

Dated

2016

**THE MAYOR AND BURGESSES OF  
THE LONDON BOROUGH OF SOUTHWARK**

- and -

[     ]

---

**L E A S E**

Of:

**ST PAUL'S SPORTS GROUND SALTER ROAD LONDON SE16**

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TERM COMMENCES:

TERM EXPIRES:

Doreen Forrester-Brown  
Director of Legal Services  
London Borough of Southwark

PO Box 64529  
London SE1P 5LX

160 Tooley Street  
London SE1 2QH

Ref: LEG/CONV/[     ]/JM

## PARTICULARS

DATE : \_\_\_\_\_

THE LANDLORD : **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF SOUTHWARK** of 160 Tooley Street  
London SE1 2QH

THE TENANT : [ ]  
Registered office:  
Company Number:

THE SURETY : \_\_\_\_\_

THE PREMISES : All those premises known as St Paul's Playing Ground  
Salter Road London SE16 and any buildings standing  
thereon from time to time as shown edged in red on  
the plan annexed hereto together with all additions  
alterations and improvements thereto and including  
Landlords fixtures and fittings

THE TERM : The term of three years commencing on the date of  
this lease and ending on [ ]

THE RESERVED RENT : [ ] POUNDS (£[ ].00) per annum

THE RENT COMMENCEMENT DATE : *Date of completion*

THE PERMITTED USE : As a sports ground for educational and community  
use falling within the current definition of Class D2  
Town and Country Planning (Use Classes) Order  
1987 as amended by the Town and Country Planning  
Act 1995

PREScribed RATE OF INTEREST : Interest at the rate of 5% over the Bank of England  
base rate from time to time

LEGAL COSTS : £250 and disbursements

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**THE FIRST SCHEDULE  
(Rights)**

**THE SECOND SCHEDULE  
(Reservations)**

**T H I S   L E A S E**    is made on the day written in the Particulars  
**B E T W E E N** the Landlord and the Tenant set out in the Particulars

**RECITALS**

(1)        The Landlord and the Tenant have agreed that the Tenant should manage St. Paul's Sports Ground and that the Landlord should grant a lease of the Premises to the Tenant to facilitate this.

(2)        On date hereof the Landlord and the Tenant will at the same time enter into the Management Agreement providing for the management of St.Paul's Sports Ground by the Tenant

(3)        The letting is to be subject to a concession agreement with Fisher Football Club of [        ] in respect of use of the Premises

**WITNESSETH AS FOLLOWS:**

1        **IN** consideration of the Reserved Rent and of the covenants on the part of the Tenant hereinafter contained the Landlord hereby demises unto the Tenant **ALL THOSE** the Premises as defined in the Particulars **TOGETHER WITH** the rights set out in the First Schedule hereto subject to all the rights and easements now existing in on under or over the Premises [and to the Fisher Concession Agreement] **EXCEPT AND RESERVED** unto the Landlord and the tenants and occupiers of the adjoining or neighbouring premises as mentioned in the Second Schedule hereto **TO HOLD** unto the Tenant for the Term **YIELDING AND PAYING** therefore unto the Landlord the Reserved Rent at the times and in the manner therein

provided **AND ALSO PAYING** by way of further or additional rent all other sums payable to the Landlord pursuant to the provisions of this Lease

#### Interpretation and Definition

2(1) In this Lease where the context so admits the following expressions shall have the following meanings:

(a) "Authorised Officer" shall mean the officer to whom the functions rights and powers given to the Council under the Management Agreement have been delegated wholly or in part

(b) "the Landlord" shall mean the Landlord and shall include the reversioner for the time being immediately expectant on the Term

(c) "Management Agreement" shall mean an agreement dated made between (1) the Landlord and (2) the Tenant for the provision of services by the Tenant

(d) "the Tenant" shall mean the Tenant and shall include the successors in title and assignees of the Tenant

(d) "Act of Insolvency" means the taking of any step in connection with any voluntary agreement or any other compromise or arrangement for the benefit of any creditors of the Tenant or the surety; or

(i) the making of an application for an administration order or the making of an administration order in relation to the Tenant or the surety; or

(ii) 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, in any case in relation to the Tenant or the surety; or

- (iii) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant or the surety; or
  - (iv) the commencement of a voluntary winding-up in respect of the Tenant or the surety, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of insolvency has been filed with the Registrar of Companies; or
  - (v) the making of a petition for a winding-up order or a winding-up order in respect of the Tenant or the surety; or
  - (vi) the striking-off of the Tenant or the surety from the Register of Companies or the making of an application for the Tenant or the surety to be struck-off; or
  - (vii) the Tenant or the surety otherwise ceasing to exist (but excluding where the Tenant or the surety dies); or
  - (viii) the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant or the surety
- (e) “the surety” means the Surety and any other surety or guarantor of the tenant’s covenants of this lease including a guarantor who has entered into an Authorised Guarantee Agreement.
- (f) “Authorised Guarantee Agreement” means an authorised guarantee agreement made in relation to this Lease
- (j) “Insured Risks” means fire explosion lightning storm flood earthquake bursting and overflowing of water tanks apparatus or pipes impact by aircraft or articles dropped from them impact from vehicles riot civil commotion and any other risks against which the Landlord may require

the Tenant to insure against from time to time and “Insured Risk” means any one of the Insured Risks

(k) “LTA 1954” means the Landlord and Tenant Act 1954

(l) “the Fisher Concession Agreement” means the agreement in the form of the agreement annexed at Annex 1 of this lease

(2)(a) words importing the masculine gender only include the feminine gender and vice versa

(b) words importing persons shall include firms companies and corporations and vice versa

(c) words importing the singular number include the plural number and vice versa and where the Tenant and/or the surety consist of two or more persons all covenants by the Tenant and/or the surety (as the case may be) shall be deemed to be made by such persons jointly and severally

(d) Except where a contrary intention appears a reference to a clause or schedule is a reference to a clause of or a schedule to this Lease and a reference in a schedule to a paragraph is to a paragraph of that schedule

(e) Clause headings are for convenience only and do not affect the interpretation of this Lease

(f) Unless the context otherwise requires references to the Premises are to the whole or any part of them

(g) 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

(h) 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

(i) The expressions "landlord covenant" and "tenant covenant" each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995

(j) A reference to the end of the term or similar expression is to the end of the term however it ends.

(k) 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.

(3) In the case of any inconsistency between the terms of the Management Agreement and the terms of this Lease the terms of this Lease shall prevail

### **3 TENANTS COVENANTS**

**THE** Tenant hereby covenants with the Landlord as follows:

#### To Pay Rent

(1) To pay the Reserved Rent from the Rent Commencement Date quarterly in advance on the 25 March 24 June 29 September and 25

December in each year of the Term the first of such payments to be made on the date of this lease

To Pay Outgoings

(2)(a) To pay and discharge (including VAT) all existing and future rates taxes assessments and outgoings whatsoever payable by law in respect of the Premises either by the owner or the occupier thereof

To Pay Interest

(b) To pay interest on any overdue Reserved Rent or additional rent or other payment due to the Landlord under the terms hereof at the Prescribed Rate of Interest on any sum not paid within seven days of the date upon which any such sum or sums become due until the date of payment thereof such interest to be recoverable as if the same were rent in arrear reserved by this Lease and to be paid hereunder before as well as after any judgement

To Keep in Good Repair

(3) Throughout the Term to cleanse and keep clean and to put and keep and maintain and renew all parts of the Premises and all additions thereto (and the Landlord's fixtures and fittings thereon) including the boundary walls and fences thereof, the Service Media, the lighting (whether internal or external) the interior and exterior of any buildings standing on the Premises now or in the future (including their structure) and the surfaces of the pitch and the Equipment (as defined in the Management Agreement) all in good substantial and safe repair and condition such works to be carried out to the Landlord's satisfaction and in accordance with all statutory

requirements and in accordance with the Service Specifications of the Management Agreement

To Permit Entry To Inspect

(4)(a) To permit the Landlord or its agents with or without workmen and others at all reasonable times (except in case of emergency) to enter upon and inspect the Premises for any purpose;

(b) Without prejudice to the generality of the foregoing to permit the Landlord or its agents with or without workmen and others at all reasonable times (except in case of emergency) to enter upon and examine the condition of the Premises and thereupon the Landlord may serve upon the Tenant a Notice in writing specifying any repairs necessary to be done for which the Tenant is responsible pursuant to Clause 3(3) hereof and requiring the Tenant forthwith to execute the same and if the Tenant shall not within twenty-eight days after service of such Notice commence and thereafter proceed diligently with the execution of such repairs then the Landlord shall be entitled to enter the Premises and execute such repairs and the cost thereof together with the Prescribed Rate of Interest thereon from the date seven days after demand shall be payable after the work has been completed on demand by the Landlord and shall be a debt due from the Tenant to the Landlord and be forthwith recoverable by action as if the same were rent in arrear

To Permit Entry to Execute Repairs

(5) To permit the Landlord or its agents or owners or occupiers of neighbouring or adjacent premises in the ownership of the Landlord with all

necessary workmen and appliances at all reasonable times and at any time in an emergency to enter upon the Premises to inspect execute repairs or make alterations to the Premises or to any adjoining or neighbouring property of the Landlord

#### Not to Permit Alterations

(6)(a) Not to erect or to permit or suffer to be erected any other building upon the Premises nor to make or permit or suffer to be made any alteration in or addition to the Premises or any building thereon or the sports pitch thereon or cut maim or injure or permit or suffer to be cut maimed or injured any of the walls or timbers of any building on the Premises nor to make any alteration or addition to or remove any boundary structures or part thereof at the Premises nor to make any opening in any boundary and not to impose upon any floor wall or roof of any building on the Premises a load greater than the same is designed to carry

(b) Not to make any internal non-structural alteration to any building at the Premises without the prior written consent of the Landlord

#### Alienation

(7)(a) Not to assign share underlet charge or part with possession of the Premises or any part thereof nor grant licences of any kind in respect of the Premises **SAVE THAT** *[add provision to allow hourly lettings at rates agreed in advance with the council's Parks & Leisure Department and provision regarding Fisher FC concession agreement]*

#### To Pay Costs

(8)(a) To pay all costs and expenses (including solicitors costs and surveyors' fees) properly incurred by the Landlord in or in contemplation of

(i) any application to the Landlord for any consent pursuant to the covenants herein

(ii) any notice or proceedings under Sections 146 and 147 of the Law of Property Act 1925 notwithstanding forfeiture is avoided otherwise than by relief granted by the Court

(iii) the enforcement of the Tenant's covenants in this Lease

(iv) the service of any notice in connection with this Lease under s17 Landlord and Tenant (Covenants) Act 1995

(v) the preparation and service of a schedule of dilapidations in connection with this Lease

(vi) 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)

(b) To pay the Landlord's legal and Surveyors' costs for the preparation of this Lease in the sums stated in the Particulars

To Use For Permitted Use Only

(9)(a) Not to carry on or permit or suffer to be carried on in or upon the Premises or any part thereof any trade or business whatsoever other than the Permitted Use and at all times of the year to keep all parts of the Premises open for the Permitted Use at the following times:

a. From 8 am until 10 pm Monday to Friday

- b. From 8 am until 7 pm on Saturdays
- c. From 8 am to 6 pm on Sundays

With the exception of one week day evening per week between July and April (a maximum of 4 times per calendar month) when the facility may be used until 10.30 pm for injury or extra time during Fisher FC matches only

and to display such opening times outside the Premises at all times

- (b) not to use the Premises for private functions except with the prior written approval of the Landlord's Authorised Officer
- (c) Not to install or bring on to the Premises at any time any "playing for amusement only" or "amusement with profit" machines

#### Not to Display Advertisements

- (10) Not to erect or display any advertisements hoardings or notices on the Premises or any part thereof without the previous written consent of the Landlord and if and so far as such consent shall be given to comply with the provisions of the Town and Country Planning (Control of Advertisements) Regulations 1992 or any statutes orders or regulations amending or replacing the same

#### Not to hold Auctions

- (11) Not to hold or permit or suffer to be held any sale by auction on the Premises

#### Not to Detrimentally Affect Support

- (12) Not to do or suffer to be done upon the Premises any act or omission which would detrimentally affect the support shelter or protection to the property of the Landlord over and adjacent to the Premises

#### To Permit Re-Letting Notices

(13) To permit the Landlord during the six months immediately preceding the determination of the Term to affix and retain without interference upon any part of the Premises a Notice for re-letting the same and during the said six months to permit persons with written authority from the Landlord at all reasonable times of the day to enter and view the Premises

Not To Cause Nuisance Or Void Insurance Of Neighbouring Premises

(14) Not to do or permit upon the Premises any act or thing or process or deposit liquid or material which may be noisy noxious dangerous inflammable or offensive or become a nuisance or annoyance to the Landlord or to the tenants or the occupiers of other property in the neighbourhood or cause damage to the Landlord or its tenants or the tenants or occupiers of other property in the neighbourhood or which may render any increased premium payable for the insurance of the Premises or any other premises against fire or accident or other cause or which may make void or voidable any such policy of insurance and if at any time during the Term anything shall be done on the Premises which shall cause the premium of any neighbouring owner or occupier or the Landlord to be charged to exceed the average for the time being in force shall give notice thereof to the Landlord and shall pay any such increase in premium so charged as aforesaid on either the Premises or any other premises and if the Premises or any part thereof shall be so destroyed or damaged by fire or accident or other cause and the policy or policies of such insurance should have become void or voidable by the act or default of the Tenant the

Tenant shall rebuild or re-instate the premises so destroyed or damaged out of his own monies

To Yield Up

(15) To yield up the Premises with vacant possession and free of all refuse and unless previously advised in writing by the Landlord the Tenant shall remove all the Tenant's fixtures fittings and chattels at the determination of the Term (howsoever determined) in accordance with the covenants contained in this Lease **PROVIDED THAT**

(a) the Tenant shall prior to such determination re-instate the Premises after removal of such Tenant's fixtures and fittings to the reasonable satisfaction of the Landlord

(b) if in the course of such reinstatement any damage is done to the Premises the Tenant shall repair and make good such damage with good quality materials and in a workmanlike manner to the satisfaction of the Landlord and

(c) if the Tenant fails to comply with its obligations in this sub-clause then without prejudice to any other right or remedy of the Landlord the Landlord may repair any such damage and the cost of carrying out such repair work shall be recovered from the Tenant by the Landlord as a simple contract debt

To Apply Insurance Monies

(16) If at any time the Tenant is entitled to the benefit of any insurance on the Premises then to apply any monies received by virtue of such insurance in the rebuilding or re-instatement of the Premises in accordance



with the then existing bye-laws and regulations and to the satisfaction of the Landlord

### Insurance

(17) (a) At all times throughout the Term to keep the Premises insured against loss or damage by the Insured Risks in the sum which the Landlord considers to be the full rebuilding cost (taking inflation of building costs into account) and including architects' and surveyors' fees and all other fees and to make all payments for the above purpose no later than the same become payable and to forthwith apply after any destruction or damage all money received in connection with any damage to the Premises to repair the damage for which the money has been received or (as the case may be) in reinstating the Premises and any buildings or other structures thereon

**PROVIDED HOWEVER** that if the re-instatement of the Premises or any part thereof shall be frustrated or proves impossible or impracticable all the insurance monies relating to the Premises or part in respect of which it occurs shall belong to the Landlord

**AND PROVIDED FURTHER** that in the event that the insurance is vitiated by any act or omission of the Tenant its employees contractors visitors or agents or any other person on the Premises with actual or implied authority of the Tenant then the Tenant shall forthwith repair or reinstate (as the case may be) the Premises to the reasonable satisfaction of the Landlord out of its own monies

(b) To insure the Tenant's business carried out at the Premises against all Third Party and public liability risks at a sum (being not less than five million pounds for any one claim in respect of public liability insurance and not less than ten million pounds for any one claim in respect of employer's liability insurance) under a policy and with an office previously approved by the Landlord in writing and to insure the Tenant's equipment

To Comply With Legislation

(18) To comply with all bye-laws orders notices regulations statutes and statutory instruments directives articles and regulations already or hereafter to be made as they relate to the Premises or the responsibilities of the person for the time being who owns or controls the Premises or the business carried on therein and to pay all costs and expenses in connection therewith and at the expense of the Tenant to do all that is necessary to obtain maintain and renew all licences and registrations required by law with respect thereto and to indemnify fully the Landlord against all actions proceedings damages costs expenses claims and demands whatsoever in respect of any breach thereof

To Keep Free From Obstruction

(19) To keep free from obstruction all passageways yards landings forecourts and other parts of the Premises or any other property of the Landlord enjoyed or used by the Tenant in common with others and to make adequate provision for the disposal of litter in and around the Premises both internally and externally

#### To Observe Fire and Security Precautions

(20)(a) At all times during the Term to comply with all requirements and recommendations from time to time of the appropriate authority and the insurers in relation to fire and security precautions affecting the Premises and at the expense of the Tenant to keep the Premises sufficiently supplied and equipped with fire fighting extinguishing apparatus and appliances of the type to be approved from time to time by the Landlord and suitable in all respects to the type of user of or business or trade carried on upon the Premises which shall be open to inspection and maintained to the reasonable satisfaction of the Landlord

(b) To secure the Premises when not in use

#### To Disclose Information

(21) Forthwith and in any event no later than seven days after the receipt thereof by the Tenant to provide to the Landlord copies of any notices served by any authority whatsoever with respect to the Premises and to disclose to the Landlord on receipt of the Landlord's written request such information as the Landlord may reasonably require

#### To Observe Covenants

(22) At all times during the Term to observe and conform to the conditions or other matters (if any) referred to in the Landlord's title hereto so far as the same are respectively for the time being enforceable and capable of taking effect and to keep the Landlord fully and effectually indemnified against all actions proceedings damages costs expenses claims and demands whatsoever in respect of any breach thereof

#### To Comply With Regulations

(23) To comply with all reasonable regulations imposed from time to time by the Landlord on the Premises for the purposes of good estate management and the welfare and safety of occupiers of the Premises and the locality

#### Not To Display Offensive Material

(24) Not in any event to display notices or posters or advertisements or signs that may cause offence and the Local Authority's decision as to what may cause offence shall be final

#### To Pay Value Added Tax

(25) Wherever in this Lease provision is made for the Tenant to pay any sum (including legal costs registration fees surveyors and other professional fees charges and expenses) on which value added tax is or may become payable then the Tenant shall pay (as further or additional rent where appropriate) in addition to such sum value added tax thereon at the appropriate rate

#### Not To Stop Up Windows Or Permit Encroachments Or Unauthorised Lettings

(26) Not by building or otherwise to stop up or darken any window or light in any building now existing or hereafter to be erected or to stop up or obstruct any access of light enjoyed to any premises the estate or interest whereof in possession or reversion now is or hereafter may be in the Landlord or in any person in trust for it nor permit any new wayleave right privilege or encroachment to be made or acquired into against or upon the

Premises and in case any such easement right privilege or encroachment shall be made or attempted to be made to give immediate notice thereof to the Landlord and to permit the Landlord and its agents to enter upon the Premises for the purpose of ascertaining the nature of any such easement right or privilege or encroachment and at the request and cost of the Landlord to adopt such means as may be reasonably required or deemed proper for preventing any such encroachment or the acquisition of any such easement right or privilege or encroachment

#### Consent to Landlord's Application For Release

(27) The Tenant shall not unreasonably withhold or delay consent to an application made by the Landlord under Section 8 of the Landlord and Tenant (Covenants) Act 1995 for a release from all or any of the Landlord covenants of this Lease

#### Indemnity

(28) The Tenant shall indemnify the Landlord against all expenses costs claims damage and loss arising from any breach of any tenant covenant in this Lease or any act or omission of its contractors or agents or any other person on the Premises with actual or implied authority of the Tenant

#### Landlord's Covenants

4 **THE** Landlord hereby covenants with the Tenant as follows:

#### Quiet Enjoyment

(1) That the Tenant paying the rent hereby reserved and performing and observing the several covenants on the Tenant's part hereinbefore contained may peaceably hold and enjoy the Premises during the Term without any interruption by the Landlord or any person rightfully claiming

Provisos

5 **PROVIDED ALWAYS** and it is hereby expressly agreed as follows:

Forfeiture

(1) If

(a) any rent is at any time unpaid for twenty-one days after becoming payable (whether formally demanded or not) or

(b) the Tenant is in breach of any tenant covenant or condition in this Lease or

(c) there is an Act of Insolvency or the Tenant makes an assignment for the benefit of its creditors

then the Landlord may at any time thereafter re-enter the Premises or any part thereof in the name of the whole and this Lease shall immediately end but without prejudice to any of the Landlord's rights or remedies in respect of any breach of covenant by the Tenant or any surety

Acceptance of Rent

(2) In the event of any of the happenings referred to in paragraph (1) of this Clause any subsequent demand for and or acceptance of rent alone by the Landlord shall not be treated as waiver of the Landlord's right to forfeit this Lease or to re-entry and the Tenant shall not in any proceedings

for forfeiture be entitled to rely upon such demand or acceptance as a defence

#### Determination and Break Option

(3)(a) In the event that the Management Agreement is terminated for whatever reason this Lease shall automatically determine without prejudice to the rights of either party in respect of any antecedent breach

(b) Without prejudice to the generality of the foregoing sub-clause 5(3)(a) in the event that the Tenant terminates the Management Agreement in accordance with the provisions of clause 24.1 of the Management Agreement then that notice of termination shall also cause this Lease to terminate on the date specified in the tenant's notice of termination served in accordance with the provisions of clause 24.1 of the Management Agreement

(c) Termination of this Lease pursuant to this clause shall be without prejudice to any right or remedy of the Landlord in respect of any antecedent breach of the covenants or conditions on the part of the tenant in this lease including any covenants expressed to be complied with before the end of the term

(d) If this Lease terminates in accordance with sub clause 3(b) of this clause then within 28 days thereafter the Landlord shall refund to the Tenant the proportion of the Reserved Rent and any VAT paid in respect of it for the period from and excluding the date of termination up to and excluding the next Quarter Day calculated on a daily basis

### Notices

(4) Any notice under this Lease shall be in writing and any notice to the Tenant shall be deemed to be sufficiently served if left addressed to the Tenant on the Premises or sent to the Tenant by recorded delivery post or left at the Tenant's last known address and any notices to the Landlord shall be deemed to be sufficiently served if delivered to the Landlord's Surveyor for the time being at 160 Tooley Street London SE1 2QH (or such other address as shall be notified to the Tenant) or sent to him or her by recorded delivery post

### Exclusion of Part II of the 1954 Act

(5) The Landlord has served on the Tenant a notice in the form set out in Schedule 1 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 ("the Order") and the Tenant or a duly authorised person on behalf of the Tenant has made a statutory declaration in the form set out in paragraph 8 of Schedule 2 to the Order and the parties agree that the provisions of Sections 24 to 28 (inclusive) of the 1954 Act shall not apply to this Lease

### Exclusion of Liability

(6) Insofar as the general law permits:

(a) The Landlord shall not be liable to the Tenant or to any other person for any accident loss or damage which may at any time during the Term be suffered by the Tenant or any other person or be occasioned to the Premises or to any goods or property of the Tenant or any other person by reason of any act neglect default or non-feasance or otherwise of the



Landlord or of the servants employees or tenants of the Landlord or any other person or by reason of any breach of any obligation herein contained or by reason of any other cause whatsoever whether arising in the Premises or adjoining or neighbouring premises and the Landlord shall not be liable to any person or a party to this Lease going beyond the common duty of care imposed by the Occupiers Liability Act 1957 or the Defective Premises Act 1972

(b) The Landlord shall not be responsible to the Tenant or the Tenant's invitees or licensees nor to any other person on the Premises:

- (i) for any accident happening or injury suffered on the Premises
- (ii) for any damage or loss of any goods or property sustained on the Premises

Landowner/Statutory Authority

(7) The Entry into this Lease by the London Borough of Southwark ("the Landlord") as landowner shall not affect the Landlords statutory responsibilities obligations and position or its discretion or powers (including without limitation as Planning Authority) and that nothing in this Lease shall relieve the Tenant from obtaining all statutory consents and observing all statutory or other obligations as though the Landlord to this Lease had not been the Landlord or a Local Authority fulfilling similar functions to the Landlord

Particulars

(8) The matters set out in the Particulars are incorporated in this Lease

Landlord and Tenant (Covenants) Act 1995

(9) This Lease creates a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995

Entire Agreement

(10) The Management Agreement and this Lease constitute the entire agreement between the parties and supersede any previous agreement between them relating to the subject matter of the same

6 Surety

(1) Guarantee and Indemnity

(a) The surety guarantees to the Landlord that the Tenant shall:

(i) pay the rents reserved by this Lease and observe and perform the Tenant's covenants of this Lease and if the Tenant fails to pay any of those rents or to observe or perform any of those Tenant's covenants, the surety shall pay or observe and perform them; and

(ii) observe and perform any obligations the Tenant enters into in an Authorised Guarantee Agreement made in respect of this Lease and that if the Tenant fails to do so the surety shall observe and perform those obligations

(b) The surety covenants with the Landlord as a separate and independent primary obligation to indemnify the Landlord against any failure by the Tenant:

(i) to pay any of the rents reserved by this Lease or any failure to observe or perform any of the Tenant's covenants of this Lease; and

(ii) to observe and perform any of the obligations the Tenant enters into in the Authorised Guarantee Agreement

(2) Surety's Liability

(a) The liability of the surety under clauses 7(1)(a)(i) and 7(1)(b)(i) shall continue until the end of the Term or until the Tenant is released from the Tenant's covenants of this Lease by virtue of the Landlord and Tenant (Covenants) Act 1995 if earlier

(b) The liability of the surety shall not be affected by

(i) any time or indulgence granted by the Landlord to the Tenant; or

(ii) any delay or forbearance by the Landlord in enforcing the payment of any of the rents or the observance or performance of any of the Tenant's covenants of this Lease (or the Tenant's obligations under the Authorised Guarantee Agreement) or in making any demand in respect of any of them; or

(iii) any refusal by the Landlord to accept any rent or other payment due under this Lease where the Landlord believes that the acceptance of such rent or payment may prejudice its ability to re-enter the Premises; or

(iv) the Landlord exercising any right or remedy against the Tenant for any failure to pay the rents reserved by this Lease or to observe or perform the Tenant's covenants of this Lease (or the Tenant's obligations under the Authorised Guarantee Agreement); or

(v) the Landlord taking any action or refraining from taking any action in connection with any other security held by the Landlord in respect of

the Tenant's liability to pay the rents reserved by this Lease or observe and perform the Tenant's Covenants of the Lease (or the Tenant's obligations under the Authorised Guarantee Agreement) including the release of such security; or

(vi) a release or compromise of the liability of any one of the persons who is the surety, or the grant of any time or concession to any one of them; or

(vii) any legal limitation or disability on the Tenant or any invalidity or irregularity of any of the Tenant's covenants of the lease (or the Tenant's obligations under the Authorised Guarantee Agreement) or any unenforceability of any of them against the Tenant; or

(viii) the Tenant being dissolved, or being struck off the Register of Companies or otherwise ceasing to exist or if the Tenant is an individual by the Tenant dying or becoming incapable of managing its affairs; or

(ix) without prejudice to sub-clause 4, the disclaimer of the Tenant's liability under this Lease or the forfeiture of this Lease; or

(x) the surrender of part of the Premises except that the surety shall not be under any liability in relation to the surrendered part in respect of any period after the surrender; or

(xi) by any other act or omission except an express written release under seal of the surety by the Landlord

(c) The liability of each of the persons making up the surety is joint and several

(d) Any sum payable by the surety is to be paid without any deduction set-off or counter-claim against the Landlord or the Tenant

(3) Variations and Supplemental Documents

(a) The surety shall at the request of the Landlord join in and give its consent to the terms of any consent approval variation or other document that may be entered into by the Tenant in connection with this Lease (or the Authorised Guarantee Agreement)

(b) The surety shall not be released by any variation of the rents reserved by or the Tenant's covenants in this Lease (or the Tenant's obligations under the Authorised Guarantee Agreement) whether or not:

- (i) the variation is material or prejudicial to the surety; or
- (ii) the variation is made in any document; or
- (iii) the surety has consented, in writing or otherwise, to the variation

(c) The liability of the surety shall apply to the rents reserved by and the Tenant's covenants in this Lease (and the Tenant's obligations under the Authorised Guarantee Agreement) as varied except to the extent that the liability of the surety is affected by Section 18 of the Landlord and Tenant (Covenants) Act 1995

(4) Surety to Take a New Lease or Make Payment

(a) If this Lease is forfeited or the liability of the Tenant under this Lease is disclaimed and the Landlord gives the surety notice not later than two months after the forfeiture or the Landlord having received notice of the disclaimer the surety shall enter into a new Lease of the Premises on the terms set out in sub-clause (4)(b)

(b) The rights and obligations under the new Lease shall take effect from the date of the forfeiture or disclaimer and the new Lease shall:

(i) be granted subject to any right of any person to have this Lease vested in them by the court and to the terms on which any such order may be made and subject to the rights of any third party existing at the date of the grant;

(ii) be for a term that expires at the same date as the end of the Term of this Lease had there been no forfeiture or disclaimer;

(iii) reserves an annual rent an amount equal to the Reserved Rent at the date of the forfeiture or disclaimer

(iv) be excluded from Sections 24 to 28 of the LTA 1954; and

(v) otherwise be on the same terms as this Lease (as varied if there has been any variation)

(c) The surety shall pay the Landlord's solicitors' costs and disbursements (on a full indemnity basis) and any VAT in respect of them in relation to the new lease and shall execute and deliver to the Landlord a counterpart of the new lease within one month after service of the Landlord's notice

(d) The grant of a new lease and its acceptance by the surety shall be without prejudice to any other rights which the Landlord may have against the surety or any other person in respect of any other security that the Landlord may have in connection with this Lease

(e) The Landlord may instead of giving the surety notice pursuant to clause 7(4)(a) but in the same circumstances and within the same time

limit require the surety to pay an amount equal to six months Reserved Rent and the surety shall pay that amount on demand

(5) Payments in Gross and Restrictions on the Surety

(a) Any payment or dividend that the Landlord receives from the Tenant (or its estate) or any other person in connection with any insolvency proceedings or arrangement involving the Tenant shall be taken and applied as a payment in gross and shall not prejudice the right of the Landlord to recover from the surety to the full extent of the obligations that are the subject of this guarantee and indemnity

(b) The surety shall not claim in competition with the Landlord in any insolvency proceedings or arrangement of the Tenant in respect of any payment made by the surety pursuant to this guarantee and indemnity and if it otherwise receives any money in such proceedings or arrangement it shall hold that money on trust for the Landlord to the extent of its liability to the Landlord

(c) The surety shall not without the consent of the Landlord exercise any right or remedy that it may have (whether against the Tenant or any other person) in respect of any amount paid or other obligation performed by the surety under this guarantee and indemnity unless and until all the obligations of the surety under this guarantee and indemnity have been fully performed

(7) Other Securities

(a) The surety warrants that it has not taken and covenants that it shall not take any security from or over the assets of the Tenant in

respect of any liability of the Tenant to the surety and if it does hold any such security it shall hold it for the benefit of the Landlord

(b) This guarantee and indemnity is in addition to any other security that the Landlord may at any time hold from the surety or the Tenant or any other person in respect of the liability of the Tenant to pay the rents reserved by this Lease and to observe and perform the Tenant covenants of this Lease and it shall not merge in or be affected by any other security

(c) The surety shall not be entitled to claim or to participate in any other security held by the Landlord in respect of the liability of the Tenant to pay the rents reserved by this Lease or to observe and perform the Tenant's covenants of this Lease

7. Fisher Concession Agreement

The Tenant will on the date hereof enter into the Fisher Concession Agreement

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



**THE FIRST SCHEDULE**  
**(Particulars of Rights)**

The right (in common with the Landlord and all others now or hereafter similarly entitled) subject always to the regulations referred to in clause 3(23) hereof as follows:

(1) Right for services

The free right of passage and running of water and soil gas and electricity from and to the Premises through all drains gutters pipes wires and cables (hereafter called "the Conduits") which are now or may during the period of eighty years from the date hereof be constructed in any adjoining property of the Landlord and the right (subject to there being adequate capacity in the Conduits and to the Landlord's Surveyor approving the location of any connection) to connect into such Conduits

(2) Right of support

The right of support for the Premises as the same is now enjoyed from any adjoining or neighbouring land of the Landlord

(3) Right of Way

The right at all times to use the roads and paths shown coloured [ ] on the Plan for the purposes of pedestrian and vehicular access to and egress from the Premises only in connection with the use of the Premises for the Permitted Use and in accordance with any regulations made by the Landlord PROVIDED ALWAYS that the Landlord may at its discretion change the route of such means of access to or egress from the Premises and may change the area over which such right is exercised

(4) Additional Rights

Any additional right mentioned in the Particulars hereof or such variation of any rights granted hereunder provided that some suitable alternative right is made available by the Landlord

**THE SECOND SCHEDULE**  
**(Particulars of Reservations)**

There is excepted and reserved out of this demise unto the Landlord and to the tenants and occupiers of the adjoining or neighbouring premises

(1) The free and uninterrupted passage and running of water soil gas and electricity over through and along all drains gutters pipes wires and cables now or hereafter laid or installed in or under the Premises to and from any adjoining property of the Landlord with the right for the Landlord to enter on the Premises for the purpose of inspecting repairing cleansing maintaining altering and connecting to the said pipes wires and cables such further or other drains gutters pipes wires and cables as may be necessary or expedient subject to their making good all damage caused by such entry except in so far as such entry may be necessitated by any default of the Tenant

(2) The right to affix to the exterior portions of the boundary structures of the Premises notices signs advertisements scaffolding and other apparatus thereto as may be found necessary and desirable for such periods as may reasonably be necessary provided that such notices signs and advertisements scaffolding and other apparatus would not affect

reasonable use and enjoyment of the Premises together with such rights of access thereto as may be necessary for any such purposes and also the right to alter pull down rebuild or otherwise deal with any adjoining or neighbouring property of the Landlord not hereby demised

(3) The right to affix notices signs or other projections on any adjoining property notwithstanding the fact that the same may project over any portion of the Premises provided that such projection shall not cause any unreasonable interference with the enjoyment by the Tenant of the Premises

(4) The full right and liberty at all times hereafter to have any adjoining premises supported upheld and maintained by the Premises and soil (if any) included in this demise

(5) The right at any time to build or alter add to extend or redevelop any adjoining or neighbouring land or buildings notwithstanding any interference with the access of light or air to the Premises or any part thereof

The Common Seal of **THE** )  
**MAYOR AND BURGESSES** )  
**OF THE LONDON BOROUGH** )  
**OF SOUTHWARK** was hereto )  
affixed in the presence of: )

Authorised Signatory:

Executed as a Deed by [       ] )  
acting by:                                )  
                                                     )

Director

Secretary

Executed as a Deed by [       ] )  
acting by:                                )  
                                                     )

Director

Secretary

## **ANNEXE 1**

### **FORM OF FISHER CONCESSION AGREEMENT**

#### **1. Concession Agreement to Fisher FC**

The Tenant will be obliged to enter into a concession agreement with Fisher FC to incorporate the following terms:

- a. Guaranteed use of the facility to Fisher FC for one mid-week game per fortnight and one Saturday afternoon/evening game per fortnight during the football season only from July to April.
- b. Fisher FC to pay a fee of £5,000 pa.
- c. Revenue from gate receipts and the bar on match days will belong to Fisher FC less management costs which the Tenant shall incur in keeping the facility open during match periods.
- d. Fisher FC to pay the community usage rate for training sessions.
- e. Timetabling for training sessions are to be agreed in advance between the Tenant and Fisher FC and reserved for Fisher FC during the football season only (thought to be Tuesdays and Thursdays between 6 pm and 10 pm).
- f. Precise usage times, fees and conditions to be confirmed.