

These are the notes referred to on the following official copy

Title Number LL158473

The electronic official copy of the document follows this message.

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Dated

30th may

2016~~7~~

SOUTH KESTEVEN DISTRICT COUNCIL

AND

**GRANTHAM SENIOR CITIZENS CLUB AND COMMUNITY
CENTRE LIMITED**

**Lease of Land and Building
at Welham Street Grantham**

LR1. Date of lease 30th May 2017

LR2. Title number(s)

LR2.1 Landlord's title number(s)

LL158473

LR2.2 Other title numbers

None

LR3. Parties to this lease

Landlord

SOUTH KESTEVEN DISTRICT COUNCIL

Council Offices, St Peter's Hill, Grantham, Lincolnshire, NG31 6PZ

Tenant

GRANTHAM SENIOR CITIZENS CLUB AND COMMUNITY CENTRE LIMITED

(Company no: 07686923)

St Catherine's Road, Grantham, Lincolnshire, NG31 6TT

Other parties

None

LR4. Property

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

See the definition of "Property" in clause 1.15 of this lease.

LR5. Prescribed statements etc.

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

None.

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

None.

LR6. Term for which the Property is leased

The term as specified in this lease at clause 1.1 in the definition of "the Term"

LR7. Premium

None.

LR8. Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

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

None.

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

None.

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

None.

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

None.

LR11. Easements

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

None

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

The easements as specified in Schedule 1 of this lease.

LR12. Estate rentcharge burdening the Property

None.

LR13. Application for standard form of restriction

The Parties to this lease apply to enter the following standard form of restriction [against the title of the Property] [against title number]

None.

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

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HM LAND REGISTRY

LAND REGISTRATION ACT 2002

Administrative area	South Kesteven
Title number out of which lease is granted	LL158473
Property let	Land and building at Welham Street Grantham

THIS LEASE is made the 30th day of May 201~~6~~7
BETWEEN:

- (1) **SOUTH KESTEVEN DISTRICT COUNCIL** of Council Offices St. Peter's Hill Grantham Lincolnshire NG31 6PZ ('the Landlord') and
- (2) **GRANTHAM SENIOR CITIZENS CLUB AND COMMUNITY CENTRE LIMITED** whose registered address is St. Catherine's Road Grantham Lincolnshire NG31 6TT (company number 07686923) ('the Tenant')

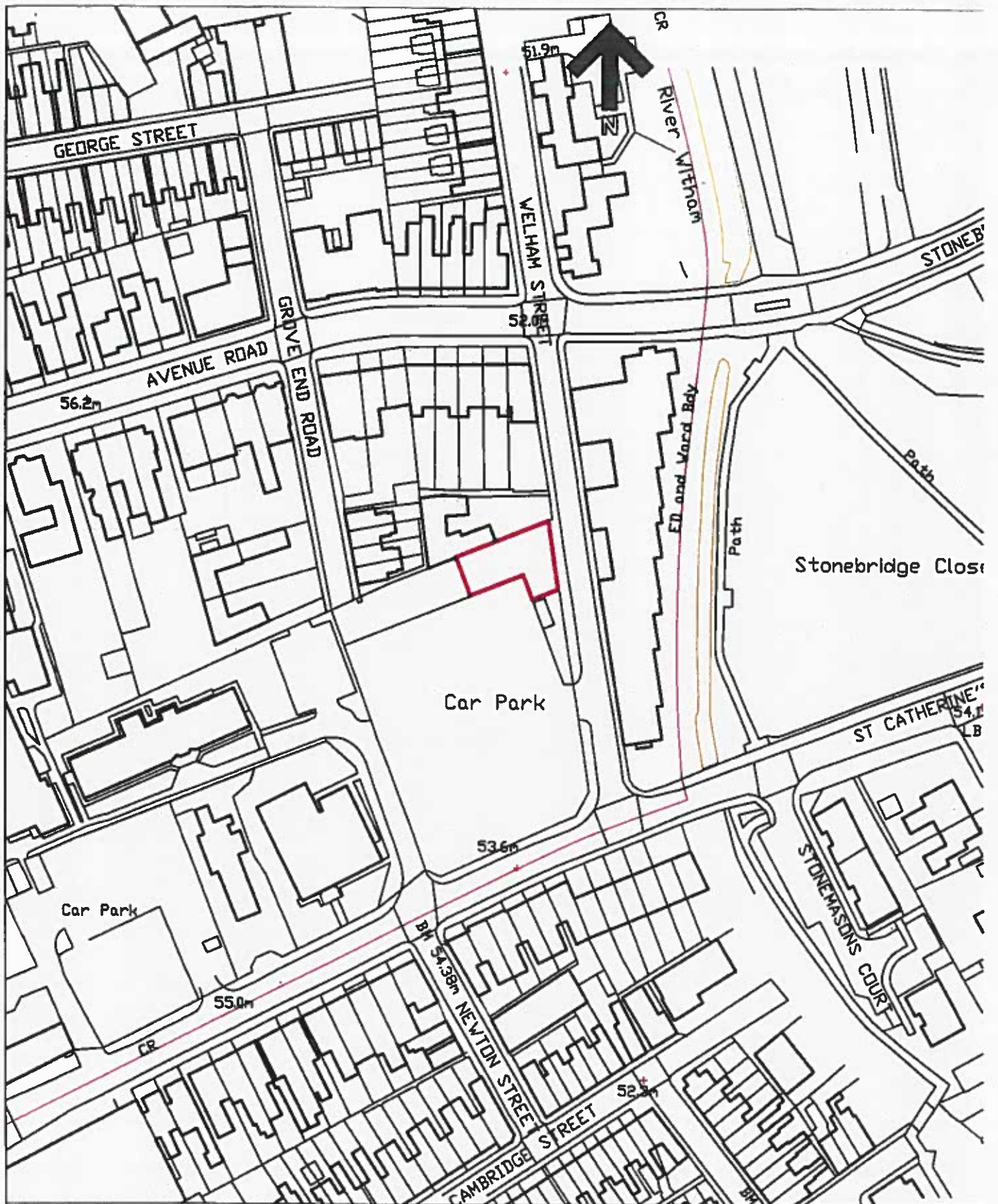
NOW THIS DOCUMENT WITNESSES as follows:

1 DEFINITIONS AND INTERPRETATION

For all purposes of this Lease unless the context otherwise requires the terms defined in this clause have the meanings specified

- 1.1. "the Term" means 30 years from and including the Rent Commencement Date
- 1.2. "the Rent" means £1.00 per annum if demanded subject to the provisions contained in Schedule 3: RENT PROVISIONS
- 1.3. "the Interest Rate" means the rate of 4% a year above the base lending rate of the NatWest plc.
- 1.4. **Interpretation of 'consent' and 'approved'**
References to 'consent of the Landlord' or words to similar effect are references to a prior written consent signed by or on behalf of the Landlord and references to the need for anything to be 'approved by the Landlord' or words to similar effect are references to the need for a prior written approval by or on behalf of the Landlord.
- 1.5. **Interpretation of 'the Landlord'**
The expression 'the Landlord' includes the persons or persons from time to time entitled to possession of the Property when the Lease comes to an end

- 1.6 Interpretation of 'the last year of the Term' and 'the end of the Term'**
References to 'the last year of the Term' are references to the actual last year of the Term howsoever it determines and references to the 'end of the Term' are references to the end of the Term whensoever and howsoever it determines.
- 1.7 Interpretation of 'the Tenant'**
'The Tenant' includes any person who is for the time being bound by the tenant covenants of this Lease.
- 1.8 Interpretation of 'this Lease'**
Unless expressly stated to the contrary, the expression 'this Lease' includes any document supplemental to or collateral with this document or entered into in accordance with this document.
- 1.9 Joint and several liability**
Where any party to this Lease for the time being comprises two or more persons, obligations expressed or implied to be made by or with that party are deemed to be made by or with the persons comprising that party jointly and severally.
- 1.10 'The 1954 Act'**
'The 1954 Act' means the Landlord and Tenant Act 1954
- 1.11 'The 1995 Act'**
'The 1995 Act' means the Landlord and Tenant (Covenants) Act 1995
- 1.12 Obligation not to permit or suffer**
Any covenant by the Tenant not to do anything includes an obligation not to permit or suffer that thing to be done by another person
- 1.13 'the Plan'** means the plan annexed to this Lease
- 1.14 'The Planning Acts'**
'The Planning Acts' means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning and Compensation Act 1991, the Planning and Compulsory Purchase Act
- 1.15 "the Property"** means the land and building at Welham Street Grantham and as shown edged red for identification purposes on the Plan 1 attached to this Lease
- 1.16 "the Rent Review"** means the provisions as set out in Schedule 3: RENT PROVISIONS
- 1.17 'The Rent Commencement Date'**
'The Rent Commencement Date' means the date of this lease
- 1.18 "Permitted Use"** means the use of the Property as a senior citizen centre
- 1.19 'the Property Covenants'**
'The Property Covenants' means the covenants set out in schedule 2 THE PROPERTY COVENANTS



**SOUTH KESTEVEN
DISTRICT COUNCIL**



PROPERTY AND DEVELOPMENT
COUNCIL OFFICES, ST. PETER'S HILL
GRANTHAM, Lincs.
NG31 6PZ
TEL. (01476) 40 60 80
FAX. (01476) 40 60 08

Job **Grantham Senior Citizens Club
Welham Street, Grantham**

Drawing Description
Location Plan

Date **Mar 2016**

Scale **1 : 1250 @ A4**

DWG No.

Drawn by **GMH**

Revision

CC05

2 LETTING

The Landlord lets with full title guarantee the Property to the Tenant excepting and reserving for the Landlord the rights set out in schedule 1 THE RIGHTS RETAINED for the Term at the Rent subject to all matters contained mentioned or referred to in the Property Register and the Charges Register of the above title so far as they relate to the Property.

3 THE TENANT'S COVENANTS

The Tenant covenants with the Landlord to observe and perform the requirements of this clause 3.

3.1 Rent

3.1.1 Payment of the Rent

The Tenant must pay the Rent on the days and in the manner set out in this Lease, and must not exercise or seek to exercise any right or claim to withhold rent or any right or claim to legal or equitable set-off .

3.2 Outgoings and VAT

3.2.1 Outgoings exclusive to the Property

The Tenant must pay, and must indemnify the Landlord against:

3.2.1.1 all rates, taxes, assessments, duties, charges, impositions and outgoings that are now or may at any time during the Term be charged, assessed or imposed upon the Property or on the owner or occupier of them, or by any disposition of or dealing with this Lease or ownership of any interest reversionary to the interest created by it provided that if the Landlord suffers any loss of rating relief that may be applicable to empty premises after the end of the Term because the relief has been allowed to the Tenant in respect of any period before the end of the Term then the Tenant must make good such loss to the Landlord;

3.2.1.2 all VAT that may from time to time be charged on the Rent or other sums payable by the Tenant under this Lease; and

3.2.1.3 all VAT incurred in relation to any costs that the Tenant is obliged to pay or in respect of which he is required to indemnify the Landlord under the terms of this Lease, save where such VAT is recoverable or available for set-off by the Landlord as input tax.

3.2.2 Outgoings assessed on the Property and other property

The Tenant must pay, and must indemnify the Landlord against, the proportion reasonably attributable to the Property of all rates, taxes, assessments, duties, charges, impositions and outgoings that are now or at any time during the Term

may be charged, assessed or imposed on the Property and any other property, including any adjoining property of the Landlord, or on their owners or occupiers.

3.3 Repair, cleaning and decoration

3.3.1 Repair of the Property

The Tenant must keep the Property in good repair and condition, properly maintained. This obligation does not extend to keeping the Property in any better state of repair and condition than it is at the date of this Lease

3.3.2 Replacement of landlord's fixtures

The Tenant must replace from time to time any landlord's fixtures and fittings in the Property that may be or become beyond repair at any time during or at the end of the Term.

3.3.3 Cleaning and tidying

The Tenant must keep the Property clean and tidy and clear of all rubbish.

3.3.4 Decoration

As often as may in the reasonable opinion of the Landlord be necessary in order to maintain a high standard of decorative finish and attractiveness and to preserve the Property and in the last year of the Term the Tenant must redecorate the Property in a good and workmanlike manner, with appropriate materials of good quality, to the reasonable satisfaction of the Landlord, provided that the covenants relating to the last year of the Term are not to apply where the Tenant has redecorated the Property less than 18 months before the end of the Term.

3.4 Waste and alterations

3.4.1 Waste, additions and alterations

The Tenant must not commit any waste, make any addition to the Property, unite the Property with any adjoining premises or make any alteration to the Property except as permitted by the provisions of this clause 3.4.

3.4.2 Pre-conditions for alterations

The Tenant must not make any structural alterations to the Property unless he first:

- 3.4.2.1 obtains and complies with the necessary consents of the competent authorities and pays their charges for them;
- 3.4.2.2 makes an application to the Landlord for consent, supported by drawings and where appropriate a specification in duplicate;
- 3.4.2.3 pays the fees of the Landlord, any head landlord, any mortgagee and their respective professional advisers;
- 3.4.2.4 enters into any covenants the Landlord requires as to the execution and reinstatement of the alterations; and

3.4.2.5 obtains the consent of the Landlord, whose consent may not be unreasonably withheld or delayed.

3.4.3 Removal of alterations

At the end of the Term, if so requested by the Landlord, the Tenant must remove any additions, alterations or improvements made to the Property and must make good any part of the Property damaged by their removal.

3.5 Advertisements

The Tenant may not fix to or exhibit on the outside of the Property or fix to or exhibit through any window of the Property or display anywhere on the Property any placard, sign, notice, fascia, board or advertisement except with the prior consent of the Landlord whose consent may not be unreasonably withheld or delayed provided always that nothing in the sub-clause or in any other provision of this Lease shall preclude the Tenant from displaying its usual logo

3.6 Statutory obligations

3.6.1 General provisions

The Tenant must comply in all respects with the requirements of any statutes, and any other obligations imposed by law or by any byelaws, applicable to the Property or the trade or business for the time being carried on there.

3.6.2 Particular obligations

3.6.2.1 Works required by statute, department or authority

Without prejudice to the generality of clause 3.6.1, the Tenant must execute all works and provide and maintain all arrangements on or in respect of the Property or the use to which they are being put that are required in order to comply with the requirements of any statute already or in the future to be passed or the requirements of any government department, local authority or other public or competent authority or court of competent jurisdiction regardless of whether such requirements are imposed on the owner, the occupier or any other person.

3.6.2.2 Acts causing losses

Without prejudice to the generality of clause 3.6.1, the Tenant must not do in or near the Property anything by reason of which the Landlord may incur any losses under any statute.

3.7 Entry to inspect and notice to repair

3.7.1 Entry and notice

The Tenant must permit the Landlord on reasonable notice during normal business hours except in emergency:

3.7.1.1 to enter the Property to ascertain whether or not the covenants and conditions of this Lease have been observed and performed,

3.7.1.2 to view the state of repair and condition of the Property and to open up floors and other parts of the Property where that is necessary in order to do so and

3.7.1.3 to give to the Tenant, or notwithstanding clause 8.7 NOTICES leave on the Property, a notice ('a notice to repair') specifying the works required to remedy any breach of the Tenant's obligations as to the repair and condition of the Property in this Lease provided that any opening-up must be made good by and at the cost of the Landlord if it reveals no breach of the terms of this Lease.

3.7.2 Works to be carried out

The Tenant must carry out the works specified in a notice to repair immediately including making good any opening up that revealed a breach of the terms of this Lease.

3.7.3 Landlord's power in default

If within 1 month of the service of a notice to repair the Tenant has not started to execute the work referred to in that notice or is not proceeding diligently with it, or if the Tenant fails to finish the work within three months, or if in the Landlord's reasonable opinion the Tenant is unlikely to finish the work within that period, the Tenant must permit the Landlord to enter the Property to execute the outstanding work and must within 14 days of a written demand pay to the Landlord the cost of so doing and all expenses incurred by the Landlord, including legal costs and surveyor's fees.

3.8 Alienation

3.8.1 Alienation prohibited

The Tenant must not hold the Property on trust for another. The Tenant must not part with possession of the Property or any part of the Property or permit another to occupy them or any part of them except pursuant to a transaction permitted by and effected in accordance with the provisions of this Lease.

3.8.2 Assignment

The Tenant must not assign the whole or part of this Lease

3.8.3 Underlettings

3.8.3.1 The Tenant shall not underlet the whole or any part of the Property

3.8.3.2 Nothing in this clause 3.8.3 shall in any way prevent the use of the whole or any part of the Property for individual user hire arrangements.

3.8.4 Charging

3.8.3.1 The Tenant shall not charge the whole of this lease without the consent of the Landlord such consent not to be unreasonably withheld

3.8.3.2 The Tenant shall not charge part only of this lease

3.9 Nuisance and residential restrictions

3.9 Nuisance

The Tenant must not do anything on the Property or allow anything to remain on them that may be or become a nuisance or cause annoyance, disturbance, inconvenience, injury or damage to the Landlord

3.9.2 Auctions, trades and immoral purposes

The Tenant must not use the Property for any auction sale, any dangerous, noxious, noisy or offensive trade, business, manufacture or occupation or any illegal or immoral act or purpose.

3.9.3 Residential use, sleeping and animals

The Tenant must not use the Property as sleeping accommodation or for residential purposes or keep any animal, bird or reptile on them.

3.10 Costs of applications, notices and recovery of arrears

The Tenant must pay to the Landlord on an indemnity basis all proper and reasonable costs, fees, charges, disbursements and expenses including without prejudice to the generality of the above those payable to counsel, solicitors, surveyors and bailiffs incurred by the Landlord in relation to or incidental to:

3.10.1 every application made by the Tenant for a consent or licence required by the provisions of this Lease, whether it is granted, refused or offered subject to any qualification or condition or the application is withdrawn, unless the refusal, qualification or condition is unlawful whether because it is unreasonable or otherwise;

3.10.2 the contemplation, preparation and service of a notice under the Law of Property Act 1925 Section 146 or by reason or the contemplation or taking of proceedings under Sections 146 or 147 of that Act, even if forfeiture is avoided otherwise than by relief granted by the court;

3.10.3 the recovery or attempted recovery of arrears of rent or other sums due under this Lease; and

3.10.4 any other steps taken in contemplation of or in direct connection with the enforcement of the covenants on the part of the Tenant contained in this Lease whether during or after the end of the Term including without prejudice to the generality of the foregoing the preparation, service and negotiation of schedules of dilapidations.

3.11 Planning and development

3.11.1 Compliance with the Planning Acts

The Tenant must observe and comply with the provisions and requirements of the Planning Acts affecting the Property and their use, and must indemnify the Lan-

lord, and keep him indemnified, both during and following the end of the Term, against all losses in respect of any contravention of those Acts.

3.11.2 Consent for applications

The Tenant must not make any application for planning permission without the consent of the Landlord, whose consent may not be unreasonably withheld or delayed in any case where application for and implementation of the planning permission will not create or give rise to any tax liability for the Landlord or where the Tenant indemnifies the Landlord against such liability.

3.11.3 Permissions and notices

The Tenant must at his expense obtain any planning permissions and serve any notices that may be required for the carrying out of any development on or at the Property.

3.11.4 Charges and levies

Subject only to any statutory direction to the contrary, the Tenant must pay and satisfy any charge or levy that may subsequently be imposed under the Planning Acts in respect of carrying out or maintaining any development on or at the Property.

3.11.5 Pre-conditions for development

Notwithstanding any consent that may be granted by the Landlord under this Lease, the Tenant must not carry out any development on or at the Property until all necessary notices under the Planning Acts have been served and copies produced to the Landlord, all necessary permissions under the Planning Acts have been obtained and produced to the Landlord and the Landlord has acknowledged that every necessary planning permission is acceptable to him, such acknowledgement not to be unreasonably withheld. The Landlord may refuse to acknowledge his acceptance of a planning permission on the grounds that any condition contained in it or anything omitted from it or the period referred to in it would, in the reasonable opinion of the Landlord, be, or be likely to be, prejudicial to the Landlord or to his reversionary interest in the Property, the Building or any other of the adjoining property of the Landlord whether during the Term or following the end of it.

3.11.6 Completion of development

Where a condition of any planning permission granted for development begun before the end of the Term requires works to be carried out to the Property by a date after the end of the Term, the Tenant must, unless the Landlord directs otherwise, finish those works before the end of the Term.

3.11.7 Security for compliance with conditions

In any case where a planning permission is granted subject to conditions, and if the Landlord so requires, the Tenant must provide sufficient security for his compliance with the conditions and must not implement the planning permission until the security has been provided.

3.12 Plans, documents and information

3.12.1 Evidence of compliance with this Lease

If so requested, the Tenant must produce to the Landlord or the Surveyor any plans, documents and other evidence the Landlord requires to satisfy himself that the provisions of this Lease have been complied with.

3.12.2 Information for renewal or rent review

If so requested, the Tenant must produce to the Landlord, the Surveyor or any person acting as the third party determining the Rent in default of agreement between the Landlord and the Tenant under any provisions for rent review contained in this Lease any information reasonably requested in writing in relation to any pending or intended step under the 1954 Act or the implementation of any provisions for rent review.

3.13 Indemnities

The Tenant must keep the Landlord fully indemnified against all losses arising directly or indirectly out of any act, omission or negligence of the Tenant or any persons at the Building expressly or impliedly with his authority or any breach or non-observance by the Tenant of the covenants, conditions or other provisions of this Lease or any of the matters to which this demise is subject with the exception of any matter relating to entry C1 in the Landlord's freehold title and the Landlord shall indemnify the Tenant against any actions costs claims or demands in respect of this

3.14 Reletting boards and viewing

Unless a valid court application under the 1954 Act Section 24 has been made or the Tenant is entitled to remain in occupation or to a new tenancy of the Property, within the last six months of the Term, the Tenant must permit the Landlord to enter the Property and fix and retain anywhere on them a board advertising them for reletting. While any such board is on the Property the Tenant must permit viewing of the Property at reasonable times of the day.

3.15 Obstruction and encroachment

3.15.1 Obstruction of windows

The Tenant must not stop up, darken or obstruct any window or light belonging to the Property.

3.15.2 Encroachments

The Tenant must take all reasonable steps to prevent the construction of any new window, light, opening, doorway, path, passage, pipe or the making of any en-

encroachment or the acquisition of any easement in relation to the Property and must notify the Landlord immediately if any such thing is constructed, encroachment is made or easement acquired or if any attempt is made to construct such a thing, to encroach or acquire an easement. At the request of the Landlord the Tenant must adopt such means as are reasonably required to prevent the construction of such a thing, the making of any encroachment or the acquisition of any easement.

3.16 Yielding up

At the end of the Term the Tenant must yield up the Property with vacant possession, decorated and repaired in accordance with and in the condition required by the provisions of this Lease, give up all keys of the Property to the Landlord, remove tenant's fixtures and fittings if requested to do so by the Landlord and remove all signs erected by the Tenant or any of his predecessors in title in, on or near the Property, immediately making good any damage caused by their removal.

3.17 Interest on arrears

The Tenant must pay interest on any of the Rent or other sums due under this Lease that are not paid, whether formally demanded or not, the interest to be recoverable as rent. Nothing in this clause is to entitle the Tenant to withhold or delay any payment of the Rent or any other sum due under this Lease or affect the rights of the Landlord in relation to any non-payment.

3.18 Statutory notices

The Tenant must give full particulars to the Landlord of any notice, direction, order or proposal relating to the Property made, given or issued to the Tenant by any government department or local, public, regulatory or other authority or court within 7 days of receipt and if so requested by the Landlord must produce it to the Landlord. The Tenant must without delay take all necessary steps to comply with the notice, direction or order. At the request of the Landlord, but at his own cost, the Tenant must make or join with the Landlord in making any objection or representation the Landlord deems expedient against or in respect of any notice, direction, order or proposal.

3.19 Keyholders

The Tenant must ensure that at all times the Landlord has written notice of the name, home address and home telephone number of at least 2 keyholders of the Property.

3.20 Viewing on sale of reversion

The Tenant must, on reasonable notice, at any time during the Term, permit prospective purchasers of the Landlord's reversion or any other interest superior to the Term, or agents instructed in connection with the sale of the reversion or such an interest, to view the Property without interruption provided they have the prior written authority of the Landlord or his agents.

3.21 Defective premises

The Tenant must give notice to the Landlord of any defect in the Property that might give rise to an obligation on the Landlord to do or refrain from doing anything in order to comply with the

provisions of this Lease or the duty of care imposed on the Landlord, whether pursuant to the Defective Premises Act 1972 or otherwise, and must at all times display and maintain any notices the Landlord from time to time reasonably requires him to display

3.22 Exercise of the Landlord's rights

The Tenant must permit the Landlord to exercise any of the rights granted to him by virtue of the provisions of this Lease at all times during the Term without interruption or interference.

3.23 The Property Covenants

The Tenant must observe and perform the Property Covenants.

4 THE LANDLORD'S COVENANTS

The Landlord covenants with the Tenant to permit the Tenant peaceably and quietly to hold and enjoy the Property without any interruption or disturbance from or by the Landlord or any person claiming under or in trust for him.

5 INSURANCE

5.1 Definitions

In this clause 5 the terms defined in this clause 5.1 have the meanings specified.

5.1.1 The Insured Risks

'The Insured Risks' means the risks of loss or damage by fire, storm, tempest, earthquake, lightning, explosion, riot, civil commotion, malicious damage, terrorism, impact by vehicles and by aircraft and articles dropped from aircraft—other than war risks—flood damage and bursting and overflowing of water pipes and tanks, and such other risks, whether or not in the nature of the foregoing, as the Landlord from time to time by notice to the Tenant reasonably requires the Tenant to insure against

5.1.2 Permissions

References to 'permissions' are references to all the planning permissions and other permits and consents that may be required under the Planning Acts or other statutes for the time being in force to enable the Land to be rebuilt and reinstated lawfully in the event of any damage or destruction.

5.2 Covenant to insure

5.2.1 Insure of the Land

The Tenant covenants with the Landlord to insure the Land against damage or destruction by any of the Insured Risks, in the joint names of the Landlord and the Tenant and of any other persons the Landlord from time to time by notice to the Tenant reasonably requires, in an amount equal to the full cost of rebuilding and reinstating the Land as new in the event of their total destruction including archi-

fects', surveyors', engineers', solicitors' and all other professional persons' fees, the fees payable on applications for any permissions or other permits or consents that may be required in relation to rebuilding or reinstating the Land, the cost of preparation of the site including shoring-up, debris removal, demolition, site clearance and any works that may be required by statute and incidental expenses.

5.2.2 Liability insurance

The Tenant covenants with the Landlord to effect and maintain such insurance, in such amount, as the Landlord from time to time by notice to the Tenant requires in respect of the Tenant's liability to indemnify the Landlord against losses arising from the Tenant's acts, omissions or negligence and all liability of the Landlord to third parties arising out of or in connection with any matter involving or relating to the Land.

5.2.3 Office, underwriters and agency

All insurance must be taken out in a substantial and reputable insurance office, or with such underwriters, and through such agency as the Landlord from time to time by notice to the Tenant reasonably requires approves, such approval not to be unreasonably withheld or delayed.

5.3. Tenant's further insurance covenants

The Tenant covenants with the Landlord to observe and perform the requirements of this clause 5.3.

5.3.1 Requirements of insurers

The Tenant must comply with all requirements and recommendations of the insurers.

5.3.2 Policy avoidance

The Tenant must not do or omit anything that could cause any insurance policy taken out in accordance with this Lease to become wholly or partly void or voidable.

5.3.3 Fire Safety

The Tenant must comply with the requirements of and the duties imposed by the Fire Safety Regulations as to fire safety at the Land.

5.3.4 Notice of events and damage

The Tenant must give immediate notice to the Landlord of any event that might affect any insurance policy taken out in accordance with this Lease and of any destruction of or damage to the Land, whether or not caused by one or more of the Insured Risks.

5.3.5 Production of the policy

The Tenant must produce to the Landlord on demand every insurance policy taken

out in accordance with this Lease and the receipt for the then current year's premium and if so required must supply the Landlord with a copy of every such policy.

5.4 Tenant's obligation to reinstate

If and whenever during the Term the Land is damaged or destroyed by one or more of the Insured Risks, then:

all money received under any insurance policy taken out in accordance with this Lease must be placed in an account in the joint names of the Landlord and the Tenant at a bank designated by the Landlord acting reasonably and must subsequently be released to the Tenant from that account by instalments against architect's certificates or other evidence acceptable to the Landlord, whose acceptance may not be unreasonably withheld, of expenditure actually incurred by the Tenant in rebuilding and reinstating the Land; and

the Tenant must with all convenient speed obtain the permissions, and as soon as they have been obtained rebuild and reinstate the Land in accordance with them, making up out of his own money any difference between the cost of rebuilding and reinstatement and the money received from the insurance policy.

6 FORFEITURE AND RE-ENTRY

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

- 6.1 the Rents, or any of them or any part of them, or any VAT payable on them, are outstanding for 14 days after becoming due, whether formally demanded or not, or
- 6.2 the Tenant breaches any covenant or other term of this Lease, or
- 6.3 the Tenant, being an individual, becomes subject to a bankruptcy order, or
- 6.4 the Tenant, being a company or limited liability partnership, or enters into administration or has a receiver appointed over all or any part of its assets, or
- 6.5 the Tenant enters into or makes a proposal to enter into any voluntary arrangement pursuant to the Insolvency Act 1986 or any other arrangement or composition for the benefit of his creditors, or
- 6.6 the Tenant has any distress, sequestration or execution levied on his goods and, where the Tenant is more than one person, if and whenever any of the events referred to in this clause happens to any one or more of them, the Landlord may at any time re-enter the Property, or any part of them in the name of the whole even if any previous right of re-entry has been waived and thereupon the Term is to cease absolutely but without prejudice to any rights or remedies that may have accrued to the Landlord against the Tenant in respect of any breach of covenant
- 6.7 the Tenant, being a company or limited liability partnerships, is dissolved at any time during the Term

7 MISCELLANEOUS

7.1 Exclusion of third party rights

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

7.2 Representations

The Tenant acknowledges that this Lease has not been entered into wholly or partly in reliance on any statement or representation made by or on behalf of the Landlord except any such statement or representation expressly set out in this Lease or made by the Landlord's solicitors in any written response to enquiries raised by the Tenant's solicitors in connection with the grant of this Lease.

7.3 Documents under hand

While the Landlord is a limited company or other corporation, any licence, consent, approval or notice required to be given by the Landlord is to be sufficiently given if given under the hand of a director, the secretary or other duly authorised officer of the Landlord.

7.4 Tenant's property

If, after the Tenant has vacated the Property at the end of the Term, any property of his remains in or on the Property and he fails to remove it within 7 days after a written request from the Landlord to do so or, if the Landlord is unable to make such a request to the Tenant, within 7 days from the first attempt to make it, then the Landlord may, as the agent of the Tenant, sell that property. The Tenant must indemnify the Landlord against any liability incurred by the Landlord to any third party whose property is sold by him in the mistaken belief held in good faith—which is to be presumed unless the contrary is proved—that the property belonged to the Tenant. If, having made reasonable efforts to do so, the Landlord is unable to locate the Tenant, then the Landlord may retain the proceeds of sale absolutely unless the Tenant claims them within 6 months of the date upon which he vacated the Property. The Tenant must indemnify the Landlord against any damage occasioned to the Property and any losses caused by or related to the presence of the property in or on the Property.

7.5 Compensation on vacating excluded

Any statutory right of the Tenant to claim compensation from the Landlord on vacating the Property is excluded to the extent that the law allows.

7.6 Notices

7.6.1 Form and service of notices

A notice under this Lease must be in writing and, unless the receiving party or his authorised agent acknowledges receipt, is valid if, and only if:

7.6.1.1 it is given by hand, sent by registered first class post, document exchange, or sent by email provided a confirmatory copy is given by hand

or sent by registered first class post, document exchange on the same day; and

7.6.1.2 it is served:

- (a) where the receiving party is a company incorporated within Great Britain, at the registered office;
- (b) where the receiving party is the Tenant and the Tenant is not such a company, at the Property; and
- (c) where the receiving party is the Landlord and the Landlord is not such a company, at the address shown in this Lease or at any address specified in a notice given by.

7.6.2 Deemed delivery

7.6.2.1 By registered post or signed for

Unless it is returned through the Royal Mail undelivered, a notice sent by registered post is to be treated as served on the third working day after posting whenever, and whether or not, it is received.

7.6.2.2 By email

A notice sent by email is to be treated as served on the day upon which it is sent, or the next working day where the fax is sent after 1600 hours or on a day that is not a working day, whenever and whether or not it or the confirmatory copy is received unless the confirmatory copy is returned through the Royal Mail undelivered.

7.6.2.3 'A working day'

References to 'a working day' are references to a day when the United Kingdom clearing banks are open for business in the City of London.

7.6.3 Joint recipients

If the receiving party consists of more than one person, a notice to one of them is notice to all.

IN WITNESS WHEREOF this instrument has been signed by the Landlord as their deed in the presence of the person mentioned below and is delivered and takes effect on the dates stated at the beginning of it

SCHEDULE 1: THE RIGHTS RETAINED

1. The Landlord reserves the right to enter, or in emergency to break into and enter, the Property at any time during the Term (or as required) at reasonable times and on reasonable notice except in emergency;
2. The right to enter the Property with the third party determining the Rent under any provisions for rent review contained in this Lease at [any time (or as required) convenient hours and on reasonable prior notice to inspect and measure the Property for all purposes connected with any pending or intended step under the 1954 Act or the implementation of the provisions for rent review.
3. The right to construct and to maintain at any time during the Term any pipes, sewers, drains, mains, ducts, conduits, gutters, watercourses, wires, cables, channels, flues and other necessary conducting media for the provision of services or supplies--including any fixings, louvres, cowls and any other ancillary apparatus--for the benefit of any part of the Property or any other adjoining property of the Landlord, making good any damage caused by the exercise of the right.
4. The right to the free and uninterrupted passage and running of all appropriate services and supplies from and to other parts of the Property or any other adjoining property of the Landlord in and through the appropriate Conduits and through any structures of a similar use or nature that may at any time be constructed in, on, over or under the Property as permitted by clause 3 of this schedule.
5. The right to enter, or in emergency to break into and enter, the Property at any time during the Term and on reasonable notice except in emergency:
 - 5.1. to inspect the condition and the state of repair of the Property;
 - 5.2. to inspect, clean, connect to, lay, repair, remove, replace with others, alter or execute any works whatever to or in connection with the conduits, easements, supplies or services referred to in clause 3 and 4 of this schedule;
 - 5.3. to carry out work or do anything whatever that the Landlord is obliged to do under this Lease;
 - 5.4. to take schedules or inventories of fixtures and other items to be yielded up at the end of the Term; and
 - 5.5. to exercise any of the rights granted to the Landlord by this Lease.

SCHEDULE 2: THE PROPERTY COVENANTS

1 Use

1.1 Use as Senior Citizens Centre

The Tenant must not use the Property for any purpose other than as a Senior Citizen Centre

1.2 Cesser of business

The Tenant must not cease carrying on business in the Property or leave the Property continuously unoccupied for more than one month without notifying the Landlord and providing such caretaking or security arrangements for the protection of the Property as the Landlord reasonably requires and the insurers or underwriters require.

1.3 Noxious discharges

The Tenant must not discharge into any of the conduits or the adjoining conduits any noxious or deleterious matter or any substance that might cause an obstruction in or danger or injury to the conduits or the adjoining conduits or be or become a source of obstruction, danger or injury and in the event of any such obstruction, danger or injury the Tenant must forthwith make good any damage to the satisfaction of the Landlord.

1.4 Window cleaning

The Tenant must clean both sides of all windows and window frames in the Property at least once every two months.

1.5 Sound audible outside

The Tenant must not play or use in the Property any musical instrument, audio or other equipment or apparatus that produces sound that may be heard outside the Property if the Landlord reasonably considers such sounds to be undesirable and gives notice to the Tenant to that effect.

2 Ceiling and floor loading

2.1 Heavy items

The Tenant must not bring onto or permit to remain on the Property any safes, machinery, goods or other articles that will or may strain or damage the Property or any part of them.

2.2 Protection of ceilings

The Tenant must not without the consent of the Landlord suspend anything from any ceiling of the Property

2.3 Expert advice

If the Tenant applies for the Landlord's consent under paragraph 2.2 PROTECTION OF CEILINGS the Landlord may consult any engineer or other person in relation to the ceiling loading proposed by the Tenant and the Tenant must repay the fees of the engineer or other person to the Landlord on demand.

3.2 Display of goods outside

The Tenant must not display or deposit anything whatsoever outside the Property for display or sale or for any other purpose

4 Machinery

4.1 Noisy machinery

The Tenant must not install or use in or upon the Property any machinery or apparatus that will cause noise or vibration that can be heard or felt in nearby premises or outside the Property or that may cause damage.

SCHEDULE 3: RENT PROVISIONS

The expression "the Rent Review Trigger" shall occur if the Tenant is no longer trading as a non-profit charity within the meaning of the Charities Act 1993

The expression "the Relevant Review Date" shall mean the date which the Rent Review Trigger occurred and gives rise to a review of the Rent under the provisions of this clause

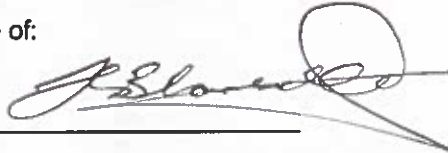
- 1 The Tenant must notify the Landlord of the Rent Review Trigger as soon as the Tenant ceases to be registered as a non profit charitable organisation.
- 2 On receipt of the notice of Rent Review Trigger or on receipt of confirmation that the Rent Review Trigger has occurred. The Landlord shall give notice ("Review Notice") to the Tenant no more than three months before the Review Date
- 3 If the amount of the rent payable from the Review Date ("New Rent") is not agreed within three months after the Review Notice was given it may be referred to the District Valuer
- 4 The New Rent shall be the higher of either the rent payable immediately before the Review Date or the "Market Rent"
- 5 In this clause the "Market Rent" means the rent likely to be paid for the Property in the open market by a willing tenant to a willing landlord on the assumptions that the Property:-
 - 5.1 are let on the same terms as are in this Lease except the amount of rent and any obligations which are to be completed before the Review date, and that all the terms and conditions of this Lease which should have been performed have been performed
 - 5.2 Until the New Rent is agreed or decided the Tenant must continue to pay the rent at the rate applicable immediately before the Review Date
 - 5.3 Any balance of New Rent over the former rent for the period from the Review Date must be paid on the first day of payment of rent after the New Rent is agreed or decided
 - 5.4 If the District Valuer is instructed to settle the New Rent he shall:
 - 5.4.1 Not be an arbitrator but act as an expert
 - 5.4.2 Consider any written representations made to him by either party within thirty days of his appointment (and previously communicated to the other party) and the other party's

comments on such representations delivered to him within forty-five days of his appointment

5.4.3 Not be obliged to hear any oral representations by the parties

5.4.4 Determine what the New Rent shall be from the Review Date and the fees of the District Valuer (if any) shall be shared equally by the Landlord and the Tenant

EXECUTED AS A DEED by
Affixing the Common Seal of
SOUTH KESTEVEN DISTRICT COUNCIL
In the presence of:



Authorised Signatory

Full Name: TRACEY BARLOW
Director



Executed as a deed by GRANTHAM
SENIOR CITIZENS CLUB AND COMMUNITY
CENTRE LIMITED acting by

a director Sandra Bid Michael Bid
in the presence of: 02/06/2017 02/06/2017

SIGNATURE OF WITNESS

NAME E. S. Foxall

ADDRESS 21, THE SLATS MILL
NG31 8FS

OCCUPATION business Advisor

2/06/17