

ITEM 12.2

Dated: 1st April 2018

COUNTERPART LEASE

(1) THE PARISH COUNCIL OF STEYNING

(2) STEYNING BOWLING CLUB

PROPERTY Portion of the
 Memorial Playing Field
 Steyning
 West Sussex

Original Lease compiled by **Donne, Mileham & Haddock** -1999

Ambrose Place

Worthing, West Sussex, BN11 1PZ

Original Ref. 151:AT

Lease reviewed by Wellers Law group LLP – 2018

22a High Street

Great Bookham

Surrey, KT23 4AG

THE PRESCRIBED CLAUSES

LR1. Date of Lease

1 APRIL 2018

LR2. Title number(s)

LR2.1 Landlord's title number(s)

LR2.2 Other title numbers

LR3. Parties to the Lease

Landlord

Steyning Parish Council of Steyning Centre,
Fletchers Croft, Steyning, West Sussex BN44 3YH

Tenant

John Homeyard of [redacted]
Reg Strong of [redacted]
Joan Ford of [redacted]
Trustees of the Steyning Bowling Club

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 definition of "the Premises" in the Particulars

- All that portion of the Memorial Playing Field at Steyning aforesaid with the bowling green thereon which is for the purpose of identification only delineated on the plan annexed hereto and thereon edged red.

LR5. Prescribed statements

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

None

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

Not applicable

LR6. Term for which the property is leased

The term as specified in this lease as "the Term" in the Particulars – The Premises

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 acquisitions etc.

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

None

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

None

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

None

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

None

LR11. Easements

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

None

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

Clause 1 (9)

LR12. Estate rentcharge burdening the Property

None

LR13. Application for standard form of restriction

The Parties to this lease apply to enter the following standard form of restriction

None

LR14. Declaration of trust where there is more than one person comprising the Tenant

The Tenant is more than one person. They are to hold the Property on trust for the Steyning Bowling Club

PARTICULARS

Date of Lease	1 April 2018	
The Parties	1. The Landlord THE PARISH COUNCIL OF STEYNING of the Steyning Centre Fletchers Croft, Steyning West Sussex, BN44 3YH 2. The Tenant (or Trustees) Treasurer of Steyning Bowling Club - Mr. John Homeyard of [REDACTED] President of Steyning Bowling Club - Mr. Reg Strong of [REDACTED] Secretary of Steyning Bowling Club - Mrs. Joan Ford of [REDACTED] {As Trustees of the Steyning Bowling Club}	
	3. Other Parties	None
The Premises	All that portion of the Memorial Playing Field at Steyning aforesaid with the bowling greens thereon which is for the purpose of identification only delineated on the plan annexed hereto and thereon edged red-	
The Rent	The yearly rent reserved by and payable under Clause 2 of this lease	
The Term	From the 1st day of April 2018 to the 31st day of March 2039 both dates inclusive	
The Permitted Use	A Bowling Green and ancillary Club room for use by Members of Steyning Bowling Club and their Guests and Licensees	
The Review Dates	1st day of April 2025 1st day of April 2032 AND the day before the expiry of the period referred to in the definition of the Term	

THIS LEASE is made between the Parties referred to in the foregoing particulars



1. IN this lease unless the context otherwise requires:-

- (1) The expression "the Particulars " shall mean the foregoing particulars
- (2) The expressions contained in the Particulars shall have the respective meanings assigned to them in the Particulars
- (3) The expression "the Landlord" shall include the person persons or corporation for the time being entitled to the reversion immediately expectant on the termination of the Term
- (4) The expression "the Tenant" means the persons named in the Particulars as the Tenants or where the context so admits other the persons in whom for the time being the Term is vested as trustees of the Club
- (5) The expression "the Club" means Steyning Bowling Club
- (6) The expression "the Term" shall include the period of any holding over or extension continuance or renewal thereof whether by statute common law or agreement
- (7) The expression "the Insured Risks" shall mean the risks of fire explosion lightning impact flood storm or tempest riot or civil commotion bursting or overflowing of water tanks apparatus or pipes boilers heating plant and equipment or such of them and any other risks against which the Landlord may reasonably consider it necessary or desirable and be able to insure
- (8) The expression "reinstatement sum" means an amount sufficient to cover the full cost of rebuilding and reinstating the Premises as new in the event of their total destruction including architects' surveyors' and other professional fees fees payable upon any applications for the permissions the costs of debris removal demolition site clearance any works that may be required by statute and incidental expenses

YN NG PARISH

rls Club

COUNCIL



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(9) The expression "the Reserved Rights" shall mean: -

(a) The right to use any pipes wires drains sewers gutters cables ducts and other conducting media plant equipment and installations supplying any adjoining premises belonging to the Landlord with services and passing through under or over or being in the Premises and the right to enter the Premises for the purpose of maintaining and repairing such pipes wires drains sewers gutters cables ducts and other conducting media the person exercising such right causing as little damage or disturbance as possible and making good all damage actually caused to the Premises as the result or in the course of any such entry

(b) The right to enter upon the Premises for the purposes (or any of them) referred to and in accordance with the provisions of this lease

The expression "the Planning Acts" shall mean the Town and 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 as from time to time modified or re-enacted and any regulations or orders made under the authority of any such Act

(11) The expression "Enactment" shall mean an Act of Parliament statutory instrument order or byelaw for the time being in force and shall include any rule regulation scheme plan or direction issued under or deriving authority from any such act instrument order or byelaw and a reference to a particular Enactment shall be deemed to refer to that Enactment as from time to time modified re-enacted or replaced

2. **THE** Landlord demises to the Tenants (being the present trustees of the Club who are authorised in accordance with the rules of the Club to accept this lease) the Premises and the Landlord's fixtures and fittings in the Premises **EXCEPT AND RESERVING** to the Landlord and the tenant or tenants for the time being of any adjoining premises belonging to the Landlord the Reserved Rights for the Term **YIELDING AND**

PAYING THEREFOR

(1) For the period from the 1st day of April 2018 to the 31st March 2019 the Rent of £620

(2) Thereafter until the first Review Date first the yearly rent of £620 payable quarterly in advance without any deduction and second in respect of the second year of the Term and each subsequent year an annual sum by way of additional rent bearing the same proportion to the said sum of £620 as shall be borne by any increase in the Consumer Price Index to the figure shown therein for the month of March 2018 to the Consumer Price Index shown therein for the month of March in the years 2019 to 2024 inclusive as the case may be and thereafter such higher yearly rent as may from time to time be reserved by and payable under this lease

PROVIDED THAT

(a) in the event of any change after the date hereof in the reference base used to compile the said Index the figure taken to be shown in the said Index after such change shall be the figure which would have been shown in the said Index if the reference base current at the date of execution hereof had been retained

(b) in the event of it becoming impossible by reason of any change after the date hereof in the methods used to compile the said Index or for any other reason whatsoever to calculate the additional rent by reference to the said Index or if any dispute or question whatsoever shall arise between the parties hereto with respect to the amount of the additional rent or with respect to the construction or effect of this clause the determination of the additional rent or any other matter in difference shall be determined by a single arbitrator in accordance with the Arbitration Act 1950 or any statutory modification or re-enactment thereof for the time being in force who shall have full power to determine on such dates as he shall deem apposite what would have been the increase in the said Index had it continued on the basis and giving the information assumed to be available for the operation of this clause

(c) the said additional rent (if any) for each year of the lease shall be calculated by the Landlord by reference to the said Index during March preceding the beginning of that year of the Term and the appropriate proportion shall be added to the sum payable by the Tenant for each such quarter

(d) the Landlord shall give written notice to the Tenant of any additional rent becoming due as aforesaid as near as practicable to the beginning of each year of the tenancy

(e) in this lease Consumer Price Index shall mean the Consumer Price Index published by the Office of National Statistics or any official publication substituted therefor

(3) By way of further rent on demand all sums payable by the Tenant to the Landlord under the provisions of this lease

3. THE Tenants hereby jointly and severally covenant with the Landlord throughout the Term:-

(1) To pay the Rent without any deduction or abatement whatsoever except only such sums as are by law payable by the Landlord to the exclusion of the Tenant notwithstanding any stipulation to the contrary

(2) To pay to the Landlord from time to time on demand

(a) A sum or sums equal to such amount or amounts as shall from time to time be expended by the Landlord in insuring the Premises and the Landlord's fixtures and fittings therein of an insurable nature against the insured Risks and all boilers and heating apparatus therein and plant used in connection with such boilers against the risk of explosion and in effecting or maintaining insurance in such sum or sums as the Landlord shall think fit indemnifying the Landlord against third party and property owner's risks in respect of the Premises and any liability which the Landlord may incur by reason of the condition of the Premises whether under the Defective Premises Act 1972 or otherwise or (if any such sum or sums shall relate to the insurance of other premises as well as the Premises) the proportion of such sum or sums attributable to the Premises such proportion to be fixed by the Landlord or his surveyor or agent whose decision shall be final

(b) Such sum as shall from time to time be expended by the Landlord in insuring or causing to be insured the Premises against loss of the Rent for a period of three years taking into account any potential increase in the Rent under the provisions of this lease

(c) Such sum as the Landlord may from time to time expend in respect of any increased premium or expense of renewal in respect of the insurance of any neighbouring or adjoining premises or any part thereof by reason of any act or omission of the Tenant or any sub-tenant or any licensee servant or agent of the Tenant or any sub-tenant or the user of the Premises by the Tenant or any sub-tenant

(3) To pay or repay to the Landlord and discharge all rates taxes duties charges assessments impositions and outgoings whether parliamentary parochial local or of any other description save for any tax payable on or as a result of any disposal of or dealing with the Landlord's or any superior interest in the Premises and all charges for gas electricity telephone water sewage and other services which are now or may at any time hereafter be taxed charged or imposed upon or payable in respect of the Premises or on the owner or occupier of the Premises and not to leave the Premises or permit the Premises to be left unused or unoccupied nor to claim or permit to be claimed void rating relief in respect of the Premises if as a result the Landlord will be deprived from claiming such relief for any period after the determination of the Term

(4) (a) To put maintain and keep the whole of the Premises and all additions and improvements and the Landlord's fixtures and fittings in the Premises and all appurtenances forming part of the Premises in good and tenantable repair and decorative order in every respect (damage by any of the Insured Risks only excepted save to the extent to which the payment of a claim by the Landlord is refused by the insurers in whole or in part as the result of any act neglect or default of the Tenant or any sub-tenant or any licensee servant or agent of the Tenant or any sub-tenant)

(b) When and so often as any Landlord's fixtures shall require replacement to substitute other fixtures of a similar description quality and value to the reasonable satisfaction of the Landlord

(c) To keep the playing surface of the Bowling Green in a fit and proper state and condition for the playing of Bowls and to keep the external parts of the Premises clean and tidy and all landscaped areas forming part of the Premises in a proper state of cultivation and to replace any trees shrubs or plants therein which may die or become affected by disease

(5) In every third year computed from the commencement of the Term and also in the last six months of the Term (whether determined by effluxion of time or otherwise) to prepare and paint with two coats of paint of good quality or otherwise treat as the case may require all external parts of the Premises which have previously been or usually are or ought to be or require to be painted or otherwise treated respectively in tints or colours to be approved in writing by the Landlord and also as often as in the Landlord's opinion shall be necessary to clean wash down point make good and restore the exterior stone or brickwork and other finishes of the exterior of the Premises and restore the same to their former condition and appearance to the reasonable satisfaction of the Landlord and in every fifth year computed from the commencement of the Term and also in the last six months of the Term (whether determined by effluxion of time or otherwise) to prepare and paint with three coats of paint of good quality redecorate or paper with paper of good quality or otherwise treat as the case may be all internal parts of the Premises which have previously been or usually are or ought to be so painted decorated papered or treated (the tints colours and patterns in respect of the work done in the last six months of the Term to be approved in writing by the Landlord) and to wash down all tiles glazed bricks and similar washable surfaces all such works to be carried out in a good and workmanlike manner

(6) Not to do or permit to be done any act or thing which may obstruct or damage the drainage system of the Premises or any part thereof nor to deposit or permit the escape of trade effluent or other obnoxious or deleterious materials into such drainage system.

(7) At the expiration or sooner determination of the Term peaceably and quietly to yield up the Premises and the Landlord's fixtures and fittings in the Premises together with all additions and improvements to the Landlord in such state and condition as shall in all respects be consistent with a full and due performance by the Tenant of the covenants contained in this lease

(8) To observe and comply in all respects with all and any provisions requirements and directions of or under any Enactment so far as they or it shall relate to or affect the Premises or any fixture machinery plant or chattel for the time being in the Premises or the use of the Premises for the purpose of any trade or business or the employment in the

Premises of any person or persons or the supply to the Premises of any service and to execute all works which by or under any Enactment or by any government department local authority factory inspector statutory undertaker or other public authority or duly authorised officer or court of competent jurisdiction acting under or in pursuance of any Enactment are or may be directed or required to be executed whether by the Landlord or by the Tenant at any time during the Term upon or in respect of the Premises or any such fixture machinery plant or chattel or in respect of any such use employment or supply and to indemnify the Landlord at all times against all costs charges and expenses of or incidental to the execution of any such works and not at any time during the Term to do or omit or suffer to be done or omitted on or about the Premises any act or thing in breach of the terms of this lease by reason of which the Landlord may under any Enactment incur or have imposed upon him or become liable to pay any penalty damages compensation costs charges or expenses

(9) To give full particulars to the Landlord of any permission notice order direction or proposal for a notice order or direction made given or issued to the Tenant by any government department local or public authority under or by virtue of any Enactment within seven days of the receipt by the Tenant of notice of the same and if so required by the Landlord to produce such permission notice order or direction or proposal for a notice order or direction to the Landlord **AND ALSO** without delay to take all reasonable or necessary steps to comply with any such notice order or direction and also at the request of the Landlord but at the cost of the Landlord to make or join with the Landlord in making such objections or representations against or in respect of any such notice order proposal or direction as the Landlord shall deem expedient

(10) To notify the Landlord forthwith in writing of any defect in or want of repair for which the Landlord may be responsible to third parties under the Defective Premises Act 1972 or any other Enactment and to indemnify the Landlord against all liability and expense which may be sustained or incurred by the Landlord in respect of any notice claim or demand costs and proceedings made or brought under such Act or other Enactment or as a result of any failure by the Tenant to give any such notification

(11) In relation to the Planning Acts: -

(a) To comply in all respects with the provisions and requirements of the Planning Acts relating to the Premises and the use of the Premises and all licences consents permissions and conditions granted to the Tenant or imposed on the Tenant or the Premises under the Planning Acts relating to or affecting the Premises or any part of the Premises or any operations works acts or things already or to be carried out executed done or omitted on the Premises or the use of the Premises for any purpose

(b) So often as occasion shall require at the expense in all respects of the Tenant to obtain from (as the case may be) the local planning authority or the appropriate government department all such licences consents and permissions as may be required for the carrying out by the Tenant of any operations on the Premises or the institution or continuance by the Tenant on the Premises of any use which may constitute development within the meaning of the Planning Acts

(c) To pay and satisfy any charge that may at any time be imposed under the Planning Acts in respect of the carrying out or maintenance by the Tenant on the Premises of any such operations or the institution or continuance by the Tenant of any such use

(d) Notwithstanding any consent which may be granted by the Landlord under this lease not to carry out or make any alteration or addition to or change of use of the Premises being an alteration or addition or change of use for which planning permission under the Planning Acts needs to be obtained or carry out any development (as defined by the Planning Acts) on or to the Premises without first obtaining such planning permission and not to apply for any such planning permission without first obtaining the Landlord's approval in writing which shall be deemed to lapse if such planning permission shall not be granted within six months of the date of the Landlord's approval

(e) 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 Premises by a date subsequent to such expiration or sooner determination as a condition of any licence consent or permission which may have been granted during the Term

(f) To indemnify and keep indemnified the Landlord against any liability resulting from any contravention of the provisions of the Planning Acts

(12) To permit the landlord and the owner or tenant of any adjoining premises and his or their surveyors or agents with or without workmen and others at all reasonable hours during the daytime on reasonable written notice being given (except in emergency) to enter (and in emergency to break and enter) the Premises or any part of the Premises for the purposes of inspecting and executing repairs or alterations to such adjoining premises or the pipes wires drains sewers gutters cables ducts and other conducting media plant equipment and installations in the Premises supplying such adjoining premises with services and for such purpose to erect and maintain scaffolding and machinery and deposit materials on any suitable part of the Premises the person so entering the Premises causing as little damage or disturbance as possible and making good in a reasonable manner all damage actually caused to the Premises in the course or as a result of any such entry

(13) To permit the Landlord and his surveyor or agent with or without workmen and others at all reasonable hours during the daytime on reasonable written notice being given (except in emergency) to enter the Premises or any part of the Premises to ensure that nothing has been done in the premises that constitutes a breach of any of the Tenant's covenants contained in this lease or to view and examine the state and condition of the Premises or to take inventories of the fixtures and fittings in the Premises or to make any inspection for the purposes of the Landlord and Tenant Acts 1927 and 1954 or any other Enactment for the time being affecting the Premises or any review of the Rent or any renewal (whether statutory or otherwise) of this lease as often as occasion shall require the person so entering the Premises causing as little damage and disturbance as possible and making good in a reasonable manner any damage actually caused to the Premises in the course or as a result of any such entry

(14) To repair and make good all breaches of covenant defects and wants of repair or decoration for which the Tenant may be liable under the covenants contained in this lease of which notice shall have been given by the Landlord to the Tenant within two calendar months after the giving of such notice or sooner if requisite **AND** if the Tenant shall at any time make default in the performance of this covenant it shall be lawful for (but not obligatory upon) the Landlord {but without prejudice to his right of re-entry or any other right or remedy available to the Landlord under this lease or otherwise) to enter upon the Premises and to carry out and execute such works as may be required to repair and redecorate the Premises in accordance with such covenants and to repay to the Landlord forthwith on demand all expenses (including any legal costs surveyors fees and other similar expenses) incurred by the Landlord in respect of such works

(15) To pay to the Landlord all proper costs charges and expenses (including legal costs and fees payable to a surveyor or architect) which may be incurred or payable by the Landlord in or in contemplation of any steps taken to recover any arrears of the Rent or the enforcement of any of the covenants contained in this lease or the preparation and service of all notices and schedules relating to wants of repair to the Premises and agreeing such schedules with the Tenant whether before at or after the termination of the Term or any proceedings relating to the Premises or the preparation and service of a notice under section 146 or 147 of the Law of Property Act 1925 {whether or not any right of re-entry or forfeiture has been waived by the Landlord or the Tenant has been relieved under the provisions of such Act) or as a result or in contemplation of any application to any planning authority or of any application to the Landlord for any licence or consent pursuant to the covenants contained in this lease or in respect of any improvement which the Tenant may be entitled to make on or to the Premises under or by virtue of the Landlord and Tenant Acts 1927 and 1954 or any other Enactment for the time being affecting the Premises or in connection with the approval and supervision from time to time of any such works and to keep the Landlord fully and effectually indemnified against all liability which he may incur in respect of any such application licence consent or works

(16) (a) Not to do or omit or suffer to be done or omitted any act matter or thing whatsoever the doing or omission of which would make void or voidable any policy of insurance of the Premises or any part thereof or any neighbouring or adjoining premises or cause the premium payable in respect of any such insurance to be increased above the normal rate

(b) In the event of the Premises or any part of the Premises or any fixture or fitting in the Premises insured by the Landlord being destroyed or damaged by any of the Insured Risks to give immediate notice to the Landlord

(c) In the event of the Premises or any part of the Premises or any fixture or fitting in the Premises insured by the Landlord being destroyed or damaged by any of the Insured Risks and the insurance money under any policy of insurance effected by the Landlord being wholly or partly irrecoverable by reason of any act or default of the Tenant or any sub-tenant or any licensee servant or agent of the Tenant or any sub-tenant or by reason of any excess applied by the insurers forthwith to pay to the Landlord the whole or (as the case may require) the irrecoverable part of the cost of rebuilding reinstating or repairing the Premises as the case may be or replacing or repairing such fixture or fitting

(17) To take all reasonable precautions against the outbreak of fire on the Premises and in particular to provide and keep in good repair and condition any fire alarms fire escapes and fire-fighting or fire preventive equipment which shall be required to be kept in the Premises by any competent authority or by the Landlord

(18) Not at any time to make any alteration or addition to the electrical installation of the Premises save in accordance with the terms and conditions laid down by the institution of Electrical Engineers and the regulations of the electricity supply authority

(19) (a) Not to make any structural alteration or addition whatsoever to or on the Premises

(b) Not without the previous consent in writing of the Landlord (such consent if granted to be without prejudice nevertheless to the provisions of sub-clause (12) of this clause) nor except in accordance with plans and specifications previously submitted to and approved by the Landlord's architects or surveyors to make any other addition or alteration to the Premises (including conducting media plant equipment and installations therein for the supply of services)

(20) Not to use or permit to be used the Premises except for the Permitted Use

(21) Not to do or permit or suffer to be done on the Premises or any part thereof anything which shall or may be or become or cause an annoyance nuisance damage inconvenience disturbance injury or danger to the Landlord or the owners lessees or occupiers of any other premises in the neighbourhood or persons having business with them

(22) Not to assign underlet or part with or share the possession of or permit the occupation by a licensee of the Premises or any part thereof

(23) To apply or cause application to be made at all proper times to the licensing authority for the time being and to use their best endeavours to obtain a grant or renewal of any licences or certificates necessary for using and keeping the bar (if any) as a fully licensed bar for the purposes of the Club

4 THE Landlord COVENANTS with the Tenant: -

(1) That the Tenant paying the Rent and observing and performing the covenants on his part contained in this lease shall and may quietly enjoy the Premises during the Term without any interruption by the Landlord or persons lawfully claiming under the Landlord

(2) (a) To insure the Premises and the landlord's fixtures and fittings therein of an insurable nature in such sum as the Landlord shall in his absolute discretion consider to be the costs likely to be incurred in rebuilding or reinstating the Premises at the time when such rebuilding or reinstatement is likely to take place having regard to all relevant circumstances including expected increases in building costs against loss or damage caused by the insured Risks including the cost of shoring up demolition and debris removal and architects' and other fees relating to the reinstatement of the Premises or such higher sum as the Tenant shall in writing require in an insurance office of repute

(b) From time to time at the request and cast of the Tenant to provide the Tenant with full details of such policy or policies of insurance effected by the Landlord and evidence of payment of the current premium or premiums

(c) In case of destruction or damage of or to the Premises or any such fixture or fitting by any of the Insured Risks {unless payment of any money payable under any policy for such insurance shall be refused either in whole or in part by reason of any act neglect or default of the Tenant or any sub-tenant or any servant agent or licensee of the Tenant or any sub-tenant) to secure that all monies payable under or by virtue of any such policy of insurance (other than money received in respect of loss of rent or professional fees as aforesaid) shall be with all convenient speed laid out and applied in rebuilding repairing replacing or otherwise reinstating the Premises or such fixture or fitting

5. If the Tenant wishes to determine the Lease at the end of the 7th or 14th years of the Term and gives to the Landlord not less than 6 months notice of that wish and up to the time of determination pays the Rent and performs and observes the covenants contained in this Lease, then on expiry of the notice the Term is to cease and determine immediately, but without prejudice to any rights or remedies that may have accrued

6 PROVIDED ALWAYS AND IT IS HEREBY AGREED THAT: -

(1) If at any time during the Term any instalment of the Rent shall not be paid within 21 days after becoming due (whether lawfully demanded or not) or if any covenant on the Tenant's part contained in this lease shall not be performed or observed or if the Tenant or any surety for the Tenant shall compound or arrange with his creditors or suffer any distress or execution to be levied on the Premises or the contents thereof or (being an individual) shall commit any act of bankruptcy or enter into a voluntary arrangement within the meaning of section 1 of the Insolvency Act 1986 or (being a company) shall go into liquidation either compulsory or voluntary (except for a voluntary liquidation of a solvent company for the purpose of reconstruction or amalgamation) or if a receiver shall be appointed of its undertaking or an administration order is made under the Insolvency Act 1986 or if the Premises shall be left vacant for a period of three months or more then and in any such case the Landlord or any person or persons duly authorised by the Landlord shall be entitled to re-enter into or upon the Premises or any part of the Premises in the name of the whole and to repossess and enjoy the Premises as if this lease had not been granted and thereupon the Term shall absolutely cease and determine without prejudice to any right of action or remedy of the Landlord in respect of any antecedent breach by the Tenant of any of the covenants contained in this lease

(2) In the event of the destruction of or damage to the Premises by any of the insured Risks so as to render the Premises or any part of the Premises unfit for occupation and use by the Tenant **PROVIDED THAT** and to the extent that the policy or policies of insurance effected by the Landlord shall not have been vitiated or payment of the policy monies refused in whole or in part as a result of any act neglect or default of the Tenant or any sub-tenant or any licensee servant or agent of the Tenant or any sub-tenant the Rent or a fair proportion of the Rent according to the nature and extent of the damage sustained shall be suspended until the Premises are rebuilt or reinstated fit for occupation and use or until the expiry of a period of three years from the date of the event causing such destruction or damage whichever shall be the earlier

(3) If at any time during the Term any instalment of the Rent or any other money which may become payable by the Tenant {other than money payable under clause 7 (3) {b) of this lease and actually paid within 21 days of the date upon which it becomes due) to the Landlord under any of the provisions of this lease at any time or times shall not be paid on the due date {whether such rent or other money has been formally or legally demanded or not) or shall be tendered but declined by the Landlord so as not to waive a breach of covenant then the amount for the time being unpaid shall (without prejudice to the Landlord's right of re-entry or any other right or remedy of the Landlord) as from such date until paid bear and carry interest and the Tenant accordingly **COVENANTS** with the Landlord that in such circumstances and during such period or periods the Tenant will pay to the Landlord interest (as well after as before any judgment) on any such unpaid amount at the rate of £5.00 per cent per annum above National Westminster Bank PLC base rate for the time being prevailing or £15.00 per cent per annum whichever shall be the higher

(4) The benefit and burden of this lease shall be vested in the persons who are for the time being nominated to the Landlord in writing as Trustees of the Club

(5) The liability of the Trustees for the time being in respect of any breach of covenant shall be limited in amount to the realisable value of the Club assets and nothing contained in this lease shall entitle the Landlord to pursue exercise or enforce any right or remedy in respect of any breach against the personal estate property effects or assets of any trustee or against any assets for the time being vested in the Trustees which are not Club assets

(6) All sums reserved or payable by the Tenant under this lease during the Term whether by way of reimbursement to the Landlord or otherwise shall be exclusive of value added tax and if value added tax or any other tax shall be or become payable on or in respect of any such sum such tax shall be paid or reimbursed by the Tenant in addition to the sum on or in respect of which such tax is payable

(7) If at the expiration or sooner determination of the Term any fixture machinery plant or chattel belonging to the Tenant shall be left in the Premises by the Tenant far more than fourteen days the Landlord shall have power to sell the same as agent for and on behalf of the Tenant the money thereby arising (but not any interest thereon) less the costs of the sale and any money owing to the Landlord under any of the provisions of this lease or otherwise to be paid or accounted for by the Landlord to the Tenant on demand

(8) Subject to the provisions of section 38 (2) the Tenant shall not on quitting the Premises be entitled to any compensation under sections 37 and 59 of the Landlord and Tenant Act 1954

(9) Any notice under this lease shall be in writing and may be served on the person on whom it is to be served either personally or by leaving it for him at his last known place of abode or by sending it by registered post or the recorded delivery service to such address and in the case of a notice to be served on the Landlord it may be served in like manner upon any agent for the Landlord duly authorised in that behalf **PROVIDED ALWAYS** that any notice addressed to "the Landlord" or "the Tenant" and served in accordance with the provisions of this sub-clause shall be deemed valid notwithstanding that it did not give the name of the Landlord or Tenant as the case may be

7. (1) **IN** this clause

(a) The expression "the Relevant Review Date" shall mean whichever one of the Review Dates may from time to time give rise to a review of the Rent under the provisions of this clause and the expression "the Relevant Review Period" shall mean the period from that date to the next of the Review Dates or (if the Relevant Review Date shall be the last of the Review Dates) to the end of the Term as the case may be

(b) The expression "the Market Rent" shall mean the best yearly rent at which the Premises might reasonably be expected on the Relevant Review Date to be let as a whole with vacant possession in the open market by a willing landlord to a willing tenant and without payment of a premium for a hypothetical term of equal length to the residue of the Term under a lease containing the same terms and conditions (other than the initial amount of the Rent but including provisions identical to the provisions of this clause for the review of the rent thereby reserved at intervals of the same frequency from the commencement of such hypothetical term as the frequency of the Review Dates) in all other respects as are contained in this lease as from time to time varied extended or rectified on the assumption (if not a fact) that at the Relevant Review Date

(i) all the covenants on the part of the Tenant contained in this lease as to repair and otherwise have been fully observed and performed at that date and

(ii) if the Premises have been damaged or destroyed that they have been fully restored and

(iii) the Premises are fit for and capable of immediate and full occupation and use and

(iv) no work has been carried out to the Premises by the Tenant which has diminished the rental value of the Premises and

there being disregarded (so far as may be permitted by law)

(i) any effect on rent of the fact that the Tenant has been in occupation of the Premises and

(ii) any goodwill attached or attributable to the Premises by reason of any trade or business carried on by the Tenant and

(iii) any increase in rental value attributable to improvements (shown to be such by the Tenant) made to the Premises by and at the expense of the Tenant within the period of 21 years prior to the Relevant Review Date with the prior written consent of the Landlord other than in pursuance of an obligation on the part of the Tenant and

(iv) any Enactment restricting the amount of the yearly rent which the Landlord may lawfully demand or receive or which the Tenant may lawfully pay

(c) The expression "the Referee" shall mean an independent Chartered Surveyor experienced in the letting and valuation of property used for the Permitted Use who shall be appointed either by agreement between the parties by a date one month prior to the Relevant Review Date or one month after such date as the parties may agree under sub-clause (4) of this clause whichever shall be the later or in the absence of such agreement on the application of either party by the President for the time being of the Royal Institution of Chartered Surveyors or some other officer of that body if the President be unable to act

(2) Before on or after the Review Date or each of the Review Dates the Rent shall be reviewed and the Rent in respect of the Relevant Review Period shall be either the Rent payable immediately prior to the Relevant Review Date or the Market Rent whichever shall be the higher

(3) If for any reason whatever the Rent in respect of the Relevant Review Period shall not have been ascertained by the date of its commencement then

(a) The Tenant shall pay on account rent at the rate payable immediately prior to the Relevant Review Date until the Rent in respect of the Relevant Review Period shall have been ascertained and

(b) If following such ascertainment the Rent in respect of the Relevant Review Period shall be greater than the Rent payable immediately prior to the Relevant Review Date the Tenant will forthwith after ascertainment of the Rent in respect of the Relevant Review Period pay to the Landlord a sum equivalent to the Rent in respect of the Relevant Review Period as so ascertained from the commencement thereof to the next usual quarter day after the date of such ascertainment less all sums so paid on account together with interest at the rate of £3.00 per cent above National Westminster Bank PLC base rate from time to time on such sum from the Relevant Review Date until the date of actual payment or the date 21 days after the Rent in respect of the Relevant Review Period shall have been ascertained whichever shall be the earlier together with any further interest payable under clause 6 (3) of this lease

(4) The amount of the Market Rent at the Relevant Review Date shall in default of agreement between the Landlord and the Tenant by a date two months prior to the Relevant Review Date (or such later date as they may agree) be determined by the Referee who shall act as an expert and not as an arbitrator

(5) In addition to the determination of the Market Rent the award of the Referee may also contain directions as to the share in which the expense of the determination (including the expense of the appointment of the Referee) shall be borne and if such award shall contain such directions then such expense shall be borne in such shares but otherwise such expense shall be borne by the Landlord and the Tenant in equal shares and the Landlord and the Tenant mutually covenant the one with the other to pay their respective shares of such expense accordingly

(6) The provisions of this clause shall apply notwithstanding any failure of either party to take or any delay by either party in taking any step leading to the agreement or determination of the Market Rent and time shall not be deemed to be of the essence of this clause

(7) (a) If at any time during the Term the amount of the Rent is in any way restricted by any Enactment so as to be irrecoverable in part then the maximum amount from time to time permitted to be recovered shall be recoverable in lieu of the Rent until such restriction shall cease

(b) As soon as such restriction shall cease the full amount of the Rent shall forthwith become payable and the difference between the full amount of the Rent and the amount recoverable prior to the cessation of such restriction proportionate to the period from such cessation to the next subsequent quarter day shall be payable within seven days of such cessation

(c) Within seven days of such cessation the Tenant will pay to the Landlord so far as permitted by law the difference between the Rent and the amount actually paid by the Tenant while such restriction was in force

SIGNED AND DELIVERED as a deed by the said John Homeyard
the presence of: -

SIGNED AND DELIVERED as a deed by the said Joan Ford
in the presence of: -

SIGNED AND DELIVERED as a deed by the said Reg Strong
in the presence of: -