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FORMULA A
DANNY SCHWARTZ
KEITH MACDONALD

DATED 8th January 2004

SEVENOAKS DISTRICT COUNCIL (1)

and

SEVENOAKS LEISURE CENTRE (2)

**COUNTERPART
AGREEMENT
FOR LEASE**

Relating to:
Premises forming part of
Whiteoaks Leisure Centre
London Road, Swanley, Kent

Vance Harris
3 Malvern House
199 Marsh Wall
Meridian Place
LONDON E14 9EY
Ref: 32/JL/SEV002/1
Date: 22nd December 2003

THIS COUNTERPART AGREEMENT is made the ^{8th}..... day of ^{February} 2004 BETWEEN:

- (1) **SEVENOAKS DISTRICT COUNCIL** of Council Offices Argyll Road Sevenoaks Kent TN13 1HE ('the Landlord') and
- (2) **SEVENOAKS LEISURE LIMITED** an Industrial and Provident Society registered on 11th December 2003 under registration number IP29665R whose registered office is at 66 London Road Sevenoaks Kent TN13 1AT ('the Tenant')

NOW IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

In this agreement the expressions defined in this clause 1 have the meanings given.

1.1 'The Completion Date'

'The Completion Date' means ten working days after the receipt of the Court Order.

1.2 'The Court Order'

'The Court Order' means an order of the court made pursuant to the Landlord and Tenant Act 1954 ('the Act') section 38(4) as amended by the Law of Property Act 1969 section 5 authorising the agreement between the Landlord and the Tenant in relation to the tenancy to be created by the Lease to be contained in clause 8 of the Lease excluding the provisions of sections 24-28, inclusive, of the Act in relation to that tenancy.

1.3 Gender and number

Words importing one gender are to be construed as importing any other gender; words importing the singular are to be construed as importing the plural and vice versa.

1.4 Headings

The clause, paragraph and schedule headings do not form part of this agreement and are not to be taken into account in its construction or interpretation.

1.5 Joint and several obligations

Where any party comprises more than one person, the obligations and liabilities of that party under this agreement are to be joint and several obligations and liabilities of those persons.

1.6 Interpretation of 'the Landlord'

'The Landlord' includes the Landlord's successors in title to the Premises, and any other person who is at any time entitled to the reversion immediately expectant on the term agreed to be granted by this agreement.

1.7 Interpretation of 'the Tenant'

'The Tenant' does not include the personal representatives of the Tenant or any successors in title of the Tenant.

1.8 'The Lease'

'The Lease' means a lease of the Premises for a term of Twenty Five years commencing on the Completion Date at a rent of one peppercorn

1.9 'The Premises'

'The Premises' means the premises described in the draft lease annexed to this agreement

1.10 References to clauses, paragraphs and schedules

Any reference in this agreement to a clause, subclause, paragraph, subparagraph or schedule without further designation is to be construed as a reference to the clause, subclause, paragraph, subparagraph or schedule of this agreement so numbered.

2 COURT ORDER

2.1 Application for the Court Order

The parties must immediately make to the Tunbridge Wells County Court an application for the Court Order, to be in the form of the draft application as is reasonably prescribed by the landlord, and must use all reasonable endeavours to obtain the Court Order.

2.2 Notice to terminate if the Court Order is not made

If, for any reason, the Court Order has not been made within the period of two months immediately following the date of this agreement, either party may at the end of that period or at any time subsequently before the Court Order has been made serve on the other a notice invoking the provisions of clause 2.3.

2.3 Termination

On service of notice pursuant to clause 2.2, and notwithstanding anything to the contrary contained or implied elsewhere in this agreement, this agreement—and without prejudice to any pre-existing right of action of any party in respect of any breach by any other party of his obligations under this agreement—is to determine immediately and cease to have effect, and the parties are to be released from any further liability under this agreement and the Tenant shall immediately vacate the Premises.

3 GRANT AND COMPLETION

3.1 Grant and acceptance

The Landlord must grant the Lease, and the Tenant must accept the Lease and execute a counterpart of it.

3.2 Preparation of documents

The Lease and the counterpart are to be prepared by the Landlord's solicitors

3.3 Completion

The Lease must be completed on the Completion Date at the offices of the Landlord's solicitors or at any other place the Landlord's solicitors may reasonably require.

3.4 Notice to complete

At any time on or after the Completion Date either the Landlord or the Tenant, being ready, able and willing to complete the Lease and perform his other obligations under this agreement, may, but without prejudice to any other available right or remedy, by notice to the other ('a notice to complete'), invoke the provisions of clause 3.5.

3.5 Completion on notice

The Lease must be completed within ten working days after service of a notice to complete and the parties must perform their other obligations under this agreement. Time is to be of the essence of this provision.

4 VACANT POSSESSION OCCUPATION AND APPLICATION OF THE LEASE

4.1 Vacant possession

Vacant possession of the Premises has been given to the Tenant on 1st January 2004 and the Tenant shall be entitled immediately to take occupation of and have possession of the Premises.

4.2 Compliance with terms of the Lease

Whether or not the Tenant takes occupation of the Premises immediately in accordance with the provisions of clause 4.1 the Parties shall be bound by and shall perform and observe the covenants conditions and other provisions to be contained in the Lease and on their respective parts to be performed and observed in like manner as if the Lease has been granted on the date of this Agreement.

5 DAMAGE TO THE PREMISES

No damage to or destruction of the Premises or any part of them or the means of access to them, occurring after the date of this agreement, however occasioned, is to affect the obligations of the parties under this agreement in any way.

6 TITLE AND CONDITION

6.1 Landlord's title

The Tenant must assume the right of the Landlord to grant the Lease and may not require any evidence of the Landlord's title to the Premises, or raise any objection, requisition or enquiry in respect of it.

6.2 The subjections

The Premises are to be demised subject to the matters set out or referred to in the draft Lease annexed and, the Tenant or his solicitors having been supplied with all information the Landlord has concerning such matters, the Tenant has entered into this agreement with notice of them and may raise no objection, requisition or enquiry in respect of them.

6.3 Notice of state and condition

The Tenant has entered into this agreement with notice of the actual state and condition of the Premises and must take the Premises as they are.

7 RESTRICTIONS

7.1 Definition of 'restrictions'

In this clause, references to 'restrictions' are references to all matters affecting the Premises or their use registered or capable of registration as local land charges, and all notices, charges, orders, resolutions, demands, proposals, requirements, restrictions, agreements, directions or other matters affecting the Premises or their use, served or made by a local or other competent authority, or otherwise arising under a statute or a regulation or order made under a statute.

7.2 Demise subject to restrictions

The Premises are to be demised subject to any restrictions in existence at the date of this agreement or arising at any later date.

7.3 Warranties excluded

No representation is made or warranty given by the Landlord as to whether or not any restrictions exist, or as to the permitted use of the Premises for planning purposes, or as to whether in other respects the Premises comply with any restrictions.

8 MISREPRESENTATIONS

8.1 No authorised representations

Except as provided in clause 8.2, no agent, adviser or other person acting for the Landlord has at any time been authorised by the Landlord to make to the Tenant or to any agent, adviser or other person acting for the Tenant any representation whatever, whether written, oral or implied, relating to the Premises or to any matter contained or referred to in this agreement.

8.2 Immaterial errors

No immaterial error, omission or misstatement in this agreement or in any plan referred to in this agreement or in any statement made by any person before the making of this agreement is in any way to affect the obligations of the parties under this agreement or entitle any party to damages or compensation.

9 ASSIGNMENT OF BENEFIT PROHIBITED

The Tenant must not assign, sublet, charge or otherwise deal with the benefit of this agreement in whole or in part, and the Landlord need not grant the Lease to any person other than the Tenant.

10 EXCLUSION OF THIRD PARTY RIGHTS

Nothing in this Agreement is intended to confer any benefit on any person who is not a party to it.

11 INCORPORATION CONDITIONS OF SALE

The Standard Conditions of Sale (3rd Edition) shall apply to this Agreement and are incorporated in it so far as they are applicable to the grant of a lease and are not varied by or inconsistent with the terms of this Agreement.

12 NOTICES

12.1 Form and service

Any notice or other communication given or made in accordance with this agreement must be in writing and may, in addition to any other effective mode of service, be sent by registered or recorded delivery post to the relevant party either at the address of that party shown on the first page of this agreement or at any other address he from time to time notifies to the other party as being his address for service for the purposes of this agreement.

12.2 Service on solicitors

Any notice or other communication given by or to any party in accordance with this agreement may be given by or to that party's solicitors.

13 MERGER EXCLUDED

To the extent that they remain to be observed and performed, all the provisions of this agreement are to continue in full force and effect notwithstanding completion of the Lease.

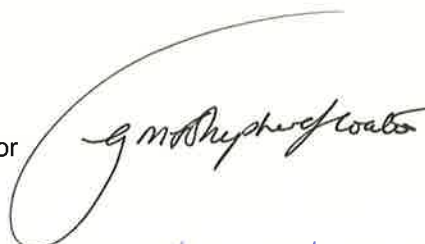
14 NATURE OF THIS AGREEMENT

This Agreement is a deed and has been executed by the parties to it as a deed.

IN WITNESS whereof this Agreement has been executed by the parties as a deed the day and year first above written

EXECUTED AS A DEED BY
SEVENOAKS LEISURE LIMITED
acting by its:

Director



Director/Secretary



DATED

2004

(1) SEVENOAKS DISTRICT COUNCIL

(2) SEVENOAKS LEISURE LIMITED

**LEASE
of
Whiteoak Leisure Centre
London Road
Swanley
Kent**

**Vance Harris
3 Malvern House
199 Marsh Wall
Meridian Gate
London E14 9YT**

**Ref: 32/JL/SEV002/1
Date: 22 December 2003**

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THIS LEASE made on the date stated in the Particulars **BETWEEN** the Parties specified in the Particulars **WITNESSES** in consideration of the rents and covenants hereinafter reserved and contained as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this lease unless the context otherwise requires the terms defined in this clause and in the Particulars shall have the meanings specified:

“Building Structure” in relation to the Premises means:

- (a) all foundations load-bearing walls lift shafts joists roofs roof coverings floor and ceiling slabs external walls and cladding thereof
- (b) all external doors windows door frames and window frames
- (c) all Conducting Media serving the Premises

“Conducting Media” all or any sewers drains conduits gutters channels watercourses pipes cables wires ducts and mains and apparatus associated therewith and all equipment and fittings ancillary thereto forming part of or serving the Premises

“Equipment” the equipment listed in appendix A to this Lease

“External Items” all car parks access roads or footpaths boundary walls and fences and landscaping in external areas of the Premises and all fixed external signage

“Insured Risks” fire lightning earthquake explosion aircraft (other than hostile aircraft) and articles dropped therefrom riot civil commotion malicious damage storm or tempest bursting or overflowing of water tanks apparatus or pipes flood and such other risks or insurance as may from time to time be required by the Landlord

“Landlord” the party named as “Landlord” in the Particulars

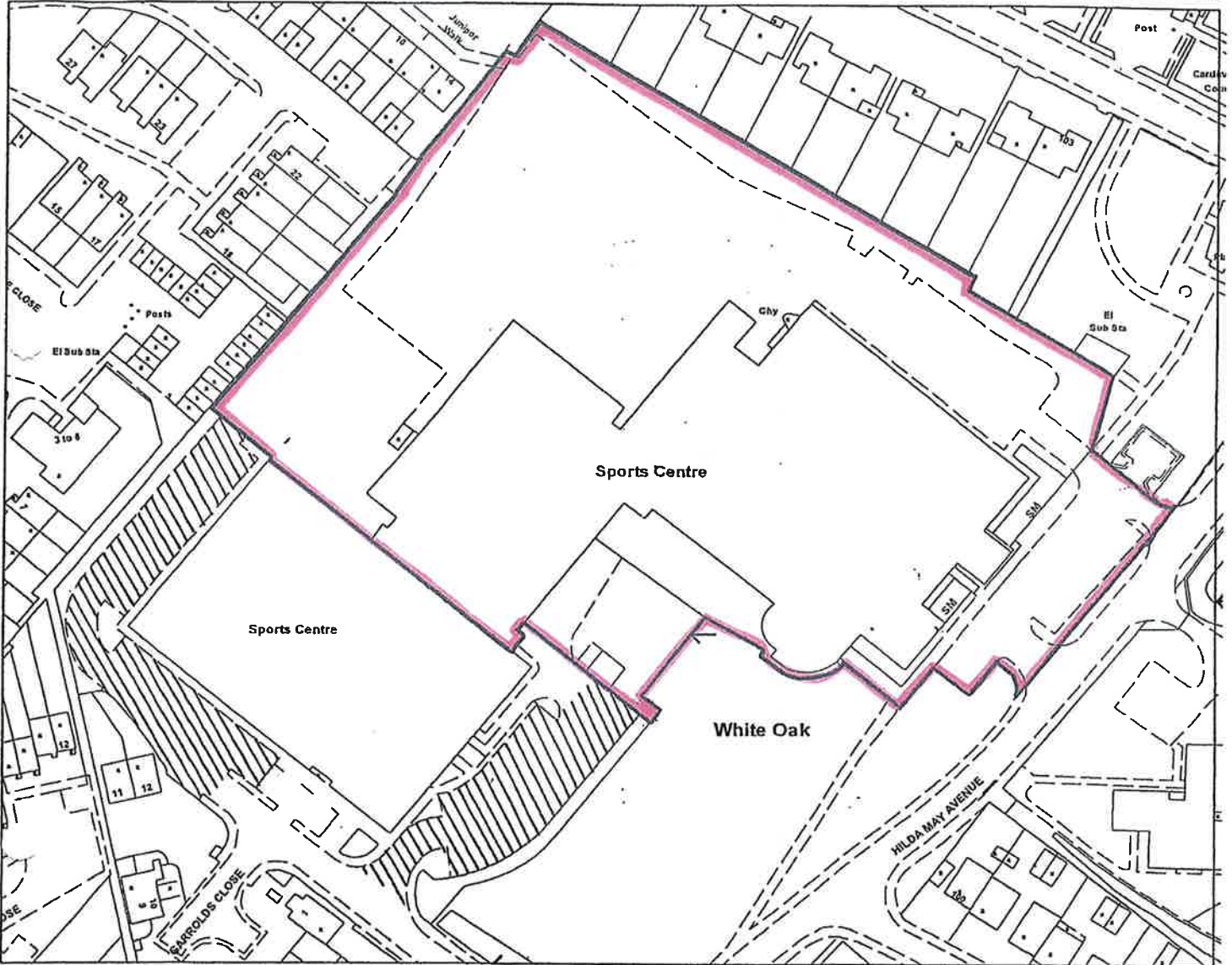
and includes the person for the time being entitled to the reversion immediately expectant on the determination of the Term

“Landlord’s Property”	any property from time to time owned by the Landlord which adjoins or is in the vicinity of the Premises
“Operational Covenants”	the covenants and obligations on the part of the Tenant concerning the use and operation of the Premises contained or referred to in Schedule 3
“Particulars”	the descriptions and terms appearing on the preceding pages headed “Lease Particulars” which comprise part of this lease
“Perpetuity Period”	the period of 80 years from the date of this lease
“Plan”	the plan or plans annexed hereto
“Planning Acts”	“the Consolidating Acts” as defined in the Planning (Consequential Provisions) Act 1990 and any other legislation relating to town and country planning in force from time to time
“Plant”	all boilers and other machinery and apparatus for ventilation air conditioning heating and cooling of air and water all filtration and swimming pool tanks and all lifts and escalators forming part of the Premises
“Schedules of Condition”	the schedules annexed to this lease as appendix B agreed between the parties describing the state of repair and condition of the Premises as at the date hereof
“Tenant”	the party named as “the Tenant” in the Particulars
“Wayleave Agreement”	An Agreement dated 9 May 1995 made between British Telecommunications Plc and Sevenoaks

1.2 The expression “the Premises” includes

White Oak Leisure Centre

Hilda May Avenue, Swanley



Legend

 **Right of Way in favour of Trust**

Km 0.02 0.04 0.06 0.08 0.1

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Organisation	Not Set
Department	Not Set
Comments	TQ 550987 169281
Date	28 July 2003
SI A Number	

- 1.2.1 all additions and improvements to the Premises
- 1.2.2 all the Landlord's fixtures and fittings of every kind which shall from time to time be in or upon the Premises (whether originally affixed or fastened to or upon the Premises or otherwise) and
- 1.2.3 all Conducting Media in on under or over the Premises
but such expression includes no air space above the height of the top of the Premises and references to the "the Premises" in the absence of any provision to the contrary shall include any part of the Premises
- 1.3 Any covenant by the Tenant not to do any act or thing shall include an obligation not to permit or knowingly suffer such act or thing to be done
- 1.4 Reference to any right of the Landlord to have access to or entry upon the Premises shall be construed as extending to all persons properly authorised by the Landlord including agents professional advisers contractors workmen and others
- 1.5 Any reference to a statute (whether specifically named or not) shall include any amendment or re-enactment of such statute for the time being in force and all instruments orders notices regulations directions bye-laws permissions and plans for the time being made issued or given thereunder or deriving validity therefrom
- 1.6 The title headings appearing in this lease are for reference only and shall not affect its construction
- 1.7 Any reference to a clause or schedule shall mean a clause of or schedule to this lease

2. DEMISE

The Landlord **HEREBY DEMISES** to the Tenant the Premises **TOGETHER WITH** (in common with the Landlord and all others authorised by the Landlord) the rights specified in Part II Schedule 1 (so far as the Landlord can grant the

same) **EXCEPTING AND RESERVING** to the Landlord and its successors in title and assigns and other the owners and occupiers of the Landlord's Property and all others authorised by it or them the rights specified in Part III Schedule 1 **TO HOLD** the same unto the Tenant for the Term **YIELDING AND PAYING** therefor on Midsummer's Day in each year the annual rent of **ONE PEPPERCORN** (if demanded)

3. TENANT'S COVENANTS

The Tenant **HEREBY COVENANTS** with the Landlord as follows:

3.1 Rents

To pay the rents reserved by this lease on the due date

3.2 Outgoings

To pay and discharge all existing and future rates taxes duties assessments charges and impositions levies and outgoings whatsoever whether parliamentary local or otherwise now or hereafter payable by law in respect of the Premises or any part thereof by the occupier thereof other than:

3.2.1 any tax in respect of rents and other payments under this lease (other than VAT or other tax thereon intended by statute to be payable by the Tenant)

3.2.2 any tax or levy in respect of the grant of and arising solely by reason of this lease (and not by reason of the combined effect of the grant of this lease and of some other act or omission on the part of the Tenant) and

3.2.3 any tax in respect of any dealing with the reversion expectant on the Term not arising by reason of some act or omission on the part of the Tenant

3.3 Repair

3.3.1 Throughout the Term to keep the Premises in good and substantial repair and renewal save where beyond economic repair and save to the extent

that such repair or renewal as aforesaid is the liability of the Landlord under the provisions of clause 4.2 **PROVIDED THAT** this covenant shall not oblige the Tenant to put or keep the Premises in any better state of repair and condition than is evidenced by the Schedule of Condition

3.3.2 To maintain the Equipment in good and tenantable repair working order and condition and replacing such items as become beyond economic repair with other items of the same or a similar type and quality and thereafter maintaining such replacement items in good repair working order and condition

3.3.3 There shall be excepted from the obligations contained in clauses 3.3.1 and 3.3.2 any damage caused by any of the Insured Risks save to the extent that payment of the insurance monies shall be withheld by reason of any act neglect or default of the Tenant any undertenant or occupier of the Premises or any of their respective servants agents workmen licensees or visitors

3.4 **Decoration**

3.4.1 To decorate as and when reasonably necessary all the exterior parts and interior parts of the Premises as are usually or ought to be decorated and keep them decorated to a standard reasonable and appropriate to the use of the Premises

3.4.2 Not to alter cover up or otherwise change the external appearance or the external colour of the Premises without the consent of the Landlord

3.5 **Inspection and entry**

To permit the Landlord at all reasonable times on reasonable prior notice (or at any time without such notice in case of emergency) to view the Premises and examine their structural or external condition and if any defects disrepair or

unauthorised alteration to the structure or exterior are found for which the Tenant is liable then upon service of written notice by the Landlord specifying these the Tenant shall commence the works properly required by that notice within a reasonable period after any such notice and shall complete them within a reasonable period (or shall commence and complete the same forthwith in case of emergency) **PROVIDED THAT** the Tenant may (other than in cases of emergency) discharge its obligations in relation to carrying out such works if it can demonstrate to the reasonable satisfaction of the Landlord that the works will be carried out and completed in accordance with this lease as part of the Tenant's planned major repairs programme within a period of six months from the date of service of such notice **AND PROVIDED FURTHER THAT** if the Tenant fails to so commence and complete such works the Landlord may enter into the Premises and execute such works

3.6 **Access of the Landlord**

3.6.1 To permit the Landlord at all reasonable times on reasonable prior notice (or at any time without such notice in the case of emergency) to enter upon the Premises for all or any of the following purposes namely:

3.6.1.1 taking inventories of the landlord's fixtures and fittings

3.6.1.2 effecting decorations repairs maintenance renewal extension alteration tests or other works to or on any part or parts of the Landlord's Property or tests to the Premises or any matters acts or things which may be requisite under or pursuant to the provisions of this lease or to comply with any Act of Parliament statutory instrument order building regulation or other regulation or local bye-law in relation to the Premises or any part thereof but only to the extent that the same cannot reasonably be carried out without the Landlord securing access to the Premises

3.6.1.3 inspecting cleansing maintaining testing repairing altering laying fixing constructing renewing re-laying and connecting up to any

Conducting Media used or to be used for or in connection with any part or parts of the Landlord's Property

3.6.1.4 carrying out the works referred to in clause 4.2

3.6.1.5 enabling prospective purchasers mortgagees or tenants of the Landlord's interest in the Premises to view the Premises or

3.6.1.7 taking electricity gas and water meter readings

AND for all or any such purposes to erect scaffolding and/or other like apparatus and/or ladders and/or cradles and other like appliances or apparatus upon the Premises or any part thereof or outside the Premises

3.6.2 In exercising any of the rights specified in clause 3.6.1 the Landlord or the person or persons exercising the right shall:

3.6.2.1 so far as practicable comply with any reasonable requirements of the Tenant in respect of the security of the Premises

3.6.2.2 cause as little damage or inconvenience as reasonably practicable to the Tenant or any occupier of any part of the Premises and

3.6.2.3 make good as soon as reasonably practicable and to the reasonable satisfaction of the Tenant any damage caused to the Premises

3.6.2.4 so far as practicable to ensure that a reasonable means of pedestrian access to the Premises is available during the Minimum Hours of Use

3.7 **Yielding up**

To yield up the Premises at the expiry or sooner determination of the Term in a state of repair and condition consistent with the Tenant's covenants in this lease

3.8 **Alterations**

3.8.1 Subject to clause 3.10 hereof not to make any alteration or addition to the Premises or the external appearance of the Premises

- 3.8.2 Not to erect or install in or on the Premises any plant machinery or equipment the operation or use of which would have an adverse effect on the Building Structure
- 3.8.3 Not to load or use the Premises in any way which would cause strain damage or interference to the Building Structure
- 3.8.4 Not to affix or place or exhibit or permit or suffer to be affixed placed or exhibited to or upon the exterior of the Premises any placards posters signboards or other advertisements **PROVIDED THAT** subject to clause 3.8.1 hereof nothing in this clause shall prevent the reasonable display of notices exhibited from the Premises relating to activities consistent with the Permitted Use

3.9 **Compliance with requirements of statute local and other authorities**

To observe and perform all requirements of and to do and execute or cause to be done and executed all such works and things as under or by virtue of any Acts of Parliament local Acts building regulations or bye-laws already or hereafter to be passed and rules and regulations thereunder now are or shall or may be directed or required to be done or executed upon or in respect of the Premises or any part thereof or in respect of the user thereof by the occupier thereof save to the extent that the same relate to the Building Structure the Plant and the External Items

3.10 **Planning**

- 3.10.1 At all times during the Term to comply in all respects with the provisions and requirements of the Planning Acts and to produce to the Landlord within ten days of receipt by the Tenant of notice thereof any notice order or proposal therefor made given or issued under or by virtue of the Planning Acts affecting or relating to the Premises
- 3.10.2 Not without the previous consent in writing of the Landlord which consent shall not be unreasonably withheld or delayed in relation to activities

consistent with the Permitted Use and in relation to alterations additions or other operations approved by the Landlord pursuant to the provisions herein contained:

3.10.2.1 apply for nor to permit any person deriving title under the Tenant to apply for any planning permission relating to the Premises or to any part thereof or to the use thereof or any part thereof and in the event of the Landlord attaching any reasonable conditions to such consent as aforesaid not to apply or permit any application for any such planning permission save in accordance with the said conditions or

3.10.2.2 implement or permit to be implemented any planning permission

3.10.3 Immediately after the grant thereof to supply to the Landlord a copy of any such planning permission and the application therefor and any correspondence or drawings incidental or relating thereto

3.11 **Permitted use**

3.11.1 Not to use the Premises otherwise than for the Permitted Use **PROVIDED THAT** nothing contained in this lease shall constitute a warranty that such use is lawful

3.11.2 To keep the Premises open for the Permitted Use during the Minimum Hours of Use save where prevented from so doing by reason of matters beyond the control of the Tenant including the Tenant complying with its obligations set out in clause 3.18 of this Lease

3.11.3 To comply with the Operational Covenants

3.12 **Restrictions on use**

3.12.1 Not to store in the Premises any petrol or other inflammable explosive or combustible substance other than substances properly required for the operation of any boiler plant machinery and other equipment which shall be stored in accordance with the requirements of any statute affecting

the Premises and the Landlord's insurers and to the reasonable satisfaction of the Landlord

- 3.12.2 Not to do on the Premises anything which may be or become a nuisance or annoyance or cause damage or inconvenience to the Landlord or the tenants or occupiers of any adjoining or neighbouring property having regard to the Permitted Uses
- 3.12.3 Not to use the Premises for any dangerous noxious noisy or offensive trade business or activity nor for any illegal or immoral purpose provided that the proper use of the Premises for the Permitted Use shall not be a breach of this covenant
- 3.12.4 Not to install or bring on to the Premises or any part thereof at any time any "playing for amusement only" or "amusement with profit" machines or any other gaming apparatus or device without the written consent of the Landlord
- 3.12.5 Not to hold or permit or suffer to be held on the Premises any sale by auction (except where for charitable purposes) political meeting or any meeting which may reasonably be considered by the Landlord to be a threat to public order
- 3.12.6 Not to allow or pass into the Conducting Media any noxious or deleterious effluent or other substance which might cause any obstruction or damage to the Conducting Media and to clear and make good any obstruction or damage caused

3.13 **Prohibited alienation**

- 3.13.1 Not to assign mortgage charge or hold on trust the Premises or any part thereof
- 3.13.2 Not to underlet the Premises as a whole
- 3.13.3 Not (save as provided in clause 3.14) to part with or share possession or occupation of the Premises or any part thereof

3.14 **Underletting of part**

- 3.14.1 Not to underlet in aggregate more than [15%] of the net lettable floor area of the Premises
- 3.14.2 Not to underlet part of the Premises unless a court order shall first have been obtained and produced to the Landlord excluding in relation to the tenancy to be created by the underletting the provisions of sections 24 to 28 (inclusive) of the Landlord and Tenant Act 1954
- 3.14.3 On the grant of any underlease of part of the Premises the Tenant shall obtain a covenant on the part of the sub-tenant not to assign charge underlet share or part with possession of the whole or any part of the premises thereby demised except by way of an assignment of the whole of such premises subject to the prior written consent of the Landlord (such consent not to be unreasonably withheld)
- 3.14.4 Subject as aforesaid not to underlet part of the Premises without having obtained within three months prior thereto the consent in writing of the Landlord (such consent not to be unreasonably withheld or delayed)
- 3.14.5 Within one month after the completion of any underletting of part of the Premises to produce and leave with the Landlord a certified copy of the deed instrument or other document evidencing or effecting such underletting

PROVIDED THAT only one such underletting of any part of the Premises shall be permitted at any one time

3.15 To inform Landlord of notices received

As soon as practicable following receipt of notice (whether by advertisement or not) to give full particulars in writing to the Landlord of any permission notice order or proposal for a notice or order made given or issued by any government department local or public authority under or by virtue of any statutory powers affecting or likely to affect the Premises and if so required by the Landlord to produce such permission notice order or proposal for a notice or order to the

Landlord and also (but to the extent only that compliance with such notice or order is not the responsibility of the Landlord pursuant to the provisions of this Lease) at the Tenant's expense without delay to take all necessary steps to comply with any such notice or order

3.16 Light and air and other easements

3.16.1 Not to prejudice the acquisition of any right of light for the benefit of the Premises by obstructing any window or opening or giving any acknowledgement that the right is enjoyed by consent or any other act or default of the Tenant

3.16.2 To preserve all rights of light and other easements enjoyed by the Premises and not to permit or knowingly suffer anyone to acquire any right of light or other easement or right over the Premises

3.16.3 As soon as the Tenant becomes aware of the same to give the Landlord notice if any easement enjoyed by the Premises is obstructed or any new easement affecting the Premises is made or attempted

3.17 Matters affecting title

To observe and perform and be bound by the agreements covenants and stipulations contained or referred to in the documents specified in Schedule 2 so far as the same relate to or affect the Premises and are still subsisting and capable of taking effect

3.18 Elections and emergencies

To allow the Landlord the exclusive right to appropriate such part of the Premises as shall be required by the Landlord:

3.18.1 for all purposes in connection with any local parliamentary or European elections or referenda and

3.18.2 for all purposes in connection with any civil emergency

PROVIDED THAT the Landlord shall give as much notice of the intended exercise of such rights as is reasonably practicable in all the circumstances

4. LANDLORD'S COVENANTS

- 4.1 The Landlord **HEREBY COVENANTS** with the Tenant that the Tenant paying the rents hereby reserved and performing and observing the covenants on the Tenant's part herein contained shall quietly hold and enjoy the Premises during the Term without interruption by the Landlord or any person rightfully claiming through under or in trust for the Landlord
- 4.2 Throughout the Term to keep in good and substantial repair the Building Structure the Plant and the External Items **PROVIDED THAT** this covenant shall not oblige the Landlord to put or keep the Premises in any better state of repair and condition than is evidenced by the Schedules of Condition

5. INSURANCE

The Landlord and the Tenant each **HEREBY COVENANT** with the other to observe and perform their respective obligations and the conditions set out in this clause 5

5.1 Landlord's insurance obligations

The Landlord shall keep the Premises insured with an insurer of repute against the Insured Risks (to the extent that insurance against such risks may ordinarily be arranged on reasonable terms and conditions and subject to such exclusions and limitations as may be imposed by the insurer and as are usual in the London insurance market at the time in respect of the insurance of premises of a similar nature to the Premises) in a sum which in the reasonable opinion of the Landlord represents the full replacement cost thereof subject to such uninsured excess as the Landlord and its insurers may agree

5.2 Reinstatement

Following damage or destruction by any of the Insured Risks of the Premises the Landlord shall:

5.2.1 use all reasonable endeavours to obtain any planning permission bye-law and other approvals which are necessary to enable the Premises to be rebuilt or reinstated and

5.2.2 (subject to the Landlord being able to obtain all necessary planning permissions licences approvals and consents) apply the net proceeds of the insurance monies received in rebuilding or reinstating the Premises or such parts thereof as shall have been so destroyed or damaged PROVIDED THAT the Tenant shall not object to the rebuilding or reinstatement of the Premises in a form which is not identical to the same immediately prior to such damage or destruction if the Premises as rebuilt or reinstated are of a similar standard and afford similar amenities to those of the Premises prior to such damage or destruction

5.3 **Determination following serious damage**

If the Premises shall be so damaged by any of the Insured Risks as to necessitate demolition and reconstruction of the whole or a substantial part thereof the Landlord shall be entitled on giving to the Tenant not less than six months' prior notice in writing to determine the Term and at the expiration of such notice this demise and everything herein contained shall cease and determine (but without prejudice to any accrued right of action by either party against the other) and the Landlord shall be entitled to retain the whole of the insurance monies for its absolute use and benefit

5.4 **Details of insurance**

The Landlord shall on request from the Tenant use reasonable endeavours to provide the Tenant with such details of the insurance policy and its terms and evidence of payment of the current premium as will enable the Tenant to know

the full extent of the premises covered thereby the risks insured against and any exceptions conditions exclusions or limitations to which the policy is subject

5.5 Exclusion from cover

The Landlord shall not be obliged to insure fixed glass tenant's fixtures and fittings boilers lifts escalators or other plant and machinery in and exclusively serving the Premises nor shall the Landlord be obliged to insure any fixtures or fittings installed by the Tenant or by any person deriving title under the Tenant which may become landlord's fixtures and fittings until the Tenant has notified the Landlord in writing of their reinstatement value

5.6 Limit of liability

The Landlord shall not be liable under the reinstatement obligations contained in clause 5.2 to the extent that the insurance policy has been vitiated or the insurance monies are otherwise not received due to any act or default of the Tenant or any person deriving title from the Tenant or any occupier of the Premises or any of their respective servants agents or visitors

5.7 Tenant's insurance obligations

The Tenant shall insure with an insurer of repute in such reasonable sum as the Landlord shall from time to time require:

5.7.1 all lifts and escalators (if any) and all plant used in connection therewith on an exclusively serving the Premises against the risks of breakdown and third party claims

5.7.2 all boilers (if any) and pressure vessels comprised in the Conducting Media forming part of the Premises against the risk of explosion

5.7.3 all fixed glass in the Premises against breakage insofar as the Landlord does not notify the Tenant that it is insuring this risk and

5.7.4 third party and property owner's liability risk of the Tenant with a limit of indemnity of at least £10,000.00 in respect of any one occurrence or such higher limit as the Landlord shall from time to time reasonably require

and whenever so required shall produce to the Landlord details of the kind referred to in clause 5.4 or the policy or policies of insurance

5.8 Notification of damage

The Tenant shall inform the Landlord forthwith upon becoming aware of the occurrence of damage to the Premises by any of the Insured Risks

5.9 Insurers' requirements

The Tenant shall comply with the requirements and lawful recommendations of the insurers notified in writing to the Tenant save in so far as such requirements and lawful recommendations relate the repair of the Building Structure the Plant and the External Items

5.10 Vitiating of insurance

The Tenant shall not do anything which would or might prejudice or vitiate the Landlord's insurance policy or policies or cause any premium thereunder to be increased

5.11 Double Insurance

The Tenant shall not effect any insurance of the Premises which would permit the Landlord's insurer to average any insurance proceeds or cancel insurance cover

6. PROVISOS

IT IS HEREBY AGREED by and between the parties hereto as follows:

6.1 **Re-entry**

If the rents hereby reserved or any part thereof shall at any time be unpaid for 21 days after becoming payable (whether formally demanded or not) or if any of the covenants on the part of the Tenant herein contained shall not be performed or observed or if there occurs in relation to the Tenant a Terminating Event (as defined in clause 6.2) then and in any such case it shall be lawful for the Landlord at any time thereafter to re-enter upon the Premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the rights of action of the Landlord in respect of any antecedent breach of any of the covenants on the part of the Tenant herein contained

6.2 **Terminating Events**

For the purposes hereof "Terminating Event" means any of the following:

- 6.2.1 the presentation of a petition for the winding up of the Tenant
- 6.2.2 the passing of a resolution to wind up the Tenant
- 6.2.3 the making of a winding up order in relation to the Tenant
- 6.2.4 any person becoming entitled to appoint an administrative receiver of the undertaking of the Tenant or any part of it
- 6.2.5 the appointment of such an administrative receiver
- 6.2.6 the presentation of a petition for the making of an administration order in respect of the Tenant
- 6.2.7 the making of an administration order in respect of the Tenant
- 6.2.8 the directors of the Tenant proposing a voluntary arrangement
- 6.2.9 the Tenant entering into any agreement or making any arrangement with creditors for liquidation of the Tenant's debts by composition or otherwise
- 6.2.10 the appointment of a receiver in respect of any of the Tenant's assets
- 6.2.11 any steps being taken to enforce any security over the Tenant's property or to repossess goods in the Tenant's possession under any hire purchase agreement
- 6.2.12 any distress or execution being levied on any of the Tenant's asset

6.3 Service of notices

This deed incorporates the regulations respecting notices contained in section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962

6.4 Landlord as local authority

Nothing in this lease shall prejudice or affect the rights powers duties and obligations of the Landlord under any statute statutory authority instrument bye-law order or regulation or in the exercise of any of its functions as a local authority and any approval or consent or representation given by the Landlord under the provisions of this lease is only given in exercise of its powers as landlord

6.5 Consents

It is hereby declared that wherever a consent is required by the Tenant from the Landlord under the terms of this lease each party shall bear their own costs

7. BREAK OPTIONS

7.1 Landlord's redevelopment break option

If the Landlord wishes to demolish or reconstruct the Premises or a substantial part thereof or to carry out substantial work of construction on the Premises or part thereof at any time and gives to the Tenant not less than {six} months' prior notice in writing of such wish then on the expiry of such notice this demise and everything herein contained shall cease and determine (but without prejudice to any accrued right of action by either party against the other) and the Tenant shall deliver the Premises to the Landlord with full vacant possession

7.2 Landlord's break option

The Landlord shall be entitled to serve not less than 2 months' written notice on the Tenant to surrender this lease in respect of either the whole of the Premises or such part as the Landlord may determine in its absolute discretion in the event of the Premises or a material part thereof being rendered wholly unfit for use and occupation because of events or matters which:

7.2.1 are not covered under any insurance policy and

7.2.2 arise from or in connection with latent or patent defects and

7.2.3 in the reasonable opinion of the Landlord makes it impossible impracticable or uneconomic to re-build reinstate or effect major repairs to the Premises and for the purposes of this clause uneconomic shall mean requiring major capital investment to re-build reinstate or carry out major repairs to the Premises

8. LANDLORD AND TENANT ACT 1954

Having been authorised so to do by the Court Order the parties hereto agree that the provisions of Sections 24 to 28 (inclusive) of the Landlord and Tenant Act 1954 shall be excluded in relation to the tenancy hereby created

9. CHARITY STATUS OF TENANT

The Premises will as a result of this lease be held by the Tenant as an Exempt Charity

10. COMPENSATION

Subject to the provisions of sub section (2) of Section 38 of the Landlord and Tenant Act 1954 neither the Tenant nor any assignee or underlease of the term hereby granted of the Premises or any part thereof shall be entitled on quitting

the Premises or any part thereof to any compensation under Section 37 of the same Act (as amended by the Law of Property Act 1969) or under any corresponding provisions in any Act amending or replacing the same.

11. EXCLUSION OF WARRANTY OF FITNESS

Neither the granting of this Lease nor any provision herein contained shall operate or be construed as warranting that the use to which the Tenant proposes now or hereafter to put the Premises or any use to which (whether subject to conditions or not) it may be at liberty or may be required under the provisions of this Lease to put the Premises is or may be or become legally permitted under the provisions of any Planning Act or otherwise and the Office Shops and Railway Act 1963 Health and Safety at Work etc Act 1974 and the Fire Precautions Act 1971.

12. EXCLUSION OF THIRD PARTY RIGHTS

Nothing in this Lease is intended to confer any benefit on any person who is not a party to it

IN WITNESS whereof this lease has been executed by the parties as a deed the day and year first above written

SCHEDULE 1

PART I

The Premises

All those premises shown edged red on the Plan and known as Whiteoak Leisure Centre London Road Swanley Kent being part of the premises contained in a Conveyance dated 9 April 1958 made between the Minister of Health (1) and the Rural District Council of Dartford (2) ("the Conveyance")

SCHEDULE 1
PART II
Rights Granted

1. The free and uninterrupted passage and running of water air soil gas electricity telecommunication electronic and all other services and supplies from and to the Premises through any Conducting Media which are now or may at any time during the Perpetuity Period be laid in on under over or through the Landlord's Property and which serve the Premises SUBJECT TO temporary interruptions for maintenance and repair and SUBJECT TO the right of the Landlord upon reasonable prior notice and at its sole cost to divert the course of any such Conducting Media PROVIDED THAT (a) reasonable alternative Conducting Media are provided and (b) such diversion causes no material interruption to the services to the Premises and (c) any damage caused to the Premises by such diversion is made good as soon as reasonably practicable

2. The right of support shelter and protection as currently enjoyed by the Premises from the Landlord's Property

3. The right to enter with workmen and equipment such part or parts of the Landlord's Property as are reasonably necessary to carry out works of repair renewal refurbishment or reinstatement to the Premises or to any Conducting Media exclusively serving the Premises subject to the following terms and conditions:
 - 3.1 the Tenant shall give reasonable prior written notice (being not less than five days' notice) to the Landlord (except in cases of emergency) and any tenant or occupier of the Landlord's Property who may be affected by the proposed works

- 3.2 without prejudice to the foregoing all such works shall be carried out so as to cause as little nuisance interference inconvenience disturbance or annoyance as possible to the Landlord (and/or any works being carried out on or to the Landlord's Property by or on behalf of the Landlord) and/or the tenants or occupiers of or the visitors to the Landlord's Property and shall be carried out as soon as possible following commencement thereof in accordance with the Landlord's reasonable requirements
- 3.3 the Tenant shall only exercise such right in so far as it cannot reasonably carry out such works from within the Premises and
- 3.4 the Tenants shall without delay make good to the reasonable satisfaction of the Landlord all damage thereby occasioned
4. A right of way with our without vehicles over the land hatched black on the Plan in connection with the Permitted User of the Premises but such right shall not prevent the Landlord and any persons authorised by the Landlord to park on such part of the land hatched black on the Plan as may be designated from time to time by the Landlord for the purposes of car parking.

SCHEDULE 1

PART III

Rights Reserved

1. The free and uninterrupted passage and running of water air soil gas electricity telecommunications electronic and all other services and supplies from and to the Landlord's Property or any part thereof through any Conducting Media which are now or may at any time during the Perpetuity Period be laid in on under over or through the Premises

2. The right of support shelter and protection as currently enjoyed by the Landlord's Property from the Premises
3. The rights of entry referred to in this Lease
4. The right to let the Landlord's Property for any purpose
5. The right to build on or into or to underpin any party wall or structure and to:
 - 5.1 place and lay in under and upon the Premises such footings for any intended party wall or party structure with such foundations as the Landlord shall reasonably require and
 - 5.2 to inspect maintain repair renew or rebuild any of the same

PROVIDED THAT any such work shall not adversely affect the Building Structure

6. The right at any time hereafter to pull down add to build develop or rebuild alter or otherwise deal with or use or permit or suffer to be pulled down added to built developed or rebuilt altered or otherwise dealt with the Landlord's Property according to such plans and to such extent and otherwise and in such manner as the Landlord or other persons exercising such right shall think fit provided that any such building or erections so added built developed rebuilt altered or otherwise dealt with shall not materially obstruct any lights windows or other openings in or on the Premises and not so as to prevent the Premises from being used for the purposes hereby permitted in accordance with this lease and provided further that such works shall in no way diminish the extent and area of the interior of the Premises nor adversely affect the support enjoyed by the Premises from the Building Structure or the Landlord's Property and that in carrying out such works as little damage nuisance and disturbance as reasonably practicable shall be caused to the Premises and any damage to the Premises and the occupiers so

caused thereby shall be made good at the expense of the person exercising such right as soon as reasonably possible

7. The right to use the Premises for election and emergency purposes as set out in clause 3.18
8. The right to park on such part of the land hatched black on the Plan as may from time to time be designated by the Landlord notwithstanding the fact that such user may interfere with the Tenant's enjoyment of the right granted in Clause 4 of Schedule 1 Part II of this Lease

SCHEDULE 2
Matters Affecting Title

The matters set out in the Conveyance and the Wayleave Agreement

SCHEDULE 3
Operational Covenants

1. The Tenant shall ensure that all Plant is maintained and serviced in accordance with the manufacturers instructions and best industry practice
2. The Tenant shall retain and make available details of all servicing and repair work undertaken to the Plant for inspection by the Landlord
3. The Tenant shall clean all glass and glazed areas at least once monthly
4. The Tenant shall take and provide to the Landlord monthly gas water and electricity meter readings
5. The Tenant shall maintain and replace as necessary all Equipment

6. The Tenant shall not and shall not permit any obstruction or damage to be caused to the right of way shown coloured brown on the Plan referred to in clause 4 of Schedule 1 Part II of this Lease
7. Not to bring or keep or suffer to be brought or kept stored stacked or laid out upon any part of the Premises which may not be built upon ("the Open Land") any materials equipment plant bins crates cartons boxes or any receptacle for waste or other item which is or will become untidy unclean unsightly or in any way detrimental to the amenity to the area generally
8. Not to deposit or permit to be deposited any waste rubbish or refuse on the Open Land and shall at all times keep the Open Land clean and tidy and free from litter and rubbish
9. Not to discharge into any of the pipes serving the Premises any oil grease or other deleterious matter or any substance which might be or become a source of danger or injury to the drainage system

