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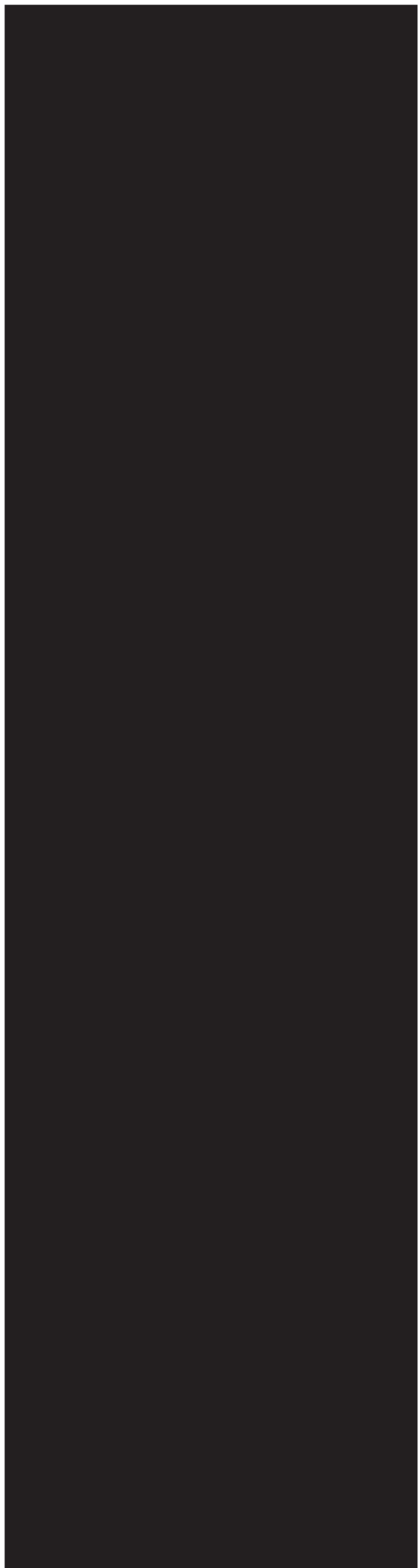


























## **SCHEDULE 27 - NNDR**

### **1. DEFINITIONS**

<b>Billing Authority</b>	has the meaning given to the term <b>billing authority</b> in the Local Government Finance Act 1988.
<b>National Non Domestic Rates or NNDR</b>	the National Non Domestic Rates as contained in the Local Government Finance Act 1988 (or any rates or tax that replaces it) payable in relation to the Sites and/or the Facilities.
<b>NNDR Failure</b>	<ul style="list-style-type: none"><li>(a) a failure by (or on behalf of) the Contractor to submit, or do anything reasonably required by the Authority (acting in its capacity as Billing Authority) in support of, an application for NNDR Relief;</li><li>(b) any act or omission of any Contractor Related Party (excluding the Building Contractor and its servants, agents or employees) and any of their servants, agents or employees which is calculated or intended to cause loss of or unavailability of NNDR Relief;</li><li>(c) any failure by the Contractor or the Leisure Operator to exercise reasonable skill and care and use all reasonable endeavours to obtain NNDR Relief;</li><li>(d) a failure by the Contractor or the Leisure Operator to achieve the NNDR Relief status of an exempt charity.</li></ul>
<b>NNDR Pre-Application Information</b>	shall have the meaning given in Paragraph 2.2.1 (Eligibility for NNDR Relief).
<b>NNDR Pre-Application Rate</b>	shall have the meaning given in Paragraph 2.2.2 (Eligibility for NNDR Relief).
<b>NNDR Relief</b>	<p>relief from the obligation to pay NNDR applicable to the Sites and/or the Facilities pursuant to the provisions of:</p> <ul style="list-style-type: none"><li>(a) sections 50 and 47 of the Local Government Finance Act 1998 (and/or any such similar scheme making provision for relief or exemption from or reduction of the payment of any part of NNDR); and/or</li><li>(b) the NNDR Relief Policy.</li></ul>
<b>NNDR Relief Policy</b>	the Authority's (acting in its capacity as Billing Authority) policy for the application of NNDR Relief in the Authority's rating area and the exercise of its discretion to award NNDR Relief in respect of the Facilities pursuant to such policy.
<b>NNDR Report</b>	shall have the meaning given in Paragraph 5.3 (Alternative Structures).
<b>Updated NNDR Rate</b>	shall have the meaning given in Paragraph 3.4 (Initial Application for NNDR Relief).

### **2. ELIGIBILITY FOR NNDR RELIEF**

- 2.1 The Contractor acknowledges and agrees that, subject to the following provisions of this Schedule 27 (NNDR), the Contractor shall procure that the Leisure Operator shall be responsible

for the payment of NNDR applicable to the Facilities from the date on which NNDR is payable in respect of the Facilities), until the Expiry Date or, if earlier, the Termination Date.

2.2 The parties acknowledge and agree that:

- 2.2.1 the Contractor has, prior to the Commencement Date, submitted to the Authority information relating to the contractual arrangements and the Project and corporate structure proposed by the Contractor for the purposes of the Project to assist the Authority to assess the eligibility of the Contractor and/or Leisure Operator to claim NNDR Relief in connection with the Facilities on and from the date on which NNDR is payable in respect of the Facilities), such information being in the Agreed Form (**NNDR Pre-Application Information**); and
- 2.2.2 having relied upon the information contained in the NNDR Pre-Application Information, the Authority has indicated to the Contractor that the contractual arrangements and Project and corporate structure proposed by the Contractor would, on the date of such indication, entitle the Contractor to claim NNDR Relief in connection with the Facilities on and from the date on which NNDR is payable in respect of the Facilities), at a particular rate (**NNDR Pre-Application Rate**).

3. **INITIAL APPLICATION FOR NNDR RELIEF**

- 3.1 The Contractor shall or shall procure that the Leisure Operator shall inform the Financial Services Department of the Authority in relation to the occupation of the Facilities by the Contractor/Leisure Operator.
- 3.2 The Contractor shall or shall procure that the Leisure Operator shall submit an application for NNDR Relief to the Financial Services Department of the Authority following the issue of the first NNDR demand note by the Authority in respect of the Facilities. Such application will confirm whether the contractual arrangements and project and corporate structure vary from the NNDR Pre-Application Information.
- 3.3 Where, following the application referred to in Paragraph 3.2 (Initial Application for NNDR Relief), the Authority (acting in its capacity as Billing Authority) determines that the contractual arrangements contemplated by this Agreement (and (where applicable) the Sub-Contracts) will entitle the Contractor or Leisure Operator to claim NNDR Relief in connection with the Facilities at the NNDR Pre-Application Rate, then the Contractor shall apply (and continue to apply) the full benefit of such NNDR Relief to the Project and the Contractor warrants and confirms that in calculating the Annual Payment it has taken into account NNDR Relief at the NNDR Pre-Application Rate in respect of the Facilities, as contemplated in the LOBTA.
- 3.4 Where, following the application referred to in Paragraph 3.2 (Initial Application for NNDR Relief), the Authority (acting in its capacity as Billing Authority) determines that the contractual arrangements contemplated by this Agreement (and (where applicable) the Sub-Contracts) will not entitle the Contractor or Leisure Operator to claim NNDR Relief at the NNDR Pre-Application Rate and instead claim it at a different rate (including for the avoidance of doubt, a nil rate) (**Updated NNDR Rate**) in connection with the Facilities so that the NNDR liability for the Project increases, then:
  - 3.4.1 where the information on which such determination is made is:
    - (a) consistent (in all relevant respects) with the information submitted in the NNDR Pre-Application Information; and
    - (b) the reason for such determination does not arise as a result of an NNDR Failure; and
    - (c) the reason for such determination does not arise as a result of a Change in Law which was foreseeable at the date of this Agreement,

then, subject to the following provisions of this Schedule 27 (NNDR), the Authority shall be responsible for the payment of additional NNDR in respect of the Facilities and the Annual Payment shall be adjusted in accordance with Clause 69 (Financial Adjustments) so as to put the Contractor in no better and no worse a position than it would have been in had the relevant determination not been made;

- 3.4.2 where the information on which such determination is made is inconsistent (in any relevant respect) with the information submitted in the NNDR Pre-Application Information and/or the reason for such determination arises as a result of an NNDR Failure and/or the reason for such determination arises because of a Change in Law which was foreseeable at the date of this Agreement, then, subject to the following provisions of this Schedule 27 (NNDR), the Contractor shall be responsible for meeting the additional costs of NNDR in respect of the Facilities.

#### **4. SUBSEQUENT APPLICATIONS FOR NNDR RELIEF**

- 4.1 Following the Contractor's or Leisure Operator's initial application for NNDR Relief pursuant to Paragraph 3.2 (Initial Application for NNDR Relief), the Contractor shall or shall procure that the Leisure Operator shall submit an application for NNDR Relief to the Financial Services Department of the Authority whenever thereafter so required by the relevant rules and procedures of the Authority (acting in its capacity as Billing Authority). Such applications will confirm whether the contractual arrangements and project and corporate structure vary from the NNDR Pre-Application Information.

- 4.2 Where, following an application referred to in Paragraph 4.1 (Subsequent Applications for NNDR Relief), the Authority (acting in its capacity as Billing Authority) determines that the contractual arrangements contemplated by this Agreement (and (where applicable) the Sub-Contracts) will entitle the Contractor or Leisure Operator to claim NNDR Relief in connection with the Facilities at the NNDR Pre-Application Rate or the Updated NNDR Rate (as applicable), then the Contractor shall apply (and continue to apply) the full benefit of such NNDR Relief to the Project and the Contractor will warrant and confirm that in calculating the Annual Payment it has taken into account NNDR Relief at the NNDR Pre-Application Rate or the Updated NNDR Rate (as applicable) in respect of Facilities, as contemplated in the LOBTA.

- 4.3 Where, following an application referred to in Paragraph 4.1 (Subsequent Applications for NNDR Relief), the Authority (acting in its capacity as Billing Authority) determines that the contractual arrangements contemplated by this Agreement (and (where applicable) the Sub-Contracts) will not entitle the Contractor or Leisure Operator to claim NNDR Relief at the NNDR Pre-Application Rate or the Updated NNDR Rate (as applicable) and instead claim it at a different rate in connection with the Facilities so that the NNDR liability for the Project increases, then:

- 4.3.1 where the information on which such determination is made is:

- (a) consistent (in all relevant respects) with the information submitted in the NNDR Pre-Application Information;
- (b) the reason for such determination does not arise as a result of an NNDR Failure; and
- (c) the reason for such determination does not arise as a result of a Change in Law which was foreseeable at the date of this Agreement,

then, subject to the following provisions of this Schedule 27 (NNDR), the Authority shall be responsible for the payment of additional NNDR in respect of the Facilities and the Annual Payment shall be adjusted in accordance with Clause 69 (Financial Adjustments) so as to put the Contractor in no better and no worse a position than it would have been in had the relevant determination not been made;

- 4.3.2 where the information on which such determination is made is inconsistent (in any relevant respect) with the information submitted in the NNDR Pre-Application

Information and/or the reason for such determination arises as a result of an NNDR Failure and/or the reason for such determination arose because of a Change in Law which was foreseeable at the date of this Agreement, then, subject to the following provisions of this Schedule 27 (NNDR), the Contractor shall be responsible for meeting the additional costs of NNDR in respect of the Facilities.

- 4.4 For the avoidance of doubt, references in this Paragraph 4 to **Updated NNDR Rate** shall include both any updated rate pursuant to Paragraph 3.4 and also any subsequent updates pursuant to this Paragraph 4.

## 5. **ALTERNATIVE STRUCTURES**

- 5.1 Where the Contractor or Leisure Operator is refused NNDR Relief at the NNDR Pre-Application Rate or the Updated NNDR Rate (as applicable) or has reason to believe that the Contractor or Leisure Operator will or is likely to lose all or any NNDR Relief (whether as a result of a Change in Law or a change in the NNDR Relief Policy or otherwise), it shall notify the Authority as soon as reasonably practicable with full details of the implications of this and shall keep the Authority informed of any developments in relation to such occurrence or likely occurrence and the following provisions shall apply.
- 5.2 The parties shall, within ten (10) Business Days of the Contractor's notification under Paragraph 5.1 (Alternative Structures), meet to discuss the implications of the lack or loss of NNDR Relief and how the impact of the lack or loss of NNDR Relief can be mitigated. If either party identifies a way in which the whole or any part of the NNDR Relief can be lawfully obtained by the Authority or the Contractor or Leisure Operator, the Contractor shall or shall procure that the Leisure Operator shall use its reasonable endeavours to obtain such NNDR Relief or assist the Authority in obtaining such NNDR Relief.
- 5.3 If the Authority so requests, the Contractor shall, from the date of such request, investigate what alternative lawful contract structures and/or forms of entity (which are acceptable to the Contractor, acting reasonably) may be available to minimise NNDR applicable to the Facilities and within one (1) month of such request present its findings to the Authority in a report (**NNDR Report**), provided that, except in the case of an NNDR Failure, the Authority shall reimburse the Contractor's reasonable expenses in taking the steps required under this Paragraph 5.3.
- 5.4 Upon presentation by the Contractor of the NNDR Report to the Authority in accordance with Paragraph 5.3 (Alternative Structures), the Authority shall assess the details of the NNDR Report and shall within one (1) month of such presentation notify the Contractor that it:
- 5.4.1 agrees the alternative structure and/or form of entity proposed in the NNDR Report; or
  - 5.4.2 does not agree the alternative structure and/or form of entity proposed in the NNDR Report; or
  - 5.4.3 requires further information as is reasonable to make an assessment in respect of the NNDR Report, in which case the Contractor shall issue such information as soon as reasonably practicable. Alternatively, the Authority may require (at the Authority's cost) the opinion of a barrister or third party and the Authority will use its reasonable endeavours to not delay obtaining such opinion. The Authority shall within twenty (20) Business Days assess such additional information and/or opinion and shall notify the Contractor of its decision pursuant to Paragraph 5.4.1 or 5.4.2 (Alternative Structures) (as applicable).
- 5.5 Where the Authority accepts the alternative structure and/or form of entity proposed in the NNDR Report pursuant to Paragraph 5.4.1 (Alternative Structures), with such revisions as may be agreed to by the parties (acting reasonably) the Contractor shall proceed to implement such alternative structure and/or form of entity in accordance with Legislation and as agreed with the Authority, both parties acting reasonably. Such implementation shall be treated as an Authority Change, except where the reason for such Change arises as a result of an NNDR Failure, in which case it shall be treated as a Contractor Change.



**6. REDUCTIONS IN NNDR LIABILITY**

Where during the Contract Period, the Authority, subsequently becomes entitled to grant (and does so grant) the Contractor additional NNDR Relief in respect of the Facilities and/or where the total amount of NNDR payable in respect of the Facilities decreases for any other reason, then the Annual Payment shall be adjusted in accordance with Clause 69 (Financial Adjustments) by the same amount as the amount of relief from NNDR granted and/or the reduction in NNDR liability.

**7. NNDR FAILURE**

Where NNDR Relief is not granted or is lost, or where the percentage of NNDR Relief is changed from or different to that assumed in the LOBTA, so as to mean that additional NNDR is payable by the Contractor or Leisure Operator, or where an alternative structure and/or form of entity is implemented pursuant to Paragraph 5 (Alternative Structures), due in each case to any NNDR Failure, the Annual Payment shall not be adjusted in respect of the NNDR Relief not being granted or being lost and the increase in NNDR applicable to the Facilities shall as a result of such lack of or loss of relief be for the account of the Contractor.

**8. NNDR CHALLENGES AND APPEALS**

If the Authority shall require (acting reasonably) the Contractor shall or shall procure that the Leisure Operator shall challenge or appeal any decision of the Billing Authority in respect of NNDR in relation to any of the Facilities or otherwise seek any rebates, revaluations or other lawful methods of reducing the NNDR payable (other than by way of the Contractor or Leisure Operator applying for NNDR Relief in the normal course of events pursuant to Paragraphs 3 and 4 of this Schedule, to which Paragraphs 2 to 7 shall apply), in which case the Contractor shall agree its proposals in advance with the Authority (both parties acting reasonably) and shall use its reasonable endeavours to succeed in any such challenge, appeal, rebate, revaluation or reduction. The Authority shall bear all reasonable and proper third party costs and disbursements properly incurred by the Contractor or Leisure Operator provided the Authority gives prior written approval for such costs and disbursements.

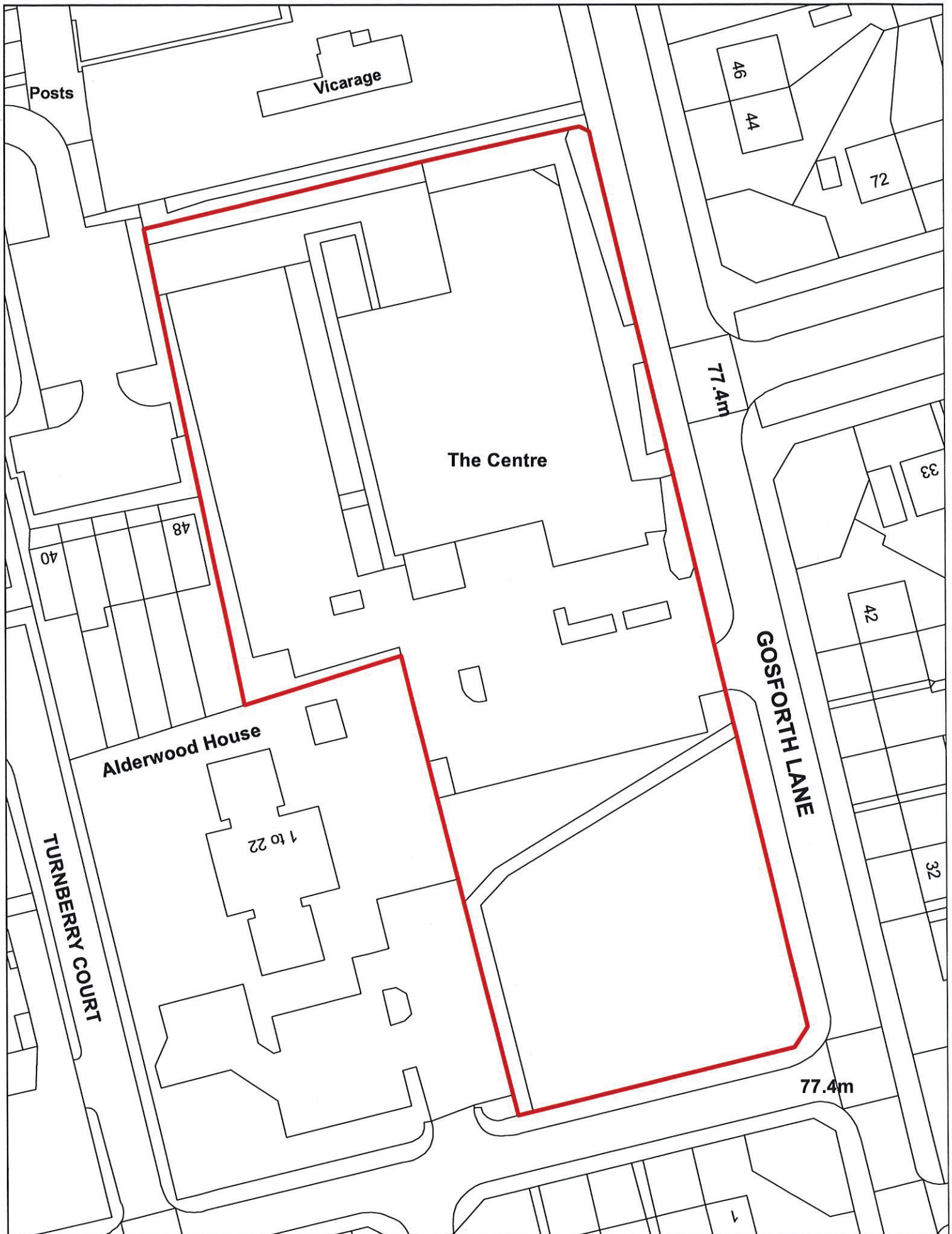
9. If the amount of the NNDR is varied (including for the avoidance of doubt retrospectively) as a result of any challenge, appeal or other action taken pursuant to Paragraph 8, then the Annual Payment shall be adjusted in accordance with Clause 69 (Financial Adjustments) so as to put the Contractor in no better and no worse a position than if the relevant variation had not been made.

**10. COSTS**

Where a party is entitled to be reimbursed its reasonable costs pursuant to this Schedule 27 (NNDR), it shall issue an invoice in respect of such costs to the other party with such information that may be reasonably required to verify such costs. The relevant party shall pay the amount of any such invoice submitted to it within twenty (20) Business Days of its receipt.

## **SCHEDULE 28 - SITE PLANS**

### **Part 1 – New Leisure Facility**



Scale:  
1:620



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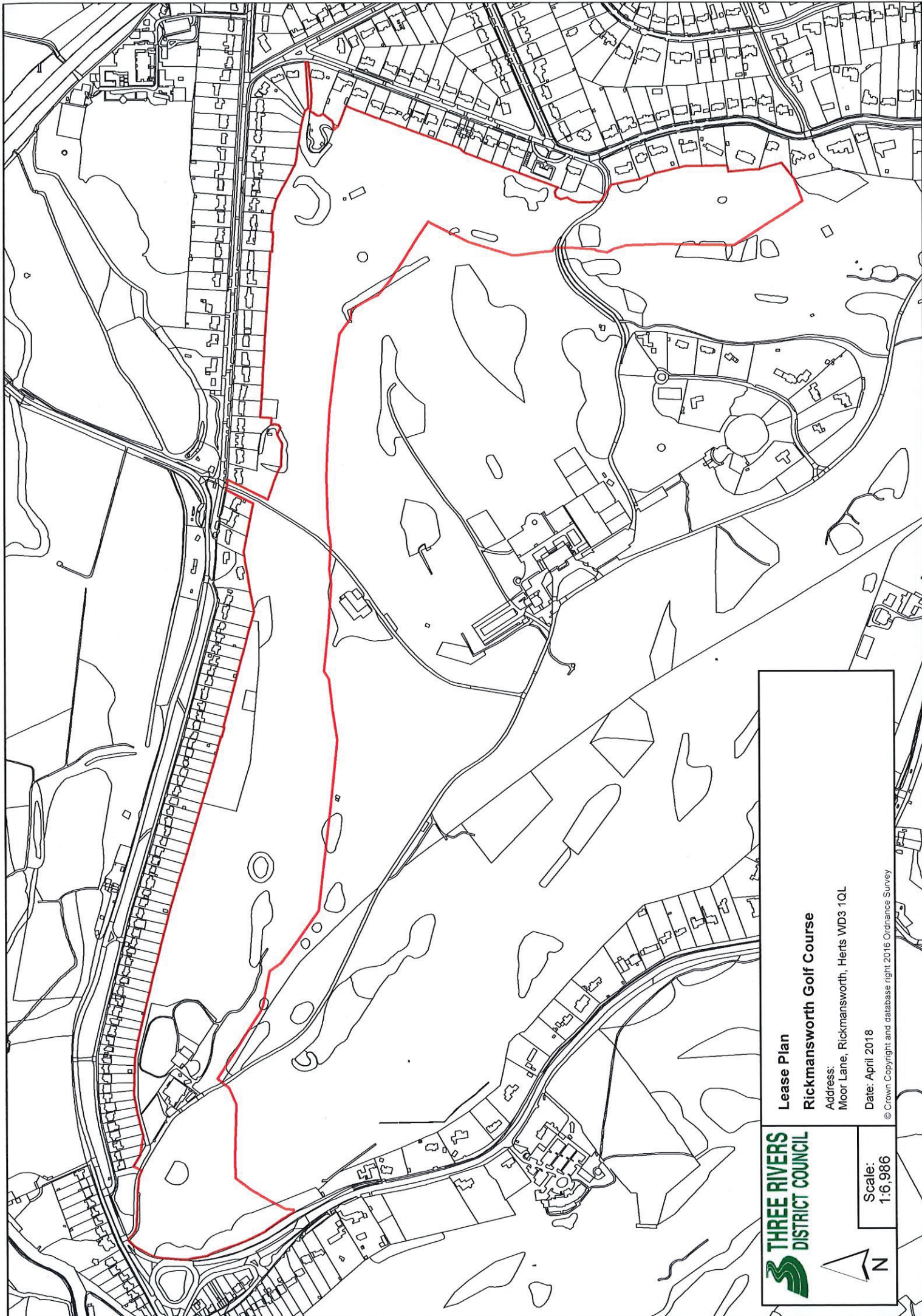
### The Centre


Address:  
Gosforth Lane, South Oxhey, Herts WD19 7AX

Date: April 2018



**Part 2 - Rickmansworth Golf Course**

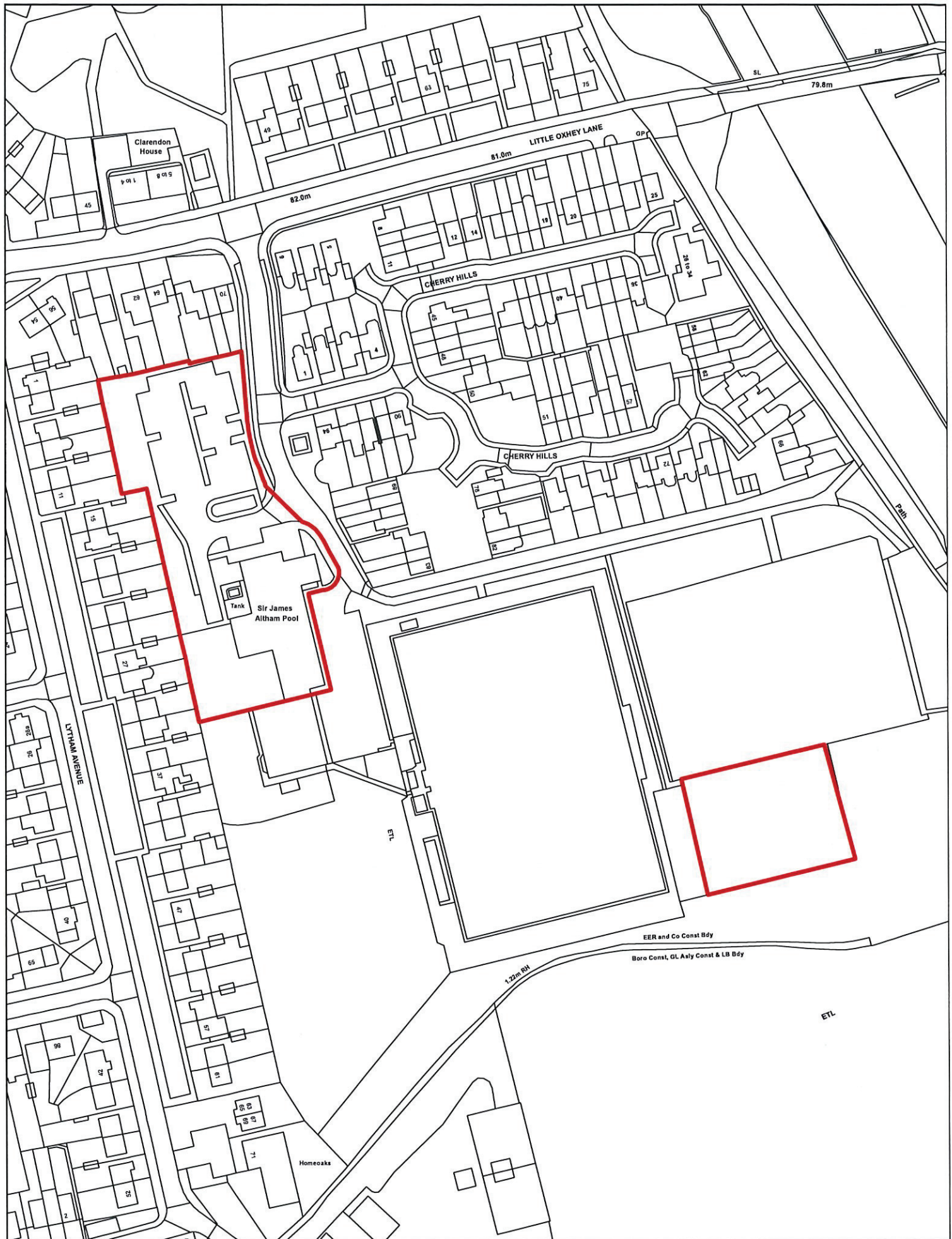


 <b>THREE RIVERS DISTRICT COUNCIL</b>	<b>Lease Plan</b> <b>Rickmansworth Golf Course</b> Address: Moor Lane, Rickmansworth, Herts WD3 1QL Date: April 2018 © Crown Copyright and database right 2016 Ordnance Survey
	<b>Scale:</b> 1:5,986



### **Part 3 – Sir James Altham Pool**





Scale:  
1:1,620



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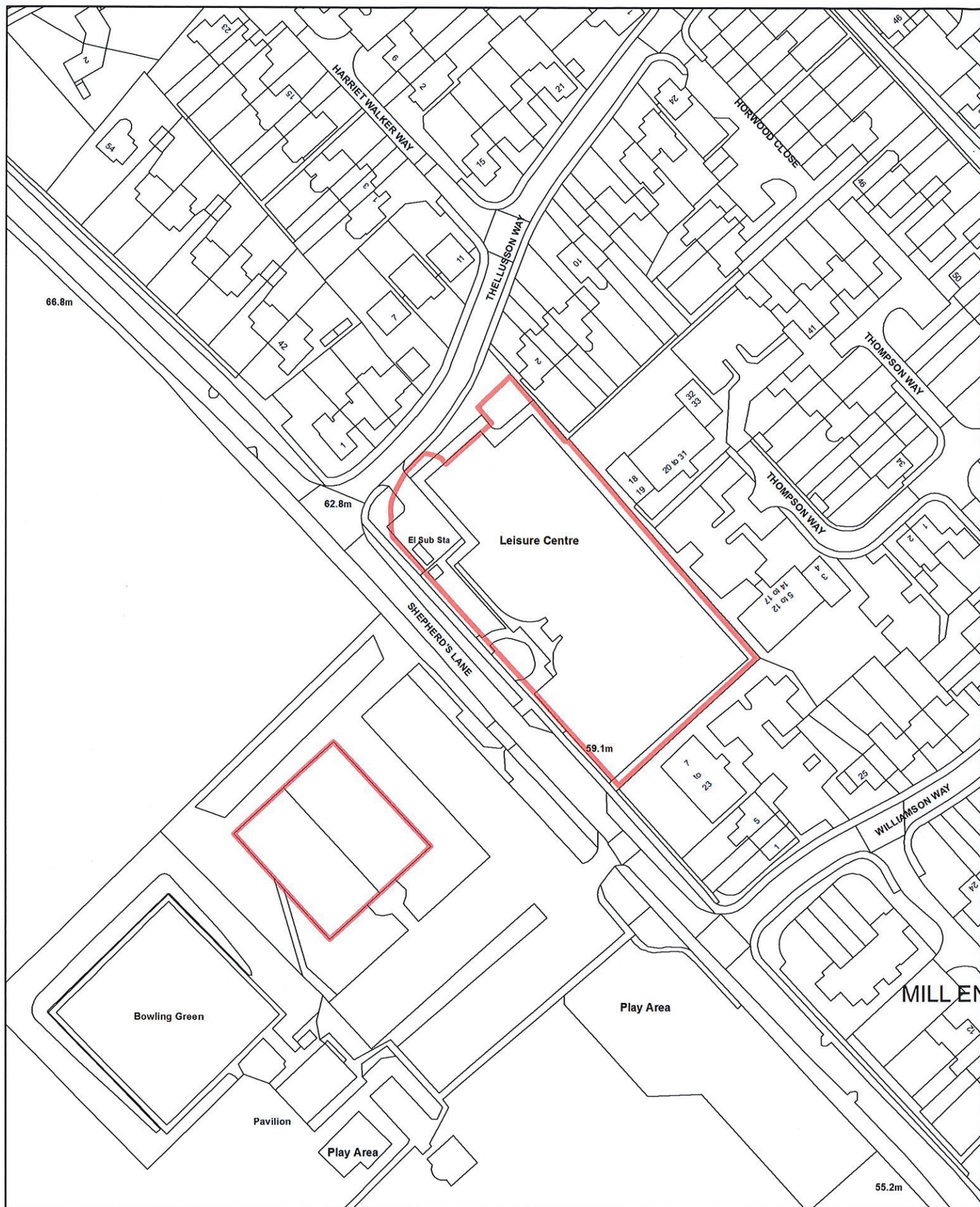
### Sir James Altham Pool

Address:  
Little Oxhey Lane, South Oxhey, Herts WD19 6FW

Date: April 2018

## **Part 4 – William Penn Leisure Centre**





Scale:  
1:1,250

## Lease Plan

### William Penn Leisure Centre

Address:

William Penn Leisure Centre, Shepherds Lane, Mill End, Herts WD3 8JN

Date: April 2018

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## **SCHEDULE 29 – DATA PROCESSING SCHEDULE**

### **1. DEFINITIONS**

<b>Data Controller</b>	has the meaning given to "Data Controller" or "Controller" as appropriate, in the Data Protection Laws.
<b>Data Breach</b>	a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.
<b>Data Processor</b>	has the meaning given to "Data Processor" or "Processor" as appropriate, in the Data Protection Laws.
<b>Data Protection Laws</b>	any and all laws, statutes, enactments, orders or regulations or other similar instruments of general application and any other rules, instruments or provisions in force from time to time relating to the processing of personal data and privacy applicable to the performance of this Agreement, including where applicable the Data Protection Act 1998, the Data Protection Bill, the Regulation of Investigatory Powers Act 2000, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and the GDPR (Regulation (EU) 2016/679), as amended or superseded.
<b>GDPR"</b>	regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing directive 95/46/EC as updated, superseded or repealed from the time to time.
<b>Personal Data</b>	has the meaning given in the Data Protection Laws.

### **2. DATA PROCESSING**

- 2.1 Where the Contractor, pursuant to this Agreement, processes Personal Data on behalf of the Authority, it acknowledges that the Authority is the Data Controller and the owner of such Personal Data, and that the Contractor is the Data Processor.
- 2.2 The Data Processor warrants that it has complied, and shall continue to comply, with the requirements of the applicable Data Protection Laws and all other Data Protection Laws in any jurisdiction relevant to the exercise of its rights or the performance of its obligations under this Agreement.

### **3. DATA PROCESSING OBLIGATIONS**

In respect of any Personal Data which is to be processed by the Data Processor pursuant to this Agreement for which the Authority is Data Controller, the Data Processor shall:

- 3.1 have in place and at all times maintain appropriate technical and organisational measures in such a manner as is designed to ensure the protection of the rights of the data subject and to ensure a level of security appropriate to the risk and shall implement any reasonable security measures as requested by the Authority from time to time;
- 3.2 not engage any sub-processor without the prior specific or general written authorisation of the Authority (and in the case of general written authorisation, the Data Processor shall inform the Authority of any intended changes concerning the addition or replacement of other processors and the Authority shall have the right to object to such changes);



- 3.3 ensure that each of the Data Processor's employees, agents, consultants, subcontractors and sub-processors are made aware of the Data Processor's obligations under this Schedule and enter into binding obligations with the Data Processor to maintain the levels of security and protection required under this Schedule. The Data Processor shall ensure that the terms of this Schedule are incorporated into each agreement with any sub-processor, subcontractor, agent or consultant to the effect that the sub-processor, subcontractor, agent or consultant shall be obligated to act at all times in accordance with duties and obligations of the Data Processor under this Schedule. The Data Processor shall at all times be and remain liable to the Authority for any failure of any employee, agent, consultant, subcontractor or sub-processor to act in accordance with the duties and obligations of the Data Processor under this Schedule;
- 3.4 process that Personal Data only on behalf of the Authority in accordance with the Authority's instructions and to perform its obligations under this Agreement or other documented instructions and for no other purpose save to the limited extent required by law;
- 3.5 (at no additional cost to the Authority) within 7 days following the end of the term of this Agreement, deliver to the Authority (in such format as the Authority may require) a full and complete copy of all Personal Data, and, following confirmation of receipt from the Authority, permanently remove the Personal Data (and copies) from the Data Processor's systems, and the Data Processor shall certify to the Authority that it has complied with these requirements, and such Personal Data shall remain confidential in perpetuity;
- 3.6 ensure that all persons authorised to access the Personal Data are subject to obligations of confidentiality and receive training to ensure compliance with this Agreement and the Data Protection Laws;
- 3.7 make available to the Authority all information necessary to demonstrate compliance with the obligations laid out in Article 28 of GDPR and this Schedule and allow for and contribute to audits, including inspections, conducted by the Authority or another auditor mandated by the Authority, of the Data Processor's data processing facilities, procedures and documentation (and the facilities, procedures and documentation of any sub-processors) in order to ascertain compliance with this Schedule, within 5 Business Days of request by the Authority, and, following any such audit, without prejudice to any other rights of the Authority, the Data Processor shall implement such measures which the Authority considers reasonably necessary to achieve compliance with the Data Processor's obligations under this Schedule; provided that, in respect of this provision the Data Processor shall immediately inform the Authority if, in its opinion, an instruction infringes Data Protection Laws;
- 3.8 taking into account the nature of the processing, provide assistance to the Authority, within such timescales as the Authority may require from time to time, in connection with the fulfilment of the Authority's obligation as Data Controller to respond to requests for the exercise of data subjects' rights pursuant to Chapter III of the GDPR to the extent applicable;
- 3.9 provide the Authority with assistance in ensuring compliance with articles 32 to 36 (inclusive) of the GDPR (concerning security of processing, data breach notification, communication of a personal data breach to the data subject, data protection impact assessments, and prior consultation with supervisory authorities) to the extent applicable to the Authority, taking into account the nature of the processing and the information available to the Data Processor;
- 3.10 (at no additional cost to the Authority) deal promptly and properly with all enquiries or requests from the Authority relating to the Personal Data and the data processing activities, promptly provide to the Authority in such form as the Authority may request, a copy of any Personal Data requested by the Authority;
- 3.11 (at no additional cost to the Authority) assist the Authority (where requested by the Authority) in connection with any regulatory or law enforcement authority audit, investigation or enforcement action in respect of the Personal Data;
- 3.12 immediately notify the Authority in writing about:



- 3.12.1 any Data Breach or any accidental loss, disclosure or unauthorised access of which the Data Processor becomes aware in respect of Personal Data that it processes on behalf of the Authority;
  - 3.12.2 any request for disclosure of the Personal Data by a law enforcement authority (unless otherwise prohibited); and
  - 3.12.3 any access request or complaint received directly from a data subject (without responding other than to acknowledge receipt);
- 3.13 maintain a record of its processing activities in accordance with Article 30 of the GDPR; and
- 3.14 indemnify the Authority against all liabilities, claims, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Authority or for which it may become liable as a result of or in connection with any failure of the Data Processor, its employees, agents, consultants, subcontractors or sub-processors to comply with this Schedule.

#### 4. INTERNATIONAL DATA TRANSFERS


In respect of any Personal Data to be processed by a party acting as Data Processor pursuant to this Agreement for which the other Party is Data Controller, the Data Processor shall not transfer the Personal Data outside the EEA or to an international organisation without:

- 4.1 obtaining the written permission of the Data Controller;
- 4.2 ensuring appropriate levels of protection, including any appropriate safeguards if required, are in place for the Personal Data in accordance with the Data Protection Laws;
- 4.3 notifying the Data Controller of the protections and appropriate safeguards in paragraph 5.2; and
- 4.4 documenting and evidencing the protections and appropriate safeguards in paragraph 5.2 and allowing the Data Controller access to any relevant documents and evidence.

#### 5. DETAILS OF PROCESSING ACTIVITIES

The Data Processor shall process Data only in accordance with the table set out below:

<p><b>Purposes for which the Personal Data shall be processed</b></p> <p>Please specify the purposes for which the Data Processor intends to process the Personal Data.</p>	<p>The nature of the processing entails the collection of Personal Data from Users, the input and recording of such Personal Data by the Concessionaire and the Concessionaire Personnel, and the storage, retrieval and disclosure by transmission between the Parties of the Personal Data. It also means the erasure or destruction of the Personal Data if so required by a Data Subject.</p> <p>The purpose of the processing is to enable the Concessionaire to provide the Services in accordance with this Agreement for the benefit of the Users.</p>
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<p><b>Description of the categories of the data subjects</b></p> <p>Please specify the categories of data subject whose Personal Data shall be processed under this Agreement.</p>	<ul style="list-style-type: none"> <li>• Users</li> <li>• Staff (including without limitation volunteers, agents, and temporary workers)</li> <li>• Representatives and officers of the Council</li> <li>• Members of the public who express an interest in the Services to the Concessionaire (e.g. in response to marketing materials)</li> <li>• Visitors to any website related to the Services</li> </ul>
<p><b>Description of the categories of Personal Data</b></p> <p>Please specify the categories of Personal Data that shall be processed under this Agreement.</p>	<ul style="list-style-type: none"> <li>• Title</li> <li>• First name and surname</li> <li>• Postal/home address</li> <li>• Gender</li> <li>• Email address</li> <li>• Landline and/or mobile phone number</li> <li>• Employer and position</li> <li>• Date of birth and age</li> <li>• Physical/mental health and any medications taken</li> <li>• Leisure member type</li> <li>• Bank details and direct debit mandate</li> </ul>
<p><b>The envisaged time limits for erasure of the different categories of Personal Data</b></p> <p>Please specify how long you think the Personal Data will be retained for, where possible.</p>	<p>For the duration of the Contract Period (unless otherwise agreed by the Parties in writing).</p>
<p><b>Authorised Sub-Processors</b></p> <p>List the sub-processors who will process Personal Data.</p>	

## **SCHEDULE 30 – HEAD LEASES**

### **Part 1 – Lease of the Centre**

2018

Lease  
relating to

The Centre, Gosforth Lane, South Oxhey, Watford, Hertfordshire

Three Rivers District Council <sup>(1)</sup> and  
Sports and Leisure Management Ltd <sup>(2)</sup>

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LAND REGISTRY PRESCRIBED CLAUSES	
LR1. Date of lease	2018
LR2. Title Number(s)	<p>LR2.1 Landlord's title number(s)</p> <p>HD21078</p> <p>LR2.2 Other title number(s)</p> <p>None</p>
LR3. Parties to this lease	<p>Landlord</p> <p>Three Rivers District Council of Three Rivers House, Northway, Rickmansworth, Hertfordshire, WD3 1RL</p> <p>Tenant</p> <p>Sports and Leisure Management Ltd registered at Companies House with Company Number 2204085 whose registered office address is at 2 Watling Drive, Sketchley Meadows, Hinckley, LE10 3EY</p> <p>Other parties</p> <p>None</p>
LR4. Property	<p>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.</p> <p>Refer to the definition of Premises in Clause 1 of this Lease.</p>
LR5. Prescribed statements etc.	<p>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.</p> <p>None</p> <p>LR5.2 This lease is made under, or by reference to, provisions of:</p> <p>Please see Clause 6.9.2</p>
LR6. Term for which the Property is leased	The term as specified in this lease at Clause 1 ( <b>Term</b> )
LR7. Premium	None
LR8. Prohibitions or restrictions on disposing of	This lease contains a provision that prohibits or

this lease	restricts dispositions.
LR9. Rights of acquisition etc.	<p>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</p> <p>None</p> <p>LR9.2 Tenant's covenant to (or offer to) surrender this lease</p> <p>None</p> <p>LR9.3 Landlord's contractual rights to acquire this lease</p> <p>None</p>
LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property	None
LR11. Easements	<p>LR11.1 Easements granted by this lease for the benefit of the Property</p> <p>The easements as specified in Schedule 2 of this lease.</p> <p>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</p> <p>The easements as specified in Schedule 1 of this lease.</p>
LR12. Estate rentcharge burdening the Property	None
LR13. Application for standard form of restriction	<p>The parties to this lease apply to enter the following standard form of restriction</p> <p>None</p>
LR14. Declaration of trust where there is more than one person comprising the Tenant	None

**DATE**

**2018**

**PARTIES**

- (1) Three Rivers District Council of Three Rivers House, Northway, Rickmansworth, Hertfordshire, WD3 1RL (**Landlord**)
- (2) Sports and Leisure Management Ltd registered at Companies House with Company Number 2204085 whose registered office is at 2 Watling Drive, Sketchley Meadows, Hinckley, LE10 3EY (**Tenant**)

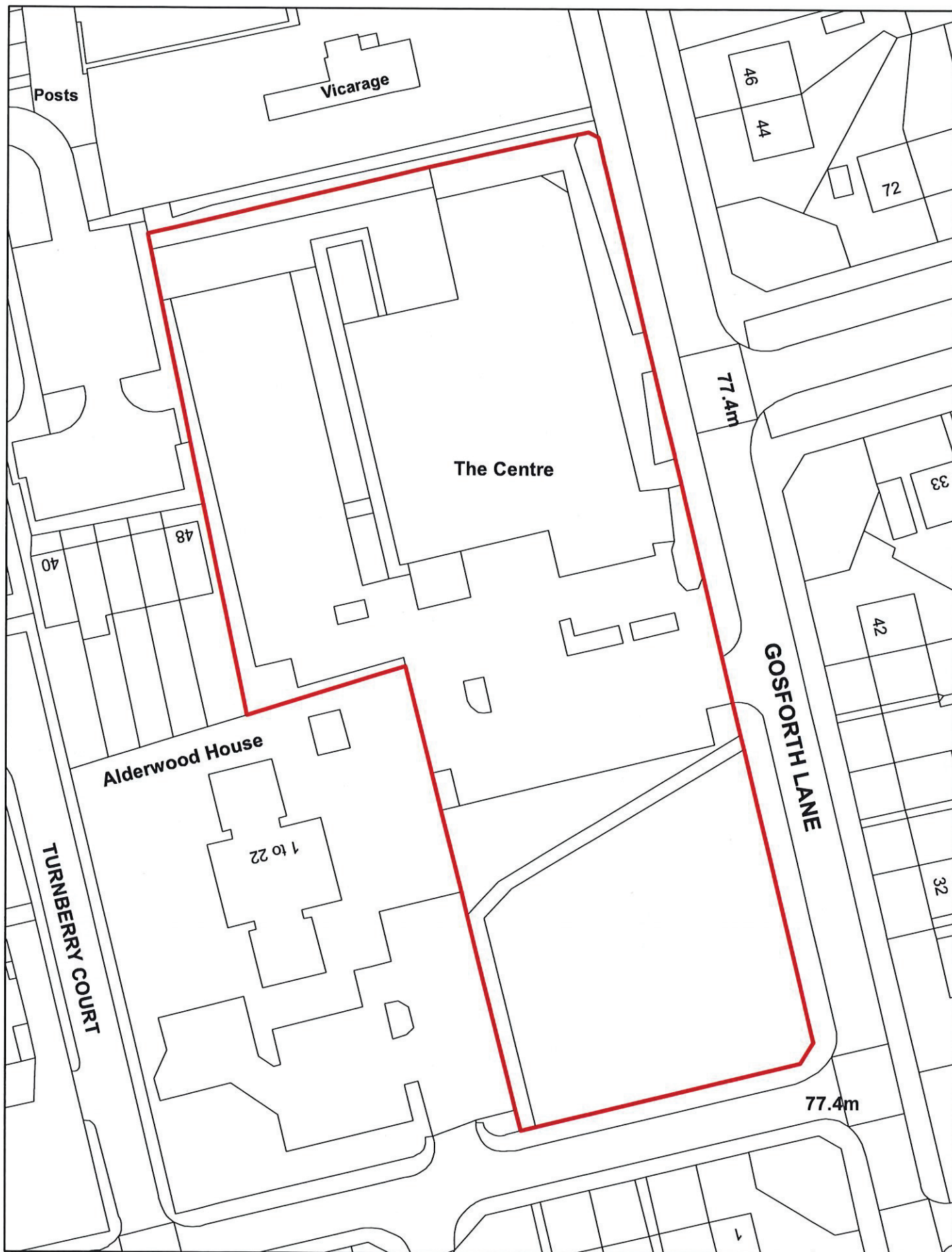
**AGREED TERMS**

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 The following expressions shall where the context so admits have the following meanings:

<b>1954 Act</b>	the Landlord and Tenant Act 1954.
<b>Authorised Use</b>	use for the purposes prescribed under the Leisure Operating Contract.
<b>Conducting Media</b>	all pipes, wires, cables, sewers, tanks, cisterns, pumps, ducts, drains and other service conducting media now or at any time during the Term in, under, over or on the Retained Land and serving the Premises and other adjoining land whether for gas, foul and surface water drainage, water, electricity, telephone, telecommunications or any other service to the Premises.
<b>this Lease</b>	this deed as varied or supplemented by any document which is supplemental to this deed.
<b>Leisure Operating Contract</b>	the agreement (and any agreement made supplemental to or in variation thereof from time to time) entered on today's date between (1) the Landlord and (2) the Tenant relating to the design, build, operation and maintenance of a leisure centre with ancillary uses at the Premises.
<b>Plan</b>	the plan annexed to this Lease.
<b>Planning Acts</b>	The Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990 and the Planning (Consequential Provisions) Act 1990.
<b>Premises</b>	the land and buildings at The Centre, Gosforth Lane, South Oxhey, Watford, Hertfordshire shown edged red on the Plan together with all buildings, additions, alterations, improvements, and landlord's fixtures and fittings at the same from time to time as the same forms part of the land registered at the Land Registry under title numbers HD21078.
<b>Retained Land</b>	the adjoining or neighbouring land of the Landlord being the land registered at the Land Registry under title numbers HD21078 but excluding the Premises.
<b>Services</b>	foul and surface water, drainage, gas, electricity, telephone, telecommunications and other services to or on the Premises and the Retained Land.
<b>Sub-underlease</b>	a lease of the Premises dated 31 December 2007 made between (1)





Scale:  
1:620



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### The Centre

Address:  
Gosforth Lane, South Oxhey, Herts WD19 7AX

Date: April 2018

Hertfordshire County Council (2) the Landlord.

<b>Sub sub-underlease</b>	a lease of the Premises dated on or about the date hereof between (1) the Landlord and (2) the Tenant.
<b>Term</b>	the term of 20 years from and including 1 July 2018 and terminating on 30 June 2038 being the Expiry Date as defined in the Leisure Operating Contract.
<b>Underlease</b>	a lease of the Premises dated 31 December 2007 made between (1) the Landlord and (2) Hertfordshire County Council.
<b>Yearly Rent</b>	one pound (£1) per annum (if demanded).

## **2. INTERPRETATION**

- 2.1 The expression the "Landlord" shall include the person for the time being entitled to the reversion immediately expectant on the determination of the Term while the expression the "Tenant" shall include the Tenant's successors in title and assigns.
- 2.2 Subject to and without prejudice to Clause 56 (Change in Law) of the Leisure Operating Contract, in this Lease references to any statute or statutory provision shall be deemed to refer to any statutory modification or re-enactment for the time being in force whether by statute or any directives and regulations (intended to have direct application within the United Kingdom) adopted by the Council of the European Communities.
- 2.3 The headings are inserted for convenience only and shall be ignored in construing the terms and provisions of this Lease.
- 2.4 References in this Lease to any Clause or sub-Clause, schedule or paragraph of a schedule without further designation shall be construed as a reference to the Clause, sub-Clause, schedule or paragraph of the schedule to this Lease so numbered.
- 2.5 Where there is any inconsistency between the terms of the Leisure Operating Contract and this Lease the Leisure Operating Contract shall prevail.

## **3. DEMISE AND RENT**

In consideration of the rents and covenants on the part of the Tenant reserved and contained in this Lease the Landlord DEMISES to the Tenant with full title guarantee ALL THOSE the Premises TOGETHER WITH the rights set out in Schedule 2 EXCEPTING AND RESERVING nevertheless unto the Landlord the rights and matters set out in Schedule 1 and subject to and with the benefit of the matters contained or referred to in the documents listed in Schedule 3 TO HOLD the same to the Tenant for the Term but determinable as provided later in this Lease YIELDING AND PAYING the Yearly Rent throughout the Term if and when demanded.

## **4. TENANT'S COVENANTS**

The Tenant covenants with the Landlord as follows:

### **4.1 To Pay Rent**

To pay the Yearly Rent reserved in Clause 3.

### **4.2 Signs**

Save where necessary to comply with its obligations under the Leisure Operating Contract not to affix, place or exhibit or permit or suffer to be affixed, placed or exhibited to or upon the exterior of any part of the Premises or to or through any windows or to or upon any boundary wall rail or fence at the Premises any sign, placard, poster, signboard or other advertisement save as may

have been previously approved in writing by the Landlord such approval not to be unreasonably withheld or delayed.

#### **4.3 Planning**

Subject to the terms of the Leisure Operating Contract not to do anything in breach of the Planning Acts and to give as soon as reasonably practicable full particulars to the Landlord of any notice, proposal or order issued under the Planning Acts in respect of or affecting the Premises.

#### **4.4 User**

Not to use or permit or suffer the Premises to be used otherwise than for the Authorised Use.


#### **4.5 Notices**

4.5.1 To transmit as soon as reasonably practicable to the Landlord the original or a full and accurate copy of any notice concerning the Premises which is received by the Tenant.

4.5.2 As soon as reasonably practicable to give notice to the Landlord upon becoming aware of any defect or need of repair or renewal arising to the Premises which might result in the Landlord becoming liable to third parties by reason of the provisions of the Defective Premises Act 1972.

#### **4.6 Alienation**

Not to assign, underlet, charge, part with the possession or share the possession, use or occupation of the whole or any part or parts of the Premises nor enter into a binding agreement to do any of the same.



#### **4.7 To Yield Up**

To yield up the Premises in accordance with the provisions of the Leisure Operating Contract provided that the Landlord may treat as abandoned by the Tenant any property not removed by the Tenant prior to the expiration of the Term and may as agent of the Tenant (and the Landlord is hereby irrevocably appointed by the Tenant to act in that capacity) arrange for the removal and destruction or sale of the same after having given the Tenant at least twenty eight (28) days' prior written notice of its intention to carry out such removal and destruction and having given the Tenant reasonable opportunity within such notice period to remove any such property.

### **5. LANDLORD'S COVENANT**

The Landlord covenants with the Tenant that the Tenant shall and may peaceably and quietly hold and enjoy the Premises during the Term without any interruption by the Landlord or any person rightfully claiming under or in trust for the Landlord.

### **6. PROVISOS AGREEMENTS AND DECLARATIONS**

PROVIDED ALWAYS and it is hereby expressly agreed as follows:

#### **6.1 Remedies**

Any breach of the covenants and obligations in this Lease by the Tenant shall be dealt with by way of Clause 6.2 and the remedies specified in the Leisure Operating Contract.

## **6.2 Early Termination of the Term**

If the Leisure Operating Contract is terminated or determines for any reason in accordance with the terms of the Leisure Operating Contract then this Lease shall automatically determine on the same date without any further notice being served under this Lease but without prejudice to any claim by either party against the other in respect of any antecedent breach of any covenant or condition contained in this Lease and on such determination it shall be lawful for the Landlord at any time thereafter to re-enter the Premises or any part of the Premises in the name of the whole.

## **6.3 No implied Rights**

Save for the rights expressly granted nothing in this Lease shall by implication of law or otherwise operate to confer on the Tenant any easement, right or privilege whatsoever over or against the Retained Land or any other property of the Landlord which might in any way restrict or prejudicially affect the future rebuilding alteration or development of the Retained Land or such other property.

## **6.4 Security of Tenure - Exclusion of sections 24 to 28 of the 1954 Act**

6.4.1 The parties confirm that before the Tenant became contractually bound to enter into the tenancy created by this Lease:

- (a) the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the 1954 Act applying to the tenancy created by this Lease; and
- (b) the Tenant or a person duly authorised by the Tenant made a statutory declaration dated 25 April 2018 in accordance with the requirements of section 38A(3)(b) of the 1954 Act.

6.4.2 The parties agree that the provisions of sections 24 to 28 of the 1954 Act are excluded in relation to the tenancy created by this Lease.

## **6.5 Notices**

The service and receipt of notices shall be undertaken in accordance with the terms of the Leisure Operating Contract.

## **6.6 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 this Lease by virtue of the Contracts (Rights of Third Parties) Act 1999.

## **6.7 Landlord and Tenant (Covenants) Act 1995**

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

## **6.8 Warranty on Use**

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

## **6.9 Local Authority Landlord's Capacity and Powers**

6.9.1 The Landlord enters into this Lease solely in its capacity as a landowner in respect of the Premises and not in any other capacity. Nothing in this Lease shall restrict the Landlord's powers or rights as a local authority, local planning authority or statutory body to perform any of its statutory functions.

- 6.9.2 The Landlord enters into this Lease pursuant to its powers under section 111 of the Local Government Act 1972 and all other powers so enabling and warrants that it has full power to enter into this Lease and perform all obligations on its part contained therein.

THIS LEASE is executed as a deed and is delivered on the date stated at the beginning of this Lease.



## **SCHEDULE 1**

### **RIGHTS RESERVED**

1. The free and uninterrupted passage and running of Services to and from the Retained Land in and through the Conducting Media which now are or may at any time hereafter during the Term be in, upon, through, under or over the Premises.
2. The right to maintain in, on, through, under or over the Premises at any time during the Term any easements or services for the benefit of the Retained Land, the right to connect into any Conducting Media on the Premises and the right to install and construct Conducting Media at the Premises to serve any part of the Retained Land.
3. The right at any time during the Term in accordance with the conditions for such entry included within the Leisure Operating Contract or otherwise (if no such conditions apply) at reasonable times and after reasonable prior written notice (except in an emergency when no notice shall be required) to enter upon the Premises to:
  - 3.1 inspect, maintain, relay, repair, replace or renew or execute any works whatever to or in connection with any of the Conducting Media easements or Services referred to in paragraphs 1 and 2 of this Schedule 1;
  - 3.2 carry out any cleaning and or maintenance of the Landlord's Retained Land; or
  - 3.3 exercise any of the rights granted or reserved to the Landlord by this Lease or the Leisure Operating Contract,the Landlord exercising such rights only if such works cannot reasonably be effected without such entry and causing as little inconvenience as possible and remedying any physical damage so caused to the Tenant's reasonable satisfaction.
4. All liberties, privileges, easements, quasi-easements, rights and advantages whatsoever now held or enjoyed with or appertaining or reputed to appertain to any other part of the Retained Land provided always that those matters or any of them reserved pursuant to this paragraph do not materially interfere with the Tenant's proper performance and exercise of its obligations and rights contained in the Leisure Operating Contract.
5. The right to deal in any manner whatsoever with the Retained Land and to erect, maintain, rebuild or alter or suffer to be erected, maintained, rebuilt or altered thereon any buildings whatsoever.
6. The right of support and protection by and from the Premises for adjoining buildings (whether now in existence or erected during the term) situated on the Retained Land.
7. The mines and minerals under the Premises and the airspace above the buildings on the Premises.

## **SCHEDULE 2**

### **RIGHTS GRANTED**

1. The free and uninterrupted passage and running of Services to and from the Premises in and through the Conducting Media which now are or may at any time hereafter during the Term be in, upon, through, under or over the Retained Land.
2. The right to maintain in, on, through, under or over the Retained Land at any time during the Term any easements or services for the benefit of the Premises, the right subject to capacity to connect into any Conducting Media on the Retained Land and the right subject to receiving the prior written consent of the Landlord to install and construct Conducting Media at the Retained Land to serve any part of the Premises.
3. The right of support and protection by and from the Retained Land for the Premises and buildings (whether now in existence or erected during the term) situated on the Premises.
4. The right at any time during the Term in accordance with the conditions for such entry included within the Leisure Operating Contract or otherwise (if no such conditions apply) at reasonable times and after reasonable prior written notice (except in an emergency when no notice shall be required) to enter upon so much of the Retained Land which is reasonably necessary to:
  - 4.1 inspect, maintain, relay, repair, replace or renew or execute any works whatever to or in connection with any of the Conducting Media easements or Services referred to in paragraphs 1 and 2 of this Schedule 2;
  - 4.2 carry out any maintenance of the Premises; or
  - 4.3 exercise any of the rights granted or reserved to the Tenant by this Lease or the Leisure Operating Contract,

the Tenant exercising such rights only if such works cannot reasonably be effected without such entry and causing as little inconvenience as possible and remedying any physical damage so caused to the Landlord's reasonable satisfaction.

### **SCHEDULE 3**

#### **Title Matters**

1. All matters contained or referred to in the registers of title number HD21078 as at 9 April 2018 and timed at 11:22:32 and all covenants rights easements agreements and leases subsisting or which are capable of subsisting at the commencement of the Term
2. A licence of "the Zone" dated 31 December 2007 and made between (1) Three Rivers District Council and (2) Hertfordshire County Council.
3. The Underlease.
4. The Sub-underlease.
5. The Sub-sub underlease.



THE COMMON SEAL of **THREE** )  
**RIVERS DISTRICT COUNCIL** was )  
affixed in the presence of: )

Authorised Signatory

EXECUTED AS A DEED by **SPORTS** )  
**AND LEISURE MANAGEMENT LTD** )  
acting by a Director )

In the presence of a Witness

Witness Signature

Witness Name

Witness Address

Witness Occupation

## **Part 2 – Lease of Rickmansworth Golf Course**

2018

Lease  
relating to  
Rickmansworth Public Golf Course, Moor Lane, Rickmansworth,  
Hertfordshire

Three Rivers District Council <sup>(1)</sup> and  
Sports and Leisure Management Ltd <sup>(2)</sup>

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LAND REGISTRY PRESCRIBED CLAUSES	
LR1. Date of lease	2018
LR2. Title Number(s)	<p>LR2.1 Landlord's title number(s)</p> <p>HD835</p> <p>LR2.2 Other title number(s)</p> <p>None</p>
LR3. Parties to this lease	<p>Landlord</p> <p>Three Rivers District Council of Three Rivers House, Northway, Rickmansworth, Hertfordshire, WD3 1RL</p> <p>Tenant</p> <p>Sports and Leisure Management Ltd registered at Companies House with Company Number 2204085 whose registered office address is at 2 Watling Drive, Sketchley Meadows, Hinckley, LE10 3EY</p> <p>Other parties</p> <p>None</p>
LR4. Property	<p>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.</p> <p>Refer to the definition of Premises in Clause 1 of this Lease.</p>
LR5. Prescribed statements etc.	<p>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.</p> <p>None</p> <p>LR5.2 This lease is made under, or by reference to, provisions of:</p> <p>Please see Clause 6.9.2</p>
LR6. Term for which the Property is leased	The term as specified in this lease at Clause 1 ( <b>Term</b> )
LR7. Premium	None
LR8. Prohibitions or restrictions on disposing of	This lease contains a provision that prohibits or

this lease	restricts dispositions.
LR9. Rights of acquisition etc.	<p>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</p> <p>None</p> <p>LR9.2 Tenant's covenant to (or offer to) surrender this lease</p> <p>None</p> <p>LR9.3 Landlord's contractual rights to acquire this lease</p> <p>None</p>
LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property	None
LR11. Easements	<p>LR11.1 Easements granted by this lease for the benefit of the Property</p> <p>The easements as specified in Schedule 2 of this lease.</p> <p>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</p> <p>The easements as specified in Schedule 1 of this lease.</p>
LR12. Estate rentcharge burdening the Property	None
LR13. Application for standard form of restriction	<p>The parties to this lease apply to enter the following standard form of restriction</p> <p>None</p>
LR14. Declaration of trust where there is more than one person comprising the Tenant	None

**DATE**

**2018**

**PARTIES**

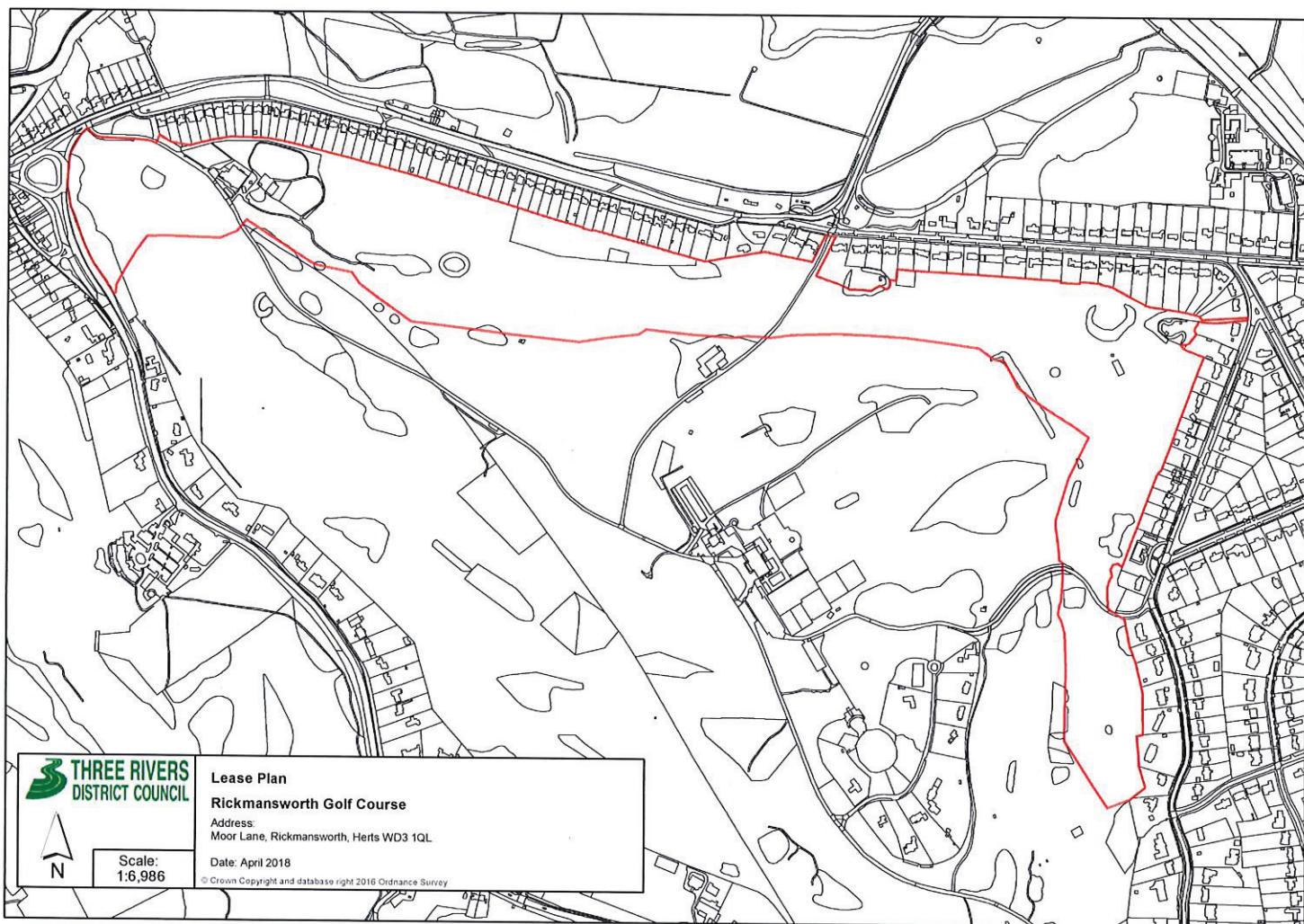
- (1) Three Rivers District Council of Three Rivers House, Northway, Rickmansworth, Hertfordshire, WD3 1RL (**Landlord**)
- (2) Sports and Leisure Management Ltd registered at Companies House with Company Number 2204085 whose registered office is at 2 Walling Drive, Sketchley Meadows, Hinckley, LE10 3EY (**Tenant**)

**AGREED TERMS**

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 The following expressions shall where the context so admits have the following meanings:

<b>1954 Act</b>	the Landlord and Tenant Act 1954;
<b>Authorised Use</b>	use for the purposes prescribed under the Leisure Operating Contract;
<b>Conducting Media</b>	all pipes, wires, cables, sewers, tanks, cisterns, pumps, ducts, drains and other service conducting media now or at any time during the Term in, under, over or on the Retained Land and serving the Premises and other adjoining land whether for gas, foul and surface water drainage, water, electricity, telephone, telecommunications or any other service to the Premises;
<b>this Lease</b>	this deed as varied or supplemented by any document which is supplemental to this deed;
<b>Leisure Operating Contract</b>	the agreement (and any agreement made supplemental to or in variation thereof from time to time) entered on today's date between (1) the Landlord and (2) the Tenant relating to the design, build, operation and maintenance of a leisure centre with ancillary uses at the Premises;
<b>Plan</b>	the plan annexed to this Lease;
<b>Planning Acts</b>	The Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990 and the Planning (Consequential Provisions) Act 1990;
<b>Premises</b>	the land and buildings at Rickmansworth Public Golf Course shown edged red on the Plan together with all buildings, additions, alterations, improvements, and landlord's fixtures and fittings at the same from time to time as the same forms part of the land registered at the Land Registry under title numbers HD835;
<b>Retained Land</b>	the adjoining or neighbouring land of the Landlord being the land registered at the Land Registry under title numbers HD835 but excluding the Premises;
<b>Services</b>	foul and surface water, drainage, gas, electricity, telephone, telecommunications and other services to or on the Premises and the Retained Land;
<b>Term</b>	the term of 20 years from and including 1 July 2018 and terminating on 30 June 2038 being the Expiry Date as defined in the Leisure





Operating Contract;

**Yearly Rent**

one pound (£1) per annum (if demanded).

**2. INTERPRETATION**

- 2.1 The expression the "Landlord" shall include the person for the time being entitled to the reversion immediately expectant on the determination of the Term while the expression the "Tenant" shall include the Tenant's successors in title and assigns.
- 2.2 Subject to and without prejudice to Clause 56 (Change in Law) of the Leisure Operating Contract, in this Lease references to any statute or statutory provision shall be deemed to refer to any statutory modification or re-enactment for the time being in force whether by statute or any directives and regulations (intended to have direct application within the United Kingdom) adopted by the Council of the European Communities.
- 2.3 The headings are inserted for convenience only and shall be ignored in construing the terms and provisions of this Lease.
- 2.4 References in this Lease to any Clause or sub-Clause, schedule or paragraph of a schedule without further designation shall be construed as a reference to the Clause, sub-Clause, schedule or paragraph of the schedule to this Lease so numbered.
- 2.5 Where there is any inconsistency between the terms of the Leisure Operating Contract and this Lease the Leisure Operating Contract shall prevail.

**3. DEMISE AND RENT**

In consideration of the rents and covenants on the part of the Tenant reserved and contained in this Lease the Landlord DEMISES to the Tenant with full title guarantee ALL THOSE the Premises TOGETHER WITH the rights set out in Schedule 2 EXCEPTING AND RESERVING nevertheless unto the Landlord the rights and matters set out in Schedule 1 and subject to and with the benefit of the matters contained or referred to in the documents listed in Schedule 3 TO HOLD the same to the Tenant for the Term but determinable as provided later in this Lease YIELDING AND PAYING the Yearly Rent throughout the Term if and when demanded.

**4. TENANT'S COVENANTS**

The Tenant covenants with the Landlord as follows:

**4.1 To Pay Rent**

To pay the Yearly Rent reserved in Clause 3.

**4.2 Signs**

Save where necessary to comply with its obligations under the Leisure Operating Contract not to affix, place or exhibit or permit or suffer to be affixed, placed or exhibited to or upon the exterior of any part of the Premises or to or through any windows or to or upon any boundary wall rail or fence at the Premises any sign, placard, poster, signboard or other advertisement save as may have been previously approved in writing by the Landlord such approval not to be unreasonably withheld or delayed.

**4.3 Planning**

Subject to the terms of the Leisure Operating Contract not to do anything in breach of the Planning Acts and to give as soon as reasonably practicable full particulars to the Landlord of any notice, proposal or order issued under the Planning Acts in respect of or affecting the Premises.

#### **4.4 User**

Not to use or permit or suffer the Premises to be used otherwise than for the Authorised Use.


#### **4.5 Notices**

4.5.1 To transmit as soon as reasonably practicable to the Landlord the original or a full and accurate copy of any notice concerning the Premises which is received by the Tenant.

4.5.2 As soon as reasonably practicable to give notice to the Landlord upon becoming aware of any defect or need of repair or renewal arising to the Premises which might result in the Landlord becoming liable to third parties by reason of the provisions of the Defective Premises Act 1972.

#### **4.6 Alienation**

Not to assign, underlet, charge, part with the possession or share the possession, use or occupation of the whole or any part or parts of the Premises nor enter into a binding agreement to do any of the same.



#### **4.7 To Yield Up**

To yield up the Premises in accordance with the provisions of the Leisure Operating Contract provided that the Landlord may treat as abandoned by the Tenant any property not removed by the Tenant prior to the expiration of the Term and may as agent of the Tenant (and the Landlord is hereby irrevocably appointed by the Tenant to act in that capacity) arrange for the removal and destruction or sale of the same after having given the Tenant at least twenty eight (28) days' prior written notice of its intention to carry out such removal and destruction and having given the Tenant reasonable opportunity within such notice period to remove any such property.

### **5. LANDLORD'S COVENANT**

The Landlord covenants with the Tenant that the Tenant shall and may peaceably and quietly hold and enjoy the Premises during the Term without any interruption by the Landlord or any person rightfully claiming under or in trust for the Landlord.

### **6. PROVISOS AGREEMENTS AND DECLARATIONS**

PROVIDED ALWAYS and it is hereby expressly agreed as follows:

#### **6.1 Remedies**

Any breach of the covenants and obligations in this Lease by the Tenant shall be dealt with by way of Clause 6.2 and the remedies specified in the Leisure Operating Contract.

#### **6.2 Early Termination of the Term**

If the Leisure Operating Contract is terminated or determines for any reason in accordance with the terms of the Leisure Operating Contract then this Lease shall automatically determine on the same date without any further notice being served under this Lease but without prejudice to any claim by either party against the other in respect of any antecedent breach of any covenant or condition contained in this Lease and on such determination it shall be lawful for the Landlord at any time thereafter to re-enter the Premises or any part of the Premises in the name of the whole.

### **6.3 No implied Rights**

Save for the rights expressly granted nothing in this Lease shall by implication of law or otherwise operate to confer on the Tenant any easement, right or privilege whatsoever over or against the Retained Land or any other property of the Landlord which might in any way restrict or prejudicially affect the future rebuilding alteration or development of the Retained Land or such other property.

### **6.4 Security of Tenure - Exclusion of sections 24 to 28 of the 1954 Act**

6.4.1 The parties confirm that before the Tenant became contractually bound to enter into the tenancy created by this Lease:

- (a) the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the 1954 Act applying to the tenancy created by this Lease; and
- (b) the Tenant or a person duly authorised by the Tenant made a statutory declaration dated \_\_\_\_\_ in accordance with the requirements of section 38A(3)(b) of the 1954 Act.

6.4.2 The parties agree that the provisions of sections 24 to 28 of the 1954 Act are excluded in relation to the tenancy created by this Lease.

### **6.5 Notices**

The service and receipt of notices shall be undertaken in accordance with the terms of the Leisure Operating Contract.

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A person who is not a party to this Lease shall not have any rights under or in connection with this Lease by virtue of the Contracts (Rights of Third Parties) Act 1999.

### **6.7 Landlord and Tenant (Covenants) Act 1995**

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

### **6.8 Warranty on Use**

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

### **6.9 Local Authority Landlord's Capacity and Powers**

6.9.1 The Landlord enters into this Lease solely in its capacity as a landowner in respect of the Premises and not in any other capacity. Nothing in this Lease shall restrict the Landlord's powers or rights as a local authority, local planning authority or statutory body to perform any of its statutory functions.

6.9.2 The Landlord enters into this Lease pursuant to its powers under section 111 of the Local Government Act 1972 and all other powers so enabling and warrants that it has full power to enter into this Lease and perform all obligations on its part contained therein.

THIS LEASE is executed as a deed and is delivered on the date stated at the beginning of this Lease.

## **SCHEDULE 1**

### **RIGHTS RESERVED**

1. The free and uninterrupted passage and running of Services to and from the Retained Land in and through the Conducting Media which now are or may at any time hereafter during the Term be in, upon, through, under or over the Premises.
2. The right to maintain in, on, through, under or over the Premises at any time during the Term any easements or services for the benefit of the Retained Land, the right to connect into any Conducting Media on the Premises and the right to install and construct Conducting Media at the Premises to serve any part of the Retained Land.
3. The right at any time during the Term in accordance with the conditions for such entry included within the Leisure Operating Contract or otherwise (if no such conditions apply) at reasonable times and after reasonable prior written notice (except in an emergency when no notice shall be required) to enter upon the Premises to:
  - 3.1 inspect, maintain, relay, repair, replace or renew or execute any works whatever to or in connection with any of the Conducting Media easements or Services referred to in paragraphs 1 and 2 of this Schedule 1;
  - 3.2 carry out any cleaning and or maintenance of the Landlord's Retained Land; or
  - 3.3 exercise any of the rights granted or reserved to the Landlord by this Lease or the Leisure Operating Contract,  
  
the Landlord exercising such rights only if such works cannot reasonably be effected without such entry and causing as little inconvenience as possible and remedying any physical damage so caused to the Tenant's reasonable satisfaction.
4. All liberties, privileges, easements, quasi-easements, rights and advantages whatsoever now held or enjoyed with or appertaining or reputed to appertain to any other part of the Retained Land provided always that those matters or any of them reserved pursuant to this paragraph do not materially interfere with the Tenant's proper performance and exercise of its obligations and rights contained in the Leisure Operating Contract.
5. The right to deal in any manner whatsoever with the Retained Land and to erect, maintain, rebuild or alter or suffer to be erected, maintained, rebuilt or altered thereon any buildings whatsoever.
6. The right of support and protection by and from the Premises for adjoining buildings (whether now in existence or erected during the term) situated on the Retained Land.
7. The mines and minerals under the Premises and the airspace above the buildings on the Premises.

## **SCHEDULE 2**

### **RIGHTS GRANTED**

1. The free and uninterrupted passage and running of Services to and from the Premises in and through the Conducting Media which now are or may at any time hereafter during the Term be in, upon, through, under or over the Retained Land.
2. The right to maintain in, on, through, under or over the Retained Land at any time during the Term any easements or services for the benefit of the Premises, the right subject to capacity to connect into any Conducting Media on the Retained Land and the right subject to receiving the prior written consent of the Landlord to install and construct Conducting Media at the Retained Land to serve any part of the Premises.
3. The right of support and protection by and from the Retained Land for the Premises and buildings (whether now in existence or erected during the term) situated on the Premises.
4. The right at any time during the Term in accordance with the conditions for such entry included within the Leisure Operating Contract or otherwise (if no such conditions apply) at reasonable times and after reasonable prior written notice (except in an emergency when no notice shall be required) to enter upon so much of the Retained Land which is reasonably necessary to:
  - 4.1 inspect, maintain, relay, repair, replace or renew or execute any works whatever to or in connection with any of the Conducting Media easements or Services referred to in paragraphs 1 and 2 of this Schedule 2;
  - 4.2 carry out any maintenance of the Premises; or
  - 4.3 exercise any of the rights granted or reserved to the Tenant by this Lease or the Leisure Operating Contract,

the Tenant exercising such rights only if such works cannot reasonably be effected without such entry and causing as little inconvenience as possible and remedying any physical damage so caused to the Landlord's reasonable satisfaction.

### **SCHEDULE 3**

#### **Title Matters**

1. All matters contained or referred to in the registers of title number HD835 as at 9 April 2018 and timed at 11:26:32 and all covenants rights easements agreements and leases subsisting or which are capable of subsisting at the commencement of the Term
2. Access licence dated 11 October 1971 in relation to personal rights of access for the owner of 18 Sandy Lodge Road.
3. Access licence dated 4 May 1972 in relation to personal rights of access for the owner of 22 Sandy Lodge Road.
4. Access licence dated 28 November 1986 in relation to personal rights of access for the owner of 32 Sandy Lodge Road.
5. Access licence dated 15 November 2007 in relation to personal rights of access for the owner of 14 Sandy Lodge Road.
6. Access licence in relation to personal rights of access for the owner of 10 Pembroke Road.

THE COMMON SEAL of **THREE** )  
**RIVERS DISTRICT COUNCIL** was )  
affixed in the presence of: )

Authorised Signatory

EXECUTED AS A DEED by **SPORTS** )  
**AND LEISURE MANAGEMENT LTD** )  
acting by a Director )

In the presence of a Witness

Witness Signature

Witness Name

Witness Address

Witness Occupation

### **Part 3 – Lease of William Penn Leisure Centre**



2018

Lease  
relating to  
William Penn Leisure Centre, Shepherd's Lane, Rickmansworth,  
Hertfordshire

Three Rivers District Council <sup>(1)</sup> and  
Sports and Leisure Management Ltd <sup>(2)</sup>

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LAND REGISTRY PRESCRIBED CLAUSES	
LR1. Date of lease	2018
LR2. Title Number(s)	<p>LR2.1 Landlord's title number(s)</p> <p>HD306189 and HD475370</p> <p>LR2.2 Other title number(s)</p> <p>None</p>
LR3. Parties to this lease	<p>Landlord</p> <p>Three Rivers District Council of Three Rivers House, Northway, Rickmansworth, Hertfordshire, WD3 1RL</p> <p>Tenant</p> <p>Sports and Leisure Management Ltd registered at Companies House with Company Number 2204085 whose registered office address is at 2 Watling Drive, Sketchley Meadows, Hinckley, LE10 3EY</p> <p>Other parties</p> <p>None</p>
LR4. Property	<p>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.</p> <p>Refer to the definition of Premises in Clause 1 of this Lease.</p>
LR5. Prescribed statements etc.	<p>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.</p> <p>None</p> <p>LR5.2 This lease is made under, or by reference to, provisions of:</p> <p>Please see Clause 6.9.2</p>
LR6. Term for which the Property is leased	The term as specified in this lease at Clause 1 ( <b>Term</b> )
LR7. Premium	None
LR8. Prohibitions or restrictions on disposing of	This lease contains a provision that prohibits or

this lease	restricts dispositions.
LR9. Rights of acquisition etc.	<p>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</p> <p>None</p> <p>LR9.2 Tenant's covenant to (or offer to) surrender this lease</p> <p>None</p> <p>LR9.3 Landlord's contractual rights to acquire this lease</p> <p>None</p>
LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property	None
LR11. Easements	<p>LR11.1 Easements granted by this lease for the benefit of the Property</p> <p>The easements as specified in Schedule 2 of this lease.</p> <p>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</p> <p>The easements as specified in Schedule 1 of this lease.</p>
LR12. Estate rentcharge burdening the Property	None
LR13. Application for standard form of restriction	<p>The parties to this lease apply to enter the following standard form of restriction</p> <p>None</p>
LR14. Declaration of trust where there is more than one person comprising the Tenant	None

**DATE**

**2018**

**PARTIES**

- (1) Three Rivers District Council of Three Rivers House, Northway, Rickmansworth, Hertfordshire, WD3 1RL (**Landlord**)
- (2) Sports and Leisure Management Ltd registered at Companies House with Company Number 2204085 whose registered office is at 2 Watling Drive, Sketchley Meadows, Hinckley, LE10 3EY (**Tenant**)

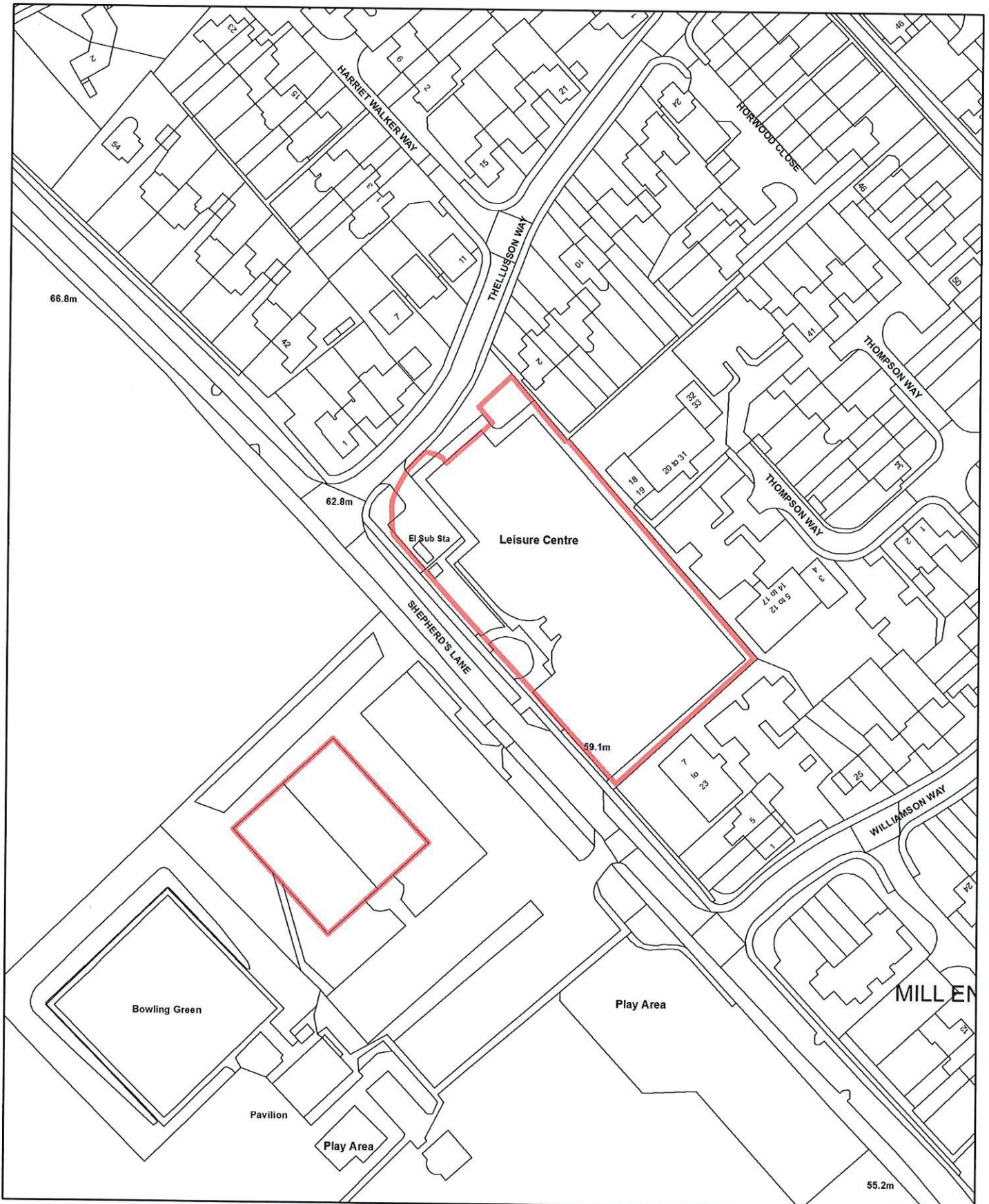
**AGREED TERMS**

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 The following expressions shall where the context so admits have the following meanings:

<b>1954 Act</b>	the Landlord and Tenant Act 1954;
<b>Authorised Use</b>	use for the purposes prescribed under the Leisure Operating Contract;
<b>Conducting Media</b>	all pipes, wires, cables, sewers, tanks, cisterns, pumps, ducts, drains and other service conducting media now or at any time during the Term in, under, over or on the Retained Land and serving the Premises and other adjoining land whether for gas, foul and surface water drainage, water, electricity, telephone, telecommunications or any other service to the Premises;
<b>this Lease</b>	this deed as varied or supplemented by any document which is supplemental to this deed;
<b>Leisure Operating Contract</b>	the agreement (and any agreement made supplemental to or in variation thereof from time to time) entered on today's date between (1) the Landlord and (2) the Tenant relating to the design, build, operation and maintenance of a leisure centre with ancillary uses at the Premises;
<b>Plan 1</b>	the plan annexed to this Lease and labelled 'Plan 1';
<b>Plan 2</b>	the plan annexed to this Lease and labelled 'Plan 2';
<b>Planning Acts</b>	The Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990 and the Planning (Consequential Provisions) Act 1990;
<b>Premises</b>	the land and buildings at William Penn Leisure Centre shown edged red on Plan 1 together with all buildings, additions, alterations, improvements, and landlord's fixtures and fittings at the same from time to time as the same forms part of the land registered at the Land Registry under title numbers HD306189 and HD475370 but excluding the land registered at the Land Registry with title number HD476726 as shown edged green on Plan 2;
<b>Retained Land</b>	the adjoining or neighbouring land of the Landlord being the land registered at the Land Registry under title numbers HD306189 and HD475370 but excluding the Premises;
<b>Services</b>	foul and surface water, drainage, gas, electricity, telephone, telecommunications and other services to or on the Premises and the





Scale:  
1:1,250

## Lease Plan

### William Penn Leisure Centre

Address:

William Penn Leisure Centre, Shepherds Lane, Mill End, Herts WD3 8JN

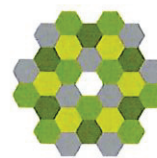
Date: April 2018

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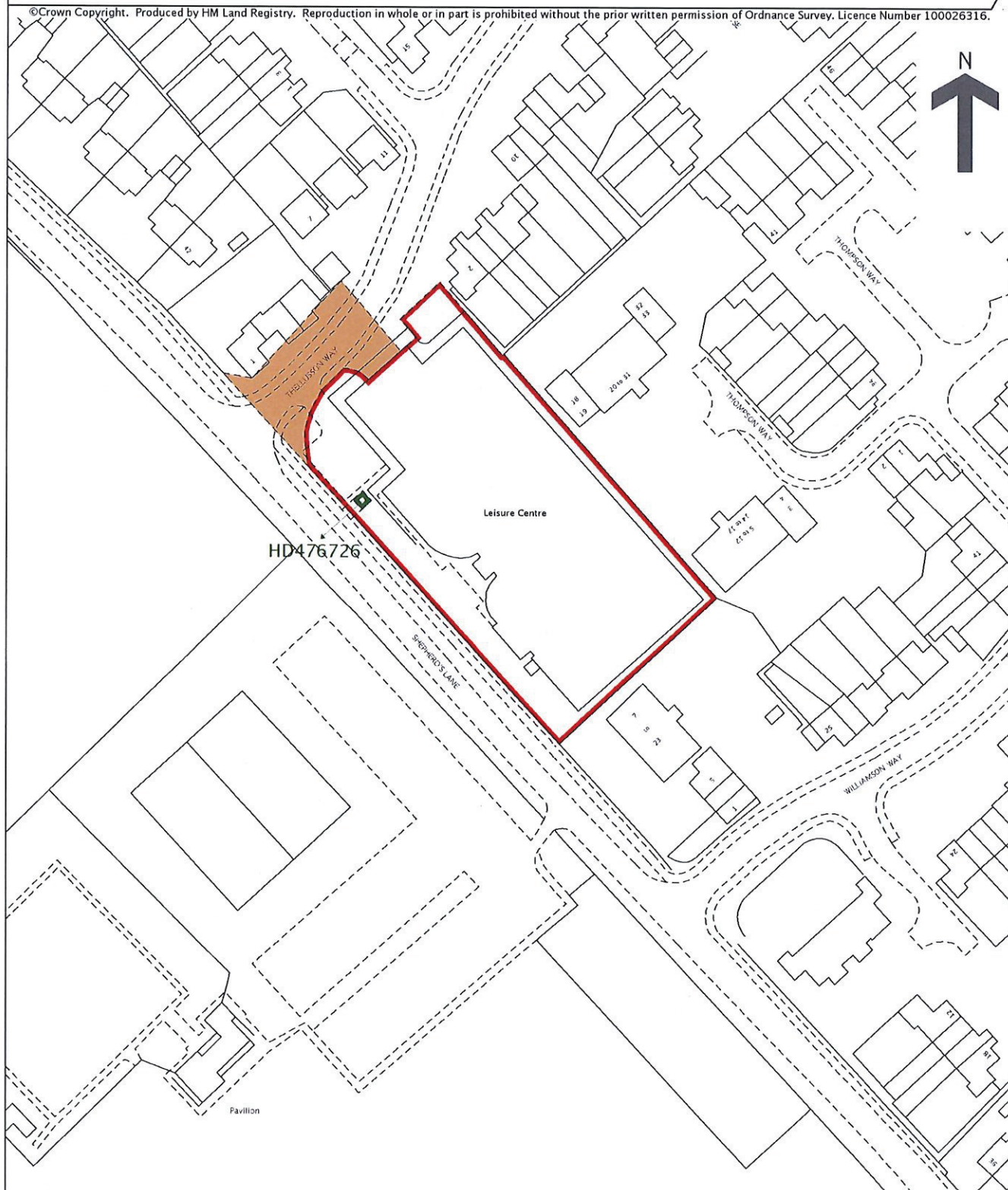


HM Land Registry  
Official copy of  
title plan

Title number **HD306189**  
Ordnance Survey map reference **TQ0394SE**  
Scale **1:1250**  
Administrative area **Hertfordshire : Three Rivers**



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	Retained Land;
<b>Term</b>	the term of 20 years from and including 1 July 2018 and terminating on 30 June 2038 being the Expiry Date as defined in the Leisure Operating Contract;
<b>Yearly Rent</b>	one pound (£1) per annum (if demanded).

## **2. INTERPRETATION**

- 2.1 The expression the "Landlord" shall include the person for the time being entitled to the reversion immediately expectant on the determination of the Term while the expression the "Tenant" shall include the Tenant's successors in title and assigns.
- 2.2 Subject to and without prejudice to Clause 56 (Change in Law) of the Leisure Operating Contract, in this Lease references to any statute or statutory provision shall be deemed to refer to any statutory modification or re-enactment for the time being in force whether by statute or any directives and regulations (intended to have direct application within the United Kingdom) adopted by the Council of the European Communities.
- 2.3 The headings are inserted for convenience only and shall be ignored in construing the terms and provisions of this Lease.
- 2.4 References in this Lease to any Clause or sub-Clause, schedule or paragraph of a schedule without further designation shall be construed as a reference to the Clause, sub-Clause, schedule or paragraph of the schedule to this Lease so numbered.
- 2.5 Where there is any inconsistency between the terms of the Leisure Operating Contract and this Lease the Leisure Operating Contract shall prevail.

## **3. DEMISE AND RENT**

In consideration of the rents and covenants on the part of the Tenant reserved and contained in this Lease the Landlord DEMISES to the Tenant with full title guarantee ALL THOSE the Premises TOGETHER WITH the rights set out in Schedule 2 EXCEPTING AND RESERVING nevertheless unto the Landlord the rights and matters set out in Schedule 1 and subject to and with the benefit of the matters contained or referred to in the documents listed in Schedule 3 TO HOLD the same to the Tenant for the Term but determinable as provided later in this Lease YIELDING AND PAYING the Yearly Rent throughout the Term if and when demanded.

## **4. TENANT'S COVENANTS**

The Tenant covenants with the Landlord as follows:

### **4.1 To Pay Rent**

To pay the Yearly Rent reserved in Clause 3.

### **4.2 Signs**

Save where necessary to comply with its obligations under the Leisure Operating Contract not to affix, place or exhibit or permit or suffer to be affixed, placed or exhibited to or upon the exterior of any part of the Premises or to or through any windows or to or upon any boundary wall rail or fence at the Premises any sign, placard, poster, signboard or other advertisement save as may have been previously approved in writing by the Landlord such approval not to be unreasonably withheld or delayed.



#### **4.3 Planning**

Subject to the terms of the Leisure Operating Contract not to do anything in breach of the Planning Acts and to give as soon as reasonably practicable full particulars to the Landlord of any notice, proposal or order issued under the Planning Acts in respect of or affecting the Premises.

#### **4.4 User**

Not to use or permit or suffer the Premises to be used otherwise than for the Authorised Use.


#### **4.5 Notices**

4.5.1 To transmit as soon as reasonably practicable to the Landlord the original or a full and accurate copy of any notice concerning the Premises which is received by the Tenant.

4.5.2 As soon as reasonably practicable to give notice to the Landlord upon becoming aware of any defect or need of repair or renewal arising to the Premises which might result in the Landlord becoming liable to third parties by reason of the provisions of the Defective Premises Act 1972.

#### **4.6 Alienation**

Not to assign, underlet, charge, part with the possession or share the possession, use or occupation of the whole or any part or parts of the Premises nor enter into a binding agreement to do any of the same.



#### **4.7 To Yield Up**

To yield up the Premises in accordance with the provisions of the Leisure Operating Contract provided that the Landlord may treat as abandoned by the Tenant any property not removed by the Tenant prior to the expiration of the Term and may as agent of the Tenant (and the Landlord is hereby irrevocably appointed by the Tenant to act in that capacity) arrange for the removal and destruction or sale of the same after having given the Tenant at least twenty eight (28) days' prior written notice of its intention to carry out such removal and destruction and having given the Tenant reasonable opportunity within such notice period to remove any such property.

### **5. LANDLORD'S COVENANT**

The Landlord covenants with the Tenant that the Tenant shall and may peaceably and quietly hold and enjoy the Premises during the Term without any interruption by the Landlord or any person rightfully claiming under or in trust for the Landlord.

### **6. PROVISOS AGREEMENTS AND DECLARATIONS**

PROVIDED ALWAYS and it is hereby expressly agreed as follows:

#### **6.1 Remedies**

Any breach of the covenants and obligations in this Lease by the Tenant shall be dealt with by way of Clause 6.2 and the remedies specified in the Leisure Operating Contract.

#### **6.2 Early Termination of the Term**

If the Leisure Operating Contract is terminated or determines for any reason in accordance with the terms of the Leisure Operating Contract then this Lease shall automatically determine on the

same date without any further notice being served under this Lease but without prejudice to any claim by either party against the other in respect of any antecedent breach of any covenant or condition contained in this Lease and on such determination it shall be lawful for the Landlord at any time thereafter to re-enter the Premises or any part of the Premises in the name of the whole.

### **6.3 No implied Rights**

Save for the rights expressly granted nothing in this Lease shall by implication of law or otherwise operate to confer on the Tenant any easement, right or privilege whatsoever over or against the Retained Land or any other property of the Landlord which might in any way restrict or prejudicially affect the future rebuilding alteration or development of the Retained Land or such other property.

### **6.4 Security of Tenure - Exclusion of sections 24 to 28 of the 1954 Act**

6.4.1 The parties confirm that before the Tenant became contractually bound to enter into the tenancy created by this Lease:

- (a) the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the 1954 Act applying to the tenancy created by this Lease; and
- (b) the Tenant or a person duly authorised by the Tenant made a statutory declaration dated 25 April 2018 in accordance with the requirements of section 38A(3)(b) of the 1954 Act.

6.4.2 The parties agree that the provisions of sections 24 to 28 of the 1954 Act are excluded in relation to the tenancy created by this Lease.

### **6.5 Notices**

The service and receipt of notices shall be undertaken in accordance with the terms of the Leisure Operating Contract.

### **6.6 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 this Lease by virtue of the Contracts (Rights of Third Parties) Act 1999.

### **6.7 Landlord and Tenant (Covenants) Act 1995**

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

### **6.8 Warranty on Use**

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

### **6.9 Local Authority Landlord's Capacity and Powers**

6.9.1 The Landlord enters into this Lease solely in its capacity as a landowner in respect of the Premises and not in any other capacity. Nothing in this Lease shall restrict the Landlord's powers or rights as a local authority, local planning authority or statutory body to perform any of its statutory functions.

6.9.2 The Landlord enters into this Lease pursuant to its powers under section 111 of the Local Government Act 1972 and all other powers so enabling and warrants that it has full power to enter into this Lease and perform all obligations on its part contained therein.

THIS LEASE is executed as a deed and is delivered on the date stated at the beginning of this Lease.

## **SCHEDULE 1**

### **RIGHTS RESERVED**

1. The free and uninterrupted passage and running of Services to and from the Retained Land in and through the Conducting Media which now are or may at any time hereafter during the Term be in, upon, through, under or over the Premises.
2. The right to maintain in, on, through, under or over the Premises at any time during the Term any easements or services for the benefit of the Retained Land, the right to connect into any Conducting Media on the Premises and the right to install and construct Conducting Media at the Premises to serve any part of the Retained Land.
3. The right at any time during the Term in accordance with the conditions for such entry included within the Leisure Operating Contract or otherwise (if no such conditions apply) at reasonable times and after reasonable prior written notice (except in an emergency when no notice shall be required) to enter upon the Premises to:
  - 3.1 inspect, maintain, relay, repair, replace or renew or execute any works whatever to or in connection with any of the Conducting Media easements or Services referred to in paragraphs 1 and 2 of this Schedule 1;
  - 3.2 carry out any cleaning and or maintenance of the Landlord's Retained Land; or
  - 3.3 exercise any of the rights granted or reserved to the Landlord by this Lease or the Leisure Operating Contract,  
  
the Landlord exercising such rights only if such works cannot reasonably be effected without such entry and causing as little inconvenience as possible and remedying any physical damage so caused to the Tenant's reasonable satisfaction.
4. All liberties, privileges, easements, quasi-easements, rights and advantages whatsoever now held or enjoyed with or appertaining or reputed to appertain to any other part of the Retained Land provided always that those matters or any of them reserved pursuant to this paragraph do not materially interfere with the Tenant's proper performance and exercise of its obligations and rights contained in the Leisure Operating Contract.
5. The right to deal in any manner whatsoever with the Retained Land and to erect, maintain, rebuild or alter or suffer to be erected, maintained, rebuilt or altered thereon any buildings whatsoever.
6. The right of support and protection by and from the Premises for adjoining buildings (whether now in existence or erected during the term) situated on the Retained Land.
7. The mines and minerals under the Premises and the airspace above the buildings on the Premises.

## **SCHEDULE 2**

### **RIGHTS GRANTED**

1. The free and uninterrupted passage and running of Services to and from the Premises in and through the Conducting Media which now are or may at any time hereafter during the Term be in, upon, through, under or over the Retained Land.
2. The right to maintain in, on, through, under or over the Retained Land at any time during the Term any easements or services for the benefit of the Premises, the right subject to capacity to connect into any Conducting Media on the Retained Land and the right subject to receiving the prior written consent of the Landlord to install and construct Conducting Media at the Retained Land to serve any part of the Premises.
3. The right of support and protection by and from the Retained Land for the Premises and buildings (whether now in existence or erected during the term) situated on the Premises.
4. The right at any time during the Term in accordance with the conditions for such entry included within the Leisure Operating Contract or otherwise (if no such conditions apply) at reasonable times and after reasonable prior written notice (except in an emergency when no notice shall be required) to enter upon so much of the Retained Land which is reasonably necessary to:
  - 4.1 inspect, maintain, relay, repair, replace or renew or execute any works whatever to or in connection with any of the Conducting Media easements or Services referred to in paragraphs 1 and 2 of this Schedule 2;
  - 4.2 carry out any maintenance of the Premises; or
  - 4.3 exercise any of the rights granted or reserved to the Tenant by this Lease or the Leisure Operating Contract,

the Tenant exercising such rights only if such works cannot reasonably be effected without such entry and causing as little inconvenience as possible and remedying any physical damage so caused to the Landlord's reasonable satisfaction.

### **SCHEDULE 3**

#### **Title Matters**

All matters contained or referred to in the registers of title number HD475370 as at 17 April 2018 and timed at 13:58:42 and title number HD306189 as at 9 April 2018 and timed at 11:25:52 and all covenants rights easements agreements and leases subsisting or which are capable of subsisting at the commencement of the Term

THE COMMON SEAL of **THREE** )  
**RIVERS DISTRICT COUNCIL** was )  
affixed in the presence of: )

Authorised Signatory

EXECUTED AS A DEED by **SPORTS** )  
**AND LEISURE MANAGEMENT LTD** )  
acting by a Director )

In the presence of a Witness

Witness Signature

Witness Name

Witness Address

Witness Occupation

## **Part 4 – Licence of Sir James Altham**



2018

Licence To Occupy Sir James Altham, South Oxhey, Hertfordshire

Three Rivers District Council <sup>(1)</sup> and  
Sports and Leisure Management Ltd <sup>(2)</sup>

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**DATE**

**2018**

**PARTIES**

- (1) Three Rivers District Council of Three Rivers House, Northway, Rickmansworth, Hertfordshire, WD3 1RL (**Licensor**).
- (2) Sports and Leisure Management Ltd incorporated in England and Wales with company number 2204085 whose registered office is at 2 Watling Drive, Sketchley Meadows, Hinkley, LE10 3EY (**Licensee**).

**AGREED TERMS**

**1. INTERPRETATION**

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

**1.1 Definitions:**

<b>Common Parts</b>	such roads, paths, entrance halls, corridors, lifts, staircases, landing and other means of access in or upon the Estate, the use of which is necessary for obtaining access to and egress from the Property as designated from time to time by the Licensor.
<b>Competent Authority</b>	any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorised officers.
<b>Conducting Media</b>	all pipes, wires, cables, sewers, tanks, cisterns, pumps, ducts, drains and other service conducting media now or at any time during the Licence Period in, under, over or on the Estate and serving the Property and other adjoining land whether for gas, foul and surface water drainage, water, electricity, telephone, telecommunications or any other service to the Property.
<b>Estate</b>	all that land and buildings known as Sir James Altham Centre as demised to the Licensor by way of the Lease.
<b>Lease</b>	a lease dated 31 December 2007 and made between the (1) Hertfordshire County Council and (2) Three Rivers District Council.
<b>Leisure Operating Contract</b>	the agreement (and any agreement made supplemental to or in variation thereof from time to time) entered on today's date between (1) the Licensor and (2) the Licensee relating to the provision of a leisure centre with ancillary uses at the Property.
<b>Licence Period</b>	the period from and including 1 July 2018 until the date on which this licence is determined in accordance with clause 4.
<b>Necessary Consents</b>	all planning permissions and all other consents, licences, permissions, certificates, authorisations and approvals whether

of a public or private nature which shall be required by any Competent Authority for the Permitted Use.

**Oxhey Jets Lease**

a lease of part of the Property and additional land dated 10 April 2008 and made between (1) Three Rivers District Council and (2) Oxhey Jets Football Club.

**Permitted Use**

use for the performance of the Licensee's obligations under the Leisure Operating Contract.

**Plan**

the plan attached to this licence.

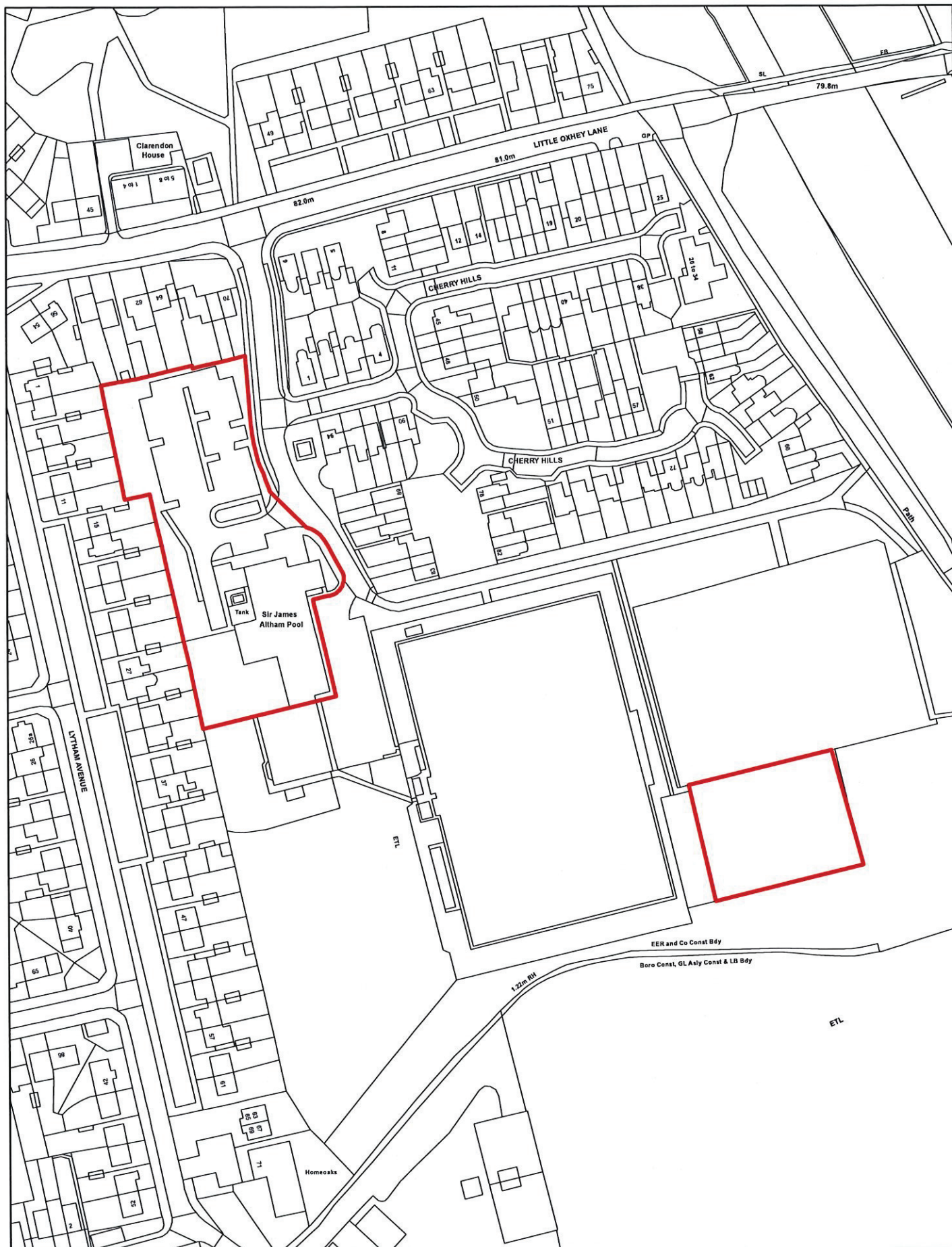
**Property**

the land and buildings at Sir James Altham shown edged red on the Plan which shall include all fixtures and fittings and plant and machinery thereon.

**VAT**

value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this licence.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedule forms part of this licence and shall have effect as if set out in full in the body of this licence. Any reference to this licence includes the Schedule.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.8 Subject to and without prejudice to Clause 56 (Change in Law) of the Leisure Operating Contract, in this Licence references to any statute or statutory provision shall be deemed to refer to any statutory modification or re-enactment for the time being in force whether by statute or any directives and regulations (intended to have direct application within the United Kingdom) adopted by the Council of the European Communities.
- 1.9 A reference to **writing** or **written** excludes fax and e-mail.
- 1.10 Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use reasonable endeavours to prevent that thing being done by another person.
- 1.11 References to clauses and Schedules are to the clauses and Schedules of this licence and references to paragraphs are to paragraphs of the relevant Schedule.



Scale:  
1:1,620



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### Sir James Altham Pool

Address:  
Little Oxhey Lane, South Oxhey, Herts WD19 6FW

Date: April 2018



- 1.12 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.13 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.14 Where there is any inconsistency between the terms of the Leisure Operating Contract and this Licence the Leisure Operating Contract shall prevail.

## **2. LICENCE TO OCCUPY**

- 2.1 Subject to clause 3 and clause 4, the Licensor permits the Licensee to occupy the Property for the Permitted Use for the Licence Period in common with the Licensor and all others authorised by the Licensor (so far as is not inconsistent with the rights given to the Licensee to use the Property for the Permitted Use) together with the rights mentioned in Schedule 1.
- 2.2 The Licensee acknowledges that:
- 2.2.1 the Licensee shall occupy the Property as a licensee and that no relationship of landlord and tenant is created between the Licensor and the Licensee by this licence;
  - 2.2.2 the Licensor retains control, possession and management of the Property and the Licensee has no right to exclude the Licensor from the Property; and
  - 2.2.3 the licence to occupy granted by this agreement is personal to the Licensee and is not assignable and the rights given in clause 2 may only be exercised by the Licensee and its employees.

## **3. LICENSEE'S OBLIGATIONS**

- 3.1 The Licensee agrees and undertakes:
- 3.1.1 to maintain the Property in accordance with Paragraph 6 of Schedule 16 of the Leisure Operating Contract;
  - 3.1.2 not to use the Property other than for the Permitted Use;
  - 3.1.3 not to make any alteration or addition whatsoever to the Property;
  - 3.1.4 not to display any advertisement, signboards, nameplate, inscription, flag, banner, placard, poster, signs or notices at the Property or elsewhere on the Estate without the prior written consent of the Licensor such consent not to be unreasonably withheld or delayed;
  - 3.1.5 not to do or permit to be done on the Property anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Licensor or to tenants or occupiers of the Estate or any owner or occupier of neighbouring property;
  - 3.1.6 not to cause or permit to be caused any damage to:
    - (a) the Property, Estate or any neighbouring property; or

- (b) any property of the owners or occupiers of the Property, Estate or any neighbouring property;
- 3.1.7 not to obstruct the Common Parts, make them dirty or untidy or leave any rubbish on them;
- 3.1.8 not to apply for any planning permission in respect of the Property;
- 3.1.9 not to do anything that will or might constitute a breach of any Necessary Consents affecting the Property or which will or might vitiate in whole or in part any insurance effected by the Licensor in respect of the Property and Estate from time to time;
- 3.1.10 to comply with all laws and with any recommendations of the relevant suppliers relating to the supply and removal of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the Property;
- 3.1.11 to indemnify the Licensor and keep the Licensor indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from:
  - (a) this licence;
  - (b) any breach of the Licensee's undertakings contained in clause 3; and/or
  - (c) the exercise of any rights given in clause 2;
- 3.1.12 not to do anything on or in relation to the Property that would or might cause the Licensor to be in breach of the tenant's covenants and the conditions contained in the Lease or the landlord covenants in the Oxhey Jets Lease;

#### **4. TERMINATION**

- 4.1 This licence shall end on the earliest of:
  - 4.1.1 the date on which the Licensee is required to vacate the Property in accordance with paragraph 7.4 of Schedule 16 of the Leisure Operating Contract;
  - 4.1.2 the date on which the Leisure Operating Contract is terminated or determines for any reason in accordance with the terms of the Leisure Operating Contract; and
  - 4.1.3 the expiry or determination of the Lease.
- 4.2 Termination of this licence shall not affect the rights of either party in connection with any breach of any obligation under this licence which existed at or before the date of termination.

#### **5. NOTICES**

- 5.1 Any notice given under this Licence shall be given in accordance with clause 73 of the Leisure Operating Contract.

#### **6. NO WARRANTIES FOR USE OR CONDITION**

- 6.1 The Licensor gives no warranty that the Property possesses the Necessary Consents for the Permitted Use.

- 6.2 The Licensor gives no warranty that the Property is physically fit for the purposes specified in clause 2.
- 6.3 The Licensee acknowledges that it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that may have been made by or on behalf of the Licensor before the date of this licence as to any of the matters mentioned in clause 6.1 or clause 6.2.
- 6.4 Nothing in this clause shall limit or exclude any liability for fraud.

## **7. LIMITATION OF LICENSOR'S LIABILITY**

- 7.1 Subject to clause 7.2, the Licensor is not liable for:
- 7.1.1 the death of, or injury to the Licensee, its employees, customers or invitees to the Property; or
  - 7.1.2 damage to any property of the Licensee or that of the Licensee's employees, customers or other invitees to the Property; or
  - 7.1.3 any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by Licensee or the Licensee's employees, customers or other invitees to the Property in the exercise or purported exercise of the rights granted by clause 2.
- 7.2 Nothing in clause 7.1 shall limit or exclude the Licensor's liability for:
- 7.2.1 death or personal injury or damage to property caused by negligence on the part of the Licensor or its employees or agents; or
  - 7.2.2 any matter in respect of which it would be unlawful for the Licensor to exclude or restrict liability.

## **8. THIRD PARTY RIGHTS**

A person who is not a party to this licence shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this licence.

## **9. GOVERNING LAW**

This licence 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.

## **10. JURISDICTION**

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

This licence has been entered into on the date stated at the beginning of it.



## **SCHEDULE 1**

### **Rights granted to Licensee**

1. The right for the Licensee to use:
  - 1.1 Such parts of the Common Parts for the purpose of access to and egress from the Property as shall from time to time be designated by the Licensor for such purpose.
  - 1.2 The Conducting Media serving the Property.

The Common Seal of **Three Rivers District** )  
**Council** was affixed in the presence of )

Authorised Signatory

Signed by  
for and on behalf of **Sports and**  
**Leisure Management Ltd**

.....  
Director

## **Part 5 – Sub-sub Underlease of the Centre**

2018

Sub-sub underlease  
relating to  
The Centre, Gosforth Lane, South Oxhey, Watford, Hertfordshire

Three Rivers District Council <sup>(1)</sup> and  
Sports and Leisure Management Ltd <sup>(2)</sup>

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LAND REGISTRY PRESCRIBED CLAUSES	
LR1. Date of lease	2018
LR2. Title Number(s)	<p>LR2.1 Landlord's title number(s)</p> <p>None</p> <p>LR2.2 Other title number(s)</p> <p>None</p>
LR3. Parties to this lease	<p>Landlord</p> <p>Three Rivers District Council of Three Rivers House, Northway, Rickmansworth, Hertfordshire, WD3 1RL</p> <p>Tenant</p> <p>Sports and Leisure Management Ltd registered at Companies House with Company Number 2204085 whose registered office address is at 2 Watling Drive, Sketchley Meadows, Hinckley, LE10 3EY</p> <p>Other parties</p> <p>None</p>
LR4. Property	<p>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.</p> <p>Refer to the definition of Premises in Clause 1 of this Lease.</p>
LR5. Prescribed statements etc.	<p>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.</p> <p>None</p> <p>LR5.2 This lease is made under, or by reference to, provisions of:</p> <p>Please see Clause 6.9.2</p>
LR6. Term for which the Property is leased	The term as specified in this lease at Clause 1 ( <b>Term</b> )
LR7. Premium	None
LR8. Prohibitions or restrictions on disposing of	This lease contains a provision that prohibits or

this lease	restricts dispositions.
LR9. Rights of acquisition etc.	<p>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</p> <p>None</p> <p>LR9.2 Tenant's covenant to (or offer to) surrender this lease</p> <p>None</p> <p>LR9.3 Landlord's contractual rights to acquire this lease</p> <p>None</p>
LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property	None
LR11. Easements	<p>LR11.1 Easements granted by this lease for the benefit of the Property</p> <p>The easements as specified in Schedule 2 of this lease.</p> <p>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</p> <p>The easements as specified in Schedule 1 of this lease.</p>
LR12. Estate rentcharge burdening the Property	None
LR13. Application for standard form of restriction	<p>The parties to this lease apply to enter the following standard form of restriction</p> <p>None</p>
LR14. Declaration of trust where there is more than one person comprising the Tenant	None

**DATE**

**2018**

**PARTIES**

- (1) Three Rivers District Council of Three Rivers House, Northway, Rickmansworth, Hertfordshire, WD3 1RL (**Landlord**)
- (2) Sports and Leisure Management Ltd registered at Companies House with Company Number 2204085 whose registered office is at 2 Watling Drive, Sketchley Meadows, Hinckley, LE10 3EY (**Tenant**)

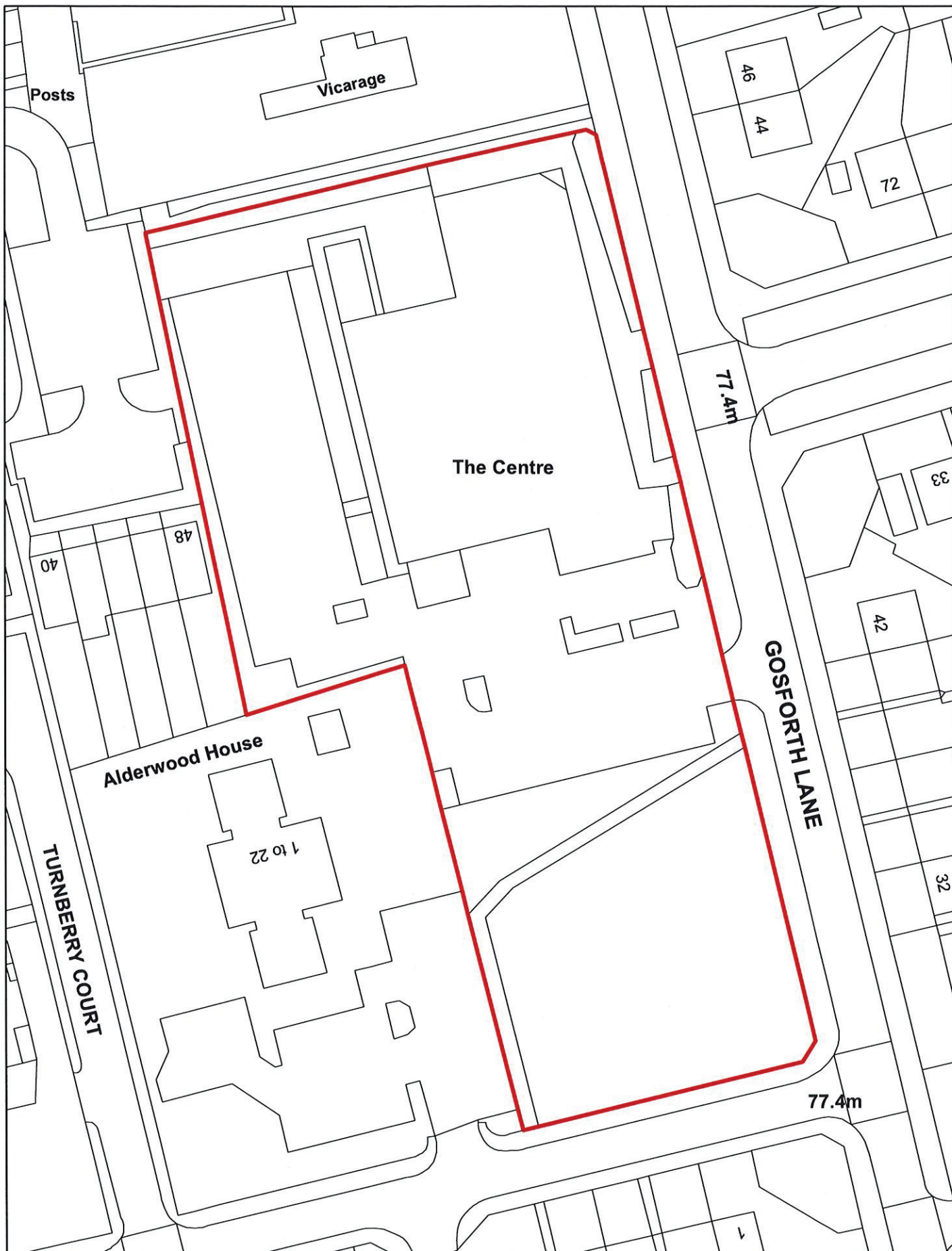
**AGREED TERMS**

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 The following expressions shall where the context so admits have the following meanings:

<b>1954 Act</b>	the Landlord and Tenant Act 1954.
<b>Authorised Use</b>	use for the purposes prescribed under the Leisure Operating Contract.
<b>Conducting Media</b>	all pipes, wires, cables, sewers, tanks, cisterns, pumps, ducts, drains and other service conducting media now or at any time during the Term in, under, over or on the Retained Land and serving the Premises and other adjoining land whether for gas, foul and surface water drainage, water, electricity, telephone, telecommunications or any other service to the Premises.
<b>Headlease</b>	a lease of the Premises dated on or about the date hereof between (1) the Landlord and (2) the Tenant.
<b>this Lease</b>	this deed as varied or supplemented by any document which is supplemental to this deed.
<b>Leisure Operating Contract</b>	the agreement (and any agreement made supplemental to or in variation thereof from time to time) entered on today's date between (1) the Landlord and (2) the Tenant relating to the design, build, operation and maintenance of a leisure centre with ancillary uses at the Premises.
<b>Plan</b>	the plan annexed to this Lease.
<b>Planning Acts</b>	The Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990 and the Planning (Consequential Provisions) Act 1990.
<b>Premises</b>	the land and buildings at The Centre, Gosforth Lane, South Oxhey, Watford, Hertfordshire shown edged red on the Plan together with all buildings, additions, alterations, improvements, and landlord's fixtures and fittings at the same from time to time as the same forms part of the land registered at the Land Registry under title numbers HD21078.
<b>Retained Land</b>	the adjoining or neighbouring land of the Landlord being the land registered at the Land Registry under title numbers HD21078 but excluding the Premises.
<b>Services</b>	foul and surface water, drainage, gas, electricity, telephone, telecommunications and other services to or on the Premises and the





Scale:  
1:620



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### The Centre

Address:  
Gosforth Lane, South Oxhey, Herts WD19 7AX

Date: April 2018

Retained Land.

**Sub-underlease**

the lease by virtue of which the Landlord holds the Premises, which is a lease dated 31 December 2007 made between (1) Hertfordshire County Council (2) the Landlord.

**Term**

the term of 20 years from and including 1 July 2018 and terminating on 30 June 2038 being the Expiry Date as defined in the Leisure Operating Contract.

**Underlease**

a lease of the Premises dated 31 December 2007 made between (1) the Landlord and (2) Hertfordshire County Council.

**Yearly Rent**

one pound (£1) per annum (if demanded).

**2. INTERPRETATION**

- 2.1 The expression the "Landlord" shall include the person for the time being entitled to the reversion immediately expectant on the determination of the Term while the expression the "Tenant" shall include the Tenant's successors in title and assigns.
- 2.2 Subject to and without prejudice to Clause 56 (Change in Law) of the Leisure Operating Contract, in this Lease references to any statute or statutory provision shall be deemed to refer to any statutory modification or re-enactment for the time being in force whether by statute or any directives and regulations (intended to have direct application within the United Kingdom) adopted by the Council of the European Communities.
- 2.3 The headings are inserted for convenience only and shall be ignored in construing the terms and provisions of this Lease.
- 2.4 References in this Lease to any Clause or sub-Clause, schedule or paragraph of a schedule without further designation shall be construed as a reference to the Clause, sub-Clause, schedule or paragraph of the schedule to this Lease so numbered.
- 2.5 Where there is any inconsistency between the terms of the Leisure Operating Contract and this Lease the Leisure Operating Contract shall prevail.

**3. DEMISE AND RENT**

In consideration of the rents and covenants on the part of the Tenant reserved and contained in this Lease the Landlord DEMISES to the Tenant with full title guarantee ALL THOSE the Premises TOGETHER WITH the rights set out in Schedule 2 EXCEPTING AND RESERVING nevertheless unto the Landlord the rights and matters set out in Schedule 1 and subject to and with the benefit of the matters contained or referred to in the documents listed in Schedule 3 TO HOLD the same to the Tenant for the Term but determinable as provided later in this Lease YIELDING AND PAYING the Yearly Rent throughout the Term if and when demanded.

**4. TENANT'S COVENANTS**

The Tenant covenants with the Landlord as follows:

**4.1 To Pay Rent**

To pay the Yearly Rent reserved in Clause 3.

**4.2 Signs**

Save where necessary to comply with its obligations under the Leisure Operating Contract not to affix, place or exhibit or permit or suffer to be affixed, placed or exhibited to or upon the exterior of any part of the Premises or to or through any windows or to or upon any boundary wall rail or

fence at the Premises any sign, placard, poster, signboard or other advertisement save as may have been previously approved in writing by the Landlord such approval not to be unreasonably withheld or delayed.

#### **4.3 Planning**

Subject to the terms of the Leisure Operating Contract not to do anything in breach of the Planning Acts and to give as soon as reasonably practicable full particulars to the Landlord of any notice, proposal or order issued under the Planning Acts in respect of or affecting the Premises.

#### **4.4 User**


- 4.4.1 Not to use or permit or suffer the Premises to be used otherwise than for the Authorised Use.
- 4.4.2 Not to do anything on or in relation to the Premises that would or might cause the Landlord to be in breach of the tenant covenants and conditions contained in the Sub-underlease.

#### **4.5 Notices**

- 4.5.1 To transmit as soon as reasonably practicable to the Landlord the original or a full and accurate copy of any notice concerning the Premises which is received by the Tenant.
- 4.5.2 As soon as reasonably practicable to give notice to the Landlord upon becoming aware of any defect or need of repair or renewal arising to the Premises which might result in the Landlord becoming liable to third parties by reason of the provisions of the Defective Premises Act 1972.

#### **4.6 Alienation**

Not to assign, underlet, charge, part with the possession or share the possession, use or occupation of the whole or any part or parts of the Premises nor enter into a binding agreement to do any of the same.



#### **4.7 To Yield Up**

To yield up the Premises in accordance with the provisions of the Leisure Operating Contract provided that the Landlord may treat as abandoned by the Tenant any property not removed by the Tenant prior to the expiration of the Term and may as agent of the Tenant (and the Landlord is hereby irrevocably appointed by the Tenant to act in that capacity) arrange for the removal and destruction or sale of the same after having given the Tenant at least twenty eight (28) days' prior written notice of its intention to carry out such removal and destruction and having given the Tenant reasonable opportunity within such notice period to remove any such property.

### **5. LANDLORD'S COVENANT**

- 5.1.1 The Landlord covenants with the Tenant that the Tenant shall and may peaceably and quietly hold and enjoy the Premises during the Term without any interruption by the Landlord or any person rightfully claiming under or in trust for the Landlord.
- 5.1.2 The Landlord will observe and perform the covenants to be performed by the tenant contained in the Sub-underlease.

5.1.3 The Landlord will observe and perform the covenants to be performed by the Landlord in the Underlease.

## **6. PROVISOS AGREEMENTS AND DECLARATIONS**

PROVIDED ALWAYS and it is hereby expressly agreed as follows:

### **6.1 Remedies**

Any breach of the covenants and obligations in this Lease by the Tenant shall be dealt with by way of Clause 6.2 and the remedies specified in the Leisure Operating Contract.

### **6.2 Early Termination of the Term**

6.2.1 If the Leisure Operating Contract is terminated or determines for any reason in accordance with the terms of the Leisure Operating Contract then this Lease shall automatically determine on the same date without any further notice being served under this Lease but without prejudice to any claim by either party against the other in respect of any antecedent breach of any covenant or condition contained in this Lease and on such determination it shall be lawful for the Landlord at any time thereafter to re-enter the Premises or any part of the Premises in the name of the whole.

6.2.2 If the Underlease or Sub-underlease is terminated or determines for any reason this Lease shall automatically determine on the same date without prejudice to any claim by either party against the other in respect of any antecedent breach of any covenant or condition contained in this Lease.

### **6.3 No implied Rights**

Save for the rights expressly granted nothing in this Lease shall by implication of law or otherwise operate to confer on the Tenant any easement, right or privilege whatsoever over or against the Retained Land or any other property of the Landlord which might in any way restrict or prejudicially affect the future rebuilding alteration or development of the Retained Land or such other property.

### **6.4 Security of Tenure - Exclusion of sections 24 to 28 of the 1954 Act**

6.4.1 The parties confirm that before the Tenant became contractually bound to enter into the tenancy created by this Lease:

- (a) the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the 1954 Act applying to the tenancy created by this Lease; and
- (b) the Tenant or a person duly authorised by the Tenant made a statutory declaration dated 25 April 2018 in accordance with the requirements of section 38A(3)(b) of the 1954 Act.

6.4.2 The parties agree that the provisions of sections 24 to 28 of the 1954 Act are excluded in relation to the tenancy created by this Lease.

### **6.5 Notices**

The service and receipt of notices shall be undertaken in accordance with the terms of the Leisure Operating Contract.

### **6.6 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 this Lease by virtue of the Contracts (Rights of Third Parties) Act 1999.

**6.7 Landlord and Tenant (Covenants) Act 1995**

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

**6.8 Warranty on Use**

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

**6.9 Local Authority Landlord's Capacity and Powers**

6.9.1 The Landlord enters into this Lease solely in its capacity as a landowner in respect of the Premises and not in any other capacity. Nothing in this Lease shall restrict the Landlord's powers or rights as a local authority, local planning authority or statutory body to perform any of its statutory functions.

6.9.2 The Landlord enters into this Lease pursuant to its powers under section 111 of the Local Government Act 1972 and all other powers so enabling and warrants that it has full power to enter into this Lease and perform all obligations on its part contained therein.

THIS LEASE is executed as a deed and is delivered on the date stated at the beginning of this Lease.



## **SCHEDULE 1**

### **RIGHTS RESERVED**

1. The free and uninterrupted passage and running of Services to and from the Retained Land in and through the Conducting Media which now are or may at any time hereafter during the Term be in, upon, through, under or over the Premises.
2. The right to maintain in, on, through, under or over the Premises at any time during the Term any easements or services for the benefit of the Retained Land, the right to connect into any Conducting Media on the Premises and the right to install and construct Conducting Media at the Premises to serve any part of the Retained Land.
3. The right at any time during the Term in accordance with the conditions for such entry included within the Leisure Operating Contract or otherwise (if no such conditions apply) at reasonable times and after reasonable prior written notice (except in an emergency when no notice shall be required) to enter upon the Premises to:
  - 3.1 inspect, maintain, relay, repair, replace or renew or execute any works whatever to or in connection with any of the Conducting Media easements or Services referred to in paragraphs 1 and 2 of this Schedule 1;
  - 3.2 carry out any cleaning and or maintenance of the Landlord's Retained Land; or
  - 3.3 exercise any of the rights granted or reserved to the Landlord by this Lease or the Leisure Operating Contract,  
  
the Landlord exercising such rights only if such works cannot reasonably be effected without such entry and causing as little inconvenience as possible and remedying any physical damage so caused to the Tenant's reasonable satisfaction.
4. All liberties, privileges, easements, quasi-easements, rights and advantages whatsoever now held or enjoyed with or appertaining or reputed to appertain to any other part of the Retained Land provided always that those matters or any of them reserved pursuant to this paragraph do not materially interfere with the Tenant's proper performance and exercise of its obligations and rights contained in the Leisure Operating Contract.
5. The right to deal in any manner whatsoever with the Retained Land and to erect, maintain, rebuild or alter or suffer to be erected, maintained, rebuilt or altered thereon any buildings whatsoever.
6. The right of support and protection by and from the Premises for adjoining buildings (whether now in existence or erected during the term) situated on the Retained Land.
7. The mines and minerals under the Premises and the airspace above the buildings on the Premises.

## **SCHEDULE 2**

### **RIGHTS GRANTED**

1. The free and uninterrupted passage and running of Services to and from the Premises in and through the Conducting Media which now are or may at any time hereafter during the Term be in, upon, through, under or over the Retained Land.
2. The right to maintain in, on, through, under or over the Retained Land at any time during the Term any easements or services for the benefit of the Premises, the right subject to capacity to connect into any Conducting Media on the Retained Land and the right subject to receiving the prior written consent of the Landlord to install and construct Conducting Media at the Retained Land to serve any part of the Premises.
3. The right of support and protection by and from the Retained Land for the Premises and buildings (whether now in existence or erected during the term) situated on the Premises.
4. The right at any time during the Term in accordance with the conditions for such entry included within the Leisure Operating Contract or otherwise (if no such conditions apply) at reasonable times and after reasonable prior written notice (except in an emergency when no notice shall be required) to enter upon so much of the Retained Land which is reasonably necessary to:
  - 4.1 inspect, maintain, relay, repair, replace or renew or execute any works whatever to or in connection with any of the Conducting Media easements or Services referred to in paragraphs 1 and 2 of this Schedule 2;
  - 4.2 carry out any maintenance of the Premises; or
  - 4.3 exercise any of the rights granted or reserved to the Tenant by this Lease or the Leisure Operating Contract,

the Tenant exercising such rights only if such works cannot reasonably be effected without such entry and causing as little inconvenience as possible and remedying any physical damage so caused to the Landlord's reasonable satisfaction.



### **SCHEDULE 3**

#### **Title Matters**

1. All matters contained or referred to in Schedule 3 of the Headlease.
2. A licence of "the Zone" dated 31 December 2007 and made between (1) Three Rivers District Council and (2) Hertfordshire County Council.

THE COMMON SEAL of **THREE** )  
**RIVERS DISTRICT COUNCIL** was )  
affixed in the presence of: )

Authorised Signatory

EXECUTED AS A DEED by **SPORTS** )  
**AND LEISURE MANAGEMENT LTD** )  
acting by a Director )

In the presence of a Witness

Witness Signature

Witness Name

Witness Address

Witness Occupation

**THIS AGREEMENT** is executed as a deed and delivered on the date stated at the beginning of this Agreement.

The Common Seal of **Three Rivers District Council** was affixed in the presence of )  
)



Authorised Signatory

**SOLICITOR TO THE COUNCIL**

Executed as a Deed by **Sports and Leisure Management Limited** acting by a Director and a )  
(

