
- 1.18 References to **writing** or **written** do not include faxes or email.
- 1.19 Except where a contrary intention appears, a reference to a clause or Schedule, is a reference to a clause of, or Schedule to, this lease and a reference in a Schedule to a paragraph is to a paragraph of that Schedule.

1.20 Clause, Schedule and paragraph headings do not affect the interpretation of this lease.

2. GRANT

2.1 The Landlord lets with full title guarantee the Property to the Tenant for the Contractual Term.

2.2 The grant is made together with the ancillary rights set out in clause 3, excepting and reserving to the Landlord the rights set out in clause 4, and subject to the Third Party Rights.

2.3 The grant is made with the Tenant paying the following as rent to the Landlord:

- (a) the Annual Rent and all VAT in respect of it;
- (b) the Insurance Rent, and
- (c) all interest payable under this lease; and
- (d) all other sums due under this lease.

3. ANCILLARY RIGHTS

3.1 The Landlord grants the Tenant the following rights (the **Rights**):

- (a) The right to use the Access Areas for the purposes of vehicular and pedestrian access to and egress from the Property
- (b) the right to use and to connect into any Service Media at the Estate that belong to the Landlord and serve (but do not form part of) the Property which are in existence at the date of this lease or are installed during the perpetuity period;
- (c) the right to enter the Access Areas so far as is reasonably necessary to carry out any works to the Property required or permitted by this lease; and
- (d) the right of support and protection for the Property from the remainder of the Building
- (e) the right of access upon the Estate to maintain and repair the Property and any Service Media that exclusively serve the Property

3.2 The Rights are granted in common with the Landlord and any other person authorised by the Landlord.

3.3 The Rights are granted subject to the Third Party Rights insofar as the Third Party Rights affect the Access Areas and the Tenant shall not do anything that may interfere with any Third Party Right.

- 3.4 The Tenant shall exercise the Rights only in connection with its use of the Property for the Permitted Use and in accordance with any regulations made by the Landlord as mentioned in clause 32.1.
- 3.5 The Tenant shall comply with all laws relating to its use of the Access Areas pursuant to the Rights.
- 3.6 In relation to the Rights mentioned in clause 3.1(a), the Landlord may, at its discretion, change the route of any means of access to or egress from the Property and may change the area over which any of those Rights are exercised provided that the Tenant maintains rights of access to have proper use and enjoyment of the Property.
- 3.7 In relation to the Rights mentioned in clause 3.1(b), the Landlord may, at its discretion, re-route or replace any such Service Media and that Right shall then apply in relation to the Service Media as re-routed or replaced
- 3.8 In exercising the Right mentioned in clause 3.1(c), the Tenant shall cause as little inconvenience and damage to the Access Areas and the other tenants and occupiers of the Estate as is reasonably practicable and shall promptly make good (to the satisfaction of the Landlord) any damage caused to the Access Areas by reason of the Tenant exercising that Right.
- 3.9 Except as mentioned in this clause 3, neither the grant of this lease nor anything in it confers any right over the Access Areas or any neighbouring property nor is to be taken to show that the Tenant may have any right over the Access Areas or any neighbouring property, and section 62 of the Law of Property Act 1925 does not apply to this lease.

4. RIGHTS EXCEPTED AND RESERVED

- 4.1 The following rights are excepted and reserved from this lease to the Landlord for the benefit of the Estate:
- (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, but not forming part of, the Property which are in existence at the date of this lease or which are installed or constructed during the period of 80 years from the commencement of the term (and that period is the perpetuity period for the purposes of section 1 of the Perpetuities and Accumulations Act 1964); the right to install and construct Service Media at the Property to serve any part of the Estate (whether or not such Service Media also serve the Property); and the right to re-route any Service Media mentioned in this paragraph;

- (c) at any time during the term, the full and free right to develop any part of the Estate (other than the Property (subject to clause 4.1(f)) or any part of the Access Areas over which rights are expressly granted by this deed) as the Landlord may think fit;
- (d) the right to erect temporary scaffolding at the Property or on the Estate and attach it to any building 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;
- (f) the right to re-route any means of access to or egress from the Property to change the areas over which the Rights mentioned in clause 3.1(a) to clause (c) are exercised; and
- (g) the right to re-route and replace any Service Media over which the Rights mentioned in clause 3.1(b) are exercised; and
- (h) the right for the Landlord and those authorised by it to use the toilet accommodation within the Property before, during and after rugby matches played on adjoining land leased by the Landlord to Salisbury Rugby Union Football Club subject to compliance with the Tenant's reasonable security and cleaning arrangements and subject to at least 24 hours notice that such toilet accommodation is required

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 adversely affect the use and enjoyment of the Property for the Permitted Use.

4.2 The Landlord reserves the right to enter the Property:

- (a) to repair, maintain, install, construct re-route or replace any Service Media or structure relating to any of the Reservations; and
- (b) for any other purpose mentioned in or connected with:
 - (i) this lease;
 - (ii) the Reservations; and
 - (iii) the Landlord's interest in the Property or the Estate.

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 The Tenant shall allow all those entitled to exercise any right to enter the Property, to do so with their workers, contractors, agents and professional advisors, and to enter the Property at any reasonable time (whether or not during usual business hours) and,

except in the case of an emergency, after having given reasonable prior written notice to the Tenant.

4.5 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 the Reservations except for:

- (a) physical damage to the Property; or
- (b) any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.

5. THIRD PARTY RIGHTS

5.1 The Tenant shall comply with all obligations on the Landlord relating to the Third Party Rights insofar as those obligations relate to the Property and shall not do anything (even if otherwise permitted by this lease) that may interfere with any Third Party Right.

5.2 The Tenant shall allow the Landlord and any other person authorised by the terms of the Third Party Right to enter the Property in accordance with its terms.

6. THE ANNUAL RENT

6.1 The Tenant shall pay the Annual Rent and any VAT in respect of it by four equal instalments in advance on or before the Rent Payment Dates. The payments shall be made by banker's standing order or by any other method that the Landlord requires at any time by giving notice to the Tenant.

6.2 The first instalment of the Annual Rent and any VAT in respect of it shall be made on the Rent Commencement Date and shall be the proportion, calculated on a daily basis, in respect of the period from the Rent Commencement Date until the day before the next Rent Payment Date.

7. REVIEW OF THE ANNUAL RENT

7.1 In this clause the "President" is the President for the time being of the Royal Institution of Chartered Surveyors or a person acting on his behalf, and the Surveyor is the independent valuer appointed pursuant to clause 7.10

7.2 The amount of Annual Rent shall be reviewed on each Review Date to the greater of:-

- (a) the Annual Rent payable immediately before the relevant Review Date (or which would then be payable but for any abatement or suspension of the Annual Rent or restriction on the right to collect it); and
- (b) the indexed rent determined pursuant to this clause.

- 7.3 The indexed rent shall be determined at the relevant Review Date by multiplying the Base Rent by All Items index value of the RPI for the month two months before the month in which the relevant Review Date falls, then dividing the product by All Items index value of the RPI for the Base RPI Month
- 7.4 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.
- 7.5 If the revised Annual Rent has not been calculated by the Landlord and notified to the Tenant on or before the relevant Review Date, the Annual Rent payable from that Review Date shall continue at the rate payable immediately before that Review Date no later than five working days after the revised Annual Rent is notified by the Landlord to the Tenant, the Tenant shall pay:
- (a) The shortfall (if any) between the amount that it has paid for the period from the Review Date until the Rent Payment Date following the date of notification of the revised Annual Rent and the amount that would have been payable had the revised Annual Rent been notified on or before that Review Date; and
 - (b) Interest at the Interest Rate on that shortfall 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 notified on or before that Review Date and the date payment is received by the Landlord
- 7.6 Time shall not be of the essence for the purposes of this clause
- 7.7 Subject to clause 7.8 if there is any change to the methods used to compile the RPI, including any change to the items from which 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 any such change..
- 7.8 If either the Landlord or the Tenant reasonably believes that any change referred to in clause 7.7 would fundamentally affect the calculation of the indexed rent in accordance with this clause 7 and has given notice to the other party of this belief, or if it becomes impossible or impracticable to calculate the indexed rent in accordance with this clause 7 then the Landlord and the Tenant shall agree an alternative mechanism for reviewing the Annual Rent, including substituting an alternative index for the RPI.
- 7.9 If 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 clause 7, or if the Landlord and the Tenant fail to reach agreement under clause 7.8 the question, dispute or disagreement is to be determined by the Surveyor, who shall have

full power to determine the question, dispute or disagreement, including the power to specify an alternative mechanism for setting the Annual Rent, including substituting an alternative index for the RPI.

- 7.10 If an independent valuer needs to be appointed to determine any matters referred to in this clause 7 the Landlord and the Tenant may appoint such a valuer at any time before either of them applies to the President for an independent valuer to be appointed. The independent valuer shall be a Member or Fellow of the Royal Institution of Chartered Surveyors
- 7.11 The Surveyor shall act as an expert and not as an arbitrator and shall provide reasons for any determination.
- 7.12 The Surveyor shall give the Landlord and the Tenant an opportunity to make written representations to the Surveyor and to make written counter-representations commenting on the representations of the other party to the Surveyor
- 7.13 If the Surveyor dies, delays or becomes unwilling or incapable of acting, then either the Landlord or the Tenant may apply to the President to discharge the Surveyor and clause 7.10 shall then apply in relation to the appointment of a replacement
- 7.14 The fees and expenses of the Surveyor and the cost of the Surveyor's appointment and any counsel's fees, or other fees reasonably incurred by the Surveyor shall be payable by the Landlord and the Tenant in the proportions that the Surveyor directs (or if the Surveyor makes no direction, then equally). If the Tenant does not pay its part of the Surveyor's fees and expenses within ten working days after demand by the Surveyor, the Landlord may pay that part and the amount it pays shall be a debt of the Tenant due and payable on demand to the Landlord. The Landlord and the Tenant shall otherwise each bear their own costs in connection with the rent review

8. SERVICES

8.1 The Services are:

- (a) cleaning, maintaining and repairing the Access Areas including all Service Media forming part of the Access Areas and remedying any inherent defect;
- (b) maintaining the landscaped and grassed areas of the Access Areas;
- (c) any other service or amenity 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 Estate.

8.2 Subject to the Tenant paying a fair proportion of the costs of the Services within 14 days of demand (but the Tenant shall not be liable to contribute to any costs of

remedying inherent defects at the Building or the Estate) the Landlord shall use its reasonable endeavours to repair, maintain and clean the roads, paths and parking areas on the Access Areas. The Landlord may, but shall not be obliged to, provide any of the other Services. The Landlord shall not be obliged to carry out any repair where the need for that repair has arisen by reason of any damage or destruction by a risk against which the Landlord is not obliged to insure.

9. INSURANCE

9.1 Subject to clause 9.2, the Landlord shall keep the Property and the Access Areas (other than any plate glass at the Property) insured against loss or damage by the Insured Risks for the sum which the Landlord properly considers to be its full reinstatement cost (taking inflation of building costs into account). The Landlord shall not be obliged to insure any part of the Property installed by the Tenant.

9.2 The Landlord's obligation to insure is subject to:

- (a) any exclusions, limitations, excesses and conditions that may be imposed by the insurers; and
- (b) insurance being available in the London insurance market on reasonable terms acceptable to the Landlord.

9.3 The Tenant shall pay to the Landlord within 14 days of demand:

- (a) the Insurance Rent;
- (b) any amount that is deducted or disallowed by the insurers pursuant to any excess provision in the insurance policy such excess not exceeding £1,000 per claim; and
- (c) any costs that the Landlord incurs in obtaining a valuation of the Property for insurance purposes and a fair proportion of any costs that the Landlord incurs in obtaining a valuation of the Estate for insurance purposes (but not more than once every 2 years).

9.4 The Tenant shall:

- (a) give the Landlord notice immediately any matter occurs that any insurer or underwriter may treat as material in deciding whether or on what terms to insure or to continue to insure the Property;
- (b) not do or omit anything as a result of which any policy of insurance of the Estate or any neighbouring property is likely to become void or voidable or otherwise prejudiced, or the payment of any policy money may be withheld, nor (unless the Tenant has previously notified the Landlord and has paid any increased or additional premium) anything as a result of which any increased or additional insurance premium may become payable;

- (c) comply, at all times with the requirements and recommendations of the insurers relating to the Property and the use by the Tenant of the Access Areas;
- (d) give the Landlord immediate notice of the occurrence of any damage or loss relating to the Property arising from an Insured Risk or of any other event that might affect any insurance policy relating to the Property;
- (e) not effect any insurance of the Property (except any plate glass at the Property), but if it becomes entitled to the benefit of any insurance proceeds in respect of the Property (other than in respect of plate glass) pay those proceeds or cause them to be paid to the Landlord; and
- (f) pay the Landlord an amount equal to any insurance money that the insurers of the Estate refuse to pay (in relation to the Estate) by reason of any act or omission of the Tenant or any undertenant, their workers, contractors or agents or any person at the Property or the Access Areas with the actual or implied authority of any of them.

9.5 The Landlord shall, subject to obtaining all necessary planning and other consents, use all insurance money received (other than for loss of rent) in connection with any damage to the Property or the Access Area to repair the damage for which the money has been received or (as the case may be) in rebuilding the Property or the Access Areas, as the case may be the Landlord make up any shortfall out of the Landlord's own monies. The Landlord shall not be obliged to:

- (a) provide accommodation identical in layout or design so long as accommodation reasonably equivalent to that previously at the Property or the Access Areas is provided; or
- (b) repair or rebuild if the Tenant has failed to pay any of the Insurance Rent; or
- (c) repair or rebuild the Property or the Access Areas after a notice has been served pursuant to clause - 9.7.

9.6 If the Property is damaged or destroyed by an Insured Risk so as to be unfit for occupation and use or if the Access Areas are damaged or destroyed by an Insured Risk so as to make the Property inaccessible or unusable then, unless the policy of insurance in relation to the Property or the Access Areas has been vitiated in whole or in part in consequence of any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person on the Property or the Access Areas with the actual or implied authority of any of them, payment of the Annual Rent and the service charge referred to at clause 8.2, or a fair proportion them according to the nature and extent of the damage, shall be suspended until the Property has been reinstated and made fit for occupation and use or the Access Areas have been reinstated so as to make the Property accessible or useable (as the case may be), or until the end of three years from the date of damage or destruction, if sooner.

9.7 The Landlord or the Tenant may terminate this lease by giving notice to the other party if, following damage or destruction of the Property or the Access Areas by an Insured Risk, the Property has not been reinstated so as to be fit for occupation and use or the Access Areas have not been reinstated so as to make the Property accessible or useable within three years after the date of damage or destruction. On giving this notice this lease shall determine but this shall be without prejudice to any right or remedy of the Landlord or the Tenant in respect of any breach of the covenants of this lease. Any proceeds of the insurance (other than any insurance for plate glass) shall belong to the Landlord.

10. RATES AND TAXES

10.1 The Tenant shall pay all present and future rates, taxes and other impositions payable in respect of the Property, its use and any works carried out there, other than:

- (a) any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; or
- (b) any taxes, other than VAT and insurance premium tax, payable by the Landlord by reason of the receipt of any of the rents due under this lease.

10.2 The Tenant shall not 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 such approval not to be unreasonably withheld or delayed.

10.3 If, after the end of the term, the Landlord loses rating relief (or any similar relief or exemption) because it has been allowed to the Tenant, then the Tenant shall pay the Landlord an amount equal to the relief or exemption that the Landlord has lost.

11. UTILITIES

11.1 The Tenant shall 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.

11.2 The Tenant shall comply with all laws and with any recommendations of the relevant suppliers relating to the use of those services and utilities.

12. COMMON ITEMS

12.1 The Tenant shall pay the Landlord on demand a fair proportion of all costs payable by the Landlord for the maintenance, repair, lighting, cleaning and renewal of all Service Media, structures and other items not on the Estate but used or capable of being used by the Estate in common with other land but for the avoidance of doubt shall not be obliged to contribute to the Landlord's expenditure for carrying out its obligations pursuant to clause 37.1(b).

12.2 The Tenant shall 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.

13. VAT

13.1 All sums payable by the Tenant are exclusive of any VAT that may be chargeable. The Tenant shall pay VAT in respect of all taxable supplies made to it in connection with this lease on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.

13.2 Every obligation on the Tenant, under or in connection with this lease, to pay the Landlord or any other person any sum by way of a refund or indemnity, shall include an obligation to pay an amount equal to any VAT incurred on that sum by the Landlord or other person except, to the extent that the Landlord or other person obtains or could obtain credit for such VAT under the Value Added Tax Act 1994.

14. DEFAULT INTEREST AND INTEREST

14.1 If any Annual Rent or any other money payable under this lease has not been paid by the date 14 days after it is due, whether it has been formally demanded or not, the Tenant shall pay the Landlord interest at the Default Interest Rate (both before and after any judgment) on that amount for the period from the due date to and including the date of payment.

14.2 If the Landlord does not demand or accept any Annual Rent or other money due or tendered under this lease because the Landlord reasonably believes that the Tenant is in breach of any of the tenant covenants of this lease, then the Tenant shall, when that amount is accepted by the Landlord, also pay interest at the Interest Rate on that amount for the period from the date the amount (or each part of it) became due until the date it is accepted by the Landlord.

15. COSTS

15.1 The Tenant shall pay the reasonable and proper costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses (incurred both during and after the end of the term) in connection with :-

- (a) the enforcement of the tenant covenants of this lease;
- (b) 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) serving any notice in connection with this lease under section 17 of the Landlord and Tenant (Covenants) Act 1995;

- (d) the preparation and service of a schedule of dilapidations during or within 3 months after the determination or expiry of the term in connection with this lease; and
- (e) any consent or approval applied for under this lease, whether or not it is granted unless the consent or approval is unreasonably withheld or delayed by the Landlord in circumstances where the Landlord is not unreasonably to withhold it .

15.2 Where the Tenant is obliged to pay or indemnify the Landlord against any solicitors' or other professionals' costs and expenses (whether under this or any other clause of this lease) that obligation extends to those costs and expenses assessed on a reasonable and proper basis.

16. COMPENSATION ON VACATING

Any right of the Tenant or anyone deriving title under the Tenant to claim compensation from the Landlord on leaving the Property under the Landlord and Tenant Act 1927 or the 1954 Act is excluded, except to the extent that the legislation prevents that right being excluded.

17. NO DEDUCTION, COUNTERCLAIM OR SET-OFF

The Annual Rent and all other money due under this lease are to be paid by the Tenant or any guarantor (as the case may be) without deduction, counterclaim or set-off.

18. REGISTRATION OF THIS LEASE

Promptly following the grant of this lease, the Tenant shall apply to register this lease at HM Land Registry. The Tenant shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly. Within one month after completion of the registration, the Tenant shall send the Landlord official copies of its title.

19. ASSIGNMENTS

19.1 The Tenant shall not assign the whole of this lease other to an assignee of similar status to the Tenant established for a charitable and/or not for profit community purpose and then not without the consent of the Landlord, such consent not to be unreasonably withheld or delayed.

19.2 The Tenant shall not assign part only of this lease.

19.3 The Landlord and the Tenant agree that for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 the Landlord may give its consent to an assignment subject to all or any of the following conditions:

- (a) a condition that the assignor (and any former tenant who because of section 11 of the Landlord and Tenant (Covenants) Act 1995 has not been released from the tenant covenants of this lease) enters into an authorised guarantee agreement which:
 - (i) is in respect of all the tenant covenants of this lease;
 - (ii) is in respect of the period beginning with the date the assignee becomes bound by those covenants and ending on the date when the assignee is released from those covenants by virtue of section 5 of the Landlord and Tenant (Covenants) Act 1995;
 - (iii) imposes principal debtor liability on the assignor (and any former tenant);
 - (iv) requires (in the event of a disclaimer of liability of this lease) the assignor (or former tenant as the case may be) to enter into a new tenancy for a term equal to the unexpired residue of the Contractual Term; and
 - (v) is otherwise in a form reasonably required by the Landlord;
- (b) a condition that a person of standing acceptable to the Landlord enters into a guarantee and indemnity of the tenant covenants of this lease in the form set out in the Schedule (but with such amendments and additions as the Landlord may reasonably require).

19.4 The Landlord and the Tenant agree that for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 the Landlord may refuse its consent to an assignment if any Annual Rent or other money due under this lease is outstanding.

19.5 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.

20. UNDERLETTINGS

20.1 The Tenant shall not underlet the whole of the Property other than to an undertenant using the Property for the Permitted Use established for charitable and/or not for profit community purposes

20.2 The Tenant shall not underlet part only of the Property

20.3 The Tenant shall not underlet 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; nor
- (c) allowing any rent free period to the undertenant that exceeds the period as is then usual in the open market in respect of such a letting

20.4 The Tenant shall not underlet the Property unless, before the underlease is granted, the Tenant has given the Landlord:

- (a) a certified copy of the notice served on the undertenant, as required by section 38A(3)(a) of the 1954 Act, applying to the tenancy to be created by the underlease, and
- (b) a certified copy of the declaration or statutory declaration made by the undertenant in accordance with the requirements of section 38A(3)(b) of the 1954 Act

20.5 Any underletting of the Tenant shall be by deed and shall include:

- (a) an agreement between the Tenant and the undertenant that the provisions of sections 24 to 28 of the 1954 Act are excluded from applying to the tenancy created by the underlease;
- (b) the reservation of a rent which is not less than the full open market rental value of the Property at the date the Property is underlet and which is payable at the same times as the Annual Rent under this lease (but this shall not prevent an underlease providing for a rent-free period of a length permitted by clause 20.3(c));
- (c) provisions for the review of rent at the same dates and on the same basis as the review of rent in this lease, unless the term of the underlease does not extend beyond the next Review Date;
- (d) a covenant by the undertenant, enforceable by and expressed to be enforceable by the Landlord (as superior landlord at the date of grant) and its successors in title in their own right, to observe and perform the tenant covenants in the underlease and any document that is supplemental or collateral to it and the tenant covenants in this lease, except the covenants to pay the rents reserved by this lease; and
- (e) provisions requiring the consent of the Landlord to be obtained in respect of any matter for which the consent of the Landlord is required under this lease

And shall otherwise be consistent with and include tenant covenants no less onerous (other than as to the Annual Rent) than those in this lease and in a form approved by the Landlord, such approval not to be unreasonably withheld or delayed.

20.6 In relation to any underlease granted by the Tenant, the Tenant shall:

- (a) not vary the terms of the underlease without the consent of the Landlord, such consent not to be unreasonably withheld or delayed;
- (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
- (c) ensure that in relation to any rent review the revised rent is not agreed without the approval of the Landlord, such approval not to be unreasonably withheld or delayed

21. SHARING OCCUPATION

The Tenant may permit hirings of part or parts of the Property for community purposes provided that no relationship of Landlord and Tenant is established by that arrangement

22. CHARGING

The Tenant shall not charge the whole or part only of this lease

23. PROHIBITION OF OTHER DEALINGS

Except as expressly permitted by this lease, the Tenant shall not assign, underlet, charge, part with or share possession or share occupation of this lease or the Property or hold the lease on trust for any person (except pending registration of a dealing permitted by this lease at HM Land Registry or by reason only of joint legal ownership).

24. REGISTRATION AND NOTIFICATION OF DEALINGS AND OCCUPATION

24.1 In this clause a **Transaction** is:

- (a) any dealing with this lease or the devolution or transmission of, or parting with possession of any interest in it; or
- (b) the creation of any underlease or other interest out of this lease, or out of any interest, 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.

24.2 In respect of every Transaction that is registrable at HM Land Registry, the Tenant shall promptly following completion of the Transaction apply to register it (or procure that the relevant person so applies). The Tenant shall (or shall procure that) any requisitions raised by HM Land Registry in connection with an application to register a Transaction are dealt with promptly and properly. Within one month of completion of the registration, the Tenant shall send the Landlord official copies of its title (and where applicable of the undertenant's title).

24.3 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 registration fee of £30 (plus VAT).

24.4 If the Landlord so requests, the Tenant shall promptly supply the Landlord with full details of the occupiers of the Property and the terms upon which they occupy it.

25. CLOSURE OF THE REGISTERED TITLE OF THIS LEASE

Within one month after the end of the term (and notwithstanding that the term has ended), the Tenant shall make an application to close the registered title of this lease and shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly; the Tenant shall keep the Landlord informed of the progress and completion of its application.

26. REPAIRS

26.1 The Tenant shall keep the Property clean and tidy and in good repair and condition but shall not be liable for any inherent defects in the Building or the Property.

26.2 The Tenant shall not be liable to repair the Property to the extent that any disrepair has been caused by an Insured Risk, unless and to the extent that:

- (a) the policy of insurance of the Property has been vitiated or any insurance proceeds withheld in consequence of any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any person on the Property with the actual or implied authority of any of them; or
- (b) the insurance cover in relation to that disrepair is excluded, limited, is unavailable or has not been extended, as mentioned in clause 9.2.

26.3 The Tenant shall keep the external areas of the Property in a clean and tidy condition and not allow any rubbish or waste to be left there. The Tenant shall clean all windows at the Property as often as is necessary.

27. DECORATION

- 27.1 The Tenant shall decorate the outside and the inside of the Property as often as is reasonably necessary and also in the last three months before the end of the term.
- 27.2 All decoration shall be carried out in a good and proper manner using good quality materials that are appropriate to the Property and the Permitted Use and shall include all appropriate preparatory work.
- 27.3 All decoration carried out in the last three months of the term shall also be carried out to the satisfaction of the Landlord and using materials, designs and colours approved by the Landlord such approval not to be unreasonably withheld or delayed.

28. ALTERATIONS

- 28.1 The Tenant shall not make any external or structural alteration or addition to the Property and shall not make any opening in any boundary structure of the Property.
- 28.2 The Tenant shall not install any Service Media on the exterior of the Property nor alter the route of any Service Media at the Property without the consent of the Landlord, such consent not to be unreasonably withheld.
- 28.3 The Tenant shall not make any internal, non-structural alteration to the Property without the consent of the Landlord, such consent not to be unreasonably withheld or delayed.

29. SIGNS

- 29.1 In this clause **Signs** include signs, fascia, placards, boards, posters and advertisements.
- 29.2 The Tenant shall not attach any Signs to the exterior of the Property or display any inside the Property so as to be seen from the outside, without the consent of the Landlord, such consent not to be unreasonably withheld or delayed.
- 29.3 Before the end of the term, the Tenant shall remove any Signs placed by it at the Property and shall make good any damage caused to the Property by that removal.

30. RETURNING THE PROPERTY TO THE LANDLORD

- 30.1 At the end of the term the Tenant shall return the Property to the Landlord in the repair and condition required by this lease.
- 30.2 If the Landlord gives the Tenant notice no later than three months before the end of the term, the Tenant shall remove items it has fixed to the Property, remove any

alterations it has made to the Property and make good any damage caused to the Property by that removal.

30.3 At the end of the term, the Tenant shall remove from the Property all chattels belonging to or used by it.

30.4 The Tenant irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels or items it has fixed to the Property and which have been left by the Tenant on the Property for more than ten working days after the end of the term. The Landlord shall not be liable to the Tenant by reason of that storage or disposal. The Tenant shall indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

30.5 If the Tenant does not comply with its obligations in this clause, then, without prejudice to any other right or remedy of the Landlord, the Tenant shall pay the Landlord an amount equal to the Annual Rent at the rate reserved immediately before the end of the term for the period that it would reasonably take to put the Property into the condition it would have been in had the Tenant performed its obligations under this clause. The amount shall be a debt due on demand from the Tenant to the Landlord.

31. USE

31.1 The Tenant shall not use the Property for any purpose other than the Permitted Use.

31.2 The Tenant shall not use the Property for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Landlord, the other tenants or occupiers of the Estates or any owner or occupier of neighbouring property.

31.3 The Tenant shall not overload any structural part of the Property nor any machinery or equipment at the Property nor any Service Media at or serving the Property.

32. MANAGEMENT OF THE ESTATE

32.1 The Tenant shall 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 Access Areas and the management of the Estate.

32.2 Nothing in this lease shall impose or be deemed to impose any restriction on the use of any other part of the Estate or any neighbouring property.

33. COMPLIANCE WITH LAWS

33.1 The Tenant shall comply with all laws relating to:

- (a) the Property and the occupation and use of the Property by the Tenant including but without limitation all requirements of the relevant Licencing Authorities;
- (b) the use of all Service Media and machinery and equipment at or serving the Property;
- (c) any works carried out at the Property; and
- (d) all materials kept at or disposed from the Property.

PROVIDED THAT the Tenant shall not be liable for any pre-existing contamination at the Property not caused by the Tenant.

33.2 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.

33.3 Within five working days after receipt of any notice or other communication affecting the Property or the Estate (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) in so far as it relates to the Property, 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.

33.4 The Tenant shall not apply for any planning permission for the Property without the Landlord's consent and such consent not to be unreasonably withheld or delayed.

33.5 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.

33.6 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.

33.7 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.

- 33.8 The Tenant shall keep 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 reasonably recommended by them or reasonably required by the Landlord and shall keep that machinery, equipment and alarms properly maintained and available for inspection.

34. ENCROACHMENTS, OBSTRUCTIONS AND ACQUISITION OF RIGHTS

- 34.1 The Tenant shall not grant any right or licence over the Property to any person save as expressly permitted by this Lease.

- 34.2 If any person 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 give notice to the Landlord; and
- (b) take all steps (including any proceedings) the Landlord reasonably requires to prevent or license the continuation of that encroachment or action.

- 34.3 The Tenant shall not obstruct the flow of light or air to the Property nor obstruct any means of access to the Property .

- 34.4 The Tenant shall not make any acknowledgement that the flow of light or air to the Property or any other part of the Estate or that the means of access to the Property or the Estate is enjoyed with the consent of any third party.

- 34.5 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 notify the Landlord; and
- (b) take all steps (including proceedings) the Landlord reasonably requires to prevent or secure the removal of the obstruction.

35. REMEDY BREACHES

- 35.1 The Landlord may enter the Property to inspect its condition and state of repair and may give the Tenant a notice of any breach of any of the tenant covenants in this lease relating to the condition or repair of the Property.

- 35.2 If the Tenant has not begun any works needed to remedy that breach within two months following that notice (or if works are required as a matter of emergency, then immediately) or if the Tenant is not carrying out the works with all due speed, then the Landlord may enter the Property and carry out the works needed.

35.3 The reasonable and proper costs incurred by the Landlord in carrying out any works pursuant to this clause (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand.

35.4 Any action taken by the Landlord pursuant to this clause shall be without prejudice to the Landlord's other rights, including those under clause 38.

36. INDEMNITY

The Tenant shall keep the Landlord indemnified against all expenses, costs, claims, damage and loss (including any diminution in the value of the Landlord's interest in the Estate and loss of amenity of the Estate) arising from any breach of any tenant covenants in this lease, or any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person on the Property or the Access Areas with the actual or implied authority of any of them.

37. LANDLORD'S COVENANTS

37.1 The Landlord covenants with the Tenant, that:

- (a) - 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 lawful interruption by the Landlord or any person claiming under the Landlord
- (b) to keep in good repair and condition the Building

38. CONDITION FOR RE-ENTRY

38.1 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 is unpaid 21 days after becoming payable whether it has been formally demanded or not;
- (b) any breach of any condition of, or tenant covenant, in this lease;
- (c) where the Tenant is a corporation,
 - (i) 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
 - (ii) the making of an application for an administration order or the making of an administration order in relation to the Tenant ; or
 - (iii) 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
- (iv) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant or
- (v) the commencement of a voluntary winding-up in respect of the Tenant , 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; or
- (vi) the making of a petition for a winding-up order or a winding-up order in respect of the Tenant ; or
- (vii) the striking-off of the Tenant or guarantor from the Register of Companies or the making of an application for the Tenant to be struck-off; or
- (viii) the Tenant otherwise ceasing to exist,
- (d) where the Tenant is an individual:
 - (i) 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
 - (ii) the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant .

38.2 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.

39. LIABILITY

39.1 At any time when the Landlord, the Tenant or a guarantor is more than one person, then in each case those persons shall be jointly and severally liable for their respective obligations arising by virtue of this lease. The Landlord may release or compromise the liability of any one of those persons or grant any time or concession to any one of them without affecting the liability of any other of them.

39.2 The obligations of the Tenant and any guarantor arising by virtue of this lease are owed to the Landlord and the obligations of the Landlord are owed to the Tenant.

39.3 In any case where the facts are or should reasonably be known to the Tenant, the Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this lease unless and until the Tenant has given the Landlord

notice of the facts that give rise to the failure and the Landlord has not remedied the failure within a reasonable time.

40. ENTIRE AGREEMENT AND EXCLUSION OF REPRESENTATIONS

40.1 This lease constitutes the entire agreement and understanding of the parties relating to the transaction contemplated by the grant of this lease and supersedes any previous agreement between the parties relating to the transaction.

40.2 The Tenant acknowledges that in entering into this lease it has not relied on, nor shall have any remedy in respect of, any statement or representation made by or on behalf of the Landlord.

40.3 Nothing in this clause shall, however, operate to limit or exclude any liability for fraud.

41. NOTICES, CONSENTS AND APPROVALS

41.1 Except where this lease specifically states that a notice need not be in writing, or where notice is given in an emergency, any notice given pursuant to this lease shall be in writing.

41.2 A written notice shall be delivered by hand or sent by pre-paid first class post or recorded delivery. A correctly addressed notice sent by pre-paid first class post shall be deemed to have been delivered at the time at which it would have been delivered in the normal course of the post.

41.3 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this lease.

41.4 Where the consent of the Landlord is required under this lease, a consent shall only be valid if it is given by deed, unless:

- (a) it is given in writing and signed by a person duly authorised on behalf of the Landlord; and
- (b) it expressly states that the Landlord waives the requirement for a deed in that particular case.

If a waiver is given, it shall not affect the requirement for a deed for any other consent.

41.5 Where the approval of the Landlord is required under this lease, an approval shall only be valid if it is in writing and signed by or on behalf of the Landlord, unless:

- (a) the approval is being given in a case of emergency; or
- (b) this lease expressly states that the approval need not be in writing.

41.6 If the Landlord gives a consent or approval under this lease, the giving of that consent or approval shall not imply that any consent or approval required from a third party has been obtained, nor shall it obviate the need to obtain any consent or approval from a third party.

42. GOVERNING LAW AND JURISDICTION

42.1 This lease shall be governed by and construed in accordance with the law of England and Wales.

42.2 The Landlord, the Tenant, and any guarantor irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this lease or the legal relationships established by it.

43. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

No term of this lease shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

44. LANDLORD AND TENANT (COVENANTS) ACT 1995

This lease creates a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995.

45. LIABILITY

WHEREAS the liability of the Tenant under the obligations herein contained and on its part to be observed and performed and the liability under such obligations and its successors in title being trustee(s) for the time being of the Tenant shall be limited to the amount of the assets of the Tenant but nothing herein contained shall affect any powers or remedies of the Landlord in respect of any breach non-observance non-performance of the said obligations except as regards the liability of the Tenant and its successors in title being such trustee(s) as aforesaid.

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

THE SCHEDULE

GUARANTEE AND INDEMNITY

1. GUARANTEE AND INDEMNITY

1.1 The Guarantor guarantees to the Landlord that the Tenant shall:

- (a) pay the rents reserved by this lease and observe and perform the tenant covenants of this lease and that if the Tenant fails to pay any of those rents or to observe or perform any of those tenant covenants, the Guarantor shall pay or observe and perform them; and
- (b) observe and perform any obligations the Tenant enters into in an authorised guarantee agreement made in respect of this lease (the Authorised Guarantee Agreement) and that if the Tenant fails to do so, the Guarantor shall observe and perform those obligations

1.2 The Guarantor covenants with the Landlord as a separate and independent primary obligation to indemnify the Landlord against any failure by the Tenant:

- (a) to pay any of the rents reserved by this lease or any failure to observe or perform any of the tenant covenants of this lease; and
- (b) to observe or perform any of the obligations the Tenant enters into in the Authorised Guarantee Agreement

2. GUARANTOR'S LIABILITY

2.1 The liability of the Guarantor under paragraph 1.1(a) and paragraph 1.2(a) shall continue until the end of the term or until the Tenant is released from the tenant covenants of this lease by virtue of the Landlord and Tenant (Covenants) Act 1995, if earlier

2/2 The liability of the Guarantor shall not be affected by:

- (a) any time or indulgence granted by the Landlord to the Tenant; or
- (b) any delay or forbearance by the Landlord in enforcing the payment of any of the rents or the observance or performance of any of the tenant covenants of this lease (or the Tenant's obligations under the Authorised Guarantee Agreement) or in making any demand in respect of any of them; or

- (c) any refusal by the Landlord to accept any rent or other payment due under this lease where the Landlord believes that the acceptance of such rent or payment may prejudice its ability to re-enter the Property; or
- (d) the Landlord exercising any right or remedy against the Tenant for any failure to pay the rents reserved by this lease or to observe or perform the tenant covenants of this lease (or the Tenant's obligations under the Authorised Guarantee Agreement); or
- (e) the Landlord taking any action or refraining from taking any action in connection with any other security held by the Landlord in respect of the Tenant's liability to pay the rents reserved by this lease or observe and perform the tenant covenants of the lease (or the Tenant's obligations under the Authorised Guarantee Agreement) including the release of any such security; or
- (f) a release or compromise of the liability of any one of the persons who is the Guarantor, or the grant of any time or concession to any one of them; or
- (g) any legal limitation or disability on the Tenant or any invalidity or irregularity of any of the tenant covenants of the lease (or the Tenant's obligations under the Authorised Guarantee Agreement) or any unenforceability of any of them against the Tenant; or
- (h) the Tenant being dissolved, or being struck off the register of companies or otherwise ceasing to exist, or, if the Tenant is an individual, by the Tenant dying or becoming incapable of managing its affairs; or
- (i) without prejudice to paragraph 4 the disclaimer of the Tenant's liability under this lease or the forfeiture of this lease; or
- (j) the surrender of part of the Property except that the Guarantor shall not be under any liability in relation to the surrendered part in respect of any period after the surrender; or

By any other act or omission except an express written release under seal of the Guarantor by the Landlord

- 2.3 The liability of each of the persons making up the Guarantor is joint and several
- 2.4 Any sum payable by the Guarantor shall be paid without any deduction, set-off or counter-claim against the Landlord or the Tenant

3. VARIATIONS AND SUPPLEMENTAL DOCUMENTS

- 3.1 The Guarantor shall at the request of the Landlord join in and give its consent to the terms of any consent approval variation or other document that may be entered into by the Tenant in connection with this lease (or the Authorised Guarantee Agreement).
- 3.2 The Guarantor shall not be released by any variation of the rents reserved by or the tenant covenants in this Lease (or the Tenant's obligations under the Authorised Guarantee Agreement) whether or not:
- (a) the variation is material or prejudicial to the Guarantor; or
 - (b) the variation is made in any document; or
 - (c) the Guarantor has consented, in writing or otherwise, to the variation
- 3.3 The liability of the Guarantor shall apply to the rents reserved by and the tenant covenants in this lease (and the Tenant's obligations under the Authorised Guarantee Agreement) as varied except to the extent that the liability of the Guarantor is affected by section 18 of the Landlord and Tenant (Covenants) Act 1995

4. GUARANTOR TO TAKE A NEW LEASE OR MAKE PAYMENT

- 4.1 If this lease is forfeited or the liability of the Tenant under this lease is disclaimed and the Landlord gives the Guarantor notice not later than six months after the forfeiture or the Landlord having received notice of the disclaimer the Guarantor shall enter into a new lease of the Property on the terms set out in paragraph 4.2
- 4.2 The rights and obligations under the new lease shall take effect from the date of the forfeiture or disclaimer and the new lease shall:
- (a) be granted subject to the right of any person to have this lease vested in them by the court and to the terms on which any such order may be made and subject to the rights of any third party existing at the date of the grant;
 - (b) for a term that expires at the same date as the end of the Contractual Term of this lease had there been no forfeiture or disclaimer;
 - (c) reserve as an initial annual rent an amount equal to the Annual Rent payable under this lease at the date of the forfeiture or disclaimer or which would be payable but for any abatement or suspension of the Annual Rent or restriction on the right to collect it (subject to paragraph 5) and which is subject to review on the same terms and dates provided by this lease; and

- (d) otherwise be on the same terms as this lease (as varied if there has been any variation)
- 4.3 The Guarantor shall pay the Landlord's solicitors' costs and disbursements (on a full indemnity basis) and any VAT in respect of them in relation to the new lease and shall execute and deliver to the Landlord a counterpart of the new lease within one month after service of the Landlord's notice
- 4.4 The grant of a new lease and its acceptance by the Guarantor shall be without prejudice to any other rights which the Landlord may have against the Guarantor or against any other person or in respect of any other security that the Landlord may have in connection with this lease
- 4.5 The Landlord may instead of giving the Guarantor notice pursuant to paragraph 4.1 but in the same circumstances and within the same time limit require the Guarantor to pay an amount equal to six months Annual Rent and the Guarantor shall pay that amount on demand

5. RENT AT THE DATE OF FORFEITURE OR DISLCAIMER

If at the date of the forfeiture or disclaimer there is a rent review pending under this lease, then the initial annual rent to be reserved by the new lease shall be the greater of:

- (a) the Annual Rent previously payable (or which would have been payable but for any abatement or suspension of the Annual Rent or restriction on the right to collect it) under the lease prior to forfeiture or disclaimer; and
- (b) the open market rent of the Property at the relevant Review Date as determined by the Landlord before the grant of the new lease

6. PAYMENTS IN GROSS AND RESTRICTIONS ON THE GUARANTOR

- 6.1 Any payment or dividend that the Landlord receives from the Tenant (or its estate) or any other person in connection with any insolvency proceedings or arrangement involving the Tenant shall be taken and applied as a payment in gross and shall not prejudice the right of the Landlord to recover from the Guarantor to the full extent of the obligations that are the subject of this guarantee and indemnity.
- 6.2 The Guarantor shall not claim in competition with the Landlord in any insolvency proceedings or arrangement of the Tenant in respect of any payment made by the Guarantor pursuant to this guarantee and indemnity. If it otherwise receives any money in such proceedings or arrangement it shall hold that money on trust for the Landlord to the extent of its liability to the Landlord

6.3 The Guarantor shall not without the consent of the Landlord exercise any right or remedy that it may have (whether against the Tenant or any other person) in respect of any amount paid or other obligation performed by the Guarantor under this guarantee and indemnity unless and until all the obligations of the Guarantor under this guarantee and indemnity have been fully performed

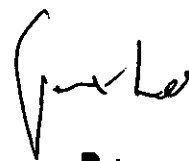
7. OTHER SECURITIES

7.1 The Guarantor warrants that it has not taken and covenants that it shall not take any security from or over the assets of the Tenant in respect of any liability of the Tenant to the Guarantor. If it does take or hold any such security it shall hold it for the benefit of the Landlord

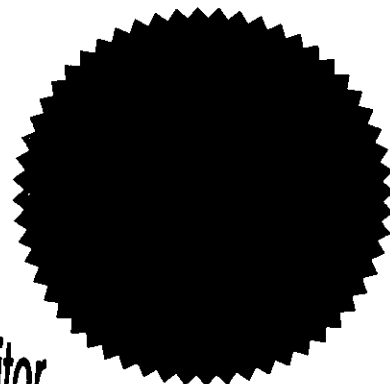
7.2 This guarantee and indemnity is in addition to any other security that the Landlord may at any time hold from the Guarantor or the Tenant or any other person in respect of the liability of the Tenant to pay the rents reserved by this lease and to observe and perform the tenant covenants of this lease. It shall not merge in or be affected by any other security.

7.3 The Guarantor shall not be entitled to claim or participate in any other security held by the Landlord in respect of the liability of the Tenant to pay the rents reserved by this lease or to observe and perform the tenant covenants of this lease

EXECUTED as a DEED by)
affixing the COMMON SEAL of)
WILTSHIRE COUNCIL)
In the presence of:)

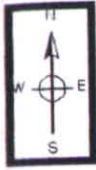


Principal Solicitor



2404

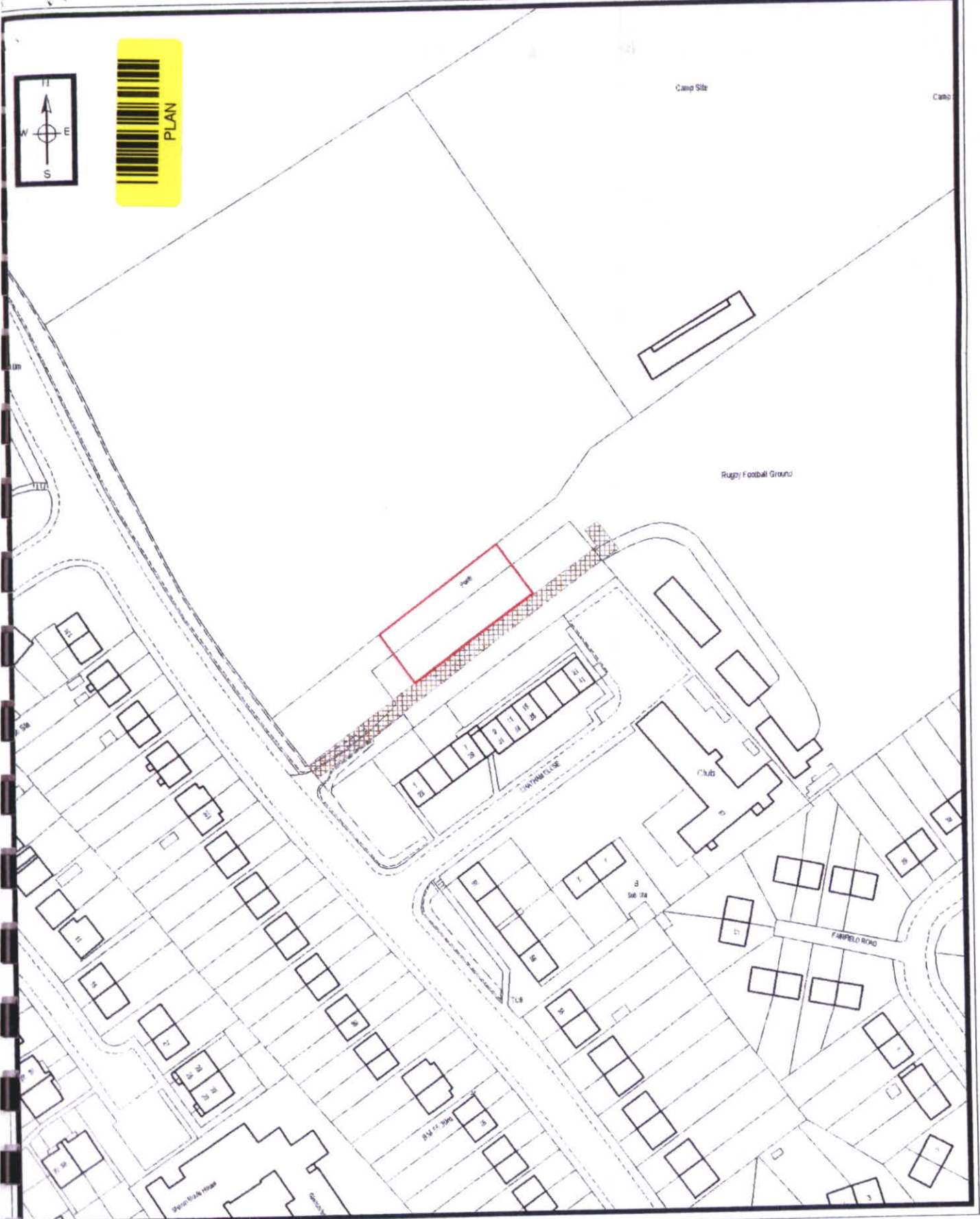
Authorised Signatory



Camp Site

Camp

Rugby Football Ground



Stratford Social Club

SCALE 1:1250 (at A4)

DATE 25th March 2009

DEPARTMENT Legal and Property

Reproduced from Ordnance Survey material with the permission of the Ordnance Survey on behalf of the Controller of Her Majesty's Stationary Office © Crown Copyright. Unauthorised reproduction infringes Crown Copyright and may lead to prosecution or civil proceedings. Licence No. 100033329. Salisbury District Council. 2005



Handwritten mark or signature in the bottom right corner.

