

**SCHEDULE 29**  
**DEED OF SURRENDER**

**SCHEDULE 30**

**NCSEM Lease**

DATED

2025

UNDERLEASE

relating to

PART OF CONCORD SPORTS CENTRE, SHIREGREEN, SHEFFIELD

Between

SLM COMMUNITY LEISURE CHARITABLE TRUST

and

THE SHEFFIELD CITY COUNCIL

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LR1. **Date of lease**

LR2. **Title number(s)**

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

LR2.2 **Other title numbers**

SYK632084

LR3. **Parties to this lease**

**Landlord**

SLM Community Leisure Charitable Trust (30005R) whose registered office is at 2 Watling Drive, Sketchley Meadows, Hinckley, Leicestershire LE10 3EY

**Tenant**

The Sheffield City Council of Town Hall, Pinstone Street, Sheffield, Si 2HH

**Other parties**

Guarantor

None

LR4. **Property**

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

See the definition of "Property" in clause 1.1 of this lease.

LR5. **Prescribed statements etc.**

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

None.

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

None.

LR6. **Term for which the Property is leased**

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

LR7. **Premium**

None.

**LR8. Prohibitions or restrictions on disposing of this lease** This lease contains a provision that prohibits or restricts dispositions.

**LR9. Rights of acquisition etc.**

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

None.

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

None.

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

None.

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

None.

**LR11. Easements**

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

The easements as specified in clause 3 of this lease.

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

The easements as specified in clause 4 of this lease.

**LR12. Estate rentcharge burdening the Property**

None.

**LR13. Application for standard form of restriction**

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

None.

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

THIS LEASE is dated

## **PARTIES**

- (1) **SLM Community Leisure Charitable Trust** (30005R) whose registered office is at 2 Watling Drive, Sketchley Meadows, Hinckley, Leicestershire LE10 3EY (**Landlord**).
- (2) **The Sheffield City Council** of Town Hall, Pinstone Street, Sheffield, S1 2HH (**Tenant**).

## **AGREED TERMS**

### **1. INTERPRETATION**

- 1.1 The following definitions and rules of interpretation apply in this lease.

#### **Definitions:**

**Annual Rent:** rent at the rate of One Peppercorn per annum.

**Break Date:** a date which is at least two months after service of the Break Notice.

**Break Notice:** written notice to terminate this lease specifying the Break Date.

**Building:** Concord Sports Centre, Sheffield registered at the Land Registry under title number SYK632084 shown edged red on Plan 1.

**CDM Regulations:** the Construction (Design and Management) Regulations 2007 (SI 2007/320).

**Common Parts:** the parts of the Building used in common with the Landlord and other tenants and occupiers of the Building.

**Contractual Term:** a term from and including the date of this lease to and including [DATE] *[term of the Head Lease less three days]*.

**Default Interest Rate:** 3 % per annum above the Interest Rate.

**Head Landlord:** the Landlord for the time being of the of the Head Lease.

**Head Lease:** the lease by virtue of which the Head Landlord holds the Property which is dated with today's date and made between (1) Sports and Leisure Management Limited and (2) the Landlord and any documents made supplemental to it.

**Insured Risks:** fire, lightning, explosion, impact, earthquake, storm, tempest, flood, bursting or overflowing of water tanks or pipes, damage to underground water, oil or gas pipes or electricity wires or cables, subsidence, ground slip, heave, riot, civil commotion, strikes, labour or political disturbances, malicious damage, aircraft and aerial devices and articles dropped accidentally from them, and such other risk against which the Landlord may reasonably insure from time to time, and Insured Risk means any one of the Insured Risks.

**Interest Rate:** the base rate from time to time of Barclays Bank plc, or if that base rate stops being used or published then a comparable commercial rate reasonably determined by the Landlord.

**IPT:** Insurance Premium Tax chargeable under the Finance Act 1994 or any similar replacement or additional tax.

**Leisure Agreement:** the agreement (and any agreement made supplemental to or in variation thereof from time to time) entered on today's date between (1) The Sheffield City Council and (2) Sports and Leisure Management Limited relating to the provision of services to leisure centres owned by The Sheffield City Council with ancillary uses as relate to the Property;

**Lifts:** all lifts and lift machinery and equipment in the Building.

**LTA 1927:** Landlord and Tenant Act 1927.

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

**LTCA 1995:** Landlord and Tenant (Covenants) Act 1995.

**NCSEM:** the National Centre for Sport and Exercise Medicine

**NCSEM Services:** has the meaning given to it in the Leisure Agreement

**NIC:** National Insurance Contributions or any similar, replacement or additional contributions.

**Permitted Use:** offices.

**Permitted Hours:** 7.00 a.m. to 10.00 p.m. Mondays to Fridays and 8.00 a.m. to 5.00 p.m. on Saturdays and Sundays.

**Plan 1:** the plan attached to this lease marked "Plan 1".

**Plan 2:** the plan attached to this lease marked "Plan 2".

**Property:** the part of the Building (the floor plans of which are shown edged red on Plan 2) bounded by and including:

- (a) the floorboards or floor screed;
- (b) the interior plasterwork and finishes of the ceilings;
- (c) the interior plasterwork and finishes of exterior walls and columns;
- (d) the plasterwork and finishes of the interior structural walls and columns that adjoin the Common Parts;
- (e) the doors and windows within the interior, structural walls and columns that adjoin the Common Parts and their frames and fittings;
- (f) one half of the thickness of the interior, non-structural walls and columns that adjoin the Common Parts; and
- (g) the doors and windows within the interior walls and columns that adjoin the Common Parts and their frames and fittings;

but excluding:

- (h) the windows in the exterior walls and their frames and fittings;



- (i) the whole of the interior structural walls and columns within that part of the Building other than their plasterwork and other than the doors and windows and their frames and fittings within such walls; and
- (j) all Service Media within that part of the Building which do not exclusively serve that part of the Building.

**Reinstatement Cost:** the full reinstatement cost of the Building, taking into account inflation of building costs and including any costs of demolition, site clearance, site protection, shoring up and any other work to the Building that may be required by law and any VAT on any such costs.

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

**Rights:** The rights granted by the Landlord to the Tenant in clause 3.1.

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

**Superior Landlord:** the landlord for the time being of the Superior Lease.

**Superior Landlord's Covenants:** the obligations in the Superior Lease to be observed by the Superior Landlord.

**Superior Lease:** the lease by virtue of which the Head Landlord holds the Property, which is dated with today's date and made between (1) The Sheffield City Council and (2) Sports and Leisure Management Limited and any documents made supplemental to it.

**Third Party Rights:** all rights, covenants and restrictions affecting the Building including the matters referred to at the date of this lease in the property register and the charges register of title number SYK632084.

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

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

- 1.2 A reference to the Head Lease is a reference to the Head Lease and any deed, licence, consent, approval or other instrument supplemental to it. A reference to the Superior Lease is a reference to the Superior Lease and any deed, licence, consent, approval or other instrument supplemental to it. A reference to this lease, except a reference to the date of this lease or to the grant of the lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.
- 1.3 The Schedules form part of this lease and shall have effect as if set out in full in the body of this lease. Any reference to this lease includes the Schedules.
- 1.4 Unless the context otherwise requires, references to clauses and Schedules are to the clauses and Schedules of this lease and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.5 Clause, Schedule and paragraph headings shall not affect the interpretation of this lease.

- 1.6 A reference to the Superior Landlord includes a reference to the person entitled to the immediate reversion to the Superior Lease. A reference to the Landlord includes a reference to the person entitled to the immediate reversion to this lease. A reference to the Tenant includes a reference to its successors in title and assigns.
- 1.7 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.8 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.9 The expressions landlord covenant and tenant covenant each has the meaning given to it by the LTCA 1995.
- 1.10 Any obligation on the Tenant not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.11 References to the consent of the Landlord are to the consent of the Landlord given in accordance with clause 39.5 and references to the approval of the Landlord are to the approval of the Landlord given in accordance with clause 39.6. References to any consent or approval required from the Landlord shall be construed as also including a requirement to obtain the consent or approval of the Head Landlord and the Superior Landlord, where such consent or approval is required under the terms of the Head Lease and the Superior Lease except that nothing in this lease shall be construed as imposing on the Head Landlord and the Superior Landlord any obligation (or indicating that such an obligation is imposed on the Head Landlord and the Superior Landlord by the terms of the Head Lease and the Superior Lease respectively) not unreasonably to refuse any such consent.
- 1.12 Unless the context otherwise requires, references to the Building, the Common Parts and the Property are to the whole and any part of them or it.
- 1.13 The expression neighbouring property does not include the Building.
- 1.14 A reference to the term is to the Contractual Term.
- 1.15 A reference to the end of the term is to the end of the term however it ends.
- 1.16 Unless the context otherwise requires, 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.
- 1.17 A reference to writing or written includes fax but not e-mail.
- 1.18 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular
- 1.19 A working day is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.20 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.

1.21 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.

1.22 Where there is any inconsistency between the terms of the Leisure Agreement and this Lease the Leisure Agreement shall prevail.

## **2. GRANT**

2.1 The Landlord lets the Property to the Tenant for the Contractual Term.

2.2 The grant is made together with the Rights, excepting and reserving to the Landlord the Reservations, and subject to the Third Party Rights.

2.3 The grant is made with the Tenant paying the following as rent to the Landlord:

- (a) the Annual Rent (if demanded);
- (b) all interest payable under this lease; and
- (c) all other sums due under this lease.

## **3. ANCILLARY RIGHTS**

3.1 The Landlord grants the Tenant the following rights:

- (a) the right to support and protection from the Common Parts to the extent that the Common Parts provide support and protection to the Property at the date of this lease;
- (b) [the right to use external areas of the Common Parts shown hatched [●] on Plan 2 for the purposes of vehicular and pedestrian access to and egress from the interior of the Building and to and from the parts of the Common Parts referred to in clause 3.1(c) to clause 3.1(f);
- (c) the right to park [private cars or motorbikes belonging to the Tenant, its employees and visitors] within the area edged [●] on Plan 2, [subject to available capacity on a first come first served basis];
- (d) [the right to use the area edged [●] on Plan 2 for keeping bicycles belonging to the Tenant, its employees and visitors;]
- (e) [the right to use [●] bins in the area edged [●] on Plan 2;]
- (f) the right to use the Lifts (if any), hallways, corridors, stairways and landings of the Common Parts for the purposes of access to and egress from the Property and the lavatories and washrooms referred to in clause 3.1(g);
- (g) the right to use the lavatories and washrooms within the Building;

- (h) the right to use any Service Media at the Building that belong to the Landlord and serve (but do not form part of) the Property which are in existence at the date of this lease or are installed or constructed during the Contractual Term provided that the exercise of this right shall not conflict with the provisions of the Leisure Agreement;
  - (i) the right to display the name and logo of NCSEM (and any authorised undertenant) on a sign or noticeboard outside the Building in a location approved by the Landlord, in the entrance hall of the Building and on the Common Parts at the entrance to the Property, in each case in a form and manner approved in writing by the Landlord such approval not to be unreasonably withheld or delayed; and
  - (j) the right to enter the Common Parts so far as is reasonably necessary to carry out any works to the Property required or permitted by this lease.
- 3.2 The Rights are granted in common with the Landlord, the Superior Landlord and any other person authorised by the Landlord or the Superior Landlord.
- 3.3 The Rights are granted subject to the Third Party Rights insofar as the Third Party Rights affect the Common Parts and the Tenant shall not do anything that may interfere with any Third Party Right.
- 3.4 The Tenant shall exercise the Rights (other than the Right mentioned in clause 3.1(a)) only in connection with its use of the Property for the Permitted Use and only during the Permitted Hours and in accordance with any regulations made by the Landlord as mentioned in clause 29.1.
- 3.5 The Tenant shall comply with all laws relating to its use of the Common Parts pursuant to the Rights.
- 3.6 In relation to the Rights mentioned in clause 3.1(b) to clause 3.1(h), the Landlord may, at its discretion, change the route of any means of access to or egress from the interior of the Building and may change the area over which any of those Rights are exercised.
- 3.7 In relation to the Rights mentioned in clause 3.1(c) and clause 3.1(f) the Landlord may from time to time designate the spaces or bins (as the case may be) in respect of which the Tenant may exercise that Right.
- 3.8 In exercising the Right mentioned in clause 3.1(j), the Tenant shall:
  - (a) except in case of emergency, give reasonable notice to the Landlord of its intention to exercise that Right;
  - (b) cause as little damage as possible to the Common Parts and to any property belonging to or used by the Landlord;
  - (c) cause as little inconvenience as possible to the Landlord as is reasonably practicable; and
  - (d) promptly make good (to the satisfaction of the Landlord) any damage caused to the Common Parts (or to any property belonging to or used by the Landlord) by reason of the Tenant exercising that Right.

- 3.9 Except as mentioned in this clause 3, neither the grant of this lease nor anything in it confers any right over the Common Parts or any neighbouring property nor is to be taken to show that the Tenant may have any right over the Common Parts or any neighbouring property, and section 62 of the Law of Property Act 1925 does not apply to this lease.

**4. RIGHTS EXCEPTED AND RESERVED**

- 4.1 The following rights are excepted and reserved from this lease to the Landlord for the benefit of the Building:

- (a) rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the term;
- (b) the right to use and to connect into Service Media at, but not forming part of, the Property which are in existence at the date of this lease or which are installed or constructed during the Contractual Term;
- (c) the right to install and construct Service Media at the Property to serve any part of the Building (whether or not such Service Media also serve the Property); and the right to re-route any Service Media mentioned in this clause;
- (d) the right to erect scaffolding at the Property or the Building and attach it to any part of the Property or the Building in connection with any of the Reservations;
- (e) the right to attach any structure, fixture or fitting to the boundary of the Property in connection with any of the Reservations;
- (f) the right to re-route any means of access to or egress from the Property or the Building and to change the areas over which the Rights mentioned in clause 3.1(a) to clause 3.1(e) are exercised; and
- (g) the right to re-route and replace any Service Media

notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them result in a reduction in the flow of light or air to the Property or the Common Parts or loss of amenity for the Property or the Common Parts provided that they do not materially adversely affect the use and enjoyment of the Property for the Permitted Use.

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

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

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

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

4.5 No party exercising any of the Reservations, nor its workers, contractors, agents and professional advisors, shall be liable to the Tenant or to any undertenant or other occupier of or person at the Property for any loss, damage, injury, nuisance or inconvenience arising by reason of its exercising any of the Reservations except for:

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

## **5. THIRD PARTY RIGHTS**

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

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

## **6. THE ANNUAL RENT**

The Tenant shall pay the Annual Rent (if demanded) annually in advance on the anniversary of the date of this lease.

## **7. NCSEM SERVICES**

The Landlord shall provide the NCSEM Services in accordance with the provisions of the Leisure Agreement.

## **8. INSURANCE**

8.1 The Landlord shall effect and maintain insurance of the Building (but excluding any Tenant's and trade fixtures in the Property) in accordance with the provisions of the Leisure Agreement.

8.2 The Tenant shall:

- (a) comply at all times with any requirements or recommendations of the Landlord's insurer that relate to the Property or the use by the Tenant of the Common Parts, where written details of those requirements or recommendations have first been given to the Tenant;
- (b) immediately inform the Landlord if any matter occurs in relation to the Tenant or the Property that any insurer or underwriter may treat as material in deciding whether or on what terms, to insure or continue insuring the Building and shall give the Landlord notice of that matter;

- (c) pay on demand any increase in the insurance premium for the Building or any adjoining property of the landlord which is attributable to the use of the Property or anything done or omitted to be done on the Property by the Tenant or any other occupier of the Property;
  - (d) immediately inform the Landlord if any damage or loss occurs that relates to the Property and shall give the Landlord notice of that damage or loss;
  - (e) pay the Landlord on demand the amount of any excess required by the insurers in connection with that damage or destruction;
  - (f) pay the Landlord on demand an amount equal to any amount which the insurers refuse to pay following damage or destruction by an Insured Risk to any part of the Building or any adjoining property of the Landlord because of any act or omission of the Tenant;
  - (g) pay the Landlord on demand the costs incurred by the Landlord in preparing and settling any insurance claim relating to the Property (or a fair proportion of such costs in relation to the retained parts of the Building as a whole) arising in any case from any insurance taken out by the Landlord; and
  - (h) if requested by the Landlord remove its fixtures and effects from the Property to allow the Landlord to repair or reinstate the Property.
- 8.3 If the Tenant makes any alteration or addition to the Property, the Tenant shall arrange at its own cost, for a current, independent, VAT inclusive valuation of the Reinstatement Cost of the Property, taking into account the alteration or addition, such valuation to be prepared in writing and given to the Landlord within four weeks of the alteration or addition being completed.
- 8.4 In relation to any insurance arranged by the Landlord under this clause, the Tenant shall not do or omit to do anything and shall not permit or suffer anything to be done that may:
- (a) vitiate the insurance contract; or
  - (b) cause any money claimed under the insurance to be withheld; or
  - (c) cause any premium paid for the insurance to be increased or cause any additional premium to be payable, unless previously agreed in writing with the Landlord.
- 8.5 Other than Tenant's and trade fixtures, the Tenant shall not insure the Property against any of the Insured Risks in such a manner as would permit the Landlord's insurer to cancel the Landlord's insurance or to reduce the amount of any money payable to the Landlord in respect of any insurance claim.
- 8.6 Notwithstanding the obligation on the Tenant in clause 8.5, if the Tenant or any person deriving title under or through the Tenant shall at any time be entitled to the benefit of any insurance of the Property, the Tenant shall immediately cause any money paid to the Tenant under that insurance to be applied by the Landlord in making good the loss or damage in respect of which it was paid.
- 8.7 If the Building or any part of it is damaged or destroyed by an Insured Risk, the Landlord shall:
- (a) make a claim under the insurance policy effected in accordance with this clause;

- (b) notify the Tenant immediately if the Landlord's insurer indicates that the Reinstatement Cost will not be recoverable in full under the insurance policy; and
  - (c) subject to clause 8.8, use any insurance money received (other than for loss of rent) and any money received from the Tenant under clause 8.6 to repair the damage in respect of which the money was received or (as the case may be) to rebuild the Building.
- 8.8 The Landlord shall not be obliged under clause 8.7 to repair or reinstate the Building or any part of it:
  - (a) unless and until the Landlord has obtained any necessary planning and other consents for the repairs and reinstatement work; or
  - (b) so as to provide premises or facilities identical in size, quality and layout to those previously at the Building so long as the premises and facilities provided are reasonably equivalent.]

## **9. RATES AND TAXES**

- 9.1 The Tenant shall pay all present and future rates, taxes and other impositions and outgoings payable in respect of the Property, its use and any works carried out there, except:
  - (a) business rates which shall be borne by the Landlord for the whole of the Building; or
  - (b) any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; or
  - (c) any taxes payable by the Superior Landlord in connection with any dealing with or disposition of the reversion to the Superior Lease or any taxes payable by the Head Landlord in connection with any dealing with or disposition of the reversion to the Head Lease; or
  - (d) any taxes, other than VAT and IPT, payable by the Landlord by reason of the receipt of any of the rents due under this lease.
- 9.2 If any such rates, taxes or other impositions and outgoings are payable in respect of the Property together with other land (including any other part of the Building) the Tenant shall pay a fair proportion of the total.

## **10. UTILITIES**

- 10.1 The Tenant shall pay promptly all costs in connection with the supply and removal of electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the Property including any reasonable administrative charge made by the Landlord for calculating such costs, where they are not billed by the relevant utility supplier directly to the Tenant.
- 10.2 Where any of the costs referred to in clause 10.1 are billed to the Tenant by the Landlord, rather than directly by the relevant utility supplier, the Landlord shall apportion such costs fairly, based on the Tenant's actual usage of that supply.



10.3 Any demand by the Landlord for payment of any costs referred to in clause 10.1 shall be accompanied by a written explanation of the calculation of such costs.

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

**11. VAT**

11.1 All sums payable by the Tenant are exclusive of any VAT that may be chargeable. The Tenant shall pay VAT in respect of all taxable supplies made to it in connection with this lease on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.

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

**12. DEFAULT INTEREST AND INTEREST**

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

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

**13. COSTS**

13.1 The Tenant shall pay the costs and expenses of the Landlord and those of the Superior Landlord including any solicitors' or other professionals' costs and expenses (incurred both during and after the end of the term) in connection with or in contemplation of any of the following:

- (a) the enforcement of the tenant covenants of this lease;
  - (b) serving any notice in connection with this lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of those sections, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court;
  - (c) serving any notice in connection with this lease under section 17 of the LTCA 1995;
  - (d) the preparation and service of a schedule of dilapidations in connection with this lease;
- or

- (e) any consent or approval applied for under:
  - (i) this lease, whether or not it is granted (unless the consent or approval is unreasonably withheld by the Landlord in circumstances where the Landlord is not unreasonably to withhold it); and
  - (ii) the Superior Lease, where the consent of the Superior Landlord is required under this Lease, whether or not it is granted.
- 13.2 Where the Tenant is obliged to pay or indemnify the Landlord against any solicitors' or other professionals' costs and expenses (whether under this or any other clause of this lease) that obligation extends to those costs and expenses assessed on a full indemnity basis.
- 14. **SET-OFF**

All amounts due under this lease shall be paid by the Tenant in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 15. **REGISTRATION OF THIS LEASE**
  - 15.1 Promptly following the grant of this lease, the Tenant shall apply to register this lease at HM Land Registry. The Tenant shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly. Within one month after completion of the registration, the Tenant shall send the Landlord official copies of its title.
  - 15.2 The Tenant shall not:
    - (a) apply to HM Land Registry to designate this lease as an exempt information document;
    - (b) object to an application by the Landlord to HM Land Registry to designate this lease as an exempt information document; or
    - (c) apply for an official copy of any exempt information document version of this lease.
- 16. **PROHIBITION OF DEALINGS**

Except as expressly permitted by this lease, the Tenant shall not assign, underlet, charge, part with or share possession or share occupation of this lease or the Property or hold the lease on trust for any person (except pending registration of a dealing permitted by this lease at HM Land Registry or by reason only of joint legal ownership).
- 17. **ASSIGNMENTS**

The Tenant shall not assign the whole or any part of this lease.
- 18. **UNDERLETTINGS**
  - 18.1 The Tenant shall not underlet the whole or any part of the Property except in accordance with this clause.
  - 18.2 The Tenant may underlet the whole or part of the Property but only to NCSEM.

- 18.3 The Tenant shall not underlet the Property together with any property or any right over property that is not included within this lease.
- 18.4 The Tenant shall not underlet the Property unless, before the underlease is granted, the Tenant has given the Landlord:
- (a) a certified copy of the notice served on the undertenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy to be created by the underlease; and
  - (b) a certified copy of the declaration or statutory declaration made by the undertenant in accordance with the requirements of section 38A(3)(b) of the LTA 1954.
- 18.5 Any underletting by the Tenant shall be by deed and shall include:
- (a) an agreement between the Tenant and the undertenant that the provisions of sections 24 to 28 of the LTA 1954 are excluded from applying to the tenancy created by the underlease;
  - (b) a covenant by the undertenant, enforceable by and expressed to be enforceable by the Landlord (as superior landlord at the date of grant) and its successors in title in their own right, to observe and perform the tenant covenants in the underlease and any document that is supplemental or collateral to it;
  - (c) provisions requiring the consent of the Landlord to be obtained in respect of any matter for which the consent of the Landlord is required under this lease; and
  - (d) an obligation on the undertenant not to deal with or dispose of its interest in the underlease (including by way of declaration of trust) or part with or share possession of the whole or part of that interest or permit any other person to occupy the Property,
- and shall otherwise be on terms consistent with the Tenant being able to observe and perform its obligations in this lease and shall not conflict with the terms of this lease.
- 18.6 In relation to any underlease granted by the Tenant, the Tenant shall:
- (a) not vary the terms of the underlease without the consent of the Landlord, such consent not to be unreasonably withheld;
  - (b) enforce the tenant covenants in the underlease and not waive any of them; and
  - (c) not grant any underlease for a term which will expire by effluxion of time later than three clear days before that date the Contractual Term granted by this deed will expire by effluxion of time.

19. **SHARING OCCUPATION**

The Tenant may share occupation of the Property with another public sector body or with a charity or other not for profit organisation provided that no relationship of landlord and tenant is established by the arrangement.

20. **CHARGING**

The Tenant shall not charge or agree to charge the whole or any part of the Property.

21. **REGISTRATION AND NOTIFICATION OF DEALINGS AND OCCUPATION**

21.1 In this clause a Transaction is:

- (a) any dealing with this lease or the devolution or transmission of, or parting with possession of any interest in it; or
- (b) the creation of any underlease or other interest out of this lease, or out of any interest, underlease derived from it, and any dealing, devolution or transmission of, or parting with possession of any such interest or underlease; or
- (c) the making of any other arrangement for the occupation of the Property.

21.2 In respect of every Transaction that is registrable at HM Land Registry, the Tenant shall promptly following completion of the Transaction apply to register it (or procure that the relevant person so applies). The Tenant shall (or shall procure that) any requisitions raised by HM Land Registry in connection with an application to register a Transaction are dealt with promptly and properly. Within one month of completion of the registration, the Tenant shall send the Landlord official copies of its title (and where applicable of the undertenant's title).

21.3 No later than one month after a Transaction the Tenant shall give the Landlord's solicitors notice of the Transaction.

21.4 If the Landlord so requests, the Tenant shall promptly supply the Landlord with full details of the occupiers of the Property and the terms upon which they occupy it.

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

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

23. **REPAIRS**

23.1 The Tenant shall keep the Property clean and tidy and in good repair and shall ensure that any Service Media within and exclusively serving the Property are kept in reasonable working order.

23.2 The Tenant shall not be liable to repair the Property to the extent that any disrepair has been caused by an Insured Risk, unless and to the extent that:

- (a) the Landlord's insurance has been vitiated or any insurance proceeds withheld in consequence of any act or omission of the Tenant, any person deriving title under the Tenant or any person at the Property or on the Common Parts with the actual or implied authority of the Tenant or any person deriving title under the Tenant; or
- (b) the insurance cover in relation to that disrepair is excluded, limited or unavailable.

24. **DECORATION**

- 24.1 The Tenant shall decorate the Property as often as is reasonably necessary and also in the last three months before the end of the term.
- 24.2 All decoration shall be carried out in a good and proper manner using good quality materials that are appropriate to the Property and the Permitted Use and shall include all appropriate preparatory work.
- 24.3 All decoration carried out in the last three months of the term shall also be carried out to the satisfaction of the Landlord and using materials, designs and colours approved by the Landlord.

25. **ALTERATIONS AND SIGNS**

- 25.1 The Tenant shall not make any alteration to the Property without the consent of the Landlord, and of the Head Landlord and the Superior Landlord.
- 25.2 The Tenant shall not install nor alter the route of any Service Media at the Property, nor do anything that may affect the Service Media, without the consent of the Landlord.
- 25.3 The Tenant shall not attach any sign, fascia, placard, board, poster or advertisement to the Property so as to be seen from the outside of the Building other than such signs as are authorised pursuant to sub-clause 3.1 (i).
- 25.4 Where the consent of the Landlord is required under this clause, the Landlord shall use reasonable endeavours to determine the Tenant's application for consent within 15 working days of receiving all the information that the Landlord reasonably considers necessary to allow the Landlord to determine the application.

26. **RETURNING THE PROPERTY TO THE LANDLORD**

- 26.1 At the end of the term the Tenant shall return the Property with vacant possession to the Landlord in the repair and condition required by this lease.
- 26.2 If the Landlord reasonably so requires and gives the Tenant notice no later than six months before the end of the term, the Tenant shall remove items it has fixed to the Property, remove any alterations it has made to the Property and make good any damage caused to the Property by that removal.
- 26.3 At the end of the term, the Tenant shall remove from the Property all chattels belonging to or used by it.
- 26.4 The Tenant irrevocably appoints the Landlord and the Superior Landlord to be the Tenant's agent to store or dispose of any chattels or items it has fixed to the Property and which have been left by the Tenant on the Property for more than ten working days after the end of the term. Neither the Landlord or the Superior Landlord shall be liable to the Tenant by reason of that storage or disposal. The Tenant shall indemnify the Landlord or the Superior Landlord in respect of any claim made by a third party in relation to that storage or disposal.

27. **USE**

- 27.1 The Tenant shall not use the Property for any purpose other than the Permitted Use.

- 27.2 The Tenant shall not use the Property outside the Permitted Hours without the approval of the Landlord.
- 27.3 If the Landlord gives its approval to the Tenant using the Property outside the Permitted Hours, the Tenant shall observe all reasonable and proper regulations that the Landlord makes relating to that use and shall pay the Landlord all costs incurred by the Landlord in connection with that use, including the whole of the cost of any Services provided by the Landlord attributable to the use by the Tenant of the Property outside the Permitted Hours.
- 27.4 The Tenant shall not use the Property for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Landlord or the Superior Landlord or the Head Landlord or any owner or occupier of neighbouring property.
- 27.5 The Tenant shall not overload any structural part of the Building nor any Service Media at or serving the Property.

**28. MANAGEMENT OF THE BUILDING**

- 28.1 The Tenant shall observe all reasonable and proper regulations made by the Landlord from time to time in accordance with the principles of good estate management and notified to the Tenant relating to:

- (a) the use of the Common Parts; and
- (b) the management of the Building.

**29. COMPLIANCE WITH LAWS**

- 29.1 The Tenant shall comply with all laws relating to:

- (a) the Property and the occupation and use of the Property by the Tenant;
- (b) the use or operation of all Service Media and machinery and equipment at or serving the Property;
- (c) any works carried out at the Property; and
- (d) all materials kept at or disposed from the Property.

- 29.2 Without prejudice to any obligation on the Tenant to obtain any consent or approval under this lease, the Tenant shall carry out all works that are required under any law to be carried out at the Property whether by the owner or the occupier.

- 29.3 Within five working days after receipt of any notice or other communication affecting the Property or the Building (and whether or not served pursuant to any law) the Tenant shall:

- (a) send a copy of the relevant document to the Landlord and the Superior Landlord; and
- (b) in so far as it relates to the Property, take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may require.

- 29.4 The Tenant shall not apply for any planning permission for the Property.

- 29.5 The Tenant shall comply with its obligations under the CDM Regulations, including all requirements in relation to the provision and maintenance of a health and safety file.
- 29.6 The Tenant shall supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations.
- 29.7 As soon as the Tenant becomes aware of any defect in the Property, it shall give the Landlord notice of it. The Tenant shall indemnify the Landlord against any liability under the Defective Premises Act 1972 in relation to the Property by reason of any failure of the Tenant to comply with any of the tenant covenants in this lease.
- 29.8 The Tenant shall keep the Property equipped with all fire prevention, detection and fighting machinery and equipment and fire alarms which are required under all relevant laws or required by the insurers of the Property or reasonably recommended by them or reasonably required by the Landlord or the Superior Landlord or the Head Landlord and shall keep that machinery, equipment and alarms properly maintained and available for inspection.

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

- 30.1 The Tenant shall not grant any right or licence over the Property to a third party.
- 30.2 If a third party makes or attempts to make any encroachment over the Property or takes any action by which a right may be acquired over the Property, the Tenant shall:
- (a) immediately inform the Landlord and shall give the Landlord notice of that encroachment or action; and
  - (b) take all steps (including any proceedings) the Landlord reasonably requires to prevent or license the continuation of that encroachment or action.
- 30.3 The Tenant shall not obstruct the flow of light or air to the Property or any other part of the Building nor obstruct any means of access to the Property or any other part of the Building.
- 30.4 The Tenant shall not make any acknowledgement that the flow of light or air to the Property or any other part of the Building or that the means of access to the Property or any other part of the Building is enjoyed with the consent of any third party.
- 30.5 If any person takes or threatens to take any action to obstruct the flow of light or air to the Property or obstruct the means of access to the Property, the Tenant shall:
- (a) immediately inform the Landlord and shall give the Landlord notice of that action; and
  - (b) take all steps (including proceedings) the Landlord reasonably requires to prevent or secure the removal of the obstruction.

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

- 31.1 The Landlord and the Superior Landlord and the Head Landlord may enter the Property to inspect its condition and state of repair and may give the Tenant a notice of any breach of any of the tenant covenants in this lease relating to the condition or repair of the Property.

- 31.2 If the Tenant has not begun any works needed to remedy that breach within two months following that notice (or if works are required as a matter of emergency, then immediately) or if the Tenant is not carrying out the works with all due speed, then the Landlord may enter the Property and carry out the works needed.
- 31.3 The costs incurred by the Landlord in carrying out any works pursuant to this clause (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand.
- 31.4 Any action taken by the Landlord pursuant to this clause shall be without prejudice to the Landlord's other rights, including those under clause 37.
- 31.5 Not less than six months before the end of the term, the Landlord shall serve a schedule of dilapidations on the Tenant and shall notify the Tenant of any other dilapidations that occur after the schedule of dilapidations has been served as soon as possible.

**32. INDEMNITY**

The Tenant shall keep the Landlord indemnified against all liabilities, expenses, costs (including but not limited to any solicitors' or other professionals' costs and expenses), claims, damages and losses (including but not limited to any diminution in the value of the Landlord's interest in the Building and loss of amenity of the Building) suffered or incurred by the Landlord arising out of or in connection with any breach of any tenant covenants in this lease, or any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person on the Property or the Common Parts with the actual or implied authority of any of them.

**33. COVENANT TO COMPLY WITH COVENANTS IN THE SUPERIOR LEASE**

- 33.1 The Tenant shall observe and perform the tenant covenants in the Superior Lease.

**34. COVENANT WITH THE SUPERIOR LANDLORD**

The Tenant covenants with the Superior Landlord and its successors in title in their own right to observe and perform:

- (a) the tenant covenants in this lease and any document that is collateral to it; and
- (b) the tenant covenants in the Superior Lease and the Head Lease.

**35. LANDLORD'S COVENANTS**

- 35.1 The Landlord covenants with the Tenant, that, so long as the Tenant pays the rents reserved by and complies with its obligations in this lease, the Tenant shall have quiet enjoyment of the Property without any interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this lease.
- 35.2 The Landlord shall use reasonable endeavours to procure that the Superior Landlord complies with the Superior Landlord's Covenants during such period as the Superior Lease subsists.
- 35.3 If the Superior Lease is surrendered, the Landlord shall from the date of the surrender perform or procure the performance of obligations equivalent to the Superior Landlord's Covenants immediately prior to the surrender of the Superior Lease.



**36. RE-ENTRY AND FORFEITURE**

- 36.1 The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any material breach of any tenant covenant in this lease;
- 36.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause, this lease shall immediately end, but without prejudice to any right or remedy of either party in respect of any breach of covenant by the other.

**37. JOINT AND SEVERAL LIABILITY**

- 37.1 Where the Tenant comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Tenant arising under this lease. The Landlord may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.
- 37.2 The obligations of the Tenant arising by virtue of this lease are owed to the Landlord and the obligations of the Landlord are owed to the Tenant.
- 37.3 The Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this lease, unless the Landlord knows it has failed to perform the covenant, or reasonably should know this, and has not remedied that failure within a reasonable time.

**38. NOTICES, CONSENTS AND APPROVALS**

- 38.1 Except where this lease specifically states that a notice need not be in writing, any notice given under or in connection with this lease shall be:
- (a) in writing and for the purposes of this clause an e-mail is not in writing; and
  - (b) given:
    - (i) by hand or pre-paid first-class post or other next working day delivery service at the party's registered office address (if the party is a company) or (in any other case) at the party's principal place of business; or
    - (ii) by fax to the party's main fax number.
- 38.2 If a notice complies with the criteria in clause 39.1, whether or not this lease requires that notice to be in writing, it shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the proper address;
  - (b) if sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting; or
  - (c) if sent by fax, at 9.00am on the next working day after transmission.
- 38.3 This clause does not apply to the service of any proceedings or other documents in any legal action, or where applicable, any arbitration or other method of dispute resolution.
- 38.4 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this lease.

38.5 Where the consent of the Landlord is required under this lease, a consent shall only be valid if it is given by deed, unless:

- (a) it is given in writing and signed by the Landlord or a person duly authorised on its behalf; and
- (b) it expressly states that the Landlord waives the requirement for a deed in that particular case.

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

38.6 Where the approval of the Landlord is required under this lease, an approval shall only be valid if it is in writing and signed by or on behalf of the Landlord, unless:

- (a) the approval is being given in a case of emergency; or
- (b) this lease expressly states that the approval need not be in writing.

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

38.8 Where the consent of the Superior Landlord is required under this lease, a consent shall only be valid if it would be valid as a consent given under the Superior Lease. Where the approval of the Superior Landlord is required under this lease, an approval shall only be valid if it would be valid as an approval given under the Superior Lease.

38.9 Where the Tenant requires the consent or approval of the Superior Landlord to any act or omission then, subject to the provisions of clause 1.11 the Landlord shall at the cost of the Tenant use all reasonable endeavours to obtain that consent or approval.

#### 39. **GOVERNING LAW**

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

#### 40. **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 agreement or its subject matter or formation (including non-contractual disputes or claims).

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

41.1 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 LTA 1954, applying to the tenancy created by this lease; and
- (b) whom the Tenant confirms was duly authorised by the Tenant to do so on its behalf made a statutory declaration dated in

accordance with the requirements of section 38A(3)(b) of the LTA 1954 a certified copy of which statutory declaration is annexed to this lease;

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

42. **TENANT'S BREAK CLAUSE**

42.1 The Tenant may terminate this lease by serving a Break Notice on the Landlord.

42.2 Following service of a Break Notice this lease shall terminate on the Break Date.

42.3 Termination of this lease on the Break Date shall not affect any other right or remedy that either party may have in relation to any earlier breach of this lease.

43. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

Save for the Superior Landlord any person who is not a party to this lease shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this lease. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

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

**EXECUTED** as a deed by Places For People  
Leisure Limited acting by a Director in the presence of:

.....  
Director

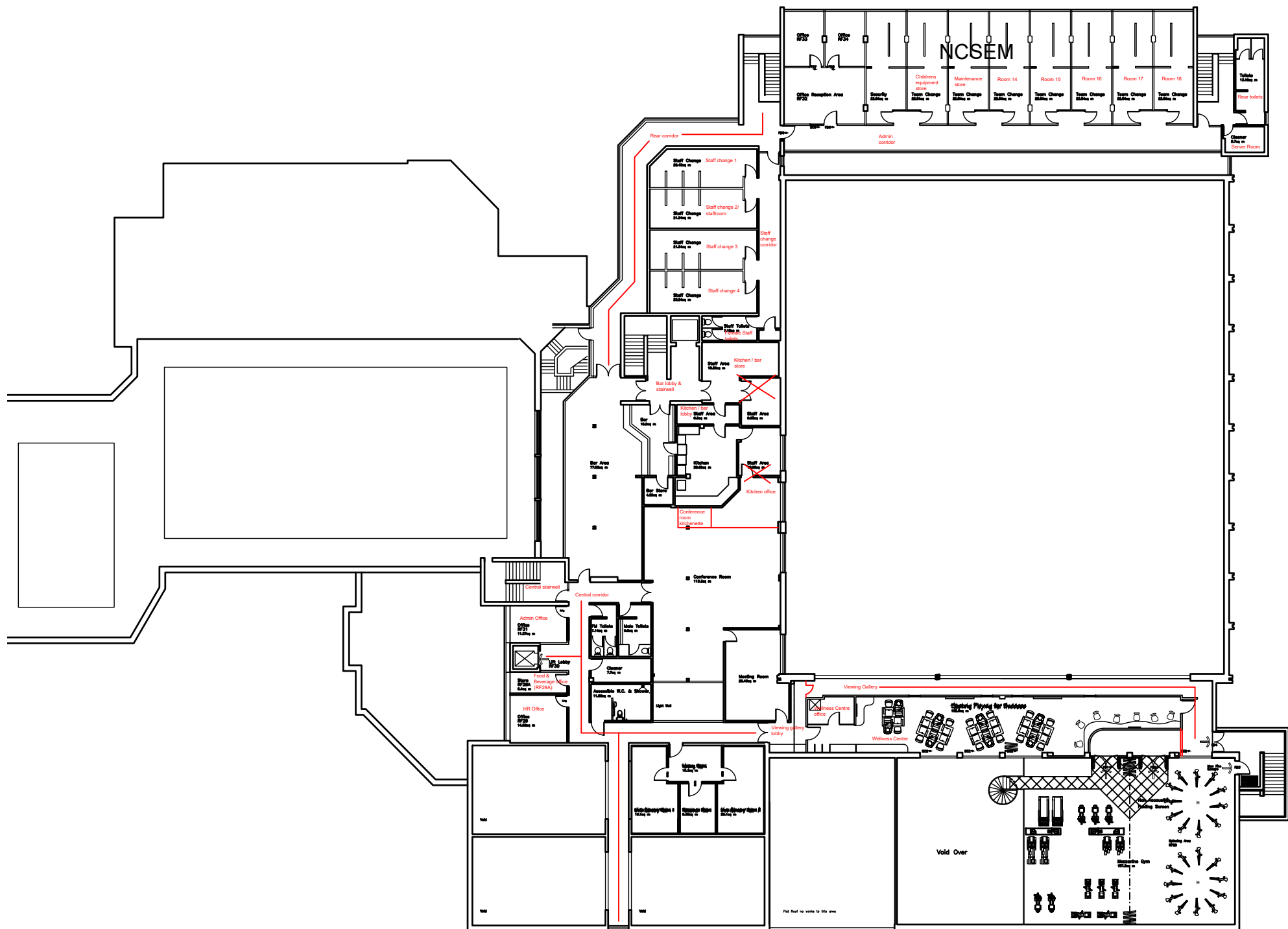
.....  
Name (in BLOCK CAPITALS)

Signature of witness.....  
Name (in BLOCK CAPITALS)

.....  
Address.....  
.....  
.....

EXECUTED as a Deed by  
the affixing of The Common  
Seal of The Sheffield City  
Council in the presence of:-

Authorised Signatory



DATED

2025

UNDERLEASE

relating to

PART OF GRAVES TENNIS & LEISURE CENTRE, BOCHUM PARKWAY, SHEFFIELD, S8 8JR

Between

SLM COMMUNITY LEISURE CHARITABLE TRUST

and

THE SHEFFIELD CITY COUNCIL

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LR1. **Date of lease**

LR2. **Title number(s)**

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

LR2.2 **Other title numbers**

SYK624229

LR3. **Parties to this lease**

**Landlord**

SLM Community Leisure Charitable Trust (30005R) whose registered office is at 2 Watling Drive, Sketchley Meadows, Hinckley, Leicestershire LE10 3EY

**Tenant**

The Sheffield City Council of Town Hall, Pinstone Street, Sheffield, Si 2HH

**Other parties**

Guarantor

None

LR4. **Property**

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

See the definition of "Property" in clause 1.1 of this lease.

LR5. **Prescribed statements etc.**

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

None.

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

None.

LR6. **Term for which the Property is leased**

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

LR7. **Premium**

None.



**LR8. Prohibitions or restrictions on disposing of this lease** This lease contains a provision that prohibits or restricts dispositions.

**LR9. Rights of acquisition etc.**

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

None.

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

None.

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

None.

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

None.

**LR11. Easements**

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

The easements as specified in clause 3 of this lease.

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

The easements as specified in clause 4 of this lease.

**LR12. Estate rentcharge burdening the Property**

None.

**LR13. Application for standard form of restriction**

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

None.

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

THIS LEASE is dated

## **PARTIES**

- (1) **SLM Community Leisure Charitable Trust** (30005R) whose registered office is at 2 Watling Drive, Sketchley Meadows, Hinckley, Leicestershire LE10 3EY (**Landlord**).
- (2) **The Sheffield City Council** of Town Hall, Pinstone Street, Sheffield, S1 2HH (**Tenant**).

## **AGREED TERMS**

### **1. INTERPRETATION**

- 1.1 The following definitions and rules of interpretation apply in this lease.

#### **Definitions:**

**Annual Rent:** rent at the rate of One Peppercorn per annum.

**Break Date:** a date which is at least two months after service of the Break Notice.

**Break Notice:** written notice to terminate this lease specifying the Break Date.

**Building:** Graves Tennis & Leisure Centre, Bochum Parkway, Sheffield, S8 8JR registered at the Land Registry under title number SYK624229 shown edged red on Plan 1.

**CDM Regulations:** the Construction (Design and Management) Regulations 2007 (SI 2007/320).

**Common Parts:** the parts of the Building used in common with the Landlord and other tenants and occupiers of the Building.

**Contractual Term:** a term from and including the date of this lease to and including [DATE] *[term of the Head Lease less three days]*.

**Default Interest Rate:** 3 % per annum above the Interest Rate.

**Head Landlord:** the Landlord for the time being of the of the Head Lease.

**Head Lease:** the lease by virtue of which the Head Landlord holds the Property which is dated with today's date and made between (1) Sports and Leisure Management Limited and (2) the Landlord and any documents made supplemental to it.

**Insured Risks:** fire, lightning, explosion, impact, earthquake, storm, tempest, flood, bursting or overflowing of water tanks or pipes, damage to underground water, oil or gas pipes or electricity wires or cables, subsidence, ground slip, heave, riot, civil commotion, strikes, labour or political disturbances, malicious damage, aircraft and aerial devices and articles dropped accidentally from them, and such other risk against which the Landlord may reasonably insure from time to time, and Insured Risk means any one of the Insured Risks.

**Interest Rate:** the base rate from time to time of Barclays Bank plc, or if that base rate stops being used or published then a comparable commercial rate reasonably determined by the Landlord.

**IPT:** Insurance Premium Tax chargeable under the Finance Act 1994 or any similar replacement or additional tax.

**Leisure Agreement:** the agreement (and any agreement made supplemental to or in variation thereof from time to time) entered on today's date between (1) The Sheffield City Council and (2) Sports and Leisure Management Limited relating to the provision of services to leisure centres owned by The Sheffield City Council with ancillary uses as relate to the Property;

**Lifts:** all lifts and lift machinery and equipment in the Building.

**LTA 1927:** Landlord and Tenant Act 1927.

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

**LTCA 1995:** Landlord and Tenant (Covenants) Act 1995.

**NCSEM:** the National Centre for Sport and Exercise Medicine

**NCSEM Services:** has the meaning given to it in the Leisure Agreement

**NIC:** National Insurance Contributions or any similar, replacement or additional contributions.

**Permitted Use:** offices.

**Permitted Hours:** 7.00 a.m. to 10.00 p.m. Mondays to Fridays and 8.00 a.m. to 5.00 p.m. on Saturdays and Sundays.

**Plan 1:** the plan attached to this lease marked "Plan 1".

**Plan 2:** the plan attached to this lease marked "Plan 2".

**Property:** the part of the Building (the floor plans of which are shown edged red on Plan 2) bounded by and including:

- (a) the floorboards or floor screed;
- (b) the interior plasterwork and finishes of the ceilings;
- (c) the interior plasterwork and finishes of exterior walls and columns;
- (d) the plasterwork and finishes of the interior structural walls and columns that adjoin the Common Parts;
- (e) the doors and windows within the interior, structural walls and columns that adjoin the Common Parts and their frames and fittings;
- (f) one half of the thickness of the interior, non-structural walls and columns that adjoin the Common Parts; and
- (g) the doors and windows within the interior walls and columns that adjoin the Common Parts and their frames and fittings;

but excluding:

- (h) the windows in the exterior walls and their frames and fittings;

- (i) the whole of the interior structural walls and columns within that part of the Building other than their plasterwork and other than the doors and windows and their frames and fittings within such walls; and
- (j) all Service Media within that part of the Building which do not exclusively serve that part of the Building.

**Reinstatement Cost:** the full reinstatement cost of the Building, taking into account inflation of building costs and including any costs of demolition, site clearance, site protection, shoring up and any other work to the Building that may be required by law and any VAT on any such costs.

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

**Rights:** The rights granted by the Landlord to the Tenant in clause 3.1.

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

**Superior Landlord:** the landlord for the time being of the Superior Lease.

**Superior Landlord's Covenants:** the obligations in the Superior Lease to be observed by the Superior Landlord.

**Superior Lease:** the lease by virtue of which the Head Landlord holds the Property, which is dated with today's date and made between (1) The Sheffield City Council and (2) Sports and Leisure Management Limited and any documents made supplemental to it.

**Third Party Rights:** all rights, covenants and restrictions affecting the Building including the matters referred to at the date of this lease in the property register and the charges register of title number SYK624229.

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

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

- 1.2 A reference to the Head Lease is a reference to the Head Lease and any deed, licence, consent, approval or other instrument supplemental to it. A reference to the Superior Lease is a reference to the Superior Lease and any deed, licence, consent, approval or other instrument supplemental to it. A reference to this lease, except a reference to the date of this lease or to the grant of the lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.
- 1.3 The Schedules form part of this lease and shall have effect as if set out in full in the body of this lease. Any reference to this lease includes the Schedules.
- 1.4 Unless the context otherwise requires, references to clauses and Schedules are to the clauses and Schedules of this lease and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.5 Clause, Schedule and paragraph headings shall not affect the interpretation of this lease.

- 1.6 A reference to the Superior Landlord includes a reference to the person entitled to the immediate reversion to the Superior Lease. A reference to the Landlord includes a reference to the person entitled to the immediate reversion to this lease. A reference to the Tenant includes a reference to its successors in title and assigns.
- 1.7 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.8 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.9 The expressions landlord covenant and tenant covenant each has the meaning given to it by the LTCA 1995.
- 1.10 Any obligation on the Tenant not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.11 References to the consent of the Landlord are to the consent of the Landlord given in accordance with clause 39.5 and references to the approval of the Landlord are to the approval of the Landlord given in accordance with clause 39.6. References to any consent or approval required from the Landlord shall be construed as also including a requirement to obtain the consent or approval of the Head Landlord and the Superior Landlord, where such consent or approval is required under the terms of the Head Lease and the Superior Lease except that nothing in this lease shall be construed as imposing on the Head Landlord and the Superior Landlord any obligation (or indicating that such an obligation is imposed on the Head Landlord and the Superior Landlord by the terms of the Head Lease and the Superior Lease respectively) not unreasonably to refuse any such consent.
- 1.12 Unless the context otherwise requires, references to the Building, the Common Parts and the Property are to the whole and any part of them or it.
- 1.13 The expression neighbouring property does not include the Building.
- 1.14 A reference to the term is to the Contractual Term.
- 1.15 A reference to the end of the term is to the end of the term however it ends.
- 1.16 Unless the context otherwise requires, 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.
- 1.17 A reference to writing or written includes fax but not e-mail.
- 1.18 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular
- 1.19 A working day is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.20 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.

1.21 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.

1.22 Where there is any inconsistency between the terms of the Leisure Agreement and this Lease the Leisure Agreement shall prevail.

## **2. GRANT**

2.1 The Landlord lets the Property to the Tenant for the Contractual Term.

2.2 The grant is made together with the Rights, excepting and reserving to the Landlord the Reservations, and subject to the Third Party Rights.

2.3 The grant is made with the Tenant paying the following as rent to the Landlord:

- (a) the Annual Rent (if demanded);
- (b) all interest payable under this lease; and
- (c) all other sums due under this lease.

## **3. ANCILLARY RIGHTS**

3.1 The Landlord grants the Tenant the following rights:

- (a) the right to support and protection from the Common Parts to the extent that the Common Parts provide support and protection to the Property at the date of this lease;
- (b) [the right to use external areas of the Common Parts shown hatched [●] on Plan 2 for the purposes of vehicular and pedestrian access to and egress from the interior of the Building and to and from the parts of the Common Parts referred to in clause 3.1(c) to clause 3.1(f);
- (c) the right to park [private cars or motorbikes belonging to the Tenant, its employees and visitors] within the area edged [●] on Plan 2, [subject to available capacity on a first come first served basis];
- (d) [the right to use the area edged [●] on Plan 2 for keeping bicycles belonging to the Tenant, its employees and visitors;]
- (e) [the right to use [●] bins in the area edged [●] on Plan 2;]
- (f) the right to use the Lifts (if any), hallways, corridors, stairways and landings of the Common Parts for the purposes of access to and egress from the Property and the lavatories and washrooms referred to in clause 3.1(g);
- (g) the right to use the lavatories and washrooms within the Building;

- (h) the right to use any Service Media at the Building that belong to the Landlord and serve (but do not form part of) the Property which are in existence at the date of this lease or are installed or constructed during the Contractual Term provided that the exercise of this right shall not conflict with the provisions of the Leisure Agreement;
  - (i) the right to display the name and logo of NCSEM (and any authorised undertenant) on a sign or noticeboard outside the Building in a location approved by the Landlord, in the entrance hall of the Building and on the Common Parts at the entrance to the Property, in each case in a form and manner approved in writing by the Landlord such approval not to be unreasonably withheld or delayed; and
  - (j) the right to enter the Common Parts so far as is reasonably necessary to carry out any works to the Property required or permitted by this lease.
- 3.2 The Rights are granted in common with the Landlord, the Superior Landlord and any other person authorised by the Landlord or the Superior Landlord.
- 3.3 The Rights are granted subject to the Third Party Rights insofar as the Third Party Rights affect the Common Parts and the Tenant shall not do anything that may interfere with any Third Party Right.
- 3.4 The Tenant shall exercise the Rights (other than the Right mentioned in clause 3.1(a)) only in connection with its use of the Property for the Permitted Use and only during the Permitted Hours and in accordance with any regulations made by the Landlord as mentioned in clause 29.1.
- 3.5 The Tenant shall comply with all laws relating to its use of the Common Parts pursuant to the Rights.
- 3.6 In relation to the Rights mentioned in clause 3.1(b) to clause 3.1(h), the Landlord may, at its discretion, change the route of any means of access to or egress from the interior of the Building and may change the area over which any of those Rights are exercised.
- 3.7 In relation to the Rights mentioned in clause 3.1(c) and clause 3.1(f) the Landlord may from time to time designate the spaces or bins (as the case may be) in respect of which the Tenant may exercise that Right.
- 3.8 In exercising the Right mentioned in clause 3.1(j), the Tenant shall:
  - (a) except in case of emergency, give reasonable notice to the Landlord of its intention to exercise that Right;
  - (b) cause as little damage as possible to the Common Parts and to any property belonging to or used by the Landlord;
  - (c) cause as little inconvenience as possible to the Landlord as is reasonably practicable; and
  - (d) promptly make good (to the satisfaction of the Landlord) any damage caused to the Common Parts (or to any property belonging to or used by the Landlord) by reason of the Tenant exercising that Right.

- 3.9 Except as mentioned in this clause 3, neither the grant of this lease nor anything in it confers any right over the Common Parts or any neighbouring property nor is to be taken to show that the Tenant may have any right over the Common Parts or any neighbouring property, and section 62 of the Law of Property Act 1925 does not apply to this lease.

**4. RIGHTS EXCEPTED AND RESERVED**

- 4.1 The following rights are excepted and reserved from this lease to the Landlord for the benefit of the Building:

- (a) rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the term;
- (b) the right to use and to connect into Service Media at, but not forming part of, the Property which are in existence at the date of this lease or which are installed or constructed during the Contractual Term;
- (c) the right to install and construct Service Media at the Property to serve any part of the Building (whether or not such Service Media also serve the Property); and the right to re-route any Service Media mentioned in this clause;
- (d) the right to erect scaffolding at the Property or the Building and attach it to any part of the Property or the Building in connection with any of the Reservations;
- (e) the right to attach any structure, fixture or fitting to the boundary of the Property in connection with any of the Reservations;
- (f) the right to re-route any means of access to or egress from the Property or the Building and to change the areas over which the Rights mentioned in clause 3.1(a) to clause 3.1(e) are exercised; and
- (g) the right to re-route and replace any Service Media

notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them result in a reduction in the flow of light or air to the Property or the Common Parts or loss of amenity for the Property or the Common Parts provided that they do not materially adversely affect the use and enjoyment of the Property for the Permitted Use.

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

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

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



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

4.5 No party exercising any of the Reservations, nor its workers, contractors, agents and professional advisors, shall be liable to the Tenant or to any undertenant or other occupier of or person at the Property for any loss, damage, injury, nuisance or inconvenience arising by reason of its exercising any of the Reservations except for:

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

## **5. THIRD PARTY RIGHTS**

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

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

## **6. THE ANNUAL RENT**

The Tenant shall pay the Annual Rent (if demanded) annually in advance on the anniversary of the date of this lease.

## **7. NCSEM SERVICES**

The Landlord shall provide the NCSEM Services in accordance with the provisions of the Leisure Agreement.

## **8. INSURANCE**

8.1 The Landlord shall effect and maintain insurance of the Building (but excluding any Tenant's and trade fixtures in the Property) in accordance with the provisions of the Leisure Agreement.

8.2 The Tenant shall:

- (a) comply at all times with any requirements or recommendations of the Landlord's insurer that relate to the Property or the use by the Tenant of the Common Parts, where written details of those requirements or recommendations have first been given to the Tenant;
- (b) immediately inform the Landlord if any matter occurs in relation to the Tenant or the Property that any insurer or underwriter may treat as material in deciding whether or on what terms, to insure or continue insuring the Building and shall give the Landlord notice of that matter;

- (c) pay on demand any increase in the insurance premium for the Building or any adjoining property of the landlord which is attributable to the use of the Property or anything done or omitted to be done on the Property by the Tenant or any other occupier of the Property;
  - (d) immediately inform the Landlord if any damage or loss occurs that relates to the Property and shall give the Landlord notice of that damage or loss;
  - (e) pay the Landlord on demand the amount of any excess required by the insurers in connection with that damage or destruction;
  - (f) pay the Landlord on demand an amount equal to any amount which the insurers refuse to pay following damage or destruction by an Insured Risk to any part of the Building or any adjoining property of the Landlord because of any act or omission of the Tenant;
  - (g) pay the Landlord on demand the costs incurred by the Landlord in preparing and settling any insurance claim relating to the Property (or a fair proportion of such costs in relation to the retained parts of the Building as a whole) arising in any case from any insurance taken out by the Landlord; and
  - (h) if requested by the Landlord remove its fixtures and effects from the Property to allow the Landlord to repair or reinstate the Property.
- 8.3 If the Tenant makes any alteration or addition to the Property, the Tenant shall arrange at its own cost, for a current, independent, VAT inclusive valuation of the Reinstatement Cost of the Property, taking into account the alteration or addition, such valuation to be prepared in writing and given to the Landlord within four weeks of the alteration or addition being completed.
- 8.4 In relation to any insurance arranged by the Landlord under this clause, the Tenant shall not do or omit to do anything and shall not permit or suffer anything to be done that may:
- (a) vitiate the insurance contract; or
  - (b) cause any money claimed under the insurance to be withheld; or
  - (c) cause any premium paid for the insurance to be increased or cause any additional premium to be payable, unless previously agreed in writing with the Landlord.
- 8.5 Other than Tenant's and trade fixtures, the Tenant shall not insure the Property against any of the Insured Risks in such a manner as would permit the Landlord's insurer to cancel the Landlord's insurance or to reduce the amount of any money payable to the Landlord in respect of any insurance claim.
- 8.6 Notwithstanding the obligation on the Tenant in clause 8.5, if the Tenant or any person deriving title under or through the Tenant shall at any time be entitled to the benefit of any insurance of the Property, the Tenant shall immediately cause any money paid to the Tenant under that insurance to be applied by the Landlord in making good the loss or damage in respect of which it was paid.
- 8.7 If the Building or any part of it is damaged or destroyed by an Insured Risk, the Landlord shall:
- (a) make a claim under the insurance policy effected in accordance with this clause;

- (b) notify the Tenant immediately if the Landlord's insurer indicates that the Reinstatement Cost will not be recoverable in full under the insurance policy; and
  - (c) subject to clause 8.8, use any insurance money received (other than for loss of rent) and any money received from the Tenant under clause 8.6 to repair the damage in respect of which the money was received or (as the case may be) to rebuild the Building.
- 8.8 The Landlord shall not be obliged under clause 8.7 to repair or reinstate the Building or any part of it:
  - (a) unless and until the Landlord has obtained any necessary planning and other consents for the repairs and reinstatement work; or
  - (b) so as to provide premises or facilities identical in size, quality and layout to those previously at the Building so long as the premises and facilities provided are reasonably equivalent.]

## **9. RATES AND TAXES**

- 9.1 The Tenant shall pay all present and future rates, taxes and other impositions and outgoings payable in respect of the Property, its use and any works carried out there, except:
  - (a) business rates which shall be borne by the Landlord for the whole of the Building; or
  - (b) any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; or
  - (c) any taxes payable by the Superior Landlord in connection with any dealing with or disposition of the reversion to the Superior Lease or any taxes payable by the Head Landlord in connection with any dealing with or disposition of the reversion to the Head Lease; or
  - (d) any taxes, other than VAT and IPT, payable by the Landlord by reason of the receipt of any of the rents due under this lease.
- 9.2 If any such rates, taxes or other impositions and outgoings are payable in respect of the Property together with other land (including any other part of the Building) the Tenant shall pay a fair proportion of the total.

## **10. UTILITIES**

- 10.1 The Tenant shall pay promptly all costs in connection with the supply and removal of electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the Property including any reasonable administrative charge made by the Landlord for calculating such costs, where they are not billed by the relevant utility supplier directly to the Tenant.
- 10.2 Where any of the costs referred to in clause 10.1 are billed to the Tenant by the Landlord, rather than directly by the relevant utility supplier, the Landlord shall apportion such costs fairly, based on the Tenant's actual usage of that supply.

10.3 Any demand by the Landlord for payment of any costs referred to in clause 10.1 shall be accompanied by a written explanation of the calculation of such costs.

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

#### 11. **VAT**

11.1 All sums payable by the Tenant are exclusive of any VAT that may be chargeable. The Tenant shall pay VAT in respect of all taxable supplies made to it in connection with this lease on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.

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

#### 12. **DEFAULT INTEREST AND INTEREST**

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

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

#### 13. **COSTS**

13.1 The Tenant shall pay the costs and expenses of the Landlord and those of the Superior Landlord including any solicitors' or other professionals' costs and expenses (incurred both during and after the end of the term) in connection with or in contemplation of any of the following:

- (a) the enforcement of the tenant covenants of this lease;
  - (b) serving any notice in connection with this lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of those sections, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court;
  - (c) serving any notice in connection with this lease under section 17 of the LTCA 1995;
  - (d) the preparation and service of a schedule of dilapidations in connection with this lease;
- or

- (e) any consent or approval applied for under:
  - (i) this lease, whether or not it is granted (unless the consent or approval is unreasonably withheld by the Landlord in circumstances where the Landlord is not unreasonably to withhold it); and
  - (ii) the Superior Lease, where the consent of the Superior Landlord is required under this Lease, whether or not it is granted.
- 13.2 Where the Tenant is obliged to pay or indemnify the Landlord against any solicitors' or other professionals' costs and expenses (whether under this or any other clause of this lease) that obligation extends to those costs and expenses assessed on a full indemnity basis.
- 14. **SET-OFF**

All amounts due under this lease shall be paid by the Tenant in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 15. **REGISTRATION OF THIS LEASE**
  - 15.1 Promptly following the grant of this lease, the Tenant shall apply to register this lease at HM Land Registry. The Tenant shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly. Within one month after completion of the registration, the Tenant shall send the Landlord official copies of its title.
  - 15.2 The Tenant shall not:
    - (a) apply to HM Land Registry to designate this lease as an exempt information document;
    - (b) object to an application by the Landlord to HM Land Registry to designate this lease as an exempt information document; or
    - (c) apply for an official copy of any exempt information document version of this lease.
- 16. **PROHIBITION OF DEALINGS**

Except as expressly permitted by this lease, the Tenant shall not assign, underlet, charge, part with or share possession or share occupation of this lease or the Property or hold the lease on trust for any person (except pending registration of a dealing permitted by this lease at HM Land Registry or by reason only of joint legal ownership).
- 17. **ASSIGNMENTS**

The Tenant shall not assign the whole or any part of this lease.
- 18. **UNDERLETTINGS**
  - 18.1 The Tenant shall not underlet the whole or any part of the Property except in accordance with this clause.
  - 18.2 The Tenant may underlet the whole or part of the Property but only to NCSEM.

- 18.3 The Tenant shall not underlet the Property together with any property or any right over property that is not included within this lease.
- 18.4 The Tenant shall not underlet the Property unless, before the underlease is granted, the Tenant has given the Landlord:
- (a) a certified copy of the notice served on the undertenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy to be created by the underlease; and
  - (b) a certified copy of the declaration or statutory declaration made by the undertenant in accordance with the requirements of section 38A(3)(b) of the LTA 1954.
- 18.5 Any underletting by the Tenant shall be by deed and shall include:
- (a) an agreement between the Tenant and the undertenant that the provisions of sections 24 to 28 of the LTA 1954 are excluded from applying to the tenancy created by the underlease;
  - (b) a covenant by the undertenant, enforceable by and expressed to be enforceable by the Landlord (as superior landlord at the date of grant) and its successors in title in their own right, to observe and perform the tenant covenants in the underlease and any document that is supplemental or collateral to it;
  - (c) provisions requiring the consent of the Landlord to be obtained in respect of any matter for which the consent of the Landlord is required under this lease; and
  - (d) an obligation on the undertenant not to deal with or dispose of its interest in the underlease (including by way of declaration of trust) or part with or share possession of the whole or part of that interest or permit any other person to occupy the Property,
- and shall otherwise be on terms consistent with the Tenant being able to observe and perform its obligations in this lease and shall not conflict with the terms of this lease.
- 18.6 In relation to any underlease granted by the Tenant, the Tenant shall:
- (a) not vary the terms of the underlease without the consent of the Landlord, such consent not to be unreasonably withheld;
  - (b) enforce the tenant covenants in the underlease and not waive any of them; and
  - (c) not grant any underlease for a term which will expire by effluxion of time later than three clear days before that date the Contractual Term granted by this deed will expire by effluxion of time.

19. **SHARING OCCUPATION**

The Tenant may share occupation of the Property with another public sector body or with a charity or other not for profit organisation provided that no relationship of landlord and tenant is established by the arrangement.

20. **CHARGING**

The Tenant shall not charge or agree to charge the whole or any part of the Property.

21. **REGISTRATION AND NOTIFICATION OF DEALINGS AND OCCUPATION**

21.1 In this clause a Transaction is:

- (a) any dealing with this lease or the devolution or transmission of, or parting with possession of any interest in it; or
- (b) the creation of any underlease or other interest out of this lease, or out of any interest, underlease derived from it, and any dealing, devolution or transmission of, or parting with possession of any such interest or underlease; or
- (c) the making of any other arrangement for the occupation of the Property.

21.2 In respect of every Transaction that is registrable at HM Land Registry, the Tenant shall promptly following completion of the Transaction apply to register it (or procure that the relevant person so applies). The Tenant shall (or shall procure that) any requisitions raised by HM Land Registry in connection with an application to register a Transaction are dealt with promptly and properly. Within one month of completion of the registration, the Tenant shall send the Landlord official copies of its title (and where applicable of the undertenant's title).

21.3 No later than one month after a Transaction the Tenant shall give the Landlord's solicitors notice of the Transaction.

21.4 If the Landlord so requests, the Tenant shall promptly supply the Landlord with full details of the occupiers of the Property and the terms upon which they occupy it.

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

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

23. **REPAIRS**

23.1 The Tenant shall keep the Property clean and tidy and in good repair and shall ensure that any Service Media within and exclusively serving the Property are kept in reasonable working order.

23.2 The Tenant shall not be liable to repair the Property to the extent that any disrepair has been caused by an Insured Risk, unless and to the extent that:

- (a) the Landlord's insurance has been vitiated or any insurance proceeds withheld in consequence of any act or omission of the Tenant, any person deriving title under the Tenant or any person at the Property or on the Common Parts with the actual or implied authority of the Tenant or any person deriving title under the Tenant; or
- (b) the insurance cover in relation to that disrepair is excluded, limited or unavailable.

24. **DECORATION**

- 24.1 The Tenant shall decorate the Property as often as is reasonably necessary and also in the last three months before the end of the term.
- 24.2 All decoration shall be carried out in a good and proper manner using good quality materials that are appropriate to the Property and the Permitted Use and shall include all appropriate preparatory work.
- 24.3 All decoration carried out in the last three months of the term shall also be carried out to the satisfaction of the Landlord and using materials, designs and colours approved by the Landlord.

25. **ALTERATIONS AND SIGNS**

- 25.1 The Tenant shall not make any alteration to the Property without the consent of the Landlord, and of the Head Landlord and the Superior Landlord.
- 25.2 The Tenant shall not install nor alter the route of any Service Media at the Property, nor do anything that may affect the Service Media, without the consent of the Landlord.
- 25.3 The Tenant shall not attach any sign, fascia, placard, board, poster or advertisement to the Property so as to be seen from the outside of the Building other than such signs as are authorised pursuant to sub-clause 3.1 (i).
- 25.4 Where the consent of the Landlord is required under this clause, the Landlord shall use reasonable endeavours to determine the Tenant's application for consent within 15 working days of receiving all the information that the Landlord reasonably considers necessary to allow the Landlord to determine the application.

26. **RETURNING THE PROPERTY TO THE LANDLORD**

- 26.1 At the end of the term the Tenant shall return the Property with vacant possession to the Landlord in the repair and condition required by this lease.
- 26.2 If the Landlord reasonably so requires and gives the Tenant notice no later than six months before the end of the term, the Tenant shall remove items it has fixed to the Property, remove any alterations it has made to the Property and make good any damage caused to the Property by that removal.
- 26.3 At the end of the term, the Tenant shall remove from the Property all chattels belonging to or used by it.
- 26.4 The Tenant irrevocably appoints the Landlord and the Superior Landlord to be the Tenant's agent to store or dispose of any chattels or items it has fixed to the Property and which have been left by the Tenant on the Property for more than ten working days after the end of the term. Neither the Landlord or the Superior Landlord shall be liable to the Tenant by reason of that storage or disposal. The Tenant shall indemnify the Landlord or the Superior Landlord in respect of any claim made by a third party in relation to that storage or disposal.

27. **USE**

- 27.1 The Tenant shall not use the Property for any purpose other than the Permitted Use.



- 27.2 The Tenant shall not use the Property outside the Permitted Hours without the approval of the Landlord.
- 27.3 If the Landlord gives its approval to the Tenant using the Property outside the Permitted Hours, the Tenant shall observe all reasonable and proper regulations that the Landlord makes relating to that use and shall pay the Landlord all costs incurred by the Landlord in connection with that use, including the whole of the cost of any Services provided by the Landlord attributable to the use by the Tenant of the Property outside the Permitted Hours.
- 27.4 The Tenant shall not use the Property for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Landlord or the Superior Landlord or the Head Landlord or any owner or occupier of neighbouring property.
- 27.5 The Tenant shall not overload any structural part of the Building nor any Service Media at or serving the Property.

**28. MANAGEMENT OF THE BUILDING**

- 28.1 The Tenant shall observe all reasonable and proper regulations made by the Landlord from time to time in accordance with the principles of good estate management and notified to the Tenant relating to:

- (a) the use of the Common Parts; and
- (b) the management of the Building.

**29. COMPLIANCE WITH LAWS**

- 29.1 The Tenant shall comply with all laws relating to:

- (a) the Property and the occupation and use of the Property by the Tenant;
- (b) the use or operation of all Service Media and machinery and equipment at or serving the Property;
- (c) any works carried out at the Property; and
- (d) all materials kept at or disposed from the Property.

- 29.2 Without prejudice to any obligation on the Tenant to obtain any consent or approval under this lease, the Tenant shall carry out all works that are required under any law to be carried out at the Property whether by the owner or the occupier.

- 29.3 Within five working days after receipt of any notice or other communication affecting the Property or the Building (and whether or not served pursuant to any law) the Tenant shall:

- (a) send a copy of the relevant document to the Landlord and the Superior Landlord; and
- (b) in so far as it relates to the Property, take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may require.

- 29.4 The Tenant shall not apply for any planning permission for the Property.

- 29.5 The Tenant shall comply with its obligations under the CDM Regulations, including all requirements in relation to the provision and maintenance of a health and safety file.
- 29.6 The Tenant shall supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations.
- 29.7 As soon as the Tenant becomes aware of any defect in the Property, it shall give the Landlord notice of it. The Tenant shall indemnify the Landlord against any liability under the Defective Premises Act 1972 in relation to the Property by reason of any failure of the Tenant to comply with any of the tenant covenants in this lease.
- 29.8 The Tenant shall keep the Property equipped with all fire prevention, detection and fighting machinery and equipment and fire alarms which are required under all relevant laws or required by the insurers of the Property or reasonably recommended by them or reasonably required by the Landlord or the Superior Landlord or the Head Landlord and shall keep that machinery, equipment and alarms properly maintained and available for inspection.

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

- 30.1 The Tenant shall not grant any right or licence over the Property to a third party.
- 30.2 If a third party makes or attempts to make any encroachment over the Property or takes any action by which a right may be acquired over the Property, the Tenant shall:
- (a) immediately inform the Landlord and shall give the Landlord notice of that encroachment or action; and
  - (b) take all steps (including any proceedings) the Landlord reasonably requires to prevent or license the continuation of that encroachment or action.
- 30.3 The Tenant shall not obstruct the flow of light or air to the Property or any other part of the Building nor obstruct any means of access to the Property or any other part of the Building.
- 30.4 The Tenant shall not make any acknowledgement that the flow of light or air to the Property or any other part of the Building or that the means of access to the Property or any other part of the Building is enjoyed with the consent of any third party.
- 30.5 If any person takes or threatens to take any action to obstruct the flow of light or air to the Property or obstruct the means of access to the Property, the Tenant shall:
- (a) immediately inform the Landlord and shall give the Landlord notice of that action; and
  - (b) take all steps (including proceedings) the Landlord reasonably requires to prevent or secure the removal of the obstruction.

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

- 31.1 The Landlord and the Superior Landlord and the Head Landlord may enter the Property to inspect its condition and state of repair and may give the Tenant a notice of any breach of any of the tenant covenants in this lease relating to the condition or repair of the Property.

- 31.2 If the Tenant has not begun any works needed to remedy that breach within two months following that notice (or if works are required as a matter of emergency, then immediately) or if the Tenant is not carrying out the works with all due speed, then the Landlord may enter the Property and carry out the works needed.
- 31.3 The costs incurred by the Landlord in carrying out any works pursuant to this clause (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand.
- 31.4 Any action taken by the Landlord pursuant to this clause shall be without prejudice to the Landlord's other rights, including those under clause 37.
- 31.5 Not less than six months before the end of the term, the Landlord shall serve a schedule of dilapidations on the Tenant and shall notify the Tenant of any other dilapidations that occur after the schedule of dilapidations has been served as soon as possible.

**32. INDEMNITY**

The Tenant shall keep the Landlord indemnified against all liabilities, expenses, costs (including but not limited to any solicitors' or other professionals' costs and expenses), claims, damages and losses (including but not limited to any diminution in the value of the Landlord's interest in the Building and loss of amenity of the Building) suffered or incurred by the Landlord arising out of or in connection with any breach of any tenant covenants in this lease, or any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person on the Property or the Common Parts with the actual or implied authority of any of them.

**33. COVENANT TO COMPLY WITH COVENANTS IN THE SUPERIOR LEASE**

- 33.1 The Tenant shall observe and perform the tenant covenants in the Superior Lease.

**34. COVENANT WITH THE SUPERIOR LANDLORD**

The Tenant covenants with the Superior Landlord and its successors in title in their own right to observe and perform:

- (a) the tenant covenants in this lease and any document that is collateral to it; and
- (b) the tenant covenants in the Superior Lease and the Head Lease.

**35. LANDLORD'S COVENANTS**

- 35.1 The Landlord covenants with the Tenant, that, so long as the Tenant pays the rents reserved by and complies with its obligations in this lease, the Tenant shall have quiet enjoyment of the Property without any interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this lease.
- 35.2 The Landlord shall use reasonable endeavours to procure that the Superior Landlord complies with the Superior Landlord's Covenants during such period as the Superior Lease subsists.
- 35.3 If the Superior Lease is surrendered, the Landlord shall from the date of the surrender perform or procure the performance of obligations equivalent to the Superior Landlord's Covenants immediately prior to the surrender of the Superior Lease.

**36. RE-ENTRY AND FORFEITURE**

- 36.1 The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any material breach of any tenant covenant in this lease;
- 36.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause, this lease shall immediately end, but without prejudice to any right or remedy of either party in respect of any breach of covenant by the other.

**37. JOINT AND SEVERAL LIABILITY**

- 37.1 Where the Tenant comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Tenant arising under this lease. The Landlord may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.
- 37.2 The obligations of the Tenant arising by virtue of this lease are owed to the Landlord and the obligations of the Landlord are owed to the Tenant.
- 37.3 The Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this lease, unless the Landlord knows it has failed to perform the covenant, or reasonably should know this, and has not remedied that failure within a reasonable time.

**38. NOTICES, CONSENTS AND APPROVALS**

- 38.1 Except where this lease specifically states that a notice need not be in writing, any notice given under or in connection with this lease shall be:
- (a) in writing and for the purposes of this clause an e-mail is not in writing; and
  - (b) given:
    - (i) by hand or pre-paid first-class post or other next working day delivery service at the party's registered office address (if the party is a company) or (in any other case) at the party's principal place of business; or
    - (ii) by fax to the party's main fax number.
- 38.2 If a notice complies with the criteria in clause 39.1, whether or not this lease requires that notice to be in writing, it shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the proper address;
  - (b) if sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting; or
  - (c) if sent by fax, at 9.00am on the next working day after transmission.
- 38.3 This clause does not apply to the service of any proceedings or other documents in any legal action, or where applicable, any arbitration or other method of dispute resolution.
- 38.4 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this lease.

38.5 Where the consent of the Landlord is required under this lease, a consent shall only be valid if it is given by deed, unless:

- (a) it is given in writing and signed by the Landlord or a person duly authorised on its behalf; and
- (b) it expressly states that the Landlord waives the requirement for a deed in that particular case.

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

38.6 Where the approval of the Landlord is required under this lease, an approval shall only be valid if it is in writing and signed by or on behalf of the Landlord, unless:

- (a) the approval is being given in a case of emergency; or
- (b) this lease expressly states that the approval need not be in writing.

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

38.8 Where the consent of the Superior Landlord is required under this lease, a consent shall only be valid if it would be valid as a consent given under the Superior Lease. Where the approval of the Superior Landlord is required under this lease, an approval shall only be valid if it would be valid as an approval given under the Superior Lease.

38.9 Where the Tenant requires the consent or approval of the Superior Landlord to any act or omission then, subject to the provisions of clause 1.11 the Landlord shall at the cost of the Tenant use all reasonable endeavours to obtain that consent or approval.

#### 39. **GOVERNING LAW**

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

#### 40. **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 agreement or its subject matter or formation (including non-contractual disputes or claims).

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

41.1 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 LTA 1954, applying to the tenancy created by this lease; and
- (b) whom the Tenant confirms was duly authorised by the Tenant to do so on its behalf made a statutory declaration dated in

accordance with the requirements of section 38A(3)(b) of the LTA 1954 a certified copy of which statutory declaration is annexed to this lease;

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

42. **TENANT'S BREAK CLAUSE**

42.1 The Tenant may terminate this lease by serving a Break Notice on the Landlord.

42.2 Following service of a Break Notice this lease shall terminate on the Break Date.

42.3 Termination of this lease on the Break Date shall not affect any other right or remedy that either party may have in relation to any earlier breach of this lease.

43. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

Save for the Superior Landlord any person who is not a party to this lease shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this lease. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

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

**EXECUTED** as a deed by Places For People  
Leisure Limited acting by a Director in the presence of:

.....  
Director

.....  
Name (in BLOCK CAPITALS)

Signature of witness.....  
Name (in BLOCK CAPITALS)

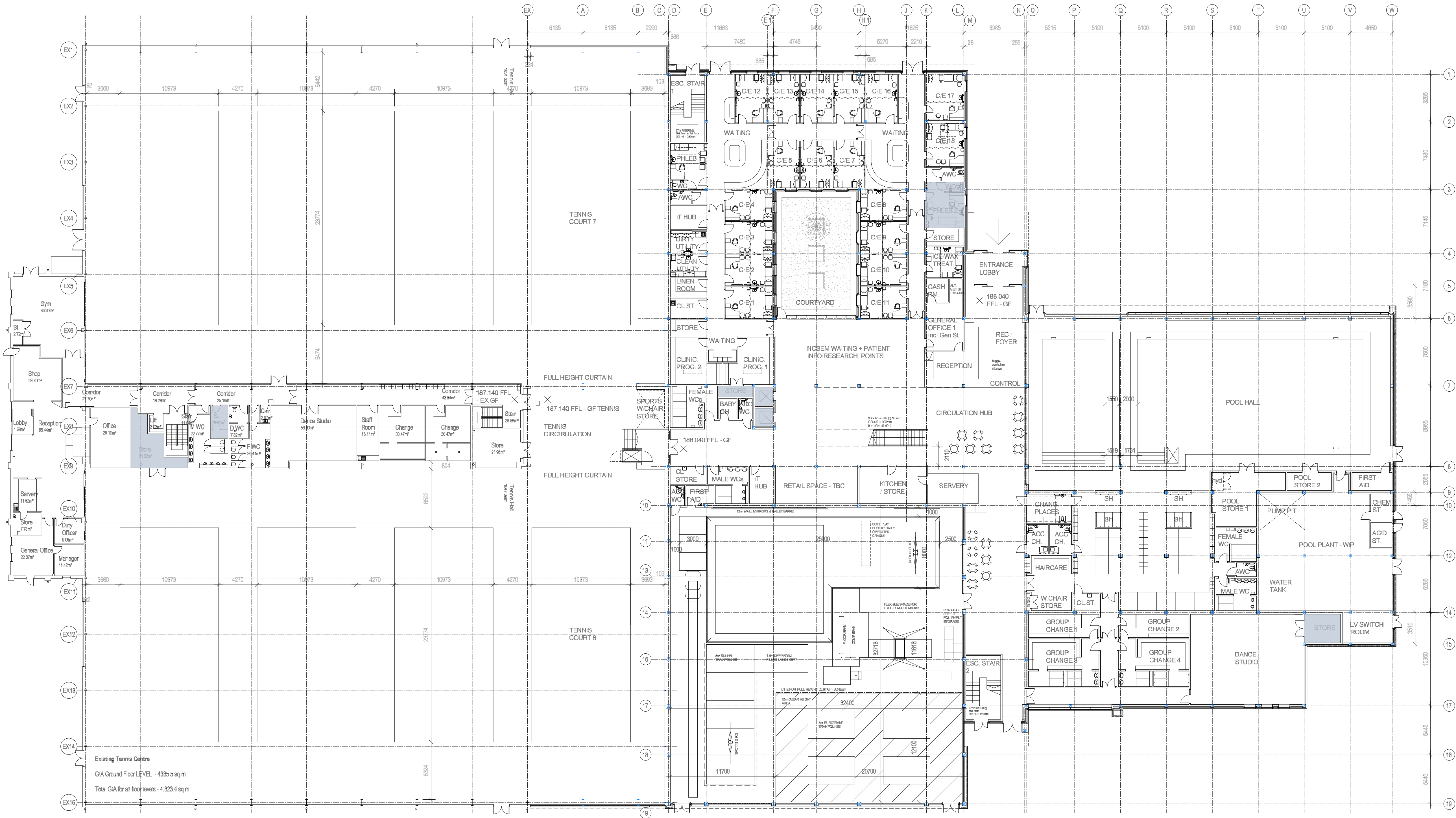
.....  
Address.....  
.....  
.....

EXECUTED as a Deed by  
the affixing of The Common  
Seal of The Sheffield City  
Council in the presence of:-

Authorised Signatory

FLOOR PLAN LEGEND

Denotes areas with no access during survey



Rev	Description	Date
P01	First Issue.	01/03/23
P02	Title block updated.	06/03/23

Client:  
SHEFFIELD CITY COUNCIL

Project Title:  
LEISURE CENTRE SUPPLIER  
TENDER ASSISTANCE

RLB ID: 006658 Drawing Number: 01

Drawing Title:  
GROUND FLOOR PLAN

Stage: INFORMATION S0 Status: P02 Revision: P02

Date: 01/03/2023 Size: A1 Scale: NTS

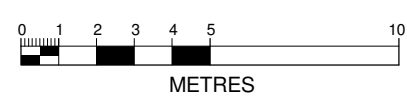
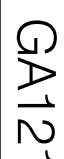


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Author: Pedro.Navarro@uk.rlb.com  
QA: Ulysses.Whitehead@uk.rlb.com

This drawing is to be read in conjunction with all other associated specifications, schedules, drawings and information issued.  
Do NOT scale this drawing. Check and verify ALL dimensions and levels and on site before work commences. For discrepancies or omissions contact Rider Levett Bucknall.  
All work and materials to conform with current applicable statutory legislation and regulations.  
All work to comply with Construction Design Management (CDM) 2015.  
Drawings to be printed in colour, to the scale stated in the title block.  
Print colour check (CMYK) Print size check 15mm





Drawn:DK      Checked:TL      As Indicated @ A0      06/24/14

**S4-FOR APPROVAL**      **C7**

Status:      Revision:

DATED

2025

UNDERLEASE

relating to

PART OF THORNCLIFFE HEALTH & LEISURE CENTRE, PACKHORSE LANE, SHEFFIELD

Between

SLM COMMUNITY LEISURE CHARITABLE TRUST

and

THE SHEFFIELD CITY COUNCIL

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LR1. **Date of lease**

LR2. **Title number(s)**

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

LR2.2 **Other title numbers**

SYK17205 and SYK630060

LR3. **Parties to this lease**

**Landlord**

SLM Community Leisure Charitable Trust (30005R) whose registered office is at 2 Watling Drive, Sketchley Meadows, Hinckley, Leicestershire LE10 3EY

**Tenant**

The Sheffield City Council of Town Hall, Pinstone Street, Sheffield, Si 2HH

**Other parties**

Guarantor

None

LR4. **Property**

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

See the definition of "Property" in clause 1.1 of this lease.

LR5. **Prescribed statements etc.**

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

None.

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

None.

LR6. **Term for which the Property is leased**

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

LR7. **Premium**

None.

**LR8. Prohibitions or restrictions on disposing of this lease** This lease contains a provision that prohibits or restricts dispositions.

**LR9. Rights of acquisition etc.**

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

None.

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

None.

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

None.

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

None.

**LR11. Easements**

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

The easements as specified in clause 3 of this lease.

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

The easements as specified in clause 4 of this lease.

**LR12. Estate rentcharge burdening the Property**

None.

**LR13. Application for standard form of restriction**

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

None.

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

THIS LEASE is dated

## **PARTIES**

- (1) **SLM Community Leisure Charitable Trust** (30005R) whose registered office is at 2 Watling Drive, Sketchley Meadows, Hinckley, Leicestershire LE10 3EY (**Landlord**).
- (2) **The Sheffield City Council** of Town Hall, Pinstone Street, Sheffield, S1 2HH (**Tenant**).

## **AGREED TERMS**

### **1. INTERPRETATION**

- 1.1 The following definitions and rules of interpretation apply in this lease.

#### **Definitions:**

**Annual Rent:** rent at the rate of One Peppercorn per annum.

**Break Date:** a date which is at least two months after service of the Break Notice.

**Break Notice:** written notice to terminate this lease specifying the Break Date.

**Building:** Thorncliffe Health & Leisure Centre, Packhorse Lane, Sheffield at the Land Registry under title number SYK17205 and SYK630060 shown edged red on Plan 1.

**CDM Regulations:** the Construction (Design and Management) Regulations 2007 (SI 2007/320).

**Common Parts:** the parts of the Building used in common with the Landlord and other tenants and occupiers of the Building.

**Contractual Term:** a term from and including the date of this lease to and including [DATE] *[term of the Head Lease less three days]*.

**Default Interest Rate:** 3 % per annum above the Interest Rate.

**Head Landlord:** the Landlord for the time being of the of the Head Lease.

**Head Lease:** the lease by virtue of which the Head Landlord holds the Property which is dated with today's date and made between (1) Sports and Leisure Management Limited and (2) the Landlord and any documents made supplemental to it.

**Insured Risks:** fire, lightning, explosion, impact, earthquake, storm, tempest, flood, bursting or overflowing of water tanks or pipes, damage to underground water, oil or gas pipes or electricity wires or cables, subsidence, ground slip, heave, riot, civil commotion, strikes, labour or political disturbances, malicious damage, aircraft and aerial devices and articles dropped accidentally from them, and such other risk against which the Landlord may reasonably insure from time to time, and Insured Risk means any one of the Insured Risks.

**Interest Rate:** the base rate from time to time of Barclays Bank plc, or if that base rate stops being used or published then a comparable commercial rate reasonably determined by the Landlord.

**IPT:** Insurance Premium Tax chargeable under the Finance Act 1994 or any similar replacement or additional tax.

**Leisure Agreement:** the agreement (and any agreement made supplemental to or in variation thereof from time to time) entered on today's date between (1) The Sheffield City Council and (2) Sports and Leisure Management Limited relating to the provision of services to leisure centres owned by The Sheffield City Council with ancillary uses as relate to the Property;

**Lifts:** all lifts and lift machinery and equipment in the Building.

**LTA 1927:** Landlord and Tenant Act 1927.

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

**LTCA 1995:** Landlord and Tenant (Covenants) Act 1995.

**NCSEM:** the National Centre for Sport and Exercise Medicine

**NCSEM Services:** has the meaning given to it in the Leisure Agreement

**NIC:** National Insurance Contributions or any similar, replacement or additional contributions.

**Permitted Use:** offices.

**Permitted Hours:** 7.00 a.m. to 10.00 p.m. Mondays to Fridays and 8.00 a.m. to 5.00 p.m. on Saturdays and Sundays.

**Plan 1:** the plan attached to this lease marked "Plan 1".

**Plan 2:** the plan attached to this lease marked "Plan 2".

**Property:** the part of the Building (the floor plans of which are shown edged red on Plan 2) bounded by and including:

- (a) the floorboards or floor screed;
- (b) the interior plasterwork and finishes of the ceilings;
- (c) the interior plasterwork and finishes of exterior walls and columns;
- (d) the plasterwork and finishes of the interior structural walls and columns that adjoin the Common Parts;
- (e) the doors and windows within the interior, structural walls and columns that adjoin the Common Parts and their frames and fittings;
- (f) one half of the thickness of the interior, non-structural walls and columns that adjoin the Common Parts; and
- (g) the doors and windows within the interior walls and columns that adjoin the Common Parts and their frames and fittings;

but excluding:

- (h) the windows in the exterior walls and their frames and fittings;

- (i) the whole of the interior structural walls and columns within that part of the Building other than their plasterwork and other than the doors and windows and their frames and fittings within such walls; and
- (j) all Service Media within that part of the Building which do not exclusively serve that part of the Building.

**Reinstatement Cost:** the full reinstatement cost of the Building, taking into account inflation of building costs and including any costs of demolition, site clearance, site protection, shoring up and any other work to the Building that may be required by law and any VAT on any such costs.

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

**Rights:** The rights granted by the Landlord to the Tenant in clause 3.1.

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

**Superior Landlord:** the landlord for the time being of the Superior Lease.

**Superior Landlord's Covenants:** the obligations in the Superior Lease to be observed by the Superior Landlord.

**Superior Lease:** the lease by virtue of which the Head Landlord holds the Property, which is dated with today's date and made between (1) The Sheffield City Council and (2) Sports and Leisure Management Limited and any documents made supplemental to it.

**Third Party Rights:** all rights, covenants and restrictions affecting the Building including the matters referred to at the date of this lease in the property register and the charges register of title numbers SYK17205 and SYK630060.

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

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

- 1.2 A reference to the Head Lease is a reference to the Head Lease and any deed, licence, consent, approval or other instrument supplemental to it. A reference to the Superior Lease is a reference to the Superior Lease and any deed, licence, consent, approval or other instrument supplemental to it. A reference to this lease, except a reference to the date of this lease or to the grant of the lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.
- 1.3 The Schedules form part of this lease and shall have effect as if set out in full in the body of this lease. Any reference to this lease includes the Schedules.
- 1.4 Unless the context otherwise requires, references to clauses and Schedules are to the clauses and Schedules of this lease and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.5 Clause, Schedule and paragraph headings shall not affect the interpretation of this lease.



- 1.6 A reference to the Superior Landlord includes a reference to the person entitled to the immediate reversion to the Superior Lease. A reference to the Landlord includes a reference to the person entitled to the immediate reversion to this lease. A reference to the Tenant includes a reference to its successors in title and assigns.
- 1.7 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.8 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.9 The expressions landlord covenant and tenant covenant each has the meaning given to it by the LTCA 1995.
- 1.10 Any obligation on the Tenant not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.11 References to the consent of the Landlord are to the consent of the Landlord given in accordance with clause 39.5 and references to the approval of the Landlord are to the approval of the Landlord given in accordance with clause 39.6. References to any consent or approval required from the Landlord shall be construed as also including a requirement to obtain the consent or approval of the Head Landlord and the Superior Landlord, where such consent or approval is required under the terms of the Head Lease and the Superior Lease except that nothing in this lease shall be construed as imposing on the Head Landlord and the Superior Landlord any obligation (or indicating that such an obligation is imposed on the Head Landlord and the Superior Landlord by the terms of the Head Lease and the Superior Lease respectively) not unreasonably to refuse any such consent.
- 1.12 Unless the context otherwise requires, references to the Building, the Common Parts and the Property are to the whole and any part of them or it.
- 1.13 The expression neighbouring property does not include the Building.
- 1.14 A reference to the term is to the Contractual Term.
- 1.15 A reference to the end of the term is to the end of the term however it ends.
- 1.16 Unless the context otherwise requires, 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.
- 1.17 A reference to writing or written includes fax but not e-mail.
- 1.18 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular
- 1.19 A working day is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.20 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.

1.21 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.

1.22 Where there is any inconsistency between the terms of the Leisure Agreement and this Lease the Leisure Agreement shall prevail.

## **2. GRANT**

2.1 The Landlord lets the Property to the Tenant for the Contractual Term.

2.2 The grant is made together with the Rights, excepting and reserving to the Landlord the Reservations, and subject to the Third Party Rights.

2.3 The grant is made with the Tenant paying the following as rent to the Landlord:

- (a) the Annual Rent (if demanded);
- (b) all interest payable under this lease; and
- (c) all other sums due under this lease.

## **3. ANCILLARY RIGHTS**

3.1 The Landlord grants the Tenant the following rights:

- (a) the right to support and protection from the Common Parts to the extent that the Common Parts provide support and protection to the Property at the date of this lease;
- (b) [the right to use external areas of the Common Parts shown hatched [●] on Plan 2 for the purposes of vehicular and pedestrian access to and egress from the interior of the Building and to and from the parts of the Common Parts referred to in clause 3.1(c) to clause 3.1(f);
- (c) the right to park [private cars or motorbikes belonging to the Tenant, its employees and visitors] within the area edged [●] on Plan 2, [subject to available capacity on a first come first served basis];
- (d) [the right to use the area edged [●] on Plan 2 for keeping bicycles belonging to the Tenant, its employees and visitors;]
- (e) [the right to use [●] bins in the area edged [●] on Plan 2;]
- (f) the right to use the Lifts (if any), hallways, corridors, stairways and landings of the Common Parts for the purposes of access to and egress from the Property and the lavatories and washrooms referred to in clause 3.1(g);
- (g) the right to use the lavatories and washrooms within the Building;

- (h) the right to use any Service Media at the Building that belong to the Landlord and serve (but do not form part of) the Property which are in existence at the date of this lease or are installed or constructed during the Contractual Term provided that the exercise of this right shall not conflict with the provisions of the Leisure Agreement;
  - (i) the right to display the name and logo of NCSEM (and any authorised undertenant) on a sign or noticeboard outside the Building in a location approved by the Landlord, in the entrance hall of the Building and on the Common Parts at the entrance to the Property, in each case in a form and manner approved in writing by the Landlord such approval not to be unreasonably withheld or delayed; and
  - (j) the right to enter the Common Parts so far as is reasonably necessary to carry out any works to the Property required or permitted by this lease.
- 3.2 The Rights are granted in common with the Landlord, the Superior Landlord and any other person authorised by the Landlord or the Superior Landlord.
- 3.3 The Rights are granted subject to the Third Party Rights insofar as the Third Party Rights affect the Common Parts and the Tenant shall not do anything that may interfere with any Third Party Right.
- 3.4 The Tenant shall exercise the Rights (other than the Right mentioned in clause 3.1(a)) only in connection with its use of the Property for the Permitted Use and only during the Permitted Hours and in accordance with any regulations made by the Landlord as mentioned in clause 29.1.
- 3.5 The Tenant shall comply with all laws relating to its use of the Common Parts pursuant to the Rights.
- 3.6 In relation to the Rights mentioned in clause 3.1(b) to clause 3.1(h), the Landlord may, at its discretion, change the route of any means of access to or egress from the interior of the Building and may change the area over which any of those Rights are exercised.
- 3.7 In relation to the Rights mentioned in clause 3.1(c) and clause 3.1(f) the Landlord may from time to time designate the spaces or bins (as the case may be) in respect of which the Tenant may exercise that Right.
- 3.8 In exercising the Right mentioned in clause 3.1(j), the Tenant shall:
  - (a) except in case of emergency, give reasonable notice to the Landlord of its intention to exercise that Right;
  - (b) cause as little damage as possible to the Common Parts and to any property belonging to or used by the Landlord;
  - (c) cause as little inconvenience as possible to the Landlord as is reasonably practicable; and
  - (d) promptly make good (to the satisfaction of the Landlord) any damage caused to the Common Parts (or to any property belonging to or used by the Landlord) by reason of the Tenant exercising that Right.

- 3.9 Except as mentioned in this clause 3, neither the grant of this lease nor anything in it confers any right over the Common Parts or any neighbouring property nor is to be taken to show that the Tenant may have any right over the Common Parts or any neighbouring property, and section 62 of the Law of Property Act 1925 does not apply to this lease.

**4. RIGHTS EXCEPTED AND RESERVED**

- 4.1 The following rights are excepted and reserved from this lease to the Landlord for the benefit of the Building:

- (a) rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the term;
- (b) the right to use and to connect into Service Media at, but not forming part of, the Property which are in existence at the date of this lease or which are installed or constructed during the Contractual Term;
- (c) the right to install and construct Service Media at the Property to serve any part of the Building (whether or not such Service Media also serve the Property); and the right to re-route any Service Media mentioned in this clause;
- (d) the right to erect scaffolding at the Property or the Building and attach it to any part of the Property or the Building in connection with any of the Reservations;
- (e) the right to attach any structure, fixture or fitting to the boundary of the Property in connection with any of the Reservations;
- (f) the right to re-route any means of access to or egress from the Property or the Building and to change the areas over which the Rights mentioned in clause 3.1(a) to clause 3.1(e) are exercised; and
- (g) the right to re-route and replace any Service Media

notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them result in a reduction in the flow of light or air to the Property or the Common Parts or loss of amenity for the Property or the Common Parts provided that they do not materially adversely affect the use and enjoyment of the Property for the Permitted Use.

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

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

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

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

4.5 No party exercising any of the Reservations, nor its workers, contractors, agents and professional advisors, shall be liable to the Tenant or to any undertenant or other occupier of or person at the Property for any loss, damage, injury, nuisance or inconvenience arising by reason of its exercising any of the Reservations except for:

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

## **5. THIRD PARTY RIGHTS**

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

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

## **6. THE ANNUAL RENT**

The Tenant shall pay the Annual Rent (if demanded) annually in advance on the anniversary of the date of this lease.

## **7. NCSEM SERVICES**

The Landlord shall provide the NCSEM Services in accordance with the provisions of the Leisure Agreement.

## **8. INSURANCE**

8.1 The Landlord shall effect and maintain insurance of the Building (but excluding any Tenant's and trade fixtures in the Property) in accordance with the provisions of the Leisure Agreement.

8.2 The Tenant shall:

- (a) comply at all times with any requirements or recommendations of the Landlord's insurer that relate to the Property or the use by the Tenant of the Common Parts, where written details of those requirements or recommendations have first been given to the Tenant;
- (b) immediately inform the Landlord if any matter occurs in relation to the Tenant or the Property that any insurer or underwriter may treat as material in deciding whether or on what terms, to insure or continue insuring the Building and shall give the Landlord notice of that matter;

- (c) pay on demand any increase in the insurance premium for the Building or any adjoining property of the landlord which is attributable to the use of the Property or anything done or omitted to be done on the Property by the Tenant or any other occupier of the Property;
  - (d) immediately inform the Landlord if any damage or loss occurs that relates to the Property and shall give the Landlord notice of that damage or loss;
  - (e) pay the Landlord on demand the amount of any excess required by the insurers in connection with that damage or destruction;
  - (f) pay the Landlord on demand an amount equal to any amount which the insurers refuse to pay following damage or destruction by an Insured Risk to any part of the Building or any adjoining property of the Landlord because of any act or omission of the Tenant;
  - (g) pay the Landlord on demand the costs incurred by the Landlord in preparing and settling any insurance claim relating to the Property (or a fair proportion of such costs in relation to the retained parts of the Building as a whole) arising in any case from any insurance taken out by the Landlord; and
  - (h) if requested by the Landlord remove its fixtures and effects from the Property to allow the Landlord to repair or reinstate the Property.
- 8.3 If the Tenant makes any alteration or addition to the Property, the Tenant shall arrange at its own cost, for a current, independent, VAT inclusive valuation of the Reinstatement Cost of the Property, taking into account the alteration or addition, such valuation to be prepared in writing and given to the Landlord within four weeks of the alteration or addition being completed.
- 8.4 In relation to any insurance arranged by the Landlord under this clause, the Tenant shall not do or omit to do anything and shall not permit or suffer anything to be done that may:
- (a) vitiate the insurance contract; or
  - (b) cause any money claimed under the insurance to be withheld; or
  - (c) cause any premium paid for the insurance to be increased or cause any additional premium to be payable, unless previously agreed in writing with the Landlord.
- 8.5 Other than Tenant's and trade fixtures, the Tenant shall not insure the Property against any of the Insured Risks in such a manner as would permit the Landlord's insurer to cancel the Landlord's insurance or to reduce the amount of any money payable to the Landlord in respect of any insurance claim.
- 8.6 Notwithstanding the obligation on the Tenant in clause 8.5, if the Tenant or any person deriving title under or through the Tenant shall at any time be entitled to the benefit of any insurance of the Property, the Tenant shall immediately cause any money paid to the Tenant under that insurance to be applied by the Landlord in making good the loss or damage in respect of which it was paid.
- 8.7 If the Building or any part of it is damaged or destroyed by an Insured Risk, the Landlord shall:
- (a) make a claim under the insurance policy effected in accordance with this clause;

- (b) notify the Tenant immediately if the Landlord's insurer indicates that the Reinstatement Cost will not be recoverable in full under the insurance policy; and
  - (c) subject to clause 8.8, use any insurance money received (other than for loss of rent) and any money received from the Tenant under clause 8.6 to repair the damage in respect of which the money was received or (as the case may be) to rebuild the Building.
- 8.8 The Landlord shall not be obliged under clause 8.7 to repair or reinstate the Building or any part of it:
  - (a) unless and until the Landlord has obtained any necessary planning and other consents for the repairs and reinstatement work; or
  - (b) so as to provide premises or facilities identical in size, quality and layout to those previously at the Building so long as the premises and facilities provided are reasonably equivalent.]

## **9. RATES AND TAXES**

- 9.1 The Tenant shall pay all present and future rates, taxes and other impositions and outgoings payable in respect of the Property, its use and any works carried out there, except:
  - (a) business rates which shall be borne by the Landlord for the whole of the Building; or
  - (b) any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; or
  - (c) any taxes payable by the Superior Landlord in connection with any dealing with or disposition of the reversion to the Superior Lease or any taxes payable by the Head Landlord in connection with any dealing with or disposition of the reversion to the Head Lease; or
  - (d) any taxes, other than VAT and IPT, payable by the Landlord by reason of the receipt of any of the rents due under this lease.
- 9.2 If any such rates, taxes or other impositions and outgoings are payable in respect of the Property together with other land (including any other part of the Building) the Tenant shall pay a fair proportion of the total.

## **10. UTILITIES**

- 10.1 The Tenant shall pay promptly all costs in connection with the supply and removal of electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the Property including any reasonable administrative charge made by the Landlord for calculating such costs, where they are not billed by the relevant utility supplier directly to the Tenant.
- 10.2 Where any of the costs referred to in clause 10.1 are billed to the Tenant by the Landlord, rather than directly by the relevant utility supplier, the Landlord shall apportion such costs fairly, based on the Tenant's actual usage of that supply.

10.3 Any demand by the Landlord for payment of any costs referred to in clause 10.1 shall be accompanied by a written explanation of the calculation of such costs.

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

**11. VAT**

11.1 All sums payable by the Tenant are exclusive of any VAT that may be chargeable. The Tenant shall pay VAT in respect of all taxable supplies made to it in connection with this lease on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.

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

**12. DEFAULT INTEREST AND INTEREST**

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

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

**13. COSTS**

13.1 The Tenant shall pay the costs and expenses of the Landlord and those of the Superior Landlord including any solicitors' or other professionals' costs and expenses (incurred both during and after the end of the term) in connection with or in contemplation of any of the following:

- (a) the enforcement of the tenant covenants of this lease;
  - (b) serving any notice in connection with this lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of those sections, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court;
  - (c) serving any notice in connection with this lease under section 17 of the LTCA 1995;
  - (d) the preparation and service of a schedule of dilapidations in connection with this lease;
- or



- (e) any consent or approval applied for under:
  - (i) this lease, whether or not it is granted (unless the consent or approval is unreasonably withheld by the Landlord in circumstances where the Landlord is not unreasonably to withhold it); and
  - (ii) the Superior Lease, where the consent of the Superior Landlord is required under this Lease, whether or not it is granted.
- 13.2 Where the Tenant is obliged to pay or indemnify the Landlord against any solicitors' or other professionals' costs and expenses (whether under this or any other clause of this lease) that obligation extends to those costs and expenses assessed on a full indemnity basis.
- 14. **SET-OFF**

All amounts due under this lease shall be paid by the Tenant in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 15. **REGISTRATION OF THIS LEASE**
  - 15.1 Promptly following the grant of this lease, the Tenant shall apply to register this lease at HM Land Registry. The Tenant shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly. Within one month after completion of the registration, the Tenant shall send the Landlord official copies of its title.
  - 15.2 The Tenant shall not:
    - (a) apply to HM Land Registry to designate this lease as an exempt information document;
    - (b) object to an application by the Landlord to HM Land Registry to designate this lease as an exempt information document; or
    - (c) apply for an official copy of any exempt information document version of this lease.
- 16. **PROHIBITION OF DEALINGS**

Except as expressly permitted by this lease, the Tenant shall not assign, underlet, charge, part with or share possession or share occupation of this lease or the Property or hold the lease on trust for any person (except pending registration of a dealing permitted by this lease at HM Land Registry or by reason only of joint legal ownership).
- 17. **ASSIGNMENTS**

The Tenant shall not assign the whole or any part of this lease.
- 18. **UNDERLETTINGS**
  - 18.1 The Tenant shall not underlet the whole or any part of the Property except in accordance with this clause.
  - 18.2 The Tenant may underlet the whole or part of the Property but only to NCSEM.

- 18.3 The Tenant shall not underlet the Property together with any property or any right over property that is not included within this lease.
- 18.4 The Tenant shall not underlet the Property unless, before the underlease is granted, the Tenant has given the Landlord:
- (a) a certified copy of the notice served on the undertenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy to be created by the underlease; and
  - (b) a certified copy of the declaration or statutory declaration made by the undertenant in accordance with the requirements of section 38A(3)(b) of the LTA 1954.
- 18.5 Any underletting by the Tenant shall be by deed and shall include:
- (a) an agreement between the Tenant and the undertenant that the provisions of sections 24 to 28 of the LTA 1954 are excluded from applying to the tenancy created by the underlease;
  - (b) a covenant by the undertenant, enforceable by and expressed to be enforceable by the Landlord (as superior landlord at the date of grant) and its successors in title in their own right, to observe and perform the tenant covenants in the underlease and any document that is supplemental or collateral to it;
  - (c) provisions requiring the consent of the Landlord to be obtained in respect of any matter for which the consent of the Landlord is required under this lease; and
  - (d) an obligation on the undertenant not to deal with or dispose of its interest in the underlease (including by way of declaration of trust) or part with or share possession of the whole or part of that interest or permit any other person to occupy the Property,
- and shall otherwise be on terms consistent with the Tenant being able to observe and perform its obligations in this lease and shall not conflict with the terms of this lease.
- 18.6 In relation to any underlease granted by the Tenant, the Tenant shall:
- (a) not vary the terms of the underlease without the consent of the Landlord, such consent not to be unreasonably withheld;
  - (b) enforce the tenant covenants in the underlease and not waive any of them; and
  - (c) not grant any underlease for a term which will expire by effluxion of time later than three clear days before that date the Contractual Term granted by this deed will expire by effluxion of time.

19. **SHARING OCCUPATION**

The Tenant may share occupation of the Property with another public sector body or with a charity or other not for profit organisation provided that no relationship of landlord and tenant is established by the arrangement.

20. **CHARGING**

The Tenant shall not charge or agree to charge the whole or any part of the Property.

21. **REGISTRATION AND NOTIFICATION OF DEALINGS AND OCCUPATION**

21.1 In this clause a Transaction is:

- (a) any dealing with this lease or the devolution or transmission of, or parting with possession of any interest in it; or
- (b) the creation of any underlease or other interest out of this lease, or out of any interest, underlease derived from it, and any dealing, devolution or transmission of, or parting with possession of any such interest or underlease; or
- (c) the making of any other arrangement for the occupation of the Property.

21.2 In respect of every Transaction that is registrable at HM Land Registry, the Tenant shall promptly following completion of the Transaction apply to register it (or procure that the relevant person so applies). The Tenant shall (or shall procure that) any requisitions raised by HM Land Registry in connection with an application to register a Transaction are dealt with promptly and properly. Within one month of completion of the registration, the Tenant shall send the Landlord official copies of its title (and where applicable of the undertenant's title).

21.3 No later than one month after a Transaction the Tenant shall give the Landlord's solicitors notice of the Transaction.

21.4 If the Landlord so requests, the Tenant shall promptly supply the Landlord with full details of the occupiers of the Property and the terms upon which they occupy it.

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

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

23. **REPAIRS**

23.1 The Tenant shall keep the Property clean and tidy and in good repair and shall ensure that any Service Media within and exclusively serving the Property are kept in reasonable working order.

23.2 The Tenant shall not be liable to repair the Property to the extent that any disrepair has been caused by an Insured Risk, unless and to the extent that:

- (a) the Landlord's insurance has been vitiated or any insurance proceeds withheld in consequence of any act or omission of the Tenant, any person deriving title under the Tenant or any person at the Property or on the Common Parts with the actual or implied authority of the Tenant or any person deriving title under the Tenant; or
- (b) the insurance cover in relation to that disrepair is excluded, limited or unavailable.

24. **DECORATION**

- 24.1 The Tenant shall decorate the Property as often as is reasonably necessary and also in the last three months before the end of the term.
- 24.2 All decoration shall be carried out in a good and proper manner using good quality materials that are appropriate to the Property and the Permitted Use and shall include all appropriate preparatory work.
- 24.3 All decoration carried out in the last three months of the term shall also be carried out to the satisfaction of the Landlord and using materials, designs and colours approved by the Landlord.

25. **ALTERATIONS AND SIGNS**

- 25.1 The Tenant shall not make any alteration to the Property without the consent of the Landlord, and of the Head Landlord and the Superior Landlord.
- 25.2 The Tenant shall not install nor alter the route of any Service Media at the Property, nor do anything that may affect the Service Media, without the consent of the Landlord.
- 25.3 The Tenant shall not attach any sign, fascia, placard, board, poster or advertisement to the Property so as to be seen from the outside of the Building other than such signs as are authorised pursuant to sub-clause 3.1 (i).
- 25.4 Where the consent of the Landlord is required under this clause, the Landlord shall use reasonable endeavours to determine the Tenant's application for consent within 15 working days of receiving all the information that the Landlord reasonably considers necessary to allow the Landlord to determine the application.

26. **RETURNING THE PROPERTY TO THE LANDLORD**

- 26.1 At the end of the term the Tenant shall return the Property with vacant possession to the Landlord in the repair and condition required by this lease.
- 26.2 If the Landlord reasonably so requires and gives the Tenant notice no later than six months before the end of the term, the Tenant shall remove items it has fixed to the Property, remove any alterations it has made to the Property and make good any damage caused to the Property by that removal.
- 26.3 At the end of the term, the Tenant shall remove from the Property all chattels belonging to or used by it.
- 26.4 The Tenant irrevocably appoints the Landlord and the Superior Landlord to be the Tenant's agent to store or dispose of any chattels or items it has fixed to the Property and which have been left by the Tenant on the Property for more than ten working days after the end of the term. Neither the Landlord or the Superior Landlord shall be liable to the Tenant by reason of that storage or disposal. The Tenant shall indemnify the Landlord or the Superior Landlord in respect of any claim made by a third party in relation to that storage or disposal.

27. **USE**

- 27.1 The Tenant shall not use the Property for any purpose other than the Permitted Use.

- 27.2 The Tenant shall not use the Property outside the Permitted Hours without the approval of the Landlord.
- 27.3 If the Landlord gives its approval to the Tenant using the Property outside the Permitted Hours, the Tenant shall observe all reasonable and proper regulations that the Landlord makes relating to that use and shall pay the Landlord all costs incurred by the Landlord in connection with that use, including the whole of the cost of any Services provided by the Landlord attributable to the use by the Tenant of the Property outside the Permitted Hours.
- 27.4 The Tenant shall not use the Property for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Landlord or the Superior Landlord or the Head Landlord or any owner or occupier of neighbouring property.
- 27.5 The Tenant shall not overload any structural part of the Building nor any Service Media at or serving the Property.

**28. MANAGEMENT OF THE BUILDING**

- 28.1 The Tenant shall observe all reasonable and proper regulations made by the Landlord from time to time in accordance with the principles of good estate management and notified to the Tenant relating to:

- (a) the use of the Common Parts; and
- (b) the management of the Building.

**29. COMPLIANCE WITH LAWS**

- 29.1 The Tenant shall comply with all laws relating to:

- (a) the Property and the occupation and use of the Property by the Tenant;
- (b) the use or operation of all Service Media and machinery and equipment at or serving the Property;
- (c) any works carried out at the Property; and
- (d) all materials kept at or disposed from the Property.

- 29.2 Without prejudice to any obligation on the Tenant to obtain any consent or approval under this lease, the Tenant shall carry out all works that are required under any law to be carried out at the Property whether by the owner or the occupier.

- 29.3 Within five working days after receipt of any notice or other communication affecting the Property or the Building (and whether or not served pursuant to any law) the Tenant shall:

- (a) send a copy of the relevant document to the Landlord and the Superior Landlord; and
- (b) in so far as it relates to the Property, take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may require.

- 29.4 The Tenant shall not apply for any planning permission for the Property.

- 29.5 The Tenant shall comply with its obligations under the CDM Regulations, including all requirements in relation to the provision and maintenance of a health and safety file.
- 29.6 The Tenant shall supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations.
- 29.7 As soon as the Tenant becomes aware of any defect in the Property, it shall give the Landlord notice of it. The Tenant shall indemnify the Landlord against any liability under the Defective Premises Act 1972 in relation to the Property by reason of any failure of the Tenant to comply with any of the tenant covenants in this lease.
- 29.8 The Tenant shall keep the Property equipped with all fire prevention, detection and fighting machinery and equipment and fire alarms which are required under all relevant laws or required by the insurers of the Property or reasonably recommended by them or reasonably required by the Landlord or the Superior Landlord or the Head Landlord and shall keep that machinery, equipment and alarms properly maintained and available for inspection.

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

- 30.1 The Tenant shall not grant any right or licence over the Property to a third party.
- 30.2 If a third party makes or attempts to make any encroachment over the Property or takes any action by which a right may be acquired over the Property, the Tenant shall:
- (a) immediately inform the Landlord and shall give the Landlord notice of that encroachment or action; and
  - (b) take all steps (including any proceedings) the Landlord reasonably requires to prevent or license the continuation of that encroachment or action.
- 30.3 The Tenant shall not obstruct the flow of light or air to the Property or any other part of the Building nor obstruct any means of access to the Property or any other part of the Building.
- 30.4 The Tenant shall not make any acknowledgement that the flow of light or air to the Property or any other part of the Building or that the means of access to the Property or any other part of the Building is enjoyed with the consent of any third party.
- 30.5 If any person takes or threatens to take any action to obstruct the flow of light or air to the Property or obstruct the means of access to the Property, the Tenant shall:
- (a) immediately inform the Landlord and shall give the Landlord notice of that action; and
  - (b) take all steps (including proceedings) the Landlord reasonably requires to prevent or secure the removal of the obstruction.

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

- 31.1 The Landlord and the Superior Landlord and the Head Landlord may enter the Property to inspect its condition and state of repair and may give the Tenant a notice of any breach of any of the tenant covenants in this lease relating to the condition or repair of the Property.

- 31.2 If the Tenant has not begun any works needed to remedy that breach within two months following that notice (or if works are required as a matter of emergency, then immediately) or if the Tenant is not carrying out the works with all due speed, then the Landlord may enter the Property and carry out the works needed.
- 31.3 The costs incurred by the Landlord in carrying out any works pursuant to this clause (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand.
- 31.4 Any action taken by the Landlord pursuant to this clause shall be without prejudice to the Landlord's other rights, including those under clause 37.
- 31.5 Not less than six months before the end of the term, the Landlord shall serve a schedule of dilapidations on the Tenant and shall notify the Tenant of any other dilapidations that occur after the schedule of dilapidations has been served as soon as possible.

**32. INDEMNITY**

The Tenant shall keep the Landlord indemnified against all liabilities, expenses, costs (including but not limited to any solicitors' or other professionals' costs and expenses), claims, damages and losses (including but not limited to any diminution in the value of the Landlord's interest in the Building and loss of amenity of the Building) suffered or incurred by the Landlord arising out of or in connection with any breach of any tenant covenants in this lease, or any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person on the Property or the Common Parts with the actual or implied authority of any of them.

**33. COVENANT TO COMPLY WITH COVENANTS IN THE SUPERIOR LEASE**

- 33.1 The Tenant shall observe and perform the tenant covenants in the Superior Lease.

**34. COVENANT WITH THE SUPERIOR LANDLORD**

The Tenant covenants with the Superior Landlord and its successors in title in their own right to observe and perform:

- (a) the tenant covenants in this lease and any document that is collateral to it; and
- (b) the tenant covenants in the Superior Lease and the Head Lease.

**35. LANDLORD'S COVENANTS**

- 35.1 The Landlord covenants with the Tenant, that, so long as the Tenant pays the rents reserved by and complies with its obligations in this lease, the Tenant shall have quiet enjoyment of the Property without any interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this lease.
- 35.2 The Landlord shall use reasonable endeavours to procure that the Superior Landlord complies with the Superior Landlord's Covenants during such period as the Superior Lease subsists.
- 35.3 If the Superior Lease is surrendered, the Landlord shall from the date of the surrender perform or procure the performance of obligations equivalent to the Superior Landlord's Covenants immediately prior to the surrender of the Superior Lease.

**36. RE-ENTRY AND FORFEITURE**

- 36.1 The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any material breach of any tenant covenant in this lease;
- 36.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause, this lease shall immediately end, but without prejudice to any right or remedy of either party in respect of any breach of covenant by the other.

**37. JOINT AND SEVERAL LIABILITY**

- 37.1 Where the Tenant comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Tenant arising under this lease. The Landlord may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.
- 37.2 The obligations of the Tenant arising by virtue of this lease are owed to the Landlord and the obligations of the Landlord are owed to the Tenant.
- 37.3 The Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this lease, unless the Landlord knows it has failed to perform the covenant, or reasonably should know this, and has not remedied that failure within a reasonable time.

**38. NOTICES, CONSENTS AND APPROVALS**

- 38.1 Except where this lease specifically states that a notice need not be in writing, any notice given under or in connection with this lease shall be:
- (a) in writing and for the purposes of this clause an e-mail is not in writing; and
  - (b) given:
    - (i) by hand or pre-paid first-class post or other next working day delivery service at the party's registered office address (if the party is a company) or (in any other case) at the party's principal place of business; or
    - (ii) by fax to the party's main fax number.
- 38.2 If a notice complies with the criteria in clause 39.1, whether or not this lease requires that notice to be in writing, it shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the proper address;
  - (b) if sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting; or
  - (c) if sent by fax, at 9.00am on the next working day after transmission.
- 38.3 This clause does not apply to the service of any proceedings or other documents in any legal action, or where applicable, any arbitration or other method of dispute resolution.
- 38.4 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this lease.



38.5 Where the consent of the Landlord is required under this lease, a consent shall only be valid if it is given by deed, unless:

- (a) it is given in writing and signed by the Landlord or a person duly authorised on its behalf; and
- (b) it expressly states that the Landlord waives the requirement for a deed in that particular case.

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

38.6 Where the approval of the Landlord is required under this lease, an approval shall only be valid if it is in writing and signed by or on behalf of the Landlord, unless:

- (a) the approval is being given in a case of emergency; or
- (b) this lease expressly states that the approval need not be in writing.

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

38.8 Where the consent of the Superior Landlord is required under this lease, a consent shall only be valid if it would be valid as a consent given under the Superior Lease. Where the approval of the Superior Landlord is required under this lease, an approval shall only be valid if it would be valid as an approval given under the Superior Lease.

38.9 Where the Tenant requires the consent or approval of the Superior Landlord to any act or omission then, subject to the provisions of clause 1.11 the Landlord shall at the cost of the Tenant use all reasonable endeavours to obtain that consent or approval.

#### 39. **GOVERNING LAW**

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

#### 40. **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 agreement or its subject matter or formation (including non-contractual disputes or claims).

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

41.1 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 LTA 1954, applying to the tenancy created by this lease; and
- (b) whom the Tenant confirms was duly authorised by the Tenant to do so on its behalf made a statutory declaration dated in

accordance with the requirements of section 38A(3)(b) of the LTA 1954 a certified copy of which statutory declaration is annexed to this lease;

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

42. **TENANT'S BREAK CLAUSE**

42.1 The Tenant may terminate this lease by serving a Break Notice on the Landlord.

42.2 Following service of a Break Notice this lease shall terminate on the Break Date.

42.3 Termination of this lease on the Break Date shall not affect any other right or remedy that either party may have in relation to any earlier breach of this lease.

43. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

Save for the Superior Landlord any person who is not a party to this lease shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this lease. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

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

**EXECUTED** as a deed by Places For People  
Leisure Limited acting by a Director in the presence of:

.....  
Director

.....  
Name (in BLOCK CAPITALS)

Signature of witness.....  
Name (in BLOCK CAPITALS)

.....  
Address.....  
.....  
.....

EXECUTED as a Deed by  
the affixing of The Common  
Seal of The Sheffield City  
Council in the presence of:-

Authorised Signatory



Rev	Wall types added. Fire strategy comments incorporated			GK	24.07.14	
Description					By	Date
Client	Kier					
Job	Sheffield North Active					
Drawing	Proposed Ground Floor Plan					
Drawg. No.	P3963 - 210				Rev	A
Date	16/07/14	Scale	1 : 100		@ A1	
Design Status	GK		MJH	Approved	GK	
	Feasibility		Tender	Construction		
	Design		Contract	As Built		

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