

DATED

2025

LICENCE TO UNDERLET

relating to

the Pavillion on land at Maunsell Way, Wroughton

between

Swindon Borough Council (1)

And

Wroughton Parish Council (2)

and

Swindon Model Railway Club (3)

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This deed is dated

2025

HM Land Registry

Landlord's title number: WT305988

Tenant's title number: WT169780

PARTIES

- (1) **SWINDON BOROUGH COUNCIL** of Civic Offices, Euclid Street, Swindon (**Landlord**);
- (2) **WROUGHTON PARISH COUNCIL** of Ellendune Community Centre, Barrett Way Wroughton Swindon SN4 9LW (**Tenant**); and
- (3) **SWINDON MODEL RAILWAY CLUB** (being a charity registered at the Charity Commission with number 1206661) of Hafawey House, Hoggs Lane, Purton, Swindon, SN5 4BU (**Undertenant**)

BACKGROUND

- (A) This licence is supplemental and collateral to the Lease and Underlease.
- (B) The Landlord is entitled to the immediate reversion to the Lease.
- (C) The residue of the term granted by the Lease is vested in the Tenant.
- (D) The Tenant intends to grant the Underlease and, under the terms of the Lease, requires the consent of the Landlord to that underletting.

Agreed terms

1. Interpretation

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

1.1 Definitions:

Lease: the lease of the Property dated 29th January 1998 and made between (1) Swindon Borough Council and (2) Wroughton Parish Council and all documents supplemental or collateral to that lease.

LTA 1954: Landlord and Tenant Act 1954.

LTCA 1995: Landlord and Tenant (Covenants) Act 1995.

Property: land lying to the north of Maunsell Way, Wroughton demised and more particularly described in the Lease.

Underlease: an underlease of the Underlet Property to be entered into between the Tenant (1) the Undertenant (2) in the form attached to this licence.

Underlet Property: the Pavillion at Maunsell Way Wroughton being part of the property demised by the Lease and as more particularly described in the Underlease.

- 1.2 References to the **Landlord** include a reference to the person entitled to the immediate reversion to the Lease from time to time. Except in the definition of **Underlease** and in clause 2, references to the **Tenant** and the **Undertenant** include a reference to their respective successors in title and assigns.
- 1.3 The expression **tenant covenants** has the meaning given to it by the LTCA 1995.
- 1.4 Clause, headings shall not affect the interpretation of this licence.
- 1.5 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 Unless otherwise specified, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.10 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.11 Unless otherwise specified, a reference to **writing** or **written** includes fax but not email.
- 1.12 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.13 A reference to this licence or to any other agreement or document is a reference to this licence or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this licence) from time to time.

1.14 Unless the context otherwise requires, references to clauses are to the clauses of this licence. Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.15 A **working day** is any day, other than a Saturday, Sunday, a bank holiday or a public holiday in England.

2. Consent to underlet

2.1 Subject to clause 2.2, the Landlord consents to the grant of the Underlease by the Tenant.

2.2 The consent given by clause 2.1 is valid for three months from and including the date of this licence. If that consent ceases to be valid before the Underlease is completed, all the terms of this licence (except clause 2.1) shall remain in force.

2.3 Nothing in this licence shall operate to waive or be deemed to waive any subsisting breach of the tenant covenants of the Lease.

2.4 This consent does not obviate the need for the consent or licence of any person other than the Landlord that may be required for the grant of the Underlease.

2.5 The Underlease shall be in the form of the draft annexed to this licence.

3. Obligations relating to the Underlease

3.1 Before the Underlease is completed (or, if earlier, before the Undertenant becomes contractually bound to take the Underlease):

- (a) the Tenant shall serve a notice on the Undertenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy to be created by the Underlease; and
- (b) the Undertenant shall make a declaration or statutory declaration relating to the tenancy to be created by the Underlease in accordance with the requirements of section 38A(3)(b) of the LTA 1954.

3.2 The Undertenant shall not occupy, and the Tenant shall not allow the Undertenant to occupy, the Underlet Property or any part of it before the Underlease is granted other than pursuant to a tenancy at will immediately terminable on notice.

3.3 Within one week after the grant of the Underlease, the Tenant shall:

- (a) notify the Landlord of the grant; and

- (b) send the Landlord a certified copy of the Underlease together with certified copies of the notice and declaration or statutory declaration referred to in clause 3.1.

- 3.4 The Tenant shall enforce the tenant covenants of the Underlease and not release any of them nor waive any breach of them.
- 3.5 The Tenant shall not vary the terms of the Underlease or accept a surrender of the Underlease without the consent of the Landlord (such consent not to be unreasonably withheld).
- 3.6 The Tenant shall not reduce, accelerate or commute any rent payable under the Underlease nor take any other step that may restrict the Landlord's statutory powers to collect the Underlease rents.

4. Direct covenant with the landlord

The Undertenant covenants with the Landlord that, at all times when the Undertenant is bound by the tenant covenants of the Underlease, the Undertenant shall:

- (a) pay the rents reserved by the Underlease and observe and perform the tenant covenants in the Underlease and not do, suffer, permit or omit to do anything at or in relation to the Underlet Property or the Underlease that will or may constitute a breach of those tenant covenants; and
- (b) observe and perform the tenant covenants in the Lease (insofar as they relate to the Underlet Property and the rights granted to the Undertenant) except for the covenants to pay the rents reserved by the Lease and not do, suffer, permit or omit to do any act or thing at, or in relation to, the Underlet Property that would, or might, cause the Tenant to be in breach of any such covenant or condition in the Lease.

5. The right of re-entry in the Lease

The right of re-entry in the Lease shall be exercisable if any covenant or condition of this licence is breached, as well as if any of the events stated in the provision for re-entry in the Lease occurs.

6. Indemnity

- 6.1 The Tenant shall indemnify the Landlord against all liabilities, costs, expenses, damages and losses suffered or incurred by the Landlord arising out of or in connection with any breach of the Tenant's obligations in this licence.

- 6.2 The Undertenant shall indemnify the Landlord against all liabilities, costs, expenses, damages and losses suffered or incurred by the Landlord arising out of or in connection with any breach of the Undertenant's obligations in this licence.

7. Registration at Land Registry

The Undertenant shall:

- (a) apply for registration of the Underlease at HM Land Registry within one month of completion of the Underlease;
- (b) ensure that any requisitions raised by HM Land Registry in connection with the application for registration are responded to promptly and properly; and
- (c) send to the Landlord and the Tenant official copies of the title to the Underlease within one month after the registration has been completed.

8. Notices

- 8.1 Any notice given to a party under or in connection with this licence shall be in writing and shall be delivered by hand, or sent by pre-paid first-class post, or other next working day delivery service at the address given for that party in this licence or as otherwise notified in writing to each other party.
- 8.2 Any notice shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the proper address; or
 - (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting.
- 8.3 A notice given under this licence is not valid if sent by fax or email.
- 8.4 This clause 8 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

9. Liability

The obligations of the Tenant and the Undertenant in this licence are owed to the Landlord.

10. Third party rights

This licence does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this licence.

11. Governing law

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

11.2 Jurisdiction

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

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

Executed as a deed by **SWINDON BOROUGH COUNCIL** by affixing the Common Seal in the presence of:

.....

.....

Executed as a Deed by the said

Wroughton Parish Council

Acting by two authorised signatories in the presence of a witness

Signatory 1 :

Print Name :

In the presence of

Witness signature :

Witness name :

Witness address :

.....

.....

Signatory 2 :

Print Name :

In the presence of

Witness signature :

Witness name :

Witness address :

.....

.....

Executed as a Deed by the said

Swindon Model Railway Club

Acting by two Trustees in the presence of a witness

Trustee :

Print Name :

In the presence of

Witness signature :

Witness name :

Witness address :

.....

.....

ANNEX A Form of Underlease

DATED

UNDERLEASE

relating to

Land at Maunsell Way, Wroughton

between

Wroughton Parish Council

and

Swindon Model Railway Club

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LR1. Date of lease

[] 2025

LR2. Title number(s)

LR2.1 Landlord's title number(s) WT305988

LR2.2 Other title numbers WT169780

LR3. Parties to this lease

Landlord

Wroughton Parish Council
Ellendune Community Centre
Barrett Way
Wroughton
Swindon
SN4 9LW

Tenant

Swindon Model Railway Club
Registered Charity Number: 1206661
Hafawey House
Hoggs Lane
Purton
Swindon
SN5 4BU

Other parties

None

LR4. Property

In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.

See the definition of "Property" in this lease.

The Property is let without the benefit of any existing easements or other rights which are appurtenant to WT169780.

LR5. Prescribed statements etc.

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

None.

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

None.

LR6. Term for which the Property is leased

The term specified in the definition of "Contractual Term" in this lease.

LR7. Premium

None.

LR8. Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

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

None.

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

None.

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

None.

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

None.

LR11. Easements

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

The easements set out in paragraph 2 of Schedule 1 to this lease are granted by this lease for the benefit of the Property.

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

None

LR12. Estate rentcharge burdening the Property

None.

LR13. Application for standard form of restriction

None.

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

The Tenant is more than one person. They are to hold the Property on trust for themselves as joint tenants.

This lease is dated [] 2025

Parties

- (1) **Wroughton Parish Council** of Ellendune Community Centre, Barrett Way Wroughton Swindon SN4 9LW (**Landlord**)
- (2) **Swindon Model Railway Club** (being a charity registered at the Charity Commission with number 1206661) of Hafawey House, Hoggs Lane, Purton, Swindon, SN5 4BU (**Tenant**)

BACKGROUND

- (A) The Landlord is entitled to possession of the Building under the terms of the Superior Lease (a copy of which has been given to the Tenant).
- (B) The Property forms part of the Building.
- (C) The Landlord has agreed to grant an underlease of the Property to the Tenant on the terms set out in this lease.

AGREED TERMS

1. Interpretation

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

1.1 Definitions:

Additional Sums: any sums equivalent to amounts payable by the Landlord as the tenant under the Superior Lease excluding the Superior Lease Annual Rent.

Annual Rent: rent at an initial rate of £3,500.00 per annum and then as revised in accordance with this lease and any interim rent determined under the LTA 1954.

Authorised Person: any:

- a) undertenant or person deriving title under the Tenant;
- b) workers, contractors or agents of the Tenant or of any person referred to in paragraph (a) of this definition; or
- c) person at the Property or the Building with the actual or implied authority of the Tenant or any person referred to in paragraph (a) or paragraph (b) of this definition.

Break Date: the fifth anniversary of this lease.

Break Notice: written notice to terminate this lease on the Break Date specifying the Break Date and served in accordance with Clause 13.

Building: means the building containing the pavilion and lavatory at Maunsell Way, Wroughton shown coloured purple on the Property Plan.

Building Damage: damage to or destruction of the Building (excluding the Excluded Insurance Items) that makes the Property wholly or partially unfit for occupation and use.

Building Plan: means the plan annexed to this lease at Annex C.

Car Park: means the area shown edged blue on the Property Plan.

CDM Regulations: the Construction (Design and Management) Regulations 2015 (SI 2015/51).

Contractual Term: a term of ten years from and including the date of this lease.

Default Interest Rate: 4% per annum above the Interest Rate.

Energy Assessor: an individual who is a member of an accreditation scheme approved by the Secretary of State in accordance with regulation 22 of the EPC Regulations.

Energy Performance Certificate: a certificate as defined in regulation 2(1) of the EPC Regulations.

EPC Regulations: Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118).

Excluded Part: means the lavatory located within the Building and shown edged black on the Property Plan.

Excluded Insurance Items: any:

- a) glass forming part of the Building; and
- b) tenant's fixtures that are installed by or for any tenant, any undertenant or occupier of the Building and that form part of the Building.

Expert: an independent surveyor:

- a) who is a Member or Fellow of the Royal Institution of Chartered Surveyors;
- b) with relevant experience in the subject matter of the dispute; and
- c) appointed in accordance with clause 48.

Footpath: means the area shown coloured orange on the Property Plan.

Insolvency Event: subject to clause 1.15, any one or more of the following:

- a) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant or any guarantor;
- b) the making of an application for an administration order or the making of an administration order in relation to the Tenant or any guarantor;
- c) the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to the Tenant or any guarantor;

- d) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant or any guarantor;
- e) the commencement of a voluntary winding-up in respect of the Tenant or any guarantor, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies;
- f) the making of a petition for a winding-up order or a winding-up order in respect of the Tenant or any guarantor;
- g) the striking-off of the Tenant or any guarantor from the Register of Companies or the making of an application for the Tenant or any guarantor to be struck-off;
- h) the Tenant or any guarantor otherwise ceasing to exist (but excluding where the Tenant or any guarantor dies);
- i) the making of an application for a bankruptcy order, the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant or any guarantor;
- j) the making of an application to court for, or obtaining, a moratorium under Part A1 of the Insolvency Act 1986 in relation to the Tenant or any guarantor; or
- k) the levying of any execution or other such process on or against, or taking control or possession of, the whole or any part of the Tenant's assets.

Insurance Rent: the aggregate in each year of:

- (a) a fair proportion of the gross cost of any premiums that the Landlord expends (before any discount or commission is allowed or paid to the Landlord) and any fees and other expenses that the Landlord reasonably incurs in insuring the Property against the Insured Risks for the Reinstatement Cost in accordance with this lease;
- (b) a fair proportion of the gross cost of the premium before any discount or commission for insurance for loss of Annual Rent from the Property for three years to the extent that the Annual Rent exceeds the Superior Lease Annual Rent; and
- (c) any insurance premium tax (or any similar replacement or additional tax) and any VAT (except to the extent that the Landlord obtains credit for such VAT as input tax or otherwise recovers it) payable on any sum set out in this definition.

Insured Risks: fire, explosion, lightning, earthquake, tempest, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, damage to underground water, oil or gas pipes or electricity wires or cables, impact by aircraft and aerial devices and articles dropped from them, impact by vehicles, terrorism, subsidence, ground slip, heave, riot, civil commotion, strikes, labour or political disturbances, malicious

damage, and any other risks against which the Landlord decides to insure against from time to time and Insured Risk means any one of the Insured Risks.

Interest Rate: the base rate from time to time of Barclays Bank plc or, if that base rate stops being used or published, a comparable commercial rate specified by the Landlord (acting reasonably).

IPT: Insurance Premium Tax chargeable under the Finance Act 1994 or any similar replacement or additional tax.

Landlord's Authorised Person: any:

- a) undertenant or person deriving title under the Landlord; or
- b) workers, contractors or agents of the Landlord or of any person referred to in paragraph (a) of this definition.

but excluding the Tenant and any Authorised Person.

Landlord's Covenants: the obligations in this lease to be performed and observed by the Landlord.

Landlord Damage: damage or destruction caused by an act or omission of the Landlord or any Landlord's Authorised Person.

LPA 1925: Law of Property Act 1925.

LTA 1927: Landlord and Tenant Act 1927.

LTA 1954: Landlord and Tenant Act 1954.

LTCA 1995: Landlord and Tenant (Covenants) Act 1995.

Parking Space: means any single parking space located within the Car Park.

Permitted Use: use as a space for the assembly and exercise of model railways within class F2 of the Use Classes Order 1987 (as amended).

President: the president for the time being of the Royal Institution of Chartered Surveyors or a person acting on their behalf.

Property: the property described in Schedule 1.

Property Plan: the plan annexed to this lease at ANNEX B.

Rates and Taxes: all present and future rates, taxes and other impositions and outgoings payable in respect of the Property, its use and any works carried out there (or a fair proportion of the total cost of those rates, taxes, impositions and outgoings if any are payable in respect of the Property together with any other property) but excluding any taxes:

- a) payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease or the Landlord's interest in the Superior Lease;
- b) payable by the Superior Landlord in connection with any dealing with, or disposition of, the reversion to the Superior Lease; or

- c) (except VAT) payable by the Landlord by reason of the receipt of any of the rents due under this lease or by the Superior Landlord by reason of the receipt of any of the rents due under the Superior Lease.

Reinstatement Cost: the full cost of reinstatement of the Property (excluding the Excluded Insurance Items) taking into account inflation of building costs and including any costs of demolition, site clearance, site protection, shoring up, professionals' and statutory fees and incidental expenses and any other work to the Property that may be required by law and any VAT on all such costs, fees and expenses.

Recommendation Report: a report as defined in regulation 4 of the EPC Regulations.

Rent Commencement Date: the date of this lease.

Rent Payment Dates: means 25th March, 24th June, 29th September and 25th December.

Retained Parts: means the area shown edged green on the Property Plan excluding the Building.

Reservations: the rights excepted and reserved in paragraph 1 of Schedule 3.

Rights: the rights granted in paragraph 2 of Schedule 1.

Service Media: all media for the supply or removal of Utilities and all structures, machinery and equipment ancillary to those media.

Signs: signs, fascia, placards, boards, posters and advertisements.

Superior Landlord: the landlord for the time being of the Superior Lease.

Superior Landlord's Covenants: the obligations in the Superior Lease to be observed by the Superior Landlord.

Superior Landlord's Neighbouring Property: the freehold property registered at HM Land Registry with title number WT305988 (excluding the Building and the Retained Parts).

Superior Lease: the lease of the Property dated 29th January 1998 and made between (1) Swindon Borough Council and (2) Wroughton Parish Council (a copy of which is annexed to this lease at Annex A.

Superior Lease Annual Rent: the annual rent payable by the Landlord (or, if the Superior Lease has been surrendered, the annual rent that would have been payable by the tenant under the Superior Lease if the Superior Lease had not been surrendered) under the terms of the Superior Lease.

Tenant's Covenants: the obligations in this lease to be performed and observed by the Tenant.

Tenant Damage: damage or destruction caused by an act or omission of the Tenant or any Authorised Person.

Termination Date: the date on which this lease determines (however it determines).

Third Party Rights: the matters set out in Schedule 4.

Transaction: is:

- a) any dealing with this lease or the devolution or transmission of or parting with possession of any interest in it;
- b) the creation of any underlease or other interest out of this lease or out of any interest or underlease derived from it and any dealing, devolution or transmission of or parting with possession of any such interest or underlease; or
- c) the making of any other arrangement for the occupation of the Property.

Uninsured Risks: any of the risks specified in the definition of Insured Risks where such risks are not insured against at the date of the relevant damage or destruction because of an exclusion imposed by the insurers or insurance for such risks was not available in the London insurance market on reasonable terms acceptable to the Landlord at the time the insurance policy was entered into and **Uninsured Risk** means any one of the Uninsured Risks.

Utilities: electricity, gas, water, sewage, air-conditioning, heating, energy, telecommunications, data and all other services and utilities.

Utility Costs: all costs in connection with the supply or removal of Utilities to or from the Property (or a fair proportion of the total cost if any of those costs are payable in respect of the Property together with any other property).

VAT: value added tax or any equivalent tax chargeable in the UK.

- 1.2 A reference to this **lease**, except a reference to the date of this lease or to the grant of this lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental or collateral to it.
- 1.3 The Schedules form part of this lease and shall have effect as if set out in full in the body of this lease. Any reference to **this lease** includes the Schedules.
- 1.4 Unless the context otherwise requires, references to clauses, Schedules and Annexes are to the clauses, Schedules and Annexes of this lease and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.5 Clause, Schedule and paragraph headings shall not affect the interpretation of this lease.
- 1.6 A reference to:
 - (a) the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease;
 - (b) the **Tenant** includes a reference to its successors in title and assigns; and
 - (c) the **Superior Landlord** includes a reference to the person entitled to the immediate reversion to the Superior Lease.

- 1.7 Subject to clause 49, in relation to any payment, a reference to a **fair proportion** is to a fair proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord.
- 1.8 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.9 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.10 The expressions **authorised guarantee agreement**, **landlord covenant** and **tenant covenant** each has the meaning given to it by the LTCA 1995.
- 1.11 Any obligation on the Tenant not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.12 References to:
- (a) the consent of the Landlord are to the consent of the Landlord given in accordance with clause 47.1;
 - (b) the approval of the Landlord are to the approval of the Landlord given in accordance with clause 47.3; and
 - (c) any consent or approval required from the Landlord shall be construed as also including a requirement to obtain the consent or approval of:
 - (i) the Superior Landlord; and
 - (ii) any mortgagee of the Landlord or of the Superior Landlord;where such consent or approval is required under the terms of the Superior Lease or the mortgage. Except that nothing in this lease shall be construed as imposing on the Superior Landlord or any mortgagee any obligation (or indicating that such an obligation is imposed on the Superior Landlord or any mortgagee by the terms of the Superior Lease or the mortgage) not unreasonably to refuse any such consent.
- 1.13 Unless the context otherwise requires, references to the Excluded Part, Building, **Retained Parts**, **Superior Landlord's Neighbouring Property** and the **Property** are to the whole and any part of them or it.
- 1.14 Unless the context otherwise requires, any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.15 For the purposes of the definition of **Insolvency Event**:
- (a) where any of the paragraphs in that definition apply in relation to:

- (i) a partnership or limited partnership (as defined in the Partnership Act 1890 and the Limited Partnerships Act 1907 respectively), that paragraph shall apply subject to the modifications referred to in the Insolvent Partnerships Order 1994 (SI 1994/2421) (as amended); and
 - (ii) a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000), that paragraph shall apply subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (SI 2001/1090) (as amended); and
 - (b) **Insolvency Event** includes any analogous proceedings or events that may be taken pursuant to the legislation of another jurisdiction in relation to a tenant or guarantor incorporated or domiciled in such relevant jurisdiction.
- 1.16 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.17 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.18 Unless expressly provided otherwise in this lease, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.19 Unless expressly provided otherwise in this lease, a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.20 If any provision or part-provision of this lease is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this lease.

2. Grant

- 2.1 The Landlord lets the Property to the Tenant:
- (a) for the Contractual Term;
 - (b) together with the Rights;
 - (c) excepting and reserving the Reservations;
 - (d) with limited title guarantee; and
 - (e) on the terms of this lease.
- subject to the Third Party Rights.
- 2.2 The grant in clause **2.1** is made with the Tenant paying as rent to the Landlord:
- (a) the Annual Rent;
 - (b) the Insurance Rent;

- (c) the Additional Sums; and
- (d) any other sums including interest due under this lease.

3. Tenant covenants

The Tenant covenants with the Landlord to observe and perform the tenant covenants of this lease during the Term or (if earlier) until the Tenant is released from the tenant covenants of this lease by virtue of the LTCA 1995.

4. Payment of Annual Rent

The Tenant must pay the Annual Rent by four equal instalments in advance on or before the Rent Payment Dates except that:

- (a) the Tenant must pay the first instalment of Annual Rent on the Rent Commencement Date; and
- (b) that first instalment of Annual Rent shall be the proportion of the Annual Rent calculated on a daily basis for the period from and including the Rent Commencement Date to and including the day before the next Rent Payment Date after the Rent Commencement Date.

5. Payment method

The Tenant must pay the Annual Rent and all other sums payable under this lease by:

- (a) electronic means from an account held in the name of the Tenant to the account notified from time to time to the Tenant by the Landlord; or
- (b) any other method that the Landlord reasonably requires from time to time and notifies to the Tenant.

6. No set-off

The Tenant must pay the Annual Rent and all other sums payable under this lease in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7. Interest

- 7.1 If any of the Annual Rent or any other sum payable by the Tenant under this lease has not been paid within five working days of its due date (whether it has been formally demanded or not), the Tenant must pay to the Landlord interest on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on that amount on a daily basis for the period beginning on and including its due date to and including the date of payment.
- 7.2 If the Landlord does not demand or accept any of the Annual Rent or any other sum due from, or tendered by, the Tenant under this lease because the Landlord

reasonably believes that the Tenant is in breach of any of the tenant covenants of this lease, then, when that amount is accepted by the Landlord, the Tenant must pay to the Landlord interest on that amount at the Interest Rate. Such interest shall accrue on that amount on a daily basis for the period beginning on and including its due date to and including the date it is accepted by the Landlord.

8. Rates and Taxes

- 8.1 The Tenant must pay all Rates and Taxes.
- 8.2 The Tenant must not make any proposal to alter the rateable value of the Property (or that value as it appears on any draft rating list) without the approval of the Landlord.

9. Utilities

- 9.1 The Tenant must pay all Utility Costs.
- 9.2 The Tenant must comply with all laws and with any recommendations of the relevant suppliers relating to the supply and removal of Utilities to or from the Property.

10. Common items

The Tenant must pay to the Landlord on demand a fair proportion of all costs payable by the Landlord for the maintenance, repair, lighting, cleaning and renewal of all Service Media, structures and other items not on or in the Property but used or capable of being used by the Property in common with other land.

11. Costs

The Tenant must pay on demand and on a full indemnity basis the costs and expenses of the Landlord and those of the Superior Landlord including any solicitors' or other professionals' costs and expenses (whether incurred before or after the Termination Date) in connection with, or in contemplation of, any of the following:

- (a) the enforcement of the tenant covenants of this lease;
- (b) serving any notice or taking any proceedings in connection with this lease under section 146 or 147 of the LPA 1925 (notwithstanding that forfeiture is avoided otherwise than by relief granted by the court);
- (c) serving any notice in connection with this lease under section 17 of the LTCA 1995;
- (d) the preparation and service of a schedule of dilapidations in connection with this lease provided that that schedule is served on or before the date which is six months from and including the Termination Date; or
- (e) any consent or approval applied for under:
 - (i) this lease, whether or not it is granted (unless the consent or approval is unreasonably withheld by the Landlord); or

- (ii) the Superior Lease where the consent of the Superior Landlord is required under this lease (whether or not it is granted).

12. Prohibition of dealings

The Tenant must not:

- (a) assign, underlet, charge, part with or share possession or occupation of the whole or part of either this lease or the Property;
- (b) assign, part with or share any of the benefits or burdens of this lease, or in any interest derived from it, whether by a virtual assignment or other similar arrangement; or
- (c) hold the lease on trust for any person (except pending registration of a dealing permitted by this lease at HM Land Registry or by reason only of joint legal ownership).

13. Repair

13.1 The Tenant must:

- (a) keep the Property in good and substantial repair and condition;
- (b) ensure that any Service Media forming part of the Property is kept in good working order;
- (c) keep the Property clean, tidy and clear of rubbish; and
- (d) replace as soon as possible with glass of similar appearance and of similar or better quality any glass forming part of the Property that becomes cracked or broken.

13.2 The Tenant shall not be liable to repair the Property (excluding any Excluded Insurance Items) to the extent that any disrepair has been caused by:

- (a) an Insured Risk unless and to the extent that:
 - (i) the policy of insurance of the Property has been vitiated or any insurance proceeds withheld in consequence of any act or omission of the Tenant or any Authorised Person (except where the Tenant has paid an amount equal to any insurance money that the insurers refuse to pay); or
 - (ii) the insurance cover in relation to that disrepair is limited.

14. Decoration

14.1 The Tenant must:

- (a) decorate the exterior and interior of the Property as often as is reasonably necessary and also in the last three months before the Termination Date;

- (b) carry out all decoration (including all appropriate preparatory work) in a good and proper manner using good quality materials that are appropriate to the Property and the Permitted Use; and
- (c) carry out:
 - (i) any decoration of the exterior of the Property required at any time during the Term (including in the last three months before the Termination Date); and
 - (ii) the decoration of the interior of the Property required in the last three months before the Termination Date;to the reasonable satisfaction of the Landlord and using materials, designs and colours approved by the Landlord (acting reasonably).

14.2 Within the three months before the Termination Date, the Tenant must replace the floor coverings at the Property with new floor coverings of good quality and appropriate to the Property and the Permitted Use.

15. Alterations

15.1 Except as permitted by this clause 15, the Tenant must not make any:

- (a) alteration or addition to the Property; or
- (b) opening in any boundary of the Property.

15.2 Any alterations permitted by this clause are subject to clause 15.7.

15.3 The Tenant may make internal non-structural alterations to the Property with the consent of the Landlord and Superior Landlord (such consent not to be unreasonably withheld or delayed).

15.4 The Tenant may install or remove non-structural demountable partitioning at the Property without the consent of the Landlord provided that the Tenant must:

- (a) not carry out any such works until it has:
 - (i) provided details of the works to the insurers of the Property; and
 - (ii) at least ten working days before commencing the works, given the Landlord two copies of the plans and specification for the works; and
- (b) make good any damage to the Property caused by the carrying out of those works.

15.5 The Tenant may carry out minor alterations that consist of making minor perforations in any boundary of the Property or in the structural elements of the Property provided that:

- (a) those alterations are reasonably required in connection with any works permitted under this clause 15;

- (b) those alterations do not adversely impact on the structural integrity of the Property or the Building; and
 - (c) the Tenant obtains the consent of the Landlord and Superior Landlord (such consent not to be unreasonably withheld or delayed).
- 15.6 With the consent of the Landlord and Superior Landlord (such consent not to be unreasonably withheld or delayed), the Tenant may:
 - (a) install any Service Media at the Property; or
 - (b) alter the route of any Service Media installed by the Tenant at the Property.
- 15.7 The Tenant must not carry out any alteration to the Property which would, or may reasonably be expected to, have an adverse effect on the asset rating in any Energy Performance Certificate for the Property.

16. Signs

The Tenant must not attach any Signs inside the Property that are visible from the exterior.

17. Window cleaning

As often as reasonably necessary, the Tenant must clean the internal surfaces of any:

- (a) windows; and
- (b) other glass;

at the Property (whether or not such windows and other glass form part of the Property).

18. Returning the Property to the Landlord

- 18.1 The Tenant must return the Property to the Landlord on the Termination Date with vacant possession and in the repair and condition required by this lease.
- 18.2 Subject to clause 18.3, the Tenant must by the Termination Date:
 - (a) remove:
 - (i) any tenant's fixtures from the Property;
 - (ii) any alterations to the Property undertaken by or for any tenant, undertenant or occupier during or in anticipation of this lease; and
 - (b) make good any damage caused to the Property by the removal of those items and alterations.
- 18.3 If the Landlord gives notice to the Tenant no later than two months before the Termination Date specifying which of the tenant's fixtures, alterations and other matters set out in clause 18.2(a)(i) and clause 18.2(a)(ii) shall not be removed pursuant

to clause 18.2, the Tenant must not remove the specified tenant's fixtures, alterations or other matters pursuant to that clause.

18.4 On or before the Termination Date, the Tenant must remove from the Property all chattels belonging to or used by it.

18.5 The Tenant:

- (a) irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of for nil consideration any chattels or items fixed to the Property by the Tenant and left by the Tenant for more than ten working days after the Termination Date; and
- (b) must indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

Neither the Landlord nor the Superior Landlord shall be liable to the Tenant by reason of that storage or disposal.

19. Use

19.1 The Tenant must not use the Property for any purpose other than the Permitted Use.

19.2 The Tenant must not:

- (a) use the Property for any illegal purposes nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Landlord, the Superior Landlord or any property that neighbours the Property;
- (b) use the Property as a betting shop or an amusement arcade or otherwise for the purposes of gaming or gambling;
- (c) hold any auction at the Property;
- (d) allow any noise, music, flashing lights, fumes or smells to emanate from the Property so as to cause a nuisance or annoyance to any property that neighbours the Property;
- (e) overload any part of the Property nor overload or block any Service Media at or serving the Property;
- (f) allow to pass into the Service Media at or serving the Property any noxious or deleterious effluent or other substance which may damage the Service Media, the Property or any other neighbouring property;
- (g) store, sell or display any offensive, dangerous, illegal, explosive or highly flammable items at the Property;
- (h) (except as permitted by clause 15.6) interfere with any Service Media at the Property;
- (i) do anything which interferes with the Landlord's use of the Excluded Part;

- (j) keep any pets or any other animal, bird, fish, reptile or insect at the Property (except guide dogs or other animals used as aids provided they are not kept at the Property overnight or left unattended); or
- (k) allow any person to sleep at or reside on the Property.

20. Use of Parking Spaces

20.1 The Tenant must not:

- (a) use any Parking Space for any purpose except to park one roadworthy validly taxed and insured private vehicle belonging to the Tenant or its members in accordance with the relevant Right granted in **Schedule 1**;
- (b) obstruct any of the entrances to or exits from the Car Park or any other parking spaces in the Car Park;
- (c) store on or in any Parking Space any petrol, oil or other inflammable material (except that inside the fuel tank and engine of any vehicle parked on any Parking Space); or
- (d) maintain, repair (except for minor mechanical repairs in cases of breakdown or other emergency) or refill the petrol tank of any vehicle parked on any Parking Space.

20.2 The Tenant must:

- (a) ensure that all security barriers or gates at the entrances to and exits from the Car Park are operated correctly and closed after use; and
- (b) return to the Landlord any keys or control cards to any security barriers or gates to the Car Park on the Termination Date.

21. Exercise of the Rights

The Tenant must exercise the Rights:

- (a) only in connection with the Tenant's use of the Property for the Permitted Use; and
- (b) in compliance with all laws relating to the Tenant's use of the Property, the Retained Parts and any other neighbouring or adjoining property pursuant to the Rights.

22. Allow entry

22.1 Subject to clause **22.2, the Tenant must allow all those entitled to exercise any right to enter the Property to enter the Property:**

- (a) except in the case of an emergency (when no notice shall be required), after having given reasonable notice (which need not be in writing) to the Tenant;
- (b) at any reasonable time (whether or not during usual business hours); and

- (c) with their workers, contractors, agents and professional advisers.
- 22.2 The Tenant must allow any person authorised by the terms of a Third Party Right to enter the Property in accordance with that Third Party Right.
- 23. Keyholders, use of keys and emergency contact details**
- 23.1 The Tenant must not allow any further copies of any keys provided by the Landlord to allow the Tenant to access the Property or exercise its Rights to be created.
- 23.2 The Tenant must provide to the Landlord in writing the names, addresses, email addresses and telephone numbers of at least two people who each:
 - (a) hold a full set of keys for the Property;
 - (b) hold all the access codes for the Tenant's security systems (if any) at the Property; and
 - (c) may be contacted in case of emergency at any time outside the Tenant's usual business hours.
- 24. Compliance with laws**
- 25. Compliance with laws**
- 25.1 The Tenant must comply with all laws relating to:
 - (a) the Property and the occupation and use of the Property by the Tenant;
 - (b) the use or operation of all Service Media and any other machinery and equipment at or serving the Property whether or not used or operated;
 - (c) any works carried out at the Property; and
 - (d) all materials kept at or disposed of from the Property.
- 25.2 Within five working days of receipt of any notice or other communication affecting the Property (and whether or not served pursuant to any law) the Tenant must:
 - (a) send a copy of the relevant document to the Landlord; and
 - (b) take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may require.
- 25.3 The Tenant must not:
 - (a) apply for any planning permission for the Property; or
 - (b) implement any planning permission for the Property.
- 25.4 The Tenant must:
 - (a) comply with its obligations under the CDM Regulations;

- (b) maintain the health and safety file for the Property in accordance with the CDM Regulations;
 - (c) give that health and safety file to the Landlord at the Termination Date;
 - (d) procure, and give to the Landlord at the Termination Date, irrevocable, non-exclusive, non-terminable, royalty-free licence(s) for the Landlord to copy and make full use of that health and safety file for any purpose relating to the Property. Those licence(s) must carry the right to grant sub-licences and be transferable to third parties without the consent of the grantor; and
 - (e) supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations.
- 25.5 As soon as the Tenant becomes aware of any defect in the Property, the Tenant must give the Landlord notice of it.
- 25.6 The Tenant must indemnify the Landlord against any liability under the Defective Premises Act 1972 in relation to the Property by reason of any failure of the Tenant to comply with any of the tenant covenants in this lease.
- 25.7 The Tenant must keep:
- (a) the Property equipped with all fire prevention, detection and fighting machinery and equipment and fire alarms which are required under all relevant laws or required by the insurers of the Property or recommended by them or reasonably required by the Landlord; and
 - (b) that machinery, equipment and alarms properly maintained and available for inspection.
- 26. Energy Performance Certificates**
- 26.1 The Tenant must:
- (a) co-operate with the Landlord so far as is reasonably necessary to allow the Landlord to obtain an Energy Performance Certificate and Recommendation Report for the Property [including providing the Landlord with copies of any plans or other information held by the Tenant that would assist in obtaining an Energy Performance Certificate and Recommendation Report]; and
 - (b) allow such access to any Energy Assessor appointed by the Landlord as is reasonably necessary to inspect the Property for the purposes of preparing an Energy Performance Certificate and Recommendation Report for the Property.
- 26.2 The Tenant must not commission an Energy Performance Certificate for the Property unless required to do so by the EPC Regulations.

26.3 Where the Tenant is required by the EPC Regulations to commission an Energy Performance Certificate for the Property, the Tenant must at the request of the Landlord either:

- (a) commission an Energy Performance Certificate from an Energy Assessor approved by the Landlord; or
- (b) pay the costs of the Landlord of commissioning an Energy Performance Certificate for the Property.

26.4 The Tenant must deliver to the Landlord a copy of any Energy Performance Certificate and Recommendation Report for the Property that is obtained or commissioned by the Tenant or any other occupier of the Property.

27. Third Party Rights

27.1 The Tenant must:

- (a) comply with the obligations on the Landlord and the Superior Landlord relating to the Third Party Rights to the extent that those obligations relate to the Property; and
- (b) not do anything that may interfere with any Third Party Right.

27.2 The Rights are granted subject to the Third Party Rights to the extent that the Third Party Rights affect the parts of the Building over which the Rights are granted.

28. Superior Lease

The Tenant must observe and perform the tenant covenants in the Superior Lease (to the extent that they relate to the Property and the Rights) except that this obligation shall not apply to the covenants to pay the rents or insure the Property reserved by the Superior Lease.

29. Registration of this lease

29.1 The Tenant must:

- (a) apply to register this lease at HM Land Registry promptly and in any event within one month following the grant of this lease;
- (b) ensure that any requisitions raised by HM Land Registry in connection with its application to register this lease at HM Land Registry are responded to promptly and properly; and
- (c) send the Landlord and the Superior Landlord official copies of its title within one month of completion of the registration.

29.2 The Tenant must not:

- (a) apply to HM Land Registry to designate this lease as an exempt information document for the purposes of the Land Registration Rules 2003;

- (b) object to an application by the Landlord to HM Land Registry to designate this lease as such an exempt information document; or
- (c) apply for an official copy of any exempt information document version of this lease.

30. Closure of registered title

- 30.1 The Tenant must make an application to HM Land Registry to close the registered title of this lease and remove from the Landlord's title any entries relating to this lease and any easements granted by this lease promptly (and in any event within one month) following the Termination Date.
- 30.2 The Tenant must:
 - (a) ensure that any requisitions raised by HM Land Registry in connection with its application to HM Land Registry pursuant to clause 30.1 are responded to promptly and properly; and
 - (b) keep the Landlord informed of the progress and completion of that application.

31. Encroachments and preservation of rights

- 31.1 The Tenant must not permit any encroachment over the Property or permit any easements or other rights to be acquired over the Property.
- 31.2 If any encroachment over the Property is made or attempted or any action is taken by which an easement or other right may be acquired over the Property, the Tenant must:
 - (a) immediately inform the Landlord and give the Landlord notice of that encroachment or action; and
 - (b) at the request and cost of the Landlord, adopt such measures as may be reasonably required or deemed proper for preventing any such encroachment or the acquisition of any such easement or other right.
- 31.3 The Tenant must preserve all rights of light and other easements enjoyed by the Property.
- 31.4 The Tenant must not prejudice the acquisition of any right of light or other easement for the benefit of the Property by obstructing any window or opening or giving any acknowledgement that the right is enjoyed with the consent of any third party or by any other act or default of the Tenant.
- 31.5 If any person takes or threatens to take any action to obstruct or interfere with any easement or other right enjoyed by the Property or any such easement in the course of acquisition, the Tenant must:
 - (a) immediately inform the Landlord and give the Landlord notice of that action; and

- (b) at the request and cost of the Landlord, adopt such measures as may be reasonably required or deemed proper for preventing or securing the removal of the obstruction or the interference.

32. Procure guarantor consent

For so long as any guarantor remains liable to the Landlord, the Tenant must, if the Landlord so requests, procure that that guarantor does all or any of the following:

- (a) joins in any consent or approval required under this lease; and
- (b) consents to any variation of the tenant covenants of this lease.

33. Indemnity

The Tenant must keep the Landlord indemnified against all liabilities, expenses, costs (including, but not limited to, any solicitors' or other professionals' costs and expenses), claims, damages and losses (including, but not limited to, any diminution in the value of the Landlord's interest in the Property, Excluded Part or the Retained Parts) suffered or incurred by the Landlord arising out of or in connection with:

- (a) any breach of any tenant covenants in this lease;
- (b) any use or occupation of the Property or the carrying out of any works permitted or required to be carried out under this lease; or
- (c) any act or omission of the Tenant or any Authorised Person.

34. Landlord covenants

The Landlord covenants with the Tenant to observe and perform the landlord covenants of this lease during the Term.

35. Quiet enjoyment

The Landlord covenants with the Tenant that the Tenant shall have quiet enjoyment of the Property without any interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this lease.

36. Superior Lease obligations

- 36.1 The Landlord must pay the rents reserved by the Superior Lease and perform the tenant covenants in the Superior Lease so far as the Tenant is not liable for such performance under the terms of this lease.
- 36.2 At the request and cost (on a full indemnity basis) of the Tenant, the Landlord must use reasonable endeavours to procure that the Superior Landlord complies with the Superior Landlord's Covenants while the Superior Lease subsists and, if reasonable, the Landlord may require that the Tenant pay it reasonable security in advance in respect of anticipated costs for enforcing such compliance.

37. Exercise of right of entry

In exercising any right of entry on to the Property pursuant to paragraph 1.2 of Schedule 31, the Landlord must:

- (a) except in case of emergency, give reasonable notice of its intention to exercise that right to the Tenant;
- (b) where reasonably required by the Tenant, exercise that right only if accompanied by a representative of the Tenant;
- (c) cause as little damage as possible to the Property and to any property belonging to or used by the Tenant;
- (d) cause as little inconvenience as reasonably possible to the Tenant; and
- (e) promptly make good any physical damage caused to the Property by reason of the Landlord exercising that right.

38. Re-entry and forfeiture

38.1 The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any of the following occurs:

- (a) the whole or any part of the Rents is unpaid 21 days after becoming payable (whether it has been formally demanded or not);
- (b) any breach of any condition of, or tenant covenant in, this lease; or
- (c) an Insolvency Event.

38.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause, this lease shall immediately end but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant by the Tenant or any guarantor.

39. Section 62 of the LPA 1925, implied rights and existing appurtenant rights

39.1 Save for those explicitly granted by Schedule 1, the grant of this lease does not create by implication any easements or other rights for the benefit of the Property or the Tenant and the operation of section 62 of the Law of Property Act 1925 is excluded.

39.2 The Property is let without the benefit of any existing easements or other rights which are appurtenant to the whole or any part of WT169780.

40. Exclusion of sections 24 to 28 of the LTA 1954

40.1 The parties:

- (a) confirm that:

- (i) the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy created by this lease, before this lease was entered into;
 - (ii) [] who was duly authorised by the Tenant to do so made a statutory declaration dated [] in accordance with the requirements of section 38A(3)(b) of the LTA 1954; and
- (b) agree that the provisions of sections 24 to 28 of the LTA 1954 are excluded in relation to the tenancy created by this lease.

41. Compensation on vacating

Any right of the Tenant (or anyone deriving title under the Tenant) to claim compensation from the Landlord on leaving the Property under the LTA 1954 is excluded (except to the extent that the legislation prevents that right being excluded).

42. No restriction on Landlord's use

Nothing in this lease shall impose or be deemed to impose any restriction on the use of the Excluded Part, Retained Parts, the Superior Landlord's Neighbouring Property or any other neighbouring or adjoining property.

43. Limitation of liability

The Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this lease unless the Landlord knows it has failed to perform the covenant (or reasonably should know this) and has not remedied that failure within a reasonable time.

44. Mutual option to break

44.1 Either the Landlord or the Tenant may terminate this lease by serving a Break Notice on the other party at least six months before the Break Date.

44.2 A Break Notice served by the Tenant shall be of no effect if at the Break Date stated in the Break Notice:

- (a) the Tenant has not paid by way of cleared funds any part of the Annual Rent or Insurance Rent (plus any VAT) which was due to have been paid;
- (b) the Tenant has not vacated the Property and returned the Property to the Landlord free from any occupier or third party right to occupation or possession; or
- (c) there is a subsisting material breach of any of the tenant covenants of this lease relating to the state of repair and condition of the Property.

44.3 Following service of a Break Notice this lease shall terminate on the Break Date.

44.4 Termination of this lease on the Break Date shall not affect any other right or remedy that either party may have in relation to any earlier breach of this lease.

44.5 If this lease terminates in accordance with clause 44.3, then, within ten working days of the Break Date, the Landlord must refund to the Tenant the proportion (calculated on a daily basis) of any Annual Rent (and any VAT paid in respect of it) paid in advance by the Tenant for the period from but excluding the Break Date up to but excluding the next Rent Payment Date.

45. Breach of repair and maintenance obligation

45.1 The Landlord may enter the Property to inspect its condition and state of repair and give the Tenant a notice of any breach of any of the tenant covenants in this lease relating to the condition or repair of the Property.

45.2 Following the service of a notice pursuant to clause 45.1, the Landlord may enter the Property and carry out the required works if the Tenant:

- (a) has not begun any works required to remedy any breach specified in that notice within two months of the notice or, if works are required as a matter of emergency, immediately; or
- (b) is not carrying out the required works with all due speed.

45.3 The costs incurred by the Landlord in carrying out any works pursuant to clause 45.2 (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand.

45.4 Any action taken by the Landlord pursuant to this clause 45 shall be without prejudice to the Landlord's other rights (including those under clause 38).

46. Notices

46.1 Except where this lease specifically states that a notice need not be in writing, any notice given under or in connection with this lease shall be in writing and given:

- (a) by hand:
 - (i) if the party is a company incorporated in the United Kingdom, at that party's registered office address;
 - (ii) if the party is a company not incorporated in the United Kingdom, at that party's principal place of business in the United Kingdom; or
 - (iii) in any other case, at that party's last known place of abode or business in the United Kingdom; or
- (b) by pre-paid first-class post or other next working day delivery service:
 - (i) if the party is a company incorporated in the United Kingdom, at that party's registered office address;

- (ii) if the party is a company not incorporated in the United Kingdom, at that party's principal place of business in the United Kingdom; or
 - (iii) in any other case, at that party's last known place of abode or business in the United Kingdom.
- 46.2 If a notice complies with the criteria in clause 46.1, whether or not this lease requires that notice to be in writing, it shall be deemed to have been received if:
 - (a) delivered by hand, at the time the notice is left at the proper address; or
 - (b) sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting.
- 46.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 47. Consents and approvals**
- 47.1 Where the consent of the Landlord is required under this lease, a consent shall only be valid if it is given by deed unless:
 - (a) it is given in writing and signed by the Landlord or a person duly authorised on its behalf; and
 - (b) it expressly states that the Landlord waives the requirement for a deed in that particular case.
- 47.2 If a waiver is given pursuant to clause 47.1, it shall not affect the requirement for a deed for any other consent.
- 47.3 Where the approval of the Landlord is required under this lease, an approval shall only be valid if it is in writing and signed by or on behalf of the Landlord unless:
 - (a) the approval is being given in a case of emergency; or
 - (b) this lease expressly states that the approval need not be in writing.
- 47.4 If the Landlord gives a consent or approval under this lease, the giving of that consent or approval shall not:
 - (a) imply that any consent or approval required from a third party has been obtained; or
 - (b) obviate the need to obtain any consent or approval from a third party.
- 47.5 Where the Tenant requires the consent or approval of the Superior Landlord or any mortgagee to any act or omission under this lease, then (subject to clause 1.12) at the cost of the Tenant the Landlord must use reasonable endeavours to obtain that consent or approval.

47.6 Where:

- (a) the consent of the Superior Landlord or a mortgagee is required under this lease, a consent shall only be valid if it would be valid as a consent given under the terms of the Superior Lease or mortgage; or
- (b) the approval of the Superior Landlord or a mortgagee is required under this lease, an approval shall only be valid if it would be valid as an approval given under the terms of the Superior Lease or mortgage.

48. Expert determination

- 48.1 This clause 48 applies in relation to any matter referred to an Expert for determination pursuant to the terms of this lease.
- 48.2 The Landlord and Tenant shall agree on the appointment of an Expert and shall agree with the Expert the terms of their appointment.
- 48.3 If the Landlord and Tenant are unable to agree on an Expert or the terms of their appointment within ten working days of either party serving details of a suggested expert on the other, either party shall then be entitled to request the President to appoint an Expert and agree with the Expert the terms of appointment.
- 48.4 The Expert shall be required to prepare a written decision including reasons and give notice (including a copy) of the decision to the parties within a maximum of ten working days of the matter being referred to the Expert.
- 48.5 If the Expert dies or becomes unwilling or incapable of acting, or does not deliver the decision within the time required by this clause, then:
- (a) either party may apply to the President to discharge the Expert and to appoint a replacement Expert with the required expertise; and
 - (b) this clause 48 shall apply to the new Expert as if they were the first Expert appointed.
- 48.6 The parties are entitled to make submissions to the Expert including oral submissions and must provide (or procure that others provide) the Expert with such assistance and documents as the Expert reasonably requires for the purpose of reaching a decision.
- 48.7 The Expert shall act as an expert and not as an arbitrator. The Expert shall determine the matter referred to the Expert under this lease. The Expert may award interest as part of their decision. The Expert's written decision on the matters referred to them shall be final and binding on the parties in the absence of manifest error or fraud.
- 48.8 The Landlord and Tenant must bear their own costs in relation to the reference to the Expert.

- 48.9 The Landlord and Tenant must bear the Expert's fees and any costs properly incurred by them in arriving at their determination (including any fees and costs of any advisers appointed by the Expert) equally or in such other proportions as the Expert shall direct.
- 48.10 If either the Landlord or the Tenant does not pay its part of the Expert's fees and expenses within ten working days of demand by the Expert, then:
- (a) the other party may pay instead; and
 - (b) the amount so paid shall be a debt of the party that should have paid and shall be due and payable on demand to the party that made the payment pursuant to clause 48.10(a).
- 48.11 The Landlord and Tenant must act reasonably and co-operate to give effect to the provisions of this clause and otherwise do nothing to hinder or prevent the Expert from reaching their determination.

49. Disputes under the Superior Lease

Notwithstanding the other terms of this lease, if any dispute, issue, question or matter arising out of or under or relating to the Superior Lease also affects or relates to the provisions of this lease, the determination of that dispute, issue, question or matter pursuant to the provisions of the Superior Lease shall be binding on the Tenant as well as the Landlord for the purposes both of the Superior Lease and this lease provided that this provision shall not apply to the provisions for the review of Annual Rent payable under this lease.

50. VAT

- 50.1 All sums payable by either party under or in connection with this lease are exclusive of any VAT that may be chargeable.
- 50.2 A party to this lease must pay VAT in respect of all taxable supplies made to that party in connection with this lease on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.
- 50.3 Every obligation on either party, under or in connection with this lease, to pay any sum by way of a refund or indemnity, includes an obligation to pay an amount equal to any VAT incurred on that sum by the receiving party (except to the extent that the receiving party obtains credit for such VAT).
- 50.4 The Tenant warrants that it does not intend or expect that the Property will become exempt land (within paragraph 12 of Schedule 10 to the Value Added Tax Act 1994) and that the purposes for which the Property are or are to be used will not affect the application or effect of any option to tax made by the Landlord in respect of the Property.

51. Joint and several liability

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

52. Entire agreement

52.1 This lease and any documents annexed to it constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to their subject matter.

52.2 Each party acknowledges that in entering into this lease and any documents annexed to it it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently).

52.3 Nothing in this lease constitutes or shall constitute a representation or warranty that the Property may lawfully be used for any purpose allowed by this lease.

52.4 Nothing in this clause shall limit or exclude any liability for fraud.

53. Charities Act 2011

The Property will, as a result of this lease, be held by (or in trust for) Swindon Model Railway Club, a non-exempt charity, and the restrictions on disposition imposed by sections 117 to 121 of the Charities Act 2011 will apply to the land (subject to section 117(3) of that Act).

54. Contracts (Rights of Third Parties) Act 1999

This lease does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this lease.

55. Governing Law

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

56. Jurisdiction

Subject to clause 48, each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this lease or its subject matter or formation.

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

Schedule 1 Property

- 1.1 The premises known as the Pavilion located wholly within the Building and shown edged red on the Property Plan, including:
- (a) the whole of any non-structural walls and columns wholly within the Property;
 - (b) one-half severed vertically of any interior non-structural walls and columns separating the Property from the Excluded Part;
 - (c) the interior plaster and other interior surface finishes on the:
 - (i) exterior non-structural walls and columns bounding the Property;
 - (ii) interior non-structural walls and columns separating the Property from the Excluded Part; and
 - (iii) structural walls and columns within or bounding the Property;
 - (d) the plaster and other surface finishes on the ceilings within the Property;
 - (e) the floor screed and other surface finishes on the floors within the Property;
 - (f) the doors, door frames and fittings within all the walls within and bounding the Property;
 - (g) the floors and ceilings within the Property;
 - (h) the windows, window frames and fittings within the interior and exterior walls bounding the Property;
 - (i) all Service Media and any other media, plant, machinery and equipment within but not exclusively serving the Property;
 - (j) all Service Media and any other media, plant, machinery and equipment within and exclusively serving the Property;
 - (k) all landlord's fixtures and fittings within the Property;
 - (l) all additions and improvements to those premises; and
 - (m) except for those which separate the Property from the Excluded Part, the whole of the:
 - (i) exterior non-structural walls and columns bounding the Property; and
 - (ii) structural walls and columns within or bounding the Property;

Schedule 2 Rights

2. In common with the Landlord and any other person authorised by the Landlord or Superior Landlord, the Landlord grants to the Tenant the following easements (for the benefit of the Property) and the following other rights:
 - 2.1 The right to support and protection for the Property from the Retained Parts to the extent that the Retained Parts provides support and protection to the Property at the date of this lease.
 - 2.2 The right to permit the members of the Model Railway Club to pass and re-pass over the Footpath for the purpose of access to and egress from the Property.
 - 2.3 Notwithstanding paragraph 2 of Schedule 1, the right to permit the members of the Model Railway Club to park vehicles in the Car Park during the time at which said members are attending the Property, save that the right to park a vehicle shall be subject to their being sufficient available Parking Spaces within the Car Park.
 - 2.4 The right to permit the members of the Model Railway Club to pass and re-pass both on foot and by vehicle over the Car Park for the purpose of access between the public highway and Footpath.
 - 2.5 The right to permit the members of the Model Railway Club to pass and re-pass on foot over the Retained Parts for the purpose of egress from the Property in the case of an emergency.
3. The right set out in paragraph 1.3 of Schedule 1:
 - (a) is subject always to the Tenant using all reasonable endeavours to ensure that its members exercise that right so as not to cause nuisance to the Landlord or any neighbouring residents and the provisions of Clause 20 of this lease; and
 - (b) may be rescinded at any time by the Landlord, having given five working days' notice, should the obligations in paragraph 2(a) of Schedule 1 or Clause 20 of this lease be breached by the Tenant.

Schedule 3 Reservations

1. Subject to paragraph 2 and paragraph 3 of this Schedule, the Landlord excepts and reserves from this lease the following easements (for the benefit of the Excluded Part and Retained Parts) and the following other rights:
 - 1.1 Rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the Term.
 - 1.2 The right to enter the Property for any other purpose mentioned in or connected with:
 - (a) this lease;
 - (b) the Superior Lease and the Superior Landlord's interest in the Property;
 - (c) the Reservations; or
 - (d) the Landlord's interest in the Property, Excluded Part or Retained Parts or any neighbouring or adjoining property in which the Landlord acquires an interest during the Term.
 - 1.3 The right to:
 - (a) use and connect into Service Media at the Property which are in existence at the date of this lease or which are installed or constructed during the Term;
 - (b) install and construct Service Media at the Property to serve the Excluded Part, Retained Parts or any neighbouring or adjoining property in which the Landlord acquires an interest during the Term; and
 - (c) re-route and replace any Service Media referred to in this paragraph.
 - 1.4 At any time during the Term, the full and free right to build, rebuild, alter or develop the Excluded Part, Retained Parts or any neighbouring or adjoining property in which the Landlord acquires an interest during the Term as the Landlord may think fit.
 - 1.5 The right to allow a third party to hire out a field on the Retained Parts irrespective of the impact this may have on the Rights.
 - 1.6 The right to allow a third party to connect into the Service Media serving the Property in conjunction with the hiring out of a field pursuant to paragraph 1.5 of Schedule 2 of this lease provided that meter readings are taken to ensure that the Utility Costs for that period are appropriately adjusted so as to ensure that the Tenant is not liable for the costs incurred by that third party.
2. The Reservations:
 - 2.1 Are excepted and reserved notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them result in a reduction in the flow of light or air to the Property or loss of amenity for the Property provided that they do not materially adversely affect the use and enjoyment of the Property for the Permitted Use.

- 2.2 May be exercised by:
- (a) the Landlord;
 - (b) the Superior Landlord;
 - (c) anyone else who is or becomes entitled to exercise them; and
 - (d) anyone authorised by the Landlord or the Superior Landlord.
- 2.3 Are excepted and reserved to the extent possible for the benefit of any neighbouring or adjoining property in which the Landlord or Superior Landlord acquires an interest during the Term.
3. No party exercising any of the Reservations, nor its workers, contractors, agents and professional advisers, shall be liable to the Tenant or to any undertenant or other occupier of or person at the Property for any loss, damage, injury, nuisance or inconvenience arising by reason of its exercising any of the Reservations except for:
- 3.1 Physical damage to the Property.
- 3.2 Any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.

Schedule 4 Third Party Rights

1. All easements and other rights, covenants and restrictions affecting the Property and any land over which the Rights are granted including those set out or referred to in the register entries of WT169780 or WT305988 as at the date of this lease.

Schedule 5 Rent review

Part 1 Definitions

Part 1 Definitions

The following definitions apply in this Schedule 1.

Assumptions: the assumptions set out in Part 2 of this Schedule 1.

Disregards: the disregards set out in Part 3 of this Schedule 1.

Hypothetical Lease: the lease described in Part 4 of this Schedule 1.

Open Market Rent: the best annual rent (exclusive of VAT) at which the Property could reasonably be expected to be let:

- a) in the open market;
- b) at the relevant Review Date; and
- c) applying the Assumptions and Disregards.

Review Dates: every second anniversary of this lease.

Shortfall Payment Date: the date which is ten working days from and including the date that the revised Annual Rent is agreed or determined.

Part 2 Assumptions

1. The matters to be assumed are:
 - 1.1 The Property is available to let in the open market:
 - (a) on the terms of the Hypothetical Lease;
 - (b) by a willing landlord to a willing tenant;
 - (c) with vacant possession; and
 - (d) without a fine or a premium.
 - 1.2 The willing tenant has had the benefit of any rent-free or other concession or contribution which would be offered in the open market at the Relevant Review Date in relation to fitting-out works at the Property.
 - 1.3 The Property may lawfully be used, and is in a physical state to enable it to be lawfully used, by the willing tenant (or any potential undertenant or assignee of the willing tenant) for any use permitted by this lease.
 - 1.4 The Tenant and the Landlord have fully complied with their obligations in this lease.
 - 1.5 If the Property or any means of access to it or any Service Media serving the Property has been destroyed or damaged, it has been fully restored.

- 1.6 No work has been carried out on the Property that has diminished its rental value.
- 1.7 Any fixtures, fittings, machinery or equipment supplied to the Property by the Landlord that have been removed by or at the request of the Tenant, or any undertenant or their respective predecessors in title (otherwise than to comply with any law) remain at the Property.

Part 3 Disregards

- 1. The matters to be disregarded are:
 - 1.1 Any effect on rent of the fact that the Tenant or any authorised undertenant has been in occupation of the Property.
 - 1.2 Any goodwill attached to the Property by reason of any business carried out there by the Tenant or by any authorised undertenant or by any of their predecessors in business.
 - 1.3 Any effect on rent attributable to any physical improvement to the Property carried out before or after the date of this lease (including any physical improvement to any Service Media servicing the Property), by or at the expense of the Tenant or any authorised undertenant with all necessary consents, approvals and authorisations and not pursuant to an obligation to the Landlord (other than an obligation to comply with any law).
 - 1.4 Any effect on rent of any obligation on the Tenant to fit-out the Property or to reinstate the Property to the condition or design it was in before any alterations or improvements were carried out.
 - 1.5 Any works conducted by the Tenant pursuant to a Licence for Alterations granted by the Landlord.

Part 4 Hypothetical Lease

- 1. A lease:
 - 1.1 Of the whole of the Property.
 - 1.2 For a term equal to the unexpired residue of the Contractual Term at the Relevant Review Date commencing on the Relevant Review Date.
 - 1.3 Otherwise on the terms of this lease (other than the amount of the Annual Rent).

Part 5 Review of the Annual Rent

1. Review

- 1.1 The Annual Rent shall be reviewed on the Relevant Review Date to equal:

- (a) the amount agreed between the Landlord and Tenant at any time (whether or not that amount is the Open Market Rent); or
 - (b) in the absence of such agreement, the greater of:
 - (i) the Annual Rent payable immediately before the Relevant Review Date (or which would then be payable but for any abatement, suspension, concession or reduction of the Annual Rent or restriction on the right to collect it); and
 - (ii) the Open Market Rent agreed or determined pursuant to this Schedule 1.
- 1.2 The Landlord and Tenant may agree the revised Annual Rent at any time before it is determined by the Expert.
- 1.3 As soon as practicable after the amount of the revised Annual Rent has been agreed or determined, a memorandum recording the amount shall be signed by or on behalf of the Landlord, the Tenant and the guarantor. The parties shall each bear their own costs in connection with the memorandum.
- 2. Determination by the Expert**
- 2.1 If the Landlord and Tenant have not agreed the revised Annual Rent by the date three months before the Relevant Review Date, then either party may at any time refer the revised Annual Rent for determination by the Expert in accordance with this paragraph 2 of this Part of this Schedule. The Expert can be appointed in accordance with the terms of this lease irrespective of whether the Landlord and Tenant have tried to first reach an agreement on the revised Annual Rent.
- 2.2 The Landlord and Tenant shall agree on the appointment of an Expert and shall agree with the Expert the terms of their appointment.
- 2.3 If the Landlord and Tenant are unable to agree on an Expert or the terms of their appointment within ten working days of either party serving details of a suggested expert on the other, either party shall then be entitled to request the President to appoint an Expert and agree with the Expert the terms of appointment.
- 2.4 The Expert shall be required to prepare a written decision including reasons and give notice (including a copy) of the decision to the parties within a maximum of ten working days of the matter being referred to the Expert.
- 2.5 If the Expert dies or becomes unwilling or incapable of acting, or does not deliver the decision within the time required by this paragraph, then:
 - (a) either party may apply to the President to discharge the Expert and to appoint a replacement Expert with the required expertise; and
 - (b) this paragraph 2 of this Part of this Schedule shall apply to the new Expert as if they were the first Expert appointed.

- 2.6 The parties are entitled to make submissions to the Expert including oral submissions and must provide (or procure that others provide) the Expert with such assistance and documents as the Expert reasonably requires for the purpose of reaching a decision.
- 2.7 The Expert shall act as an expert and not as an arbitrator. The Expert shall determine the matter referred to the Expert under this lease. The Expert may award interest as part of their decision. The Expert's written decision on the matters referred to them shall be final and binding on the parties in the absence of manifest error or fraud.
- 2.8 The Landlord and Tenant must bear their own costs in relation to the reference to the Expert.
- 2.9 The Landlord and Tenant must bear the Expert's fees and any costs properly incurred by them in arriving at their determination (including any fees and costs of any advisers appointed by the Expert) equally or in such other proportions as the Expert shall direct.
- 2.10 If either the Landlord or the Tenant does not pay its part of the Expert's fees and expenses within ten working days of demand by the Expert, then:
- (a) the other party may pay instead; and
 - (b) the amount so paid shall be a debt of the party that should have paid and shall be due and payable on demand to the party that made the payment pursuant to paragraph 2.10(a) of this Part of this Schedule.
- 2.11 The Landlord and Tenant must act reasonably and co-operate to give effect to the provisions of this paragraph and otherwise do nothing to hinder or prevent the Expert from reaching their determination.

3. Late review of Annual Rent

- 3.1 If the revised Annual Rent has not been agreed or determined on or before the Relevant Review Date, the Tenant must:
- (a) continue to pay the Annual Rent at the rate payable immediately before that Relevant Review Date; and
 - (b) on or before the Shortfall Payment Date, pay:
 - (i) the shortfall (if any) between the amount of Annual Rent that the Tenant has paid for the period from and including that Relevant Review Date and the amount of Annual Rent for that period that would have been payable had the revised Annual Rent been agreed or determined on or before that Relevant Review Date; and
 - (ii) interest at the Interest Rate on that shortfall. That interest shall be calculated on a daily basis by reference to the Rent Payment Dates on which parts of the shortfall would have been payable if the revised Annual Rent had been agreed or determined on or before that Relevant Review Date and the Shortfall Payment Date (or, if the

Tenant pays the shortfall earlier than the Shortfall Payment Date, the date of that payment).

4. Time not of the essence

4.1 Time is not of the essence for the purposes of this Schedule 1.

5. Guarantor

5.1 If at any time there is a guarantor, the guarantor shall not have any right to participate in the review of the Annual Rent but will be bound by the revised Annual Rent.

5.2 in the review of the Annual Rent but will be bound by the revised Annual Rent.

Schedule 6 Insurance

1. Landlord's obligation to insure

- 1.1 Subject to paragraph 1.2 and paragraph 1.3 of this Schedule, the Landlord must insure (and keep insured):
- (a) the Building under the terms of the Superior Lease; and
 - (b) loss of Annual Rent from the Property for three years.
- 1.2 The Landlord shall not be obliged to insure:
- (a) the Excluded Insurance Items or repair any damage to or destruction of the Excluded Insurance Items. References to the Property in this Schedule 5 shall exclude the Excluded Insurance Items;
 - (b) any alterations to the Property that form part of the Property unless:
 - (i) those alterations are permitted or required under this lease;
 - (ii) those alterations have been completed in accordance with this lease and (where applicable) in accordance with the terms of any consent or approval given under this lease; and
 - (iii) the Tenant has notified the Landlord of the amount for which those alterations should be insured and provided evidence of that amount that is satisfactory to the Landlord (acting reasonably); or
 - (c) the Property when the insurance is vitiated by any act or omission of the Tenant or any Authorised Person.
- 1.3 The Landlord's obligation to insure is subject to any limitations, excesses and conditions that may be imposed by the insurers.

2. Landlord to provide insurance details

- 2.1 In relation to any insurance effected by the Landlord under this Schedule 5, the Landlord must:
- (a) at the request of the Tenant (such request not to be made more frequently than once a year) supply the Tenant with:
 - (i) full details of the insurance policy;
 - (ii) evidence of payment of the current year's premiums; and
 - (iii) details of any commission paid to the Landlord by the Landlord's insurer;
 - (b) procure that the Tenant is informed of any change in the scope, level or terms of cover as soon as reasonably practicable.

3. Tenant's obligations

3.1 The Tenant must pay to the Landlord on demand:

- (a) the Insurance Rent;
- (b) a fair proportion of any amount that is deducted or disallowed by the insurers pursuant to any excess provision in the insurance policy; and
- (c) a fair proportion of any costs that the Landlord incurs in obtaining a valuation of the Property for insurance purposes.

3.2 The Tenant must:

- (a) immediately inform the Landlord if any matter occurs in relation to the Tenant or the Property that any insurer or underwriter may treat as material in deciding whether or on what terms to insure or to continue to insure the Building and must also give the Landlord notice of that matter;
- (b) not do or omit to do anything as a result of which:
 - (i) any insurance policy for the Building may become void or voidable or otherwise prejudiced;
 - (ii) the payment of any policy money may be withheld; or
 - (iii) any increased or additional insurance premium may become payable (unless the Tenant has previously notified the Landlord and has paid any increased or additional premium (including any IPT due on that amount));
- (c) comply at all times with the requirements and recommendations of the insurers relating to the Building;
- (d) give the Landlord immediate notice of the occurrence of:
 - (i) any damage or loss relating to the Property arising from an Insured Risk or an Uninsured Risk; or
 - (ii) any other event that might affect any insurance policy relating to the Property;
- (e) except for the Excluded Insurance Items, not effect any buildings insurance of the Property but, if the Tenant becomes entitled to the benefit of any buildings insurance proceeds in respect of the Property, pay those proceeds or cause them to be paid to the Landlord;
- (f) pay the Landlord an amount equal to any insurance money that the insurers of the Property refuse to pay in relation to the Property by reason of any act or omission of the Tenant or any Authorised Person; and
- (g) insure (and keep insured) against public liability of the Tenant in relation to the Property in such amount as the Landlord shall reasonably consider appropriate and, at the request of the Landlord, supply the Landlord with:
 - (i) full details of that insurance policy; and

- (ii) evidence of payment of the current year's premiums.

4. Rent suspension

- 4.1 Subject to paragraph 4.2 of this Schedule, if any Building Damage by an Insured Risk occurs, payment of the Annual Rent (or a fair proportion of it according to the nature and extent of that Building Damage) shall be suspended until the earlier of:
- (a) the date on which the Property has been reinstated so that it is fit for occupation and use; and
 - (b) the date which is three years from and including the date on which that Building Damage occurred.
- 4.2 The Annual Rent shall not be suspended under paragraph 4.1 of this Schedule if the Building Damage is caused by:
- (a) an Insured Risk and:
 - (i) the policy of insurance in relation to the Property has been vitiated in whole or in part as a result of any act or omission of the Tenant or any Authorised Person; and
 - (ii) the Tenant has not complied with paragraph 3.2(f) of this Schedule.

5. Landlord's obligation to reinstate following damage or destruction by an Insured Risk

- 5.1 Following any damage to or destruction of the Building by an Insured Risk, the Landlord must:
- (a) use reasonable endeavours to obtain all necessary planning and other consents to enable the Landlord to reinstate the Building; and
 - (b) reinstate the Building except that the Landlord shall not be obliged to:
 - (i) reinstate unless all necessary planning and other consents are obtained;
 - (ii) reinstate unless the Tenant has paid the sums due under paragraph 3.1(b) and paragraph 3.2(f) of this Schedule;
 - (iii) provide accommodation or facilities identical in layout or design so long as accommodation reasonably equivalent to that previously at the Property is provided; or
 - (iv) reinstate after a notice to terminate has been served pursuant to this Schedule 5.
- 5.2 If the Landlord is obliged to reinstate the Building pursuant to paragraph 5.1(b) of this Schedule, the Landlord must:

- (a) use all insurance money received (other than for loss of rent) and all sums received under paragraph 3.1(b) and paragraph 3.2(f) of this Schedule for the purposes of that reinstatement; and
- (b) make up any shortfall out of its own funds.

6. Termination if reinstatement impossible or impractical following Property Damage by an Insured Risk

- 6.1 Following Building Damage by an Insured Risk or an Uninsured Risk, if the Landlord (acting reasonably) considers that it is impossible or impractical to reinstate the Property, the Landlord may terminate this lease by giving notice to the Tenant within six months from and including the date on which that Building Damage occurred.

7. Termination if reinstatement not complete by expiry of rent suspension

- 7.1 If Building Damage by an Insured Risk or an Uninsured Risk (where the Landlord elected to reinstate under the terms of this Schedule) occurs and the Property has not been reinstated so as to make it fit for occupation and use by the date which is three years after the date on which that Building Damage occurred, either party may at any time thereafter terminate this lease by giving notice to the other provided that:
- (a) such notice is served before the relevant parts of the Building have been reinstated so as to make it fit for occupation and use; and
 - (b) where the Tenant serves the notice, the failure to reinstate so that the Property is fit for occupation and use is not caused by a breach of the Tenant's obligations under clause 13 or this Schedule 5.

8. Consequences of termination

- 8.1 If either party gives a notice to terminate this lease in accordance with this Schedule 5:
- (a) this lease shall terminate with immediate effect from the date of the notice;
 - (b) none of the parties shall have any further rights or obligations under this lease except for the rights of any party in respect of any earlier breach of this lease; and
 - (c) any proceeds of the insurance for the Building shall belong to the Landlord.

Executed as a Deed by the said

Wroughton Parish Council

Acting by two authorised signatories in the presence of a witness

Signatory 1 :

Print Name :

In the presence of

Witness signature :

Witness name :

Witness address :

.....
.....

Signatory 2 :

Print Name :

In the presence of

Witness signature :

Witness name :

Witness address :

.....
.....

Executed as a Deed by the said

Swindon Model Railway Club

Acting by two Trustees in the presence of a witness

Trustee :

Print Name :

In the presence of

Witness signature :

Witness name :

Witness address :

ANNEX A Superior Lease

2046

RENTS AND OTHER INCOME RECOVERABLE UNDER LEASES AND AGREEMENTS

Ref: BVRJS258811

To: CHIEF FINANCE & PROPERTY OFFICER 1 for Emily King
1 for Brian King

From: HEAD OF LEGAL AND ADMINISTRATION

To: PROPERTY MANAGER AND VALUER

Date: 2nd February 1998

Ref: CMWGen89\A\D9

1. Authorising Minute or Form B Authority Holding Committee	Minute 42 - Leisure Services - September 1994	
2. Address or description of property or source of income (incl. site area where known):	Land at Maunsell Way, Wroughton	
3. (i) Name and address of Lessee or grantee:	(i) Wroughton Parish Council, Wroughton	
(ii) Address for account (if known to be different)	(ii) -	
4. (i) Commencement and term of Lease or agreement.	99 years from 29th January 1998	
(ii) Break clause when operative	(ii) Lease can be surrendered if the land is no longer required for recreational purposes.	
(iii) Date of lease or agreement	29th January 1998	
5. Areas of buildings	Refer to P.M.&V.	
6. (a) Rent or periodic payment:	£ 1.00 per annum (if demanded) exclusive payable in advance on (dates) 29th January payable from 29th January 1998	
(b) Interest rate payable on arrears of rent	(b) N/A	
(c) No of days after rent due day before interest can be demanded	(c) N/A	
(d) Period for reviews or details of agreed variation in rent:	(d) N/A	
(e) Interest rate payable on rent paid after a review	(e) N/A	
(f) Other income (e.g. insurance rechargeable):	(f) If tenants' income from the land exceeds expenditure then the Council are entitled to 50% of the difference.	
(g) Period of re-entry for non-payment	21	days
7. Income already received:-		
8. Responsibility for:- (a) Insurance (b) Maintenance	(a) Lessee (b) Full repairing	
9. Is lease "contracted out"	9 No	
10. Service charge review date	10 N/A	
11. Any further information	Copy Lease herewith for PM&V * Delete whichever is inapplicable	

FINANCE & PROPERTY	
29 JAN 1998	
REFERRED TO:	
COPY TO:	

Cards checked
Crown
9.2.98

031423

For completion by Financial Services
Insurance
Central File No
Periodic Income Reg Ref No
Rate Book Noted
Area of accommodation - details requested

Ref.

Initials

M.P. 548

Dated

29th January

1998

SWINDON BOROUGH COUNCIL

to

COPY

WROUGHTON PARISH COUNCIL

COUNTERPART/

Lease of land at
Maunsell Way
Wroughton
Swindon Wilts

S. P. Taylor
Head of Legal and Administration
Civic Offices
Swindon SN1 2JH

THIS LEASE is made the 29th day of January One thousand nine hundred and ninety eight BETWEEN SWINDON BOROUGH COUNCIL of Civic Offices Swindon SN1 2JH (hereinafter called "the Council" which expression shall where the context so admits include the person for the time being entitled to the reversion immediately expectant on the determination of the term hereby created) of the one part and the WROUGHTON PARISH COUNCIL of Wroughton in the said County of Wilts (hereinafter called "the Tenant" which expression shall where the context so admits include its successors in title) of the other part

WITNESSETH as follows:

1. THE Council hereby demises unto the Tenant ALL THOSE two pieces of land situate at Maunsell Way Wroughton in the County of Wilts for the purpose of identification only more particularly delineated on the plan annexed hereto and thereon edged red together with the buildings erected thereon (hereinafter called "the demised premises") Except and Reserved the rights in favour of the Council and all persons authorised by the Council set out in the Schedule hereto TO HOLD the same unto the Tenant from the 29th day of January One thousand nine hundred and ninety eight for the term of ninety-nine years PAYING therefor the yearly rent of One pound (it demanded) on the 29th day of January in each year the first payment to be made in the execution hereof

2. THE Tenant hereby covenants with the Council as follows:-

- (1) To pay the said rent hereby reserved on the days and in manner aforesaid and to pay all existing and future rates taxes assessments and outgoings payable in respect of the demised premises hereafter defined
- (2) Not to erect any additional buildings whatsoever upon the demised premises except with the previous written consent of the Council

- (3) At all times during the said term to keep the demised premises including all boundary fences in good and tenantable repair and condition including the repair of damage however caused to any part of the demised premises
- (4) To keep the demised premises in a clean and tidy condition and as often as necessary mow the grass and trim the hedges and maintain all trees in accordance with good arboricultural practice to the satisfaction of the Council
- (5) Not to do or permit or suffer anything to be done in or upon the demised premises which may be or become a nuisance or annoyance or cause damage or inconvenience to the Council or to the owners or occupiers of any neighbouring land or premises
- (6) Not (without the previous written consent of the Council) to fell cut down lop top or carry away any of the timber or other trees (if any) now growing or being or which shall at any time or times during the said term grow or be upon any part of the demised premises but to preserve the same trees and all hedges and underwood belonging to the demised premises from damage
- (7)(a) Forthwith to insure and keep insured at all times during the said term any buildings erected on the demised premises fully comprehensively in the full value thereof against loss or damage by water penetration fire explosion storm or tempest (including lightning) or aircraft or any article dropped from aircraft (in both cases other than hostile aircraft) and all other risks and perils as the Council may require in the joint names of the Council and the Tenant as may be required with Zurich Municipal or some other insurance office of repute approved by the Council (such approval not to be unreasonably withheld) in such sum to be approved from time to time in writing by the Council (such approval not to be unreasonably withheld) as for the time being shall be sufficient to cover the costs of completely reinstating the demised premises in the event of total destruction of the buildings and erections

comprised therein together with Architects' Surveyors' fees and other expenses incidental thereto

(b) Promptly to pay all premiums and other moneys necessary for the said insurance

(c) Whenever so required to produce to the Council and its officers or agents a copy of the policy or policies of insurance and the receipt for the then current year's premium

(d) In the event of the demised premises or any part thereof at any time during the said term being destroyed or damaged by any of the perils hereinbefore mentioned then and as often as the same may happen to secure that all moneys payable by virtue of the insurance before referred to shall with all convenient speed and in conformity with the provisions of this Lease be laid out and applied in rebuilding repairing or otherwise reinstating the demised premises in a good and substantial manner and in case the moneys received in respect of the said insurance shall be insufficient for the purpose aforesaid to make good the deficiency out of the Tenants own moneys. Provided always that if the Tenant shall at any time fail to insure or keep the demised premises as aforesaid the Council may do all things necessary to effect and maintain such insurance and any moneys expended by the Council for that purpose shall be repayable by the Tenant to the Council on demand and be recoverable forthwith by the Council by action or by distress as if such moneys formed part of the rent payable hereunder

(e) Not knowingly to do or cause permit or suffer to be done anything which may render the policy or policies of insurance hereinbefore mentioned void or voidable nor anything which may render uninsurable the perils before mentioned

(8) To maintain a public liability policy of insurance and to indemnify the Council against all claims whatsoever by all persons whatsoever arising out of or in any way connected with the grant of this Lease and the use or misuse of the demised premises or any part thereof

(9) Not to assign underlet or part with or share with others the possession of the demised premises or any part thereof Provided that the sub-letting of the sports pavilion forming part of the demised premises to the local football team shall be deemed not to be a breach of this covenant subject to the form of underlease being approved by the Council

(10) To promote the use of the demised premises for recreational purposes including preservation of the use of the land for certain traditional annual events

(11) To produce to the Council on the 29th day of January in each year of the said term audited income and expenditure accounts relating to the demised premises and in the event of the Tenants income exceeding its expenditure in respect of the demised premises then the Council shall be entitled to receive fifty per cent of the difference within one month from the said 29th day of January in each year by way of an additional rent

(12) At the end or sooner determination of the said term to yield up to demised premises and all additions thereto and all fixtures and fittings therein repaired cleansed maintained painted and decorated in accordance with the Tenants covenants in that behalf herein contained and to remove make good or reinstate as the case may be all unauthorised additions alterations and rearrangements made by the Tenant

4. The Council hereby covenants with the Tenant that the Tenant paying the rent and performing and observing the covenants and conditions hereinbefore contained and on the part of the Tenant to be performed and observed shall during the said term quietly hold and enjoy the demised premises without interruption by the Council or any person lawfully claiming under or in trust for it

5. Provided always and it is hereby agreed as follows:-

(1) That if any part of the rent hereby reserved shall at any time be in arrear for twenty-one days (whether formally demanded or not) or if the Tenant shall neglect to

perform or observe any of the covenants or conditions herein contained and on its part to be observed and performed then and in any such case the Council may re-enter upon the demised premises or any part thereof in the name of the whole and henceforth hold and enjoy the same as if this Lease had not been granted but without prejudice to any right of action or remedy for any antecedent breach of covenants by the Tenant

(2) If at any time during the said term the Tenant no longer require the demised land for the purpose of providing public open space and public recreational facilities and subject to the demised premises having being maintained in accordance with sub clause (2)(3) and (4) hereof then it shall so inform the Council by notice and may require the Council to take a surrender of this Lease on the following terms:-

- a) the surrender shall take place within three months of the date of the said notice
- b) there will be a nil premium
- c) the Tenant shall pay the Borough Council's legal and other costs in connection with the surrender

(3) Any notice under this Lease shall be in writing and shall be sufficiently served on the Tenant if sent by pre paid post or left addressed to the Clerk of the Wroughton Parish Council for the time being at Wroughton in the County of Wilts and any notice to the Council shall be sufficiently served if sent in like manner to the Head of Legal and Administration for the time being of the Council

(4) If any dispute shall arise between the parties hereto in relation to any rights or liabilities hereunder the same shall be referred to arbitration pursuant to the Arbitration Acts 1950 to 1979 or any Act amending or replacing the same to a single arbitrator

(5) The Council certifies that this Deed falls within category L in the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987

(6) We hereby certify that there is no Agreement for Lease (or Tack) to which this Lease (or Tack) gives effect

IN WITNESS whereof the Council has hereto affixed its Common Seal and David Hayward and Francis Richard Hobbs being members of Wroughton Parish Council duly authorised to execute this Lease as a Deed the day and year first before written

The Schedule referred to:-

(Exceptions and reservations in favour of the Council)

1. A right to all existing sewers cables pipes and drains with the right for the Council its agents servants and contractors to enter onto the demised premises at all reasonable times (except in the case of emergency) to construct lay replace enlarge and divert any sewers cables pipes and drains Together with the right to use the same for all reasonable purposes Together with a right to enter onto the demised premises at all times to inspect repair maintain and cleanse any existing sewers cables pipes and drains and any sewers cables pipes and drains laid in pursuance of the rights hereby reserved the Council and the persons exercising the rights hereby granted causing or doing as little damage as possible and making good all damage or disturbance which may be so caused Together with the right for the Council to grant any easements or wayleaves through over or under the demised premises to enable any of the above rights to be exercised subject to prior consultation with the Tenant (except in case of emergency) in the event of a easement or wayleave being required to be entered into with a third party
2. A right for the purpose (if required) of surveying and/or of constructing and thereafter using on or through the demised land footpaths cycleways highway improvements and services causing as little damage or inconvenience as possible and making good any damage which may be so caused

SIGNED as a Deed and)

Delivered by the said)

DAVID HAYWARD)

in the presence of:-)

David Hayward

Witness ✓ *L. L. L. Barnes*

name x *L. L. A. BARNES*

address x *C ACRES HINTON PARVA
SWINDON WILTSHIRE SN4 0DH.*

occupation x *Financial Assistant - Wroughton Parish Council.*

SIGNED as a Deed and)

Delivered by the said)

FRANCIS RICHARD HOBBS)

in the presence of:-)

F R Hobbs

FRH

Witness x

name x

address x

occupation x

Julia A. Robins
JULIA A ROBINS
42 KENNET ROAD
WROUGHTON
SWINDON
SN4 9EA

clerk to Wroughton Parish Council

ANNEX B Property Plan



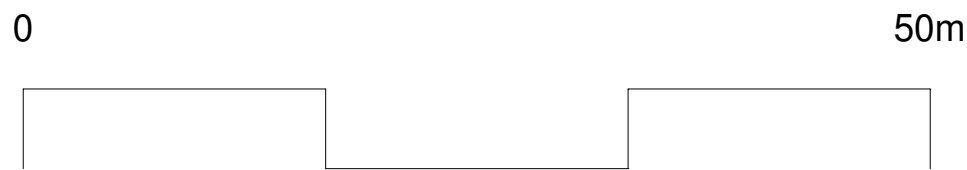
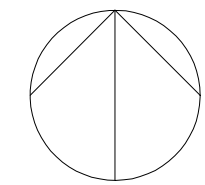
Notes

All dimensions must be checked on site
& not scaled from this drawing

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2018 OS 100019980 - base CAD drawing
provided by Planning Application Maps Ltd

NORTH



Retained land (green)

Car Park (blue)

Footpath (orange)

Entire Pavilion (purple)

Area of Pavilion to be let to
Model Railway Club
(edged in red & excluding WCs)

draft issue for review	20.12.24	sw	P1
Revisions	Date	by	Rev

Client
Wroughton Parish Council

Project
MAUNSELL WAY PAVILION Maunsell Way, Wroughton Swindon SN4 9JD
MARKED-UP PROPERTY PLAN AS EXISTING



STANHOPE WILKINSON ASSOCIATES
ARCHITECTS
40 Percy Street Oxford OX4 3AA
(01865) 883222
E-mail: steve@swa-architects.co.uk

Scales	1:250 @ A1 1:500 @ A3	Date	1.12.2024	by	SW
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Job No.	Drawing No.	Rev.
24467	001	P1

ANNEX C Building Plan

MAUNSELL WAY PAVILION

OUTLINE BUILDING PLAN



T

**MAUNSELL WAY PAVILION
FIRE ASSEMBLY POINT**

