

APPENDIX E

PARTICULARS

1. DATE OF THIS DEED:
2. LEASE
3. LANDLORD: THE MAYOR AND BURGESSES
OF THE LONDON BOROUGH
OF HARINGEY of Civic Centre
Wood Green London N22 8LE
4. TENANT:
5. GUARANTOR: (if any)
6. COMMUNITY CENTRE: ALL THAT the Land and
Premises known as and for
the purposes of identification only
shown edged red on the plan
attached hereto
7. COMMENCEMENT DATE OF TERM:
8. LENGTH OF TERM: 5 (five) years
9. EXPIRY DATE OF TERM:
10. RENT(S) (SUBJECT TO REVIEW):
11. RENT REVIEW PERIOD: months commencing on
12. RENT REVIEW DATES: day of
day of
day of
13. USER: As a Community Centre but
always in accordance with
Clause 6(7)
14. DECORATION: The interior in
The exterior in

THIS LEASE made the date stated in the Particulars B E T W E E N

- (1) the Landlord specified in the Particulars ("the Landlord")
- (2) the Tenant specified in the Particulars ("the Tenant")
- (3) the Guarantor (if any) specified in the Particulars ("the Guarantor")

WITNESSES:

1. DEFINITIONS

IN this Lease the following expressions (where the context so admits) shall have the following meanings:-

"the Particulars"	The details on the preceding page headed "Particulars"
"the Plan"	The plan or plans mentioned in the Particulars
"the Term"	The term specified in the Particulars
"the Termination Date"	The date of expiration or sooner determination of the Term
"the Community Centre"	The whole and every part of the land described in the Particulars together with everything for the time being on the land and/or appurtenant to it but not any advertisements or advertisement hoardings thereon
"Conduit"	Any conducting medium or other thing within or without the Community Centre by means of which any facility service or matter may pass
"Requisite Notice"	A notice in writing to the Tenant seven days before any entry is made on the Community Centre <u>PROVIDED THAT</u> in the case of an emergency no notice shall be required
"Landlord"	Shall include the person entitled for the time being to the reversion to this Lease
"Tenant"	Shall include the Tenant's successors in title and if it is an individual his personal representatives
"Interest"	Interest at the rate of Four per centum above the Barclays Bank base rate payable on the date of demand from the date of demand by the Landlord (or if earlier the date at which monies shall have become due or at which the Landlord shall have expended monies in respect of which interest is required under this Lease) until the date of payment to the Landlord

compounded with quarterly rests on the usual quarter days

"Act"	Shall mean every Act of Parliament (whether specifically named herein or not) which may be relevant to the Community Centre its user or anything on the Community Centre the persons employed or having recourse thereto whether or not in force at the date hereof and shall include any statutory re-enactment or modification thereof and any order regulation directive bye-law rule consent or licence granted or required thereunder or by any Public or local authority or by any court of competent jurisdiction
"the Landlord's Surveyor"	Shall mean the Landlord's Surveyor for the time being
"the Landlord's Solicitor"	Shall mean the Landlord's Solicitor for the time being
"decorate"	Shall mean to paint stain polish impregnate repaper or otherwise properly treat as the case may be all surfaces usually or requiring to be so treated having first prepared such surfaces by stripping burning off stopping and priming as may be necessary and to wash down all washable surfaces and to restore point and make good the brickwork and stonework where necessary and to grain or varnish any parts usually so treated all such decorations to be carried out with good quality materials and where painting is involved with three coats to be applied to the exterior and two coats to the interior

2. INTERPRETATION

- (1) The details and descriptions appearing in the Particulars shall be included in and form part of the Lease
- (2) If there shall be more than one person included in the expression "Tenant" or "Guarantor" the covenants by them shall be joint and several
- (3) The expression "the Landlord" shall where the context so admits include any superior landlord and likewise the expression "Lease" includes "Underlease"
- (4) Where the Landlord or any other person exercises any rights to enter the Community Centre under this Lease unless specifically provided herein to the contrary the person exercising such right shall do so in a reasonable manner and will make good any damage caused to the Community Centre

(5) Any covenant by the Tenant not to do any act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done

3. DEMISE

The Landlord DEMISES the Community Centre to the Tenant

TOGETHER WITH

- (1) the fixtures and fittings now in or about the same
- (2) the right of way in common with the Landlord and all others having a like right for the Tenant and the Tenant's agents servants and licensees from and to the Community Centre with or without vehicles over the Estate roads and on foot only over the passageways and pathways giving access to and egress from the Community Centre
- (3) the right to the free passage of water soil gas and electricity to and from the Community Centre through the Conduits which are now or may within the Term not exceeding eighty years be in upon or under any neighbouring premises owned by the Landlord

EXCEPT AND RESERVING

- (1) The right to the free passage of water soil gas and electricity from and to any neighbouring premises through the Conduits which are now or may hereafter within the Term not exceeding eighty years be in upon or under the Community Centre or which may be subsequently installed or constructed within the like period
- (2) The right and liberty for the Landlord and the Landlord's Surveyor agents workmen and others at all times and from time to time upon Requisite Notice to enter into and upon the Community Centre and all parts thereof for the purpose of repairing maintaining altering cleansing examining or testing the Conduits serving the same and to make all connections and disconnections which may be necessary in relation thereto including connection to adjoining premises of the Landlord and for the purpose of carrying out any work or doing any thing whatsoever comprised within the Landlord's obligations hereinafter contained and for

the purpose of erecting rebuilding or altering any buildings or structures on the land of the Landlord or the Landlord's tenants adjoining or near to the Community Centre PROVIDED THAT the Landlord shall not be liable to the Tenant in any way in relation to any such work carried out or thing done as aforesaid

(3) All rights of light air support and other easements and rights now or hereafter belonging to or enjoyed by the Community Centre from or over any adjacent or neighbouring land or building but without prejudice to those rights expressly hereinbefore granted to the Tenant

(4) The right to build or rebuild or alter any adjacent or neighbouring land or building in any manner whatsoever and to let the same for any purpose or otherwise deal therewith notwithstanding the light or air to the Community Centre is in any such case thereby diminished or any other liberty easement right or advantage belonging to the Tenant is thereby diminished or prejudicially affected

(5) The right to affix to the exterior of the Community Centre pipes flues scaffolding and other apparatus in connection with the use of adjoining premises PROVIDED THAT the Landlord shall make good all damage caused thereby to the Community Centre but shall not be liable to the Tenant for any inconvenience or otherwise howsoever caused in relation to any such work carried out or thing done as aforesaid

(6) The right to retain any advertisements or advertisement hoardings at present on the Community Centre and to receive the income therefrom and to relet the same from time to time as occasion shall require without making any payment or compensation to the Tenant

4. TERM

The Community Centre are demised for the Term from and including the Commencement Date of the Term to and including the Expiry Date of the Term

5. RENT AND RENT REVIEW AND RENT FREE PERIOD

(1) The yearly rent is the rent specified in the Particulars and so in proportion for any period less than a year payable by four equal payments in advance on the usual quarter days of which the first payment being the appropriate proportion from the date of commencement of this Lease down to the next ensuing quarter day shall be paid on the date hereof

(2) (a) The rent shall be reviewed in an upward direction only on the Rent Review Dates specified in the Particulars (each Rent Review Date being hereinafter called "the review date") by the Landlord serving on the Tenant notice in writing (hereinafter called "the Landlord's Notice") by the review date stating the sum which in the opinion of the Landlord represents the yearly rent which ought to be paid by the Tenant for the period commencing on the review date

(b) If the rent for the period commencing on the review date (hereinafter called "the new rent") shall not have been agreed between the parties within three months from the service of the Landlord's Notice either party may at any time thereafter refer the matter to a single surveyor with personal knowledge of the area in which the Demised Premises are located appointed by the President for the time being of the Royal Institution of Chartered Surveyors who shall act as an expert whose decision shall be final and binding and whose costs shall be in the award of such Surveyor

(c) The new rent shall be the greater of the market rent at the review date {with the benefit of any subsisting planning permission} that a willing lessee would pay a willing lessor for the Demised Premises let on the terms of this Lease for a term of years equal to the term hereby originally granted and disregarding any restriction upon user or alienation herein contained and on the assumption that the Demised Premises are fit for occupation and use or the rent payable immediately before the relevant review date

PROVIDED ALWAYS that

(a) if within six weeks after the receipt of the Landlord's Notice (in respect of which period time shall be of the essence) the Tenant shall not have served upon the Landlord a Counter-notice specifying in writing an alternative annual rent as representing the market rent then the Tenant shall be deemed to have agreed that the amount specified in the Landlord's Notice shall be the new rent payable on and after the review date

(b) the right of the Landlord to require an adjustment of rent under this Clause shall not be prejudiced by any failure to give or receive notice or to call for the appointment of a surveyor

(c) notwithstanding that the new rent agreed or determined hereunder is not so agreed or determined until after the review date the new rent shall be substituted for the former rent from the review date and be payable from that date

(d) the parties hereto hereby mutually covenant that as soon as practicable after any reviewed rent has been agreed or otherwise determined they shall at their own expense endorse hereon or attach hereto and on or to the counterpart hereof a memorandum specifying the reviewed rent

(3) Notwithstanding the above provisions of this Clause there shall be a rent free period (if any) specified in the Particulars

6. TENANT'S COVENANTS

The Tenant hereby covenants with the Landlord

(1) Rent

To pay the rent and any reviewed rent as before mentioned on the dates mentioned for payment and by way of Banker=s Order without any deduction or abatement (except as hereinafter specifically provided) provided that so long as the amount of rent which the Tenant is liable to pay is restricted by law the Tenant will in lieu of the rent hereby reserved pay the maximum amount of rent which such restriction may from time to time allow

(2) Outgoings

To indemnify the Landlord against and to pay all existing and future rates taxes and outgoings payable in respect of the Community Centre and to pay the Value Added Tax on all taxable supplies received by the Tenant and on all taxable supplies received by the Landlord and for which the Tenant is hereby required to pay under or in connection with this Lease (if appropriate)

(3) Insurance

(a) (i) By way of further rent to repay to the Landlord within twenty-one days of a demand being made therefor by the Landlord the sum which the Landlord shall from time to time pay for insuring the Community Centre including fees and rent as more particularly set out in Clause 9(2) hereof including insurance of plate glass windows if any

(ii) To insure in the joint names of the Landlord and the Tenant any plate glass in an insurance office approved by the Landlord and to produce evidence thereof to the Landlord (a) within twenty-one days of the date of this Lease and (b) thereafter from time to time when required to do so by the Landlord

(b) Not to do anything whereby any policy of insurance on the Community Centre may become void or voidable and to comply with the requirements of the Landlord and of the Insurers of the Community Centre PROVIDED THAT in the event of the Community Centre being damaged or destroyed by fire or other of the insured risks and the insurance effected by the Landlord shall have been vitiated or payment of the insurance monies refused in whole or in part in consequence of some act or default on the part of the Tenant or the Tenant's servants employees agents or visitors then the Tenant shall reinstate the same at the Tenant's own expense

(c) All monies payable by the Tenant under this Clause shall be a charge on the Community Centre and recoverable by distress as for rent in arrear

(d) To effect all necessary insurances against Third Party and Public Liability claims and insurance of the Tenant's fixtures and fittings with an insurance company of repute and to

indemnify the Landlord against all damages costs claims actions proceedings acts and liability whatsoever arising from the Tenant's occupation of the Community Centre and to produce to the Landlord on demand the policy or policies of any such insurance and the receipt for the last premium payment

(4) Waste Additions and Alterations

- (a) Not to commit any waste on the Community Centre
- (b) Not to make any addition to the Community Centre
- (c) Not to make any alteration to the Community Centre without the prior written consent of the Landlord which shall not be unreasonably withheld subject to the Tenant first making an application supported by drawings and where appropriate a specification in duplicate and paying the fees of the Landlord and the Landlord's respective professional advisers any consent given by the Landlord under this sub-clause to be conditional upon the Tenant re-instating if the Landlord shall so require the Community Centre to their original condition at the end or sooner determination of the Term such re-instatement being at the Tenant's own expense PROVIDED THAT where such alteration includes the provision of fixtures and fittings they shall not become part of the Community Centre and the Landlord shall be under no obligation to insure the same

(5) Repairs

- (a) To keep the whole of the Community Centre including all alterations and improvements thereto and all works and services connected therewith clean and in good and substantial repair damage by fire or any other risk insured against by the Landlord excepted unless payment of any insurance money shall be refused either in whole or in part as a result of any act or default of the Tenant and in such condition to deliver up the Community Centre on the Termination Date

- (b) To keep clean the windows of the Community Centre both inside and outside

(6) Decoration

To decorate the Community Centre on the dates specified in the Particulars both the interior and the exterior in the last year of the Term whenever determined the decoration to be in a colour and style approved by the Landlord's Surveyor

(7) User

(a) To use the Community Centre for the purpose only of a Community Centre and always in accordance with:-

- (i) the Tenant's Memorandum and Articles of Association current at the date hereof
- (ii) the Aims and Objects of the Tenant as Registered Charity No. and
- (iii) the Landlord's Equal Opportunities Statement from time to time in force herein referred to as the Permitted Use

(b) To occupy the Community Centre forthwith and to keep it open for the Permitted Use from 7 am to 11.30 pm Monday to Saturday and 9 am to 10.30 pm on Sundays and not to use the Community Centre outside these hours except for one hour preparation time before opening and half an hour clearing up time after closing

(c) Not to use the Community Centre for any purpose which is in conflict with the policies of the Landlord from time to time in its capacity as a Local Authority nor to hire out the Community Centre for use for party political purposes save with prior written consent from the Landlord's Surveyor at his sole discretion

(d) Not to do on the Community Centre anything which may be a nuisance or annoyance or cause damage or inconvenience to the Landlord or the Landlord's tenants or any neighbouring owner or occupier or to the general public and all works requested by the Landlord's Surveyor to remedy or prevent the recurrence of such nuisance or annoyance or damage or inconvenience shall be carried out by the Tenant at the Tenant's own expense to the satisfaction of the Landlord's Surveyor

(e) Not to use the Community Centre for any noxious noisy or offensive trade or business nor for any illegal or immoral act or purpose nor for gaming nor as a betting shop

sex or amusement arcade and not to hold any sales by auction nor keep any animals or birds on the Community Centre PROVIDED that the Tenant may use the Community Centre for minor gaming activities such as raffles lotteries whist drives beetle drives and the like in order to raise funds to enable the Tenant to properly carry out its objects PROVIDED THAT the Tenant observes all the covenants and conditions herein during such activities

(f) Not to trade or display goods nor allow the accumulation of rubbish to cause any obstruction outside the Community Centre or any access way thereto or the front windows thereof (if any) nor to hang anything outside the windows

(g) Not at any time to place or store or allow or suffer the placement or storage of any trailer container building or structure whether temporary or permanent upon the Centre and surrounds including any allocated car park spaces and common areas AND not to store any other items whatsoever outside the building of the Centre

(h) Not to overload the Community Centre or use any machine other than normal machines consistent with the user hereinbefore specified without the written consent of the Landlord

(i) Upon demand being made by the Landlord the Tenant will submit a written statement to the Landlord of the general sphere of activities being carried on or which are proposed to be carried on at the Community Centre and notwithstanding the provisions of this Clause the Landlord shall have the right to require the immediate discontinuance of any activity or proposed activity of which it does not approve PROVIDED that the Landlord shall not exercise such right unreasonably or otherwise than through its Members or the Landlord=s Surveyor

(j) Not to allow to pass into the sewers drains or watercourses serving the Community Centre any noxious or deleterious effluent or other substance which may cause an obstruction in or injure the said sewers drains or watercourses and in the event of any such

obstruction or injury forthwith to make good such damage to the satisfaction of the Landlord's Surveyor

(k) To take all reasonable and prudent steps to maintain a good standard of security and safety on the Community Centre and (without prejudice to the generality of the foregoing) adequate caretaking and cleaning arrangements to the satisfaction of the Landlord's Surveyor

(l) Not in any way to obstruct any service road or any of the roads adjacent to the Demised Premises provided that vehicles may wait in the rear service road (if any) for the purpose of loading and unloading only PROVIDED FURTHER THAT the vehicles do not adversely affect the use of any other adjoining or neighbouring premises

(m) To comply with all reasonable regulations made by the landlord from time to time for the management of the Demised Premises and/or any estate of which the Demised Premises form part and/or any other land or premises used or to be used by the Tenant in common or jointly with any other person

(n) In the event of any dispute arising concerning the foregoing provisions of this clause and whether or not any activity carried on by the Tenant at the Community Centre complies with the provisions hereof the Landlord shall be deemed to be the sole arbitrator and the Landlord's decision given by the Landlord's Surveyor shall be final and binding

(8) Advertisements and Aerials etc

(a) Not without the Landlord's prior written consent to exhibit any advertisement notice or sign on the Community Centre or inside the Community Centre so as to be seen from the outside and in particular nor to erect any projecting or illuminated sign provided that the Tenant may erect a fascia or a board of reasonable size in a position designated by the Landlord displaying the Tenant's name and business which if so required by the Landlord shall be removed on the Termination Date the Tenant making good any damage caused by

such removal PROVIDED THAT this covenant shall not preclude any proper displays of trade inside the shop windows of premises demised for use as a shop

(b) Not to install any flag pole external television or radio aerial or window box on the Community Centre

(9) Assignments Underlettings etc

(a) Not to underlet nor share nor part with the possession or occupation of the whole or any part of the Community Centre save only that the Community Centre or part thereof may be hired out on a daily basis for bona fide community activities so long as no relationship of Landlord and tenant is created between the Tenant and any occupier

(b) Not to assign nor charge part of the Community Centre

(c) Not without the previous written consent of the Landlord (which shall not be unreasonably withheld) to assign nor charge the whole of the Community Centre and upon any assignment to obtain a direct covenant by the assignee with the Landlord to pay the rent and observe and perform the covenants and restrictions of this Lease for the remainder of the Term and if the Landlord shall so require to obtain an acceptable guarantor for any private limited company

(d) Provided Always the Landlord may withhold consent to the assignment of the Demised Premises if any of the following conditions are not fulfilled

(i) That the Tenant who is to assign the Lease and their Guarantor (if any) enters into an Authorised Guarantee Agreement with the Landlord in a form permitted by the Landlord and Tenant (Covenants) Act 1995 and

(ii) On an assignment to a limited company the assignee must procure that at least two directors of the company or some other person or persons reasonably acceptable to the Landlord act as guarantors for the assignee in such form as the Landlord may reasonably require and

(iii) Where the Superior Landlords consent (if any) is required to the assignment the assignment of the Lease shall not be completed until such consent is obtained and

(iv) The Tenant shall pay in full the Landlords Surveyors administration and associated costs prior to the preparation of the Licence to Assign (such fees to be payable whether or not the Licence to Assign proceeds to completion)

(v) The Tenant shall pay in full the Landlord's legal and associated costs and the costs of the Superior Landlord (if any) whether or not the Licence to Assign proceeds to completion

(f) If any of the circumstances and conditions contained in subclause (d) and (e) of this clause are not fulfilled it shall not be unreasonable for the Landlord to withhold its consent to the assignment of the Demised Premises

(10) Registration of Documents

Within fourteen days after any assignment charge {underlease or sub-underlease} or any transmission or other devolution relating to the Community Centre or any part thereof to leave with the Landlord's Solicitor a certified copy of the relevant instrument and to pay to the Landlord's Solicitor a fee of Twenty-five Pounds or such larger sum as the Landlord's Solicitor shall reasonably require

(11) Entry in connection with Development

To permit the Landlord after Requisite Notice to enter the Community Centre in connection with the development of any neighbouring premises and to build on or into any boundary wall of the Community Centre without payment of compensation to the Tenant for any damage or otherwise

(12) Inspection

To permit the Landlord after Requisite Notice to inspect the Community Centre for any purpose and to serve upon the Tenant notice in writing specifying any repairs and works required to be done whereupon within one month thereof or forthwith in an emergency the

Tenant shall remedy any breach of covenant for which the Tenant is liable to the reasonable satisfaction of the Landlord's Surveyor and in case of default the Landlord may enter the Community Centre and remedy the breach and all expenses thereof together with interest thereon shall be paid by the Tenant to the Landlord and shall be recoverable as a debt

(13) Entry to Repair etc

To permit the Landlord or such owners or occupiers of any neighbouring premises as are authorised by the Landlord after Requisite Notice to enter upon the Community Centre in connection with the maintenance repair or alteration of any neighbouring premises or anything serving the same and running through the Community Centre or to comply with any requirements of any competent authority without payment of compensation to the Tenant

(14) Reletting on Expiry

To allow the Landlord to enter on the Community Centre at any time within six months next before the determination of the Term (howsoever determined) and to fix thereon a notice-board for reletting the same which shall not be removed or obscured but which shall be fixed in such a position so as not to interfere with the Tenant's business and to permit persons holding appropriate authority to inspect the Community Centre at reasonable times

(15) Compliance with Statutes etc

To comply in all respects with the provisions of all Acts for the time being in force and any requirements of any competent authority relating to the Community Centre or any part thereof or the use thereof or the Tenant's activities therein and so far as the law allows to indemnify the Landlord against all liability costs and expenses in respect thereof

(16) Costs

To pay all expenses incurred by the Landlord and the Landlord's respective professional advisers in connection with any notice under Section 146 of the Law of Property Act 1925 or incidental to the preparation and service of a schedule of dilapidations during or upon the determination of the Term and every consent applied for under this Lease including where

appropriate the approval of drawings and specifications the inspection of works and the issue of any certificate in respect thereof

(17) Statutory Notices

To give full particulars to the Landlord within seven days of any notice or proposal issued by any competent authority and at the request and cost of the Landlord to make or join in making such objection or representation in respect of such notice or proposal as the Landlord shall deem expedient

(18) Easements and Encroachments

Not to obstruct any window light or ventilator belonging to the Community Centre or to any other building belonging to the Landlord and not to give to any third party any acknowledgement that the Tenant enjoys the access of light to any of the windows or openings of the Community Centre by the consent of such third party and to give immediate notice to the Landlord if any encroachment or easement affecting the Community Centre shall be made or acquired or attempted to be made or acquired and at the Landlord's request at the cost of the Landlord and the Tenant equally to adopt such means as may be reasonably required to prevent the same

(19) Expenses incurred by the Landlord

To pay to the Landlord by way of further rent if the Landlord shall so require an amount equal to a fair proportion to be conclusively determined by the Landlord's Surveyor ("the Tenant's Contribution") of the expenses payable in respect of maintaining repairing renewing redecorating and cleansing all party walls fences access ways Service Conduits and other party structures or things which shall belong to the Community Centre and to contiguous adjoining or neighbouring premises and which shall be used or be capable of being used by the Tenant in common with the Landlord or the owners or occupiers of such premises

(20) Town and Country Planning

In relation to the Planning Acts (by which expression it is intended herein to designate the Town and Country Planning Act 1990)

(a) Not to do or omit to do anything on or in connection with the Community Centre the doing or omission of which shall be a contravention of the Planning Acts or of any notices orders licences consents permissions or conditions (if any) served made granted or imposed thereunder or under any enactment repealed thereby and to indemnify the Landlord against all actions proceedings damages penalties costs charges claims and demands in respect of such acts and omissions or any of them (whether arising during the Term or thereafter) and against the costs of any application for planning permission and the works and things done in pursuance thereof

(b) In the event of the Landlord giving written consent to any of the matters in respect of which the Landlord's consent shall be required under the provisions of this Lease or otherwise and in the event of permission from any planning authority under the Planning Acts being necessary for any addition alteration or change in or to the Community Centre or for the change of user thereof to apply at the cost of the Tenant to the local and planning authorities for all consents and permissions which may be required in connection therewith and to give notice to the Landlord of the granting or refusal (as the case may be) of all such consents and permissions forthwith on the receipt thereof

(c) In the event of any planning authority agreeing to grant the desired planning permission only with modifications or subject to conditions to give to the Landlord forthwith full particulars of such modifications or conditions AND if such modifications or such conditions shall in the reasonable opinion of the Landlord be undesirable then the Tenant shall not proceed with the works or change of user to which the application related

(d) To give notice forthwith to the Landlord of any notice order or proposal for a notice or order served on the Tenant under the Planning Acts or otherwise coming to the notice of the Tenant and if so required by the Landlord to produce the same and at the request of the

Landlord at the cost of the Landlord and the Tenant equally to make or join in making such objections or representations in respect of any proposal as the Landlord may require

(e) To comply at the Tenant's own cost with any notice or order served on the Tenant under the provisions of the Planning Acts

(f) Not to apply for planning permission in respect of the whole or any part of the Community Centre or to carry out any development or other works or effect any change of use if the making of such application or the carrying out of such development or other works or such change of use would or might give rise to any tax charge or other levy payable by the Landlord

(g) Unless the Landlord shall otherwise direct to carry out before the expiration or sooner determination of the Term any works stipulated to be carried out to the Community Centre by a date subsequent to such expiration or sooner determination as a condition of the grant of any planning permission obtained by the Tenant {or any sub-tenant} during the Term

(h) If and when called upon so to do to produce to the Landlord or the Landlord's Surveyor all such plans documents and other evidence as the Landlord may require in order to satisfy itself that the provisions of this sub-clause have been complied with in all respects

(21) Statutory Acquisitions

Not to do or omit to do any act matter or thing as a consequence whereof the Landlord's reversion immediately expectant upon the determination of the Term shall become liable to acquisition pursuant to any statutory provisions from time to time in force

(22) To Provide Fire Fighting Appliances

To keep the Community Centre sufficiently supplied and equipped with such fire fighting and extinguishing appliances suitable in all respects to the type of user of or business manufacture process or trade carried on upon the Community Centre as shall from time to time be required by law or by the local or other competent authority and as shall be reasonably required by the Landlord or the Landlord's Insurers (so far as not opposed to the

legal obligations of the Tenant) and such appliances shall be open to inspection and shall be maintained to the reasonable satisfaction of the Landlord and also not to obstruct the access to or means of working such appliances or the means of escape from the Community Centre in case of fire

(23) Freehold Title Restrictions

To observe and perform the covenants and other matters contained or referred to in the entries on the Register of the Freehold Title out of which this Lease is granted so far as the same affect the Community Centre and are still subsisting and capable of taking effect and to indemnify the Landlord against all costs claims liabilities and demands arising from any breach by the Tenant of this obligation

(24) Provision as to Health and Safety

At all times during the Term to do and execute or cause to be done and executed all such works and to do all such things as under or by virtue of any Act or Acts of Parliament now or hereafter to be enacted including but without prejudice to the generality of this sub-clause the Health and Safety at Work etc Act 1974 the Factories Act 1961 the Offices Shops and Railway Premises Act 1963 the Employers Liability (Compulsory Insurance) Act 1969 Employers' Liability (Defective Equipment) Act 1969 Control of Pollution Act 1974 or any statutory modification or re-enactment thereof for the time being in force and bye-laws rules regulations orders and codes of practice and guidance notes made and/or issued thereunder and in particular those by the Health and Safety Executive thereunder are or shall be directed as necessary to be done or executed upon or in respect of the Community Centre or any part thereof or in respect of the Tenant's use thereof by the owner lessee tenant or occupier thereof

(25) Provision as to Terms of Employment

At all times during the Term to do and execute or cause to be done all such things as under or by virtue of any Act or Acts of Parliament now or hereafter to be enacted (including but

without prejudice to the generality of this and the following sub-clause the Trade Union and Labour Relations Act 1974 and Trade Union and Labour Relations (Amendment) Act 1976 Employment Protection Act 1975 the Employment Protection (Consolidation) Act 1978 the Employment Act 1980 Wages Act 1986 Sex Discrimination Act 1975 and Equal Pay Act 1970 and the Race Relations Act 1976) or any statutory modification or re-enactment thereof for the time being in force and bye-laws rules and regulations made and/or issued thereunder are or shall be directed as necessary to be done or to refrain from doing and to prohibit all such things as thereby are prohibited in respect of the employment of persons in the Community Centre or any part thereof or in respect of the Tenant's use thereof

(26) To Pay Minimum Wages etc

Notwithstanding the generality of sub-clause (25) hereof

(i) to pay rates of wages and observe hours and conditions of employment in respect of each and every person employed by the Tenant in the Community Centre or in respect of the Community Centre or any part thereof or in respect of the Tenant's use thereof not less favourable than those established for persons in comparable employment in the trade or industry or section thereof in which the Tenant is engaged in the district in which they work is carried out by machinery of negotiation or arbitration to which the parties are organisations of employers and trade unions affiliated to the Trades Union Congress which represent respectively (generally or in the district in question as the case may be) a substantial proportion of the employers and workers engaged in the trade or industry being workers of the description to which the said negotiation or arbitration relates

(ii) in the absence of any rates of wages hours and conditions of employment established in accordance with paragraph (i) above to pay rates of wages and observe hours and conditions of labour in respect of each and every person employed by the Tenant in the Community Centre or in respect of the Community Centre or in respect of any part thereof in respect of the Tenant's use thereof not less favourable than the general level of wages hours

and conditions observed for comparable workers by other employers in the trade industry or section thereof in which the Tenant is engaged and whose general circumstances are similar to those of the Tenant

(27) To Permit Trade Union Membership and Recognition

To permit without let or hindrance each and every person employed by the Tenant in the Community Centre or in respect of the Community Centre or in respect of any part thereof or in respect of the Tenant's use thereof to join any trade union affiliated to the Trades Union Congress and to establish machinery of negotiation for the recognition of any such trade union or trade unions for the purposes of collective bargaining and for the representation of the interests of the said employees or any individual employee or group thereof in relation to the Tenant and to abide by procedures established thereunder

(28) To Display Notices

At all times during the Term to display prominently at each and every entrance to the Community Centre and each and every place occupied or used by the Tenant under the provisions of this Lease or in relation to the trade business or industry carried on in the Community Centre a notice containing the terms of sub-clauses (24) to (29) hereof

(29) Arbitration Procedure

(i) In the event of any question arising as to whether any or all the requirements of sub-clauses (24) to (29) of this Lease are being observed in whole or in part the question may if not otherwise settled or disposed of between the parties to this Lease be referred jointly to an independent tribunal for decision which may be nominated for this purpose by the Secretary of State for Employment or in the alternative to an independent tribunal agreed between the parties to this Lease and in default of such nomination or agreement the said question may be referred on the motion of the Landlord to an independent tribunal nominated for this purpose by the Landlord which shall investigate the matter taking evidence as it thinks fit from the parties to this Lease employees of the Tenant and the trade

union nominated by the said employees to represent them before the said tribunal and any other person or persons whom it may consider may assist in its deliberations and shall have the power to make recommendations to the parties to this Lease

(ii) Any further terms of reference and procedure and powers of such tribunal may be agreed between the parties prior to its commencing investigation in accordance with this Lease

7. PROVISOS

(1) Proviso for Re-entry

If the whole or any part of the rent shall be unpaid for twenty-one days after becoming payable whether formally demanded or not or if there shall be any breach of any of the Tenant's covenants or if any Tenant being a corporation shall enter into liquidation whether compulsory or voluntary except for the purpose of amalgamation or reconstruction or suffer a receiver to be appointed or being an individual shall commit any act of insolvency or if unlimited shall apply to become limited being an individual shall die the Landlord may at any time thereafter re-enter upon the Community Centre or any part thereof and this demise shall thereupon terminate but without prejudice to any right of action or remedy of the Landlord in respect of any breach of covenant by the Tenant

(2) Distress

Without prejudice to the Landlord's rights under sub-clause (1) above if the whole or any part of the rent together with accrued Interest thereon shall be in arrear for twenty-one days whether legally demanded or not it shall be lawful for the Landlord to enter into and upon the Community Centre or any part thereof and distrain upon the Tenant's goods plant machinery equipment fixtures and fittings and dispose of the same in due course of law and to apply the proceeds thereof in or towards payment of rent in arrear together with Interest and all costs charges and expenses occasioned by the non-payment thereof and so that the power of the Landlord to distrain upon the Community Centre for rent in arrear shall extend to and include

any Tenant's fixtures or fittings not otherwise by law distrainable which may from time to time be thereon

(3) Exclusion of Use Warranty

Nothing in this Lease shall imply or warrant that the Community Centre may be used for the purpose herein authorised under the Planning Acts and regulations now or from time to time in force

(4) Service of Notices

Any notice hereinbefore or by statute required to be served shall be sufficiently served by the Landlord if left or sent by recorded delivery post addressed to the Tenant at the Community Centre and by the Tenant if sent by recorded delivery post addressed to the place of business or office for the time being of the Landlord's Solicitor and any notice so sent shall be deemed to have been duly served at the expiration of twenty-four hours after the time of posting

(5) Paragraph Headings

Paragraph headings do not form part of this Lease and shall not be taken into account in the construction or interpretation hereof

(6) Cesser of Rent

If the Community Centre or any part thereof shall be destroyed or so damaged by fire or any other risk insured against by the Landlord so as to be unfit for occupation or use then unless the insurance of the Community Centre shall have been vitiated by the act neglect default or omission of the Tenant the rent hereby reserved or such fair and just proportion thereof according to the nature and extent of the damage sustained as shall be determined by the Landlord's Surveyor whose decision shall be final and binding shall be suspended and cease to be payable until the Community Centre or damaged portion thereof shall have been reinstated or made fit for occupation or until the expiration of the period for which the Landlord has insured against loss of rent whichever is the shorter PROVIDED THAT if the

Community Centre are not so reinstated or made fit for occupation as aforesaid by the expiration of the period for which the Landlord has insured against loss of rent then the Tenant shall at any time thereafter be entitled to serve on the Landlord not less than twenty-eight days notice of determination of this Lease in which event and upon the expiration of the period mentioned in the said notice this Lease shall absolutely determine but without prejudice to the rights of either party against the other in respect of any antecedent breach of covenant PROVIDED FURTHER that in the event of the service of such notice as aforesaid the Tenant shall (but for the period of the notice only not exceeding twenty-eight days) not be under any obligation to pay the rent due under this Lease

(7) Compensation

No compensation shall be payable by the Landlord to the Tenant in respect of any improvements or alterations carried out by the Tenant to the Community Centre nor will the Landlord be under any obligation to provide alternative accommodation except insofar as current Landlord and Tenant legislation may apply

(8) Damage from Services

The Landlord shall not be liable to the Tenant or any other person claiming through the Tenant for any damage which may be caused by defects in any plant or machinery pipes wires cables or other service media in the Community Centre or any neighbouring premises

(9) Arrears of Rent

If and whenever the Tenant shall fail to pay the rent including insurance rent and the {Tenant's Contribution} within twenty-one days of the due date whether or not demanded by the Landlord the Tenant shall become liable to pay Interest on such rent from the date when it was due to the date on which it is actually paid

8. TENANT'S EFFECTS

The Landlord shall be entitled to sell or otherwise dispose of on any terms that the Landlord thinks fit any or all of the Tenant's fixtures fittings and effects left by the Tenant on the

Community Centre for more than seven days after the expiration or sooner determination of this Lease which said fixtures fittings and effects shall be deemed to become the sole property of the Landlord The Landlord shall be entitled to retain for its own purposes and use the proceeds of sale but shall be under an obligation to offset the said proceeds of sale against any sums which may be owing by the Tenant to the Landlord under the terms of this Lease

9. LANDLORD'S COVENANTS

Subject to the Tenant paying the rent including insurance rent {and the Tenant's Contribution} and performing and observing the several covenants on the Tenant's part and the conditions herein contained the Landlord hereby covenants with the Tenant

(1) That the Tenant shall have quiet enjoyment of the Community Centre against the Landlord and all persons claiming title through the Landlord

(2) To keep the Community Centre insured against such perils including loss or damage by fire and in such minimum sum as the Landlord's Surveyor shall determine including two year's loss of rent architects and surveyors fees PROVIDED that the Tenant shall have the right to require the Landlord to increase the amount for which the Community Centre are insured or to require the Landlord to increase the scope or extent of the perils covered by the Landlord's Insurance Policy by giving to the Landlord's Surveyor not less than fourteen days Notice of the Tenant's desire to increase such insurance as aforesaid Upon receipt of such Notice the Landlord shall cause the insurance cover to be so increased and shall be entitled to recover the additional premium from the Tenant in accordance with Clause 6(3) hereof The Landlord shall cause all insurance monies received other than for loss of rent to be laid out in making good the damage for which the money has been received or rebuilding the Community Centre as the case may be PROVIDED

(a) that the Landlord shall not be liable to the Tenant for any delays in such making good or rebuilding caused by strikes lock outs restrictions imposed by the Government or other Authority or by shortage of labour or materials or other cause beyond the Landlord's control

(b) that the Tenant shall allow the Landlord the Landlord's workmen and employees and such other persons as are necessary to enter upon the Community Centre for the purpose of making good or reinstating the same as aforesaid

10. DISPUTES

(a) Any disputes arising as between the Tenant and the Landlord's tenants or occupiers of adjoining or neighbouring property belonging to the Landlord as to any easement right or privilege in connection with the use of the Community Centre and the adjoining or neighbouring property or as to the party or other walls separating the Community Centre from the adjoining property or as to the amount of any contribution towards the expenses of works and services used in common with any other property shall be decided by the Landlord's Surveyor whose decision shall be binding upon all parties to the dispute

(b) Without prejudice to the Landlord's rights under Clause 7(1) hereof any disputes or differences arising as between the Landlord and the Tenant as to their respective rights duties or obligations or as to any other matter or thing in any way arising out of or connected with the subject matter of this Lease other than as provided by sub-clause (a) of this Clause shall be determined by a single Surveyor acting as an arbitrator agreed between the parties or in default of agreement appointed by the President for the time being of the Royal Institution of Chartered Surveyors whose decision shall be final and binding and whose costs shall be in the award of such Surveyor

11. LOCAL AUTHORITY POWERS

For the avoidance of doubt nothing herein contained or implied shall prejudice or affect the Landlord's rights powers duties and obligations or fetter its decisions in the exercise of its functions as a local authority

12. REFERENCES TO COSTS AND VAT

All references in this Lease to:

(1) legal costs shall be construed as including all Counsel's fees reasonably incurred and Solicitor's costs (including profit costs whether the Solicitor engaged is employed by one party hereto or any other person) assessed in accordance with the Solicitors Remuneration Order 1972 on a Solicitor and Client basis and

(2) sums (including rents) payable by one party hereto to the other shall be construed as references to such sums exclusive of the Value Added Tax imposed by the Finance Act 1972 and the Tenant shall pay in addition to any sum payable to the Landlord under this Lease any Value Added Tax payable in respect of that sum

14. GUARANTOR'S COVENANT

The Guarantor hereby covenants with the Landlord

(1) That if at any time during the Term the Tenant shall make any default in payment of rent (including any increased rent payable under the rent review provisions hereinbefore contained) or in observing or performing any of the covenants or restrictions herein contained the Guarantor will pay the rent (including any increased rent payable as aforesaid) and observe or perform the covenants or restrictions in respect of which the Tenant shall be in default notwithstanding any time or indulgence granted by the Landlord to the Tenant or that this Lease may have been assigned or that the Tenant may have ceased to exist or that the terms of this Lease may have been varied by agreement between the Landlord and the Tenant or any other act or thing whereby but for this provision the Guarantor would have been released and

(2) That if a liquidator or trustee in bankruptcy shall disclaim this Lease the Guarantor will if the Landlord shall by notice in writing within three months after such disclaimer so require take from the Landlord a Lease of the Demised Premises for the residue of the term which would have remained had there been no disclaimer at the same rent and subject to

the same covenants and restrictions as in this Lease with the exception of this Clause such new Lease to take effect from the date of the said disclaimer and in such case the Guarantor shall pay the costs of such new Lease and execute and deliver to the Landlord a counterpart thereof

15. EXCLUSION OF IMPLIED OBLIGATIONS OF LANDLORD AND EFFECT OF WAIVER

(1) Nothing in this Lease shall render the Landlord liable (by implication of law or otherwise) for the doing of anything which the Landlord has not expressly covenanted to carry out provide or do

(2) No acceptance or demand or receipt for rent by the Landlord after knowledge (actual or implied) by the Landlord or the Landlord's agents of any breach of any of the covenants agreements and obligations on the part of the Tenant herein contained or implied shall operate as a waiver in whole or in part of such breach or of the Landlord's right of forfeiture or re-entry in respect thereof but any such breach shall for all the purposes of this Lease be a continuing breach for so long as such breach shall be subsisting and no person taking any estate or interest under the Tenant shall be entitled to set up any such acceptance of or demand or receipt for rent as a defence in any action or proceedings by the Landlord

(3) Each of the covenants on the part of the Tenant contained or implied by this Lease shall remain in full force both at law and in equity notwithstanding that the Landlord shall have waived or released temporarily or permanently revocably or irrevocably or otherwise howsoever any similar covenant or covenants affecting any adjoining or neighbouring property

16. REDEVELOPMENT

It is hereby mutually agreed that if at any time after the expiration of the _____ or the _____ years of the Term the Landlord shall require the Demised Premises for the purpose of reconstruction or redevelopment in whole or part and whether or not in conjunction with other properties then the Landlord shall be entitled to give to the Tenant not less than

months Notice to Quit which said Notice may be given at any time in which case upon the expiry of the said Notice the Term shall cease and determine forthwith but without prejudice to the rights and obligations of either party hereto in respect of any antecedent breach of covenant

17. RENEWAL

EXCLUSION OF PART II OF THE LANDLORD AND TENANT ACT 1954

Pursuant to a Notice served on the Tenant by the Landlord (Receipt of which Notice the Tenant hereby acknowledges) and a Declaration or Statutory Declaration dated the

day of 201 made by or on behalf of

the Tenant pursuant to Schedule 2 of the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 the Landlord and Tenant hereby agree under the provisions of Section 38A(3)(b) of the Landlord and Tenant Act 1954 (as amended) that the provisions of Sections 24 to 28 (inclusive) of the Landlord and Tenant Act 1954 are excluded in relation to the tenancy created by this Lease

18. EARLY DETERMINATION

It is hereby mutually agreed:-

Landlord=s Determination

(a) That if any of the events or circumstances listed in the following sub-clauses (a)(i) and (ii) shall happen or arise then (in addition to any other remedy to which he may be entitled under this Lease) the Landlord shall be entitled to give to the Tenant not less than three months= Notice to Quit in which case upon the expiry of such Notice to Quit the Term shall cease and determine but without prejudice to the rights and obligations of either party hereto in respect of any antecedent breach of covenant or condition

(i) If the Tenant shall deviate from or fail to observe or implement the provisions of the Tenant=s Articles of Association or any Mission Statement in each case as in existence at the date hereof

(ii) If the Tenant shall make any change or alteration or amendment whatever to the Tenant=s Articles of Association or any Mission Statement

(iii) If there shall be financial or administrative mismanagement of the Community Centre or the user thereof or the hiring out of part or part thereof community support

Tenant's Determination

(b) If the Tenant shall desire to determine the Term at any time and shall give to the Landlord not less than three months' notice in writing of such desire and shall up to the time of the expiry of such notice pay the rent and observe the covenants and conditions of this Lease then on the expiration of such notice the Term shall absolutely cease and determine but without prejudice to any antecedent right of action or remedy of either party against the other

19. CERTIFICATE

The parties hereby certify that there is no agreement for Lease to which this Lease give effect

I N W I T N E S S whereof the Landlord {and the Tenant} has/ have caused its/their respective Common Seals to be hereunto affixed {and the Tenant has hereunto set his hand} the day and year first before written

THE COMMON SEAL of the MAYOR)
AND BURGESSES OF THE LONDON)
BOROUGH OF HARINGEY was)
affixed by Order)

Authorised Officer

EXECUTED as a DEED by the Tenant)
acting by it's duly authorised:)

Director

Director/Secretary

SAMPLE

DATED _____

201

**THE MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF HARINGEY**

- to -

LEASE

- of -

Premises known as

in the London Borough of Haringey

Bernie Ryan
Assistant Director of Corporate Governance
London Borough of Haringey
Alexandra House
10 Station Road
Wood Green
London N22 7TR

Conveyancers Ref:
W.P. Ref:
W.P. MASTER: LEASE General