

DATED

201[]

- (1) **THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF WANDSWORTH**
- (2) **[TENANT]**

DRAFT LEASE

relating to

**Roehampton Playing Fields
Dover House Road
Wandsworth**



ashfords

www.ashfords.co.uk

(Ashfords: MVP/324034-20)

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PRESCRIBED CLAUSES

LR1. Date of lease

LR2. Title number(s)

LR2.1 Landlord's title number(s)

TGL34299

LR2.2 Other title numbers

TGL278404 (Electricity Sub Station Site)

LR3. Parties to this lease

Landlord

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF WANDSWORTH of Wandsworth Town Hall Wandsworth High Street London SW18 2PU

Tenant

[COMPANY NAME]

[REGISTERED OFFICE ADDRESS]

[COMPANY REGISTERED NUMBER]

Other parties

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.

LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.

None.

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

None.

LR6. Term for which the Property is leased

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

LR7. Premium

None.

LR8. Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

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

None.

LR9.2 Tenant's covenant to (or offer to) surrender this lease

None.

LR9.3 Landlord's contractual rights to acquire this lease

None.

LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property

None.

LR11. Easements

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

The easements as specified in clause **Error! Reference source not found.** 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 for themselves as joint tenants.]

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

[The Tenant is more than one person. They are to hold the Property on trust [COMPLETE AS NECESSARY].]

THIS LEASE is dated _____ 201[]

BETWEEN

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF WANDSWORTH** of Town Hall Wandsworth High Street London SW18 2PU (the 'Landlord'); and
- (2) [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (the 'Tenant').

AGREED TERMS:-

1. Interpretation

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

1.1. Definitions:

Act of Insolvency

- (a) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant or any guarantor;
- (b) the making of an application for an administration order or the making of an administration order in relation to the Tenant or any guarantor;
- (c) the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to the Tenant or any guarantor;
- (d) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant or any guarantor;
- (e) the commencement of a voluntary winding-up in respect of the Tenant or any guarantor, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies;
- (f) the making of a petition for a winding-up order or a winding-up order in respect of the Tenant or any guarantor;

- (g) the striking-off of the Tenant or any guarantor from the Register of Companies or the making of an application for the Tenant or any guarantor to be struck-off;
- (h) the Tenant or any guarantor otherwise ceasing to exist (but excluding where the Tenant or any guarantor dies); or
- (i) the making of an application for a bankruptcy order, the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant or any guarantor.

The paragraphs above shall apply in relation to a partnership or limited partnership (as defined in the Partnership Act 1890 and the Limited Partnerships Act 1907 respectively) subject to the modifications referred to in the Insolvent Partnerships Order 1994 (SI 1994/2421) (as amended), and a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000) subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (SI 2001/1090) (as amended).

Act of Insolvency includes any analogous proceedings or events that may be taken pursuant to the legislation of another jurisdiction in relation to a tenant or guarantor incorporated or domiciled in such relevant jurisdiction.

Additional Covenants	the covenants by the Tenant set out in Schedule 1.
Annual Rent	rent at an initial rate of £[TBC] per annum and then as revised pursuant to this lease.
Appointed Officer	the current Director of Environment and Community Services of Wandsworth Borough Council from time to time or such other person as the Director of Environment and Community Services of Wandsworth Borough Council may nominate from time to time.
Building	the building or buildings now or at any time during the Contractual Term erected on the whole or part of the Property.
Community Use	use of the Property or any part thereof by members of the community as contemplated and governed by the Operations Agreement.
Contractual Term	a term of 30 years beginning on, and including the date of this lease and ending on, and including [DATE].

CDM Regulations	the Construction (Design and Management) Regulations 2015 (<i>SI 2015/51</i>).
Default Interest Rate	4% per annum above the Interest Rate.
Energy Assessor	an individual who is a member of an accreditation scheme approved by the Secretary of State in accordance with regulation 22 of the Energy Performance of Buildings (England and Wales) Regulations 2012 (<i>SI 2012/3118</i>) or regulation 30 of the Building Regulations 2010 (<i>SI 2010/2214</i>).
Energy Performance Certificate	a certificate as defined in regulation 2(1) of the Energy Performance of Buildings (England and Wales) Regulations 2012 (<i>SI 2012/3118</i>).
Insurance Rent	<p>the aggregate in each year of the gross cost of the premium before any discount or commission for the insurance of:</p> <ul style="list-style-type: none"> (a) 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, (b) loss of Annual Rent of the Property for three years, 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, subsidence, ground slip, heave, riot, civil commotion 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	the base rate from time to time of Royal Bank of Scotland Plc, or if that base rate stops being used or published then a comparable commercial rate reasonably determined by the Landlord.
Landlord's Neighbouring Property	each and every part of the adjoining and neighbouring property in which the Landlord has an interest.

LTA 1954	Landlord and Tenant Act 1954.
Management Board	a management board to be constituted in accordance with the provisions of the Operations Agreement and to perform the functions detailed in the Operations Agreement.
Open Land	any part of the Property from time to time not built upon including any roads currently unadopted or parking areas within the Property.
Operations Agreement	an agreement of even date to the date of this lease.
Permitted Use	use as playing fields together with ancillary pavilion and changing rooms and other sporting and fitness facilities and associated educational activities.
Property	<p>the land and buildings at Roehampton Playing Fields Dover House Road Wandsworth as the same are edged red on the plan annexed to this lease the freehold interest in which is registered at the Land Registry with title number TGL34299 including:</p> <ul style="list-style-type: none"> a) the Building; b) all additions and improvements to the Property; c) all the Landlord's fixtures and fittings including any now existing or replaced during the Contractual Term; d) all Service Media in under or over the Property; e) the Open Land; f) all boundary structures either belonging to the Property or which the Landlord has treated as its responsibility; and g) all trees shrubs and wooded areas and hedges on the Property.
Recommendation Report	a report as defined in regulation 4 of the Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118).
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	[Fifth anniversary of the Contractual Term] and every fifth anniversary of that date.
Service Media	all media for the supply or removal of heat, electricity,

gas, water, sewage, [air conditioning] energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

Third Party Rights

all rights, covenants and restrictions affecting the Property at the date of this lease including the matters referred to at the date of this lease in the Property and Charges registers of title number TGL34299 including but not limited to the lease of an electricity sub station dated 1 May 1973 and made between (1) The Greater London Council and (2) The London Electricity Board.

VAT

value added tax chargeable under the VATA 1994 and any similar replacement tax and any similar additional tax.

VATA 1994

Value Added Tax Act 1994.

- 1.2. A reference to this lease, except a reference to the date of this lease or to the grant of the 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. A reference to a guarantor is to any guarantor of the tenant covenants of this lease including a guarantor who has entered into an authorised guarantee agreement.
- 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, a reference to the Property is to the whole and any part of it.
- 1.7. A reference to the term is to the Contractual Term.
- 1.8. A reference to the end of the term is to the end of the term however it ends.
- 1.9. References to the consent of the Landlord are to the consent of the Landlord given in accordance with clause 41.3 and references to the approval of the Landlord are to the approval of the Landlord given in accordance with clause 41.4.
- 1.10. A working day is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.11. A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.12. Unless otherwise specified, a reference to a statute or statutory provision is a

reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.

- 1.13. Any obligation on the Tenant not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.14. Unless the context otherwise requires, any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.15. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.16. A reference to writing or written includes fax but not email.
- 1.17. Unless the context otherwise requires, references to clauses and Schedules are to the clauses and Schedules of this lease and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.18. Clause, Schedule and paragraph headings shall not affect the interpretation of this lease.
- 1.19. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.20. Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

2. Grant

- 2.1. The Landlord with full title guarantee lets 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:
 - 2.3.1. the Annual Rent and all VAT in respect of it;
 - 2.3.2. the Insurance Rent;
 - 2.3.3. all interest payable under this lease; and
 - 2.3.4. all other sums due under this lease.

3. Ancillary rights

- 3.1. Except as mentioned in clause 3.2, neither the grant of this lease nor anything in it confers any right over neighbouring property nor is to be taken to show that the Tenant may have any right over neighbouring property, and section 62 of the Law of

Property Act 1925 does not apply to this lease.

3.2. The Tenant shall enjoy the following rights in common with the Landlord and all others having the like right:-

- 3.2.1. The right to the free passage and running of water, soil, gas, electricity, telephone and communications and other services to and from the Property in and through the Service Media that now serve the Property laid in, through, upon, over or under any neighbouring property;
- 3.2.2. The right of support during the Term belonging to or enjoyed by the Property.
- 3.2.3. All the rights that benefit the freehold title vested in the Landlord under number TGL34299 so far as the same benefit (or are capable of benefitting) the Property.

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 Landlord's Neighbouring Property and to the extent possible for the benefit of any neighbouring or adjoining property in which the Landlord acquires an interest during the term:

- 4.1.1. rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the term;
- 4.1.2. the right to use and to connect into Service Media at the Property which are in existence at the date of this lease or which are installed or constructed during the period of 80 years from the commencement of the Contractual Term;
- 4.1.3. at any time during the term, the full and free right to develop the Landlord's Neighbouring Property and any neighbouring or adjoining property in which the Landlord acquires an interest during the term as the Landlord may think fit;
- 4.1.4. the right to erect scaffolding at the Property and attach it to any building or structure on the Property in connection with any of the Reservations;
- 4.1.5. the right to build on or into any boundary wall of the Property in connection with any of the Reservations; and
- 4.1.6. the right to re-route any Service Media at or serving the Property or re-route any means of access to or egress from the Property; and
- 4.1.7. upon reasonable notice of at least two weeks the right to use (which for the avoidance of doubt will be at no cost to the Landlord) the pavilion building which exists on the Property at the date of this Lease for the purposes of a polling station but only for a day at a time provided that the Landlord takes reasonable steps to minimise the disturbance to the normal operation of the said pavilion and adjoining playing fields arising from such use as a polling station,

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.

4.2. The Landlord reserves the right to enter the Property:

- 4.2.1. to repair, maintain or replace any Service Media or structure relating to any of the Reservations;
- 4.2.2. to carry out any works required in order to comply with minimum energy efficiency regulations that may be in force from time to time; and
- 4.2.3. for any other purpose mentioned in or connected with:
 - 4.2.3.1. this lease;
 - 4.2.3.2. the Reservations; and
 - 4.2.3.3. the Landlord's interest in the Property.

4.3. The Reservations may be exercised by the Landlord and by anyone else who is or becomes entitled to exercise them, and by anyone authorised by the Landlord.

4.4. 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 notice (which need not be in writing) 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 those Reservations except for:

- 4.5.1. physical damage to the Property; or
- 4.5.2. 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 date of this lease and shall be the proportion, calculated on a daily basis, in respect of the period beginning on the date of this lease 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 7.7.
- 7.2. The Annual Rent shall be reviewed on each Review Date to equal:
 - 7.2.1. 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) or, if greater;
 - 7.2.2. the open market rent agreed or determined pursuant to this clause.
- 7.3. The open market rent may be agreed between the Landlord and the Tenant at any time before it is determined by the Surveyor.
- 7.4. If the open market rent is determined by the Surveyor, it shall be the amount that the Surveyor determines is the best annual rent (exclusive of any VAT) at which the Property could reasonably be expected to be let:
 - 7.4.1. in the open market;
 - 7.4.2. at the relevant Review Date;
 - 7.4.3. on the assumptions listed in clause 7.5; and
 - 7.4.4. disregarding the matters listed in clause 7.6.
- 7.5. The assumptions are:
 - 7.5.1. the Property is available to let in the open market:
 - 7.5.1.1. by a willing lessor to a willing lessee;
 - 7.5.1.2. as a whole;
 - 7.5.1.3. with vacant possession;
 - 7.5.1.4. without a fine or a premium;
 - 7.5.1.5. for a term equal to the unexpired residue of the Contractual Term at the relevant Review Date; and
 - 7.5.1.6. otherwise on the terms of this lease other than as to the amount of the Annual Rent but including the provisions for review of the Annual Rent;
 - 7.5.2. the willing lessee has had the benefit of any rent-free or other concession or contribution which would be offered in the open market at the relevant Review Date in relation to fitting out works at the Property;

- 7.5.3. the Property may lawfully be used, and is in a physical state to enable it to be lawfully used, by the willing lessee (or any potential undertenant or assignee of the willing lessee) for any purpose permitted by this lease;
 - 7.5.4. the Landlord and the Tenant have fully complied with their obligations in this lease;
 - 7.5.5. if the Property or any means of access to it or any Service Media serving the Property, has been destroyed or damaged, it has been fully restored;
 - 7.5.6. no work has been carried out on the Property that has diminished its rental value other than work carried out in compliance with clause 31;
 - 7.5.7. any fixtures, fittings, machinery or equipment supplied to the Property by the Landlord that have been removed by or at the request of the Tenant, or any undertenant or their respective predecessors in title (otherwise than to comply with any law) remain at the Property; and
 - 7.5.8. the willing lessee and its potential assignees and undertenants shall not be disadvantaged by any actual or potential exercise of an option to tax under Part 1 of Schedule 10 to the VATA 1994 in relation to the Property.
- 7.6. The matters to be disregarded are:
- 7.6.1. any effect on rent of the fact that the Tenant or any authorised undertenant has been in occupation of the Property;
 - 7.6.2. any goodwill attached to the Property by reason of any business carried out there by the Tenant or by any authorised undertenant or by any of their predecessors in business;
 - 7.6.3. any effect on rent attributable to any physical improvement to the Property and Service Media within or exclusively serving the Property carried out within the first ten (10) years after the date of this lease, by or at the expense of the Tenant or any authorised undertenant with all necessary consents, approvals and authorisations and not pursuant to an obligation to the Landlord (other than an obligation to comply with any law);
 - 7.6.4. any effect on rent of any obligation on the Tenant to reinstate the Property to the condition or design it was in before any alterations or improvements were carried out; and
 - 7.6.5. any statutory restriction on rents or the right to recover them.
- 7.7. The Surveyor shall be an independent valuer who is a Member or Fellow of the Royal Institution of Chartered Surveyors. The Landlord and the Tenant may, by agreement, appoint the Surveyor at any time before either of them applies to the President for the Surveyor to be appointed. Any application to the President may not be made earlier than three months before the relevant Review Date.
- 7.8. The Surveyor shall act as an expert and not as an arbitrator. The Surveyor shall determine the open market rent and shall have power to determine any issue involving the interpretation of any provision of this lease, his jurisdiction to determine the matters and issues referred to him or his terms of reference. The Surveyor's decision shall be given in writing. The Surveyor's written decision on the matters referred to him shall be final and binding in the absence of manifest error or fraud.

- 7.9. 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. The parties will provide (or procure that others provide) the Surveyor with such assistance and documents as the Surveyor reasonably requires for the purpose of reaching a decision.
- 7.10. If the Surveyor dies, or becomes unwilling or incapable of acting, or unreasonably delays in making any determination, then either the Landlord or the Tenant may apply to the President to discharge the Surveyor and clause 7.7 shall then apply in relation to the appointment of a replacement.
- 7.11. The fees and expenses of the Surveyor and the cost of the Surveyor's appointment and any counsel's fees, or other fees, 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 either the Landlord or the Tenant does not pay its part of the Surveyor's fees and expenses within ten working days after demand by the Surveyor then:

7.11.1. the other party may pay instead; and

7.11.2. the amount so paid shall be a debt of the party that should have paid due and payable on demand to the party that actually made the payment.

The Landlord and the Tenant shall otherwise each bear their own costs in connection with the rent review.

- 7.12. If the revised Annual Rent has not been agreed by the Landlord and the Tenant or determined by the Surveyor on or before the relevant Review Date, the Annual Rent payable from (and including) 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 agreed or the Surveyor's determination is notified to the Landlord and the Tenant, the Tenant shall pay:

7.12.1. 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 agreement or notification of the revised Annual Rent and the amount that would have been payable had the revised Annual Rent been agreed or determined on or before that Review Date; and

7.12.2. 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 agreed or determined on or before that Review Date and the date payment is received by the Landlord.

- 7.13. Time shall not be of the essence for the purposes of this clause.

- 7.14. If at any time there is a guarantor, the guarantor shall not have any right to participate in the review of the Annual Rent.

- 7.15. As soon as practicable after the amount of the revised Annual Rent has been agreed or determined, a memorandum recording the amount shall be signed by or on behalf of the Landlord and the Tenant and endorsed on or attached to this lease and its counterpart. The Landlord and the Tenant shall each bear their own costs in

connection with the memorandum.

8. Insurance

8.1. Subject to clause 8.2, the Landlord shall keep the Property (other than any plate glass at the Property) insured against loss or damage by the Insured Risks for the 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.

8.2. The Landlord's obligation to insure is subject to:

8.2.1. any exclusions, limitations, excesses and conditions that may be imposed by the insurers; and

8.2.2. insurance being available in the London insurance market on reasonable terms acceptable to the Landlord.

8.3. The Tenant shall pay to the Landlord on demand:

8.3.1. the Insurance Rent;

8.3.2. any amount that is deducted or disallowed by the insurers pursuant to any excess provision in the insurance policy; and

8.3.3. any costs that the Landlord incurs in obtaining a valuation of the Property for insurance purposes.

If the Landlord insures the Property together with other land, the amount of the Insurance Rent shall be a fair proportion of the total for the Property and the other land.

8.4. The Tenant shall:

8.4.1. immediately inform the Landlord if 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 and shall give the Landlord notice of that matter;

8.4.2. not do or omit anything as a result of which any policy of insurance of the Property or any neighbouring property may 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;

8.4.3. comply at all times with the requirements and recommendations of the insurers relating to the Property;

8.4.4. 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;

8.4.5. 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;

- 8.4.6. pay the Landlord an amount equal to any insurance money that the insurers of the Property refuse to pay by reason of any act or omission of the Tenant or any undertenant, their workers, contractors or agents or any person at the Property with the actual or implied authority of any of them; and
 - 8.4.7. maintain public liability insurance in the sum of at least ten million pounds (£10,000,000).
- 8.5. The Landlord shall, subject to obtaining all necessary planning and other consents, use all insurance money received (other than for loss of rent) to repair the damage for which the money has been received or (as the case may be) in rebuilding the Property. The Landlord shall not be obliged to:
- 8.5.1. provide accommodation identical in layout or design so long as accommodation reasonably equivalent to that previously at the Property is provided; or
 - 8.5.2. repair or rebuild if the Tenant has failed to pay any of the Insurance Rent; or
 - 8.5.3. repair or rebuild the Property after a notice has been served pursuant to clause 8.7.
- 8.6. If the Property is damaged or destroyed by an Insured Risk so as to be unfit for occupation and use then, unless the policy of insurance of the Property 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 with the actual or implied authority of any of them, payment of the Annual Rent, or a fair proportion of it 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 until the end of three years from the date of damage or destruction, if sooner.
- 8.7. If, following damage to or destruction of the Property, the Landlord considers that it is impossible or impractical to reinstate the Property, the Landlord may terminate this lease by giving notice to the Tenant. On giving notice this lease shall determine but this shall be without prejudice to any right or remedy of the Landlord in respect of any breach of the tenant covenants of this lease. Any proceeds of the insurance (other than any insurance for plate glass) shall belong to the Landlord.

9. Rates and taxes

- 9.1. The Tenant shall pay all present and future rates, taxes and other impositions and outgoings payable in respect of the Property, its use and any works carried out there, except:
 - 9.1.1. any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; or
 - 9.1.2. 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.
- 9.2. If any rates, taxes or other impositions and outgoings are payable in respect of the

Property together with other property, the Tenant shall pay a fair proportion of the amount payable.

9.3. 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.

9.4. 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.

10. Utilities

10.1. 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.

10.2. If any of those costs are payable in relation to the Property together with other property, the Tenant shall pay a fair proportion of all those costs.

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

11. Common items

11.1. The Tenant shall pay the Landlord on demand a fair proportion of all costs payable for the maintenance, repair, lighting, cleaning and renewal of all Service Media, structures and other items used or capable of being used by the Property in common with other property.

11.2. 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.

11.3. The Tenant shall pay the Landlord on demand any costs incurred by the Landlord in complying with minimum energy efficiency regulations that relate to the Property that and may be in force from time to time.

12. VAT

12.1. 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.

12.2. 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 credit for such VAT under the Value Added Tax Act 1994.

13. Default interest and interest

13.1. If any Annual Rent or any other money payable under this lease has not been paid by the date it is due, whether it has been formally demanded or not, the Tenant shall pay the Landlord interest on that amount at the Default Interest Rate (both before

and after any judgment). Such interest shall accrue on a daily basis for the period beginning on the due date to and including the date of payment.

- 13.2. 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 beginning on the date the amount (or each part of it) became due until the date it is accepted by the Landlord.

14. Costs

- 14.1. The Tenant shall pay the 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 or in contemplation of any of the following:

- 14.1.1. the enforcement of the tenant covenants of this lease;
- 14.1.2. 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;
- 14.1.3. serving any notice in connection with this lease under section 17 of the Landlord and Tenant (Covenants) Act 1995;
- 14.1.4. the preparation and service of a schedule of dilapidations in connection with this lease; or
- 14.1.5. any consent or approval applied for under this lease, whether or not it is granted.

- 14.2. 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 full indemnity basis.

15. 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 LTA 1954 is excluded, except to the extent that the legislation prevents that right being excluded.

16. Set-off

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

17. Registration of this lease

- 17.1. 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.

18. Assignment and Underletting

18.1. The Tenant shall not assign or underlet the whole or any part of this lease or of the Property.

18.2. Notwithstanding that the Tenant is prohibited from underletting the whole or any part of the Property the Tenant may without the Landlord's consent grant a licence or licences (provided that the format of such licence has been approved in writing by the Landlord) for the shared use of the Property or any part thereof to other educational, sporting or community organisations provided that there is only one such licence existing at any time and that no relationship of landlord and tenant is established by such licence and provided also that the operation of such licence does not cause overcrowding and or unsafe use of the Property or interfere with Community Use.

19. Sharing occupation

The Tenant may share occupation of the Property with another educational, sporting or community organisation provided that no relationship of landlord and tenant is established by such arrangement and provided also that this does not cause overcrowding and or unsafe use of the Property or interfere with Community Use.

20. Charging

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

21. 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).

22. Registration and notification of dealings and occupation

22.1. In this clause a Transaction is:

22.1.1. any dealing with this lease or the devolution or transmission of, or parting with possession of any interest in it;

22.1.2. 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

22.1.3. the making of any other arrangement for the occupation of the Property.

22.2. 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.

- 22.3. No later than one month after a Transaction the Tenant shall:
- 22.3.1. give the Landlord's solicitors notice of the Transaction; and
 - 22.3.2. deliver two certified copies of any document effecting the Transaction to the Landlord's solicitors; and
 - 22.3.3. pay the Landlord's solicitors a registration fee of £50 (plus VAT).
 - 22.3.4. deliver to the Landlord's solicitors a copy of any Energy Performance Certificate and Recommendation Report issued as a result of the Transaction.
- 22.4. 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.

23. 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.

24. Repairs

- 24.1. The Tenant shall keep the Property clean and tidy and in good repair and condition and shall ensure that any Service Media within and exclusively serving the Property is kept in good working order.
- 24.2. 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:
- 24.2.1. 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
 - 24.2.2. the insurance cover in relation to that disrepair is excluded, limited, is unavailable or has not been extended, as mentioned in clause 8.2.

25. Maintenance and Renewal

- 25.1. The Tenant shall keep the playing fields and sports facilities which form the Open Land at the Property to such national approved standards as are applicable to playing fields for community use and shall otherwise at all times keep the Open Land in a condition which is fit for purpose and safe for such use.
- 25.2. The Tenant shall maintain the pavilion and changing facilities at the Property in a state and condition so as to comply with all Health and Safety legislation and so as to comply with the requirements of The Equality Act 2010.
- 25.3. The Tenant will provide and annually update a rolling 20 year maintenance and renewal plan for the Property to include all buildings sports grounds sporting facilities services landscaping trees shrubs hedges and boundaries from time to time

at the Property and shall submit the same to the Management Board at times to be approved by the Management Board and the Tenant will ensure that it makes budgetary provision to ensure that such maintenance and renewal plan is fully funded.

26. Decoration

- 26.1. The Tenant shall decorate the outside and the inside of any buildings forming part of the Property as often as is reasonably necessary and also in the last three months before the end of the term.
- 26.2. 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.
- 26.3. 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.

27. Alterations

- 27.1. The Tenant shall not make any external or structural alteration or addition to the Property or change the provision of sports facilities or make any openings in the boundaries of the Property without first seeking the prior written consent of the Management Board and if such consent is forthcoming the prior written consent of the Landlord such consent not to be unreasonably withheld or delayed.
- 27.2. The Tenant shall not install any Service Media on the exterior of any buildings at the Property or above ground across any Open Land nor alter the route of any Service Media at the Property without the consent of the Landlord, such consent not to be unreasonably withheld.
- 27.3. The Tenant may make any internal, non-structural alteration to the Property without the consent of the Landlord or the Management Company where such alterations do not require building regulation approval or planning permission and do not compromise the provision of changing room facilities for the users of the playing fields.
- 27.4. The Tenant shall not carry out any alteration to the Property which would, or may reasonably be expected to, have an adverse effect on the asset rating in any Energy Performance Certificate commissioned in respect of the Property.

28. Signs

- 28.1. In this clause Signs include signs, fascia, placards, boards, posters and advertisements.
- 28.2. 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.
- 28.3. 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.
- 28.4. The Tenant shall allow the Landlord to fix to and keep at the Property any sale or re-letting board as the Landlord reasonably requires.

29. Returning the Property to the Landlord

- 29.1. At the end of the term the Tenant shall return the Property to the Landlord in the repair and condition required by this lease.
- 29.2. 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.
- 29.3. At the end of the term, the Tenant shall remove from the Property all chattels belonging to or used by it.
- 29.4. 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.
- 29.5. 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.

30. Use

- 30.1. The Tenant shall not use the Property for any purpose other than the Permitted Use.
- 30.2. 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, its other tenants or any other owner or occupier of neighbouring property.
- 30.3. 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.

31. Compliance with laws

- 31.1. The Tenant shall comply with all laws (including but without limitation to the Counter-Terrorism and Security Act 2015) relating to:
 - 31.1.1. the Property and the occupation and use of the Property by the Tenant;
 - 31.1.2. the use or operation of all Service Media and machinery and equipment at or serving the Property whether or not used or operated (including but without limitation to any statutory testing of such Service Media and machinery and equipment), and shall, where necessary, replace or convert such Service Media within or exclusively serving the Property so that it is capable of lawful use or operation;
 - 31.1.3. any works carried out at the Property; and
 - 31.1.4. all materials kept at or disposed of from the Property (including but without

limitation any asbestos).

- 31.2. 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.
- 31.3. Within five working days after receipt of any notice or other communication affecting the Property (and whether or not served pursuant to any law) the Tenant shall:
 - 31.3.1. send a copy of the relevant document to the Landlord; and
 - 31.3.2. 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.
- 31.4. The Tenant shall not apply for any planning permission for the Property without the Landlord's consent such consent not to be unreasonably withheld.
- 31.5. 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.
- 31.6. 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.
- 31.7. 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.
- 31.8. 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.

32. Energy performance certificates

- 32.1. The Tenant shall:
 - 32.1.1. cooperate with the Landlord so far as is reasonably necessary to allow the Landlord to obtain an Energy Performance Certificate and Recommendation Report for the Property including providing the Landlord with copies of any plans or other information held by the Tenant that would assist in obtaining an Energy Performance Certificate; and
 - 32.1.2. allow such access to any Energy Assessor appointed by the Landlord as is reasonably necessary to inspect the Property for the purposes of preparing an Energy Performance Certificate and/or Recommendation Report for the Property.
- 32.2. The Tenant shall not commission an Energy Performance Certificate for the Property without the Landlord's consent such consent not to be unreasonably

withheld.

33. Encroachments, obstructions and acquisition of rights

- 33.1. The Tenant shall not grant any right or licence over the Property to a third party.
- 33.2. If a third party makes or attempts to make any encroachment over the Property or takes any action by which a right may be acquired over the Property, the Tenant shall:
 - 33.2.1. immediately inform the Landlord and shall give the Landlord notice of that encroachment or action; and
 - 33.2.2. take all steps at the cost of the Tenant (including any proceedings) the Landlord reasonably requires to prevent or licence the continuation of that encroachment or action.
- 33.3. The Tenant shall not obstruct the flow of light or air to the Property nor obstruct any means of access to the Property.
- 33.4. The Tenant shall not make any acknowledgement that the flow of light or air to the Property or that the means of access to the Property is enjoyed with the consent of any third party.
- 33.5. 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:
 - 33.5.1. immediately inform the Landlord and shall give the Landlord notice of that action; and
 - 33.5.2. take all steps at the cost of the Tenant (including proceedings) the Landlord reasonably requires to prevent or secure the removal of the obstruction.

34. Breach of repair and maintenance obligation

- 34.1. 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.
- 34.2. 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.
- 34.3. The 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.
- 34.4. 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.

35. Indemnity

The Tenant shall keep the Landlord indemnified against all liabilities, expenses, costs (including but not limited to any solicitors' or other professionals' costs and

expenses), claims, damages and losses (including but not limited to any diminution in the value of the Landlord's interest in the Property and loss of amenity of the Property) suffered or incurred by the Landlord arising out of or in connection with 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 with the actual or implied authority of any of them.

36. Landlord's covenant for quiet enjoyment

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

37. Guarantee and indemnity

- 37.1. If an Act of Insolvency occurs in relation to a guarantor, or if any guarantor (being an individual) dies or becomes incapable of managing his affairs the Tenant shall, if the Landlord requests, procure that a person of standing acceptable to the Landlord, within 14 days of that request, enters into a replacement or additional guarantee and indemnity of the tenant covenants of this lease in the same form as that entered into by the former guarantor.
- 37.2. Clause 37.1 shall not apply in the case of a person who is guarantor by reason of having entered into an authorised guarantee agreement.
- 37.3. For so long as any guarantor remains liable to the Landlord, the Tenant shall, if the Landlord requests, procure that that guarantor joins in any consent or approval required under this lease and consents to any variation of the tenant covenants of this lease.

38. Re-entry and forfeiture

- 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:
- 38.1.1. any rent is unpaid 21 days after becoming payable whether it has been formally demanded or not;
- 38.1.2. any breach of any condition of, or tenant covenant in, this lease;
- 38.1.3. an Act of Insolvency.
- 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 or any guarantor and the Operations Agreement shall terminate as well.

39. Joint and several liability

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

- 39.2. Where a guarantor comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of a guarantor arising under this lease. The Landlord may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.
- 39.3. 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.
- 39.4. 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 failure and the Landlord has not remedied the failure within a reasonable time of service of that notice.

40. Entire agreement

- 40.1. This lease and the Operations Agreement constitute the whole agreement between the parties and supersede all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to their subject matter.
- 40.2. The Tenant acknowledges that in entering into this lease it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) made by or on behalf of the Landlord.
- 40.3. Nothing in this lease constitutes or shall constitute a representation or warranty that the Property may lawfully be used for any purpose allowed by this lease.
- 40.4. Nothing in this clause shall 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. No notice to be served upon the Landlord shall be valid or effective unless it is sent by pre-paid recorded delivery post or delivered by hand to the Appointed Officer at the Town Hall, Wandsworth High Street, London SW18 2PU or such other address as the Appointed Officer may notify the Tenant and any notice to be served upon the Tenant shall be valid and effective if sent by pre-paid recorded delivery post or delivered by hand to the Principal at the Tenant's registered office or such other address as the Tenant may notify in writing to the Appointed Officer.
- 41.3. Where the consent of the Landlord is required under this lease, a consent shall only be valid if it is given by deed, unless:
- 41.3.1. it is given in writing and signed by the Landlord or a person duly authorised on its behalf; and
- 41.3.2. 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.

41.4. 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:

41.4.1. the approval is being given in a case of emergency; or

41.4.2. this lease expressly states that the approval need not be in writing.

41.5. 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

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

43. Jurisdiction

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

44. Exclusion of sections 24-28 of the LTA 1954

44.1. The parties confirm that:

44.1.1. the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy created by this lease, before the agreement for lease dated [] was entered into a certified copy of which notice is annexed to this lease; and

44.1.2. [NAME OF DECLARANT] who was duly authorised by the Tenant to do so made a statutory declaration dated [] in accordance with the requirements of section 38A(3)(b) of the LTA 1954 a certified copy of which statutory declaration is annexed to this lease.

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

45. Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this lease shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this lease.

46. Section 16 of the Greater London Council (General Powers) Act 1994

The covenants imposed in this lease shall be binding on the Tenant for itself and its successors in title in accordance with section 16 of the Greater London Council (General Powers) Act 1974 which applies to this lease.

47. Section 33 of the Local Government (Miscellaneous Provisions) Act 1982

The Landlord shall be able to enforce covenants relating to the Property in

accordance with the provisions of Section 33 of the Local Government (Miscellaneous Provisions) Act 1982.

48. Additional Covenants

The Tenant will comply with the covenants set out in Schedule 1.

49. Section 77 of the School Standards and Framework Act 1998

49.1. The Tenant must comply with Section 77 of the School Standards and Framework Act 1998 and in particular the Tenant must ensure that:

49.1.1. the Property is maintained as playing fields for at least 10 years from the date of this lease; and

49.1.2. any school or organisation using the playing fields immediately prior to the date of this lease may continue to do so for at least 10 years following the date of this lease during which time the Tenant must ensure that such organisations have the use of the playing fields on terms and for periods which are no less favourable than the terms that they had before the date of this lease; and

49.1.3. the Tenant does not use the Property in such a way as to make a commercial profit from commercial sports schemes.

49.2. Notwithstanding clause 49.1 above the Tenant acknowledges that any school or organisation using the playing fields immediately prior to the date of this lease may continue to do so at the same time and on the same days of the week as they had before the date of this lease for the Contractual Term.

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

THE COMMON SEAL of the **MAYOR**)
AND BURGESSES OF THE LONDON)
BOROUGH OF WANDSWORTH was)
 affixed **BY ORDER:**)
)
FOR DIRECTOR OF)
ADMINISTRATION (Authorised Officer))
)
 Seal Register No.)

Signed as a deed by)
 [TENANT])
 acting by two directors/a director)
 and its secretary) [SIGNATURE OF FIRST DIRECTOR]
 [Director]

 [SIGNATURE OF SECOND
 DIRECTOR OR SECRETARY]
 [Director **OR** Secretary]

OR

Signed as a deed by)
 [TENANT])
 acting by a director,)
 in the presence of [NAME OF) [SIGNATURE OF DIRECTOR]
 WITNESS]:)
 [Director]
 [SIGNATURE OF WITNESS]
 [NAME, ADDRESS [AND
 OCCUPATION] OF WITNESS]

SCHEDULE 1

1 The Additional Covenants

1.1 MUSIC

Ensure that the use or playing of any musical instrument television or radio loudspeaker or mechanical or noisemaking instrument of any kind on the Property does not cause excessive noise.

1.2 LIGHTING

Not to display any flashing lights on the Property nor to erect or install any lighting on the Property without the approval of the Landlord such approval not to be unreasonably withheld or delayed.

1.3 REFUSE

To keep refuse in proper receptacles readily accessible for collection. Such receptacle to be kept within the boundaries of the Property.

1.4 TIDYNESS

Not to cause any land abutting the Property to be untidy or in a dirty condition and in particular (but without prejudice to the generality of the above) not to deposit on them refuse or other materials.

1.5 ELECTRICAL INSTALLATIONS

The Tenant will not in the use of the electrical wiring and installations in the Property knowingly use the same or any part thereof in such a way as to overload the wiring system or any part of the electrical installation.

1.6 USE OF EQUIPMENT

The Tenant must not knowingly use machinery or equipment so as to cause excessive noise vibration or dust save during periods of construction on the Property when the Tenant shall ensure that its contractors shall be as considerate as possible.

1.7 ANIMALS

The Tenant will not bring dogs cats or other animals birds or reptiles upon the Property.

1.8 SERVICE MEDIA

The Tenant will not knowingly use any of the Service Media in the Property for any other purpose than that for which they were installed and will not cause any foreign substance of any kind to be introduced thereon.

1.9 LICENCES

To obtain such licences and permissions as are required for the Tenant's Permitted Use of

the Property.

1.10 **SECURITY SYSTEMS**

To install and keep in proper repair and use appropriate security systems of a type approved by insurers and the relevant licensing authority.

1.11 **FLOODLIGHTING**

The Tenant shall ensure that there is no unnecessary escape of light from floodlights or any other lights located on the Property over residential properties or their gardens either adjoining the Property or in the vicinity of the Property.

DISCRETIONARY TERMS

[The Tenant will provide:

- a) Artificial lighting (subject to the Tenant securing necessary planning permission); [and/or]
- b) Artificial pitch (subject to the Tenant securing the necessary planning permission and providing the artificial pitch); [and/or]
- c) existing facilities for cricket; [and/or]
- d) existing facilities for long jump, discus throwing etc; [and/or]
- e) alcohol licence at the Building] - *[discretionary terms to be embellished should these terms be required/requested by the Tenant as part of the Tender process]*