

**LEASE**

relating to

**MEMORIAL SPORTS FIELD**

between

**THE TOWN COUNCIL OF BAWTRY**

and

**BAWTRY ACTION FOR RECREATION & SPORT**



48 High street  
Bawtry  
Doncaster  
DN10 6JB

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## **PRESCRIBED CLAUSES**

**LR1. Date of lease** 2016

**LR2. Title number(s)**

**LR2.1 Landlord's title number(s):** NT414495

**LR2.2 Other title numbers:**

**LR3. Parties to this lease**

**Landlord**

**The Town Council of Bawtry**

**Tenant**

**Bawtry Action for Recreation & Sport**

**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 *clause 1.1* of this lease.

**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 as specified in this lease at clause 1.1 in the definition of "Contractual Term".

**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 as specified in clause 3 of this lease.

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

The easements as specified in clause 4 of this lease.

**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**

**THIS LEASE** is dated

2016

**PARTIES**

- (1) The Town Council of Bawtry whose main offices are situate at The Old Coach House, The Yews, Firbeck, Worksop, S81 8JW(the "**Landlord**")
- (2) Bawtry Action for Recreation & Sport whose main offices are situate at  
**(Tenant)**.

**AGREED TERMS**

**1. INTERPRETATION**

- 1.1 The definitions and rules of interpretation set out in this clause apply to this lease.

**Act of Insolvency:**

- (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; or
- (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; or
- (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; or
- (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; or
- (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; or
- (f) the making of a petition for a winding-up order or a winding-up order in respect of the Tenant or any guarantor; or
- (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; or
- (h) the Tenant or any guarantor otherwise ceasing to exist (but excluding where the Tenant or any guarantor dies); or

- (i) the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant or any guarantor.

The paragraphs above shall apply in relation to a partnership or limited partnership (as defined in the Partnership Act 1890 and the Limited Partnerships Act 1907 respectively) subject to the modifications referred to in the Insolvent Partnerships Order 1994 (*SI 1994/2421*) (as amended), and a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000) subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (*SI 2001/1090*) (as amended).

Act of Insolvency 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.

**Annual Rent:** rent at an initial rate of five pound (£5) per annum and then as revised pursuant to this lease.

**Contractual Term:** a term of thirty years beginning on, and including the date of this lease and ending on, and including 2046.

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

**Default Interest Rate:** four percentage points 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 Energy Performance of Buildings (England and Wales) Regulations 2012 (*SI 2012/3118*) or regulation 30 of the Building Regulations 2010 (*SI 2010/2214*).

**Energy Performance Certificate:** a certificate as defined in regulation 2(1) of the Energy Performance of Buildings (England and Wales) Regulations 2012 (*SI 2012/3118*).

**Insurance Rent:** the aggregate in each year of the gross cost of the premium before any discount or commission for the insurance of:

- (a) the Property for its full reinstatement cost (taking inflation of building costs into account) against loss or damage by or in consequence of the Insured Risks, including costs of demolition, site clearance, site protection and shoring-up, professionals' and statutory fees and incidental expenses, the cost of any work which may be required under any law and VAT in respect of all those costs, fees and expenses,
- (b) any insurance premium tax payable on the above.

**Insured Risks:** means fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion 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:** interest at the base rate from time to time of Lloyds Bank plc, or at a comparable commercial rate reasonably determined by the Landlord.

**Landlord's Neighbouring Property:** each and every part of the adjoining and neighbouring property in which the Landlord has an interest.

**LTA 1954:** Landlord and Tenant Act 1954.

**Permitted Use:** For the purpose of recreational and sporting activities within Use Class D2 of the Town and Country Planning (Use Classes) Order 1987 as at the date this lease is granted

**Property:** the land and building including the Landlord's fixtures and fittings and the Tenants Works once they have been completed at the Memorial Sports Field Bawtry, being the whole of the land registered at Land Registry under title number NT414495

**Recommendation Report:** a report as defined in regulation 4 of the Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118).

**Rent Payment Dates:** 1st April each year

**Reservations:** all of the rights excepted, reserved and granted to the Landlord by this lease.

**Service Media:** the lifts and lift machinery and equipment and all media for the supply or removal of heat, electricity, gas, water, sewage, air conditioning energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

**Tenants Plans:** The plans and specifications for the development of the site the details of which are set out in the annex to this Lease

**Tenant's Works:** the works to be carried out by the Tenant as described in the Tenant's Plans annexed to this Lease;

**Third Party Rights:** all rights, covenants and restrictions affecting the Property including the matters referred to at the date of this lease in the property register and the charges register of NT414495, and all licences (if any) which are in existence at the date of this lease.

**VAT:** value added tax chargeable under the VATA 1994 or any similar replacement or additional tax.

**VATA 1994:** Value Added Tax Act 1994.

1.2 A reference to this **lease**, except a reference to the date of this lease or to the grant of the lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.

1.3 A reference to the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease. A reference to the **Tenant** includes a

reference to its successors in title and assigns. A reference to a **guarantor** is to any guarantor of the tenant covenants of this lease including a guarantor who has entered into an authorised guarantee agreement.

- 1.4 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.
- 1.5 The expressions **landlord covenant** and **tenant covenant** each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
- 1.6 Unless the context otherwise requires, a reference to the **Property** is to the whole and any part of it.
- 1.7 A reference to the **term** is to the Contractual Term and statutory continuation of this lease.
- 1.8 A reference to the **end of the term** is to the end of the term however it ends.
- 1.9 References to the **consent** of the Landlord are to the consent of the Landlord given in accordance with clause 38.5 and references to the **approval** of the Landlord are to the approval of the Landlord given in accordance with clause 38.6.
- 1.10 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.11 Unless otherwise specified, a reference to a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under it and all orders, notices, codes of practice and guidance made under it.
- 1.12 A reference to laws in general is to all local, national and directly applicable supra-national laws in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under them and all orders, notices, codes of practice and guidance made under them.
- 1.13 Any obligation in this lease on the Tenant not to do something includes an obligation not to agree to or suffer that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.

- 1.14 Unless the context otherwise requires, where the words **include(s)** or **including** are used in this lease, they are deemed to have the words "without limitation" following them.
- 1.15 A **person** includes a corporate or unincorporated body.
- 1.16 References to **writing** or **written** do not include email.
- 1.17 Except where a contrary intention appears, a reference to a clause or Schedule, is a reference to a clause of, or Schedule to, this lease and a reference in a Schedule to a paragraph is to a paragraph of that Schedule.
- 1.18 Clause, Schedule and paragraph headings do not affect the interpretation of this lease.

## **2. GRANT**

- 2.1 The Landlord with full title guarantee lets the Property to the Tenant for the Contractual Term.
- 2.2 The grant is made together with the ancillary rights set out in clause 3, excepting and reserving to the Landlord the rights set out in clause 4, and subject to the Third Party Rights.
- 2.3 The grant is made with the Tenant paying the following as rent to the Landlord:
- (a) the Annual Rent and all VAT in respect of it;
  - (b) the Insurance Rent; and
  - (c) all interest payable under this lease; and
  - (d) all other sums due under this lease.

## **3. ANCILLARY RIGHTS**

- 3.1 Except as provided by clause 3.2 below neither the grant of this lease nor anything in it confers any right over neighbouring property nor is to be taken to show that the Tenant may have any right over neighbouring property, and section 62 of the LPA 1925 does not apply to this lease.
- 3.2 The right to use the access road shown on the Plan for the purposes of vehicular and pedestrian access to and egress from the Property

- 3.3 The Rights are granted in common with the Landlord and any other person authorised by the Landlord.
- 3.4 The Rights are granted subject to the Third Party Rights and the Tenant shall not do anything that may interfere with any Third Party Right.
- 3.5 The Tenant shall exercise the Rights only in connection with its use of the Property and in accordance with any regulations made by the Landlord.
- 3.6 The Tenant shall comply with all laws relating to its use of the access road pursuant to the Rights.

#### **4. RIGHTS EXCEPTED AND RESERVED**

- 4.1 The following rights are excepted and reserved from this lease to the Landlord for the benefit of the Landlord's Neighbouring Property and to the extent possible for the benefit of any neighbouring or adjoining property in which the Landlord acquires an interest during the term:
- (a) rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the term;
  - (b) the right to use and to 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 period of eighty years from the commencement of the Contractual Term;
  - (c) at any time during the term, the full and free right to develop the Landlord's Neighbouring Property and any neighbouring or adjoining property in which the Landlord acquires an interest during the term as the Landlord may think fit;
  - (d) the right to erect scaffolding at the Property and attach it to any building or structure on the Property in connection with any of the Reservations;
  - (e) the right to build on or into any boundary wall of the Property in connection with any of the Reservations; and
  - (f) the right to re-route any Service Media at or serving the Property or re-route any means of access to or egress from the Property.

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 affect the use and enjoyment of the Property for the Permitted Use.

- 4.2 The Landlord reserves the right to enter the Property:

- (a) to repair, maintain or replace any Service Media or structure relating to any of the Reservations; and
- (b) for any other purpose mentioned in or connected with:
  - (i) this lease;
  - (ii) the Reservations; and
  - (iii) the Landlord's interest in the Property.

4.3 The Reservations may be exercised by the Landlord and by anyone else who is or becomes entitled to exercise them, and by anyone authorised by the Landlord.

4.4 The Tenant shall allow all those entitled to exercise any right to enter the Property, to do so with their workers, contractors, agents and professional advisors, and to enter the Property at any reasonable time (whether or not during usual business hours) and, except in the case of an emergency, after having given reasonable notice (which need not be in writing) to the Tenant.

4.5 No party exercising any of the Reservations, nor its workers, contractors, agents and professional advisors, 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 those Reservations except for:

- (a) physical damage to the Property; or
- (b) any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.

## **5. THIRD PARTY RIGHTS AND PUBLIC USE**

5.1 The Tenant shall comply with all obligations on the Landlord relating to the Third Party Rights (insofar as those obligations relate to the Property) and shall not do anything (even if otherwise permitted by this lease) that may interfere with any Third Party Right.

5.2 The Tenant shall allow the Landlord and any other person authorised by the terms of the Third Party Right to enter the Property in accordance with its terms.

5.3 The Tenant acknowledges that members of the public presently enjoy the unfettered right to access and use the grounds free of charge for any lawful purpose during daylight hours, which includes but is not limited to walking dogs. Furthermore, the Tenant shall ensure that for the duration of the lease that the public shall continue to enjoy unfettered access to the grounds for

any lawful purpose during daylight hours, which includes but is not limited to walking dogs on a lead.

## **6. THE ANNUAL RENT**

- 6.1 The Tenant shall pay the Annual Rent and any VAT in respect of it on or before the Rent Payment Date each year. The payments shall be made by banker's standing order or by any other method that the Landlord requires at any time by giving notice to the Tenant.

## **7. INSURANCE**

- 7.1 Subject to clause 7.2, the Landlord shall keep the Property insured against loss or damage by the Insured Risks for the sum which the Landlord considers to be their full reinstatement cost (taking inflation of building costs into account). The Landlord shall not be obliged to insure any part of the Property installed by the Tenant which has not been notified to the Landlord in accordance with the terms of this lease, and to which the Landlord has not consented

- 7.2 The Landlord's obligation to insure is subject to:

- (a) any exclusions, limitations, excesses and conditions that may be imposed by the insurers; and
- (b) insurance being available in the London insurance market on reasonable terms acceptable to the Landlord.

- 7.3 The Tenant shall pay to the Landlord on demand:

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

If the Landlord insures the Property together with other land, the amount of the Insurance Rent shall be a fair proportion of the total for the Property and the other land.

- 7.4 The Tenant shall:

- (a) give the Landlord notice of the estimated reinstatement costs of any fixtures and fittings installed after the date of this lease by the Tenant which is intended to become part of the Property;

- (b) allow the Landlord to access the Property at reasonable times and on giving reasonable prior written notice to have the Property assessed for insurance purposes;
- (c) give the Landlord notice immediately if any matter occurs that any insurer or underwriter may treat as material in deciding whether or on what terms to insure or to continue to insure the Property;
- (d) not do or omit anything as a result of which any policy of insurance of the Property or any neighbouring property may become void or voidable or otherwise prejudiced, or the payment of any policy money may be withheld, nor (unless the Tenant has previously notified the Landlord and has paid any increased or additional premium) anything as a result of which any increased or additional insurance premium may become payable;
- (e) comply at all times with the requirements and recommendations of the insurers relating to the Property;
- (f) give the Landlord immediate notice of the occurrence of any damage or loss relating to the Property arising from an Insured Risk or of any other event that might affect any insurance policy relating to the Property;
- (g) not effect any insurance of the Property (except any plate glass at the Property), but if it becomes entitled to the benefit of any insurance proceeds in respect of the Property (other than in respect of plate glass) pay those proceeds or cause them to be paid to the Landlord; and
- (h) pay the Landlord an amount equal to any insurance money that the insurers of the Property refuse to pay by reason of any act or omission of the Tenant or any undertenant, their workers, contractors or agents or any person at the Property with the actual or implied authority of any of them.

7.5 The Landlord shall, subject to obtaining all necessary planning and other consents, use all insurance money received (other than for loss of rent) to repair the damage for which the money has been received or (as the case may be) in rebuilding the Property. The Landlord shall not be obliged to:

- (a) provide accommodation identical in layout or design so long as accommodation reasonably equivalent to that previously at the Property is provided; or
- (b) repair or rebuild if the Tenant has failed to pay any of the Insurance Rent; or
- (c) repair or rebuild the Property after a notice has been served pursuant to clause 7.6 or 7.7 .

- 7.6 If the Property is damaged or destroyed by a risk against which the Landlord is obliged to insure an Insured Risk so as to be unfit for occupation and use then, unless the policy of insurance of the Property has been vitiated in whole or in part in consequence of any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person on the Property with the actual or implied authority of any of them, payment of the Annual Rent, or a fair proportion of it according to the nature and extent of the damage, shall be suspended until the Property has been reinstated and made fit for occupation and use, or until the end of three years from the date of damage or destruction, if sooner.
- 7.7 If, following damage to or destruction of the Property, the Landlord considers that it is impossible or impractical to reinstate the Property, the Landlord may terminate this lease by giving notice to the Tenant. On giving notice this lease shall determine but this shall be without prejudice to any right or remedy of the Landlord in respect of any breach of the tenant covenants of this lease. Any proceeds of the insurance (other than any insurance for plate glass) shall belong to the Landlord.

## **8. RATES AND TAXES**

- 8.1 The Tenant shall pay 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, other than:
- (a) any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; or
  - (b) any taxes, other than VAT and insurance premium tax, payable by the Landlord by reason of the receipt of any of the rents due under this lease.
- 8.2 If any rates, taxes or other impositions and outgoings are payable in respect of the Property together with other property, the Tenant shall pay a fair proportion of the amount payable.
- 8.3 The Tenant shall 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.
- 8.4 If, after the end of the term, the Landlord loses rating relief (or any similar relief or exemption) because it has been allowed to the Tenant, then the Tenant shall pay the Landlord an amount equal to the relief or exemption that the Landlord has lost.

**9. UTILITIES**

9.1 The Tenant shall pay all costs in connection with the supply and removal of electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the Property.

9.2 If any of those costs are payable in relation to the Property together with other property, the Tenant shall pay a fair proportion of all those costs.

9.3 The Tenant shall comply with all laws and with any recommendations of the relevant suppliers relating to the use of those services and utilities.

**10. COMMON ITEMS**

10.1 The Tenant shall pay the Landlord on demand a fair proportion of all costs payable for the maintenance, repair, lighting, cleaning and renewal of all Service Media, structures and other items used or capable of being used by the Property in common with other property.

10.2 The Tenant shall comply with all reasonable regulations the Landlord may make from time to time in connection with the use of any of those Service Media, structures or other items.

**11. VAT**

11.1 All sums payable by the Tenant are exclusive of any VAT that may be chargeable. The Tenant shall pay VAT in respect of all taxable supplies made to it 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.

11.2 Every obligation on the Tenant, under or in connection with this lease, to pay the Landlord or any other person any sum by way of a refund or indemnity, shall include an obligation to pay an amount equal to any VAT incurred on that sum by the Landlord or other person, except to the extent that the Landlord or other person obtains credit for such VAT under the Value Added Tax Act 1994.

**12. DEFAULT INTEREST AND INTEREST**

12.1 If any Annual Rent or any other money payable under this lease has not been paid by the date it is due, whether it has been formally demanded or not, the Tenant shall pay the Landlord interest at the Default Interest Rate (both before and after any judgment) on that amount for the period from the due date to and including the date of payment.

- 12.2 If the Landlord does not demand or accept any Annual Rent or other money due or tendered under this lease because the Landlord reasonably believes that the Tenant is in breach of any of the tenant covenants of this lease, then the Tenant shall, when that amount is accepted by the Landlord, also pay interest at the Interest Rate on that amount for the period from the date the amount (or each part of it) became due until the date it is accepted by the Landlord.

### **13. COSTS**

- 13.1 The Tenant shall pay the costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses incurred (both during and after the end of the term) 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 in connection with this lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of those sections, 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 Landlord and Tenant (Covenants) Act 1995;
- (d) the preparation and service of a schedule of dilapidations in connection with this lease; or
- (e) any consent or approval applied for under this lease, whether or not it is granted (unless the consent or approval is unreasonably withheld by the Landlord in circumstances where the Landlord is not unreasonably to withhold it).

- 13.2 Where the Tenant is obliged to pay or indemnify the Landlord against any solicitors' or other professionals' costs and expenses (whether under this or any other clause of this lease) that obligation extends to those costs and expenses assessed on a full indemnity basis.

### **14. 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.

**15. NO DEDUCTION, COUNTERCLAIM OR SET-OFF**

The Annual Rent and all other money due under this lease are to be paid by the Tenant or any guarantor (as the case may be) without deduction, counterclaim or set-off.

**16. REGISTRATION OF THIS LEASE**

16.1 Promptly following the grant of this lease, the Tenant shall apply to register this lease at HM Land Registry. The Tenant shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly. Within one month after completion of the registration, the Tenant shall send the Landlord official copies of its title.

16.2 The Tenant shall not:

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

**17. ASSIGNMENTS**

17.1 The Tenant shall not assign, underlet, charge, part with or share possession or share occupation of this lease or the Property or 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 hold the lease on trust for any person (except by reason only of joint legal ownership), or grant any right or licence over the Property in favour of any third party other than as set out in the other terms of this lease.

**18. CLOSURE OF THE REGISTERED TITLE OF THIS LEASE**

Within one month after the end of the term (and notwithstanding that the term has ended), the Tenant shall make an application to close the registered title of this lease and shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly; the Tenant shall keep the Landlord informed of the progress and completion of its application.

**19. TENANT'S PLANS**

The Landlord has approved the Tenants Plans as annexed to this lease on or before the date of this Lease.

**20. TENANT'S WORKS**

- 20.1 The Tenant shall carry out and complete the Tenant's Works in accordance with the Tenants Plans.
- 20.2 The Tenant shall commence the Tenant's Works within six (6) months of the date of this lease, and in accordance with the other terms of this lease.
- 20.3 The Tenant shall not make any substitution of materials specified or modify or substantially vary the Tenant's Plans in any way without the prior approval of the Landlord, and the costs of the Landlord in connection with any such application for approval of any variation or modification shall be paid by the Tenant.
- 20.4 the Tenant covenants with the Landlord as follows:
- (a) to procure once work commences that the Tenants Works shall be executed and completed as soon as reasonably practicable and in any event within three years of the date of the Lease;
  - (b) to insure the construction of the Tenants Works with a reputable insurance company until the Tenants Works are complete, and to pay all premiums in respect thereof;
  - (c) that the Tenants Works shall be carried out with the best materials of their several kinds and in a workmanlike manner to the satisfaction in all respects and of the Landlord;
  - (d) that the Tenants Works shall be carried out in a manner which shall not constitute any nuisance or annoyance to the Landlord or any superior landlord or their tenants or the owners or occupiers of any adjacent premises;
  - (e) that before the Tenants Works shall be commenced the Tenant will communicate particulars of the Tenants Works to the insurance office with which the Property is insured and will obtain the consent of such insurance office to the Tenants Works and the Tenant will pay as additional rent during the residue of the tenancy created by the Lease any sums which the Landlord may expend in additional premiums for the insurance of the Property by reason of the Tenants Works;
  - (f) that all necessary consents for the execution of the Tenants Works shall be obtained from the local authority, the local planning authority and any other statutory authority and the Tenants Works shall be completed in accordance with such consents and with all bylaws and requirements of such authorities and with the provisions of all primary and secondary legislation from time to time in force relating to the Tenants Works and with the requirements of any

superior landlord and in particular (but without prejudice to the generality of the foregoing):

- (i) to comply with the provisions of all primary and secondary legislation from time to time in force relating to town and country planning and environmental matters;
  - (ii) that any works to the electricity supply or electrical installations which are included in the Tenants Works will be carried out only in accordance with the terms and conditions laid down by the Institution of Engineering and Technology and the regulations of the local electricity supply authority;
  - (iii) that any works to the gas supply or gas installations which are included in the Tenants Works will be carried out only in accordance with the requirements of the local gas supply authority; and
  - (iv) that any works to the water supply which are included in the Tenants Works will be carried out only in accordance with the requirements of the relevant water authority;
- (g) that in the event of any such authority as aforesaid requiring any works additional to or differing from the alterations and works referred to in the Tenants Plans, such further or other works shall not be executed without the consent of the Landlord (which consent shall not be unreasonably withheld);
- (h) to indemnify the Landlord against any expense, liability, loss, damage, claim or proceedings whatsoever arising out of or in relation to the execution of the Tenants Works;
- (i) without prejudice to its other obligations under this clause 20, that the Tenant shall, in relation to the Tenants Works:
- (i) comply with the requirements of the CDM Regulations as amended, supplemented or replaced from time to time;
  - (ii) be the only client for the purposes of the CDM Regulations and the Tenant warrants to the Landlord that it has the competence and resources to comply with the requirements of the CDM Regulations (and in particular shall make sufficient arrangements as referred to in regulation 4 of the CDM Regulations);
  - (iii) ensure that the Tenant is to be treated as the only client for the purposes of the CDM Regulations;
  - (iv) deliver to the Landlord (without charge and subject to an irrevocable royalty free licence in favour of the Landlord and/or its agents to use the same for any purpose connected with the Property or any other part of the building of which the Property form part) as soon as it is prepared, but in any

event no later than completion of the Tenants Works, the health and safety file complying with the requirements of the CDM Regulations and, as identified in this Licence, of the Landlord;

- (v) keep a copy of the health and safety files referred to in clause 20.4(i)(iv) above available at the Property for inspection by the Landlord and third parties;
  - (vi) as soon as reasonably practicable after it becomes aware of any information relevant to health and safety in relation to the premises or any other part of the building, the Tenant shall provide such information to the Landlord; and
- (j) without prejudice to its other obligations under this clause 20, that the Tenant shall, within five days of completion of the Tenants Works, obtain from the contractor carrying out the Tenants Works a valid energy performance certificate and recommendation report, as defined in the Energy Performance of Buildings (England and Wales) Regulations 2012 (the "**Regulations**") (as amended or updated from time to time) (an "**EPC**") for the Property and provide a copy of that EPC to the Landlord together with details of the reference number of the EPC and copies of all data, plans and specifications used to prepare the EPC (in a format which the Landlord can retain and use). The obligation to provide an EPC to the Landlord under this clause 20.4(j) shall only apply where:
- (i) the Tenants Works necessitate the provision of an EPC under the Regulations; or
  - (ii) the Tenants Works render the Landlord's existing EPC for the Property inaccurate; and
- (k) without prejudice to its other obligations under this clause 20, that the Tenant shall, in relation to the Tenants Works:
- (i) assume liability for any such levy or charge as may be charged by the Local Planning Authority or other authority pursuant to section 206 of the Planning Act 2008 ("**Community Infrastructure Levy**"); and
  - (ii) indemnify the Landlord against any expense or liability whatsoever arising out of the Community Infrastructure Levy

20.5 All the covenants and provisions contained in the Lease shall be applicable to the Tenants Works and to the Property in their altered state in the same manner as to the Property prior to the execution of the Tenants Works.

20.6 The consent given by this clause 20 does not imply any warranty on the part of the Landlord that the Property can or should be used for the execution of

the Tenants Works and the Tenant must satisfy itself as to the ability or otherwise of the structure or fabric of the Property being such as to enable the Tenants Works to be carried out and that any existing services in the Property will not be adversely affected by the carrying out of the Tenants Works.

## **21. REPAIRS**

- 21.1 The Tenant shall keep the Property and, at the end of the term, leave the Property, clean, tidy and clear of rubbish and shall keep and leave clean and in good repair, order and condition and free from obstruction all Service Media, field drains, fences, hedges, field walls, or other boundary features, roads and yards on the Property.
- 21.2 The Tenant shall not be liable to repair the Property to the extent that any disrepair has been caused by an Insured Risk, unless and to the extent that:
- (a) 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, any undertenant or their respective workers, contractors or agents or any person on the Property with the actual or implied authority of any of them; or
  - (b) the insurance cover in relation to that disrepair is excluded, limited, is unavailable or has not been extended, as mentioned in clause 7.2.

## **22. DECORATION**

- 22.1 The Tenant shall decorate the outside and the inside of the Property as often as is reasonably necessary and also in the last three months before the end of the term.
- 22.2 All decoration shall be carried out in a good and proper manner using good quality materials that are appropriate to the Property and the Permitted Use and shall include all appropriate preparatory work.
- 22.3 All decoration carried out in the last three months of the term shall also be carried out to the satisfaction of the Landlord and using materials, designs and colours approved by the Landlord.
- 22.4 The Tenant shall replace the floor coverings at the Property within the three months before the end of the term with new ones of good quality and appropriate to the Property and the Permitted Use.

## 23. ALTERATIONS

- 23.1 The Tenant shall not make any external or structural alteration or addition to the Property and shall not make any opening in any boundary structure of the Property without the consent of the Landlord, such consent not to be unreasonably withheld.
- 23.2 The Tenant shall not install any Service Media on the exterior of the Property nor alter the route of any Service Media at the Property without the consent of the Landlord, such consent not to be unreasonably withheld.
- 23.3 The Tenant shall not make any internal, non-structural alteration to the Property without the consent of the Landlord, such consent not to be unreasonably withheld.
- 23.4 The Tenant shall 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 commissioned in respect of the Property.

## 24. SIGNS

- 24.1 In this clause **Signs** include signs, fascia, placards, boards, posters and advertisements.
- 24.2 The Tenant shall not attach any Signs to the exterior of the Property or display any inside the Property so as to be seen from the outside except Signs of a design, size and number and in a position that are appropriate to the Property and the Permitted Use.
- 24.3 Before the end of the term, the Tenant shall remove any Signs placed by it at the Property and shall make good any damage caused to the Property by that removal.
- 24.4 The Tenant shall allow the Landlord to fix to and keep at the Property any sale or re-letting board as the Landlord reasonably requires.

## 25. RETURNING THE PROPERTY TO THE LANDLORD

- 25.1 At the end of the term the Tenant shall return the Property to the Landlord in the repair and condition required by this lease.

- 25.2 If the Landlord gives the Tenant notice, the Tenant shall remove items it has fixed to the Property, remove any alterations it has made to the Property and make good any damage caused to the Property by that removal.
- 25.3 At the end of the term, the Tenant shall remove from the Property all chattels belonging to or used by it.
- 25.4 The Tenant irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels or items it has fixed to the Property and which have been left by the Tenant on the Property for more than ten working days after the end of the term. The Landlord shall not be liable to the Tenant by reason of that storage or disposal. The Tenant shall indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.
- 25.5 If the Tenant does not comply with its obligations in this clause, then, without prejudice to any other right or remedy of the Landlord, the Tenant shall pay the Landlord an amount equal to the Annual Rent at the rate reserved immediately before the end of the term for the period that it would reasonably take to put the Property into the condition it would have been in had the Tenant performed its obligations under this clause. The amount shall be a debt due on demand from the Tenant to the Landlord.

**26. USE AND CLUB FEES**

- 26.1 The Tenant shall not use the Property for any purpose other than the Permitted Use.
- 26.2 The Tenant shall not use the Property for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Landlord, its other tenants or any other owner or occupier of neighbouring property.
- 26.3 The Tenant shall not overload any structural part of the Property nor any machinery or equipment at the Property nor any Service Media at or serving the Property.
- 26.4 The Tenant shall not obstruct any public road, footpath, right of way or any means of access to the Property;
- 26.5 The Tenant shall not remove any topsoil, turf, stone or gravel from the Property (save as otherwise permitted by or under the terms of this lease);

26.6 The Tenant shall, throughout the term of this lease, reinvest back into the Property all funds raised as a result of its use of the Property, or if no such reinvestment be reasonably required at any time funds are raised, place such funds into a separate reserve bank or building society account for future use towards such purposes. For the avoidance of doubt, reinvestment of such funds shall include the provision of a reduction in fees charged to its users from time to time.

26.7 The Tenant shall not, for the remainder of the calendar year in which this lease is completed charge the various sporting and recreational clubs listed below for their use of the Property in excess of the rates listed below:

The Bawtry Cricket Club: £1,000.00 per annum

The Bawtry Junior Football Club: £750.00 per annum

The Bawtry Senior Football Club: £750.00 per annum

The Bawtry Bowls Club £750.00 per annum

26.8 The Tenant further agrees that it shall not increase the rate of its charges to such clubs listed above more than once in any given calendar year, and not beyond the indexed amount calculated pursuant to clause 26.9, except with the consent of the Landlord.

26.9 The indexed amount referred to in clause 26.8 above shall be determined by multiplying the Current Fees by the All Items index value of the Retail Price Index (or any official index replacing it) for the month two months before the month in which the Tenant proposes to increase its charges, then dividing the product by the All Items index value of the Retail Price Index for the month in which this lease is dated.

## 27. **CONSTITUTION OF THE TENANT**

27.1 The Tenant shall ensure that, at all times throughout the term of this lease, its strategic decisions relating to the Property and the Tenant's activities thereon are to be made by a management committee which includes at least three (3) councillor representatives from Bawtry Town Council.

## 28. **COMPLIANCE WITH LAWS**

28.1 The Tenant shall comply with all laws relating to:

- (a) the Property and the occupation and use of the Property by the Tenant;
  - (b) the use of all Service Media and machinery and equipment at or serving the Property;
  - (c) any works carried out at the Property; and
  - (d) all materials kept at or disposed from the Property.
- 28.2 Without prejudice to any obligation on the Tenant to obtain any consent or approval under this lease, the Tenant shall carry out all works that are required under any law to be carried out at the Property whether by the owner or the occupier.
- 28.3 Within five working days after receipt of any notice or other communication affecting the Property (and whether or not served pursuant to any law) the Tenant shall:
- (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.
- 28.4 The Tenant shall not apply for any planning permission for the Property without the Landlord's consent not to be unreasonably withheld.
- 28.5 The Tenant shall comply with its obligations under the CDM Regulations, including all requirements in relation to the provision and maintenance of a health and safety file. The Tenant shall maintain the health and safety file for the Property in accordance with the CDM Regulations and shall give it to the Landlord at the end of the term.
- 28.6 The Tenant shall 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.
- 28.7 As soon as the Tenant becomes aware of any defect in the Property, it shall give the Landlord notice of it. The Tenant shall 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.
- 28.8 The Tenant hereby accepts that it is the 'responsible person' for the purposes of the Regulatory Reform (Fire Safety) Order 2005, and shall comply with its duties in that regard throughout the term of the lease.

28.9 The Tenant shall keep 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 reasonably recommended by them or reasonably required by the Landlord and shall keep that machinery, equipment and alarms properly maintained and available for inspection.

**29. ENERGY PERFORMANCE CERTIFICATES**

29.1 The Tenant shall:

- (a) cooperate 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
- (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/or Recommendation Report for the Property.

29.2 The Tenant shall not commission an Energy Performance Certificate for the Property without the Landlord's consent such consent not to be unreasonably withheld.

**30. ENCROACHMENTS, OBSTRUCTIONS AND ACQUISITION OF RIGHTS**

30.1 The Tenant shall not grant any right or licence over the Property to a third party without the Landlord's consent.

30.2 If a third party makes or attempts to make any encroachment over the Property or takes any action by which a right may be acquired over the Property, the Tenant shall:

- (a) immediately give notice to the Landlord; and
- (b) take all steps (including any proceedings) the Landlord reasonably requires to prevent or license the continuation of that encroachment or action.

30.3 The Tenant shall not obstruct the flow of light or air to the Property nor obstruct any means of access to the Property.

- 30.4 The Tenant shall not make any acknowledgement that the flow of light or air to the Property or that the means of access to the Property is enjoyed with the consent of any third party.
- 30.5 If any person takes or threatens to take any action to obstruct the flow of light or air to the Property or obstruct the means of access to the Property, the Tenant shall:
- (a) immediately notify the Landlord; and
  - (b) take all steps (including proceedings) the Landlord reasonably requires to prevent or secure the removal of the obstruction.

**31. BREACH OF REPAIR AND MAINTENANCE OBLIGATION**

- 31.1 The Landlord may enter the Property to inspect its condition and state of repair and may 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.
- 31.2 If the Tenant has not begun any works needed to remedy that breach within two months following that notice (or if works are required as a matter of emergency, then immediately) or if the Tenant is not carrying out the works with all due speed, then the Landlord may enter the Property and carry out the works needed.
- 31.3 The costs incurred by the Landlord in carrying out any works pursuant to this clause (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.
- 31.4 Any action taken by the Landlord pursuant to this clause shall be without prejudice to the Landlord's other rights, including those under clause 35.

**32. INDEMNITY**

The Tenant shall keep the Landlord indemnified against all expenses, costs, claims, damage and loss (including any diminution in the value of the Landlord's interest in the Property and loss of amenity of the Property) arising from any breach of any tenant covenants in this lease, or any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person on the Property with the actual or implied authority of any of them.

**33. LANDLORD'S COVENANT FOR QUIET ENJOYMENT**

The Landlord covenants with the Tenant, that, so long as the Tenant pays the rents reserved by and complies with its obligations in this lease, 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.

**34. GUARANTEE AND INDEMNITY**

34.1 If an Act of Insolvency occurs in relation to a guarantor, or if any guarantor (being an individual) dies or becomes incapable of managing his affairs the Tenant shall, if the Landlord requests, procure that a person of standing acceptable to the Landlord enters into a replacement or additional guarantee and indemnity of the tenant covenants of this lease in the same form as that entered into by the former guarantor.

34.2 Clause 34.1 shall not apply in the case of a person who is guarantor by reason of having entered into an authorised guarantee agreement.

34.3 For so long as any guarantor remains liable to the Landlord, the Tenant shall, if the Landlord requests, procure that that guarantor joins in any consent or approval required under this lease and consents to any variation of the tenant covenants of this lease.

**35. RE-ENTRY AND FORFEITURE**

35.1 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) any rent 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;
- (c) an Act of Insolvency.

35.2 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.

**36. LIABILITY**

36.1 At any time when the Landlord, the Tenant or a guarantor is more than one person, then in each case those persons shall be jointly and severally liable for their respective obligations arising by virtue of this lease. The Landlord may release or compromise the liability of any one of those persons or grant any time or concession to any one of them without affecting the liability of any other of them.

36.2 The obligations of the Tenant and any guarantor arising by virtue of this lease are owed to the Landlord and the obligations of the Landlord are owed to the Tenant.

36.3 The Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this lease, unless and until the Tenant has given the Landlord notice of the failure and the Landlord has not remedied the failure within a reasonable time of service of that notice.

### **37. ENTIRE AGREEMENT**

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

37.2 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).

37.3 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.

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

### **38. NOTICES, CONSENTS AND APPROVALS**

38.1 A notice given under or in connection with this lease shall be:

(a) in writing unless this lease expressly states otherwise and for the purposes of this clause an e-mail is not in writing;

(b) given:

(i) by hand or by pre-paid first-class post or other next working day delivery service at the party's registered office address (if the party is a company) or (in any other case) at the party's principal place of business; or

(ii) by fax to the party's main fax number.

38.2 If a notice is given in accordance with clause 38.1, it shall be deemed to have been received:

(a) if delivered by hand, at the time the notice is left at the proper address;

- (b) if sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting; or
- (c) if sent by fax, at 9.00 am on the next working day after transmission.

38.3 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.

38.4 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this lease.

38.5 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 a person duly authorised on behalf of the Landlord; and
- (b) it expressly states that the Landlord waives the requirement for a deed in that particular case.

If a waiver is given, it shall not affect the requirement for a deed for any other consent.

38.6 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.

38.7 If the Landlord gives a consent or approval under this lease, the giving of that consent or approval shall not imply that any consent or approval required from a third party has been obtained, nor shall it obviate the need to obtain any consent or approval from a third party.

### **39. EXCLUSION OF SECTIONS 24-28 OF THE LTA 1954**

39.1 The parties confirm that:

- (a) 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;
- (b) [[NAME OF DECLARANT] who was duly authorised by the Tenant to do so made a statutory declaration dated [ ] 2016 in

accordance with the requirements of section 38A(3)(b) of the LTA 1954; and

- (c) there is no agreement for lease to which this lease gives effect.

39.2 The parties agree that the provisions of sections 24 to 28 of the LTA 1954 are excluded in relation to the tenancy created by this lease.

#### **40. GOVERNING LAW AND JURISDICTION**

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

40.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this lease or its subject matter or formation (including non-contractual disputes or claims).

#### **41. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

A person who is not a party to this lease shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

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

## **Tenant's Plans**

EXECUTED as a deed by the Town Council of Bawtry  
acting by two councillors

.....

and its Clerk

.....

.....

Signed as a deed on behalf of the charity trustees of  
Bawtry Action for Recreation and Sport by two of their  
number, under an authority conferred pursuant to  
section 333 of the Charities Act 2011 in the presence  
of:

.....

.....

.....

Witness

Authorised signatories

NAME

ADDRESS

OCCUPATION