

Appendix 5

DATED _____ 2013

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARINGEY

- and -

FINSBURY PARK SPORTS PARTNERSHIP LIMITED

LEASE

of

land and buildings known as Finsbury
Park Running Track and Gym Finsbury
Park High Street London N22 in the
London Borough of Haringey

Haringey Legal Services
10 Station Road
Wood Green
London N22 7TR

**HM Land Registry
Prescribed clauses**

LR1	Date of Lease	
LR2	Title number(s)	
LR2.1	Landlord's title number(s)	
	AGL202176	
LR2.2	Other title numbers	
	None	
LR3	Parties to this lease	
	Landlord:	The Mayor and Burgesses of the London Borough of Haringey of Civic Centre High Road Wood Green London N22 8LE
	Tenant:	Finsbury Park Sports Partnership Limited (Company number 08085652) whose registered office is situate at c/o The Access to Sports Project at Sobell Leisure Centre, Hornsey Road, London N7 7NY
	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.	
	The Demised Premises as defined in clause 1.09	
LR5	Prescribed statements etc.	

LR5.1	None
LR5.2	This lease is made under, or by reference to, provisions of: Not applicable
LR6	Term for which the Property is leased The Length of Term as specified at clause 1.09
LR7	Premium Nil
LR8	Prohibitions or restrictions on disposing of this lease This lease contains a provision that prohibits or restricts dispositions.
LR9	Rights of acquisition etc. None
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 Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements.

LR11.1	Easements granted by this lease for the benefit of the Property See Schedule 2
LR11.2	Easements granted or reserved by this lease over the Property for the benefit of other property See Schedule 1
LR12	Estate rentcharge burdening the Property Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the rentcharge. None
LR13	Application for standard form of restriction Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction use this clause to apply for each of them, tell us who is applying against which title and set out the full text of the restriction you are applying for. Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003. None
LR14	Declaration of trust where there is more than one person comprising the Tenant Not applicable

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THIS LEASE is made on the day of 2013

BETWEEN

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARINGEY** of Civic Centre High Road Wood Green London N22 8LE (hereinafter called the “**Lessor**”) of the one part; and
- (2) **FINSBURY PARK SPORTS PARTNERSHIP LIMITED** (Company No. 08085652) whose registered office is situate at c/o The Access to Sports Project at Sobell Leisure Centre, Hornsey Road, London N7 7NY a body corporate under Part 12 of the Charities Act 2011 (hereinafter called the “**Lessee**”) of the other part .

NOW THIS DEED WITNESSES as follows:

1. DEFINITIONS

In these presents unless there be something in the subject or context inconsistent therewith:

- 1.1 words importing one gender shall include any other gender and words importing persons shall include companies and corporations and vice versa;
- 1.2 words importing the singular number only shall include the plural and vice versa and where there are two or more persons included in the expression the “**Lessee**” then covenants herein expressed to be made by the Lessee shall be covenants by such persons jointly and severally;
- 1.3 the headings appearing in this Lease are for convenience of reference only and shall not form part of nor affect the construction of this Lease;
- 1.4 any reference to a clause or schedule shall mean a clause of or schedule to this Lease;
- 1.5 where any obligation is imposed on the Lessor or the Lessee by this Lease not to do or cause anything to be done the obligation shall be deemed to include an obligation not to permit or suffer the same to be done;
- 1.6 any references to a specific statute or to statutes or acts of parliament generally include any statutory extension or modification amendment or re-enactment of such statute or statutes or acts and any regulations instruments or orders made under such statute or statutes or acts and any general reference to “statute” or “statutes” includes EC directives decisions and regulations;
- 1.7 a consent or approval to be given by the Lessor is not effective for the purposes of this Lease unless it is in writing and signed by or on behalf of the Lessor;

1.8 words and definitions used in the Agreement for Lease shall have the same meaning in this Lease;

1.9 the following expressions shall have the meanings attributed to them hereunder:

“Adjoining Property”	means all the neighbouring or adjoining land belonging to the Lessor;
“Accessway”	means the accessway shown coloured yellow on the Plan;
“Agreement for Lease”	means the Agreement for Lease dated [] and made between (1) the Lessor and (2) the Lessee;
“Boundary Features”	Has the meaning given in the Agreement for Lease;
“Conduits”	means any pipe, drain, culvert, sewer, flue, duct, gutter, wire, cable, optic fibre, conduit, channel and other medium for the passage or transmission of water, soil, gas, air, smoke, electricity, light, information or other matter and all ancillary equipment or structures;
“Demised Premises”	means ALL THAT land and premises known as Finsbury Running Track and Gym Finsbury Park High Street London N22 in the London Borough of Haringey shown edged in red on the Plan and being part of the land registered under the Registered Title and each and every part thereof (including for the avoidance of doubt the sub-strata and soil under the surface of the land and buildings) together with the appurtenances thereto and all additions alterations and improvements thereto (including all Landlord's Fixtures and Fittings) but not tenant's fixtures and fittings;
“Electricity Water and Gas Payment”	<p>means a payment in respect of:</p> <ol style="list-style-type: none">(1) electricity calculated as 15% of the total annual amount invoiced for the supply of electricity to the Staff Yard meter of the Park; and(2) water calculated as 5% of the total annual amount invoiced for the water and sewerage charges to the Park; and(3) the actual total annual amount of gas consumed as per the sub meter Point reference: 49540608; active meter: M025K0103812D6

“Environment”	means any and all living organisms (including, without limitation, man) ecosystems, property and the media of air (including, without limitation, air in buildings) natural or man-made structures, below or above ground water (as defined in section 104(1) of the Water Resources Act 1991 and within drains and sewers), buildings and land;
“Environmental Law”	means all and any laws or legislation made by a competent authority and rules regulations ordinances orders notices directives circulars and codes issued pursuant to the same in every case to the extent that they are legally binding and in force and which relate to the protection of or compensation for harm or damage to the environment and/or human health and safety;
“Essential Repairs”	means carrying out works of repair which are necessary to permit the Tenant to use the Demised Premises for the Permitted User or to remedy any material restriction or interference with such use;
“Expert”	means an expert appointed in accordance with clause 6 (Dispute Resolution);
“Funder”	means a non for profit grant provider who has provided funding to the Lessee in respect of the Permitted Works and /or other works relating to a sporting activity carried out at the Demised Premises;
“Hard Standing”	has the meaning given in the Agreement for Lease;
“Insurance”	means an insurance policy for the Demised Premises in respect of the Insured Risks maintained with a reputable insurer. Such insurance policy will be in respect of the full reinstatement cost thereof as determined by the Lessor acting reasonably;
“Insured Risks”	means risks of loss or damage by fire and such other perils against which the Lessor decides to insure against from time to time and Insured Risk means any one of the Insured Risks;
“Interest	means Interest at the Interest Rate (both before and after any judgement) calculated on a daily basis from the date on which interest becomes chargeable on any payment pursuant to any provision of the Lease to the date upon which such payment is made such interest to be compounded with rents at the usual quarter days;
“Interest Rate”	means a rate of interest of four per cent. Per annum above the base rate from time to time of National Westminster Bank PLC or such other clearing bank of the Lessor from time to time with a

comparable rate or (in the event that base rates are no longer published and used) such other comparable rate of interest as (in default of agreement) may be certified by a member for the time being of the Institute of Chartered Accountants in England and Wales (or if the said institute shall cease to exist such comparable body of professional accountants as the Lessor may nominate) appointed by the Lessor to determine the same;

“Interior of the Pavilion”

has the meaning given in the Agreement for Lease;

“Landlord's Fixtures & Fittings”

means all such items listed in the List of Fixtures and Fittings attached to this Lease as appendix B and all other fixtures and fittings at the Demised Premises whenever fixed except tenant's fixtures;

“this Lease”

means this Lease and any documents which are made supplemental to this Lease;

“Length of Term”

means twenty five (25) years from the date of this Lease;

“Lessor”

includes the persons for the time being entitled to the reversion immediately expectant on the determination of the term hereby granted;

“Lessor's Items”

has the meaning given in the Agreement for Lease;

“Lessor's Surveyor”

means the estates manager or surveyor (or one of the surveyors) for the time being from time to time of the Lessor being a member of the Royal Institution of Chartered Surveyors or some other recognised professional body regulating the activities of Surveyors;

“Loss of Rent”	means the loss of all Rent for such period (being not more than three years) as the Lessor may from time to time reasonably consider sufficient to complete reinstatement of the Demised Premises following a total loss and for such sum as takes into account any likely rent review during that period;
“Park”	means Finsbury Park, Seven Sisters Road, London N4
“Parks Byelaw”	means the Greater London Council Parks, Gardens and Open Spaces Byelaw made on 1 November 1932 a copy of which is annexed hereto as Appendix E
“Particulars”	means the details and descriptions preceding page 1 headed “Particulars” which shall comprise part of this Lease;
“Pavilion”	means the part of the Demised Premises known as the Pavilion and shown coloured blue on the Plan
“Permitted User”	means the use as a track, gym and playing field and such other leisure and community uses as the Landlord may approve (approval not to be unreasonably withheld or delayed);
“Permitted Works”	means the works to be carried out at the Demised Premises and forming part of the Approved Scheme (as defined in the Agreement for Lease) and as set out in the Schedule of Works;
“Permitted Works Completion Date”	means the [<i>to be agreed pursuant to clause 4.5 to the Agreement for Lease</i>] subject to the provisions of the Schedule 5;
“Plan”	means the plan annexed hereto as Appendix [A];
“Planning Acts”	means (subject also to clause 1.6) the Local Government Planning and Land Act 1980 the Town & Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 the Planning (Consequential Provisions) Act 1990 and the Planning & Compensation Act 1991 (as amended by the Planning and Compulsory Purchase Act 2004) and every statute for the time being in force relating to the use development and occupation of land and buildings;
“Plant”	has the meaning given in the Agreement for Lease
“Rating List	means an application to the Valuation Office Agency for a variation

Application”		to the rating list for the Premises to be identified as a separate hereditament for the purposes of uniform business rates;
“Registered Title”		means Title Number AGL202176;
“Repair Obligation Transfer Date”		means the date on which the Lessee assumes the obligation to repair and maintain the structure of the Pavilion being the five year anniversary of the commencement of the Term.
“Rent”		Means from the date hereof until the Rent Commencement Date, the annual rent of £1 if demanded and thereafter such sum as may be agreed or determined pursuant to the provisions for rent review at Schedule 6
“Rent Commencement Date”		means the five year anniversary of the date of this Lease;
“Rent Period”	Free	means a period of five years from the date of this Lease;
“Schedule Condition”	of	means the Schedule of Condition signed by the parties and annexed to this Lease as Appendix [C];
“Schedule Works”	of	means the Schedule of Works annexed to this lease as Appendix D;
“Service Media”		means ducts flues gutters pipes drains sewers cables conduits wires meters traps valves and other media plant equipment or apparatus for conducting controlling or measuring water soil gas electricity telephone telex and other electrical impulses air smoke and fumes and other things of a like nature;
“Special Provisions”		means the special provisions set out in Part 2 of Schedule 4;
“Tennis Lease”	Court	means the Lease for the Tennis Courts of even date and made between (1) the Lessor and (2) the Lessee;
“Term”		means the term of years hereby granted;
“Termination Date”		means the date of expiration or sooner determination of the Term;
“Termination Event”		means as defined in clause 5.1.3.1;
“Uninsured Risk”		means any risk or peril other than an Insured Risk.

2. DEMISE

2.1 In consideration of the rent and the covenants on the part of the Lessee hereinafter reserved and contained the Lessor HEREBY DEMISES unto the Lessee the Demised Premises with full title guarantee TOGETHER WITH the easements and rights specified in Schedule 2 EXCEPT AND RESERVED the rights and easements set out in Schedule 1 TO HOLD the same unto the Lessee for a term from and including the date of this Lease for the Length of Term (determinable as hereinafter provided) SUBJECT to all rights easements quasi-easements privileges restrictions covenants and stipulations of whatever nature affecting the Demised Premises including the matters referred to in Schedule 3 hereto YIELDING AND PAYING therefore (subject always to Clause 5.8):

2.1.1 to the Lessor on expiry of the Rent Free Period the Rent without any deduction by equal quarterly payments in advance on the usual quarter days in every year and proportionately for any period of less than a year the first payment being made on the Rent Commencement Date ; and

2.1.2 the payments of Interest referred to in Clause 3.18.

3. LESSEE'S COVENANTS

The Lessee HEREBY COVENANTS with the Lessor as follows:

3.1 Pay Rents

To pay the Rents hereinbefore reserved on the days and in the manner set out or referred to in this Lease and proportionately for any part of a year and not to exercise or seek to exercise any right or claim to withhold rent or any right or claim to legal or equitable set-off except as required by law.

3.2 Outgoings

3.2.1 To pay bear and discharge all existing and future rates taxes duties charges assessments impositions and outgoings whatsoever (whether parliamentary or parochial or otherwise and whether or not of a capital or non-recurring nature) which now are or may at any time hereafter during the Term be charged levied assessed or imposed upon the Demised Premises or upon the owner or occupier in respect thereof (other than taxes upon the income or gains or deemed income or gains of the Lessor arising from or in connection with the reversion immediately expectant upon the expiration of the Term) and to pay bear and discharge the proportion properly attributable to the Demised Premises of any rates taxes duties charges or assessments as may be charged levied or assessed upon any premises of which the Demised Premises form part (such proportion to be determined by the Lessor's Surveyor whose decision shall be conclusive save in the case of manifest error).

3.2.2

- (a) the Lessee shall when applicable make the Rating List Application as soon as reasonably practicable;
- (b) until such time as the Rating List Application has been completed, the Lessee shall pay to the Lessor within 10 Working Days of demand a fair and reasonable proportion of the uniform business rates charged upon any premises owned by the Lessor of which the Premises form part;
- (c) once the Rating List Application has been completed, the Lessee shall pay and bear the uniform business rates attributable to the Demised Premises;
- (d) within 2 years from the date of the Agreement the Lessee shall apply to the suppliers of electricity and water utilities for separate sub meters relating to those services to be installed at the Demised Premises;
- (e) until such time as separate sub-meters are installed pursuant to clause 3.2.2(d) above, the Lessee will pay the Electricity Water and Gas Payment to the Lessor within 10 Working Days of written demand; and
- (f) once separate sub-meters have been installed pursuant to paragraph 3.2.2(d), the Lessee will pay to the Lessor or the relevant supplier the proper cost of the electricity and water provided to the Demised Premises.

3.3 Repair

3.3.1 From the date of this Lease until the Repair Obligation Transfer Date the Lessee must keep the Interior of the Pavilion in good and substantial repair and condition PROVIDED THAT:

- (A) this obligation shall not include the Lessor's Items
- (B) the Lessee shall not be required to put the Interior of the Pavilion into any better state of repair and condition than is evidenced by the Schedule of Condition

3.3.2 From the Repair Obligation Transfer Date until the expiry of the Term the Lessee shall keep the whole of the Pavilion in good safe and substantial repair and condition PROVIDED THAT the Lessee shall not be required to put the Pavilion into any better state of repair and condition than is evidenced by the Schedule of Condition unless the whole of the Pavilion is rebuilt;

- 3.3.3 From the Repair Obligation Transfer Date until the end of the Term the Lessee shall repair cleanse and maintain keep repaired cleansed and maintained all Boundary Features and Hard Standing;
- 3.3.4 The Lessee shall keep all landscaped areas properly cultivated but shall not be responsible for maintenance of any trees forming part of the Demised Premises which shall remain the responsibility of the Lessor or for any damage caused by them.
- 3.3.5 The Lessee shall redecorate (including all appropriate preparatory work) the outside and the inside of all buildings on the Demised Premises in a good and proper manner with appropriate materials of good quality in every fifth year of the term and in the last six months of the term to maintain a high standard of decorative finish and attractiveness.
- 3.3.6 All decoration (outside or inside) carried out in the last year of the term shall also be carried out to the reasonable satisfaction of the Lessor using materials, designs and colours approved by the Lessor in the event of any material change (not to be unreasonably withheld or delayed) provided always nothing herein contained shall require the Lessee to carry out the same decoration more than once in any period of 12 months).
- 3.3.7 Damage by an Insured Risk or an Uninsured Risk shall be excluded from the scope of the Lessee's obligations under this clause 3.3 save in the case of damage by an Insured Risk to the extent the Insurance has been vitiated by the act or default of the Lessee or its tenants or damage by an Uninsured Risk caused by an act or default of the Lessee or its tenants.

3.4 Notice to do works

- 3.4.1 If the Lessor serves notice upon the Lessee:

- (A) specifying any material breach of covenant by the Lessee relating to repair and maintenance; and
- (B) specifying any material work carried out in breach of the provisions of this Lease

then (except in the case of a bona fide dispute as between the parties) the Lessee must subject to obtaining all requisite consents promptly commence and thereafter diligently pursue a programme to make safe and repair clean and decorate the Demised Premises and to carry out any other work as reasonably required by such a notice in each case in accordance with the Lessee's obligations in this Lease

- 3.4.2 To allow the Lessor and all persons properly authorised by the Lessor to enter the Demised Premises to carry out the work that is needed to comply with the Works Notice if the Lessee fails to commence to carry out the works prescribed in the Works Notice within a reasonable time

scale being not less than 60 Working Days after the service of the Works Notice.

3.5 Alterations

- 3.5.1 Save as set out in Clause 3.25 (Permitted Works) or as properly required by the Lessee so as to be able to properly carry out the Permitted Use not to make any structural alteration or addition to the Demised Premises nor make any opening in any boundary structure of the Demised Premises without the consent of the Lessor (not to be unreasonably withheld or delayed).
- 3.5.2 The Lessor acknowledges that notwithstanding that the following activities may be considered to affect the main structure of the Demised Premises consent will not be required to the drilling and/or cutting of holes and/or ducts through the walls to allow Service Media to be passed through such walls to make connections, for fixing partition walls and/or internal doors and/or internal window frames to the internal structural walls of the Demised Premises and the underside of the floor slab above any suspended ceiling and making connections to and/or changing the position of the air conditioning units and air handling system within the Demised Premises and the associated vents and Service Media subject in all cases to the Lessee first providing to the Lessor a specification of the works to be undertaken and the relevant activity not having an adverse affect on the structure, water tightness or fire protection of the Demised Premises.

3.6 Prohibitions relating to user and keep open

- 3.6.1 Not to use the Demised Premises for any purpose other than the Permitted Use
- 3.6.2 Not to discharge or permit or suffer to be discharged into any pipe or drain serving the Demised Premises or any other property any deleterious or hazardous matter or any substance which might be or become a source of danger or injury to the drainage system of the Demised Premises or any such other property or any part thereof in breach of any requirement of any relevant laws licences or permits which are or should be held in relation to any discharge whether or not held or required to be held by the Lessee.
- 3.6.3 Except with the consent of the Lessor (not to be unreasonably withheld or delayed) or due to circumstances outside of the reasonable control of the Lessor or during any period of carrying out material works or maintenance to the Demised Premises or a material part to keep the Demised Premises open to the public during the hours set out in Part 1 of Schedule 4.

3.7 New buildings or additions

Save in connection with the Permitted Works, no additional or new building shall be erected upon the Demised Premises or any part thereof without the prior consent in writing of the Lessor which consent shall not be unreasonably withheld or delayed.

3.8 Not to avoid Insurances

3.8.1 That nothing shall be done or omitted whereby any policy or policies of insurance for the time being in force in respect of or including or covering the Demised Premises against any risk may become void or voidable.

3.8.2 Forthwith upon the happening of any event or thing against which insurance has been effected by the Lessee under the provisions hereinafter contained to give notice thereof to the Lessor.

3.9 Indemnity in relation to Statutory Requirements

3.9.1 To comply with every statute and any statutory notice or order from a government department or local public regulatory or other authority or court applicable to the Demised Premises or the user thereof provided that the Lessor shall not take any enforcement action in respect of any breach of this clause for so long as the Lessee is complying with the requirements of the relevant authority responsible for enforcing such a breach

3.9.2 Within 21 days of the receipt of the same to give full particulars to the Lessor of any direction permission notice order or proposal relevant to the Demised Premises or to the use thereof made given or issued to the Lessee or an occupier of the Demised Premises by any government department local or public authority or other competent authority

3.10 Alienation

3.10.1 “**Assignment**” means the execution of a transfer whether or not that transfer is subsequently registered at the Land Registry and “**Assign**” shall be construed accordingly.

3.10.2 Not to Assign or charge any part or parts (as distinct from the whole) of the Demised Premises.

3.10.3 Not to charge or assign the whole of the Demised Premises without the prior consent of the Lessor (which shall not be unreasonably withheld or delayed) PROVIDED THAT no consent shall be required in connection with a charge required by a Funder or Funders as security for the Fund

- 3.10.4 Subject to Clause 3.11.3 below not to Assign the whole of the Demised Premises without first obtaining from the assignee thereof a direct covenant by deed and in form reasonably required by the Lessor in favour of the Lessor whereby the proposed Assignee undertakes to perform and observe the covenants on the part of the LesseeLessee and the conditions contained in this Lease until the lease is assigned by the Assignee or if such Assignment is an excluded assignment within the meaning of section 11(1) of the Landlord and Tenant (Covenants) Act 1995 until the next subsequent Assignment which is not an excluded assignment.
- 3.10.5 Not to assign the whole of the Demised Premises without also assigning at the same time the Tennis Court Lease to the same assignee.
- 3.10.6 The Lessee shall apply for registration at the Land Registry within two months of the date on which it took place of any Assignment of this Lease.

3.11 Underlettings

3.11.7

The Lessee shall not underlet a part or the whole of the Demised Premises:

- (a) unless the proposed undertenant has first covenanted by deed with the Lessor in such form as the Lessor may reasonably require that with effect from the date of the underlease and during the term thereof the undertenant will observe and perform all the provisions of the underlease to be observed and performed by the undertenant; nor
- (b) (where the proposed undertenant is a corporate body and the Lessor reasonably so requires) without first procuring a covenant by deed with the Lessor from two individuals who are or a company which is acceptable to the Lessor as surety for the undertenant; nor except by way of a “permitted underlease”;
- (c) without the prior written consent of the Lessor (which will not be unreasonably withheld).

3.11.7.2 A “permitted underlease” is an underlease which:

- (a) is granted without any fine or premium;
- (b) reserves a rent not less than the greater of the best rent which the Lessee ought reasonably to obtain in the open market upon the grant of such underlease;

- (c) incorporates provisions requiring the undertenant to obtain the Lessor's consent (which shall not be unreasonably withheld) to any proposed assignment of the premises comprised in the underlease and requiring the proposed assignee to covenant by deed with the Lessor in such form as the Lessor may reasonably require that with effect from the date of the assignment of the premises comprised in the underlease and until such premises are further lawfully assigned the proposed assignee will observe and perform all the provisions of the underlease to be observed and performed by the undertenant; and
- (d) is at open market rent; and
- (d) is excluded from the operation of sections 24-28 of the Landlord and Tenant Act 1954.

3.11.7.3 The Lessee may share occupation of the Demised Premises provided that no tenancy is created.

PROVIDED THAT nothing in this Clause 3.11.7 shall allow the Lessee to use or hire or underlet or share occupation of the Premises for religious services or related events.

3.12 Notification

3.11.8 The Lessee shall upon request from time to time provide within one month all information which the Lessor may request under section 40(1)(a) and (b) of the Landlord and Tenant Act 1954.

3.11.9 The Lessee shall within 28 days of any assignment, charge or underlease of or of any other devolution of the Lease or of any interest deriving from the Lease give notice thereof to the Lessor's solicitor, produce for registration the original or a certified copy of the document effecting or evidencing such devolution and pay such reasonable registration fee as the Lessor's solicitor may require being not less than £30 (plus VAT).

3.11.10 The Lessee shall within 5 days of any sharing pursuant to Clause 3.11.7.3 give notice of the same to the Lessor.

3.13 Pay Lessor's Costs

To pay to the Lessor all reasonable and proper costs charges and expenses (including solicitors' counsels' and surveyors' and technical consultants' and other professional costs and fees) incurred by the Lessor:

- 3.13.1 in the enforcement of the Lessee's covenants of this Lease;
- 3.13.2 in or in proper contemplation of any proceedings relating to the Demised Premises under section 146 or 147 of the Law of Property Act 1925 or the preparation and service of notice thereunder (whether or not any right of re-entry or forfeiture has been waived by the Lessor a notice served under the said section 146 is complied with by the Lessee or the Lessee has been relieved under the provisions of the said Act and notwithstanding forfeiture is avoided otherwise than by relief granted by the Court) and to keep the Lessor fully and effectively indemnified against all such costs expenses claims and demands whatsoever in respect of the said proceedings;
- 3.13.3 in respect of any application for consent required by this Lease (save where consent is unreasonably withheld contrary to the relevant provision of this Lease but otherwise whether or not such consent is granted) PROVIDED THAT the Lessee shall not be required to pay any costs associated with the Permitted Works; and
- 3.13.4 serving any notice in connection with this Lease under section 17 of the Landlord and Tenant (Covenants) Act 1995

3.14 Planning

- 3.14.1 At all times during the Term to comply in all respects with the provisions and requirements of the Planning Acts and all licences consents permissions and conditions (if any) already or hereafter to be granted or imposed thereunder or under any enactment repealed thereby so far as the same respectively relate to or affect the Demised Premises or any part thereof or any operations works acts or things hereafter to be carried out executed done or omitted thereon by the Lessee or the use thereof for any purpose by the Lessee:
 - 3.13.1.1 during the Term so often as occasion shall require at the expense in all respects of the Lessee to obtain from the local authority the local planning authority and/or the Secretary of State (as defined in the Planning Acts) (or other appropriate Minister) all such licences consents and permissions (if any) as may be required for the carrying out by the Lessee or anyone deriving title under the Lessee (in this clause 3.12 referred to as "a sub-tenant") of any operations on the Demised Premises or the institution or continuance by the Lessee or a sub-tenant thereon of any use thereof which may constitute development within the meaning of the Planning Acts;
 - 3.13.1.2 to pay and satisfy any charge that may hereafter be imposed under the Planning Acts in respect of the carrying out or maintenance by the Lessee or a sub-tenant of any

such operation or the institution or continuance by the Lessee or a sub-tenant of any such use as aforesaid;

- 3.13.1.3 if and when called upon so to do to produce to the Lessor and its surveyors and as it may direct all such plans documents and other evidence as the Lessor may reasonably require to satisfy itself that the provisions of this covenant have been complied with in all material respects.

3.15 Environmental Liability

- 3.15.1 To inform the Lessor (in its capacity as owner of the interest reversionary to this Lease and not further or otherwise) immediately in writing upon becoming aware of the existence of any contaminant or pollutant or hazardous substance in on or under or escaping or emitting or leaching from or any defect in the Demised Premises which is likely to or might give rise to a duty or liability imposed by common law or statute on the Lessor.

3.16 Lessor's Title

At all times by way of indemnity only to observe and perform the covenants and stipulations contained in or referred to in the Registered Title (save for financial charges) as at the date of the Agreement for Lease and any contained in or referred to in the Registered Title as a result of any obligations under the Agreement for Lease and/or this Lease, insofar as the same are still subsisting and capable of being enforced and relate to the Demised Premises.

3.17 Indemnity

To indemnify and keep the Lessor (in its capacity as owner of the interest reversionary to this Lease and not further or otherwise) fully and effectively indemnified from and against all liabilities costs claims proceedings losses and expenses (whether in respect of physical or financial loss or any injury to or the death of any person or damage to any property moveable or immoveable or the infringement disturbance or destruction of any right or easement or otherwise) arising directly out of or in respect of:

- 3.17.1 The exercise of any rights use or occupation of the Demised Premises by the Lessee in breach of the covenants contained in this lease; or
- 3.17.2 the execution of any works upon the Demised Premises by the Lessee; or
- 3.17.3 any act or default of the Lessee or its agents or employees or any one for whom the Lessee is responsible including any breach of the terms of this Lease; or

save only insofar as the same may be the direct responsibility of the Lessor under the express terms of this Lease or to the extent that the same may be insured against by the Lessor under the terms of this Lease or is due to the act neglect or default of the Lessor.

3.18 Lessor's Release under the Landlord & Tenant (Covenants) Act 1995

Not to object unreasonably to the Lessor being released from its obligations under this Lease as requested in any notice served on the Lessee under Section 8 of the Landlord and Tenant (Covenants) Act 1995.

3.19 Interest

If the Lessee shall fail to pay the rents hereby reserved or any other sum due hereunder within fourteen days of the date upon which the payment was due (in the case of rents whether formally demanded or not) to pay Interest at the Interest Rate on such rents or other sums from the day upon which payment was due until the date of actual payment and such Interest Rate shall be recoverable as rent in arrear.

3.20 Yielding Up

3.20.1 At the Termination Date to yield up to the Lessor the Demised Premises in such state of repair and condition and cleanliness as shall be in accordance with the covenants on the part of the Lessee herein contained.

3.20.2 At the Termination Date the Lessee shall remove from the Demised Premises all items belonging to or used by it but excluding Landlord's Fixtures & Fittings and the Equipment.

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

3.21 Defective Premises Act

As soon as reasonably practicable after becoming aware of the same to give notice in writing to the Lessor of any defect in the state of the Demised Premises which gives rise to an obligation on the Lessor pursuant to the Defective Premises Act 1972 and at all times to display and maintain all necessary statutory notices.

3.22 Lessor's Access

To permit where reasonably necessary the Lessor and all persons reasonably and properly authorised by the Lessor at reasonable times and on reasonable notice (except in emergency) to enter the Demised Premises:

3.22.1 to view the condition of the Demised Premises to establish if the provisions of this Lease have been observed; and

3.22.2 to exercise any right granted or reserved to the Lessor by this Lease.

3.23 Management

To comply with the Special Provisions.

3.24 Security of the Demised Premises

To ensure that the Demised Premises are kept locked and fully secure at all times when the Demised Premises is closed to the public to prevent unauthorised access or entry to the Demised Premises and at the Lessee's expense to provide the Lessor with a full set of keys to the Demised Premises.

3.25 Byelaws

To comply with the Parks Byelaw.

3.26 Permitted Works

To commence and carry out and complete in a good and workmanlike manner with good quality materials and in accordance with Schedule 5 the Permitted Works.

4. LESSOR'S COVENANTS

4.1 Quiet Enjoyment

The Lessor HEREBY COVENANTS with the Lessee that the Lessee paying the rents hereinbefore reserved on the days and in the manner herein appointed for payment thereof and observing and performing the covenants and conditions hereinbefore contained on the Lessee's part to be observed and performed shall and may peaceably and quietly hold and enjoy the Demised Premises without any lawful interruption by the Lessor or any person rightfully claiming through under or in trust for it or by title paramount.

4.2 Lessor's Items

4.2.1 Until the Repair Obligation Transfer Date the Lessor shall keep the Lessor's Items in good and substantial repair and condition PROVIDED THAT the Lessor shall not be required to put the Lessor's Items into any better state of repair and condition than they are in at the date of this Lease as evidenced by the Schedule of Condition and the Lessor's obligations under this clause shall be limited to Essential Repairs only.

4.2.2 The lessor shall keep all trees within the Demised Premises in good and safe repair and condition throughout the Term

4.3 Further Funding

4.3.1 If the Lessee pursues a further programme of alterations or improvements which (in the reasonable opinion of the Lessee) are intended to improve the Demised Premises as a sports, leisure and social facility including making applications for further funding, the Lessor shall use reasonable endeavours to support such programme and shall not unreasonably withhold or delay its consent or approval of any application connected with it.

4.3.2 If . it is a condition to the provision of grant funding for the redevelopment of the Demised Premises and it is necessary in order to secure such grant funding, the Lessor shall at the reasonable request of both the relevant grant provider and the Lessee and on terms acceptable to the Lessor enter into a direct covenant with the relevant grant provider to preserve the use of the Demised Premises for the duration of the Term.

5. INSURANCE

5.1 Lessor's Insurance Covenant

The Lessor covenants with the Lessee that it will:

5.1.1 effect and maintain Insurance (but only so far as it is not vitiated by any act, neglect or default of the Lessee anyone claiming title through the Lessee or anyone at the Demised Premises with the express or implied authority of either of them);

5.1.2 in the event the Demised Premises are damaged or destroyed by an Insured Risk, or rendered incapable of reasonable access the Landlord shall make a claim against the policy and apply all monies received from the insurer in making good such loss or damage carrying out any necessary works of reinstatement as soon as reasonably practicable and will to the extent that such monies are insufficient as a result of the Lessor's act, neglect or default make up such insufficiency out of its own resources;

5.1.3 the Lessor will upon reasonable request from time to time produce to the Lessee a copy or full details of the policies of Insurance and evidence that they are in force;

5.1.4 the Lessor will notify the Lessee of any material change in the provisions of any policy of Insurance from time to time and will procure that the Lessee's interest is noted against the policy of insurance.

- 5.1.5 if the Demised Premises are destroyed or so damaged by an Insured Risk or an Uninsured Risk so that the Demised Premises are substantially unfit for occupation and use and during the period of Loss of Rent insurance (or a period of three years if there is no Loss of Rent Insurance) incapable of reinstatement, either the Lessor or the Lessee may by not less than three month's notice in writing to the other given at any time after such destruction or damage determine the Term and upon the expiry of such notice the Term shall determine but without prejudice to any right or remedy of either party against the other in respect of any breach of the covenants contained in the Lease and the Lessor shall be entitled to retain the insurance money.

5.2 Abatement of Rent

- 5.2.1 If the Demised Premises are destroyed or so damaged by an Insured Risk or an Uninsured Risk that the Demised Premises are wholly or partially unfit for occupation and use or rendered incapable of reasonable access and Insurance has not been vitiated or any payment refused by reason of some act, neglect or default of the Lessee, someone deriving title through the Lessee, or some person with the express or implied authority of either of them then the Rent or a fair proportion thereof according to the nature and extent of the damage sustained shall cease to be payable until the earlier of the following:
- (a) the date that the Demised Premises are again fit for occupation and use and capable of reasonable access; or
 - (b) the end of the period in respect of which the Lessor holds Loss of Rent insurance.
- 5.2.2 A dispute as to the amount or duration of such cesser of Rent or the right of either party to terminate this Lease following damage or destruction by an Insured Risk shall be referred to arbitration under the Arbitration Act 1996, the arbitrator to be appointed (failing agreeing between the parties) by the President of the Royal Institution of Chartered Surveyors upon the application of either Lessor or Lessee.

5.3 Lessee's Insurance Covenants

The Lessee covenants with the Lessor that it will:

- 5.3.1 pay to the Lessor upon demand the whole of all premiums and other expenses incurred by the Lessor in effecting and maintaining insurance against Loss of Rent and applicable VAT and a fair proportion (to be determined by the Lessor) of all premiums and other expenses (including valuation fees) incurred by the Lessor in effecting and maintaining insurance of the Demised Premises against the Insured Risks;
- 5.3.2 comply with the insurer's requirements in relation to the Demised Premises and not to do or omit to do anything which may make any policy of insurance void or voidable in whole or in part or increase the premium for any policy but if as a

result of a breach of this covenant a premium is increased then the Lessee will forthwith upon demand pay to the Lessor the whole of such increase;

5.3.3 provide and maintain such fire fighting equipment on the Demised Premises as the insurer or an Authority may require;

5.3.4 forthwith upon demand pay to the Lessor an amount equal to all monies which the Lessor is unable to recover under a policy of insurance by reason of an act, default or omission of the Lessee and a fair proportion of all such monies which are irrecoverable by reason of:

5.3.4.1 a condition of the policy that is common within the UK insurance market for policies of a similar type; or

5.3.4.2 the imposition by the insurer or the reasonable acceptance by the Lessor of an obligation to bear part of an insured loss (commonly called an excess);

5.3.5 not effect any insurance equivalent to the Insurance, but if in breach of this covenant it does so, it shall pay to the Lessor all monies received under such insurance.

6. PROVISOS

PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED as follows:

6.1 Remedy Notice

6.1.1. In the event that the Lessee is in material breach of any of its covenants or obligations under this Lease relating to the physical condition of the Demised Premises ("**Breach**") the Lessor shall be entitled to serve a notice in writing on the Lessee (a "**Remedy Notice**") specifying:

6.1.1.1 the type and nature of the Breach giving reasonable details;

6.1.1.2 that the Lessee:

(a) puts forward a rectification programme reasonably acceptable to the Lessor within ten (10) Working Days of receipt of the Remedy Notice; or

(b) commences work to rectify the Breach within fifteen (15) Working Days of receipt of the Remedy Notice or (where later) within the period reasonably specified in the Remedy Notice;

6.1.2. If the Lessee fails to:

6.1.2.1 put forward a rectification programme reasonably acceptable to the Lessor within ten (10) Working Days and implement such rectification programme within fifteen (15) Working Days of receipt of the Remedy Notice or (where later) within the period specified in the Remedy Notice; or

6.1.2.2 commences work to rectify the Breach within fifteen (15) Working Days of receipt of the Remedy Notice or (where later) within the period specified in the Remedy Notice;

then the Lessor shall be entitled to serve a Final Warning Notice in writing on the Lessee in accordance with Clause 5.1.3.

6.1.3. A Final Warning Notice served on the Lessee shall:

6.1.3.1 specify that it is a Final Warning Notice;

6.1.3.1 state that the Breach has been the subject of a Remedy Notice served pursuant to Clause 5.1.1; and

6.1.3.1 state that if works required to remedy the Breach are not remedied within ten (10) Working Days after the date of service of the Final Warning Notice such Breach constitutes a Termination Event.

6.1.4. In the event that the Lessee fails to comply with the Final Warning Notice then a Termination Event will have occurred and the Lessor may then forfeit this Lease in accordance with the provisions of clause 5.2.

6.2 Re-entry

Notwithstanding and without prejudice to any other remedies and powers herein contained or otherwise available to the Lessor if the rents hereby reserved or any part thereof are outstanding for more than twenty eight days after becoming due (whether formally demanded or not); or in the event of a Termination Event it shall be lawful for the Lessor at any time after giving not less than 14 days prior written notice to the Lessee to re-enter upon the Demised Premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to any right of action or remedy of the Lessor in respect of any breach non-observance or non-performance of any of the Lessee's covenants or any conditions herein contained PROVIDED THAT:

6.2.1 the Lessor shall serve written notice on any mortgagees of the whole or any part of the Demised Premises of which the Lessor has notice setting out in detail the breach or breaches complained of and advising

that the Lessor proposes to exercise its rights under this clause to terminate this Lease;

6.2.2 any such mortgagee shall have the right within 30 (thirty) Working Days to elect to remedy such breach or breaches and to provide to the Lessor a deed of covenant in a form previously approved by the Lessor (such approval not to be unreasonably withheld or delayed) whereby the mortgagee undertakes to discharge all existing and future obligations of the Lessee under and in accordance with the provisions of this Lease; and

6.2.3 in the absence of such election (but not otherwise) the Lessor may exercise its right under this clause and terminate this Lease.

6.3 Rights and Easements

The operation of section 62 of the Law of Property Act 1925 shall be excluded from this Lease and the Lessee shall not by virtue of this Lease be deemed to have acquired or be entitled to and the Lessee shall not during the Term acquire or become entitled to by any means whatever any easement from or over or affecting any other land or premises now belonging to the Lessor.

6.4 Service of Notices

Any demand or notice requiring to be made given to or served on the Lessee from time to time hereunder shall be duly and validly made given or served if left or sent by the Lessor or its agents through the first-class post by registered pre-paid letter addressed to the Lessee (and if there shall be more than one of them then any one of them) at its registered office. Any notice required to be given to the Lessor shall be well and sufficiently given if left or sent through the first-class post by pre-paid letter addressed to the Lessor (if a company) at its registered office or while it remains the London Borough of Haringey (party hereto) to the Head of Corporate Property Services at Alexandra House, 10 Station Road, Wood Green, London N22 7TR or such other officer or address as the Lessor shall from time to time notify. Any demand or notice sent by post shall be conclusively treated as having been made given or served 48 hours after posting and all notices shall be headed "Important - Notice pursuant to Lease dated [] between []".

6.5 Lessor's Statutory Powers etc

6.5.1 Neither the existence of this Lease nor anything contained in it is to prejudice or affect the rights, powers, duties, discretions or obligations of the Lessor in the exercise of any functions given to or conferred on it by public, local or private statutes, bye-laws, orders, regulations and statutory instruments; which rights and powers etc. may be as fully and effectually exercised in relation to the Demised Premises as if the Lessor were not the owner of the Demised

Premises or a party to this Lease and regardless of any consent or approval given by the Lessor under this Lease.

- 6.5.2 Any notice, approval or consent given or granted by the Lessor or any officer of it under this Lease is not given or granted by the Lessor in any capacity other than as owner of a freehold or leasehold or some other interest in the Demised Premises and party to this Lease.
- 6.5.3 No notice, order, consent, permission or licence or other communication given or made by the Lessor in exercise of any functions given to or conferred on it by public, local or private statutes, bye-laws, orders, regulations, and statutory instruments is to take effect as a consent, permission or approval given by the Lessor under the provisions of this Lease.
- 6.5.4 Any application for approval or consent made by the Lessee to the Lessor or any officer thereof under this Lease is given to the Lessor in its capacity as estate owner and lessor of the Demised Premises and party to this Lease.

6.6 Value Added Tax

- 6.6.1 Save as the context requires or as otherwise stated all references to payments made in this Lease are references to such payments exclusive of VAT chargeable in respect of the supply of goods or services for which the payment is or is deemed to be consideration and where such payments fall to be made under this Lease the amount of such VAT shall be paid in addition thereto.
- 6.6.2 Without prejudice to and save as mentioned earlier in this clause where any supply is made or deemed to be made pursuant to this Lease the recipient of the supply shall pay to the supplier (subject to receipt of a proper VAT invoice from the supplier) the amount of any VAT chargeable in respect thereof.
- 6.6.3 Where any payment is required to be made pursuant to this Lease to reimburse the payee for any expenditure incurred by the payee such payment shall include an amount equal to any VAT comprised in that expenditure which is not recoverable by the payee as input tax under section 25 of the Value Added Tax Act 1994.
- 6.6.4 The Lessor covenants with the Lessee that it will not elect to charge VAT on the Rents or other payments required to be made by the Lessee under this Lease or do cause or omit to be done anything that will require VAT to be payable by the Lessee on such Rents or other payments.

6.7 Landlord and Tenant (Covenants) Act 1995

This Lease is a “new tenancy” as that expression is defined in the Landlord and Tenant (Covenants) Act 1995.

6.8 Compensation on vacating

Any right of the Lessee or anyone deriving title under the Lessee to claim compensation from the Lessor on leaving the Demised Premises for any Permitted Works or under the Landlord and Tenant Act 1927 or the Landlord and Tenant Act 1954 is excluded, except to the extent that the legislation prevents that right being excluded

6.9 Power to Deal with Adjoining Property

Notwithstanding anything herein contained the Lessor and all persons authorized by them shall have power without obtaining any consent from or making any compensation payment to the Lessee to deal as it may think fit with any of the Adjoining Property and to erect or suffer to be erected thereon or on any part thereof any buildings whatsoever and to make any alterations erections or additions and carry out any demolition building or rebuilding whatsoever which it may think fit or desire to do on such Adjoining Property or any part thereof in such manner as the Lessor thinks fit.

7. RENT AND RENT REVIEW

The provisions of Schedule 6 shall apply.

8. DISPUTE RESOLUTION

- 8.1 If any dispute or difference shall arise between the parties hereto as to their respective rights, duties and obligations under this Lease or as to any matter arising out of or in connection with the subject matter of this Lease then either party at any time by giving written notice to the other may refer the dispute or difference for determination to an expert (who shall act as an expert and not as an arbitrator) appointed (in the absence of agreement by the parties) upon the application of either party by the President for the time being of the Law Society ("President") PROVIDED THAT the conduct and costs of the determination shall be in the expert's award and the expert's decision shall be final and binding on both parties (save in the case of manifest error).
- 8.2 Where the President is of the view that the subject matter of the dispute is a matter best dealt with by a professional other than a solicitor the President shall either appoint such a person himself or state that the matter should be referred to a person to be appointed by the president (or equivalent) of such other relevant professional body and if so the president shall nominate who should make the appointment.
- 8.3 Any person appointed to act shall if a solicitor or a surveyor or an accountant be a partner or director of a leading firm or company having not less than 20 partners (or directors) and if an architect be a partner or director with a leading firm or company and shall have at least ten years post qualification experience in

matters relating to commercial buildings or development of the type that is the subject matter of this Lease.

8.4 The expert shall:

- 8.4.1 consider any written representations made by either party within one month of his appointment provide the other party with copies of such representations and consider any observations made by such other party on the representations so made within a further month;
- 8.4.2 be entitled to stipulate a longer or shorter time for such representations or observations as he considers appropriate in the circumstances;
- 8.4.3 be entitled to disregard (and shall not be bound by) such representations or observations;
- 8.4.4 in any event rely on his own professional skills expertise and experience in stating his opinion and not act or be considered to act in any quasi-judicial role; and
- 8.4.5 make such award as to his own costs and the costs of the parties as he considers appropriate and failing such award his costs shall be borne equally between the Lessor and the Lessee.

9. THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this Lease shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

10. CONTRACTING OUT

The parties hereby agree that the provisions of sections 24 to 28 (inclusive) of the Landlord and Tenant Act 1954 as amended ("Act") are excluded in relation to the tenancy hereby granted. The Lessor has served on the Lessee a notice under Section 38A(3) of the Act in the form set out in Schedule 1 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 ("the Order") and the Lessee has made a statutory declaration in the form set out in paragraph 7 of Schedule 2 to the Order.

11. BREAK CLAUSE

- 11.1 The Lessee may terminate this Lease at any time by serving upon the Lessor not less than three months prior written notice of its intention to do so provided that on the proposed date of termination the Lessee yields up the Demised Premises to the Licensor free of third party interests save for those created by the Lessor.
- 11.2 If the Tennis Court Lease is validly terminated either the Lessor or the Lessee may determine this Lease at any time by giving to the Lessee a written notice that the Term is to end on the date specified in that notice. The Term and the

obligations of the Lessor and the Lessee under this Lease shall then end on the date stated in the notice but this shall not affect any rights or remedies that may have already accrued to either party.

12. REGULAR MEETINGS OF THE LESSOR AND LESSEE

- 12.1 The Lessor and the Lessee shall meet monthly from the date of this Lease for a period of six months and thereafter throughout the Term every six months or other period as agreed between the parties to ensure a smooth running of the services provided by the Lessee at the Demised Premises.
- 12.2 The Lessee shall ensure that appropriate members of staff attend those meetings and should the most appropriate member of the Staff be unable to attend the meeting, then a suitable replacement shall be fully briefed and shall attend on his behalf or the meeting shall be rearranged.
- 12.3 If requested, the Lessee shall nominate a suitable representative to attend meetings of the Lessor or any committee thereof to report to members of the Lessor.

13. GOVERNING LAW AND JURISDICTION CLAUSES

- 13.1 This Lease is governed by English law.
- 13.2 Each of the parties to this Lease irrevocably agrees that the courts of England shall have exclusive jurisdiction to hear and decide any suit action or proceedings and/or to settle any disputes which may arise out of or in connection with this Lease (respectively “**Proceedings**” and “**Disputes**”) and for these purposes each party irrevocably submits to the jurisdiction of the courts of England.
- 13.3 Each party irrevocably waives any objection which it might at any time have to the courts of England being nominated as the forum to hear and decide any Proceedings and/or to settle any Disputes and agrees not to claim that the courts of England are not a convenient or appropriate forum for any such Proceedings or Disputes and further irrevocably agrees that a judgment in any Proceedings or Dispute brought in any court referred to in this clause shall be conclusive and binding upon the parties and may be enforced in the courts of any other jurisdiction.

14. CHARITABLE STATUS

[The land comprised in this Lease will, as a result of this transfer (or as the case may be), be held by (or in trust for) (charity), an exempt charity. OR

The land comprised in this Lease will, as a result of this transfer (or as the case may be), be held by (or in trust for) (charity), a non-exempt charity, and the restrictions on disposition imposed by section 117-121 of the Charities Act 2011 will apply to the land (subject to section 117(3) of that Act).]

IN WITNESS whereof this Lease has been executed as a deed on the date first above written

SCHEDULE 1

Rights and Easements excepted

The following rights and easements are excepted and reserved out of the Demised Premises unto the Lessor and any superior lessor being a person entitled to the freehold or any intermediate reversion superior to the reversion immediately expectant hereon created within 80 years of the date hereof and their tenants and the occupiers of any adjoining or neighbouring land and/or premises and all other persons authorised by the Lessor or by such tenants and occupiers or having the like rights and easements:

1. (subject to the right of the Lessee to alter divert or replace the same substituting therefor suitable alternative media at its own cost) the free and uninterrupted passage of water and soil through the pipes drains and watercourses and of electricity telecommunications and gas and other services through the cables wires pipes and media which are at the date hereof in on under or passing through the Demised Premises but not so as to overload the same and the right to repair maintain and renew such existing services and the right at any time but (except in emergency) after giving reasonable prior notice to enter the Demised Premises in the exercise of such rights the person exercising such right making good as soon as reasonably possible any damage caused to the Demised Premises and using best endeavours to minimise interference with the Demised Premises and the businesses operating therefrom;
2. the right to deal in any reasonable manner with any of the land now belonging to the Lessor or any superior lessor adjoining or neighbouring the Demised Premises and to erect maintain rebuild or alter or suffer to be erected maintained rebuilt or altered on such adjoining opposite or neighbouring lands any buildings or structures whatsoever whether such buildings shall or shall not affect or diminish the light or air which may now or at any time hereafter be enjoyed for or in respect of the Demised Premises or any building for the time being thereon.
3. The rights of light air support protection and shelter and other easements and rights now or hereafter belonging to or enjoyed by the Adjoining Property.

SCHEDULE 2

Rights Granted

The Lessee and those deriving title through or otherwise authorised by the Lessee shall have the following rights in common with others during the Term (subject always to compliance with the Regulations):

1. At all times during the hours specified at Part 1 to Schedule 4 or at any time in the event of emergency (in common with all those who have a like right) the right of access to and egress from the Demised Premises on foot to and from the Demised Premises from and to the public highway;
2. Subject to the Lessee complying with the Lessor's reasonable directions in respect of such access and a right of way over the Accessway with vehicles weighing a maximum of 3.5tonnes to and from the Demised Premises from and to the public highway for the purposes of deliveries and repairs only connected with the Permitted User or the Permitted Works PROVIDED THAT the exercise of the right of way shall be the subject of such restrictions as the Lessor may impose from time to time in the proper management of the Park;
3. Right to connect into and use (subject to the regulations of any appropriate Authority) Conduits for the supply of services and for drainage and such other Conduits as may from time to time be available for connection to the Demised Premises;

SCHEDULE 3

Matters affecting the Demised Premises

The matters contained or referred to in the Registered Title (save for financial charges) as at the date of the Agreement for Lease and any matters contained in or referred to in the Registered Title as a result of any obligations under the Agreement for Lease and/or this Lease so far as they relate to or affect the Demised Premises;

SCHEDULE 4

Provisions for the Demised Premises

PART 1

Opening Hours

1. The Lessee will within 5 years of the date of this Lease aim to open the Demised Premises to the public for casual use for a minimum of 41 hours per week. Thereafter the opening hours will be reviewed annually with the Lessor.
2. In the 5 years prior to the above deadline, the Lessee will open the Demised Premises for a minimum number of hours per week for casual public use which shall be reviewed and agreed with the Lessor annually.

PART 2

Special Provisions

1. **Concessions**

The Lessee will operate concessionary casual pay and play charges and pre paid membership charges for Haringey residents in receipt of benefits;

2. **Public Address Systems**

The Lessee will at all times ensure that public address systems are not used beyond 8pm on any night of the week except in cases of emergency without the consent of the Lessor (such consent not to be unreasonably withheld or delayed).

The Lessee will only use public address systems in connection with sporting activities.

3. The Lessee will have no less than two community public meetings per annum which must be advertised to the local community not less than two weeks before the meeting is to take place.

4. **Regulations**

The Lessee will at all times comply with the following:

- 4.1 No unnecessary obstruction must be caused in any part of the Accessway or any other accessways in the Park.
- 4.2 Refuse is to be kept in containers specifically approved by the Lessor and available for collection as and when specified from time to time by the Lessor.
- 4.3 No sound amplification equipment shall be used in a manner which is audible outside the Demised Premises other than the public address system used in accordance with paragraph 2 to this schedule.
- 4.4 Due precautions shall be taken to avoid water freezing in Conduits within the Demised Premises.
- 4.5 Fire escape doors and corridors are not to be obstructed nor used except in emergency.
- 4.6 Vehicular traffic may only use service areas for loading and unloading at times stipulated by the Lessor and no parking in or obstruction of service areas is permitted: the Lessor reserves the right to remove or immobilise vehicles which do not comply with this regulation.

SCHEDULE 5

Permitted Works

1.1 Starting the Permitted Works

The Lessee will use reasonable endeavours to commence the Permitted Works as soon as reasonably practicable after the date hereof but must not start the Permitted Works until:-

- 1.1.1 it has obtained all necessary consents relating to the Permitted Works that should be obtained before they are started and paid any charges for them,
- 1.1.2 it has complied with all conditions contained in an approved consent or any approval by the Lessor relating to the Permitted Works with which it is necessary or desirable to comply before starting the Permitted Works,
- 1.1.3 it is otherwise lawful for it to do so, and
- 1.1.4 it has given the Lessor and the Insurers at least seven days prior written notice of the date on which it proposes to do so.

1.2 Execution of the Permitted Works

Without prejudice to paragraph 1.1 if the Permitted Works are started the Lessee must execute them in accordance with the plans and specifications approved by the Lessor (approval not to be unreasonably withheld or delayed) (subject always to any change or variation required to comply with Environmental Laws or any necessary consents) and will use reasonable endeavours to complete them in their entirety by the Permitted Works Completion Date PROVIDED THAT the Lessee will not be liable for any failure to complete the Permitted Works arising from any cause outside the Lessor's reasonable control.

1.3 Entry to the Premises

The Lessee must permit the Lessor and his architects, surveyors, agents and workmen to enter the Premises at all reasonable times but not so as to delay prejudice or interfere with the carrying out and completion of the Works for any purpose in connection with this Schedule or any works permitted or required under this Schedule.

1.4 Copies, information and evidence

The Lessee must produce to the Lessor without delay copies of all letters, notices, applications, consents or other documents sent, served, received

or made by or granted to the Lessee in connection with any works permitted or required under this schedule, and must supply to the Lessor on demand any information or evidence the Lessor reasonably requires in order to satisfy himself that the provisions of this licence have been complied with.

1.5 Updates

The Lessee shall keep the Lessor regularly updated as to the progress of the Permitted Works and in the event of matters outside of the reasonable control of the Lessee the Lessee believes it will be unable to complete the Permitted Works by the Permitted Work Completion Date the parties will consult and seek to agree (acting reasonably) a revised Permitted Work Completion Date.

2 GENERAL

The Lessor and the Lessee agree as set out in this paragraph 2.

2.1 Additional works

If any approved consent relating to the Permitted Works requires the execution of additional works that are stipulated to be executed at some time after the Permitted Works Completion Date or ought reasonably to be so executed, then those works are not to form part of the Permitted Works.

2.2 Liability and warranties excluded

This Schedule and any approval, consent, instruction, certification, supervision or works granted, given or carried out by or on behalf of the Lessor under this Schedule and Clause 3.26 are granted, given or carried out without any liability on the part of the Lessor or his surveyors, agents or workmen, and imply no responsibility for any of the works permitted or required by this Schedule, or their design, execution or existence, nor do they imply, warrant or constitute any representation that it is lawful to execute such works or limit or discharge any of the obligations of the Lessee under this Schedule and Clause 3.26.

2.3 Risk

Notwithstanding the covenants on the Lessor's part and other provisions contained in the Lease, all parts of the Permitted Works from time to time executed are to be at the sole risk of the Lessee until they are completed]

2.4 Reinstatement

The Lessee shall not be required to reinstate the Permitted Works.

SCHEDULE 6

RENT REVIEW

1. Where in this Schedule of the Lease the following words in bold type commence with capital letters they have the following meanings unless the context otherwise requires:

1.1 **Review Date** means any one of the Review Dates;

1.2 **Review Dates** means each five year anniversary of the date of this Lease during the Term;

1.3 **Relevant Review Date** means the Review Date by reference to which Rent is being reviewed;

1.4 **Open Market Rent** is as defined in paragraph 4 to this Schedule.

2 Time is not of the essence.

3. **REVIEW OF RENT**

With effect from the Review Date the Rent shall be the amount payable (but for any abatement of Rent) immediately prior to that Review Date or (if greater) the Open Market Rent as agreed or determined under this part of the Lease.

4. **OPEN MARKET RENT**

Open Market Rent means the yearly rent which would reasonably be expected to become payable in respect of the Premises after the expiry of a rent free period of such length for fitting out the Premises as would be negotiated in the open market between a willing landlord and a willing tenant:

4.1 upon a letting of the Premises:

- (a) as a whole;
- (b) by a willing landlord to a willing tenant;
- (c) with vacant possession;
- (d) on the open market without a fine or premium;
- (e) under a lease for a term of equal length to the Term but commencing on the Review Date including provisions for review of rent at five yearly intervals and otherwise on the same terms as the Lease (except as to the amount of the Rent).

4.2 assuming that:

- (a) the covenants and provisions of the Lease on the part of the Lessee have been fully performed and observed;
- (b) the Premises may be used for the Permitted User;
- (c) if the Premises have been destroyed or damaged they have been fully restored unless any failure to reinstate is due to an act or omission of the Lessor or the damage or destruction has arisen from an Uninsured Risk not caused by an act or omission of the Lessee;
- (d) the Premises are fitted out and equipped by and at the expense of the incoming tenant so that they are capable of being used for the Permitted User;
- (e) no work has been carried out to the Premises (unless by the Lessor or a superior landlord or in accordance with statutory obligation) which has diminished their rental value;
- (g) every prospective willing landlord and willing tenant is able to recover VAT in full;
- (h) the Premises are in the state of repair and condition evidenced by the Schedule of Condition unless the same have been demolished and fully re-developed as part of the Permitted Works;

4.3 but disregarding:

- (a) any effect on rent of the fact that the Lessee, any undertenant or any of their respective predecessors in title have been in occupation of the Premises;

- (b) any goodwill attached to the Premises by reason of the carrying on of the business of the Lessee, any undertenant or any of their predecessors in title;
- (c) any effect on rent attributable to any improvement to the Premises carried out by the Lessee (including any improvement funded by the Funder (including the Permitted Works)) or a permitted undertenant with the Lessor's consent where required but without cost to the Lessor and not pursuant to an obligation to the Lessor;
- (d) any fixture that the Lessee is permitted to remove at the expiry of the Term

5. PROCEDURE

- 5.1. Either party may serve upon the other notice requiring the Rent to be reviewed in accordance with the provisions of this Schedule ("**a Review Notice**") PROVIDED THAT such notice shall not be served more than 12 months prior to the Relevant Review Date.
- 5.2 Following service of a Review Notice the Lessor and the Lessee shall endeavour to agree the Open Market Rent as at the Relevant Review Date.
- 5.3 If the Lessor and the Lessee do not agree the Open Market Rent within three months after service of a Review Notice or by the date three months before the Relevant Review Date (whichever is the later) either may by notice to the other require the Open Market Rent as at the Relevant Review Date to be determined by a Chartered Surveyor (Surveyor) having at least ten years' experience in assessing the rental value of premises similar to the Premises.
- 5.4 If the Lessor and the Lessee do not agree on the joint appointment of the Surveyor, the Surveyor shall be nominated on the joint application of the Lessor and the Lessee (of if either of them neglects to concur in such application then on the sole application of the other) by the President or other chief officer or acting chief officer for the time being of the Royal Institution of Chartered Surveyors.
- 5.5 The Surveyor shall act as an expert.

- 5.6 The Surveyor shall within three months of his appointment or within such extended period as the Lessor may agree give to the Lessor and the Lessee written notice of the amount of the Open Market Rent as determined by him but if he does not or if for any reason it becomes apparent that he will not be able to complete his duties in accordance with his appointment the Lessor and the Lessee may agree upon or either of them may apply for the appointment of another Surveyor (which procedure may be repeated as often as necessary) pursuant to the provisions of this paragraph.
- 5.7 The Surveyor shall invite the Lessor and the Lessee to submit to him within such time limits (not being less than 15 working days) as he shall consider appropriate a valuation accompanied if desired by a statement of reasons and such representations and cross-representations as to the amount of the Open Market Rent with such supporting evidence as they may respectively wish.
- 5.8 The costs of the Surveyor shall be in the award of the Surveyor and failing such award, the costs shall be borne by the parties in equal shares.

6. **DELAYED REVIEW**

Where the Rent payable with effect from the Review Date is not ascertained prior to that Review Date the Lessee shall:

- 6.1 with effect from the Relevant Review Date pay an **Interim Rent** at the rate at which Rent was payable (ignoring any abatement) immediately prior to the Review Date; and
- 6.2 if the Rent when ascertained exceeds the Interim Rent then within seven days of the Rent being ascertained (the **Payment Date**) pay to the Lessor an amount equal to the aggregate of the sums by which each quarterly instalment of Rent would have exceeded each instalment of Interim Rent had the Rent been ascertained by the Relevant Review Date together with Interest on each of those sums from the date it would have been due to the Payment Date at a rate 4% below the Interest Rate.

7. **MEMORANDA**

Where Rent is increased with effect from the Review Date the Lessor and Lessee shall (at their own cost) sign memoranda thereof in such form as the Lessor may reasonably require for annexation to both the original and counterpart of the Lease

THE COMMON SEAL of
THE MAYOR AND BURGESSES
OF THE LONDON BOROUGH OF
HARINGEY was hereunto affixed
by Order:

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Authorised Officer

EXECUTED AS A DEED BY
FINSBURY PARK SPORTS
PARTNERSHIP LIMITED
acting by a director and its
secretary or two directors:

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