

**Dated**

**2019**

-----

**Lease**

relating to

Tennis Courts, Alice Park, Lambridge, Bath

between

**The Official Custodian for Charities**

**(Landlord)**

and

[            ]

**(Tenant)**

## Contents

### Clause

1	Definitions .....	5
2	Interpretations .....	6
3	Demise .....	7
4	Rent .....	7
5	Outgoings .....	7
6	Repair and Decoration .....	8
7	Alterations .....	8
8	User .....	8
9	Alienation .....	9
10	Legal Obligations .....	9
11	Planning .....	9
12	Defective Premises .....	10
13	Encroachments .....	10
14	Landlord's Rights .....	10
15	Costs .....	10
16	Interest .....	10
17	Indemnity .....	10
18	Yielding up .....	10
19	Tenant's Insurance Covenants .....	11
20	Quiet Enjoyment .....	11
21	Easements .....	11
22	Covenants .....	11
23	Landlord's Liability .....	12
24	Compensation .....	12
25	Notices .....	12
26	Distinction between Landlord and Local Authority .....	12
27	Arbitration .....	13
28	Right of Re-Entry .....	13
29	Insolvency .....	13
31	Exclusion of Security of Tenure .....	14
32	Rights of Third Parties .....	14
33	Land Registry Applications .....	14

### Schedule

Schedule 1	Description of the Premises .....	16
Schedule 2	Rights granted to the Tenant that are included in the Lease .....	17
Schedule 3	Rights reserved by the Landlord from this Lease .....	18
Schedule 4	Regulations .....	19

Land Registration Rules 2003 (as amended) - prescribed clauses

<b>LR1. Date of lease</b>	[ ] 2019
<b>LR2. Title number(s)</b>	
<b>LR2.1 Landlord's title number(s)</b>	ST277651
<b>LR2.2 Other title number(s)</b>	None
<b>LR3. Parties to this lease</b>	
<b>Landlord</b>	The Official Custodian for Charities of Harmsworth House, 13-15 Bouverie Street, London EC4Y 8DP c/o Alice Park Trust Sub Committee
<b>Tenant</b>	[ ]
<b>LR4. Property</b>	The <b>Premises</b> defined in the First Schedule of this Lease. 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
<b>LR5. Prescribed statements etc</b>	
<b>LR5.1</b>	This lease does not contain prescribed statements
<b>LR5.2</b>	Not applicable
<b>LR6. Term for which the Property is leased</b>	the <b>Term</b> defined in 1.1 of this Lease.
<b>LR7. Premium</b>	None
<b>LR8. Prohibitions or restrictions on disposing of this lease</b>	This lease contains a provision that prohibits or restricts dispositions
<b>LR9. Rights of acquisition etc</b>	
<b>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</b>	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
<b>LR9.2 Tenant's covenant to (or offer to) surrender this lease</b>	Tenant's covenants to (or offer to) surrender this Lease
<b>LR9.3 Landlord's contractual rights to</b>	Landlord's contractual rights to acquire this

	<b>acquire this lease</b>	Lease
<b>LR10.</b>	<b>Restrictive covenants given in this lease by the Landlord in respect of land other than the Property</b>	this lease does not contain such a provision
<b>LR11.</b>	<b>Easements</b>	
	<b>LR11.1 Easements granted by this lease for the benefit of the Property</b>	None
	<b>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</b>	None
<b>LR12.</b>	<b>Estate rentcharge burdening the Property</b>	this lease does not contain such a provision
<b>LR13.</b>	<b>Application for standard form of restriction</b>	None
<b>LR14.</b>	<b>Declaration of trust where there is more than one person comprising the Tenant</b>	None

## Parties

- (1) The Official Custodian for Charities of Harmsworth House, 13-15 Bouverie Street, London EC4Y 8DP c/o Alice Park Trust Sub Committee (**Landlord**)
- (2) [Nominee details TBC] (**Tenant**)

## Agreed terms

### 1 Definitions

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

**Authority:** means any statutory, public, local or other competent authority or a court of competent jurisdiction.

**Clause:** means a clause of this Lease.

**Common Parts:** means the area and other parts of the Estate other than the Premises and any Lettable Area over which rights of access and/or egress are granted to the Tenant in common with the Landlord and its lessees and tenants and all persons authorised by the Landlord or having a similar right.

**Conduit:** means except as may be comprised within the Premises any pipe, drain, culvert, sewer, flue, duct, gutter, wire, cable, optic fibre, conduit, channel and other medium for the passage or transmission of water, soil, gas, air, smoke, electricity, light, information or other matter and all ancillary equipment or structures as may reasonably be provided by the Landlord from time to time.

**Determination of the Term:** means the determination of the Term by re-entry notice, surrender, effluxion of time or otherwise.

**Estate:** means each and every part of the property in which the Landlord has an interest known as Alice Park, Lambridge, Bath registered at HM Land Registry with title number ST277651 shown edged in blue on Plan 2.

**Facilities:** means such systems and facilities as may reasonably be provided by the Landlord from time to time.

**Interest:** means interest at the Interest Rate (both before and after any judgment) calculated on a daily basis from the date on which interest becomes chargeable on any payment pursuant to any provision of this Lease to the date upon which such payment is made.

**Interest Rate:** means 3 % per annum above the base lending rate from time to time of National Westminster Bank Plc (or such other bank as the Landlord may notify to the Tenant from time to time).

**Landlord's Reservations:** means the rights reserved by the Landlord as set out in the Third Schedule.

**Lease:** means this Lease as from time to time varied or supplemental whether by deed, licence or otherwise.

**Lettable Area:** an area on the Estate, other than the Property, that is capable of being let and occupied on terms similar to those of this lease.

**Party:** means the Landlord or the Tenant.

**Permitted Use:** means to operate as tennis courts and ancillary recreational use.

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

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

**Planning Acts:** means as defined in Section 336 of the Town and Country Planning Act 1990 and all subsequent statutes, statutory instruments, regulations and orders containing provisions relating to town and country planning when from time to time in force and all other statutes, statutory instruments, regulations and orders include by virtue of clause 2.1.6.

**Premises:** means the property more fully described in the First Schedule and includes all and any part of such property and additions thereto.

**Regulations:** means the regulations set out in the Fourth Schedule and any others from time to time published by the Landlord in addition to or in substitution for those regulations in the interests of good estate management.

**Rent:** means a peppercorn to be paid annually (if demanded).

**Rent Commencement Date:** means the date of this lease.

**Schedule:** means a schedule to this Lease.

**Tenant's Initial Works:** means the works set out at Appendix 1 of this Lease for the construction and refurbishment of a six tennis courts, pavilion and associated land on the Premises conditional upon the Tenant obtaining any requisite consents required to undertake such works.

**Tenant's Rights:** means the rights granted to the Tenant as set out in the Second Schedule.

**Term:** means 25 years from and including the Term Commencement Date.

**Term Commencement Date:** means the date of this lease.

**VAT:** means Value Added Tax or other tax of a similar nature (and unless otherwise expressly stated all references to Rent or other monies payable by the Tenant are exclusive of any VAT charge or chargeable thereon).

## 2 Interpretations

2.1 The provisions of the Lease shall unless the context otherwise requires be construed as follows:-

2.1.1 Obligations and liabilities of a Party comprising more than one person are obligations and liabilities of such persons jointly and severally.

2.1.2 Words importing one gender include all other genders.

2.1.3 The singular includes the plural and vice versa.

2.1.4 Covenants:

(a) A covenant by the Tenant not to do something shall be construed as including a covenant not to permit or suffer it to be done by a third party

(b) Covenants and obligations of the Landlord are binding on the Landlord only so long as the immediate reversion to this Lease is vested in the Landlord.

2.1.5 A consent or approval to be given by the Landlord is not effective for the purposes of this Lease unless it is in writing and signed by or on behalf of the Landlord.

2.1.6 Reference to a statute, statutory instrument, regulation, order or code of practice whether expressly or by implication includes any amendment, modification, extension, consolidation or re-enactment thereof as the case may be.

2.1.7 Headings to Clauses, Schedules or parts of the Lease do not affect the interpretation or construction of the Lease.

### **3 Demise**

3.1 The Landlord demises the Premises to the Tenant:-

3.1.1 Together with the Tenant's Rights.

3.1.2 Except and reserving to the Landlord the Landlord's Reservations.

3.1.3 To hold the same to the Tenant for the Term.

3.1.4 Subject to all rights, easements, restrictions, covenants and liabilities affecting the Premises.

3.1.5 Yielding and paying to the Landlord the Rent without any deduction or legal or equitable set off annually.

### **4 Rent**

4.1 The Tenant shall pay the Rent on and from the Rent Commencement Date without deduction or set off at the times and in the manner aforesaid and in the event payment of any rent is made by any person other than the Tenant such payment shall be accepted as payment for and on behalf of the Tenant.

### **5 Outgoings**

5.1 The Tenant shall pay and indemnify the Landlord against all rates, taxes, assessments, impositions, duties, charges and outgoings now or at any time during the Term payable by the owner or occupier of or otherwise due in respect of the Premises (except any tax assessed on the Landlord or any superior landlord in respect of its ownership of rental income from or any dealing with its reversionary interest).

5.2 The Tenant shall pay and keep the Landlord indemnified against all VAT which may from time to time be charged on the Rent or on any other any monies payable by the Tenant under the Lease.

5.3 The Landlord and Tenant are of the opinion that this Lease constitutes a VAT exempt exclusive right over land under Item 1, Group 1, Schedule 9, Value Added Tax Act 1994 (as amended); the Landlord confirms that it has not exercised an option to tax in respect of the Alice Park. Should HMRC subsequently determine that payments made under this Lease constitute a taxable supply for VAT purposes the Tenant agrees to pay this VAT to the Landlord on receipt of a VAT invoice.

## **6 Repair and Decoration**

### **6.1 The Tenant shall:-**

- 6.1.1 keep the Premises at all times in good condition to the reasonable satisfaction of the Landlord although this obligation does not extend to keeping the Premises in a better state of repair and condition than they are at the date of this Lease as evidenced by the Schedule of Condition attached to this Lease.
- 6.1.2 keep the Premises at all times in a clean and tidy condition.
- 6.1.3 within three months (or sooner in emergency) of receipt of notice from the Landlord of any breach of this Clause carry out the repair or cleaning required to remedy the breach and if the Tenant fails diligently to comply with such notice and the Landlord enters the Premises to carry out such work which the Landlord shall not be obliged to do, the Tenant shall upon demand pay to the Landlord all costs which the Landlord so incurs.

## **7 Alterations**

The Tenant shall make any external or internal structural and non- structural alterations including alteration or addition to the Premises including the Tenant's Initial Works without the Landlord's consent subject to compliance with clause 10 and 11 of this Lease.

## **8 User**

- 8.1 The Tenant shall not use the Premises or any part thereof for any purpose other than the Permitted Use.
- 8.2 The Tenant shall use the premises for their intended purpose ensuring safety risks and/or anti-social behaviour occurrences are assessed, (proportionately) addressed and maintained as being reasonable throughout the term of the lease. Further, the Tenant shall not knowingly use the Premises in a manner which may be or become or cause a nuisance, annoyance, disturbance, inconvenience, injury or damage to the Landlord or any other person or any neighbouring occupier of the Premises.
- 8.3 The Tenant shall not reside or sleep on the Premises nor use them for any sale by auction or for any dangerous, noisy or offensive purpose, or for any illegal or immoral activity, nor as a betting shop, an amusement arcade or a sex shop.
- 8.4 The Tenant shall not overload the structure of the Premises.
- 8.5 The Tenant shall not make use of Conduits beyond their capacity nor in a manner which may block or damage them and in particular will not stop up or obstruct or permit oil, grease or other deleterious matter or substance to enter any drain or sewer.
- 8.6 The Tenant shall comply with the Regulations.
- 8.7 The Tenant shall not cause any obstruction to the Premises or danger to persons using it and shall not permit persons to gather around the Premises so as to cause danger to any persons using the Premises.
- 8.8 The Tenant shall not park any vehicle on the footway or verge of the Premises save in connection with compliance with their obligations under this Lease and then not overnight or for an excessive amount of time .



## **9 Alienation**

- 9.1 Unless otherwise provided in this clause, the Tenant shall not assign, underlet, charge, share occupation or possession of the whole or any part of this lease.
- 9.2 The Tenant shall be permitted to assign or underlet the whole of this lease with the consent of the Landlord, such consent not to be unreasonably withheld or delayed save as permitted by clause 9.3 below.
- 9.3 The Tenant is permitted to assign this lease to Bath and North East Somerset Council or its successors in title without the consent of the Landlord.

## **10 Legal Obligations**

- 10.1 In this clause "Legal Obligation" means a duty under any present or future statute, statutory instrument or bye-law or any present or future regulation, order, notice, direction, code of practice or requirement of any Authority insofar as it relates to the Premises or to their occupation or use, but irrespective of the person on whom such obligation is imposed and whether or not specific notice of the Legal Obligations is given to the Tenant.
- 10.2 If the Tenant receives from an Authority formal notice of a requirement pursuant to a Legal Obligation it shall forthwith produce a copy to the Landlord (even if the Authority is the Landlord) and if such notice is, in the Landlord's opinion, contrary to the interests of the Landlord the Tenant shall at the joint cost of the Landlord and the Tenant make such objection or representation against such Legal Obligation as the Landlord may require.
- 10.3 Subject to clause 10.2 above the Tenant shall observe and comply with all Legal Obligations relating to the duties of a Tenant.
- 10.4 Where a Legal Obligation requires the carrying out of works to the Premises the Tenant shall, so far as such Legal Obligation permits, also comply with the provisions of the Lease in relation to such works.
- 10.5 The Tenant shall not cause or permit a nuisance on or in relation to the Premises and if a nuisance occurs shall forthwith take all necessary action to abate it.
- 10.6 Without prejudice to the generality of this Clause the Tenant shall in particular observe and comply with all Legal Obligations relating to health and safety, means of escape in case of fire, facilitating access by disabled persons and the protection and preservation of life and property, carrying out such works of modification and improvement to the Premises as may from time to time be required by such Legal Obligations.
- 10.7 The Tenant shall observe and comply with all statutory and Legal Obligations necessary for the Permitted Use and the welfare of the persons using or employed in or about the Premises.
- 10.8 The Tenant shall perform and observe all covenants and other provisions contained or referred to in the registers of the Landlord's freehold Title Number ST277651.

## **11 Planning**

- 11.1 The provisions of this Clause are supplement to the general obligations imposed by Clause 10.
- 11.2 The Tenant shall observe and comply with the Planning Acts in relation to the Premises and any works carried out to the Premises.

## **12 Defective Premises**

The Tenant shall promptly give notice to the Landlord of any defect in the Premises in respect of which the Landlord may have a liability or duty of care under the Lease or the Defective Premises Act 1972 or otherwise.

## **13 Encroachments**

The Tenant shall not stop up, darken or obstruct any light to the Premises.

## **14 Landlord's Rights**

The Tenant shall permit the Landlord, any superior landlord and persons authorised by any of them, to exercise any right excepted and reserved by the Third Schedule.

## **15 Costs**

15.1 The Tenant shall pay and indemnify the Landlord against all liability, costs, fees, charges, disbursements and expenses (including without prejudice to the generality of the above those payable to counsel, solicitors, accountants, surveyors and bailiffs) connected with, incidental to, consequent upon and (where appropriate) in contemplation of:-

15.1.1 every application made by the Tenant for a consent or licence required by the provisions of this Lease or in consequence of a Legal Obligation within the meaning of clause 10 above, whether such consent or licence is granted or refused or proffered subject to any qualification or condition or whether the application is withdrawn.

## **16 Interest**

Without prejudice to any other right or remedy of the Landlord the Tenant shall pay to the Landlord Interest on any sum which is not paid to the Landlord by the later of the date it is due and the date fourteen days after a demand for payment is made.

## **17 Indemnity**

The Tenant is responsible for and shall indemnify and keep the Landlord indemnified against all claims, demands, actions or proceedings made or brought and all losses, injury, damages, costs, expenses and liabilities incurred, suffered or arising directly or indirectly in respect of or otherwise connected with:-

17.1 the use and occupation of the Premises.

17.2 the state of repair and condition of the Premises (except to the extent (if any) caused by any act or default of the Landlord).

17.3 any act, omission or negligence of the Tenant or of any other person at the Premises with the express or implied authority of the Tenant or of anyone deriving title through the Tenant.

17.4 any breach of any covenant or other provision of the Lease to be observed or performed by the Tenant.

## **18 Yielding up**

Upon the Determination of the Term the Tenant shall:-

- 18.1 The Tenant shall remove items it has fixed to the Premises, remove any alterations it has made to the Premises and make good any damage caused to the Premises by that removal unless the Landlord expressly permits such fixtures or alterations to remain.
- 18.2 At the end of the term, the Tenant shall remove from the Premises all chattels, signs, refuse, litter and other items belonging to or used by the Tenant, making good any damage caused to the Premises.
- 18.3 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 Premises and which have been left by the Tenant on the Premises 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. The Landlord may retain, sell or otherwise dispose of any such thing not removed by the Tenant without giving notice thereof to the Tenant and may retain the proceeds of any such sale and the Tenant will further reimburse the Landlord for all the expenses so incurred in such disposal and rendering the Premises clean and tidy (so far as they are not covered by the proceeds of any such sale).
- 18.4 Yield up the Premises in a state and condition consistent with due compliance by the Tenant with its covenants and obligations under this Lease.

## **19 Tenant's Insurance Covenants**

The Tenant covenants with the Landlord that from and including the Term Commencement Date to effect and maintain insurance cover in respect of public liability insurance cover and employer's liability insurance and shall provide the Landlord with details of such insurance as the Landlord may reasonably require.

## **20 Quiet Enjoyment**

Subject to the Tenant paying the Rent and other sums due under the Lease and complying with its covenants the Landlord covenants with the Tenant from and including the Term Commencement Date until the Determination of the Term to 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 the Landlord.

## **21 Easements**

- 21.1 The Tenant is not entitled to and the Premises do not enjoy any right of light or air which might restrict or interfere with the free use of any other property or premises for any purpose.
- 21.2 The operation of Section 62 of the Law of Property Act 1925 is excluded from the Lease and the only rights granted with the Premises are those expressly granted in this Lease.

## **22 Covenants**

- 22.1 Nothing contained or implied in this Lease gives the Tenant the benefit of or the right to enforce or to prevent the release or modification of any covenant agreement or condition relating to other property.
- 22.2 Each covenant in this Lease by the Tenant remains in full force at law and in equity notwithstanding any waiver or release temporarily or permanently, revocable or irrevocably, of any other covenant in the Lease or of any covenant affecting other property.

## **23 Landlord's Liability**

- 23.1 The Landlord is not responsible to the Tenant or to anyone with the Tenant's express and implied authority for any accident, injury, damage or loss.
- 23.2 The Landlord is not so far as the law permits responsible for any accident, injury, damage or loss resulting or alleged to result from the negligence, act or omission of any tenant, employee, officer or agent of the Landlord.

## **24 Compensation**

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

## **25 Notices**

- 25.1 A notice given under or in connection with this Lease to the Tenant or party other than the Landlord shall be:-
- 25.1.1 in writing unless this Lease expressly states otherwise; and
  - 25.1.2 given by hand or by pre-paid first-class post or other next working day delivery service at the party's registered office address (if the party is a company) or (in any other case) at the Premises or last known address.
- 25.2 If a notice is given in accordance with clause 20.1 it shall be deemed to have been received:-
- 25.2.1 if delivered by hand at the time the notice is left at the proper address; or
  - 25.2.2 if sent by pre-paid first-class post or other next working day delivery service on the second working day after posting;
- 25.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 25.4 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this lease to the Tenant or party other than the Landlord.
- 25.5 A notice under this Lease to the Landlord or other party with an interest in the property in reversion to the Lease must be in writing and unless the Landlord or the authorised agent of the Landlord or other party with an interest in the property in reversion to the Lease acknowledges receipt is valid, if (and only if) it is given by hand, sent by registered post or recorded delivery.
- 25.6 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 second Working Day after posting whenever and whether or not it is received.
- 25.7 "writing" does not include fax, e-mail or other electronic transmission.
- 25.8 In this Clause "working day" means any day except Saturday, Sunday or a bank or public holiday.

## **26 Distinction between Landlord and Local Authority**

Nothing in this Lease shall prejudice or affect the rights, powers, duties and obligations of the Landlord under any statute, statutory instrument, bye-law, order or regulation, or in the exercise of any of its functions as a Local Authority and any approval or consent or

representation given by the Landlord under the provisions of this Lease is only given in exercise of its powers as Landlord.

## **27 Arbitration**

Any dispute between the parties about the rights, duties and obligations set out in this Lease (except any dispute or difference for the settlement of which this Lease makes specific arrangements) may, failing agreement, be referred by either party to a sole arbitrator agreed between the parties or in default of agreement nominated on the application of either party by the President for the time being of the Royal Institution of Chartered Surveyors and such reference in either case shall be deemed to be a submission to arbitration under the provisions of the Arbitration Act 1996 or any re-enactment or modification thereof for the time being in force provided that in the event of subsequent agreement between the parties including agreement on the payment of the arbitration fees before an award is made the reference to the arbitrator shall be withdrawn.

## **28 Right of Re-Entry**

28.1 The Landlord may at any time after the occurrence of any of the following events re-enter the Premises or any part of the Premises in the name of the whole whereupon this demise shall absolutely determine (but without prejudice to any right of action of the Landlord in respect of any arrears of Rent or any antecedent breach of covenant):-

28.1.1 if any Rent remains unpaid 21 days after it is due (whether formally demanded or not), or

28.1.2 if any covenant or stipulation in the Lease which is to be performed or observed by the Tenant is not performed or observed, or

28.1.3 if the Tenant (or any one party included within the definition of the Tenant) is a company and effects a return or reduction of capital, or

23.1.4 if the Tenant permits any execution or distress to be levied on any goods in the Premises, or

23.1.5 if the Tenant (or any one party included within the definition of the Tenant) become Insolvent (as defined in the next Clause).

## **29 Insolvency**

29.1 Insolvent means for the purposes of this part of the Lease:

29.1.1 in relation to a company that:-

(a) it is deemed unable to pay its debts as defined in section 123 of the Insolvency Act 1986 (referred to as "the Act" in the remainder of this Clause), or

(b) a proposal is made for a voluntary arrangement under Part I of the Act, or

(c) a petition is presented for an administration order under Part II of the Act, or

(d) a receiver or manager is appointed whether under Part III of the Act (including an administrative receiver) or otherwise, or

- (e) it goes into liquidation as defined in section 247(2) of the Act (other than a voluntary winding up solely for the purpose of amalgamation or reconstruction while solvent), or
- (f) a provisional liquidator is appointed under Section 135 of the Act, or
- (g) a proposal is made for any compromise or arrangement for the benefit of any creditors of the Tenant or guarantor.

29.1.2 in relation to an individual that:-

- (h) an application is made for an interim order or a proposal is made for a voluntary arrangement under Part VIII of the Act, or
- (i) a bankruptcy petition is presented to the Court or his circumstances are such that a bankruptcy petition could be presented under Part IX of the Act, or
- (j) he enters into a deed of arrangement.

### **31 Exclusion of Security of Tenure**

- 31.1 The Landlord and the Tenant agree that the provisions of sections 24 to 28 of the Landlord and Tenant Act 1954 are excluded in relation to this lease and confirm that (a) on [ 2019 ] the Landlord served on the Tenant notice in the form attached and (b) on [ 2019 ] the Tenant (or a person duly authorised on its behalf) made the statutory declaration in the form attached.
- 31.2 On vacation of the Premises the Tenant shall not be entitled to claim compensation under the provisions of Section 37 of the Landlord and Tenant Act 1954 or any other statutory provisions in respect of alterations made by the Tenant, the Tenant's fixtures and fittings or loss of this tenancy.

### **32 Rights of Third Parties**

For the purposes of sub-section 1(1)(b) of the Contracts (Rights of Third Parties) Act 1999 the parties certify that they do not intend any term of this Lease to be enforceable by any third party except to the extent that the third party has any right or remedy that exists or is available and is enforceable apart from that Act.

### **33 Land Registry Applications**

- 33.1 At the end of the Term the Tenant is to return the original lease to the Landlord and use all reasonable endeavours to assist the Landlord in removing any notice of the Lease and the rights granted and reserved by it from the Landlord's title to the Premises if that title has by then become registered at the Land Registry.
- 33.2 The Landlord will not be liable to the Tenant for any failure by the Tenant to register or note any of the rights granted or reserved by this Lease.

### **34 Charities Act 2011**

- 34.1 The Demised Premises are held by Alice Park Trust 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 Premises.

34.2 The directors of Alice Park Trust, being the persons who have the general control and management of its administration certify that:

- (a) they have power under the trusts of the charity and regulating its purposes and administration to effect this disposition; and
- (b) that they have complied with the provisions of the said Sections 117-121 so far as applicable to this Lease.

This agreement has been entered into on the date stated at the beginning of it.

## **Schedule 1 Description of the Premises**

That area of land shown edged red on Plan 1 to be known as the Tennis Courts forming part of the Estate and INCLUDING all pipes sewers drains mains ducts conduits gutters watercourses wires cables channels flues and all other conducting media and ancillary apparatus wholly in or on the Premises including security devices (if any) to secure the Premises.



## **Schedule 2 Rights granted to the Tenant that are included in the Lease**

- 1 The right to connect into and use (subject to the regulations of any appropriate Authority) the Conduits and such other Conduits as may from time to time be available for connection to the Premises.
- 2 The right at all reasonable times (or at any time in an emergency) for access and egress on foot and vehicular access across existing constructed pathways comprised in the Estate for all purposes connected with the Permitted Use.
- 3 The foregoing rights are to be enjoyed in common with the Landlord, its lessees and tenants and all persons authorised by the Landlord or having a similar right.

### **Schedule 3 Rights reserved by the Landlord from this Lease**

- 1 The right to free and uninterrupted passage and running of water, drainage, gas, electricity, oil, communication and other services by any present or future Conduit or Facility forming part of the adjoining or adjacent property of the Landlord although in or passing through the Premises.
- 2 The right at all reasonable times on not less than two days' written notice (except in an emergency) to enter upon any part of the Premises with tools and equipment:-
  - 2.1 in order to connect into and to inspect, test, clean, maintain, repair or renew, remove, divert, make connections with or install any new Conduit or Facility which serves any adjoining or adjacent property of the Landlord.
  - 2.2 for the purpose of inspecting, repairing, maintaining, decorating, altering or improving and/or any adjoining or adjacent property of the Landlord notwithstanding interference with the access of light or air to the Premises or temporary interference with any other right or easement.
  - 2.3 to inspect the Premises (a) to ascertain whether the Tenant is complying with this Lease or (b) to view their state and condition or (c) to make surveys or (d) (during the six months preceding the Determination of the Term only) to show the Premises to prospective tenants or (e) to show the Premises to prospective purchasers or (f) for any other reasonable purpose.
  - 2.4 to execute works following the Tenant's failure to comply with a notice served under Clause 7.6 (without prejudice to any other remedy available to the Landlord) and also pursuant to Clause 12.7.
  - 2.5 to take schedules or inventories.

Provided that in such cases the Landlord shall enter causing as little damage and disturbance as is reasonably practicable and make good as soon as reasonably practicable any physical loss and damage resulting from its exercising this right.
- 3 All rights of light, air support and protection and other easements and rights (but without prejudice to those expressly granted to the Tenant by this Lease) now and in the future belonging to or enjoyed by any adjoining or neighbouring land or building from and over the Premises.

#### **Schedule 4    Regulations**

- 1        No unnecessary obstruction must be caused in any part of the Common Parts.
- 2        Refuse is to be kept in suitable containers and collected on a frequent basis.

## Appendix 1 - Schedule of Condition

Executed as deed by affixing the  
common seal of [                      ] in the presence of:

.....  
Authorised Signatory

Any signatures on this document are conditional upon the document being dated by or under the  
authority of the signatories' solicitor.