

## **SCHEDULE 15**

### **Agreed form Property Documents**

**Part 1**  
**Head Lease**



2025

(1) THE SHEFFIELD CITY COUNCIL

and

(2) SPORTS AND LEISURE MANAGEMENT LIMITED

**LEASE**  
**relating to Beauchief Golf Course, Abbey Lane, Sheffield**

## CONTENTS



**PRESCRIBED CLAUSES**

<b>LR1</b>	<b>Date of lease</b>	
<b>LR2</b>	<b>Title number(s)</b>	<p><b>LR2.1 Landlord's title number(s)</b></p> <p>SYK608918</p> <p><b>LR2.2 Other title numbers</b></p> <p>None</p>
<b>LR3</b>	<b>Parties to this lease</b>	<p><b>Landlord</b></p> <p>The Sheffield City Council</p> <p><b>Tenant</b></p> <p>Sports and Leisure Management Limited</p> <p><b>Other parties</b></p> <p>None</p>
<b>LR4</b>	<b>Property</b>	<p><b>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</b></p> <p>Refer to the definition of "<b>Premises</b>" in clause 32 of this Lease</p>
<b>LR5</b>	<b>Prescribed statements etc.</b>	<p><b>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</b></p> <p>None</p> <p><b>LR5.2 This lease is made under, or by reference to, provisions of:</b></p> <p>None</p>
<b>LR6</b>	<b>Term for which the Property is leased</b>	The term as specified in this lease at clause 32 (the " <b>Term</b> ")
<b>LR7</b>	<b>Premium</b>	None

<b>LR8</b>	<b>Prohibitions or restrictions on disposing of this lease</b>	This lease contains a provision that prohibits or restricts dispositions
<b>LR9</b>	<b>Rights of acquisition etc.</b>	<p><b>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</b></p> <p>None</p> <p><b>LR9.2 Tenant's covenant to (or offer to) surrender this lease</b></p> <p>None</p> <p><b>LR9.3 Landlord's contractual rights to acquire this lease</b></p> <p>None</p>
<b>LR10</b>	<b>Restrictive covenants given in this lease by the Landlord in respect of land other than the Property</b>	None
<b>LR11</b>	<b>Easements</b>	<p><b>LR11.1 Easements granted by this lease for the benefit of the Property</b></p> <p>The easements as specified in schedule 2 of this lease</p> <p><b>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</b></p> <p>The easements as specified in schedule 1 of this lease</p>
<b>LR12</b>	<b>Estate rentcharge burdening the Property</b>	None
<b>LR13</b>	<b>Application for standard form of restriction</b>	None
<b>LR14</b>	<b>Declaration of trust where there is more than one person comprising the Tenant</b>	Not applicable

**THIS LEASE** is dated

**2025**

**BETWEEN**

- (1) **THE SHEFFIELD CITY COUNCIL** of Town Hall, Pinstone Street, Sheffield S1 2HH (the "**Landlord**");  
and
- (2) **SPORTS AND LEISURE MANAGEMENT Limited**, (company number 02204085) whose registered office is at 2 Watling Drive, Sketchley Meadows, Hinckley, England, LE10 3EY (the "**Tenant**").

**TERMS AGREED**

32. **Definitions and interpretation**

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

"1954 Act"	the Landlord and Tenant Act 1954;
"Adjoining Land"	the adjoining or neighbouring land of the Landlord but excluding the Premises;
"Authorised Use"	use for the purposes prescribed under the Leisure Agreement;
"Conducting Media"	all pipes, wires, cables, sewers, tanks, cisterns, pumps, ducts, drains and other service conducting media now or at any time during the Term serving the Premises and other adjoining land whether for gas, foul and surface water drainage, water, electricity, telephone, telecommunications or any other service to the Premises;
"this Lease"	this deed as varied or supplemented by any document which is supplemental to this deed;
"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 Landlord and (2) the Tenant relating to the provision of leisure and sporting centres and facilities with ancillary uses at the Premises;
"Plan 1"	the plan attached to this Lease at Appendix 1 and marked "Plan 1";
"Plan 2"	The plan attached to this Lease at Appendix 2 and marked "Plan 2"
"Plan 3"	The plan attached to this Lease at Appendix 3 and marked "Plan 3"

<b>"Planning Acts"</b>	the Town and Country Planning Act 1990 (as amended), the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990 and the Planning (Consequential Provisions) Act 1990 and all secondary legislation including but not limited to the Town and Country (General Permitted Development) Order 1995;
<b>"Premises"</b>	the land and buildings at Beauchief Golf Course shown edged red on Plan 1 but excluding the land shown coloured brown and mauve on Plan 2 together with all buildings, additions, alterations, improvements, and landlord's fixtures and fittings at the same from time to time as the same forms part of the land registered at the Land Registry under title number SYK608918 ;
<b>"Services"</b>	foul and surface water, drainage, gas, electricity, telephone, telecommunications and other services to or on the Premises and the Adjoining Land;
<b>"SLM Fitness and Health Operator"</b>	means SLM Fitness and Health Limited (company number 03813612) whose registered office is at 2 Watling Drive, Sketchley Meadows, Hinckley LE10 3EY
<b>"SLM Food and Beverage Operator"</b>	means SLM Food and Beverage Limited (company number 03813614) whose registered office is at 2 Watling Drive, Sketchley Meadows, Hinckley LE10 3EY
<b>"SLM Trust"</b>	means SLM Community Leisure Charitable Trust (company number 30005R) whose registered office is at 2 Watling Drive, Sketchley Meadows, Hinckley LE10 3EY
<b>"Term"</b>	the term of years from and including the date hereof and terminating on 31 March 2040 being the Expiry Date as defined in the Leisure Agreement;
<b>"Underlease"</b>	an underlease between (1) the Tenant and (2) SLM Community Leisure Charitable Trust substantially in the form of the draft attached to this lease at Appendix 2;
<b>"Yearly Rent"</b>	£1 (one pound) per annum (if demanded).

### 33. Interpretation

- 33.1 The expression "the Landlord" shall include the person for the time being entitled to the reversion immediately expectant on the determination of the Term while the expression "the Tenant" shall include the Tenant's successors in title and assigns.
- 33.2 Subject to and without prejudice to clause [ ] (*Change in Law*) of the Leisure Agreement, in this Lease references to any statute or statutory provision shall be deemed to refer to any statutory modification or re-enactment for the time being in force whether by statute or any

directives and regulations (intended to have direct application within the United Kingdom) adopted by the Council of the European Communities.

- 33.3 The headings are inserted for convenience only and shall be ignored in construing the terms and provisions of this Lease.
- 33.4 References in this Lease to any clause, schedule or paragraph of a schedule without further designation shall be construed as a reference to the Clause, schedule or paragraph of the schedule to this Lease so numbered.
- 33.5 Where there is any inconsistency between the terms of the Leisure Agreement and this Lease the Leisure Agreement shall prevail.

**34. Demise and rent**

In consideration of the rents and covenants on the part of the Tenant reserved and contained in this Lease the Landlord demises to the Tenant with full title guarantee all those the Premises together with the rights set out in schedule 2 excepting and reserving nevertheless unto the Landlord the rights and matters set out in schedule 1 and subject to (and where applicable with the benefit of) the matters referred to in schedule 3 to hold the same to the Tenant for the Term but determinable as provided later in this Lease yielding and paying the Yearly Rent throughout the Term if and when demanded.

**35. Tenant's covenants**

The Tenant covenants with the Landlord as follows:

**35.1 To pay rent**

To pay the Yearly Rent reserved in clause 34 if and when demanded.

**35.2 Signs**

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

35.2.2 Notwithstanding clause 4.2.1 the Tenant may erect and maintain its usual fascia display and signage (including projecting and illuminated signs) in its national trading or corporate style and/or colours from time to time without the consent of the Landlord.

35.2.3 The Landlord may require any signage erected by the Tenant to include confirmation of the Landlord's involvement in the operation of the Property in a format to be agreed by the Landlord and the Tenant (acting reasonably).

**35.3 Planning**

Subject to the terms of the Leisure Agreement not to do anything in breach of the Planning Acts and to give as soon as reasonably practicable full particulars to the Landlord of any

notice, proposal or order issued under the Planning Acts in respect of or affecting the Premises.

**35.4 User**

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

**35.5 Notices**

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

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

**35.6 Alienation**

35.6.1 Not to assign, underlet, charge, part with the possession or share the possession, use or occupation of the whole or any part or parts of the Premises nor enter into a binding agreement to do any of the same provided that the Landlord consents to the grant of the Underlease by the Tenant to SLM Trust and the right for the undertenant to grant one licence to occupy to SLM Fitness and Health Operator and one licence to occupy to SLM Food and Beverage Operator in substantially the same form as appended to this Lease.

35.6.2 The restriction detailed in clause 4.6.2 this shall not prohibit the Tenant from creating any floating charges over the Tenant's assets or undertakings.

**35.7 To yield up**

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

**36. Landlord's covenant**

The Landlord covenants with the Tenant that the Tenant shall and may peaceably and quietly hold and enjoy the Premises during the Term without any interruption by the Landlord or any person rightfully claiming under or in trust for the Landlord and to comply with their insurance obligations as set out in the Leisure Agreement.

**37. Provisos agreements and declarations**

Provided always and it is hereby expressly agreed as follows:

### **37.1 Remedies**

Any breach of the covenants and obligations in this Lease by the Tenant shall be dealt with by way of clause 37.2 and the remedies specified in the Leisure Agreement.

### **37.2 Early termination of the Term**

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

### **37.3 No implied Rights**

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

### **37.4 Security of Tenure - exclusion of sections 24 to 28 of the 1954 Act**

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

37.4.1.1 the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the 1954 Act applying to the tenancy created by this Lease; and

37.4.1.2 who was duly authorised by the Tenant to do so made a statutory declaration dated in accordance with the requirements of section 38A(3)(b) of the 1954 Act.

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

### **37.5 Notices**

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

### **37.6 Contracts (Rights of Third Parties) Act 1999**

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

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

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

**37.8 Warranty on Use**

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

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

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

**37.10 Exclusion of Liability**

37.10.1 Notwithstanding any other provisions in this lease the Tenant shall have no responsibility or liability whatsoever for the following:

- 37.10.1.1 the exceptions and reservations of the mines, minerals and other rights on enfranchisement as detailed in the property register of Title Number SYK608918 as at 18 FEB 2023 at 11:03:26;
- 37.10.1.2 the missing conveyance dated 13 October 1925 as detailed at entry 4 of the charges register of Title Number SYK608918 as at 18 FEB 2023 at 11:03:26;
- 37.10.1.3 Any action take which has a materially adverse effect on the Tenant's use of the Property pursuant to missing documents creating the reservation of rights detailed at paragraphs 3 and 4 of Schedule 3.

37.10.2 The Landlord shall be responsible for all such matters referred to in clause 6.10.1 and shall fully indemnify and hold harmless the Tenant against all liabilities, damages, costs or claims arising at any time resulting from all such matters in clause 6.10.1.

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



## **SCHEDULE 1**

### **EXCEPTIONS AND RESERVATIONS**

1. The free and uninterrupted passage and running of Services to and from the Adjoining Land in and through the Conducting Media which now are or may at any time hereafter during the Term be in, upon, through, under or over the Premises.
2. The right to maintain in, on, through, under or over the Premises at any time during the Term any easements or services for the benefit of the Adjoining Land, the right to connect into any Conducting Media on the Premises and the right to install and construct Conducting Media at the Premises to serve any part of the Adjoining Land.
3. The right at any time during the Term in accordance with the conditions for such entry included within the Leisure Agreement or otherwise (if no such conditions apply) at reasonable times and after reasonable prior written notice (except in an emergency when no notice shall be required) to enter upon the Premises to:
  - 3.1 inspect, maintain, relay, repair, replace or renew or execute any works whatever to or in connection with any of the Conducting Media easements or Services referred to in paragraphs 1 and 2 of this schedule 1;
  - 3.2 carry out any cleaning and or maintenance of the Landlord's Adjoining Land; or
  - 3.3 exercise any of the rights granted or reserved to the Landlord by this Lease or the Leisure Agreement,

the Landlord exercising such rights only if such works cannot reasonably be effected without such entry and causing as little inconvenience as possible and remedying any physical damage so caused to the Tenant's reasonable satisfaction.
4. All liberties, privileges, easements, quasi easements, rights and advantages whatsoever now held or enjoyed with or appertaining or reputed to appertain to any other part of the Adjoining Land provided always that those matters or any of them reserved pursuant to this paragraph do not materially interfere with the Tenant's proper performance and exercise of its obligations and rights contained in the Leisure Agreement.
5. The right to deal in any manner whatsoever with the Adjoining Land and to erect, maintain, rebuild or alter or suffer to be erected, maintained, rebuilt or altered thereon any buildings whatsoever.
6. The right of support and protection by and from the Premises for adjoining buildings (whether now in existence or erected during the term) situated on the Adjoining Land.
7. A right of way at all times on foot only for the public to pass and repass over and along the pathways and bridleways shown by black spotted lines on Plan 3;
8. A vehicular right of way for the Landlord and all persons expressly or by implication authorised by the Landlord to pass and repass over the accessways shown coloured brown on Plan 3;
9. A vehicular right of way for the Landlord and all persons expressly or by implication authorised by the Landlord to pass and repass on the part of the Premises five metres wide around the perimeter for the

purposes of pruning, felling, lopping or topping trees in the adjoining or neighbouring property of the Landlord the persons exercising such right making good any damage caused to the reasonable satisfaction of the Tenant;

10. The right to:

10.1 use, maintain, repair or renew:

10.1.1 the water supply shown by a blue line (marked "main") on Plan 3;

10.1.2 the telecommunications cable shown by an orange line on Plan 3; and

10.1.3 the surface water drain shown by a blue line (marked "SW") on Plan 3

10.2 lay, maintain, repair or renew gas and water supplies for the benefit of the land shown shaded blue on the Plan ("**the Blue Land**") over the land shown cross hatched black on Plan 3 at any time during the Term;

10.3 construct maintain repair and renew drainage pipes, a septic tank or cesspool and associated irrigation systems and all necessary fixtures to provide full drainage for the benefit of the Blue Land over the land hatched black and the land cross hatched black on Plan 3 at any time during the Term;

10.4 dedicate for public use at all times the permitted footpaths over the routes shown by the black dotted line on Plan 3.

Provided that the exercise of such rights shall be subject to the Landlord making good any physical damage caused in the exercise of such rights to the reasonable satisfaction of the Tenant.

11. The mines and minerals under the Premises and the airspace above the buildings on the Premises.

## **SCHEDULE 2**

### **RIGHTS GRANTED TO THE TENANT**

1. The right of support and protection by and from the Adjoining Land for the Premises and buildings (whether now in existence or erected during the term) situated on the Premises.
2. The free and uninterrupted passage and running of Services to and from the Premises in and through the Conducting Media which now are or may at any time hereafter during the Term be in, upon, through, under or over the Adjoining Land.
3. The right at any time during the Term in accordance with the conditions for such entry included within the Leisure Agreement or otherwise (if no such conditions apply) at reasonable times and after reasonable prior written notice (except in an emergency when no notice shall be required) to enter upon the Adjoining Land to:
  - 11.3 inspect, maintain, relay, repair, replace or renew or execute any works whatever to or in connection with any of the Conducting Media, easements or Services referred to in paragraph 2 of this schedule 2;
  - 11.4 carry out any cleaning and or maintenance of the Premises; or
  - 11.5 exercise any of the rights granted or reserved to the tenant by this Lease or the Leisure Agreement,

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

### **SCHEDULE 3**

#### **MATTERS SUBJECT TO WHICH THE LEASE IS GRANTED**

1. All subsisting rights easements and privileges belonging to or used or enjoyed by any adjoining or neighbouring premises whether or not belonging to the Landlord over or in respect of the Premises or any part thereof;
2. Subject to clause 6.10, all matters referred to on the registers of title numbers SYK608918;
3. Rights to the existing gas supply (shown by a green line on the Plan), water supply (shown by a broken blue line on Plan 3) and the telecommunications cable (shown by a broken orange line on Plan 3 for the benefit of Beauchief Hall and Beauchief Abbey Farm;
4. A wayleave agreement dated 16 February 1954 between (1) the Sheffield Corporation and (2) the Yorkshire Electricity Board for the supply of electricity to Beauchief Hall;
5. Assured shorthold tenancy dated 1 May 2023 relating to The Flat, Beauchief Golf Course and any periodic tenancy arising.

## SIGNATURE PAGE

**THE COMMON SEAL** of **THE SHEFFIELD CITY COUNCIL** was affixed in the presence of:

### **Authorised signatory**

Signature:

Name (in block capitals):

**EXECUTED** (but not delivered until the date hereof) as a **DEED** by **SPORTS AND LEISURE MANAGEMENT LTD** acting by , a director, in the presence of:

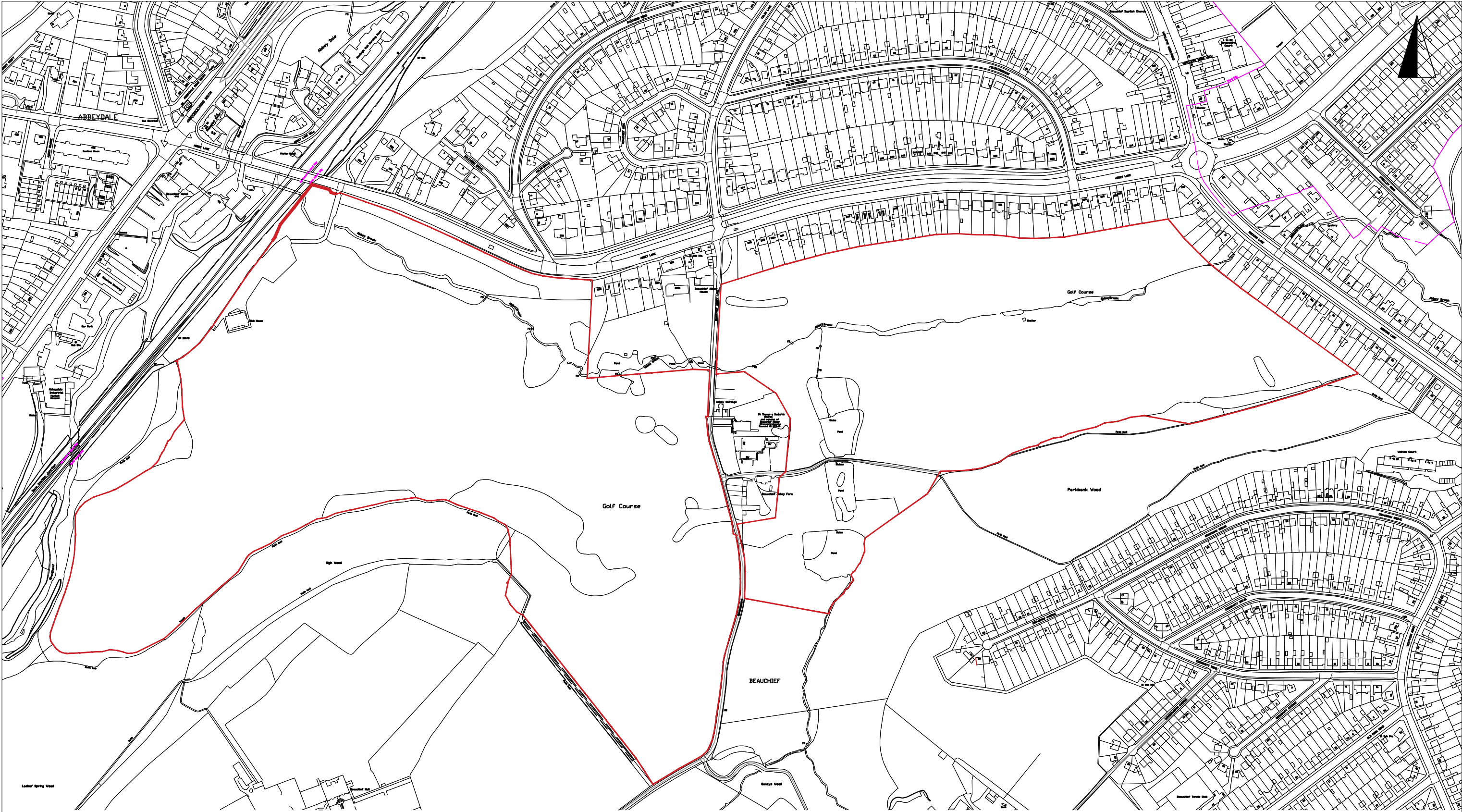
### **WITNESS**

Signature:

Name (in block capitals):

Address:

Occupation:



Notes:

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Building

Drawing Title  
Beauchief Golf Course  
Sheffield  
S8 ODB

Scale  
1:4000

Date  
06/11/2024

Location

Drawing No/File No

Rev.

Project Ref.

Drawn TW

A3





2025

(1) THE SHEFFIELD CITY COUNCIL

and

(2) SPORTS AND LEISURE MANAGEMENT LIMITED

**LEASE**  
**relating to Birley Wood Golf Course, Birley Lane, Sheffield**

## CONTENTS



# **PRESCRIBED CLAUSES**

<b>LR1</b>	<b>Date of lease</b>	
<b>LR2</b>	<b>Title number(s)</b>	<p><b>LR2.1</b> Landlord's title number(s)</p> <p>SYK202178 <a href="#">and DY287334 and SYK355009</a></p> <p><b>LR2.2</b> Other title numbers</p> <p>None</p>
<b>LR3</b>	<b>Parties to this lease</b>	<p><b>Landlord</b></p> <p>The Sheffield City Council</p> <p><b>Tenant</b></p> <p>Sports and Leisure Management Limited</p> <p><b>Other parties</b></p> <p>None</p>
<b>LR4</b>	<b>Property</b>	<p><b>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</b></p> <p>Refer to the definition of "<b>Premises</b>" in clause 1 of this Lease</p>
<b>LR5</b>	<b>Prescribed statements etc.</b>	<p><b>LR5.1</b> Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (Leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003</p> <p>None</p> <p><b>LR5.2</b> This lease is made under, or by reference to, provisions of:</p> <p>None</p>
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<b>LR14</b>	<b>Declaration of trust where there is more than one person comprising the Tenant</b>	Not applicable

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2025

**BETWEEN**

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"Premises"	the land and buildings at Birley Wood Golf Course shown edged red on the Plan together with all buildings, additions, alterations, improvements, and landlord's fixtures and fittings at the same from time to time as the same forms part of the land registered at the Land Registry under title number SYK202178 <a href="#">and</a> <a href="#">DY287334 and SYK355009</a> ;

<b>"Retained Land"</b>	the adjoining or neighbouring land of the Landlord but excluding the Premises;
<b>"Services"</b>	foul and surface water, drainage, gas, electricity, telephone, telecommunications and other services to or on the Premises and the Retained Land;
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## 2. Interpretation

- 2.1 The expression "the Landlord" shall include the person for the time being entitled to the reversion immediately expectant on the determination of the Term while the expression "the Tenant" shall include the Tenant's successors in title and assigns.
- 2.2 Subject to and without prejudice to clause **Error! Reference source not found.47** (*Change in Law*) of the Leisure Agreement, in this Lease references to any statute or statutory provision shall be deemed to refer to any statutory modification or re-enactment for the time being in force whether by statute or any directives and regulations (intended to have direct application within the United Kingdom) adopted by the Council of the European Communities.
- 2.3 The headings are inserted for convenience only and shall be ignored in construing the terms and provisions of this Lease.
- 2.4 References in this Lease to any clause, schedule or paragraph of a schedule without further designation shall be construed as a reference to the Clause, schedule or paragraph of the schedule to this Lease so numbered.
- 2.5 Where there is any inconsistency between the terms of the Leisure Agreement and this Lease the Leisure Agreement shall prevail.

### 3. **Demise and rent**

In consideration of the rents and covenants on the part of the Tenant reserved and contained in this Lease the Landlord demises to the Tenant with full title guarantee all those the Premises together with the rights set out in schedule 2 excepting and reserving nevertheless unto the Landlord the rights and matters set out in schedule 1 and subject to (and where applicable with the benefit of) the matters referred to in schedule 3 to hold the same to the Tenant for the Term but determinable as provided later in this Lease yielding and paying the Yearly Rent throughout the Term if and when demanded.

### 4. **Tenant's covenants**

The Tenant covenants with the Landlord as follows:

#### 4.1 **To pay rent**

To pay the Yearly Rent reserved in clause 3 [if and when demanded](#).

#### 4.2 **Signs**

Save where necessary to comply with its obligations under the Leisure Agreement not to affix, place or exhibit or permit or suffer to be affixed, placed or exhibited to or upon the exterior of any part of the Premises or to or through any windows or to or upon any boundary wall rail or fence at the Premises any sign, placard, poster, signboard or other advertisement save as may have been previously approved in writing by the Landlord such approval not to be unreasonably withheld or delayed. [The Tenant may erect and maintain its usual fascia display and signage \(including projecting and illuminated signs\) in its national trading or corporate style and/or colours from time to time without the consent of the Landlord](#)

#### 4.3 **Planning**

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

#### 4.4 **User**

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

#### 4.5 **Notices**

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

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

#### 4.6 **Alienation**

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

to do any of the same provided that the Landlord consents to the grant of the Underlease by the Tenant [to SLM Trust and the right for the undertenant to grant one licence to occupy to SLM Fitness and Health Operator and one licence to occupy to SLM Food and Beverage Operator in substantially the same form as appended to this Lease.](#)

#### **4.7 To yield up**

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

### **5. Landlord's covenant**

The Landlord covenants with the Tenant that the Tenant shall and may peaceably and quietly hold and enjoy the Premises during the Term without any interruption by the Landlord or any person rightfully claiming under or in trust for the Landlord [and to comply with their insurance obligations as set out in the Leisure Agreement.](#)

### **6. Provisos agreements and declarations**

Provided always and it is hereby expressly agreed as follows:

#### **6.1 Remedies**

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

#### **6.2 Early termination of the Term**

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

#### **6.3 No implied Rights**

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

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

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

6.4.1.1 the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the 1954 Act applying to the tenancy created by this Lease; and

6.4.1.2 who was duly authorised by the Tenant to do so made a statutory declaration dated in accordance with the requirements of section 38A(3)(b) of the 1954 Act.

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

**6.5 Notices**

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

**6.6 Contracts (Rights of Third Parties) Act 1999**

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

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

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

**6.8 Warranty on Use**

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

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

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

**6.10 Exclusion of Liability**

6.10.1 Notwithstanding any other provisions in this lease the Tenant shall have no responsibility or liability whatsoever for the following:

6.10.1.1 the exceptions and reservations of the mines, minerals and other rights on enfranchisement as detailed in the property register of Title Numbers SYK202178 and DY287334;

6.10.1.2 the rights relating to the air shaft referred to in the charges register of HM Land Registry Title SYK202178;

6.10.1.3 Any action take which has a materially adverse effect on the Tenant's use of the Property pursuant to missing documents creating the reservation of rights detailed at paragraphs 3 and 4 of Schedule 3.

6.10.2 The Landlord shall be responsible for all such matters referred to in clause 6.10.1 and shall fully indemnify and hold harmless the Tenant against all liabilities, damages, costs or claims arising at any time resulting from all such matters in clause 6.10.1.

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



## **SCHEDULE 1**

### **EXCEPTIONS AND RESERVATIONS**

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

8. The right to dedicate for public use at all times the permitted footpaths over the routes shown by the black dashed line on the Plan which have not been previously been dedicated for public use by the Landlord.
9. The mines and minerals under the Premises and the airspace above the buildings on the Premises.

## **SCHEDULE 2**

### **RIGHTS GRANTED TO THE TENANT**

1. The right of support and protection by and from the Retained Land for the Premises and buildings (whether now in existence or erected during the term) situated on the Premises.
2. The free and uninterrupted passage and running of Services to and from the Premises in and through the Conducting Media which now are or may at any time hereafter during the Term be in, upon, through, under or over the Retained Land.
3. The right at any time during the Term in accordance with the conditions for such entry included within the Leisure Agreement or otherwise (if no such conditions apply) at reasonable times and after reasonable prior written notice (except in an emergency when no notice shall be required) to enter upon the Retained Land to:
  - 9.3 inspect, maintain, relay, repair, replace or renew or execute any works whatever to or in connection with any of the Conducting Media, easements or Services referred to in paragraph 2 of this schedule 2;
  - 9.3 carry out any cleaning and or maintenance of the Premises; or
  - 9.4 exercise any of the rights granted or reserved to the tenant by this Lease or the Leisure Agreement,

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

### **SCHEDULE 3**

#### **MATTERS SUBJECT TO WHICH THE LEASE IS GRANTED**

1. All subsisting rights easements and privileges belonging to or used or enjoyed by any adjoining or neighbouring premises whether or not belonging to the Landlord over or in respect of the Premises or any part thereof;
2. All matters referred to on the registers of title numbers SYK202178;

## SIGNATURE PAGE

**THE COMMON SEAL** of **THE SHEFFIELD CITY COUNCIL** was affixed in the presence of:

### **Authorised signatory**

Signature:

Name (in block capitals):

**EXECUTED** (but not delivered until the date hereof) as a **DEED** by **SPORTS AND LEISURE MANAGEMENT LTD** acting by , a director, in the presence of:

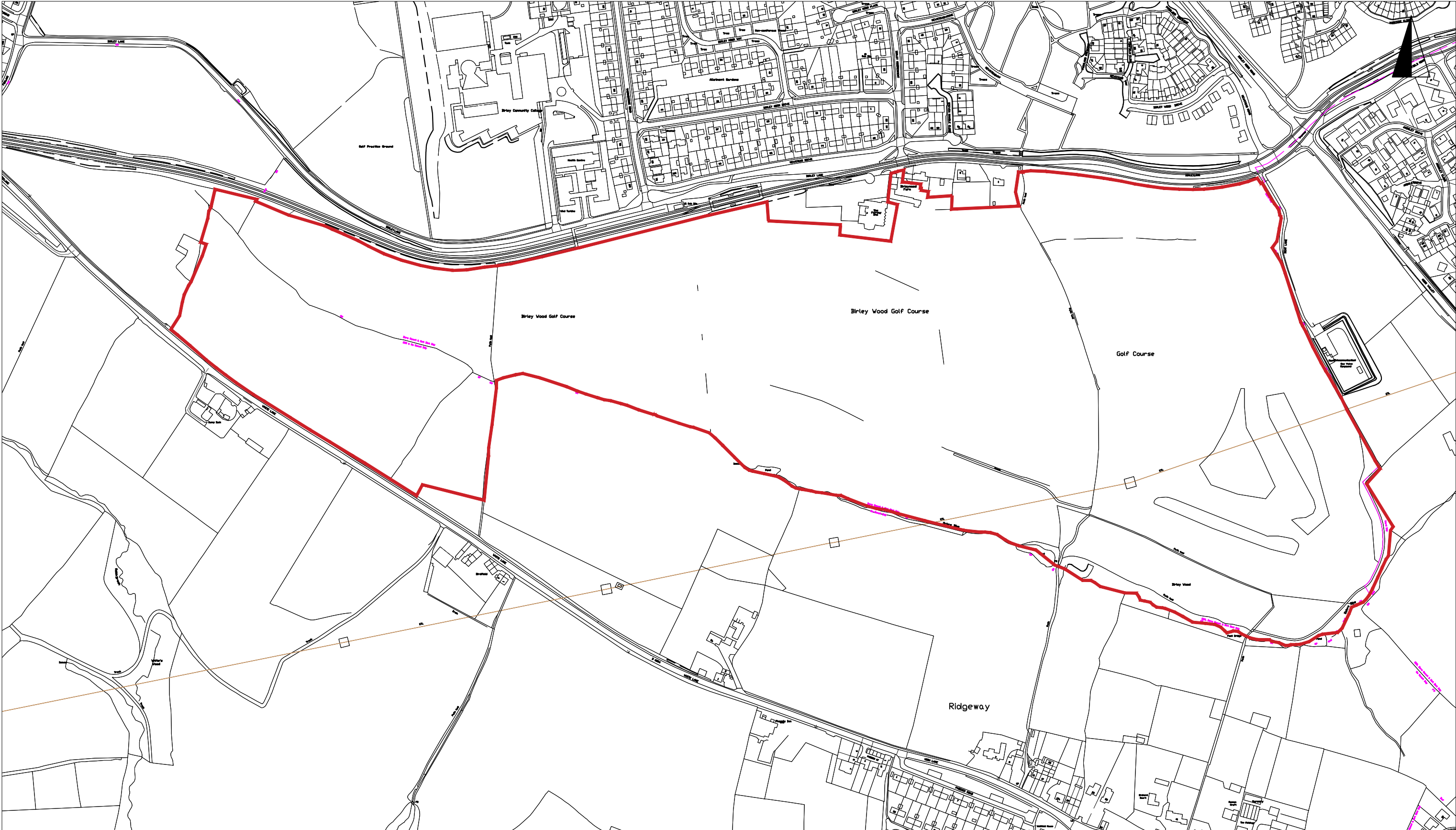
### **WITNESS**


Signature:

Name (in block capitals):

Address:

Occupation:



Notes:	Building	Drawing Title Birley Golf Course Sheffield S12 3BP	Scale 1:4000	
	Location	Drawing No/File No	Date 05/11/2024	
	Project Ref.	Drawn TW	Rev. A3	



2025

(1) THE SHEFFIELD CITY COUNCIL

and

(2) SPORTS AND LEISURE MANAGEMENT LIMITED

**LEASE**  
relating to Concord Sports Centre, Shiregreen, Sheffield

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## PRESCRIBED CLAUSES

<b>LR1</b>	<b>Date of lease</b>	
<b>LR2</b>	<b>Title number(s)</b>	<p><b>LR2.1 Landlord's title number(s)</b></p> <p>SYK632084</p> <p><b>LR2.2 Other title numbers</b></p> <p>None</p>
<b>LR3</b>	<b>Parties to this lease</b>	<p><b>Landlord</b></p> <p>The Sheffield City Council</p> <p><b>Tenant</b></p> <p>Sports and Leisure Management Limited</p> <p><b>Other parties</b></p> <p>None</p>
<b>LR4</b>	<b>Property</b>	<p><b>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</b></p> <p>Refer to the definition of "<b>Premises</b>" in clause 1 of this Lease</p>
<b>LR5</b>	<b>Prescribed statements etc.</b>	<p><b>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</b></p> <p>None</p> <p><b>LR5.2 This lease is made under, or by reference to, provisions of:</b></p> <p>None</p>
<b>LR6</b>	<b>Term for which the Property is leased</b>	The term as specified in this lease at clause 1 (the " <b>Term</b> ")
<b>LR7</b>	<b>Premium</b>	None

<b>LR8</b>	<b>Prohibitions or restrictions on disposing of this lease</b>	This lease contains a provision that prohibits or restricts dispositions
<b>LR9</b>	<b>Rights of acquisition etc.</b>	<p><b>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</b></p> <p>None</p> <p><b>LR9.2 Tenant's covenant to (or offer to) surrender this lease</b></p> <p>None</p> <p><b>LR9.3 Landlord's contractual rights to acquire this lease</b></p> <p>None</p>
<b>LR10</b>	<b>Restrictive covenants given in this lease by the Landlord in respect of land other than the Property</b>	None
<b>LR11</b>	<b>Easements</b>	<p><b>LR11.1 Easements granted by this lease for the benefit of the Property</b></p> <p>The easements as specified in schedule 2 of this lease</p> <p><b>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</b></p> <p>The easements as specified in schedule 1 of this lease</p>
<b>LR12</b>	<b>Estate rentcharge burdening the Property</b>	None
<b>LR13</b>	<b>Application for standard form of restriction</b>	None
<b>LR14</b>	<b>Declaration of trust where there is more than one person comprising the Tenant</b>	Not applicable

THIS LEASE is dated

2025

**BETWEEN**

- (1) **THE SHEFFIELD CITY COUNCIL** of Town Hall, Pinstone Street, Sheffield S1 2HH (the "**Landlord**"); and
- (2) **SPORTS AND LEISURE MANAGEMENT Limited**, (company number 02204085) whose registered office is at 2 Watling Drive, Sketchley Meadows, Hinckley, England, LE10 3EY (the "**Tenant**").

**TERMS AGREED**

**1. Definitions and interpretation**

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

"1954 Act"	the Landlord and Tenant Act 1954;
"Authorised Use"	use for the purposes prescribed under the Leisure Agreement;
"Conducting Media"	all pipes, wires, cables, sewers, tanks, cisterns, pumps, ducts, drains and other service conducting media now or at any time during the Term serving the Premises and other adjoining land whether for gas, foul and surface water drainage, water, electricity, telephone, telecommunications or any other service to the Premises;
"this Lease"	this deed as varied or supplemented by any document which is supplemental to this deed;
"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 Landlord and (2) the Tenant relating to the provision of leisure and sporting centres and facilities with ancillary uses at the Premises;
"Plan"	the plan attached to this Lease at Appendix 1;
"Planning Acts"	the Town and Country Planning Act 1990 (as amended), the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990 and the Planning (Consequential Provisions) Act 1990 and all secondary legislation including but not limited to the Town and Country (General Permitted Development) Order 1995;
"Premises"	the land and buildings at Concord Sports Centre, Sheffield shown edged red on the Plan together with all buildings, additions, alterations, improvements, and landlord's fixtures and fittings at the same from time to time as the same forms part of the land registered at the Land Registry under title number SYK632084;

"Retained Land"	the adjoining or neighbouring land of the Landlord but excluding the Premises;
"Services"	foul and surface water, drainage, gas, electricity, telephone, telecommunications and other services to or on the Premises and the Retained Land;
<u>"SLM Fitness and Health Operator"</u>	<u>means SLM Fitness and Health Limited (company number 03813612) whose registered office is at 2 Watling Drive, Sketchley Meadows, Hinckley LE10 3EY</u>
<u>"SLM Food and Beverage Operator"</u>	<u>means SLM Food and Beverage Limited (company number 03813614) whose registered office is at 2 Watling Drive, Sketchley Meadows, Hinckley LE10 3EY</u>
<u>"SLM Trust"</u>	<u>means SLM Community Leisure Charitable Trust (company number 30005R) whose registered office is at 2 Watling Drive, Sketchley Meadows, Hinckley LE10 3EY</u>
"Term"	the term of years from and including the date hereof and terminating on 31 March 2040 being the Expiry Date as defined in the Leisure Agreement;
"Underlease"	an underlease between (1) the Tenant and (2) SLM Community Leisure Charitable Trust substantially in the form of the draft attached to this lease at Appendix 2;
"Yearly Rent"	£1 (one pound) per annum (if demanded).

## 2. Interpretation

- 2.1 The expression "the **Landlord**" shall include the person for the time being entitled to the reversion immediately expectant on the determination of the Term while the expression "the **Tenant**" shall include the Tenant's successors in title and assigns.
- 2.2 Subject to and without prejudice to clause 47 (*Change in Law*) of the Leisure Agreement, in this Lease references to any statute or statutory provision shall be deemed to refer to any statutory modification or re-enactment for the time being in force whether by statute or any directives and regulations (intended to have direct application within the United Kingdom) adopted by the Council of the European Communities.
- 2.3 The headings are inserted for convenience only and shall be ignored in construing the terms and provisions of this Lease.
- 2.4 References in this Lease to any clause, schedule or paragraph of a schedule without further designation shall be construed as a reference to the Clause, schedule or paragraph of the schedule to this Lease so numbered.

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

### **3. Demise and rent**

In consideration of the rents and covenants on the part of the Tenant reserved and contained in this Lease the Landlord demises to the Tenant with full title guarantee all those the Premises together with the rights set out in schedule 2 excepting and reserving nevertheless unto the Landlord the rights and matters set out in schedule 1 and subject to (and where applicable with the benefit of) the matters referred to in schedule 3 to hold the same to the Tenant for the Term but determinable as provided later in this Lease yielding and paying the Yearly Rent throughout the Term if and when demanded.

### **4. Tenant's covenants**

The Tenant covenants with the Landlord as follows:

#### **4.1 To pay rent**

To pay the Yearly Rent reserved in clause 3 [if and when demanded](#).

#### **4.2 Signs**

Save where necessary to comply with its obligations under the Leisure Agreement not to affix, place or exhibit or permit or suffer to be affixed, placed or exhibited to or upon the exterior of any part of the Premises or to or through any windows or to or upon any boundary wall rail or fence at the Premises any sign, placard, poster, signboard or other advertisement save as may have been previously approved in writing by the Landlord such approval not to be unreasonably withheld or delayed. [The Tenant may erect and maintain its usual fascia display and signage \(including projecting and illuminated signs\) in its national trading or corporate style and/or colours from time to time without the consent of the Landlord](#)

#### **4.3 Planning**

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

#### **4.4 User**

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

#### **4.5 Notices**

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

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Not to assign, underlet, charge, part with the possession or share the possession, use or occupation of the whole or any part or parts of the Premises nor enter into a binding agreement to do any of the same provided that the Landlord consents to the grant of the Underlease by the Tenant [to SLM Trust and the right for the undertenant to grant one licence to occupy to SLM Fitness and Health Operator and one licence to occupy to SLM Food and Beverage Operator in substantially the same form as appended to this Lease.](#)

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

### 5. Landlord's covenant

The Landlord covenants with the Tenant that the Tenant shall and may peaceably and quietly hold and enjoy the Premises during the Term without any interruption by the Landlord or any person rightfully claiming under or in trust for the Landlord [and to comply with their insurance obligations as set out in the Leisure Agreement.](#)

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Provided always and it is hereby expressly agreed as follows:

#### 6.1 Remedies

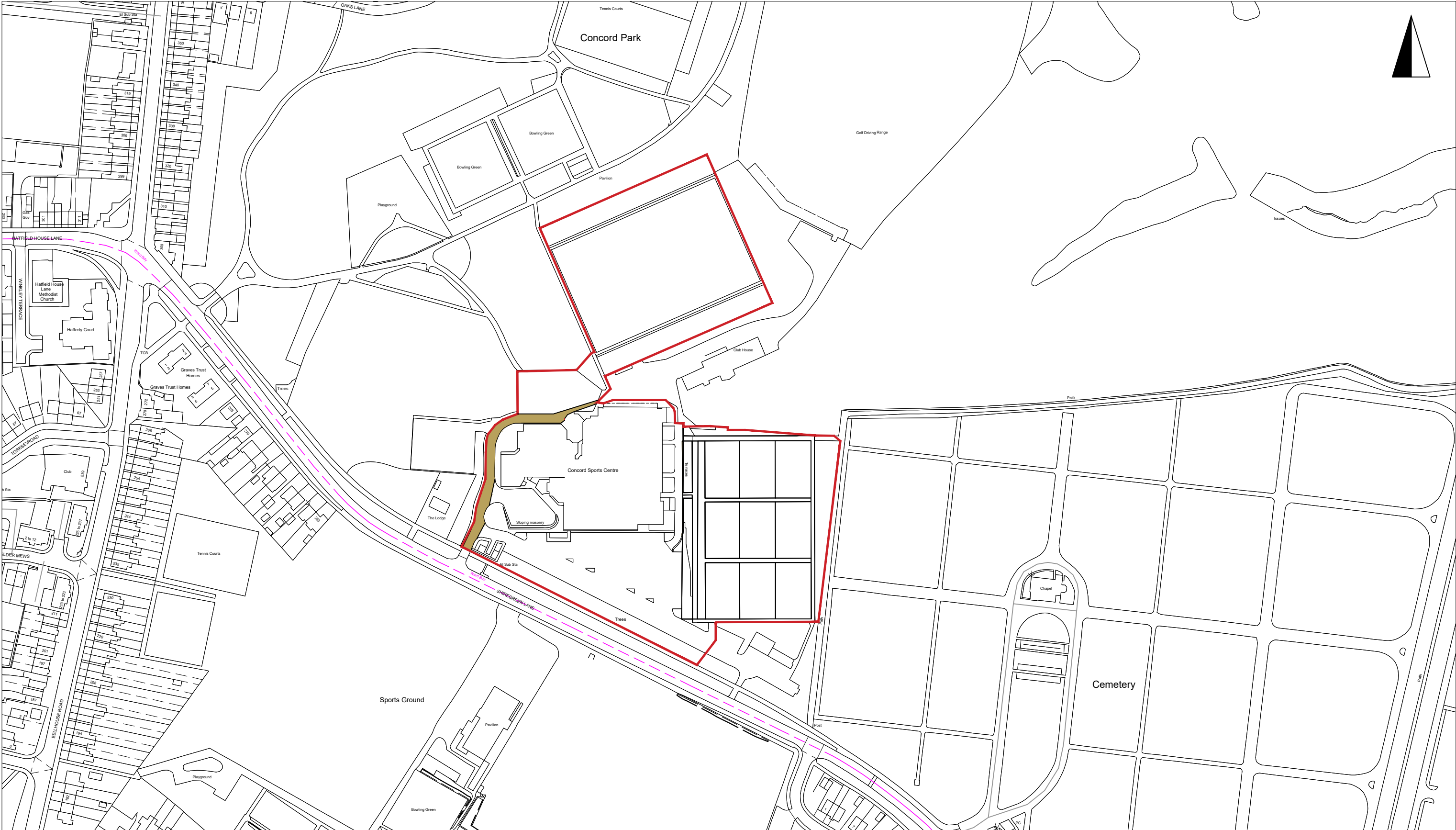
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#### 6.2 Early termination of the Term

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

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



<div>Notes:</div> <div>Brown hatching access indicates rights reserved</div> <div><small>COPYRIGHT Maps are reproduced from Ordnance Survey with permission of HMSO. OS License No. 100018816. This drawing is protected by copyright. The Copyright owner is Sheffield City Council.</small></div>	Building	Drawing Title	Scale	<div>Sheffield City Council</div> <div></div>
	Location	Concord Sports Centre Sheffield S5 6AE	1:2000	
	Project Ref.	Drawing No/File No	Date 05/11/2024	
		Drawn TW	Rev.	
			A3	

restrict or prejudicially affect the future rebuilding alteration or development of the Retained Land or such other property.

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

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

6.4.1.1 the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the 1954 Act applying to the tenancy created by this Lease; and

6.4.1.2 who was duly authorised by the Tenant to do so made a statutory declaration dated in accordance with the requirements of section 38A(3)(b) of the 1954 Act.

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The service and receipt of notices shall be undertaken in accordance with the terms of the Lease Agreement.

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

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



## SCHEDULE 1

### EXCEPTIONS AND RESERVATIONS

1. The free and uninterrupted passage and running of Services to and from the Retained Land in and through the Conducting Media which now are or may at any time hereafter during the Term be in, upon, through, under or over the Premises.
2. The right to maintain in, on, through, under or over the Premises at any time during the Term any easements or services for the benefit of the Retained Land, the right to connect into any Conducting Media on the Premises and the right to install and construct Conducting Media at the Premises to serve any part of the Retained Land.
3. The right at any time during the Term in accordance with the conditions for such entry included within the Leisure Agreement or otherwise (if no such conditions apply) at reasonable times and after reasonable prior written notice (except in an emergency when no notice shall be required) to enter upon the Premises to:
  - 3.1 inspect, maintain, relay, repair, replace or renew or execute any works whatever to or in connection with any of the Conducting Media easements or Services referred to in paragraphs 1 and 2 of this schedule 1;
  - 3.2 carry out any cleaning and or maintenance of the Landlord's Retained Land; or
  - 3.3 exercise any of the rights granted or reserved to the Landlord by this Lease or the Leisure Agreement,

the Landlord exercising such rights only if such works cannot reasonably be effected without such entry and causing as little inconvenience as possible and remedying any physical damage so caused to the Tenant's reasonable satisfaction.
4. All liberties, privileges, easements, quasi easements, rights and advantages whatsoever now held or enjoyed with or appertaining or reputed to appertain to any other part of the Retained Land provided always that those matters or any of them reserved pursuant to this paragraph do not materially interfere with the Tenant's proper performance and exercise of its obligations and rights contained in the Leisure Agreement
5. The right to a vehicular right of way for the Landlord its tenants servants or agents and all others authorised by it over the access ways shown coloured green and green hatched black on the Plan subject to the Tenant being able to close off access over the area coloured green hatched black on provision of an alternative vehicular access route from the maintenance depot on Shiregreen Lane at position A on the Plan such alternative route to be reasonably satisfactory to the Landlord.
6. The right for the Landlord to dedicate for public use at all times hereafter the permitted footpaths over the routes shown by a black dotted line on the Plan;
7. The right during the Term to lay and thereafter maintain any Conducting Media under those parts of the Premises which are not built upon from time to time subject to the Landlord making good any damage caused as a result of the exercise of such right to the reasonable satisfaction of the Tenant.

8. The right to deal in any manner whatsoever with the Retained Land and to erect, maintain, rebuild or alter or suffer to be erected, maintained, rebuilt or altered thereon any buildings whatsoever.
9. The right of support and protection by and from the Premises for adjoining buildings (whether now in existence or erected during the term) situated on the Retained Land.
10. The mines and minerals under the Premises and the airspace above the buildings on the Premises.

## **SCHEDULE 2**

### **RIGHTS GRANTED TO THE TENANT**

1. The right of support and protection by and from the Retained Land for the Premises and buildings (whether now in existence or erected during the term) situated on the Premises.
2. The free and uninterrupted passage and running of Services to and from the Premises in and through the Conducting Media which now are or may at any time hereafter during the Term be in, upon, through, under or over the Retained Land.
3. The right at any time during the Term in accordance with the conditions for such entry included within the Leisure Agreement or otherwise (if no such conditions apply) at reasonable times and after reasonable prior written notice (except in an emergency when no notice shall be required) to enter upon the Retained Land to:
  - 3.1 inspect, maintain, relay, repair, replace or renew or execute any works whatever to or in connection with any of the Conducting Media, easements or Services referred to in paragraph 2 of this schedule 2;
  - 3.2 carry out any cleaning and or maintenance of the Premises; or
  - 3.3 exercise any of the rights granted or reserved to the tenant by this Lease or the Leisure Agreement,

the Tenant exercising such rights only if such works cannot reasonably be effected without such entry and causing as little inconvenience as possible and remedying any physical damage so caused to the Landlord's reasonable satisfaction
4. All rights easements quasi-easements privileges rights in the nature of easements as are now used or enjoyed in connection with the use of the Premises.

### **SCHEDULE 3**

#### **MATTERS SUBJECT TO WHICH THE LEASE IS GRANTED**

1. All subsisting rights easements and privileges belonging to or used or enjoyed by any adjoining or neighbouring premises whether or not belonging to the Landlord over or in respect of the Premises or any part thereof;
2. All matters referred to on the registers of title numbers SYK632084;
3. The public footpaths shown by a dashed black line on the Plan and the permitted footpaths shown by a dotted black line on the Plan.

## SIGNATURE PAGE

**THE COMMON SEAL** of **THE SHEFFIELD CITY COUNCIL** was affixed in the presence of:

**Authorised  
signatory**

Signature:

Name (in block capitals):

**EXECUTED** (but not delivered until the date hereof) as a **DEED** by **SPORTS AND LEISURE MANAGEMENT LTD** acting by , a director, in the presence of:

**WITNESS**

Signature:

Name (in block capitals):

Address:

Occupation:



2025

(1) THE SHEFFIELD CITY COUNCIL

and

(2) SPORTS AND LEISURE MANAGEMENT LIMITED

**LEASE**  
relating to English Institute of Sport, Attercliffe Common, Sheffield

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## PRESCRIBED CLAUSES

<b>LR1</b>	<b>Date of lease</b>	
<b>LR2</b>	<b>Title number(s)</b>	<p><b>LR2.1 Landlord's title number(s)</b></p> <p><a href="#">SYK496164TBC</a></p> <p><b>LR2.2 Other title numbers</b></p> <p>None</p>
<b>LR3</b>	<b>Parties to this lease</b>	<p><b>Landlord</b></p> <p>The Sheffield City Council</p> <p><b>Tenant</b></p> <p>Sports and Leisure Management Limited</p> <p><b>Other parties</b></p> <p>None</p>
<b>LR4</b>	<b>Property</b>	<p><b>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</b></p> <p>Refer to the definition of "<b>Premises</b>" in clause 1 of this Lease</p>
<b>LR5</b>	<b>Prescribed statements etc.</b>	<p><b>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</b></p> <p>None</p> <p><b>LR5.2 This lease is made under, or by reference to, provisions of:</b></p> <p>None</p>
<b>LR6</b>	<b>Term for which the Property is leased</b>	The term as specified in this lease at clause 1 (the " <b>Term</b> ")
<b>LR7</b>	<b>Premium</b>	None



<b>LR8</b>	<b>Prohibitions or restrictions on disposing of this lease</b>	This lease contains a provision that prohibits or restricts dispositions
<b>LR9</b>	<b>Rights of acquisition etc.</b>	<p><b>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</b></p> <p>None</p> <p><b>LR9.2 Tenant's covenant to (or offer to) surrender this lease</b></p> <p>None</p> <p><b>LR9.3 Landlord's contractual rights to acquire this lease</b></p> <p>None</p>
<b>LR10</b>	<b>Restrictive covenants given in this lease by the Landlord in respect of land other than the Property</b>	None
<b>LR11</b>	<b>Easements</b>	<p><b>LR11.1 Easements granted by this lease for the benefit of the Property</b></p> <p>The easements as specified in schedule 2 of this lease</p> <p><b>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</b></p> <p>The easements as specified in schedule 1 of this lease</p>
<b>LR12</b>	<b>Estate rentcharge burdening the Property</b>	None
<b>LR13</b>	<b>Application for standard form of restriction</b>	None
<b>LR14</b>	<b>Declaration of trust where there is more than one person comprising the Tenant</b>	Not applicable

**THIS LEASE** is dated

**2025**

**BETWEEN**

- (1) **THE SHEFFIELD CITY COUNCIL** of Town Hall, Pinstone Street, Sheffield S1 2HH, (the "**Landlord**");  
and
- (2) **SPORTS AND LEISURE MANAGEMENT LIMITED**, (company number 02204085) whose registered office is at 2 Watling Drive, Sketchley Meadows, Hinckley, England, LE10 3EY (the "**Tenant**").

**TERMS AGREED**

**1. Definitions and interpretation**

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

"1954 Act"	the Landlord and Tenant Act 1954;
"Authorised Use"	use for the purposes prescribed under the Leisure Agreement;
"Conducting Media"	all pipes, wires, cables, sewers, tanks, cisterns, pumps, ducts, drains and other service conducting media now or at any time during the Term serving the Premises and other adjoining land whether for gas, foul and surface water drainage, water, electricity, telephone, telecommunications or any other service to the Premises;

<b>"Existing Sub-Underleases"</b>	<ul style="list-style-type: none"> <li>(a) Lease of offices dated 6 June 2019 between (1) Sheffield City Trust and (2) The National Ice Skating Association of the United Kingdom Limited;</li> <li>(b) Lease of offices and halls dated 2 November 2018 between (1) Sheffield City Trust and (2) British Amateur Boxing Association Limited;</li> <li>(c) Lease of office and storage space dated 4 September 2019 between (1) Sheffield City Trust and (2) Sheffield Hallam University;</li> <li>(d) Lease of offices FF16, FF17 and FF18 dated 3 December 2021 between (1) Sheffield City Trust and (2) British Para Table Tennis Limited;</li> <li>(e) Lease of offices FF17, FF18 and FF19 dated 8 June 2021 between (1) Sheffield City Trust and (2) GoalBallUK;</li> <li>(f) Lease of sport science and medicine facilities dated 15 December 2022 between (1) Sheffield City Trust and (2) EISL;</li> <li>(g) Lease of England Netball area (G42) dated 29 December 2022 between (1) Sheffield City Trust and (2) England Netball</li> <li>(h) Lease of Para Badminton area undated between (1) Sheffield City Trust and (2) Badminton Association of England Limited;</li> <li>(i) Lease of office FF4 dated 1 December 2022 between (1) Sheffield City Trust and (2) David Ireson t/a Envisage Training</li> </ul>
<b>"Headlease"</b>	the lease under which the Landlord holds the Premises dated with today's date and made between (1) Phoenix Sports Limited and (2) the Landlord;
<b>"this Lease"</b>	this deed as varied or supplemented by any document which is supplemental to this deed;
<b>"Leisure Agreement"</b>	the agreement (and any agreement made supplemental to or in variation thereof from time to time) entered on today's date between (1) the Landlord and (2) the Tenant relating to the provision of leisure and sporting centres and facilities with ancillary uses at the Premises;
<b>"Plan"</b>	the plan attached to this Lease at Appendix 1;

<b>"Planning Acts"</b>	the Town and Country Planning Act 1990 (as amended), the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990 and the Planning (Consequential Provisions) Act 1990 and all secondary legislation including but not limited to the Town and Country (General Permitted Development) Order 1995;
<b>"Premises"</b>	the land and buildings at English Institute of Sport, Sheffield shown edged red on the Plan together with all buildings, additions, alterations, improvements, and landlord's fixtures and fittings at the same from time to time as the same forms part of the land registered at the Land Registry under title number SYK496164;
<b>"Retained Land"</b>	the adjoining or neighbouring land of the Landlord but excluding the Premises;
<b>"Services"</b>	foul and surface water, drainage, gas, electricity, telephone, telecommunications and other services to or on the Premises and the Retained Land;
<b><u>"SLM Fitness and Health Operator"</u></b>	<u>means SLM Fitness and Health Limited (company number 03813612) whose registered office is at 2 Watling Drive, Sketchley Meadows, Hinckley LE10 3EY</u>
<b><u>"SLM Food and Beverage Operator"</u></b>	<u>means SLM Food and Beverage Limited (company number 03813614) whose registered office is at 2 Watling Drive, Sketchley Meadows, Hinckley LE10 3EY</u>
<b><u>"SLM Trust"</u></b>	<u>means SLM Community Leisure Charitable Trust (company number 30005R) whose registered office is at 2 Watling Drive, Sketchley Meadows, Hinckley LE10 3EY</u>
<b>"Term"</b>	the term of years from and including the date hereof and terminating on 31 March 2040 being the Expiry Date as defined in the Leisure Agreement;
<b>"Underlease"</b>	an underlease between (1) the Tenant and (2) SLM Community Leisure Charitable Trust substantially in the form of the draft attached to this lease at Appendix 2;
<b>"Yearly Rent"</b>	£1 (one pound) per annum (if demanded).

## 2. Interpretation

- 2.1 The expression "the **Landlord**" shall include the person for the time being entitled to the reversion immediately expectant on the determination of the Term while the expression "the **Tenant**" shall include the Tenant's successors in title and assigns.
- 2.2 Subject to and without prejudice to clause 47 (*Change in Law*) of the Leisure Agreement, in this Lease references to any statute or statutory provision shall be deemed to refer to any

statutory modification or re-enactment for the time being in force whether by statute or any directives and regulations (intended to have direct application within the United Kingdom) adopted by the Council of the European Communities.

- 2.3 The headings are inserted for convenience only and shall be ignored in construing the terms and provisions of this Lease.
- 2.4 References in this Lease to any clause, schedule or paragraph of a schedule without further designation shall be construed as a reference to the Clause, schedule or paragraph of the schedule to this Lease so numbered.
- 2.5 Where there is any inconsistency between the terms of the Leisure Agreement and this Lease the Leisure Agreement shall prevail.

### **3. Demise and rent**

In consideration of the rents and covenants on the part of the Tenant reserved and contained in this Lease the Landlord demises to the Tenant with full title guarantee all those the Premises together with the rights set out in schedule 2 excepting and reserving nevertheless unto the Landlord the rights and matters set out in schedule 1 and subject to (and where applicable with the benefit of) the matters referred to in schedule 3 to hold the same to the Tenant for the Term but determinable as provided later in this Lease yielding and paying the Yearly Rent throughout the Term if and when demanded.

### **4. Tenant's covenants**

The Tenant covenants with the Landlord as follows:

#### **4.1 To pay rent**

To pay the Yearly Rent reserved in clause 3 [if and when demanded](#).

#### **4.2 Signs**

Save where necessary to comply with its obligations under the Leisure Agreement not to affix, place or exhibit or permit or suffer to be affixed, placed or exhibited to or upon the exterior of any part of the Premises or to or through any windows or to or upon any boundary wall rail or fence at the Premises any sign, placard, poster, signboard or other advertisement save as may have been previously approved in writing by the Landlord such approval not to be unreasonably withheld or delayed. [The Tenant may erect and maintain its usual fascia display and signage \(including projecting and illuminated signs\) in its national trading or corporate style and/or colours from time to time without the consent of the Landlord](#)

#### **4.3 Planning**

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

#### **4.4 User**

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

#### **4.5 Notices**

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

#### **4.6 Alienation**

Not to assign, underlet, charge, part with the possession or share the possession, use or occupation of the whole or any part or parts of the Premises nor enter into a binding agreement to do any of the same provided that the Landlord consents to the grant of the Underlease by the Tenant [to SLM Trust and the right for the undertenant to grant one licence to occupy to SLM Fitness and Health Operator and one licence to occupy to SLM Food and Beverage Operator in substantially the same form as appended to this Lease.](#)[\[ALSO NEED TO INCLUDE LEASE TO NCSEM\]](#)

#### **4.7 To yield up**

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

### **5. Landlord's covenant**

The Landlord covenants with the Tenant that the Tenant shall and may peaceably and quietly hold and enjoy the Premises during the Term without any interruption by the Landlord or any person rightfully claiming under or in trust for the Landlord [and to comply with their insurance obligations as set out in the Leisure Agreement.](#)

### **6. Provisos agreements and declarations**

Provided always and it is hereby expressly agreed as follows:

#### **6.1 Remedies**

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

#### **6.2 Early termination of the Term**

If the Leisure Agreement is terminated or determines for any reason in accordance with the terms of the Leisure Agreement then this Lease shall automatically determine on the same date without any further notice being served under this Lease but without prejudice to any

claim by either party against the other in respect of any antecedent breach of any covenant or condition contained in this Lease and on such determination it shall be lawful for the Landlord at any time thereafter to re-enter the Premises or any part of the Premises in the name of the whole.

### **6.3 No implied Rights**

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

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

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

6.4.1.1 the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the 1954 Act applying to the tenancy created by this Lease; and

6.4.1.2 who was duly authorised by the Tenant to do so made a statutory declaration dated in accordance with the requirements of section 38A(3)(b) of the 1954 Act.

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

### **6.5 Notices**

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

### **6.6 Contracts (Rights of Third Parties) Act 1999**

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

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

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

### **6.8 Warranty on Use**

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

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

The Landlord enters into this Lease solely in its capacity as a landowner in respect of the Premises and not in any other capacity. Nothing in this Lease shall restrict the Landlord's

powers or rights as a local authority, local planning authority or statutory body to perform any of its statutory functions.

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



## **SCHEDULE 1**

### **EXCEPTIONS AND RESERVATIONS**

1. The free and uninterrupted passage and running of Services to and from the Retained Land in and through the Conducting Media which now are or may at any time hereafter during the Term be in, upon, through, under or over the Premises.
2. The right to maintain in, on, through, under or over the Premises at any time during the Term any easements or services for the benefit of the Retained Land, the right to connect into any Conducting Media on the Premises and the right to install and construct Conducting Media at the Premises to serve any part of the Retained Land.
3. The right at any time during the Term in accordance with the conditions for such entry included within the Leisure Agreement or otherwise (if no such conditions apply) at reasonable times and after reasonable prior written notice (except in an emergency when no notice shall be required) to enter upon the Premises to:
  - 3.1 inspect, maintain, relay, repair, replace or renew or execute any works whatever to or in connection with any of the Conducting Media easements or Services referred to in paragraphs 1 and 2 of this schedule 1;
  - 3.2 carry out any cleaning and or maintenance of the Landlord's Retained Land; or
  - 3.3 exercise any of the rights granted or reserved to the Landlord by the Headlease, this Lease or the Leisure Agreement,

the Landlord exercising such rights only if such works cannot reasonably be effected without such entry and causing as little inconvenience as possible and remedying any physical damage so caused to the Tenant's reasonable satisfaction.
4. All liberties, privileges, easements, quasi easements, rights and advantages whatsoever now held or enjoyed with or appertaining or reputed to appertain to any other part of the Retained Land provided always that those matters or any of them reserved pursuant to this paragraph do not materially interfere with the Tenant's proper performance and exercise of its obligations and rights contained in the Leisure Agreement
5. The right to deal in any manner whatsoever with the Retained Land and to erect, maintain, rebuild or alter or suffer to be erected, maintained, rebuilt or altered thereon any buildings whatsoever.
6. The right of support and protection by and from the Premises for adjoining buildings (whether now in existence or erected during the term) situated on the Retained Land.

## **SCHEDULE 2**

### **RIGHTS GRANTED TO THE TENANT**

1. The right of support and protection by and from the Retained Land for the Premises and buildings (whether now in existence or erected during the term) situated on the Premises.
2. The free and uninterrupted passage and running of Services to and from the Premises in and through the Conducting Media which now are or may at any time hereafter during the Term be in, upon, through, under or over the Retained Land.
3. The right at any time during the Term in accordance with the conditions for such entry included within the Leisure Agreement or otherwise (if no such conditions apply) at reasonable times and after reasonable prior written notice (except in an emergency when no notice shall be required) to enter upon the Retained Land to:
  - 3.1 inspect, maintain, relay, repair, replace or renew or execute any works whatever to or in connection with any of the Conducting Media, easements or Services referred to in paragraph 2 of this schedule 2;
  - 3.2 carry out any cleaning and or maintenance of the Premises; or
  - 3.3 exercise any of the rights granted or reserved to the tenant by this Lease or the Leisure Agreement,

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

### **SCHEDULE 3**

#### **MATTERS SUBJECT TO WHICH THE LEASE IS GRANTED**

1. All subsisting rights easements and privileges belonging to or used or enjoyed by any adjoining or neighbouring premises whether or not belonging to the Landlord over or in respect of the Premises or any part thereof;
2. ~~All matters referred to on the registers of title numbers SYK496164;~~
- 3.2. The Headlease and the Existing Sub-Underleases.

## SIGNATURE PAGE

**THE COMMON SEAL** of **THE SHEFFIELD CITY COUNCIL** was affixed in the presence of:

**Authorised  
signatory**

Signature:

Name (in block  
capitals):

**EXECUTED** (but not delivered until the date  
hereof) as a **DEED** by **SPORTS AND  
LEISURE MANAGEMENT LTD** acting by ,  
a director, in the presence of:

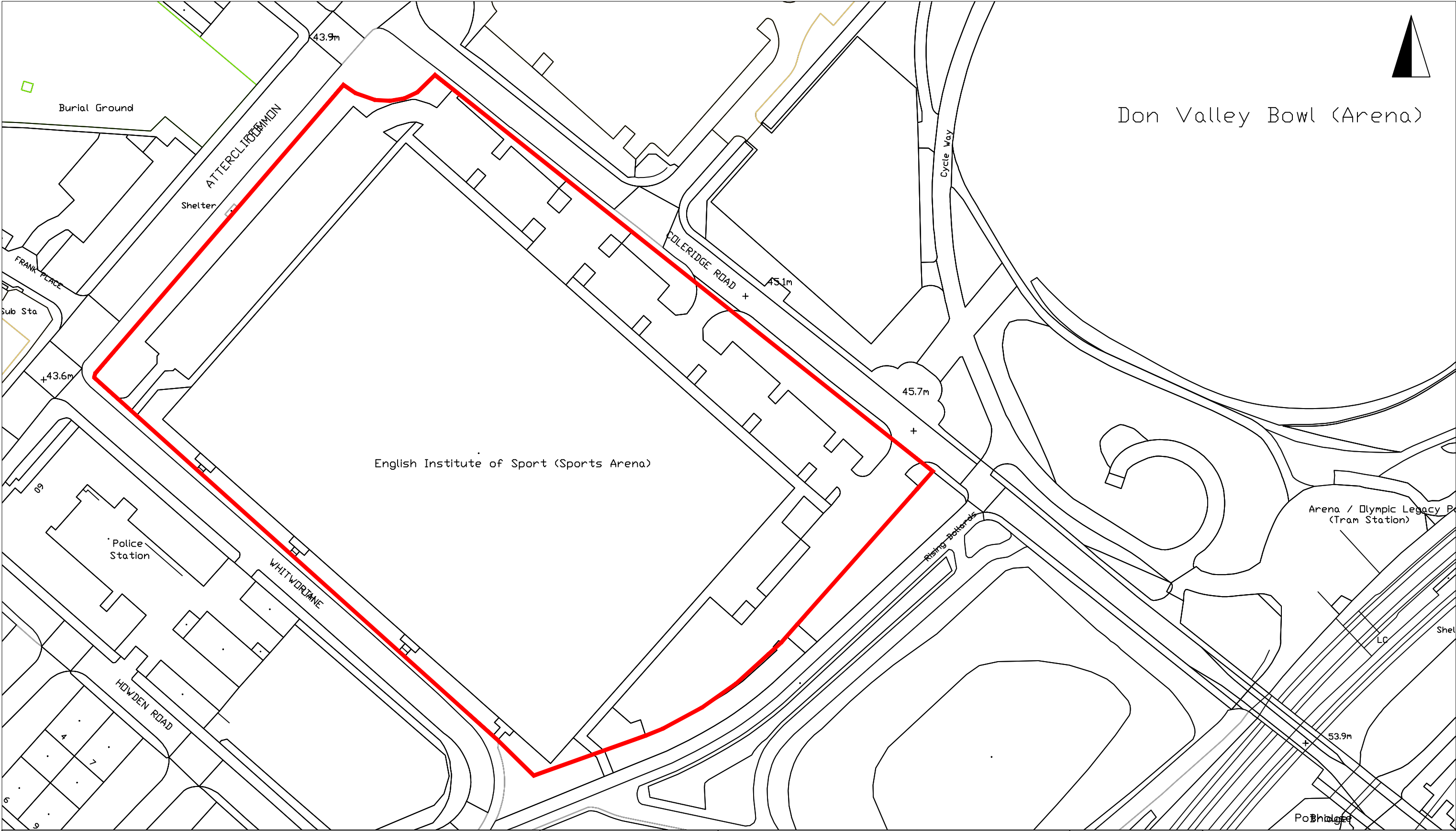
**WITNESS**

Signature:

Name (in block capitals):

Address:

Occupation:



Notes:

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Building

Drawing Title  
English Institute of Sport  
Sheffield  
S9 5DA

Location

Drawing No/File No

Project Ref.

Drawn TW

Scale  
1:1000

Date  
05/11/2024

Rev.

A3

Sheffield  
City Council





2025

(1) THE SHEFFIELD CITY COUNCIL

and

(2) SPORTS AND LEISURE MANAGEMENT LIMITED

**LEASE**  
relating to Graves Leisure Centre, Bochum Parkway, Sheffield

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**PRESCRIBED CLAUSES**

<b>LR1</b>	<b>Date of lease</b>	
<b>LR2</b>	<b>Title number(s)</b>	<b>LR2.1 Landlord's title number(s)</b> SYK624229 <b>LR2.2 Other title numbers</b> None
<b>LR3</b>	<b>Parties to this lease</b>	<b>Landlord</b> The Sheffield City Council <b>Tenant</b> Sports and Leisure Management Limited <b>Other parties</b> None
<b>LR4</b>	<b>Property</b>	<b>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</b> Refer to the definition of " <b>Premises</b> " in clause 1 of this Lease
<b>LR5</b>	<b>Prescribed statements etc.</b>	<b>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</b> None <b>LR5.2 This lease is made under, or by reference to, provisions of:</b> None
<b>LR6</b>	<b>Term for which the Property is leased</b>	The term as specified in this lease at clause 1 (the " <b>Term</b> ")
<b>LR7</b>	<b>Premium</b>	None



<b>LR8</b>	<b>Prohibitions or restrictions on disposing of this lease</b>	This lease contains a provision that prohibits or restricts dispositions
<b>LR9</b>	<b>Rights of acquisition etc.</b>	<p><b>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</b></p> <p>None</p> <p><b>LR9.2 Tenant's covenant to (or offer to) surrender this lease</b></p> <p>None</p> <p><b>LR9.3 Landlord's contractual rights to acquire this lease</b></p> <p>None</p>
<b>LR10</b>	<b>Restrictive covenants given in this lease by the Landlord in respect of land other than the Property</b>	None
<b>LR11</b>	<b>Easements</b>	<p><b>LR11.1 Easements granted by this lease for the benefit of the Property</b></p> <p>The easements as specified in schedule 2 of this lease</p> <p><b>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</b></p> <p>The easements as specified in schedule 1 of this lease</p>
<b>LR12</b>	<b>Estate rentcharge burdening the Property</b>	None
<b>LR13</b>	<b>Application for standard form of restriction</b>	None
<b>LR14</b>	<b>Declaration of trust where there is more than one person comprising the Tenant</b>	Not applicable

THIS LEASE is dated

2025

**BETWEEN**

- (1) **THE SHEFFIELD CITY COUNCIL** of Town Hall, Pinstone Street, Sheffield S1 2HH (the "**Landlord**"); and
- (2) **SPORTS AND LEISURE MANAGEMENT Limited**, (company number 02204085) whose registered office is at 2 Watling Drive, Sketchley Meadows, Hinckley, England, LE10 3EY (the "**Tenant**").

**TERMS AGREED**

**1. Definitions and interpretation**

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

"1954 Act"	the Landlord and Tenant Act 1954;
"Alternative Car Parking Area"	the area shown edged red on the plan attached to this Lease and marked "Plan 3" or such other area within the Retained Land as the Landlord shall designate from time to time provided that such alternative area shall be materially no less convenient for the Tenant's use of the Premises but a small increase in distance between the alternative area and the main entrance into the Premises than that existing at the time of the variation shall not constitute a material inconvenience;
"Authorised Use"	use for the purposes prescribed under the Leisure Agreement;
"Car Parking Area"	the area shown edged red on the plan attached to this Lease and marked "Plan 2";
"Conducting Media"	all pipes, wires, cables, sewers, tanks, cisterns, pumps, ducts, drains and other service conducting media now or at any time during the Term serving the Premises and other adjoining land whether for gas, foul and surface water drainage, water, electricity, telephone, telecommunications or any other service to the Premises;
"this Lease"	this deed as varied or supplemented by any document which is supplemental to this deed;
"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 Landlord and (2) the Tenant relating to the provision of leisure and sporting centres and facilities with ancillary uses at the Premises;
"Plan"	the plan attached to this Lease at Appendix 1;

Commented [JW1]: Please provide this plan

Commented [JW2]: Please provide this plan

"Planning Acts"	the Town and Country Planning Act 1990 (as amended), the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990 and the Planning (Consequential Provisions) Act 1990 and all secondary legislation including but not limited to the Town and Country (General Permitted Development) Order 1995;
"Premises"	the land and buildings at Graves Leisure Centre, Sheffield shown edged red on the Plan together with all buildings, additions, alterations, improvements, and landlord's fixtures and fittings at the same from time to time as the same forms part of the land registered at the Land Registry under title number SYK624229;
"Retained Land"	the adjoining or neighbouring land of the Landlord but excluding the Premises;
"Services"	foul and surface water, drainage, gas, electricity, telephone, telecommunications and other services to or on the Premises and the Retained Land;
<u>"SLM Fitness and Health Operator"</u>	<u>means SLM Fitness and Health Limited (company number 03813612) whose registered office is at 2 Watling Drive, Sketchley Meadows, Hinckley LE10 3EY</u>
<u>"SLM Food and Beverage Operator"</u>	<u>means SLM Food and Beverage Limited (company number 03813614) whose registered office is at 2 Watling Drive, Sketchley Meadows, Hinckley LE10 3EY</u>
<u>"SLM Trust"</u>	<u>means SLM Community Leisure Charitable Trust (company number 30005R) whose registered office is at 2 Watling Drive, Sketchley Meadows, Hinckley LE10 3EY</u>
"Term"	the term of years from and including the date hereof and terminating on 31 March 2040 being the Expiry Date as defined in the Leisure Agreement;
"Underlease"	an underlease between (1) the Tenant and (2) SLM Community Leisure Charitable Trust substantially in the form of the draft attached to this lease at Appendix 2;
"Yearly Rent"	£1 (one pound) per annum (if demanded).

## 2. Interpretation

- 2.1 The expression "the **Landlord**" shall include the person for the time being entitled to the reversion immediately expectant on the determination of the Term while the expression "the **Tenant**" shall include the Tenant's successors in title and assigns.

- 2.2 Subject to and without prejudice to clause 47 (*Change in Law*) of the Leisure Agreement, in this Lease references to any statute or statutory provision shall be deemed to refer to any statutory modification or re-enactment for the time being in force whether by statute or any directives and regulations (intended to have direct application within the United Kingdom) adopted by the Council of the European Communities.
- 2.3 The headings are inserted for convenience only and shall be ignored in construing the terms and provisions of this Lease.
- 2.4 References in this Lease to any clause, schedule or paragraph of a schedule without further designation shall be construed as a reference to the Clause, schedule or paragraph of the schedule to this Lease so numbered.
- 2.5 Where there is any inconsistency between the terms of the Leisure Agreement and this Lease the Leisure Agreement shall prevail.

### **3. Demise and rent**

In consideration of the rents and covenants on the part of the Tenant reserved and contained in this Lease the Landlord demises to the Tenant with full title guarantee all those the Premises together with the rights set out in schedule 2 excepting and reserving nevertheless unto the Landlord the rights and matters set out in schedule 1 and subject to (and where applicable with the benefit of) the matters referred to in schedule 3 to hold the same to the Tenant for the Term but determinable as provided later in this Lease yielding and paying the Yearly Rent throughout the Term if and when demanded.

### **4. Tenant's covenants**

The Tenant covenants with the Landlord as follows:

#### **4.1 To pay rent**

To pay the Yearly Rent reserved in clause 3 [if and when demanded](#).

#### **4.2 Signs**

Save where necessary to comply with its obligations under the Leisure Agreement not to affix, place or exhibit or permit or suffer to be affixed, placed or exhibited to or upon the exterior of any part of the Premises or to or through any windows or to or upon any boundary wall rail or fence at the Premises any sign, placard, poster, signboard or other advertisement save as may have been previously approved in writing by the Landlord such approval not to be unreasonably withheld or delayed. [The Tenant may erect and maintain its usual fascia display and signage \(including projecting and illuminated signs\) in its national trading or corporate style and/or colours from time to time without the consent of the Landlord.](#)

#### **4.3 Planning**

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

#### 4.4 User

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

#### 4.5 Notices

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

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

#### 4.6 Alienation

Not to assign, underlet, charge, part with the possession or share the possession, use or occupation of the whole or any part or parts of the Premises nor enter into a binding agreement to do any of the same provided that the Landlord consents to the grant of the Underlease by the Tenant [to SLM Trust and the right for the undertenant to grant one licence to occupy to SLM Fitness and Health Operator and one licence to occupy to SLM Food and Beverage Operator in substantially the same form as appended to this Lease. \[ALSO NEED TO ADD LEASE TO NCSEM\]](#)

#### 4.7 To yield up

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

### 5. Landlord's covenant

The Landlord covenants with the Tenant that the Tenant shall and may peaceably and quietly hold and enjoy the Premises during the Term without any interruption by the Landlord or any person rightfully claiming under or in trust for the Landlord [and to comply with their insurance obligations as set out in the Leisure Agreement.](#)

### 6. Provisos agreements and declarations

Provided always and it is hereby expressly agreed as follows:

#### 6.1 Remedies

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

#### 6.2 Early termination of the Term

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

**6.3 No implied Rights**

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

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

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

6.4.1.1 the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the 1954 Act applying to the tenancy created by this Lease; and

6.4.1.2 who was duly authorised by the Tenant to do so made a statutory declaration dated in accordance with the requirements of section 38A(3)(b) of the 1954 Act.

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

**6.5 Notices**

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

**6.6 Contracts (Rights of Third Parties) Act 1999**

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

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

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

**6.8 Warranty on Use**

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

## 6.9 Local Authority Landlord's Capacity and Powers

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

## 6.10 Exclusion of Liability

6.10.1 Notwithstanding any other provisions in this lease the Tenant shall have no responsibility or liability whatsoever for the following:

6.10.1.1 The unknown covenants as may have been imposed thereon before 12 January 2015 referred to at entry 1 of HM the Charges Register of HM Land Registry Title Number SYK624229;

6.10.2 The Landlord shall be responsible for all such matters referred to in clause 6.10.1 and shall fully indemnify and hold harmless the Tenant against all liabilities, damages, costs or claims arising at any time resulting from all such matters in clause 6.10.1.

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

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**SCHEDULE 1**  
**EXCEPTIONS AND RESERVATIONS**

1. A right of way with or without vehicles, plant machinery and/or equipment by a reasonably convenient route over such parts of the Premises as are not occupied by buildings or other permanent structures, for the purpose of gaining access to and egress from the Retained Land.
2. The right, in conjunction with the right contained in paragraph 1 above to create openings and/or gates in the boundaries between the Premises and the Retained Land, subject to the Landlord having reasonable regards to the Tenant's security requirements.
3. The free and uninterrupted passage and running of Services to and from the Retained Land in and through the Conducting Media which now are or may at any time hereafter during the Term be in, upon, through, under or over the Premises.
4. The right to maintain in, on, through, under or over the Premises at any time during the Term any easements or services for the benefit of the Retained Land, the right to connect into any Conducting Media on the Premises and the right to install and construct Conducting Media at the Premises to serve any part of the Retained Land.
5. Rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the Term.
6. At any time during the Term, the full and free right to develop any part of the Retained Land and any neighbouring or adjoining land in which the Landlord acquires an interest during the Term as the Landlord may think fit.
7. The right to build on or into any Conducting Media at or serving the Premises.
8. The right to re-route any Conducting Media at or serving the Premises.
9. The right at any time during the Term in accordance with the conditions for such entry included within the Leisure Agreement or otherwise (if no such conditions apply) at reasonable times and after reasonable prior written notice (except in an emergency when no notice shall be required) to enter upon the Premises to:
  - 9.1 inspect, maintain, relay, repair, replace or renew or execute any works whatever to or in connection with any of the Conducting Media easements or Services referred to in paragraphs 1 and 2 of this schedule 1;
  - 9.2 carry out any cleaning and or maintenance of the Landlord's Retained Land; or
  - 9.3 exercise any of the rights granted or reserved to the Landlord by this Lease or the Leisure Agreement,the Landlord exercising such rights only if such works cannot reasonably be effected without such entry and causing as little inconvenience as possible and remedying any physical damage so caused to the Tenant's reasonable satisfaction.



10. All liberties, privileges, easements, quasi easements, rights and advantages whatsoever now held or enjoyed with or appertaining or reputed to appertain to any other part of the Retained Land provided always that those matters or any of them reserved pursuant to this paragraph do not materially interfere with the Tenant's proper performance and exercise of its obligations and rights contained in the Leisure Agreement
11. The right to deal in any manner whatsoever with the Retained Land and to erect, maintain, rebuild or alter or suffer to be erected, maintained, rebuilt or altered thereon any buildings whatsoever.
12. The right of support and protection by and from the Premises for adjoining buildings (whether now in existence or erected during the term) situated on the Retained Land.
13. The mines and minerals under the Premises and the airspace above the buildings on the Premises.

## SCHEDULE 2

### RIGHTS GRANTED TO THE TENANT

1. The right to park light motor vehicles with the Car Parking Area subject to the right for the Landlord to substitute by the service of written notice on the Tenant at any time the Alternative Car Parking Area for the Car Parking Area.
2. The right of support and protection by and from the Retained Land for the Premises and buildings (whether now in existence or erected during the term) situated on the Premises.
3. The free and uninterrupted passage and running of Services to and from the Premises in and through the Conducting Media which now are or may at any time hereafter during the Term be in, upon, through, under or over the Retained Land.
4. The right at any time during the Term in accordance with the conditions for such entry included within the Leisure Agreement or otherwise (if no such conditions apply) at reasonable times and after reasonable prior written notice (except in an emergency when no notice shall be required) to enter upon the Retained Land to:
  - 4.1 inspect, maintain, relay, repair, replace or renew or execute any works whatever to or in connection with any of the Conducting Media, easements or Services referred to in paragraph 2 of this schedule 2;
  - 4.2 carry out any cleaning and or maintenance of the Premises; or
  - 4.3 exercise any of the rights granted or reserved to the tenant by this Lease or the Leisure Agreement,

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

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### **SCHEDULE 3**

#### **MATTERS SUBJECT TO WHICH THE LEASE IS GRANTED**

1. All subsisting rights easements and privileges belonging to or used or enjoyed by any adjoining or neighbouring premises whether or not belonging to the Landlord over or in respect of the Premises or any part thereof;
2. All matters referred to on the registers of title numbers SYK632084;

**SIGNATURE PAGE**

**THE COMMON SEAL** of **THE SHEFFIELD CITY COUNCIL** was affixed in the presence of:

**Authorised  
signatory**

Signature:

Name (in block  
capitals):

**EXECUTED** (but not delivered until the date  
hereof) as a **DEED** by **SPORTS AND  
LEISURE MANAGEMENT LTD** acting by ,  
a director, in the presence of:

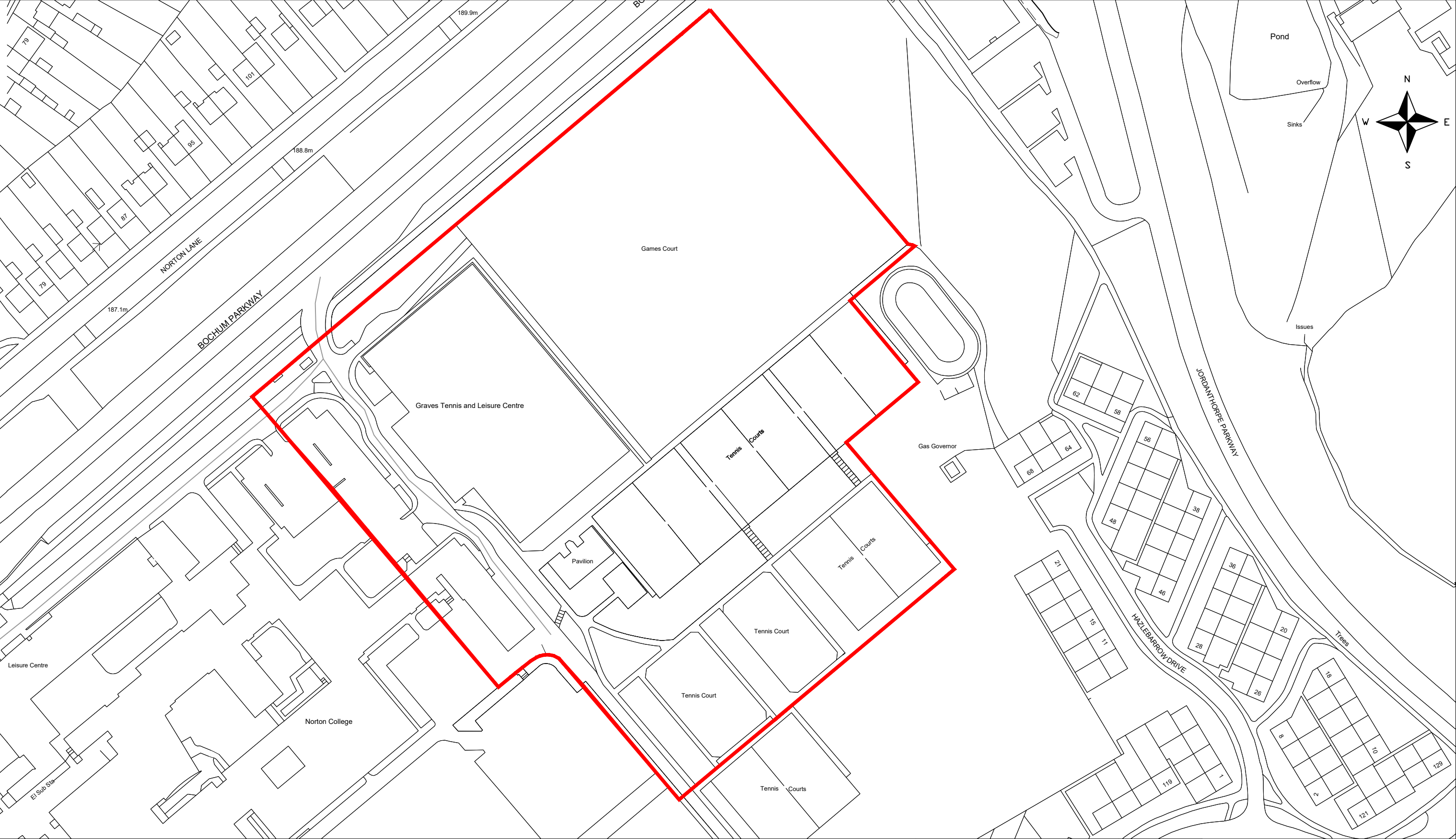
**WITNESS**


Signature:

Name (in block capitals):

Address:

Occupation:



Notes:	Building	Drawing Title	Scale	
		GRAVES TENNIS CENTRE POST DEVELOPMENT	1:1250	
		SHEFFIELD	Date	
	Location	Drawing No/File No	20/05/2022	
	Project Ref.	Drawn	Rev.	
		AH		
			A3	

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2025

(1) THE SHEFFIELD CITY COUNCIL

and

(2) SPORTS AND LEISURE MANAGEMENT LIMITED

**LEASE**  
relating to Heeley Swimming Baths and Everyone Centre, Broadfield Road, Sheffield

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**PRESCRIBED CLAUSES**

<b>LR1</b>	<b>Date of lease</b>	
<b>LR2</b>	<b>Title number(s)</b>	<p><b>LR2.1 Landlord's title number(s)</b></p> <p>SYK624576 <a href="#">and SYK153937 and SYK67889 and SYK87958 and SYK84423</a></p> <p><b>LR2.2 Other title numbers</b></p> <p>None</p>
<b>LR3</b>	<b>Parties to this lease</b>	<p><b>Landlord</b></p> <p>The Sheffield City Council</p> <p><b>Tenant</b></p> <p>Sports and Leisure Management Limited</p> <p><b>Other parties</b></p> <p>None</p>
<b>LR4</b>	<b>Property</b>	<p><b>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</b></p> <p>Refer to the definition of "<b>Premises</b>" in clause 1 of this Lease</p>
<b>LR5</b>	<b>Prescribed statements etc.</b>	<p><b>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</b></p> <p>None</p> <p><b>LR5.2 This lease is made under, or by reference to, provisions of:</b></p> <p>None</p>
<b>LR6</b>	<b>Term for which the Property is leased</b>	The term as specified in this lease at clause 1 (the " <b>Term</b> ")



<b>LR7</b>	<b>Premium</b>	None
<b>LR8</b>	<b>Prohibitions or restrictions on disposing of this lease</b>	This lease contains a provision that prohibits or restricts dispositions
<b>LR9</b>	<b>Rights of acquisition etc.</b>	<p><b>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</b></p> <p>None</p> <p><b>LR9.2 Tenant's covenant to (or offer to) surrender this lease</b></p> <p>None</p> <p><b>LR9.3 Landlord's contractual rights to acquire this lease</b></p> <p>None</p>
<b>LR10</b>	<b>Restrictive covenants given in this lease by the Landlord in respect of land other than the Property</b>	None
<b>LR11</b>	<b>Easements</b>	<p><b>LR11.1 Easements granted by this lease for the benefit of the Property</b></p> <p>The easements as specified in schedule 2 of this lease</p> <p><b>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</b></p> <p>The easements as specified in schedule 1 of this lease</p>
<b>LR12</b>	<b>Estate rentcharge burdening the Property</b>	None
<b>LR13</b>	<b>Application for standard form of restriction</b>	None
<b>LR14</b>	<b>Declaration of trust where there is more than one person comprising the Tenant</b>	Not applicable

THIS LEASE is dated

2025

**BETWEEN**

- (1) **THE SHEFFIELD CITY COUNCIL** of Town Hall, Pinstone Street, Sheffield S1 2HH (the "**Landlord**"); and
- (2) **SPORTS AND LEISURE MANAGEMENT Limited**, (company number 02204085) whose registered office is at 2 Watling Drive, Sketchley Meadows, Hinckley, England, LE10 3EY (the "**Tenant**").

**TERMS AGREED**

**1. Definitions and interpretation**

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

"1954 Act"	the Landlord and Tenant Act 1954;
"Authorised Use"	use for the purposes prescribed under the Leisure Agreement;
"Conducting Media"	all pipes, wires, cables, sewers, tanks, cisterns, pumps, ducts, drains and other service conducting media now or at any time during the Term serving the Premises and other adjoining land whether for gas, foul and surface water drainage, water, electricity, telephone, telecommunications or any other service to the Premises;
"this Lease"	this deed as varied or supplemented by any document which is supplemental to this deed;
"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 Landlord and (2) the Tenant relating to the provision of leisure and sporting centres and facilities with ancillary uses at the Premises;
"Plan"	the plan attached to this Lease at Appendix 1;
"Planning Acts"	the Town and Country Planning Act 1990 (as amended), the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990 and the Planning (Consequential Provisions) Act 1990 and all secondary legislation including but not limited to the Town and Country (General Permitted Development) Order 1995;

"Premises"	the land and buildings at Heeley Swimming Baths and Everyone Centre, Sheffield shown edged red on the Plan together with all buildings, additions, alterations, improvements, and landlord's fixtures and fittings at the same from time to time as the same forms part of the land registered at the Land Registry under title number SYK624576 <a href="#">and SYK153937 and SYK67889 and SYK87958 and SYK84423</a> ;
"Retained Land"	the adjoining or neighbouring land of the Landlord but excluding the Premises;
<a href="#">"SLM Fitness and Health Operator"</a>	<a href="#">means SLM Fitness and Health Limited (company number 03813612) whose registered office is at 2 Watling Drive, Sketchley Meadows, Hinckley LE10 3EY</a>
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"Services"	foul and surface water, drainage, gas, electricity, telephone, telecommunications and other services to or on the Premises and the Retained Land;
"Term"	the term of years from and including the date hereof and terminating on 31 March 2040 being the Expiry Date as defined in the Leisure Agreement;
"Underlease"	an underlease between (1) the Tenant and (2) SLM Community Leisure Charitable Trust substantially in the form of the draft attached to this lease at Appendix 2;
"Yearly Rent"	£1 (one pound) per annum (if demanded).

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- 2.1 The expression "the **Landlord**" shall include the person for the time being entitled to the reversion immediately expectant on the determination of the Term while the expression "the **Tenant**" shall include the Tenant's successors in title and assigns.
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Any breach of the covenants and obligations in this Lease by the Tenant shall be dealt with by way of clause 6.2 and the remedies specified in the Leisure Agreement.

#### 6.2 Early termination of the Term

If the Leisure Agreement is terminated or determines for any reason in accordance with the terms of the Leisure Agreement then this Lease shall automatically determine on the same date without any further notice being served under this Lease but without prejudice to any claim by either party against the other in respect of any antecedent breach of any covenant or condition contained in this Lease and on such determination it shall be lawful for the Landlord

at any time thereafter to re-enter the Premises or any part of the Premises in the name of the whole.

**6.3 No implied Rights**

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

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

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

6.4.1.1 the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the 1954 Act applying to the tenancy created by this Lease; and

6.4.1.2 who was duly authorised by the Tenant to do so made a statutory declaration dated in accordance with the requirements of section 38A(3)(b) of the 1954 Act.

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

**6.5 Notices**

The service and receipt of notices shall be undertaken in accordance with the terms of the Lease Agreement.

**6.6 Contracts (Rights of Third Parties) Act 1999**

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

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

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

**6.8 Warranty on Use**

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

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

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

6.10 Exclusion of Liability

6.10.1 Notwithstanding any other provisions in this lease the Tenant shall have no responsibility or liability whatsoever for the following:

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6.10.1.1 the exceptions and reservations of the mines and minerals detailed in the property register of Title Numbers SYK624576 and SYK153937 and SYK67889:

6.10.1.2 [the Arqiva lease]

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6.10.2 The Landlord shall be responsible for all such matters referred to in clause 6.10.1 and shall fully indemnify and hold harmless the Tenant against all liabilities, damages, costs or claims arising at any time resulting from all such matters in clause 6.10.1.

Formatted: Heading 2, Indent: Left: 2.54 cm

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

**SCHEDULE 1**  
**EXCEPTIONS AND RESERVATIONS**

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

**Commented [JW1]:** Plan needs to incorporate this

**Commented [JW2]:** Plan needs to incorporate this



## **SCHEDULE 2**

### **RIGHTS GRANTED TO THE TENANT**

1. The right of support and protection by and from the Retained Land for the Premises and buildings (whether now in existence or erected during the term) situated on the Premises.
2. The free and uninterrupted passage and running of Services to and from the Premises in and through the Conducting Media which now are or may at any time hereafter during the Term be in, upon, through, under or over the Retained Land.
3. The right at any time during the Term in accordance with the conditions for such entry included within the Leisure Agreement or otherwise (if no such conditions apply) at reasonable times and after reasonable prior written notice (except in an emergency when no notice shall be required) to enter upon the Retained Land to:
  - 3.1 inspect, maintain, relay, repair, replace or renew or execute any works whatever to or in connection with any of the Conducting Media, easements or Services referred to in paragraph 2 of this schedule 2;
  - 3.2 carry out any cleaning and or maintenance of the Premises; or
  - 3.3 exercise any of the rights granted or reserved to the tenant by this Lease or the Leisure Agreement,

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

### **SCHEDULE 3**

#### **MATTERS SUBJECT TO WHICH THE LEASE IS GRANTED**

1. All subsisting rights easements and privileges belonging to or used or enjoyed by any adjoining or neighbouring premises whether or not belonging to the Landlord over or in respect of the Premises or any part thereof;
2. All matters referred to on the registers of title numbers SYK624576;

**SIGNATURE PAGE**

**THE COMMON SEAL** of **THE SHEFFIELD CITY COUNCIL** was affixed in the presence of:

**Authorised  
signatory**

Signature:

Name (in block  
capitals):

**EXECUTED** (but not delivered until the date  
hereof) as a **DEED** by **SPORTS AND  
LEISURE MANAGEMENT LTD** acting by ,  
a director, in the presence of:

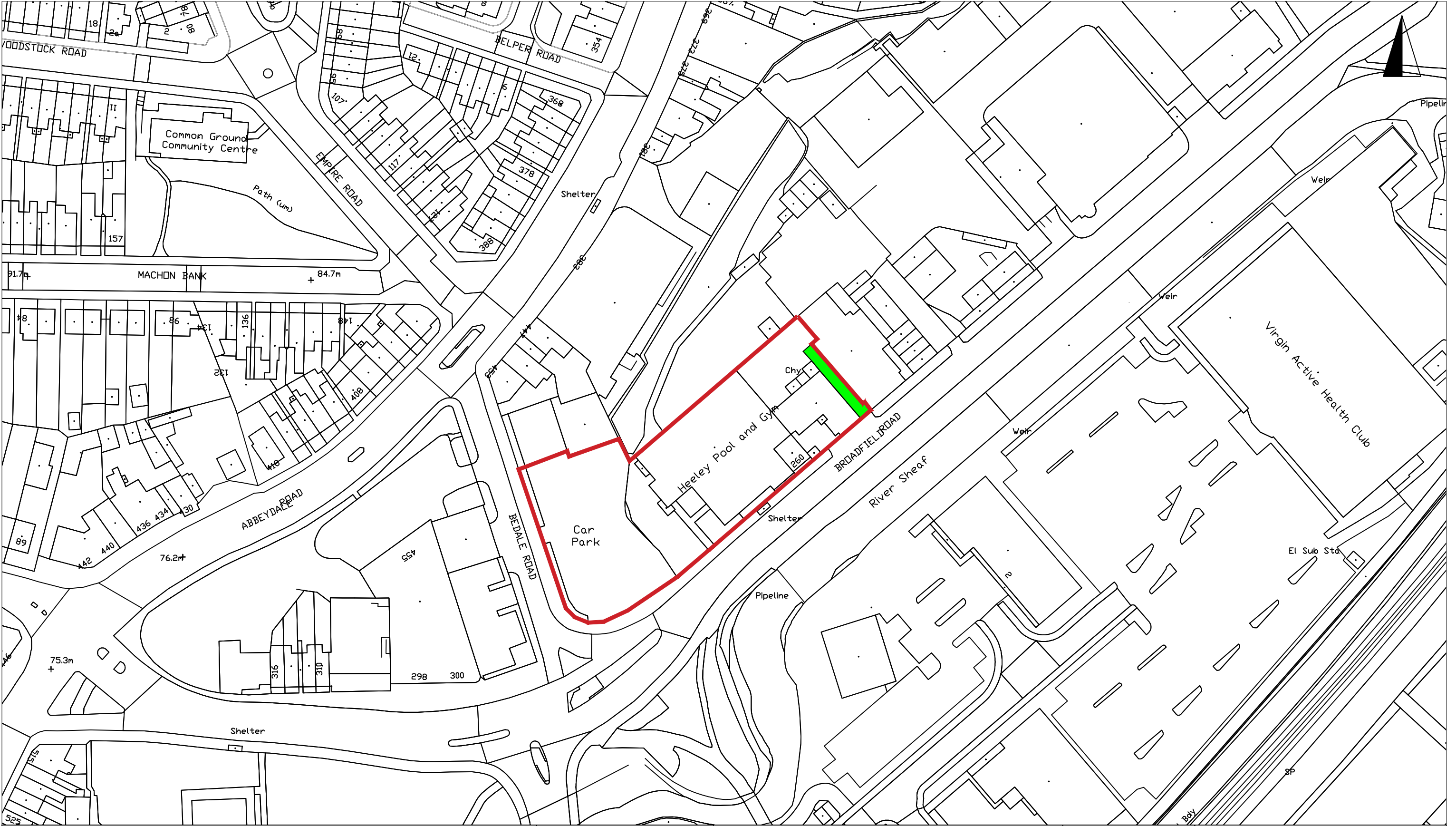
**WITNESS**


Signature:

Name (in block capitals):

Address:

Occupation:



Notes:	Building	Drawing Title	Scale	
		Heeley Pool and Gym	1:1000	
		Broadfield Road	Date	
	Location	Sheffield	08/11/2024	Rev.
		S8 0XQ		
	Project Ref.	Drawing No/File No		
		Drawn TW		A3



2025

(1) THE SHEFFIELD CITY COUNCIL

and

(2) SPORTS AND LEISURE MANAGEMENT LIMITED

**LEASE**  
relating to Hillsborough Leisure Centre, Beulah Road, Sheffield

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## PRESCRIBED CLAUSES

<b>LR1</b>	<b>Date of lease</b>	
<b>LR2</b>	<b>Title number(s)</b>	<p><b>LR2.1 Landlord's title number(s)</b></p> <p>SYK647289</p> <p><b>LR2.2 Other title numbers</b></p> <p>None</p>
<b>LR3</b>	<b>Parties to this lease</b>	<p><b>Landlord</b></p> <p>The Sheffield City Council</p> <p><b>Tenant</b></p> <p>Sports and Leisure Management Limited</p> <p><b>Other parties</b></p> <p>None</p>
<b>LR4</b>	<b>Property</b>	<p><b>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</b></p> <p>Refer to the definition of "<b>Premises</b>" in clause 1 of this Lease</p>
<b>LR5</b>	<b>Prescribed statements etc.</b>	<p><b>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</b></p> <p>None</p> <p><b>LR5.2 This lease is made under, or by reference to, provisions of:</b></p> <p>None</p>
<b>LR6</b>	<b>Term for which the Property is leased</b>	The term as specified in this lease at clause 1 (the " <b>Term</b> ")
<b>LR7</b>	<b>Premium</b>	None

<b>LR8 Prohibitions or restrictions on disposing of this lease</b>	This lease contains a provision that prohibits or restricts dispositions
<b>LR9 Rights of acquisition etc.</b>	<p><b>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</b></p> <p>None</p> <p><b>LR9.2 Tenant's covenant to (or offer to) surrender this lease</b></p> <p>None</p> <p><b>LR9.3 Landlord's contractual rights to acquire this lease</b></p> <p>None</p>
<b>LR10 Restrictive covenants given in this lease by the Landlord in respect of land other than the Property</b>	None
<b>LR11 Easements</b>	<p><b>LR11.1 Easements granted by this lease for the benefit of the Property</b></p> <p>The easements as specified in schedule 2 of this lease</p> <p><b>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</b></p> <p>The easements as specified in schedule 1 of this lease</p>
<b>LR12 Estate rentcharge burdening the Property</b>	None
<b>LR13 Application for standard form of restriction</b>	None
<b>LR14 Declaration of trust where there is more than one person comprising the Tenant</b>	Not applicable



THIS LEASE is dated

2025

**BETWEEN**

- (1) **THE SHEFFIELD CITY COUNCIL** of Town Hall, Pinstone Street, Sheffield S1 2HH (the "**Landlord**"); and
- (2) **SPORTS AND LEISURE MANAGEMENT Limited**, (company number 02204085) whose registered office is at 2 Watling Drive, Sketchley Meadows, Hinckley, England, LE10 3EY (the "**Tenant**").

**TERMS AGREED**

**1. Definitions and interpretation**

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

"1954 Act"	the Landlord and Tenant Act 1954;
"Authorised Use"	use for the purposes prescribed under the Leisure Agreement;
"Conducting Media"	all pipes, wires, cables, sewers, tanks, cisterns, pumps, ducts, drains and other service conducting media now or at any time during the Term serving the Premises and other adjoining land whether for gas, foul and surface water drainage, water, electricity, telephone, telecommunications or any other service to the Premises;
"this Lease"	this deed as varied or supplemented by any document which is supplemental to this deed;
"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 Landlord and (2) the Tenant relating to the provision of leisure and sporting centres and facilities with ancillary uses at the Premises;
"Plan"	the plan attached to this Lease at Appendix 1;
"Planning Acts"	the Town and Country Planning Act 1990 (as amended), the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990 and the Planning (Consequential Provisions) Act 1990 and all secondary legislation including but not limited to the Town and Country (General Permitted Development) Order 1995;
"Premises"	the land and buildings at Hillsborough Leisure Centre, Sheffield shown edged red on the Plan together with all buildings, additions, alterations, improvements, and landlord's fixtures and fittings at the same from time to time as the same forms part of the land registered at the Land Registry under title number SYK647289;

<b>"Retained Land"</b>	the adjoining or neighbouring land of the Landlord but excluding the Premises;
<b>"Services"</b>	foul and surface water, drainage, gas, electricity, telephone, telecommunications and other services to or on the Premises and the Retained Land;
<b><u>"SLM Fitness and Health Operator"</u></b>	<u>means SLM Fitness and Health Limited (company number 03813612) whose registered office is at 2 Watling Drive, Sketchley Meadows, Hinckley LE10 3EY</u>
<b><u>"SLM Food and Beverage Operator"</u></b>	<u>means SLM Food and Beverage Limited (company number 03813614) whose registered office is at 2 Watling Drive, Sketchley Meadows, Hinckley LE10 3EY</u>
<b><u>"SLM Trust"</u></b>	<u>means SLM Community Leisure Charitable Trust (company number 30005R) whose registered office is at 2 Watling Drive, Sketchley Meadows, Hinckley LE10 3EY</u>
<b>"Term"</b>	the term of years from and including the date hereof and terminating on 31 March 2040 being the Expiry Date as defined in the Leisure Agreement;
<b>"Underlease"</b>	an underlease between (1) the Tenant and (2) SLM Community Leisure Charitable Trust substantially in the form of the draft attached to this lease at Appendix 2;
<b>"Yearly Rent"</b>	£1 (one pound) per annum (if demanded).

## 2. Interpretation

- 2.1 The expression "the **Landlord**" shall include the person for the time being entitled to the reversion immediately expectant on the determination of the Term while the expression "the **Tenant**" shall include the Tenant's successors in title and assigns.
- 2.2 Subject to and without prejudice to clause 47 (*Change in Law*) of the Leisure Agreement, in this Lease references to any statute or statutory provision shall be deemed to refer to any statutory modification or re-enactment for the time being in force whether by statute or any directives and regulations (intended to have direct application within the United Kingdom) adopted by the Council of the European Communities.
- 2.3 The headings are inserted for convenience only and shall be ignored in construing the terms and provisions of this Lease.
- 2.4 References in this Lease to any clause, schedule or paragraph of a schedule without further designation shall be construed as a reference to the Clause, schedule or paragraph of the schedule to this Lease so numbered.

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

### **3. Demise and rent**

In consideration of the rents and covenants on the part of the Tenant reserved and contained in this Lease the Landlord demises to the Tenant with full title guarantee all those the Premises together with the rights set out in schedule 2 excepting and reserving nevertheless unto the Landlord the rights and matters set out in schedule 1 and subject to (and where applicable with the benefit of) the matters referred to in schedule 3 to hold the same to the Tenant for the Term but determinable as provided later in this Lease yielding and paying the Yearly Rent throughout the Term if and when demanded.

### **4. Tenant's covenants**

The Tenant covenants with the Landlord as follows:

#### **4.1 To pay rent**

To pay the Yearly Rent reserved in clause 3 [if and when demanded](#).

#### **4.2 Signs**

Save where necessary to comply with its obligations under the Leisure Agreement not to affix, place or exhibit or permit or suffer to be affixed, placed or exhibited to or upon the exterior of any part of the Premises or to or through any windows or to or upon any boundary wall rail or fence at the Premises any sign, placard, poster, signboard or other advertisement save as may have been previously approved in writing by the Landlord such approval not to be unreasonably withheld or delayed. [The Tenant may erect and maintain its usual fascia display and signage \(including projecting and illuminated signs\) in its national trading or corporate style and/or colours from time to time without the consent of the Landlord.](#)

#### **4.3 Planning**

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

#### **4.4 User**

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

#### **4.5 Notices**

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

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

#### 4.6 Alienation

Not to assign, underlet, charge, part with the possession or share the possession, use or occupation of the whole or any part or parts of the Premises nor enter into a binding agreement to do any of the same provided that the Landlord consents to the grant of the Underlease by the Tenant [to SLM Trust and the right for the undertenant to grant one licence to occupy to SLM Fitness and Health Operator and one licence to occupy to SLM Food and Beverage Operator in substantially the same form as appended to this Lease](#).

#### 4.7 To yield up

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

### 5. Landlord's covenant

The Landlord covenants with the Tenant that the Tenant shall and may peaceably and quietly hold and enjoy the Premises during the Term without any interruption by the Landlord or any person rightfully claiming under or in trust for the Landlord [and to comply with their insurance obligations as set out in the Leisure Agreement](#).

### 6. Provisos agreements and declarations

Provided always and it is hereby expressly agreed as follows:

#### 6.1 Remedies

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

#### 6.2 Early termination of the Term

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

#### 6.3 No implied Rights

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

restrict or prejudicially affect the future rebuilding alteration or development of the Retained Land or such other property.

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

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

6.4.1.1 the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the 1954 Act applying to the tenancy created by this Lease; and

6.4.1.2 who was duly authorised by the Tenant to do so made a statutory declaration dated in accordance with the requirements of section 38A(3)(b) of the 1954 Act.

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

**6.5 Notices**

The service and receipt of notices shall be undertaken in accordance with the terms of the Lease Agreement.

**6.6 Contracts (Rights of Third Parties) Act 1999**

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

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

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

**6.8 Warranty on Use**

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

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

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

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

## **SCHEDULE 1**

### **EXCEPTIONS AND RESERVATIONS**

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

## **SCHEDULE 2**

### **RIGHTS GRANTED TO THE TENANT**

1. The right of support and protection by and from the Retained Land for the Premises and buildings (whether now in existence or erected during the term) situated on the Premises.
2. The free and uninterrupted passage and running of Services to and from the Premises in and through the Conducting Media which now are or may at any time hereafter during the Term be in, upon, through, under or over the Retained Land.
3. The right at any time during the Term in accordance with the conditions for such entry included within the Leisure Agreement or otherwise (if no such conditions apply) at reasonable times and after reasonable prior written notice (except in an emergency when no notice shall be required) to enter upon the Retained Land to:
  - 3.1 inspect, maintain, relay, repair, replace or renew or execute any works whatever to or in connection with any of the Conducting Media, easements or Services referred to in paragraph 2 of this schedule 2;
  - 3.2 carry out any cleaning and or maintenance of the Premises; or
  - 3.3 exercise any of the rights granted or reserved to the tenant by this Lease or the Leisure Agreement,

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

### **SCHEDULE 3**

#### **MATTERS SUBJECT TO WHICH THE LEASE IS GRANTED**

1. All subsisting rights easements and privileges belonging to or used or enjoyed by any adjoining or neighbouring premises whether or not belonging to the Landlord over or in respect of the Premises or any part thereof;
2. All matters referred to on the registers of title numbers SYK647289;



## SIGNATURE PAGE

**THE COMMON SEAL** of **THE SHEFFIELD CITY COUNCIL** was affixed in the presence of:

**Authorised  
signatory**

Signature:

Name (in block  
capitals):

**EXECUTED** (but not delivered until the date  
hereof) as a **DEED** by **SPORTS AND  
LEISURE MANAGEMENT LTD** acting by ,  
a director, in the presence of:

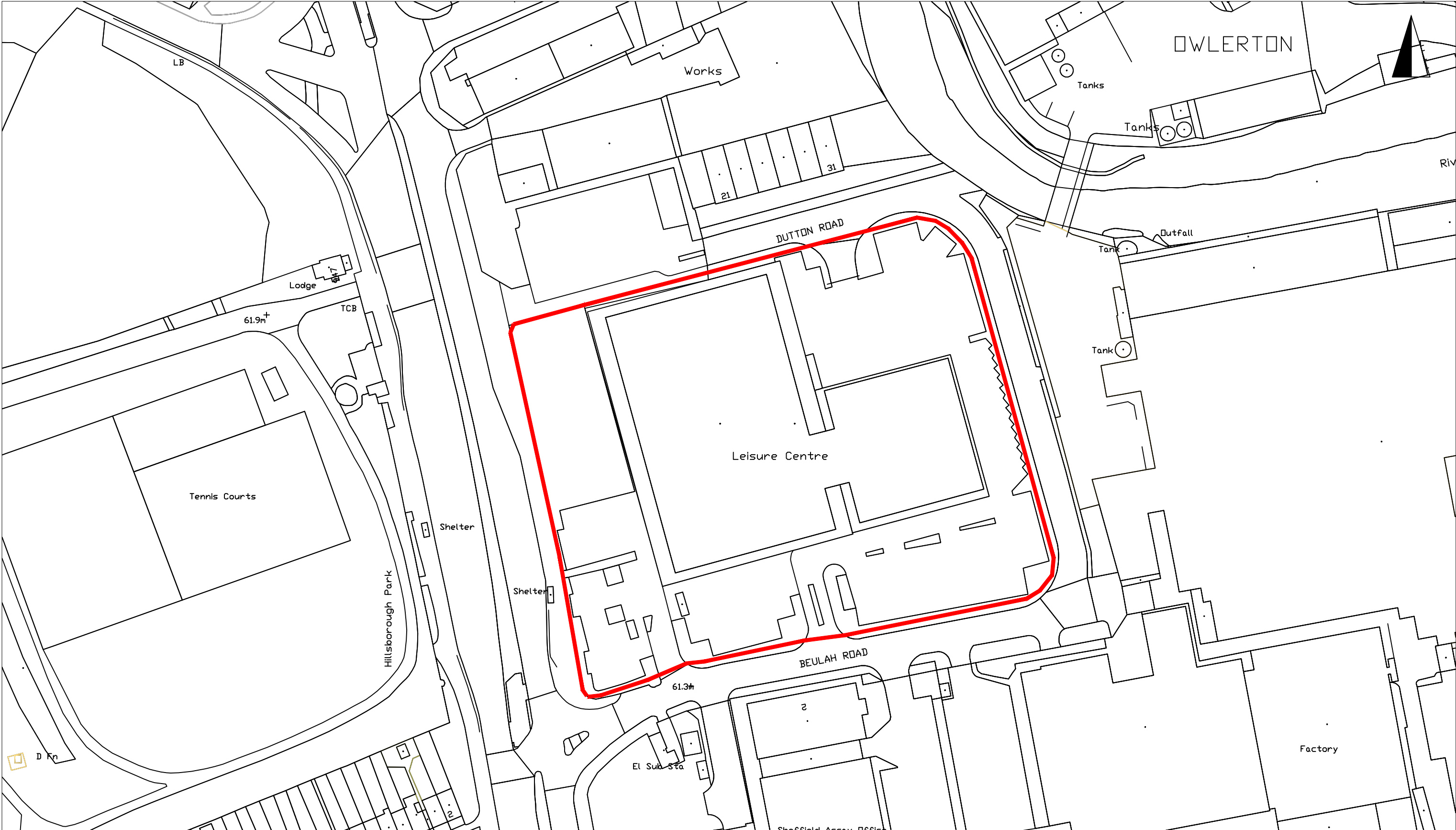
**WITNESS**

Signature:

Name (in block capitals):

Address:

Occupation:



Notes:

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Building

Location

Project Ref.

Drawing Title

Hillsborough Leisure Centre  
Beulah Road  
Sheffield  
S6 2AN

Drawing No/File No

Drawn TW

Scale

1:1000

Date

08/11/2024

Rev.

A3

Sheffield  
City Council





2025

(1) THE SHEFFIELD CITY COUNCIL

and

(2) SPORTS AND LEISURE MANAGEMENT LIMITED

**LEASE**  
relating to ICE Sheffield, Attercliffe Common, Sheffield

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## PRESCRIBED CLAUSES

<b>LR1</b>	<b>Date of lease</b>	
<b>LR2</b>	<b>Title number(s)</b>	<p><b>LR2.1 Landlord's title number(s)</b></p> <p>SYK223511, SYK289093, SYK293497, SYK295533 and SYK352114</p> <p><b>LR2.2 Other title numbers</b></p> <p>None</p>
<b>LR3</b>	<b>Parties to this lease</b>	<p><b>Landlord</b></p> <p>The Sheffield City Council</p> <p><b>Tenant</b></p> <p>Sports and Leisure Management Limited</p> <p><b>Other parties</b></p> <p>None</p>
<b>LR4</b>	<b>Property</b>	<p><b>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</b></p> <p>Refer to the definition of "<b>Premises</b>" in clause 1 of this Lease</p>
<b>LR5</b>	<b>Prescribed statements etc.</b>	<p><b>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</b></p> <p>None</p> <p><b>LR5.2 This lease is made under, or by reference to, provisions of:</b></p> <p>None</p>
<b>LR6</b>	<b>Term for which the Property is leased</b>	The term as specified in this lease at clause 1 (the " <b>Term</b> ")
<b>LR7</b>	<b>Premium</b>	None

<b>LR8</b>	<b>Prohibitions or restrictions on disposing of this lease</b>	This lease contains a provision that prohibits or restricts dispositions
<b>LR9</b>	<b>Rights of acquisition etc.</b>	<p><b>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</b></p> <p>None</p> <p><b>LR9.2 Tenant's covenant to (or offer to) surrender this lease</b></p> <p>None</p> <p><b>LR9.3 Landlord's contractual rights to acquire this lease</b></p> <p>None</p>
<b>LR10</b>	<b>Restrictive covenants given in this lease by the Landlord in respect of land other than the Property</b>	None
<b>LR11</b>	<b>Easements</b>	<p><b>LR11.1 Easements granted by this lease for the benefit of the Property</b></p> <p>The easements as specified in schedule 2 of this lease</p> <p><b>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</b></p> <p>The easements as specified in schedule 1 of this lease</p>
<b>LR12</b>	<b>Estate rentcharge burdening the Property</b>	None
<b>LR13</b>	<b>Application for standard form of restriction</b>	None
<b>LR14</b>	<b>Declaration of trust where there is more than one person comprising the Tenant</b>	Not applicable

THIS LEASE is dated

2025

**BETWEEN**

- (1) **THE SHEFFIELD CITY COUNCIL** of Town Hall, Pinstone Street, Sheffield S1 2HH (the "**Landlord**");  
and
- (2) **SPORTS AND LEISURE MANAGEMENT Limited**, (company number 02204085) whose registered office is at 2 Watling Drive, Sketchley Meadows, Hinckley, England, LE10 3EY (the "**Tenant**").

**TERMS AGREED**

**1. Definitions and interpretation**

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

"1954 Act"	the Landlord and Tenant Act 1954;
"Authorised Use"	use for the purposes prescribed under the Leisure Agreement;
"Conducting Media"	all pipes, wires, cables, sewers, tanks, cisterns, pumps, ducts, drains and other service conducting media now or at any time during the Term serving the Premises and other adjoining land whether for gas, foul and surface water drainage, water, electricity, telephone, telecommunications or any other service to the Premises;
<i>["Existing Underlease"]</i>	<i>undated lease of shop unit made between (1) Sheffield City Trust and (2) Alistair Russell Cree;</i>
"this Lease"	this deed as varied or supplemented by any document which is supplemental to this deed;
"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 Landlord and (2) the Tenant relating to the provision of leisure and sporting centres and facilities with ancillary uses at the Premises;
"Plan"	the plan attached to this Lease at Appendix 1;
"Planning Acts"	the Town and Country Planning Act 1990 (as amended), the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990 and the Planning (Consequential Provisions) Act 1990 and all secondary legislation including but not limited to the Town and Country (General Permitted Development) Order 1995;

<b>"Premises"</b>	the land and buildings at ICE Sheffield, Sheffield shown edged red on the Plan together with all buildings, additions, alterations, improvements, and landlord's fixtures and fittings at the same from time to time as the same forms part of the land registered at the Land Registry under title number SYK223511;
<b>"Retained Land"</b>	the adjoining or neighbouring land of the Landlord but excluding the Premises;
<b>"Services"</b>	foul and surface water, drainage, gas, electricity, telephone, telecommunications and other services to or on the Premises and the Retained Land;
<b>"Term"</b>	the term of years from and including the date hereof and terminating on 31 March 2040 being the Expiry Date as defined in the Leisure Agreement;
<b>"Underlease"</b>	an underlease between (1) the Tenant and (2) SLM Community Leisure Charitable Trust substantially in the form of the draft attached to this lease at Appendix 2;
<b>"Yearly Rent"</b>	£1 (one pound) per annum (if demanded).

## 2. Interpretation

- 2.1 The expression "the **Landlord**" shall include the person for the time being entitled to the reversion immediately expectant on the determination of the Term while the expression "the **Tenant**" shall include the Tenant's successors in title and assigns.
- 2.2 Subject to and without prejudice to clause 47 (*Change in Law*) of the Leisure Agreement, in this Lease references to any statute or statutory provision shall be deemed to refer to any statutory modification or re-enactment for the time being in force whether by statute or any directives and regulations (intended to have direct application within the United Kingdom) adopted by the Council of the European Communities.
- 2.3 The headings are inserted for convenience only and shall be ignored in construing the terms and provisions of this Lease.
- 2.4 References in this Lease to any clause, schedule or paragraph of a schedule without further designation shall be construed as a reference to the Clause, schedule or paragraph of the schedule to this Lease so numbered.
- 2.5 Where there is any inconsistency between the terms of the Leisure Agreement and this Lease the Leisure Agreement shall prevail.

## 3. Demise and rent

In consideration of the rents and covenants on the part of the Tenant reserved and contained in this Lease the Landlord demises to the Tenant with full title guarantee all those the Premises together with the rights set out in schedule 2 excepting and reserving nevertheless unto the Landlord the rights and matters set out in schedule 1 and subject to (and where applicable with the benefit of) the matters



referred to in schedule 3 to hold the same to the Tenant for the Term but determinable as provided later in this Lease yielding and paying the Yearly Rent throughout the Term if and when demanded.

#### **4. Tenant's covenants**

The Tenant covenants with the Landlord as follows:

##### **4.1 To pay rent**

To pay the Yearly Rent reserved in clause 3.

##### **4.2 Signs**

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

##### **4.3 Planning**

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

##### **4.4 User**

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

##### **4.5 Notices**

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

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

##### **4.6 Alienation**

Not to assign, underlet, charge, part with the possession or share the possession, use or occupation of the whole or any part or parts of the Premises nor enter into a binding agreement to do any of the same provided that the Landlord consents to the grant of the Underlease by the Tenant.

##### **4.7 To yield up**

To yield up the Premises in accordance with the provisions of the Leisure Agreement provided that the Landlord may treat as abandoned by the Tenant any property not removed by the Tenant prior to the expiration of the Term and may as agent of the Tenant (and the Landlord

is hereby irrevocably appointed by the Tenant to act in that capacity) arrange for the removal and destruction or sale of the same after having given the Tenant at least 28 days' prior written notice of its intention to carry out such removal and destruction and having given the Tenant reasonable opportunity within such notice period to remove any such property.

## **5. Landlord's covenant**

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

## **6. Provisos agreements and declarations**

Provided always and it is hereby expressly agreed as follows:

### **6.1 Remedies**

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

### **6.2 Early termination of the Term**

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

### **6.3 No implied Rights**

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

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

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

6.4.1.1 the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the 1954 Act applying to the tenancy created by this Lease; and

6.4.1.2 who was duly authorised by the Tenant to do so made a statutory declaration dated in accordance with the requirements of section 38A(3)(b) of the 1954 Act.

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

**6.5 Notices**

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

**6.6 Contracts (Rights of Third Parties) Act 1999**

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

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

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

**6.8 Warranty on Use**

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

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

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

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

## **SCHEDULE 1**

### **EXCEPTIONS AND RESERVATIONS**

1. The free and uninterrupted passage and running of Services to and from the Retained Land in and through the Conducting Media which now are or may at any time hereafter during the Term be in, upon, through, under or over the Premises.
2. The right to maintain in, on, through, under or over the Premises at any time during the Term any easements or services for the benefit of the Retained Land, the right to connect into any Conducting Media on the Premises and the right to install and construct Conducting Media at the Premises to serve any part of the Retained Land.
3. The right at any time during the Term in accordance with the conditions for such entry included within the Leisure Agreement or otherwise (if no such conditions apply) at reasonable times and after reasonable prior written notice (except in an emergency when no notice shall be required) to enter upon the Premises to:
  - 3.1 inspect, maintain, relay, repair, replace or renew or execute any works whatever to or in connection with any of the Conducting Media easements or Services referred to in paragraphs 1 and 2 of this schedule 1;
  - 3.2 carry out any cleaning and or maintenance of the Landlord's Retained Land;
  - 3.3 exercise any of the rights granted or reserved to the Landlord by this Lease or the Leisure Agreement;
  - 3.4 connect into, inspect, repair and if necessary replace:
    - 3.4.1 the surface water connection shown coloured yellow on the Plan and the existing associated surface water drainage system together with the right to the passage of surface water through such system for the benefit of the part of the Landlord's Retained Land known as the Don Valley Bowl; and
    - 3.4.2 the manhole and foul sewer shown coloured blue on the Plan together with the right to the passage of foul water through such system for the benefit of the part of the Landlord's Retained Land known as the Don Valley Bowl

the Landlord exercising such rights only if such works cannot reasonably be effected without such entry and causing as little inconvenience as possible and remedying any physical damage so caused to the Tenant's reasonable satisfaction.
4. All liberties, privileges, easements, quasi easements, rights and advantages whatsoever now held or enjoyed with or appertaining or reputed to appertain to any other part of the Retained Land provided always that those matters or any of them reserved pursuant to this paragraph do not materially interfere with the Tenant's proper performance and exercise of its obligations and rights contained in the Leisure Agreement
5. The right to a vehicular right of way for the Landlord its tenants servants or agents and all others authorised by it over the access ways shown coloured green and green hatched black on the Plan

subject to the Tenant being able to close off access over the area coloured green hatched black on provision of an alternative vehicular access route from the maintenance depot on Shiregreen Lane at position A on the Plan such alternative route to be reasonably satisfactory to the Landlord.

6. The right for the Landlord to dedicate for public use at all times hereafter the permitted footpaths over the routes shown by a black dotted line on the Plan;
7. The right during the Term to lay and thereafter maintain any Conducting Media under those parts of the Premises which are not built upon from time to time subject to the Landlord making good any damage caused as a result of the exercise of such right to the reasonable satisfaction of the Tenant.
8. The right to deal in any manner whatsoever with the Retained Land and to erect, maintain, rebuild or alter or suffer to be erected, maintained, rebuilt or altered thereon any buildings whatsoever.
9. The right of support and protection by and from the Premises for adjoining buildings (whether now in existence or erected during the term) situated on the Retained Land.
10. The mines and minerals under the Premises and the airspace above the buildings on the Premises.

## **SCHEDULE 2**

### **RIGHTS GRANTED TO THE TENANT**

1. The right of support and protection by and from the Retained Land for the Premises and buildings (whether now in existence or erected during the term) situated on the Premises.
2. The free and uninterrupted passage and running of Services to and from the Premises in and through the Conducting Media which now are or may at any time hereafter during the Term be in, upon, through, under or over the Retained Land.
3. The right at any time during the Term in accordance with the conditions for such entry included within the Leisure Agreement or otherwise (if no such conditions apply) at reasonable times and after reasonable prior written notice (except in an emergency when no notice shall be required) to enter upon the Retained Land to:
  - 3.1 inspect, maintain, relay, repair, replace or renew or execute any works whatever to or in connection with any of the Conducting Media, easements or Services referred to in paragraph 2 of this schedule 2;
  - 3.2 carry out any cleaning and or maintenance of the Premises; or
  - 3.3 exercise any of the rights granted or reserved to the tenant by this Lease or the Leisure Agreement,

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

### **SCHEDULE 3**

#### **MATTERS SUBJECT TO WHICH THE LEASE IS GRANTED**

1. All subsisting rights easements and privileges belonging to or used or enjoyed by any adjoining or neighbouring premises whether or not belonging to the Landlord over or in respect of the Premises or any part thereof;
2. All matters referred to on the registers of title numbers SYK223511, SYK289093, SYK293497, SYK295533 and SYK352114;

## SIGNATURE PAGE

**THE COMMON SEAL** of **THE SHEFFIELD CITY COUNCIL** was affixed in the presence of:

**Authorised  
signatory**

Signature:

Name (in block  
capitals):

**EXECUTED** (but not delivered until the date  
hereof) as a **DEED** by **SPORTS AND  
LEISURE MANAGEMENT LTD** acting by ,  
a director, in the presence of:

**WITNESS**

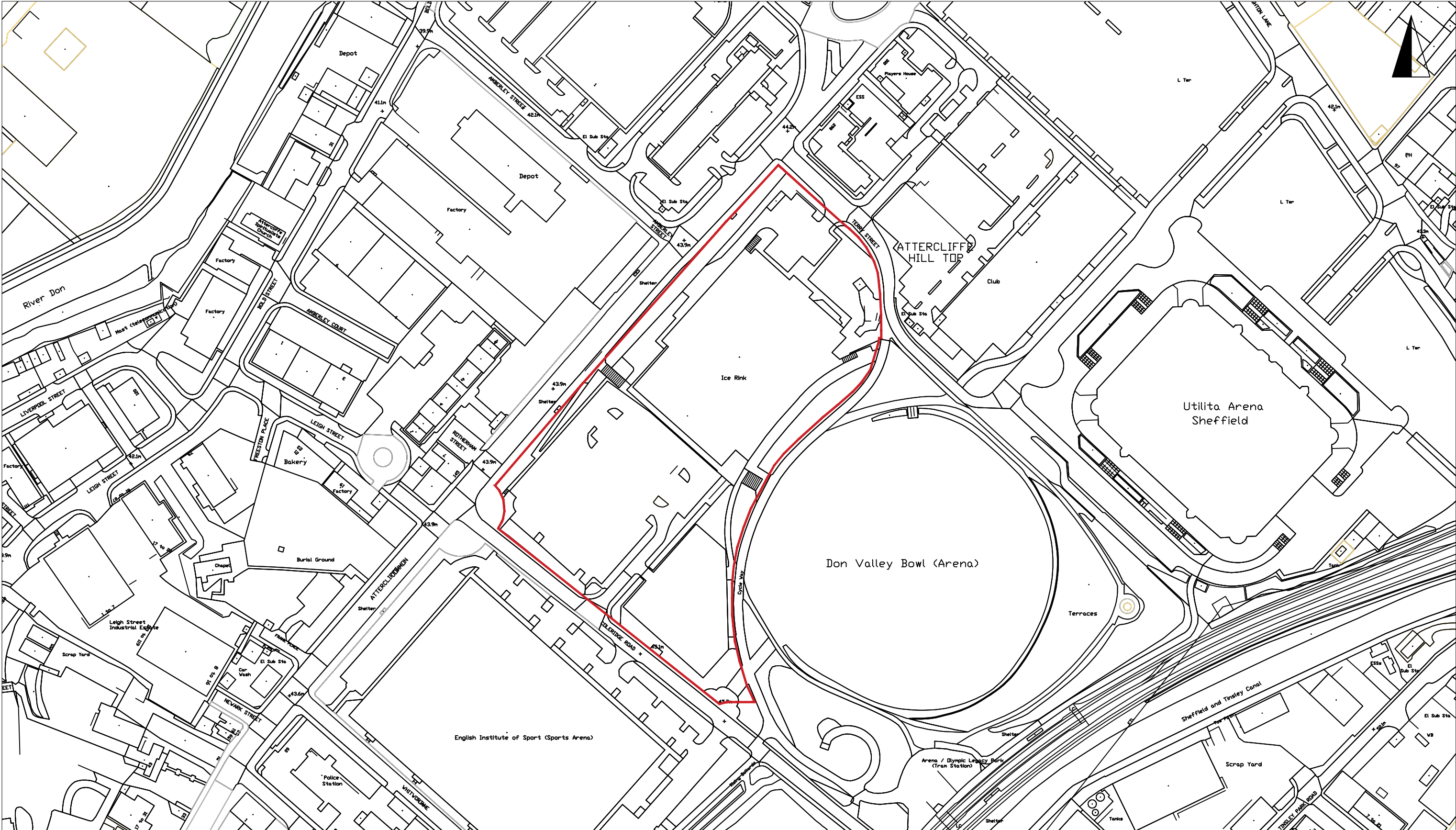
Signature:

Name (in block capitals):

Address:

Occupation:





Notes:

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Building

Drawing Title  
Ice Sheffield  
Sheffield  
S9 5DA

Location

Drawing No/File No

Project Ref.

Drawn TW

Scale  
1:2000

Date  
05/11/2024

Rev.

A3

**Sheffield**  
City Council





2025

(1) THE SHEFFIELD CITY COUNCIL

and

(2) SPORTS AND LEISURE MANAGEMENT LIMITED

**LEASE**  
relating to Ponds Forge, Pond Street, Sheffield

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**PRESCRIBED CLAUSES**

<b>LR1</b>	<b>Date of lease</b>	
<b>LR2</b>	<b>Title number(s)</b>	<p><b>LR2.1 Landlord's title number(s)</b></p> <p>SYK637622, YWE21228, SYK327601, YWE52795 and YWE22163</p> <p><b>LR2.2 Other title numbers</b></p> <p>None</p>
<b>LR3</b>	<b>Parties to this lease</b>	<p><b>Landlord</b></p> <p>The Sheffield City Council</p> <p><b>Tenant</b></p> <p>Sports and Leisure Management Limited</p> <p><b>Other parties</b></p> <p>None</p>
<b>LR4</b>	<b>Property</b>	<p><b>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</b></p> <p>Refer to the definition of "<b>Premises</b>" in clause 1 of this Lease</p>
<b>LR5</b>	<b>Prescribed statements etc.</b>	<p><b>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</b></p> <p>None</p> <p><b>LR5.2 This lease is made under, or by reference to, provisions of:</b></p> <p>None</p>
<b>LR6</b>	<b>Term for which the Property is leased</b>	The term as specified in this lease at clause 1 (the " <b>Term</b> ")
<b>LR7</b>	<b>Premium</b>	None

<b>LR8</b>	<b>Prohibitions or restrictions on disposing of this lease</b>	This lease contains a provision that prohibits or restricts dispositions
<b>LR9</b>	<b>Rights of acquisition etc.</b>	<p><b>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</b></p> <p>None</p> <p><b>LR9.2 Tenant's covenant to (or offer to) surrender this lease</b></p> <p>None</p> <p><b>LR9.3 Landlord's contractual rights to acquire this lease</b></p> <p>None</p>
<b>LR10</b>	<b>Restrictive covenants given in this lease by the Landlord in respect of land other than the Property</b>	None
<b>LR11</b>	<b>Easements</b>	<p><b>LR11.1 Easements granted by this lease for the benefit of the Property</b></p> <p>The easements as specified in schedule 2 of this lease</p> <p><b>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</b></p> <p>The easements as specified in schedule 1 of this lease</p>
<b>LR12</b>	<b>Estate rentcharge burdening the Property</b>	None
<b>LR13</b>	<b>Application for standard form of restriction</b>	None
<b>LR14</b>	<b>Declaration of trust where there is more than one person comprising the Tenant</b>	Not applicable

THIS LEASE is dated

2025

**BETWEEN**

- (1) **THE SHEFFIELD CITY COUNCIL** of Town Hall, Pinstone Street, Sheffield S1 2HH (the "**Landlord**"); and
- (2) **SPORTS AND LEISURE MANAGEMENT Limited**, (company number 02204085) whose registered office is at 2 Watling Drive, Sketchley Meadows, Hinckley, England, LE10 3EY (the "**Tenant**").

**TERMS AGREED**

**1. Definitions and interpretation**

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

"1954 Act"	the Landlord and Tenant Act 1954;
"Authorised Use"	use for the purposes prescribed under the Leisure Agreement;
"Conducting Media"	all pipes, wires, cables, sewers, tanks, cisterns, pumps, ducts, drains and other service conducting media now or at any time during the Term serving the Premises and other adjoining land whether for gas, foul and surface water drainage, water, electricity, telephone, telecommunications or any other service to the Premises;
"this Lease"	this deed as varied or supplemented by any document which is supplemental to this deed;
"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 Landlord and (2) the Tenant relating to the provision of leisure and sporting centres and facilities with ancillary uses at the Premises;
"Plan"	the plan attached to this Lease at Appendix 1;
"Planning Acts"	the Town and Country Planning Act 1990 (as amended), the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990 and the Planning (Consequential Provisions) Act 1990 and all secondary legislation including but not limited to the Town and Country (General Permitted Development) Order 1995;
"Premises"	the land and buildings at Ponds Forge, Sheffield shown edged red on the Plan together with all buildings, additions, alterations, improvements, and landlord's fixtures and fittings at the same from time to time as the same forms part of the land registered at the Land Registry under title numbers SYK637622, YWE21228, SYK327601, YWE52795 and YWE22163;

"Retained Land"	the adjoining or neighbouring land of the Landlord but excluding the Premises;
"Services"	foul and surface water, drainage, gas, electricity, telephone, telecommunications and other services to or on the Premises and the Retained Land;
" <a href="#">SLM Fitness and Health Operator</a> "	<a href="#">means SLM Fitness and Health Limited (company number 03813612) whose registered office is at 2 Watling Drive, Sketchley Meadows, Hinckley LE10 3EY</a>
" <a href="#">SLM Food and Beverage Operator</a> "	<a href="#">means SLM Food and Beverage Limited (company number 03813614) whose registered office is at 2 Watling Drive, Sketchley Meadows, Hinckley LE10 3EY</a>
" <a href="#">SLM Trust</a> "	<a href="#">means SLM Community Leisure Charitable Trust (company number 30005R) whose registered office is at 2 Watling Drive, Sketchley Meadows, Hinckley LE10 3EY</a>
"Term"	the term of years from and including the date hereof and terminating on 31 March 2040 being the Expiry Date as defined in the Leisure Agreement;
"Underlease"	an underlease between (1) the Tenant and (2) SLM Community Leisure Charitable Trust substantially in the form of the draft attached to this lease at Appendix 2;
"Yearly Rent"	£1 (one pound) per annum (if demanded).

## 2. Interpretation

- 2.1 The expression "the **Landlord**" shall include the person for the time being entitled to the reversion immediately expectant on the determination of the Term while the expression "the **Tenant**" shall include the Tenant's successors in title and assigns.
- 2.2 Subject to and without prejudice to clause 47 (*Change in Law*) of the Leisure Agreement, in this Lease references to any statute or statutory provision shall be deemed to refer to any statutory modification or re-enactment for the time being in force whether by statute or any directives and regulations (intended to have direct application within the United Kingdom) adopted by the Council of the European Communities.
- 2.3 The headings are inserted for convenience only and shall be ignored in construing the terms and provisions of this Lease.
- 2.4 References in this Lease to any clause, schedule or paragraph of a schedule without further designation shall be construed as a reference to the Clause, schedule or paragraph of the schedule to this Lease so numbered.

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

### **3. Demise and rent**

In consideration of the rents and covenants on the part of the Tenant reserved and contained in this Lease the Landlord demises to the Tenant with full title guarantee all those the Premises together with the rights set out in schedule 2 excepting and reserving nevertheless unto the Landlord the rights and matters set out in schedule 1 and subject to (and where applicable with the benefit of) the matters referred to in schedule 3 to hold the same to the Tenant for the Term but determinable as provided later in this Lease yielding and paying the Yearly Rent throughout the Term if and when demanded.

### **4. Tenant's covenants**

The Tenant covenants with the Landlord as follows:

#### **4.1 To pay rent**

To pay the Yearly Rent reserved in clause 3 [if and when demanded](#).

#### **4.2 Signs**

Save where necessary to comply with its obligations under the Leisure Agreement not to affix, place or exhibit or permit or suffer to be affixed, placed or exhibited to or upon the exterior of any part of the Premises or to or through any windows or to or upon any boundary wall rail or fence at the Premises any sign, placard, poster, signboard or other advertisement save as may have been previously approved in writing by the Landlord such approval not to be unreasonably withheld or delayed. [The Tenant may erect and maintain its usual fascia display and signage \(including projecting and illuminated signs\) in its national trading or corporate style and/or colours from time to time without the consent of the Landlord.](#)

#### **4.3 Planning**

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

#### **4.4 User**

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

#### **4.5 Notices**

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

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



#### 4.6 Alienation

Not to assign, underlet, charge, part with the possession or share the possession, use or occupation of the whole or any part or parts of the Premises nor enter into a binding agreement to do any of the same provided that the Landlord consents to the grant of the Underlease by the Tenant [to SLM Trust and the right for the undertenant to grant one licence to occupy to SLM Fitness and Health Operator and one licence to occupy to SLM Food and Beverage Operator in substantially the same form as appended to this Lease.](#)

#### 4.7 To yield up

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

### 5. Landlord's covenant

The Landlord covenants with the Tenant that the Tenant shall and may peaceably and quietly hold and enjoy the Premises during the Term without any interruption by the Landlord or any person rightfully claiming under or in trust for the Landlord [and to comply with their insurance obligations as set out in the Leisure Agreement.](#)

### 6. Provisos agreements and declarations

Provided always and it is hereby expressly agreed as follows:

#### 6.1 Remedies

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

#### 6.2 Early termination of the Term

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

#### 6.3 No implied Rights

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

restrict or prejudicially affect the future rebuilding alteration or development of the Retained Land or such other property.

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

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

6.4.1.1 the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the 1954 Act applying to the tenancy created by this Lease; and

6.4.1.2 who was duly authorised by the Tenant to do so made a statutory declaration dated in accordance with the requirements of section 38A(3)(b) of the 1954 Act.

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

#### 6.5 Notices

The service and receipt of notices shall be undertaken in accordance with the terms of the Lease Agreement.

#### 6.6 Contracts (Rights of Third Parties) Act 1999

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

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

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

#### 6.8 Warranty on Use

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

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

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

#### 6.10 Exclusion of Liability

6.10.1 Notwithstanding any other provisions in this lease the Tenant shall have no responsibility or liability whatsoever for the following:

6.10.1.1 the exceptions and reservations of the mines and minerals as detailed in the property register of Title Numbers YWE21228 ;

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6.10.1.2 Any action take which has a materially adverse effect on the Tenant's use of the Property pursuant to missing documents creating the reservation of rights detailed at paragraphs 5 and 6 of Schedule 3.

6.11 The Landlord shall be responsible for all such matters referred to in clause 6.10.1 and shall fully indemnify and hold harmless the Tenant against all liabilities, damages, costs or claims arising at any time resulting from all such matters in clause 6.10.1.

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

**SCHEDULE 1**  
**EXCEPTIONS AND RESERVATIONS**

1. The free and uninterrupted passage and running of Services to and from the Retained Land in and through the Conducting Media which now are or may at any time hereafter during the Term be in, upon, through, under or over the Premises.
2. The right to maintain in, on, through, under or over the Premises at any time during the Term any easements or services for the benefit of the Retained Land, the right to connect into any Conducting Media on the Premises and the right to install and construct Conducting Media at the Premises to serve any part of the Retained Land.
3. The right at any time during the Term in accordance with the conditions for such entry included within the Leisure Agreement or otherwise (if no such conditions apply) at reasonable times and after reasonable prior written notice (except in an emergency when no notice shall be required) to enter upon the Premises to:
  - 3.1 inspect, maintain, relay, repair, replace or renew or execute any works whatever to or in connection with any of the Conducting Media easements or Services referred to in paragraphs 1 and 2 of this schedule 1;
  - 3.2 carry out any cleaning and or maintenance of the Landlord's Retained Land; or
  - 3.3 exercise any of the rights granted or reserved to the Landlord by this Lease or the Leisure Agreement,the Landlord exercising such rights only if such works cannot reasonably be effected without such entry and causing as little inconvenience as possible and remedying any physical damage so caused to the Tenant's reasonable satisfaction.
4. All liberties, privileges, easements, quasi easements, rights and advantages whatsoever now held or enjoyed with or appertaining or reputed to appertain to any other part of the Retained Land provided always that those matters or any of them reserved pursuant to this paragraph do not materially interfere with the Tenant's proper performance and exercise of its obligations and rights contained in the Leisure Agreement
5. The right to construct a service road on the part of the Premises shown coloured brown on the Plan ("**the Brown Land**") for the purpose of giving access to the Premises and to the premises on the western side of the Brown Land and the right to grant such rights of way and other rights over the Brown Land to the Scottish Equitable Life Assurance Society and others as may be necessary to enable the Landlord to discharge its obligations under a Deed of Exchange dated 4 March 1971 and made between (1) Scottish Equitable Life Assurance Society and (2) The Lord Mayor Alderman and Citizens of the City of Sheffield;
6. The right to enter upon that part of the Premises shown coloured orange on the Plan ("**the Orange Land**") with or without workmen plant machinery equipment and tools and materials for the purpose of inspecting the premises adjacent to the Orange Land (including the retaining wall and piers supporting the Commercial Street highway) which the Landlord may in any capacity consider appropriate and the right to pass and repass (with or without workmen plant machinery equipment

tools and materials) across any part of the Premises for the purpose of obtaining access to the Orange Land and to erect scaffolding on the Orange Land for the purpose of carrying out such inspection and works Provided That in the exercise of such rights the Landlord shall cause as little inconvenience as reasonably practicable to the Tenant and shall make good all damage caused to the Premises.

7. The right to deal in any manner whatsoever with the Retained Land and to erect, maintain, rebuild or alter or suffer to be erected, maintained, rebuilt or altered thereon any buildings whatsoever.
8. The right of support and protection by and from the Premises for adjoining buildings (whether now in existence or erected during the term) situated on the Retained Land.
9. The mines and minerals under the Premises and the airspace above the buildings on the Premises.

## **SCHEDULE 2**

### **RIGHTS GRANTED TO THE TENANT**

1. The right of support and protection by and from the Retained Land for the Premises and buildings (whether now in existence or erected during the term) situated on the Premises.
2. The free and uninterrupted passage and running of Services to and from the Premises in and through the Conducting Media which now are or may at any time hereafter during the Term be in, upon, through, under or over the Retained Land.
3. The right at any time during the Term in accordance with the conditions for such entry included within the Leisure Agreement or otherwise (if no such conditions apply) at reasonable times and after reasonable prior written notice (except in an emergency when no notice shall be required) to enter upon the Retained Land to:
  - 3.1 inspect, maintain, relay, repair, replace or renew or execute any works whatever to or in connection with any of the Conducting Media, easements or Services referred to in paragraph 2 of this schedule 2;
  - 3.2 carry out any cleaning and or maintenance of the Premises; or
  - 3.3 exercise any of the rights granted or reserved to the tenant by this Lease or the Leisure Agreement,

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

### **SCHEDULE 3**

#### **MATTERS SUBJECT TO WHICH THE LEASE IS GRANTED**

1. All subsisting rights easements and privileges belonging to or used or enjoyed by any adjoining or neighbouring premises whether or not belonging to the Landlord over or in respect of the Premises or any part thereof;
2. All matters referred to on the registers of title numbers SYK637622, YWE21228, SYK327601, YWE52795 and YWE22163.

**SIGNATURE PAGE**

**THE COMMON SEAL** of **THE SHEFFIELD CITY COUNCIL** was affixed in the presence of:

**Authorised  
signatory**

Signature:

Name (in block  
capitals):

**EXECUTED** (but not delivered until the date  
hereof) as a **DEED** by **SPORTS AND  
LEISURE MANAGEMENT LTD** acting by ,  
a director, in the presence of:

**WITNESS**

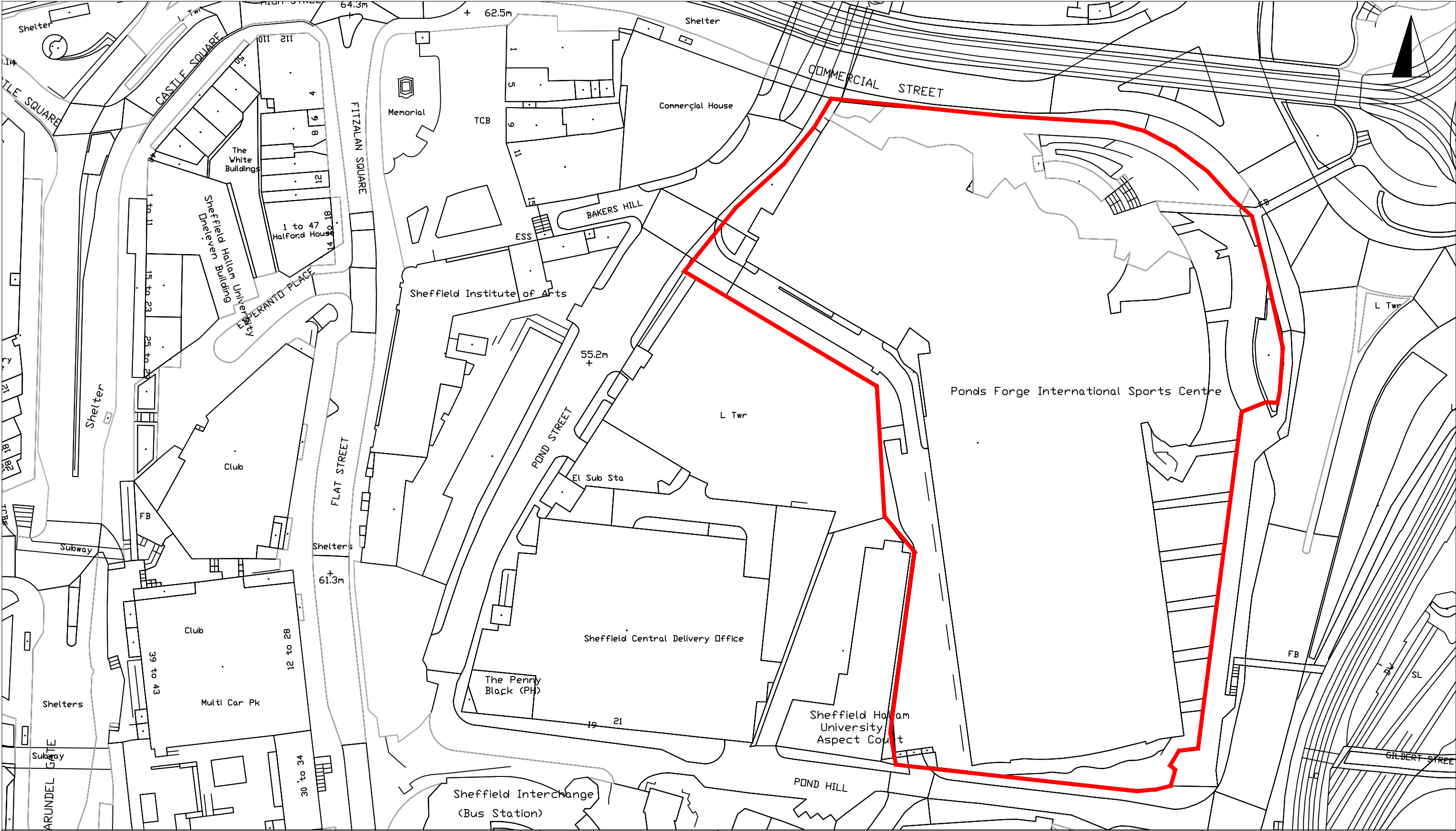
Signature:

Name (in block capitals):

Address:

Occupation:





Notes:

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Building

Drawing Title  
Ponds Forge  
Sheffield  
S1 2PZ

Scale  
1:1000

Date  
08/11/2024

**Sheffield**  
City Council



Location

Drawing No/File No

Rev.

Project Ref.

Drawn TW

A3



2025

(1) THE SHEFFIELD CITY COUNCIL

and

(2) SPORTS AND LEISURE MANAGEMENT LIMITED

**LEASE**  
relating to Springs Academy, East Bank Road, Sheffield

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## PRESCRIBED CLAUSES

<b>LR1</b>	<b>Date of lease</b>	
<b>LR2</b>	<b>Title number(s)</b>	<p><b>LR2.1 Landlord's title number(s)</b></p> <p>[SYK532608 and SYK532605] <del>[TBC]</del></p> <p><b>LR2.2 Other title numbers</b></p> <p>None</p>
<b>LR3</b>	<b>Parties to this lease</b>	<p><b>Landlord</b></p> <p>The Sheffield City Council</p> <p><b>Tenant</b></p> <p>Sports and Leisure Management Limited</p> <p><b>Other parties</b></p> <p>None</p>
<b>LR4</b>	<b>Property</b>	<p><b>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</b></p> <p>Refer to the definition of "<b>Premises</b>" in clause 1 of this Lease</p>
<b>LR5</b>	<b>Prescribed statements etc.</b>	<p><b>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</b></p> <p>None</p> <p><b>LR5.2 This lease is made under, or by reference to, provisions of:</b></p> <p>None</p>
<b>LR6</b>	<b>Term for which the Property is leased</b>	The term as specified in this lease at clause 1 (the " <b>Term</b> ")
<b>LR7</b>	<b>Premium</b>	None

<b>LR8</b>	<b>Prohibitions or restrictions on disposing of this lease</b>	This lease contains a provision that prohibits or restricts dispositions
<b>LR9</b>	<b>Rights of acquisition etc.</b>	<p><b>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</b></p> <p>None</p> <p><b>LR9.2 Tenant's covenant to (or offer to) surrender this lease</b></p> <p>None</p> <p><b>LR9.3 Landlord's contractual rights to acquire this lease</b></p> <p>None</p>
<b>LR10</b>	<b>Restrictive covenants given in this lease by the Landlord in respect of land other than the Property</b>	None
<b>LR11</b>	<b>Easements</b>	<p><b>LR11.1 Easements granted by this lease for the benefit of the Property</b></p> <p>The easements as specified in schedule 2 of this lease</p> <p><b>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</b></p> <p>The easements as specified in schedule 1 of this lease</p>
<b>LR12</b>	<b>Estate rentcharge burdening the Property</b>	None
<b>LR13</b>	<b>Application for standard form of restriction</b>	None
<b>LR14</b>	<b>Declaration of trust where there is more than one person comprising the Tenant</b>	Not applicable

**THIS LEASE** is dated

**2025**

**BETWEEN**

- (1) **THE SHEFFIELD CITY COUNCIL** of Town Hall, Pinstone Street, Sheffield S1 2HH (the "**Landlord**"); and
- (2) **SPORTS AND LEISURE MANAGEMENT Limited**, (company number 02204085) whose registered office is at 2 Watling Drive, Sketchley Meadows, Hinckley, England, LE10 3EY (the "**Tenant**").

**TERMS AGREED**

**1. Definitions and interpretation**

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

"1954 Act"	the Landlord and Tenant Act 1954;
"Authorised Use"	use for the purposes prescribed under the Leisure Agreement;
"Conducting Media"	all pipes, wires, cables, sewers, tanks, cisterns, pumps, ducts, drains and other service conducting media now or at any time during the Term serving the Premises and other adjoining land whether for gas, foul and surface water drainage, water, electricity, telephone, telecommunications or any other service to the Premises;
"Headleases"	(a) the lease of The Sports Centre, Springs Academy dated 1 September 2006 and made between (1) United Learning Trust and (2) Sheffield City Council; and  (b) the lease of The Youth Centre, Springs Academy dated 1 September 2006 and made between (1) United Learning Trust and (2) Sheffield City Council
"this Lease"	this deed as varied or supplemented by any document which is supplemental to this deed;
"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 Landlord and (2) the Tenant relating to the provision of leisure and sporting centres and facilities with ancillary uses at the Premises;
"Plan"	the plan attached to this Lease at Appendix 1;

<b>"Planning Acts"</b>	the Town and Country Planning Act 1990 (as amended), the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990 and the Planning (Consequential Provisions) Act 1990 and all secondary legislation including but not limited to the Town and Country (General Permitted Development) Order 1995;
<b>"Premises"</b>	the land and buildings at Springs Academy, Sheffield shown edged red on the Plan together with all buildings, additions, alterations, improvements, and landlord's fixtures and fittings at the same from time to time as the same forms part of the land registered at the Land Registry under title number <del>SYK532608</del> and SYK532605 <del>[TBC]</del> ;
<b>"Retained Land"</b>	the adjoining or neighbouring land of the Landlord but excluding the Premises;
<b>"Services"</b>	foul and surface water, drainage, gas, electricity, telephone, telecommunications and other services to or on the Premises and the Retained Land;
<b><u>"SLM Fitness and Health Operator"</u></b>	<u>means SLM Fitness and Health Limited (company number 03813612) whose registered office is at 2 Watling Drive, Sketchley Meadows, Hinckley LE10 3EY</u>
<b><u>"SLM Food and Beverage Operator"</u></b>	<u>means SLM Food and Beverage Limited (company number 03813614) whose registered office is at 2 Watling Drive, Sketchley Meadows, Hinckley LE10 3EY</u>
<b><u>"SLM Trust"</u></b>	<u>means SLM Community Leisure Charitable Trust (company number 30005R) whose registered office is at 2 Watling Drive, Sketchley Meadows, Hinckley LE10 3EY</u>
<b>"Term"</b>	the term of years from and including the date hereof and terminating on 31 March 2040 being the Expiry Date as defined in the Leisure Agreement;
<b>"Underlease"</b>	an underlease between (1) the Tenant and (2) SLM Community Leisure Charitable Trust substantially in the form of the draft attached to this lease at Appendix 2;
<b>"Yearly Rent"</b>	£1 (one pound) per annum (if demanded).

## 2. Interpretation

- 2.1 The expression "the **Landlord**" shall include the person for the time being entitled to the reversion immediately expectant on the determination of the Term while the expression "the **Tenant**" shall include the Tenant's successors in title and assigns.

- 2.2 Subject to and without prejudice to clause 47 (*Change in Law*) of the Leisure Agreement, in this Lease references to any statute or statutory provision shall be deemed to refer to any statutory modification or re-enactment for the time being in force whether by statute or any directives and regulations (intended to have direct application within the United Kingdom) adopted by the Council of the European Communities.
- 2.3 The headings are inserted for convenience only and shall be ignored in construing the terms and provisions of this Lease.
- 2.4 References in this Lease to any clause, schedule or paragraph of a schedule without further designation shall be construed as a reference to the Clause, schedule or paragraph of the schedule to this Lease so numbered.
- 2.5 Where there is any inconsistency between the terms of the Leisure Agreement and this Lease the Leisure Agreement shall prevail.

### **3. Demise and rent**

In consideration of the rents and covenants on the part of the Tenant reserved and contained in this Lease the Landlord demises to the Tenant with full title guarantee all those the Premises together with the rights set out in schedule 2 excepting and reserving nevertheless unto the Landlord the rights and matters set out in schedule 1 and subject to (and where applicable with the benefit of) the matters referred to in schedule 3 to hold the same to the Tenant for the Term but determinable as provided later in this Lease yielding and paying the Yearly Rent throughout the Term if and when demanded.

### **4. Tenant's covenants**

The Tenant covenants with the Landlord as follows:

#### **4.1 To pay rent**

To pay the Yearly Rent reserved in clause 3 [if and when demanded](#).

#### **4.2 Signs**

Save where necessary to comply with its obligations under the Leisure Agreement not to affix, place or exhibit or permit or suffer to be affixed, placed or exhibited to or upon the exterior of any part of the Premises or to or through any windows or to or upon any boundary wall rail or fence at the Premises any sign, placard, poster, signboard or other advertisement save as may have been previously approved in writing by the Landlord such approval not to be unreasonably withheld or delayed. [The Tenant may erect and maintain its usual fascia display and signage \(including projecting and illuminated signs\) in its national trading or corporate style and/or colours from time to time without the consent of the Landlord](#)

#### **4.3 Planning**

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



#### 4.4 User

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

#### 4.5 Notices

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

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

#### 4.6 Alienation

Not to assign, underlet, charge, part with the possession or share the possession, use or occupation of the whole or any part or parts of the Premises nor enter into a binding agreement to do any of the same provided that the Landlord consents to the grant of the Underlease by the Tenant [to SLM Trust and the right for the undertenant to grant one licence to occupy to SLM Fitness and Health Operator and one licence to occupy to SLM Food and Beverage Operator in substantially the same form as appended to this Lease](#).

#### 4.7 To yield up

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

### 5. Landlord's covenant

The Landlord covenants with the Tenant that the Tenant shall and may peaceably and quietly hold and enjoy the Premises during the Term without any interruption by the Landlord or any person rightfully claiming under or in trust for the Landlord [and to comply with their insurance obligations as set out in the Leisure Agreement](#).

### 6. Provisos agreements and declarations

Provided always and it is hereby expressly agreed as follows:

#### 6.1 Remedies

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

#### 6.2 Early termination of the Term

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

### **6.3 No implied Rights**

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

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

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

6.4.1.1 the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the 1954 Act applying to the tenancy created by this Lease; and

6.4.1.2 who was duly authorised by the Tenant to do so made a statutory declaration dated in accordance with the requirements of section 38A(3)(b) of the 1954 Act.

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

### **6.5 Notices**

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

### **6.6 Contracts (Rights of Third Parties) Act 1999**

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

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

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

### **6.8 Warranty on Use**

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

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

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

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

## **SCHEDULE 1**

### **EXCEPTIONS AND RESERVATIONS**

1. The free and uninterrupted passage and running of Services to and from the Retained Land in and through the Conducting Media which now are or may at any time hereafter during the Term be in, upon, through, under or over the Premises.
2. The right to maintain in, on, through, under or over the Premises at any time during the Term any easements or services for the benefit of the Retained Land, the right to connect into any Conducting Media on the Premises and the right to install and construct Conducting Media at the Premises to serve any part of the Retained Land.
3. The right at any time during the Term in accordance with the conditions for such entry included within the Leisure Agreement or otherwise (if no such conditions apply) at reasonable times and after reasonable prior written notice (except in an emergency when no notice shall be required) to enter upon the Premises to:
  - 3.1 inspect, maintain, relay, repair, replace or renew or execute any works whatever to or in connection with any of the Conducting Media easements or Services referred to in paragraphs 1 and 2 of this schedule 1;
  - 3.2 carry out any cleaning and or maintenance of the Landlord's Retained Land; or
  - 3.3 exercise any of the rights granted or reserved to the Landlord by this Lease or the Leisure Agreement,

the Landlord exercising such rights only if such works cannot reasonably be effected without such entry and causing as little inconvenience as possible and remedying any physical damage so caused to the Tenant's reasonable satisfaction.
4. All liberties, privileges, easements, quasi easements, rights and advantages whatsoever now held or enjoyed with or appertaining or reputed to appertain to any other part of the Retained Land provided always that those matters or any of them reserved pursuant to this paragraph do not materially interfere with the Tenant's proper performance and exercise of its obligations and rights contained in the Leisure Agreement
5. The right to deal in any manner whatsoever with the Retained Land and to erect, maintain, rebuild or alter or suffer to be erected, maintained, rebuilt or altered thereon any buildings whatsoever.
6. The right of support and protection by and from the Premises for adjoining buildings (whether now in existence or erected during the term) situated on the Retained Land.
7. The mines and minerals under the Premises and the airspace above the buildings on the Premises.

## **SCHEDULE 2**

### **RIGHTS GRANTED TO THE TENANT**

1. The right of support and protection by and from the Retained Land for the Premises and buildings (whether now in existence or erected during the term) situated on the Premises.
2. The free and uninterrupted passage and running of Services to and from the Premises in and through the Conducting Media which now are or may at any time hereafter during the Term be in, upon, through, under or over the Retained Land.
3. The right at any time during the Term in accordance with the conditions for such entry included within the Leisure Agreement or otherwise (if no such conditions apply) at reasonable times and after reasonable prior written notice (except in an emergency when no notice shall be required) to enter upon the Retained Land to:
  - 3.1 inspect, maintain, relay, repair, replace or renew or execute any works whatever to or in connection with any of the Conducting Media, easements or Services referred to in paragraph 2 of this schedule 2;
  - 3.2 carry out any cleaning and or maintenance of the Premises; or
  - 3.3 exercise any of the rights granted or reserved to the tenant by this Lease or the Leisure Agreement,

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

### **SCHEDULE 3**

#### **MATTERS SUBJECT TO WHICH THE LEASE IS GRANTED**

1. All subsisting rights easements and privileges belonging to or used or enjoyed by any adjoining or neighbouring premises whether or not belonging to the Landlord over or in respect of the Premises or any part thereof;
2. All matters referred to on the registers of title numbers SYK532608 and SYK532605;
3. The Headleases.

## SIGNATURE PAGE

**THE COMMON SEAL** of **THE SHEFFIELD CITY COUNCIL** was affixed in the presence of:

**Authorised  
signatory**

Signature:

Name (in block  
capitals):

**EXECUTED** (but not delivered until the date  
hereof) as a **DEED** by **SPORTS AND  
LEISURE MANAGEMENT LTD** acting by ,  
a director, in the presence of:

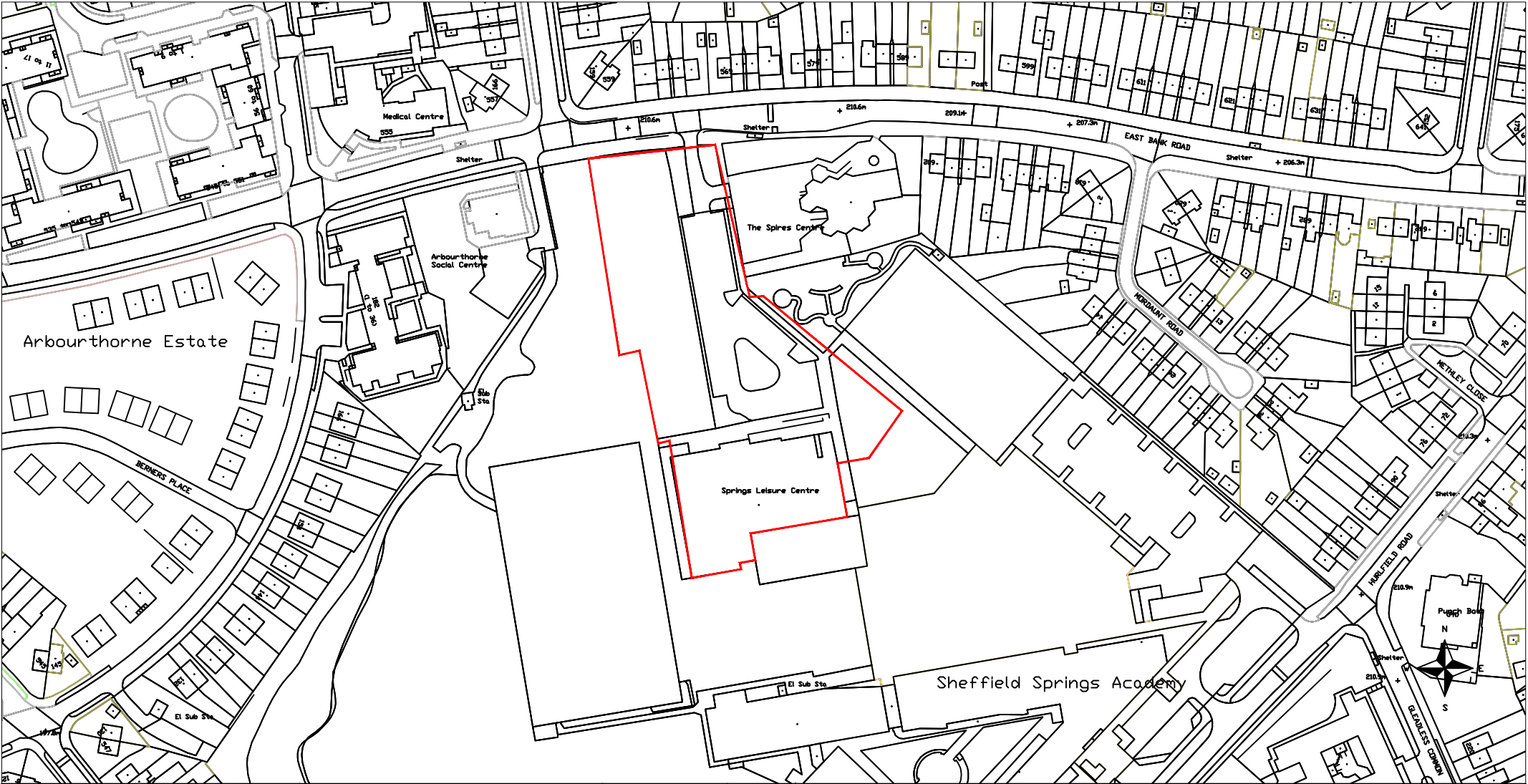
**WITNESS**

Signature:

Name (in block capitals):

Address:

Occupation:



Building	Drawing Title	Scale	<div>Sheffield City Council</div>
		1:2000	
Name	Ref	Date	
		26/11/2024	
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2025

(1) THE SHEFFIELD CITY COUNCIL

and

(2) SPORTS AND LEISURE MANAGEMENT LIMITED

**LEASE**  
relating to Thorncliffe Health & Leisure Centre, Packhorse Lane, Sheffield

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**PRESCRIBED CLAUSES**

<b>LR1</b>	<b>Date of lease</b>	
<b>LR2</b>	<b>Title number(s)</b>	<p><b>LR2.1 Landlord's title number(s)</b></p> <p>SYK17205 and SYK630060</p> <p><b>LR2.2 Other title numbers</b></p> <p>None</p>
<b>LR3</b>	<b>Parties to this lease</b>	<p><b>Landlord</b></p> <p>The Sheffield City Council</p> <p><b>Tenant</b></p> <p>Sports and Leisure Management Limited</p> <p><b>Other parties</b></p> <p>None</p>
<b>LR4</b>	<b>Property</b>	<p><b>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</b></p> <p>Refer to the definition of "<b>Premises</b>" in clause 1 of this Lease</p>
<b>LR5</b>	<b>Prescribed statements etc.</b>	<p><b>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</b></p> <p>None</p> <p><b>LR5.2 This lease is made under, or by reference to, provisions of:</b></p> <p>None</p>
<b>LR6</b>	<b>Term for which the Property is leased</b>	The term as specified in this lease at clause 1 (the " <b>Term</b> ")
<b>LR7</b>	<b>Premium</b>	None

<b>LR8</b>	<b>Prohibitions or restrictions on disposing of this lease</b>	This lease contains a provision that prohibits or restricts dispositions
<b>LR9</b>	<b>Rights of acquisition etc.</b>	<p><b>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</b></p> <p>None</p> <p><b>LR9.2 Tenant's covenant to (or offer to) surrender this lease</b></p> <p>None</p> <p><b>LR9.3 Landlord's contractual rights to acquire this lease</b></p> <p>None</p>
<b>LR10</b>	<b>Restrictive covenants given in this lease by the Landlord in respect of land other than the Property</b>	None
<b>LR11</b>	<b>Easements</b>	<p><b>LR11.1 Easements granted by this lease for the benefit of the Property</b></p> <p>The easements as specified in schedule 2 of this lease</p> <p><b>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</b></p> <p>The easements as specified in schedule 1 of this lease</p>
<b>LR12</b>	<b>Estate rentcharge burdening the Property</b>	None
<b>LR13</b>	<b>Application for standard form of restriction</b>	None
<b>LR14</b>	<b>Declaration of trust where there is more than one person comprising the Tenant</b>	Not applicable

THIS LEASE is dated

2025

**BETWEEN**

- (1) **THE SHEFFIELD CITY COUNCIL** of Town Hall, Pinstone Street, Sheffield S1 2HH (the "**Landlord**"); and
- (2) **SPORTS AND LEISURE MANAGEMENT Limited**, (company number 02204085) whose registered office is at 2 Watling Drive, Sketchley Meadows, Hinckley, England, LE10 3EY (the "**Tenant**").

**TERMS AGREED**

**1. Definitions and interpretation**

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

"1954 Act"	the Landlord and Tenant Act 1954;
"Authorised Use"	use for the purposes prescribed under the Leisure Agreement;
"Conducting Media"	all pipes, wires, cables, sewers, tanks, cisterns, pumps, ducts, drains and other service conducting media now or at any time during the Term serving the Premises and other adjoining land whether for gas, foul and surface water drainage, water, electricity, telephone, telecommunications or any other service to the Premises;
"FA Car Park"	the car park shaded yellow on the Plan;
"this Lease"	this deed as varied or supplemented by any document which is supplemental to this deed;
"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 Landlord and (2) the Tenant relating to the provision of leisure and sporting centres and facilities with ancillary uses at the Premises;
"Plan"	the plan attached to this Lease at Appendix 1;
"Planning Acts"	the Town and Country Planning Act 1990 (as amended), the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990 and the Planning (Consequential Provisions) Act 1990 and all secondary legislation including but not limited to the Town and Country (General Permitted Development) Order 1995;

Commented [JW1]: Still not shown on the plan

<b>"Premises"</b>	the land and buildings at Thorncliffe Health & Leisure Centre, Sheffield shown edged red on the Plan together with all buildings, additions, alterations, improvements, and landlord's fixtures and fittings at the same from time to time as the same forms part of the land registered at the Land Registry under title number SYK17205 and SYK630060;
<b>"Retained Land"</b>	the adjoining or neighbouring land of the Landlord but excluding the Premises;
<b>"Services"</b>	foul and surface water, drainage, gas, electricity, telephone, telecommunications and other services to or on the Premises and the Retained Land;
<b><u>"SLM Fitness and Health Operator"</u></b>	<u>means SLM Fitness and Health Limited (company number 03813612) whose registered office is at 2 Watling Drive, Sketchley Meadows, Hinckley LE10 3EY</u>
<b><u>"SLM Food and Beverage Operator"</u></b>	<u>means SLM Food and Beverage Limited (company number 03813614) whose registered office is at 2 Watling Drive, Sketchley Meadows, Hinckley LE10 3EY</u>
<b><u>"SLM Trust"</u></b>	<u>means SLM Community Leisure Charitable Trust (company number 30005R) whose registered office is at 2 Watling Drive, Sketchley Meadows, Hinckley LE10 3EY</u>
<b>"Term"</b>	the term of years from and including the date hereof and terminating on 31 March 2040 being the Expiry Date as defined in the Leisure Agreement;
<b>"Underlease"</b>	an underlease between (1) the Tenant and (2) SLM Community Leisure Charitable Trust substantially in the form of the draft attached to this lease at Appendix 2;
<b>"Yearly Rent"</b>	£1 (one pound) per annum (if demanded).

## 2. Interpretation

- 2.1 The expression "the **Landlord**" shall include the person for the time being entitled to the reversion immediately expectant on the determination of the Term while the expression "the **Tenant**" shall include the Tenant's successors in title and assigns.
- 2.2 Subject to and without prejudice to clause 47 (*Change in Law*) of the Leisure Agreement, in this Lease references to any statute or statutory provision shall be deemed to refer to any statutory modification or re-enactment for the time being in force whether by statute or any directives and regulations (intended to have direct application within the United Kingdom) adopted by the Council of the European Communities.

- 2.3 The headings are inserted for convenience only and shall be ignored in construing the terms and provisions of this Lease.
- 2.4 References in this Lease to any clause, schedule or paragraph of a schedule without further designation shall be construed as a reference to the Clause, schedule or paragraph of the schedule to this Lease so numbered.
- 2.5 Where there is any inconsistency between the terms of the Leisure Agreement and this Lease the Leisure Agreement shall prevail.

### **3. Demise and rent**

In consideration of the rents and covenants on the part of the Tenant reserved and contained in this Lease the Landlord demises to the Tenant with full title guarantee all those the Premises together with the rights set out in schedule 2 excepting and reserving nevertheless unto the Landlord the rights and matters set out in schedule 1 and subject to (and where applicable with the benefit of) the matters referred to in schedule 3 to hold the same to the Tenant for the Term but determinable as provided later in this Lease yielding and paying the Yearly Rent throughout the Term if and when demanded.

### **4. Tenant's covenants**

The Tenant covenants with the Landlord as follows:

#### **4.1 To pay rent**

To pay the Yearly Rent reserved in clause 3 [if and when demanded](#).

#### **4.2 Signs**

Save where necessary to comply with its obligations under the Leisure Agreement not to affix, place or exhibit or permit or suffer to be affixed, placed or exhibited to or upon the exterior of any part of the Premises or to or through any windows or to or upon any boundary wall rail or fence at the Premises any sign, placard, poster, signboard or other advertisement save as may have been previously approved in writing by the Landlord such approval not to be unreasonably withheld or delayed. [The Tenant may erect and maintain its usual fascia display and signage \(including projecting and illuminated signs\) in its national trading or corporate style and/or colours from time to time without the consent of the Landlord](#)

#### **4.3 Planning**

Subject to the terms of the Leisure Agreement not to do anything in breach of the Planning Acts and to give as soon as reasonably practicable full particulars to the Landlord of any notice, proposal or order issued under the Planning Acts in respect of or affecting the Premises [to SLM Trust and the right for the undertenant to grant one licence to occupy to SLM Fitness and Health Operator and one licence to occupy to SLM Food and Beverage Operator in substantially the same form as appended to this Lease](#).

#### **4.4 User**

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

#### **4.5 Notices**

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

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

#### 4.6 **Alienation**

Not to assign, underlet, charge, part with the possession or share the possession, use or occupation of the whole or any part or parts of the Premises nor enter into a binding agreement to do any of the same provided that the Landlord consents to the grant of the Underlease by the Tenant.

#### 4.7 **To yield up**

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

### 5. **Landlord's covenant**

The Landlord covenants with the Tenant that the Tenant shall and may peaceably and quietly hold and enjoy the Premises during the Term without any interruption by the Landlord or any person rightfully claiming under or in trust for the Landlord [and to comply with their insurance obligations as set out in the Leisure Agreement](#).

### 6. **Provisos agreements and declarations**

Provided always and it is hereby expressly agreed as follows:

#### 6.1 **Remedies**

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

#### 6.2 **Early termination of the Term**

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



### 6.3 No implied Rights

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

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

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

6.4.1.1 the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the 1954 Act applying to the tenancy created by this Lease; and

6.4.1.2 who was duly authorised by the Tenant to do so made a statutory declaration dated in accordance with the requirements of section 38A(3)(b) of the 1954 Act.

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

### 6.5 Notices

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

### 6.6 Contracts (Rights of Third Parties) Act 1999

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

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

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

### 6.8 Warranty on Use

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

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

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

### [6.10 Exclusion of Liability](#)

6.10.1 Notwithstanding any other provisions in this lease the Tenant shall have no responsibility or liability whatsoever for the following:

6.10.1.1 the exceptions and reservations of the mines and minerals as detailed in the property register of Title Numbers SYK17205 and SYK630060;

6.10.2 The Landlord shall be responsible for all such matters referred to in clause 6.10.1 and shall fully indemnify and hold harmless the Tenant against all liabilities, damages, costs or claims arising at any time resulting from all such matters in clause 6.10.1.

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

## SCHEDULE 1

### EXCEPTIONS AND RESERVATIONS

1 A right of way with or without vehicles, plant and machinery and/or equipment by a reasonably convenient route over such parts of the Premises as are not occupied by buildings or other permanent structures, as is reasonably necessary for the purpose of gaining access to and egress from the Retained Land.

**Commented [JW2]:** Access rights need to be shown on a plan. Is this the area coloured green on the demise plan?

1 The right to reasonable use of the car parking spaces on the Premises (as reasonably designated by the Tenant for such purposes) for the parking of private motor vehicles for the benefit of the Retained Land in such places as the Tenant may reasonably designate from time to time and subject to available capacity on a first come first served basis, but for no other purpose.

2 The right, in conjunction with the right contained in paragraph 1, to create openings and/or gates in the boundaries between the Premises and the Retained Land, subject to the Landlord having reasonable regard to the Tenant's security requirements.

3 The free and uninterrupted passage and running of Services to and from the Retained Land in and through the Conducting Media which now are or may at any time hereafter during the Term be in, upon, through, under or over the Premises.

4 The right to maintain in, on, through, under or over the Premises at any time during the Term any easements or services for the benefit of the Retained Land, the right to connect into any Conducting Media on the Premises and the right to install and construct Conducting Media at the Premises to serve any part of the Retained Land.

5 Rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the term.

6 At any time during the term, the full and free right to develop any part of the Retained Land and any neighbouring or adjoining Premises in which the Landlord acquires an interest during the term as the Landlord may think fit.

7 The right to build on or into any boundary wall of the Premises in connection with any of the Reservations.

8 The right to re-route any Conducting Media at or serving the Premises

9

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~~109~~ The right at any time during the Term in accordance with the conditions for such entry included within the Leisure Agreement or otherwise (if no such conditions apply) at reasonable times and after reasonable prior written notice (except in an emergency when no notice shall be required) to enter upon the Premises to

~~10-19.1~~ inspect, maintain, relay, repair, replace or renew or execute any works whatever to or in connection with any of the Conducting Media easements or Services referred to in paragraphs 1 and 2 of this schedule 1;

~~10-29.2~~ carry out any cleaning and or maintenance of the Landlord's Retained Land; or

~~40.39.3~~ exercise any of the rights granted or reserved to the Landlord by this Lease or the Leisure Agreement

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

~~44~~<sup>10</sup> All liberties, privileges, easements, quasi easements, rights and advantages whatsoever now held or enjoyed with or appertaining or reputed to appertain to any other part of the Retained Land provided always that those matters or any of them reserved pursuant to this paragraph do not materially interfere with the Tenant's proper performance and exercise of its obligations and rights contained in the Leisure Agreement;

~~42~~<sup>11</sup> The right during the Term to lay and thereafter maintain any Conducting Media under those parts of the Premises which are not built upon from time to time subject to the Landlord making good any damage caused as a result of the exercise of such right to the reasonable satisfaction of the Tenant;

~~43~~<sup>12</sup> The right to deal in any manner whatsoever with the Retained Land and to erect, maintain, rebuild or alter or suffer to be erected, maintained, rebuilt or altered thereon any buildings whatsoever;

~~44~~<sup>13</sup> The right of support and protection by and from the Premises for adjoining buildings (whether now in existence or erected during the term) situated on the Retained Land;

~~45~~<sup>14</sup> The mines and minerals under the Premises and the airspace above the buildings on the Premises.

## **SCHEDULE 2**

### **RIGHTS GRANTED TO THE TENANT**

1. The right of support and protection by and from the Retained Land for the Premises and buildings (whether now in existence or erected during the term) situated on the Premises.
2. The free and uninterrupted passage and running of Services to and from the Premises in and through the Conducting Media which now are or may at any time hereafter during the Term be in, upon, through, under or over the Retained Land.
3. The right at any time during the Term in accordance with the conditions for such entry included within the Leisure Agreement or otherwise (if no such conditions apply) at reasonable times and after reasonable prior written notice (except in an emergency when no notice shall be required) to enter upon the Retained Land to:
  - 3.1 inspect, maintain, relay, repair, replace or renew or execute any works whatever to or in connection with any of the Conducting Media, easements or Services referred to in paragraph 2 of this schedule 2;
  - 3.2 carry out any cleaning and or maintenance of the Premises; or
  - 3.3 exercise any of the rights granted or reserved to the tenant by this Lease or the Leisure Agreement,the Tenant exercising such rights only if such works cannot reasonably be effected without such entry and causing as little inconvenience as possible and remedying any physical damage so caused to the Landlord's reasonable satisfaction
4. The right of access with or without vehicles, plant and machinery and/or equipment over such parts of the Retained Land as is reasonably necessary for access to and egress from the Premises to and from the nearest public highway.
5. The right to reasonable use of the FA Car Park for the parking of private motor vehicles subject to available capacity on a first come first served basis, but for no other purpose.

### **SCHEDULE 3**

#### **MATTERS SUBJECT TO WHICH THE LEASE IS GRANTED**

1. All subsisting rights easements and privileges belonging to or used or enjoyed by any adjoining or neighbouring premises whether or not belonging to the Landlord over or in respect of the Premises or any part thereof;
2. All matters referred to on the registers of title numbers SYK17205 and SYK630060;

**SIGNATURE PAGE**

**THE COMMON SEAL** of **THE SHEFFIELD CITY COUNCIL** was affixed in the presence of:

**Authorised  
signatory**

Signature:

Name (in block  
capitals):

**EXECUTED** (but not delivered until the date  
hereof) as a **DEED** by **SPORTS AND  
LEISURE MANAGEMENT LTD** acting by ,  
a director, in the presence of:

**WITNESS**

Signature:

Name (in block capitals):

Address:

Occupation:



- Changing
- Circulation
- Facilities
- First Aid
- Fitness Suite
- Health & Consultation
- Lobby / Viewing
- Office
- Plant
- Pool Hall
- Storage
- Studio

Rev	Wall types added. Fire strategy comments incorporated			GK	24.07.14
Rev	Description			By	Date
Client	Kier				
Job	Sheffield North Active				
Drawing	Proposed Ground Floor Plan				
Drawn By	P3963 - 210				Rev A
Date	16/07/14	Scale 1 : 100	@ A1		
Drawing Status	GK	MJH	Approved	GK	
	Feasibility	Tender	Construction		
	Design	Contract	As Built		

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2025

(1) THE SHEFFIELD CITY COUNCIL

and

(2) SPORTS AND LEISURE MANAGEMENT LIMITED

**LEASE**  
relating to Tinsley Park Golf Course, Insley Lane, Sheffield

**CONTENTS**

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**PRESCRIBED CLAUSES**

<b>LR1</b>	<b>Date of lease</b>	
<b>LR2</b>	<b>Title number(s)</b>	<p><b>LR2.1 Landlord's title number(s)</b></p> <p>SYK311856, SYK629863, SYK639732</p> <p><b>LR2.2 Other title numbers</b></p> <p>None</p>
<b>LR3</b>	<b>Parties to this lease</b>	<p><b>Landlord</b></p> <p>The Sheffield City Council</p> <p><b>Tenant</b></p> <p>Sports and Leisure Management Limited</p> <p><b>Other parties</b></p> <p>None</p>
<b>LR4</b>	<b>Property</b>	<p><b>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</b></p> <p>Refer to the definition of "<b>Premises</b>" in clause 1 of this Lease</p>
<b>LR5</b>	<b>Prescribed statements etc.</b>	<p><b>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</b></p> <p>Refer to clause 6.9 of this Lease.</p> <p><b>LR5.2 This lease is made under, or by reference to, provisions of:</b></p> <p>None</p>
<b>LR6</b>	<b>Term for which the Property is leased</b>	The term as specified in this lease at clause 1 (the " <b>Term</b> ")
<b>LR7</b>	<b>Premium</b>	None

<b>LR8</b>	<b>Prohibitions or restrictions on disposing of this lease</b>	This lease contains a provision that prohibits or restricts dispositions
<b>LR9</b>	<b>Rights of acquisition etc.</b>	<p><b>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</b></p> <p>None</p> <p><b>LR9.2 Tenant's covenant to (or offer to) surrender this lease</b></p> <p>None</p> <p><b>LR9.3 Landlord's contractual rights to acquire this lease</b></p> <p>None</p>
<b>LR10</b>	<b>Restrictive covenants given in this lease by the Landlord in respect of land other than the Property</b>	None
<b>LR11</b>	<b>Easements</b>	<p><b>LR11.1 Easements granted by this lease for the benefit of the Property</b></p> <p>The easements as specified in schedule 2 of this lease</p> <p><b>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</b></p> <p>The easements as specified in schedule 1 of this lease</p>
<b>LR12</b>	<b>Estate rentcharge burdening the Property</b>	None
<b>LR13</b>	<b>Application for standard form of restriction</b>	None
<b>LR14</b>	<b>Declaration of trust where there is more than one person comprising the Tenant</b>	Not applicable

THIS LEASE is dated

2025

**BETWEEN**

- (1) **THE SHEFFIELD CITY COUNCIL** of Town Hall, Pinstone Street, Sheffield S1 2HH (the "**Landlord**"); and
- (2) **SPORTS AND LEISURE MANAGEMENT Limited**, (company number 02204085) whose registered office is at 2 Watling Drive, Sketchley Meadows, Hinckley, England, LE10 3EY (the "**Tenant**").

**TERMS AGREED**

**1. Definitions and interpretation**

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

"1954 Act"	the Landlord and Tenant Act 1954;
"Authorised Use"	use for the purposes prescribed under the Leisure Agreement;
"Conducting Media"	all pipes, wires, cables, sewers, tanks, cisterns, pumps, ducts, drains and other service conducting media now or at any time during the Term serving the Premises and other adjoining land whether for gas, foul and surface water drainage, water, electricity, telephone, telecommunications or any other service to the Premises;
"this Lease"	this deed as varied or supplemented by any document which is supplemental to this deed;
"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 Landlord and (2) the Tenant relating to the provision of leisure and sporting centres and facilities with ancillary uses at the Premises;
"Plan"	the plan attached to this Lease at Appendix 1;
"Planning Acts"	the Town and Country Planning Act 1990 (as amended), the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990 and the Planning (Consequential Provisions) Act 1990 and all secondary legislation including but not limited to the Town and Country (General Permitted Development) Order 1995;
"Premises"	the land and buildings at Tinsley Park Golf Course shown edged red on the Plan together with all buildings, additions, alterations, improvements, and landlord's fixtures and fittings at the same from time to time as the same forms part of the land registered at the Land Registry under title numbers SYK311856, SYK629863, SYK639732;

<b>"Retained Land"</b>	the adjoining or neighbouring land of the Landlord but excluding the Premises;
<b>"Services"</b>	foul and surface water, drainage, gas, electricity, telephone, telecommunications and other services to or on the Premises and the Retained Land;
<b><u>"SLM Fitness and Health Operator"</u></b>	<a href="#">means SLM Fitness and Health Limited (company number 03813612) whose registered office is at 2 Watling Drive, Sketchley Meadows, Hinckley LE10 3EY</a>
<b><u>"SLM Food and Beverage Operator"</u></b>	<a href="#">means SLM Food and Beverage Limited (company number 03813614) whose registered office is at 2 Watling Drive, Sketchley Meadows, Hinckley LE10 3EY</a>
<b><u>"SLM Trust"</u></b>	<a href="#">means SLM Community Leisure Charitable Trust (company number 30005R) whose registered office is at 2 Watling Drive, Sketchley Meadows, Hinckley LE10 3EY</a>
<b>"Term"</b>	the term of years from and including the date hereof and terminating on 31 March 2040 being the Expiry Date as defined in the Leisure Agreement;
<b>"Underlease"</b>	an underlease between (1) the Tenant and (2) SLM Community Leisure Charitable Trust substantially in the form of the draft attached to this lease at Appendix 2;
<b>"Yearly Rent"</b>	£1 (one pound) per annum (if demanded).

## 2. Interpretation

- 2.1 The expression "the **Landlord**" shall include the person for the time being entitled to the reversion immediately expectant on the determination of the Term while the expression "the **Tenant**" shall include the Tenant's successors in title and assigns.
- 2.2 Subject to and without prejudice to clause 47 (*Change in Law*) of the Leisure Agreement, in this Lease references to any statute or statutory provision shall be deemed to refer to any statutory modification or re-enactment for the time being in force whether by statute or any directives and regulations (intended to have direct application within the United Kingdom) adopted by the Council of the European Communities.
- 2.3 The headings are inserted for convenience only and shall be ignored in construing the terms and provisions of this Lease.
- 2.4 References in this Lease to any clause, schedule or paragraph of a schedule without further designation shall be construed as a reference to the Clause, schedule or paragraph of the schedule to this Lease so numbered.

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

### **3. Demise and rent**

In consideration of the rents and covenants on the part of the Tenant reserved and contained in this Lease the Landlord demises to the Tenant with full title guarantee all those the Premises together with the rights set out in schedule 2 excepting and reserving nevertheless unto the Landlord the rights and matters set out in schedule 1 and subject to (and where applicable with the benefit of) the matters referred to in schedule 3 to hold the same to the Tenant for the Term but determinable as provided later in this Lease yielding and paying the Yearly Rent throughout the Term if and when demanded.

### **4. Tenant's covenants**

The Tenant covenants with the Landlord as follows:

#### **4.1 To pay rent**

To pay the Yearly Rent reserved in clause 3 [if and when demanded](#).

#### **4.2 Signs**

Save where necessary to comply with its obligations under the Leisure Agreement not to affix, place or exhibit or permit or suffer to be affixed, placed or exhibited to or upon the exterior of any part of the Premises or to or through any windows or to or upon any boundary wall rail or fence at the Premises any sign, placard, poster, signboard or other advertisement save as may have been previously approved in writing by the Landlord such approval not to be unreasonably withheld or delayed. [The Tenant may erect and maintain its usual fascia display and signage \(including projecting and illuminated signs\) in its national trading or corporate style and/or colours from time to time without the consent of the Landlord.](#)

#### **4.3 Planning**

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

#### **4.4 User**

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

#### **4.5 Notices**

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

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

#### 4.6 Alienation

Not to assign, underlet, charge, part with the possession or share the possession, use or occupation of the whole or any part or parts of the Premises nor enter into a binding agreement to do any of the same provided that the Landlord consents to the grant of the Underlease by the Tenant [to SLM Trust and the right for the undertenant to grant one licence to occupy to SLM Fitness and Health Operator and one licence to occupy to SLM Food and Beverage Operator in substantially the same form as appended to this Lease.](#)

#### 4.7 To yield up

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

### 5. Landlord's covenant

The Landlord covenants with the Tenant that the Tenant shall and may peaceably and quietly hold and enjoy the Premises during the Term without any interruption by the Landlord or any person rightfully claiming under or in trust for the Landlord [and to comply with their insurance obligations as set out in the Leisure Agreement.](#)

### 6. Provisos agreements and declarations

Provided always and it is hereby expressly agreed as follows:

#### 6.1 Remedies

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

#### 6.2 Early termination of the Term

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

#### 6.3 No implied Rights

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



restrict or prejudicially affect the future rebuilding alteration or development of the Retained Land or such other property.

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

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

6.4.1.1 the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the 1954 Act applying to the tenancy created by this Lease; and

6.4.1.2 who was duly authorised by the Tenant to do so made a statutory declaration dated in accordance with the requirements of section 38A(3)(b) of the 1954 Act.

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

#### 6.5 Notices

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

#### 6.6 Contracts (Rights of Third Parties) Act 1999

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

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

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

#### 6.8 Warranty on Use

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

#### 6.9 Charitable Statement

6.10 [REDACTED]

#### 6.10 Local Authority Landlord's Capacity and Powers

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

#### 6.11 Exclusion of Liability

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6.11.1 Notwithstanding any other provisions in this lease the Tenant shall have no responsibility or liability whatsoever for the following:

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6.11.1.1 the exceptions and reservations of the mines and minerals as detailed in the property register of Title Numbers SYK311856, SYK629863, SYK639732;

6.11.1.2 the lease dated 17 October 1996 referred to in the schedule of notice of leases of Title Number SYK629863.

6.12 The Landlord shall be responsible for all such matters referred to in clause 6.10.1 and shall fully indemnify and hold harmless the Tenant against all liabilities, damages, costs or claims arising at any time resulting from all such matters in clause 6.10.1.

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

**SCHEDULE 1**  
**EXCEPTIONS AND RESERVATIONS**

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

## **SCHEDULE 2**

### **RIGHTS GRANTED TO THE TENANT**

1. The right of support and protection by and from the Retained Land for the Premises and buildings (whether now in existence or erected during the term) situated on the Premises.
2. The free and uninterrupted passage and running of Services to and from the Premises in and through the Conducting Media which now are or may at any time hereafter during the Term be in, upon, through, under or over the Retained Land.
3. The right at any time during the Term in accordance with the conditions for such entry included within the Leisure Agreement or otherwise (if no such conditions apply) at reasonable times and after reasonable prior written notice (except in an emergency when no notice shall be required) to enter upon the Retained Land to:
  - 3.1 inspect, maintain, relay, repair, replace or renew or execute any works whatever to or in connection with any of the Conducting Media, easements or Services referred to in paragraph 2 of this schedule 2;
  - 3.2 carry out any cleaning and or maintenance of the Premises; or
  - 3.3 exercise any of the rights granted or reserved to the tenant by this Lease or the Leisure Agreement,

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

### **SCHEDULE 3**

#### **MATTERS SUBJECT TO WHICH THE LEASE IS GRANTED**

1. All subsisting rights easements and privileges belonging to or used or enjoyed by any adjoining or neighbouring premises whether or not belonging to the Landlord over or in respect of the Premises or any part thereof;
2. All matters referred to on the registers of title numbers SYK311856, SYK629863, SYK639732;
3. Lease dated 13 February 2015 made between (1) The Sheffield City Council and (2) Handsworth Juniors Sports Club.

**SIGNATURE PAGE**

**THE COMMON SEAL** of **THE SHEFFIELD CITY COUNCIL** was affixed in the presence of:

**Authorised  
signatory**

Signature:

Name (in block  
capitals):

**EXECUTED** (but not delivered until the date  
hereof) as a **DEED** by **SPORTS AND  
LEISURE MANAGEMENT LTD** acting by ,  
a director, in the presence of:

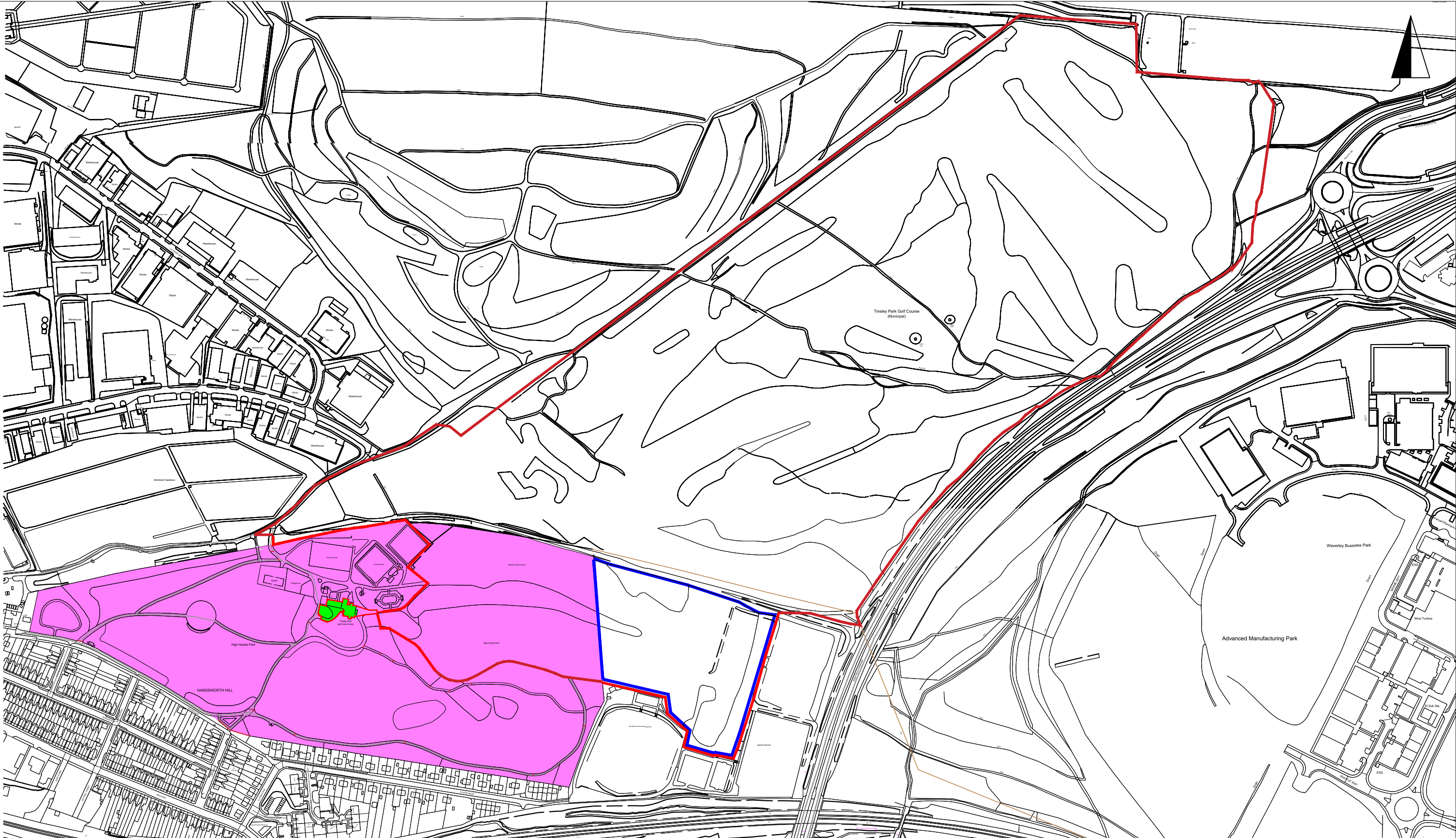
**WITNESS**

Signature:

Name (in block capitals):

Address:

Occupation:



Notes:  
Red line indicated the demise of the golf course  
Blue line shows a the section of the course under a different title number  
Green highlight indicates the clubhouse within the golf course boundary  
Hatched pink is the golf course within High Hazels Park

Appendix 1

COPYRIGHT  
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This drawing is protected by copyright. The Copyright owner is Sheffield City Council.

Building	Drawing Title Tinsley Golf Course Sheffield S9 4PE	Scale 1:5000
Location	Drawing No/File No	Date 26/11/2024
Project Ref.	Drawn TW	Rev.
		A3





2025

(1) THE SHEFFIELD CITY COUNCIL

and

(2) SPORTS AND LEISURE MANAGEMENT LIMITED

**LEASE**  
relating to Wisewood Sports Centre, Laird Road, Sheffield



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## PRESCRIBED CLAUSES

<b>LR1</b>	<b>Date of lease</b>	
<b>LR2</b>	<b>Title number(s)</b>	<p><b>LR2.1 Landlord's title number(s)</b></p> <p>SYK628055</p> <p><b>LR2.2 Other title numbers</b></p> <p>None</p>
<b>LR3</b>	<b>Parties to this lease</b>	<p><b>Landlord</b></p> <p>The Sheffield City Council</p> <p><b>Tenant</b></p> <p>Sports and Leisure Management Limited</p> <p><b>Other parties</b></p> <p>None</p>
<b>LR4</b>	<b>Property</b>	<p><b>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</b></p> <p>Refer to the definition of "<b>Premises</b>" in clause 1 of this Lease</p>
<b>LR5</b>	<b>Prescribed statements etc.</b>	<p><b>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</b></p> <p>None</p> <p><b>LR5.2 This lease is made under, or by reference to, provisions of:</b></p> <p>None</p>
<b>LR6</b>	<b>Term for which the Property is leased</b>	The term as specified in this lease at clause 1 (the " <b>Term</b> ")
<b>LR7</b>	<b>Premium</b>	None

<b>LR8 Prohibitions or restrictions on disposing of this lease</b>	This lease contains a provision that prohibits or restricts dispositions
<b>LR9 Rights of acquisition etc.</b>	<p><b>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</b></p> <p>None</p> <p><b>LR9.2 Tenant's covenant to (or offer to) surrender this lease</b></p> <p>None</p> <p><b>LR9.3 Landlord's contractual rights to acquire this lease</b></p> <p>None</p>
<b>LR10 Restrictive covenants given in this lease by the Landlord in respect of land other than the Property</b>	None
<b>LR11 Easements</b>	<p><b>LR11.1 Easements granted by this lease for the benefit of the Property</b></p> <p>The easements as specified in schedule 2 of this lease</p> <p><b>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</b></p> <p>The easements as specified in schedule 1 of this lease</p>
<b>LR12 Estate rentcharge burdening the Property</b>	None
<b>LR13 Application for standard form of restriction</b>	None
<b>LR14 Declaration of trust where there is more than one person comprising the Tenant</b>	Not applicable

THIS LEASE is dated

2025

**BETWEEN**

- (1) **THE SHEFFIELD CITY COUNCIL** of Town Hall, Pinstone Street, Sheffield S1 2HH (the "**Landlord**");  
and
- (2) **SPORTS AND LEISURE MANAGEMENT Limited**, (company number 02204085) whose registered office is at 2 Watling Drive, Sketchley Meadows, Hinckley, England, LE10 3EY (the "**Tenant**").

**TERMS AGREED**

**1. Definitions and interpretation**

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

"1954 Act"	the Landlord and Tenant Act 1954;
"Authorised Use"	use for the purposes prescribed under the Leisure Agreement;
"Conducting Media"	all pipes, wires, cables, sewers, tanks, cisterns, pumps, ducts, drains and other service conducting media now or at any time during the Term serving the Premises and other adjoining land whether for gas, foul and surface water drainage, water, electricity, telephone, telecommunications or any other service to the Premises;
"FA Car Park"	the car park shaded yellow on the Plan;
"this Lease"	this deed as varied or supplemented by any document which is supplemental to this deed;
"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 Landlord and (2) the Tenant relating to the provision of leisure and sporting centres and facilities with ancillary uses at the Premises;
"Plan"	the plan attached to this Lease at Appendix 1;
"Planning Acts"	the Town and Country Planning Act 1990 (as amended), the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990 and the Planning (Consequential Provisions) Act 1990 and all secondary legislation including but not limited to the Town and Country (General Permitted Development) Order 1995;

<b>"Premises"</b>	the land and buildings at Wisewood Sports Centre, Sheffield shown edged red on the Plan together with all buildings, additions, alterations, improvements, and landlord's fixtures and fittings at the same from time to time as the same forms part of the land registered at the Land Registry under title number SYK628055;
<b>"Retained Land"</b>	the adjoining or neighbouring land of the Landlord but excluding the Premises;
<b>"Services"</b>	foul and surface water, drainage, gas, electricity, telephone, telecommunications and other services to or on the Premises and the Retained Land;
<b><u>"SLM Fitness and Health Operator"</u></b>	<u>means SLM Fitness and Health Limited (company number 03813612) whose registered office is at 2 Watling Drive, Sketchley Meadows, Hinckley LE10 3EY</u>
<b><u>"SLM Food and Beverage Operator"</u></b>	<u>means SLM Food and Beverage Limited (company number 03813614) whose registered office is at 2 Watling Drive, Sketchley Meadows, Hinckley LE10 3EY</u>
<b><u>"SLM Trust"</u></b>	<u>means SLM Community Leisure Charitable Trust (company number 30005R) whose registered office is at 2 Watling Drive, Sketchley Meadows, Hinckley LE10 3EY</u>
<b>"Term"</b>	the term of years from and including the date hereof and terminating on 31 March 2040 being the Expiry Date as defined in the Leisure Agreement;
<b>"Underlease"</b>	an underlease between (1) the Tenant and (2) SLM Community Leisure Charitable Trust substantially in the form of the draft attached to this lease at Appendix 2;
<b>"Yearly Rent"</b>	£1 (one pound) per annum (if demanded).

## 2. Interpretation

- 2.1 The expression "the **Landlord**" shall include the person for the time being entitled to the reversion immediately expectant on the determination of the Term while the expression "the **Tenant**" shall include the Tenant's successors in title and assigns.
- 2.2 Subject to and without prejudice to clause 47 (*Change in Law*) of the Leisure Agreement, in this Lease references to any statute or statutory provision shall be deemed to refer to any statutory modification or re-enactment for the time being in force whether by statute or any directives and regulations (intended to have direct application within the United Kingdom) adopted by the Council of the European Communities.

- 2.3 The headings are inserted for convenience only and shall be ignored in construing the terms and provisions of this Lease.
- 2.4 References in this Lease to any clause, schedule or paragraph of a schedule without further designation shall be construed as a reference to the Clause, schedule or paragraph of the schedule to this Lease so numbered.
- 2.5 Where there is any inconsistency between the terms of the Leisure Agreement and this Lease the Leisure Agreement shall prevail.

### **3. Demise and rent**

In consideration of the rents and covenants on the part of the Tenant reserved and contained in this Lease the Landlord demises to the Tenant with full title guarantee all those the Premises together with the rights set out in schedule 2 excepting and reserving nevertheless unto the Landlord the rights and matters set out in schedule 1 and subject to (and where applicable with the benefit of) the matters referred to in schedule 3 to hold the same to the Tenant for the Term but determinable as provided later in this Lease yielding and paying the Yearly Rent throughout the Term if and when demanded.

### **4. Tenant's covenants**

The Tenant covenants with the Landlord as follows:

#### **4.1 To pay rent**

To pay the Yearly Rent reserved in clause 3 [if and when demanded](#).

#### **4.2 Signs**

Save where necessary to comply with its obligations under the Leisure Agreement not to affix, place or exhibit or permit or suffer to be affixed, placed or exhibited to or upon the exterior of any part of the Premises or to or through any windows or to or upon any boundary wall rail or fence at the Premises any sign, placard, poster, signboard or other advertisement save as may have been previously approved in writing by the Landlord such approval not to be unreasonably withheld or delayed. [The Tenant may erect and maintain its usual fascia display and signage \(including projecting and illuminated signs\) in its national trading or corporate style and/or colours from time to time without the consent of the Landlord.](#)

#### **4.3 Planning**

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

#### **4.4 User**

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

#### **4.5 Notices**

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

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

#### 4.6 **Alienation**

Not to assign, underlet, charge, part with the possession or share the possession, use or occupation of the whole or any part or parts of the Premises nor enter into a binding agreement to do any of the same provided that the Landlord consents to the grant of the Underlease by the Tenant [to SLM Trust and the right for the undertenant to grant one licence to occupy to SLM Fitness and Health Operator and one licence to occupy to SLM Food and Beverage Operator in substantially the same form as appended to this Lease.](#)

#### 4.7 **To yield up**

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

### 5. **Landlord's covenant**

The Landlord covenants with the Tenant that the Tenant shall and may peaceably and quietly hold and enjoy the Premises during the Term without any interruption by the Landlord or any person rightfully claiming under or in trust for the Landlord [and to comply with their insurance obligations as set out in the Leisure Agreement.](#)

### 6. **Provisos agreements and declarations**

Provided always and it is hereby expressly agreed as follows:

#### 6.1 **Remedies**

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

#### 6.2 **Early termination of the Term**

If the Leisure Agreement is terminated or determines for any reason in accordance with the terms of the Leisure Agreement then this Lease shall automatically determine on the same date without any further notice being served under this Lease but without prejudice to any claim by either party against the other in respect of any antecedent breach of any covenant or condition contained in this Lease and on such determination it shall be lawful for the Landlord

at any time thereafter to re-enter the Premises or any part of the Premises in the name of the whole.

### **6.3 No implied Rights**

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

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

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

6.4.1.1 the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the 1954 Act applying to the tenancy created by this Lease; and

6.4.1.2 who was duly authorised by the Tenant to do so made a statutory declaration dated in accordance with the requirements of section 38A(3)(b) of the 1954 Act.

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

### **6.5 Notices**

The service and receipt of notices shall be undertaken in accordance with the terms of the Lease Agreement.

### **6.6 Contracts (Rights of Third Parties) Act 1999**

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

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

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

### **6.8 Warranty on Use**

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

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

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



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

## SCHEDULE 1

### EXCEPTIONS AND RESERVATIONS

- 1 A right of way at all times with or without vehicles, plant and machinery and/or equipment over and along the roadway shown coloured brown on the Plan for the purpose of gaining access to and egress from the Retained Land
- 2 The free and uninterrupted passage and running of Services to and from the Retained Land in and through the Conducting Media which now are or may at any time hereafter during the Term be in, upon, through, under or over the Premises.
- 3 The right to maintain in, on, through, under or over the Premises at any time during the Term any easements or services for the benefit of the Retained Land, the right to connect into any Conducting Media on the Premises and the right to install and construct Conducting Media at the Premises to serve any part of the Retained Land.
- 4 Rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the term.
- 5 At any time during the term, the full and free right to develop any part of the Retained Land and any neighbouring or adjoining Premises in which the Landlord acquires an interest during the term as the Landlord may think fit.
- 6 The right to build on or into any boundary wall of the Premises in connection with any of the Reservations.
- 7 The right to re-route any Conducting Media at or serving the Premises
- 8 The right at any time during the Term in accordance with the conditions for such entry included within the Leisure Agreement or otherwise (if no such conditions apply) at reasonable times and after reasonable prior written notice (except in an emergency when no notice shall be required) to enter upon the Premises to
  - 8.1 inspect, maintain, relay, repair, replace or renew or execute any works whatever to or in connection with any of the Conducting Media easements or Services referred to in paragraphs 1 and 2 of this schedule 1;
  - 8.2 carry out any cleaning and or maintenance of the Landlord's Retained Land; or
  - 8.3 exercise any of the rights granted or reserved to the Landlord by this Lease or the Leisure Agreement

the Landlord exercising such rights only if such works cannot reasonably be effected without such entry and causing as little inconvenience as possible and remedying any physical damage so caused to the Tenant's reasonable satisfaction
- 9 All liberties, privileges, easements, quasi easements, rights and advantages whatsoever now held or enjoyed with or appertaining or reputed to appertain to any other part of the Retained Land provided always that those matters or any of them reserved pursuant to this paragraph do not materially interfere

with the Tenant's proper performance and exercise of its obligations and rights contained in the Leisure Agreement;

- 10 The right during the Term to lay and thereafter maintain any Conducting Media under those parts of the Premises which are not built upon from time to time subject to the Landlord making good any damage caused as a result of the exercise of such right to the reasonable satisfaction of the Tenant;
- 11 The right to deal in any manner whatsoever with the Retained Land and to erect, maintain, rebuild or alter or suffer to be erected, maintained, rebuilt or altered thereon any buildings whatsoever;
- 12 The right of support and protection by and from the Premises for adjoining buildings (whether now in existence or erected during the term) situated on the Retained Land;
- 13 The mines and minerals under the Premises and the airspace above the buildings on the Premises.

## **SCHEDULE 2**

### **RIGHTS GRANTED TO THE TENANT**

1. The right of support and protection by and from the Retained Land for the Premises and buildings (whether now in existence or erected during the term) situated on the Premises.
2. The right at any time during the Term in accordance with the conditions for such entry included within the Leisure Agreement or otherwise (if no such conditions apply) at reasonable times and after reasonable prior written notice (except in an emergency when no notice shall be required) to enter upon the Retained Land to:
  - 2.1 inspect, maintain, relay, repair, replace or renew or execute any works whatever to or in connection with any of the Conducting Media, easements or Services referred to in paragraph 2 of this schedule 2;
  - 2.2 carry out any cleaning and or maintenance of the Premises; or
  - 2.3 exercise any of the rights granted or reserved to the tenant by this Lease or the Leisure Agreement,

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

### **SCHEDULE 3**

#### **MATTERS SUBJECT TO WHICH THE LEASE IS GRANTED**

1. All subsisting rights easements and privileges belonging to or used or enjoyed by any adjoining or neighbouring premises whether or not belonging to the Landlord over or in respect of the Premises or any part thereof;
2. All matters referred to on the registers of title numbers SYK628055;

## SIGNATURE PAGE

**THE COMMON SEAL** of **THE SHEFFIELD CITY COUNCIL** was affixed in the presence of:

**Authorised  
signatory**

Signature:

Name (in block  
capitals):

**EXECUTED** (but not delivered until the date  
hereof) as a **DEED** by **SPORTS AND  
LEISURE MANAGEMENT LTD** acting by ,  
a director, in the presence of:

**WITNESS**

Signature:

Name (in block capitals):

Address:

Occupation:



**Part 2**  
**Under Lease**



**Dated**

**2023**

**UNDERLEASE**

**(1) SPORTS AND LEISURE MANAGEMENT LTD**

**and**

**(2) SLM COMMUNITY LEISURE CHARITABLE TRUST**

**RE: Beauchief Golf Course, Abbey Lane, Sheffield**

## **PRESCRIBED CLAUSES**

### **LR1. Date of lease**

DATE

20

### **LR2. Title number(s)**

#### **LR2.1 Landlord's title number**

To be allocated

#### **LR2.2 Other title numbers**

### **LR3. Parties to this lease**

#### **Landlord**

Sports and Leisure Management Ltd

2 Watling Drive, Sketchley Meadows, Hinckley, Leicestershire LE10 3EY

(Company Registration Number 02204085)

#### **Tenant**

SLM Community Leisure Charitable Trust

2 Watling Drive, Sketchley Meadows, Hinckley, Leicestershire LE10 3EY

(Registered Society Number 30005R)

### **LR4. Property**

The Property described in Clause 1.3

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

### **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.**

Clause 8

**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 2

**LR7. Premium**

Not applicable

**LR8. Prohibitions or restrictions on disposing of this lease**

This lease contains a provision that prohibits or restricts dispositions.

**LR9. Rights of acquisition etc.**

None

**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**

Not applicable

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

Not applicable

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

None

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

None.

**LR11. Easements**

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

None

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

None

**LR12. Estate rentcharge burdening the Property**

Not applicable

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

Not applicable

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

Not applicable

**THIS UNDERLEASE** is made the                      day of                      20

**BETWEEN:**

- (1) **SPORTS AND LEISURE MANAGEMENT LTD** whose registered office is at 2 Watling Drive, Sketchley Meadows, Hinckley, Leicestershire, LE10 3EY (Company Registration Number 02204085) (the 'Landlord') and
- (2) **SLM COMMUNITY LEISURE CHARITABLE TRUST** whose registered office is at 2 Watling Drive, Sketchley Meadows, Hinckley, Leicestershire, LE10 3EY (Registered Society Number 30005R) (the 'Tenant')

**NOW THIS DEED WITNESSES** as follows:

## 1. DEFINITIONS AND INTERPRETATION

For all purposes of this Underlease the terms defined in this clause have the meanings specified.

- 1.1. 'Authorised Use' means the use as defined in the Lease.
- 1.2. The 'Superior Landlord' means the landlord for the time being of the Lease, which at the date of this Underlease is THE SHEFFIELD CITY COUNCIL of Town Hall, Pinstone Street, Sheffield S1 2HH.
- 1.3. The 'Property' as defined in the Lease.
- 1.4. The 'Lease' means the lease of the property known as Beauchief Golf Course, Abbey Lane, Sheffield dated and made between THE SHEFFIELD CITY COUNCIL (1) and the Landlord (2).
- 1.5. The expressions Superior Landlord, the Landlord and the Tenant shall include their respective successors in title (as the case may be).
- 1.6. Unless expressly stated to the contrary, the expression this Underlease includes any document supplemental to or collateral with this document or entered into in accordance with this document except the Underlease.

## 2. DEMISE

The Landlord lets the Property to the Tenant with full title guarantee excepting and reserving to the Landlord and the Superior Landlord the matters excepted and reserved by the Lease, to hold the Property to the Tenant together with the rights granted by the Lease for a term of [ ] years commencing on and including the date hereof up to and including[ ] subject to all rights, easements, privileges, restrictions, covenants and stipulations of whatever nature affecting the Property including any matters contained or referred to in the Lease yielding and paying to the Landlord on the same days and in like manner as under the lease a yearly rent of the same amount as that reserved by the Lease.

### **3. TERMS OF THIS UNDERLEASE**

This Underlease is made upon the same terms and subject to the same covenants provisos and conditions as are contained in the Lease except as to the term of years granted so that this Underlease is to be construed and take effect as if those terms, covenants, provisos and conditions were except as above repeated in this Underlease in full except that the covenants given by the Landlord and the Tenant are to be construed as if they had been given at the date of the Underlease.

### **4. COVENANTS**

#### **4.1. The Tenant's Covenants**

The Tenant covenants with the Landlord to observe and perform all the covenants and conditions on the part of the Tenant contained in the Lease as modified as above except in so far as the Landlord expressly covenants in this Underlease to observe and perform them and must indemnify the Landlord from and against any actions, proceedings, claims, damages, costs, expenses or losses arising from any breach, non-observance or non-performance of those covenants and conditions.

#### **4.2. The Landlord's Covenants**

The Landlord covenants with the Tenant to observe and perform the requirements of this clause 4.2

4.2.1. The Landlord must pay the rent reserved by the Lease.

4.2.2. On the request and at the expense of the Tenant, the Landlord must take all reasonable steps to enforce the covenants on the part of the Superior Landlord contained in the Lease.

- 4.2.3. Subject to the Tenant paying to the Landlord, and where appropriate to the Council, on an indemnity basis all costs, fees, charges, disbursements and expenses including, without prejudice to the generality of the above, those payable to solicitors and surveyors properly and reasonably incurred by the Landlord, and where appropriate by the Council, in relation to or incidental thereto the Landlord must take all reasonable steps to obtain the consent of the Superior Landlord whenever the Tenant makes application for any consent required under this Underlease where the consent of both the Landlord and the Council is needed by virtue of this Underlease or the Lease.

## **5. ALIENATION**

- 5.1. The Tenant covenants with the Landlord not to:
- 5.1.1. assign, underlet or charge the whole or any part of the Property;
  - 5.1.2. part with or share possession or occupation of the Property or any part save as may be permitted by clause 5.2 below; or
  - 5.1.3. hold the Property or any part on trust for another.
- 5.2. Without prejudice to the provisions of clause 5.1 the Tenant may grant occupational licences of:
- 5.2.1. the health and fitness suite forming part of the Property to SLM Health and Fitness Limited (Company Registration Number 03813612); and
  - 5.2.2. the catering area forming part of the Property to SLM Food and Beverage Limited (Company Registration Number 03813614),
- in a form approved by the Superior Landlord and subject to and in accordance with the terms of the Lease.

## **6. NEW LEASE**

This Underlease is a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995 Section 1.

## **7. EXCLUSION OF THE LANDLORD AND TENANT ACT 1954 SECTIONS 24-28**

The parties agree and acknowledge that pursuant to section 38A of the Landlord and Tenant Act 1954, before the Tenant became contractually bound to enter into the tenancy created by this Underlease:

- 7.1. the Landlord has served on the Tenant a notice substantially in the form set out in Schedule 1 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2004 ("the Order") as required by section 38A(3)(a) of the Landlord and Tenant 1954; and
- 7.2. the Tenant has made a declaration pursuant to paragraph 7 or paragraph 8 (as the case may be) of Schedule 2 to the Order in accordance with the requirements of section 38A(3)(b) of the Landlord and Tenant Act 1954

and accordingly the parties agree that the provisions of sections 24 to 28 inclusive of the Landlord and Tenant Act 1954 are excluded in relation to the tenancy created by this Underlease.

#### **8. CHARITY CLAUSE**

The Property shall as a result of this Underlease be held by or in trust for the Tenant which is an exempt charity.

#### **9. TERMINATION**

If the Lease comes to an end this Underlease will terminate immediately.

IN WITNESS whereof the parties have hereunto executed this deed the day and year first above written



EXECUTED as a DEED by **SPORTS AND LEISURE  
MANAGEMENT LTD** acting by a Director  
in the presence of a witness

Director .....

Witness Signature

Witness Name

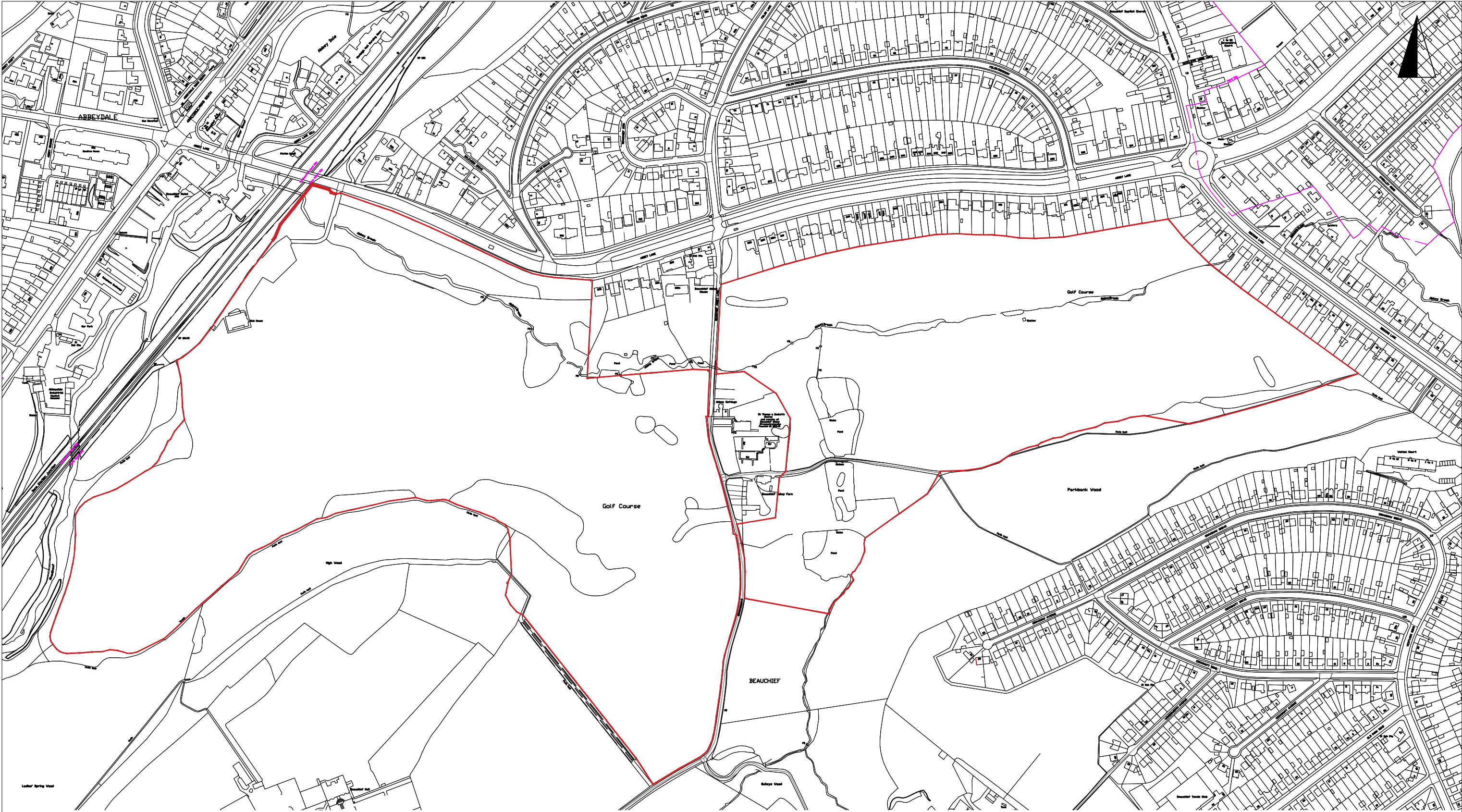
Witness Address

Witness Occupation

EXECUTED as a DEED by **SLM COMMUNITY  
LEISURE CHARITABLE TRUST** acting by two  
Trustees or a Trustee and Secretary

Trustee .....

Trustee/Secretary.....



Notes:

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Building

Drawing Title  
Beauchief Golf Course  
Sheffield  
S8 ODB

Scale  
1:4000

Date  
06/11/2024

Location

Drawing No/File No

Rev.

Project Ref.

Drawn TW

A3



**Dated**

**2025**

**UNDERLEASE**

**(1) SPORTS AND LEISURE MANAGEMENT LTD**

**and**

**(2) SLM COMMUNITY LEISURE CHARITABLE TRUST**

**RE: Birley Wood Golf Course, Birley Lane, Sheffield**

## **PRESCRIBED CLAUSES**

### **LR1. Date of lease**

DATE

20

### **LR2. Title number(s)**

#### **LR2.1 Landlord's title number**

To be allocated

#### **LR2.2 Other title numbers**

### **LR3. Parties to this lease**

#### **Landlord**

Sports and Leisure Management Ltd

2 Watling Drive, Sketchley Meadows, Hinckley, Leicestershire LE10 3EY

(Company Registration Number 02204085)

#### **Tenant**

SLM Community Leisure Charitable Trust

2 Watling Drive, Sketchley Meadows, Hinckley, Leicestershire LE10 3EY

(Registered Society Number 30005R)

### **LR4. Property**

The Property described in Clause 1.3

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

### **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.**

Clause 8

**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 2

**LR7. Premium**

Not applicable

**LR8. Prohibitions or restrictions on disposing of this lease**

This lease contains a provision that prohibits or restricts dispositions.

**LR9. Rights of acquisition etc.**

None

**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**

Not applicable

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

Not applicable

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

None

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

None.

**LR11. Easements**

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

None

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

None

**LR12. Estate rentcharge burdening the Property**

Not applicable

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

Not applicable

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

Not applicable

**THIS UNDERLEASE** is made the                      day of                      20

**BETWEEN:**

- (1) **SPORTS AND LEISURE MANAGEMENT LTD** whose registered office is at 2 Watling Drive, Sketchley Meadows, Hinckley, Leicestershire, LE10 3EY (Company Registration Number 02204085) (the 'Landlord') and
- (2) **SLM COMMUNITY LEISURE CHARITABLE TRUST** whose registered office is at 2 Watling Drive, Sketchley Meadows, Hinckley, Leicestershire, LE10 3EY (Registered Society Number 30005R) (the 'Tenant')

**NOW THIS DEED WITNESSES** as follows:

## 1. DEFINITIONS AND INTERPRETATION

For all purposes of this Underlease the terms defined in this clause have the meanings specified.

- 1.1. 'Authorised Use' means the use as defined in the Lease.
- 1.2. The 'Superior Landlord' means the landlord for the time being of the Lease, which at the date of this Underlease is THE SHEFFIELD CITY COUNCIL of Town Hall, Pinstone Street, Sheffield S1 2HH.
- 1.3. The 'Property' as defined in the Lease.
- 1.4. The 'Lease' means the lease of the property known as Birley Wood Golf Course, Birley Lane, Sheffield dated and made between THE SHEFFIELD CITY COUNCIL (1) and the Landlord (2).
- 1.5. The expressions Superior Landlord, the Landlord and the Tenant shall include their respective successors in title (as the case may be).
- 1.6. Unless expressly stated to the contrary, the expression this Underlease includes any document supplemental to or collateral with this document or entered into in accordance with this document except the Underlease.

## 2. DEMISE

The Landlord lets the Property to the Tenant with full title guarantee excepting and reserving to the Landlord and the Superior Landlord the matters excepted and reserved by the Lease, to hold the Property to the Tenant together with the rights granted by the Lease for a term of [ ] years commencing on and including the date hereof up to and including[ ] subject to all rights, easements, privileges, restrictions, covenants and stipulations of whatever nature affecting the Property including any matters contained or referred to in the Lease yielding and paying to the Landlord on the same days and in like manner as under the lease a yearly rent of the same amount as that reserved by the Lease.

### **3. TERMS OF THIS UNDERLEASE**

This Underlease is made upon the same terms and subject to the same covenants, provisos and conditions as are contained in the Lease except as to the term of years granted so that this Underlease is to be construed and take effect as if those terms, covenants, provisos and conditions were except as above repeated in this Underlease in full except that the covenants given by the Landlord and the Tenant are to be construed as if they had been given at the date of the Underlease.

### **4. COVENANTS**

#### **4.1. The Tenant's Covenants**

The Tenant covenants with the Landlord to observe and perform all the covenants and conditions on the part of the Tenant contained in the Lease as modified as above except in so far as the Landlord expressly covenants in this Underlease to observe and perform them and must indemnify the Landlord from and against any actions, proceedings, claims, damages, costs, expenses or losses arising from any breach, non-observance or non-performance of those covenants and conditions.

#### **4.2. The Landlord's Covenants**

The Landlord covenants with the Tenant to observe and perform the requirements of this clause 4.2

4.2.1. The Landlord must pay the rent reserved by the Lease.

4.2.2. On the request and at the expense of the Tenant, the Landlord must take all reasonable steps to enforce the covenants on the part of the Superior Landlord contained in the Lease.



- 4.2.3. Subject to the Tenant paying to the Landlord, and where appropriate to the Council, on an indemnity basis all costs, fees, charges, disbursements and expenses including, without prejudice to the generality of the above, those payable to solicitors and surveyors properly and reasonably incurred by the Landlord, and where appropriate by the Council, in relation to or incidental thereto the Landlord must take all reasonable steps to obtain the consent of the Superior Landlord whenever the Tenant makes application for any consent required under this Underlease where the consent of both the Landlord and the Council is needed by virtue of this Underlease or the Lease.

## **5. ALIENATION**

- 5.1. The Tenant covenants with the Landlord not to:
- 5.1.1. assign, underlet or charge the whole or any part of the Property;
  - 5.1.2. part with or share possession or occupation of the Property or any part save as may be permitted by clause 5.2 below; or
  - 5.1.3. hold the Property or any part on trust for another.
- 5.2. Without prejudice to the provisions of clause 5.1 the Tenant may grant occupational licences of:
- 5.2.1. the health and fitness suite forming part of the Property to SLM Health and Fitness Limited (Company Registration Number 03813612); and
  - 5.2.2. the catering area forming part of the Property to SLM Food and Beverage Limited (Company Registration Number 03813614),
- in a form approved by the Superior Landlord and subject to and in accordance with the terms of the Lease.

## **6. NEW LEASE**

This Underlease is a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995 Section 1.

## **7. EXCLUSION OF THE LANDLORD AND TENANT ACT 1954 SECTIONS 24-28**

The parties agree and acknowledge that pursuant to section 38A of the Landlord and Tenant Act 1954, before the Tenant became contractually bound to enter into the tenancy created by this Underlease:

- 7.1. the Landlord has served on the Tenant a notice substantially in the form set out in Schedule 1 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2004 ("the Order") as required by section 38A(3)(a) of the Landlord and Tenant Act 1954; and
- 7.2. the Tenant has made a declaration pursuant to paragraph 7 or paragraph 8 (as the case may be) of Schedule 2 to the Order in accordance with the requirements of section 38A(3)(b) of the Landlord and Tenant Act 1954

and accordingly the parties agree that the provisions of sections 24 to 28 inclusive of the Landlord and Tenant Act 1954 are excluded in relation to the tenancy created by this Underlease.

#### **8. CHARITY CLAUSE**

The Property shall as a result of this Underlease be held by or in trust for the Tenant which is an exempt charity.

#### **9. TERMINATION**

If the Lease comes to an end this Underlease will terminate immediately.

IN WITNESS whereof the parties have hereunto executed this deed the day and year first above written

EXECUTED as a DEED by **SPORTS AND LEISURE  
MANAGEMENT LTD** acting by a Director  
in the presence of a witness

Director .....

Witness Signature

Witness Name

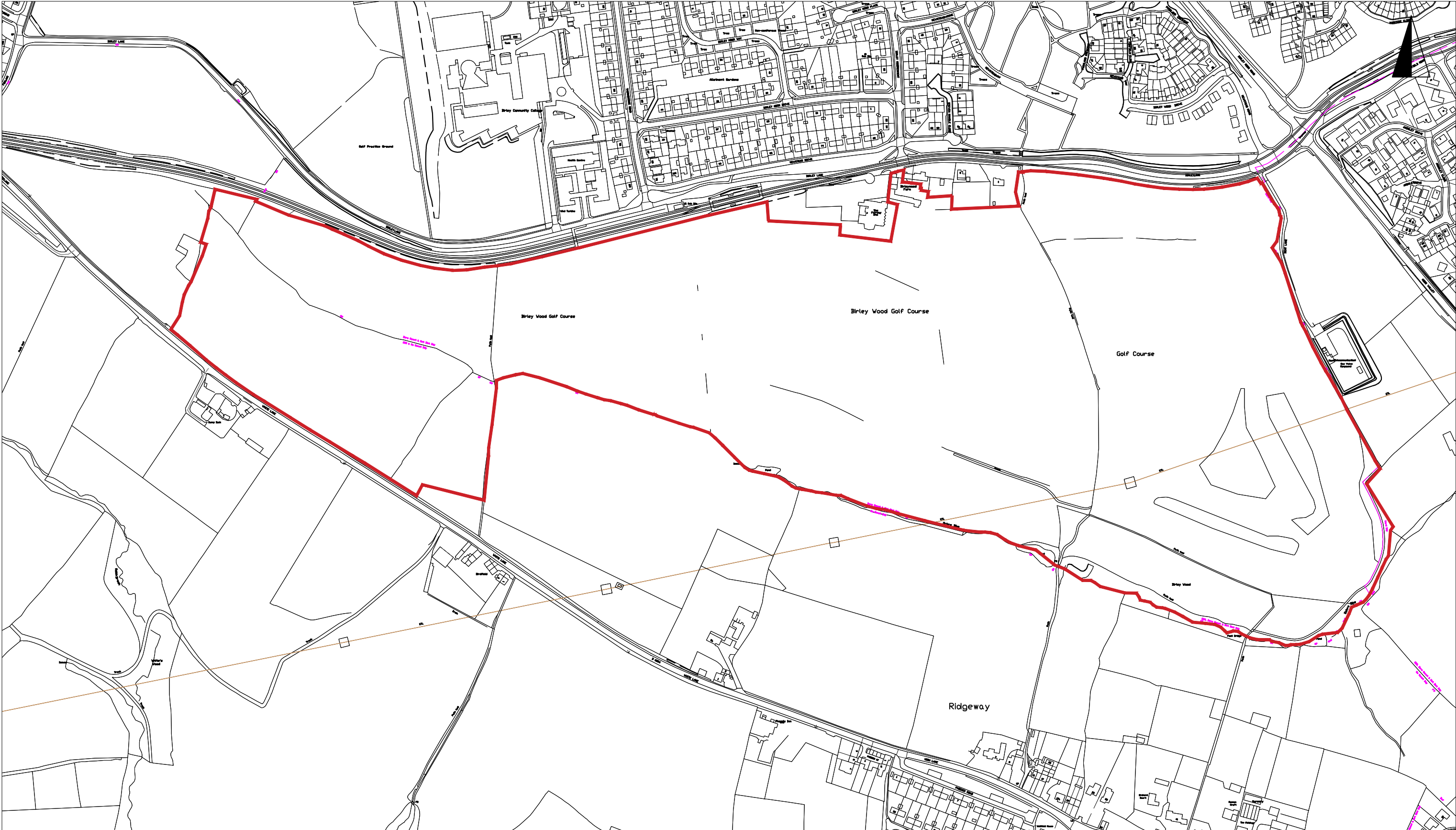
Witness Address


Witness Occupation

EXECUTED as a DEED by **SLM COMMUNITY  
LEISURE CHARITABLE TRUST** acting by two  
Trustees or a Trustee and Secretary

Trustee .....

Trustee/Secretary.....



Notes:	Building	Drawing Title Birley Golf Course Sheffield S12 3BP	Scale 1:4000	
	Location	Drawing No/File No	Date 05/11/2024	
	Project Ref.	Drawn TW	Rev. A3	

**Dated**

**2023**

**UNDERLEASE**

**(1) SPORTS AND LEISURE MANAGEMENT LTD**

**and**

**(2) SLM COMMUNITY LEISURE CHARITABLE TRUST**

**RE: Concord Sports Centre, Shiregreen, Sheffield**

## **PRESCRIBED CLAUSES**

### **LR1. Date of lease**

DATE

20

### **LR2. Title number(s)**

#### **LR2.1 Landlord's title number**

To be allocated

#### **LR2.2 Other title numbers**

### **LR3. Parties to this lease**

#### **Landlord**

Sports and Leisure Management Ltd

2 Watling Drive, Sketchley Meadows, Hinckley, Leicestershire LE10 3EY

(Company Registration Number 02204085)

#### **Tenant**

SLM Community Leisure Charitable Trust

2 Watling Drive, Sketchley Meadows, Hinckley, Leicestershire LE10 3EY

(Registered Society Number 30005R)

### **LR4. Property**

The Property described in Clause 1.3

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

### **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.**

Clause 8

**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 2

**LR7. Premium**

Not applicable

**LR8. Prohibitions or restrictions on disposing of this lease**

This lease contains a provision that prohibits or restricts dispositions.

**LR9. Rights of acquisition etc.**

None

**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**

Not applicable

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

Not applicable

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

None

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

None.

**LR11. Easements**

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

None

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

None

**LR12. Estate rentcharge burdening the Property**

Not applicable

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

Not applicable

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

Not applicable



**THIS UNDERLEASE** is made the                      day of                      20

**BETWEEN:**

- (1) **SPORTS AND LEISURE MANAGEMENT LTD** whose registered office is at 2 Watling Drive, Sketchley Meadows, Hinckley, Leicestershire, LE10 3EY (Company Registration Number 02204085) (the 'Landlord') and
- (2) **SLM COMMUNITY LEISURE CHARITABLE TRUST** whose registered office is at 2 Watling Drive, Sketchley Meadows, Hinckley, Leicestershire, LE10 3EY (Registered Society Number 30005R) (the 'Tenant')

**NOW THIS DEED WITNESSES** as follows:

## 1. DEFINITIONS AND INTERPRETATION

For all purposes of this Underlease the terms defined in this clause have the meanings specified.

- 1.1. 'Authorised Use' means the use as defined in the Lease.
- 1.2. The 'Superior Landlord' means the landlord for the time being of the Lease, which at the date of this Underlease is THE SHEFFIELD CITY COUNCIL of Town Hall, Pinstone Street, Sheffield S1 2HH.
- 1.3. The 'Property' as defined in the Lease.
- 1.4. The 'Lease' means the lease of the property known as Concord Sports Centre, Shire Green, Sheffield dated and made between THE SHEFFIELD CITY COUNCIL (1) and the Landlord (2).
- 1.5. The expressions Superior Landlord, the Landlord and the Tenant shall include their respective successors in title (as the case may be).
- 1.6. Unless expressly stated to the contrary, the expression this Underlease includes any document supplemental to or collateral with this document or entered into in accordance with this document except the Underlease.

## 2. DEMISE

The Landlord lets the Property to the Tenant with full title guarantee excepting and reserving to the Landlord and the Superior Landlord the matters excepted and reserved by the Lease, to hold the Property to the Tenant together with the rights granted by the Lease for a term of [ ] years commencing on and including the date hereof up to and including[ ] subject to all rights, easements, privileges, restrictions, covenants and stipulations of whatever nature affecting the Property including any matters contained or referred to in the Lease yielding and paying to the Landlord on the same days and in like manner as under the lease a yearly rent of the same amount as that reserved by the Lease.

### **3. TERMS OF THIS UNDERLEASE**

This Underlease is made upon the same terms and subject to the same covenants, provisos and conditions as are contained in the Lease except as to the term of years granted so that this Underlease is to be construed and take effect as if those terms, covenants, provisos and conditions were except as above repeated in this Underlease in full except that the covenants given by the Landlord and the Tenant are to be construed as if they had been given at the date of the Underlease.

### **4. COVENANTS**

#### **4.1. The Tenant's Covenants**

The Tenant covenants with the Landlord to observe and perform all the covenants and conditions on the part of the Tenant contained in the Lease as modified as above except in so far as the Landlord expressly covenants in this Underlease to observe and perform them and must indemnify the Landlord from and against any actions, proceedings, claims, damages, costs, expenses or losses arising from any breach, non-observance or non-performance of those covenants and conditions.

#### **4.2. The Landlord's Covenants**

The Landlord covenants with the Tenant to observe and perform the requirements of this clause 4.2

4.2.1. The Landlord must pay the rent reserved by the Lease.

4.2.2. On the request and at the expense of the Tenant, the Landlord must take all reasonable steps to enforce the covenants on the part of the Superior Landlord contained in the Lease.

- 4.2.3. Subject to the Tenant paying to the Landlord, and where appropriate to the Council, on an indemnity basis all costs, fees, charges, disbursements and expenses including, without prejudice to the generality of the above, those payable to solicitors and surveyors properly and reasonably incurred by the Landlord, and where appropriate by the Council, in relation to or incidental thereto the Landlord must take all reasonable steps to obtain the consent of the Superior Landlord whenever the Tenant makes application for any consent required under this Underlease where the consent of both the Landlord and the Council is needed by virtue of this Underlease or the Lease.

## **5. ALIENATION**

- 5.1. The Tenant covenants with the Landlord not to:

- 5.1.1. assign, underlet or charge the whole or any part of the Property;
- 5.1.2. part with or share possession or occupation of the Property or any part save as may be permitted by clause 5.2 below; or
- 5.1.3. hold the Property or any part on trust for another.

- 5.2. Without prejudice to the provisions of clause 5.1 the Tenant may grant occupational licences of:

- 5.2.1. the health and fitness suite forming part of the Property to SLM Health and Fitness Limited (Company Registration Number 03813612); and
- 5.2.2. the catering area forming part of the Property to SLM Food and Beverage Limited (Company Registration Number 03813614),

in a form approved by the Superior Landlord and subject to and in accordance with the terms of the Lease.

## **6. NEW LEASE**

This Underlease is a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995 Section 1.

## **7. EXCLUSION OF THE LANDLORD AND TENANT ACT 1954 SECTIONS 24-28**

The parties agree and acknowledge that pursuant to section 38A of the Landlord and Tenant Act 1954, before the Tenant became contractually bound to enter into the tenancy created by this Underlease:

- 7.1. the Landlord has served on the Tenant a notice substantially in the form set out in Schedule 1 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2004 ("the Order") as required by section 38A(3)(a) of the Landlord and Tenant Act 1954; and
- 7.2. the Tenant has made a declaration pursuant to paragraph 7 or paragraph 8 (as the case may be) of Schedule 2 to the Order in accordance with the requirements of section 38A(3)(b) of the Landlord and Tenant Act 1954

and accordingly the parties agree that the provisions of sections 24 to 28 inclusive of the Landlord and Tenant Act 1954 are excluded in relation to the tenancy created by this Underlease.

#### **8. CHARITY CLAUSE**

The Property shall as a result of this Underlease be held by or in trust for the Tenant which is an exempt charity.

#### **9. TERMINATION**

If the Lease comes to an end this Underlease will terminate immediately.

IN WITNESS whereof the parties have hereunto executed this deed the day and year first above written

EXECUTED as a DEED by **SPORTS AND LEISURE  
MANAGEMENT LTD** acting by a Director  
in the presence of a witness

Director .....

Witness Signature

Witness Name

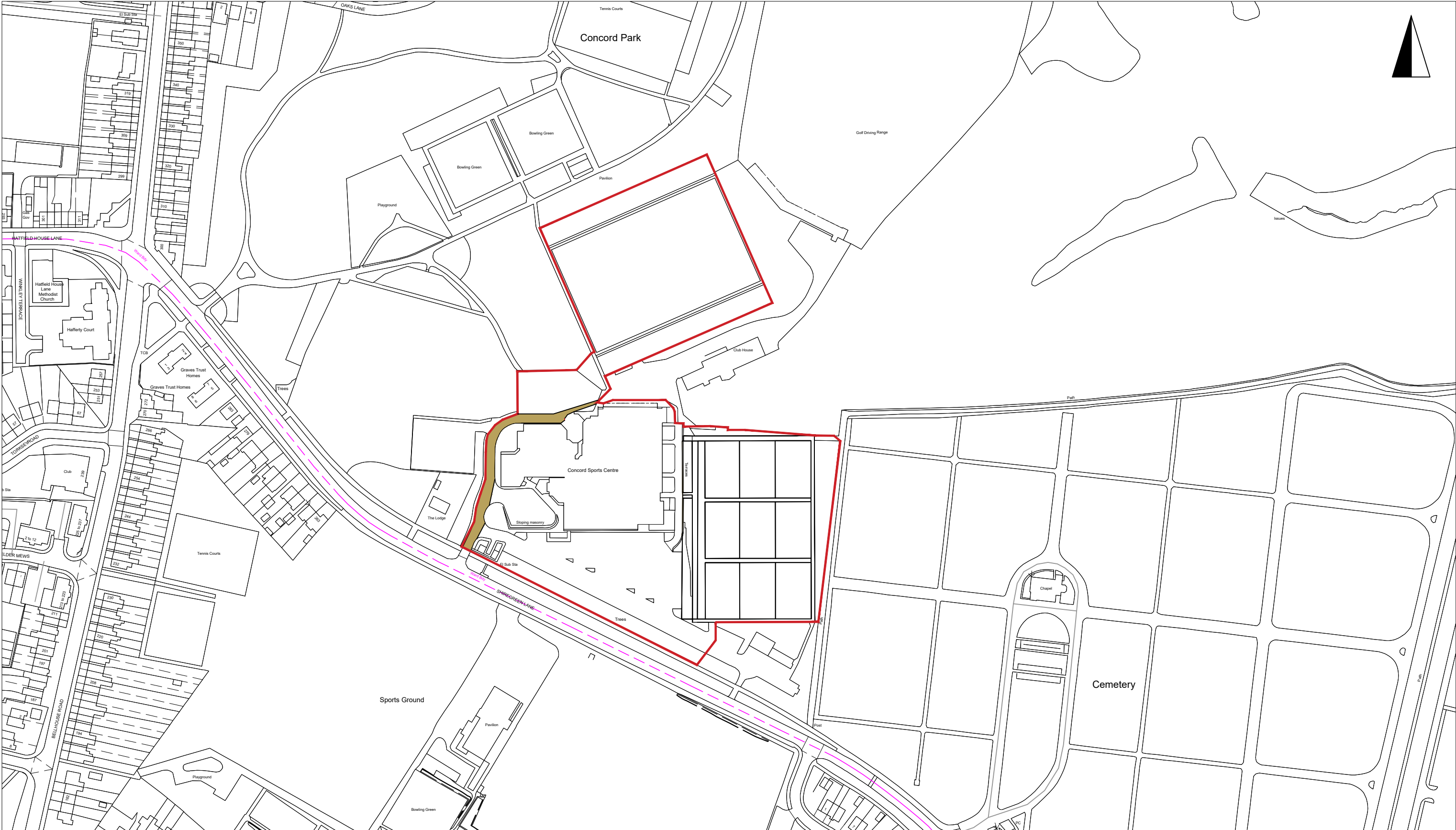
Witness Address

Witness Occupation

EXECUTED as a DEED by **SLM COMMUNITY  
LEISURE CHARITABLE TRUST** acting by two  
Trustees or a Trustee and Secretary

Trustee .....

Trustee/Secretary.....



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	Location	Drawing No/File No	Date	
	Project Ref.	Drawn TW	Rev.	
			1:2000	
			05/11/2024	
			A3	

**Dated**

**2023**

**UNDERLEASE**

**(1) SPORTS AND LEISURE MANAGEMENT LTD**

**and**

**(2) SLM COMMUNITY LEISURE CHARITABLE TRUST**

**RE: English Institute of Sport, Attercliffe Common, Sheffield**

## **PRESCRIBED CLAUSES**

### **LR1. Date of lease**

DATE

20

### **LR2. Title number(s)**

#### **LR2.1 Landlord's title number**

To be allocated

#### **LR2.2 Other title numbers**

### **LR3. Parties to this lease**

#### **Landlord**

Sports and Leisure Management Ltd

2 Watling Drive, Sketchley Meadows, Hinckley, Leicestershire LE10 3EY

(Company Registration Number 02204085)

#### **Tenant**

SLM Community Leisure Charitable Trust

2 Watling Drive, Sketchley Meadows, Hinckley, Leicestershire LE10 3EY

(Registered Society Number 30005R)

### **LR4. Property**

The Property described in Clause 1.3

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

### **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.**

Clause 8

**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 2

**LR7. Premium**

Not applicable

**LR8. Prohibitions or restrictions on disposing of this lease**

This lease contains a provision that prohibits or restricts dispositions.

**LR9. Rights of acquisition etc.**

None

**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**

Not applicable

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

Not applicable

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

None

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

None.

**LR11. Easements**

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

None

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

None

**LR12. Estate rentcharge burdening the Property**

Not applicable

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

Not applicable

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

Not applicable

**THIS UNDERLEASE** is made the                      day of                      20

**BETWEEN:**

- (1) **SPORTS AND LEISURE MANAGEMENT LTD** whose registered office is at 2 Watling Drive, Sketchley Meadows, Hinckley, Leicestershire, LE10 3EY (Company Registration Number 02204085) (the 'Landlord') and
- (2) **SLM COMMUNITY LEISURE CHARITABLE TRUST** whose registered office is at 2 Watling Drive, Sketchley Meadows, Hinckley, Leicestershire, LE10 3EY (Registered Society Number 30005R) (the 'Tenant')

**NOW THIS DEED WITNESSES** as follows:

## 1. DEFINITIONS AND INTERPRETATION

For all purposes of this Underlease the terms defined in this clause have the meanings specified.

- 1.1. 'Authorised Use' means the use as defined in the Lease.
- 1.2. The 'Superior Landlord' means the landlord for the time being of the Lease, which at the date of this Underlease is THE SHEFFIELD CITY COUNCIL of Town Hall, Pinstone Street, Sheffield S1 2HH.
- 1.3. The 'Property' as defined in the Lease.
- 1.4. The 'Lease' means the lease of the property known as English Institute of Sports, Attercliffe Common, Sheffield dated and made between THE SHEFFIELD CITY COUNCIL (1) and the Landlord (2).
- 1.5. The expressions Superior Landlord, the Landlord and the Tenant shall include their respective successors in title (as the case may be).
- 1.6. Unless expressly stated to the contrary, the expression this Underlease includes any document supplemental to or collateral with this document or entered into in accordance with this document except the Underlease.

## 2. DEMISE

The Landlord lets the Property to the Tenant with full title guarantee excepting and reserving to the Landlord and the Superior Landlord the matters excepted and reserved by the Lease, to hold the Property to the Tenant together with the rights granted by the Lease for a term of [ ] years commencing on and including the date hereof up to and including[ ] subject to all rights, easements, privileges, restrictions, covenants and stipulations of whatever nature affecting the Property including any matters contained or referred to in the Lease yielding and paying to the Landlord on the same days and in like manner as under the lease a yearly rent of the same amount as that reserved by the Lease.

### **3. TERMS OF THIS UNDERLEASE**

This Underlease is made upon the same terms and subject to the same covenants provisos and conditions as are contained in the Lease except as to the term of years granted so that this Underlease is to be construed and take effect as if those terms, covenants, provisos and conditions were except as above repeated in this Underlease in full except that the covenants given by the Landlord and the Tenant are to be construed as if they had been given at the date of the Underlease.

### **4. COVENANTS**

#### **4.1. The Tenant's Covenants**

The Tenant covenants with the Landlord to observe and perform all the covenants and conditions on the part of the Tenant contained in the Lease as modified as above except in so far as the Landlord expressly covenants in this Underlease to observe and perform them and must indemnify the Landlord from and against any actions, proceedings, claims, damages, costs, expenses or losses arising from any breach, non-observance or non-performance of those covenants and conditions.

#### **4.2. The Landlord's Covenants**

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4.2.1. The Landlord must pay the rent reserved by the Lease.

4.2.2. On the request and at the expense of the Tenant, the Landlord must take all reasonable steps to enforce the covenants on the part of the Superior Landlord contained in the Lease.

- 4.2.3. Subject to the Tenant paying to the Landlord, and where appropriate to the Council, on an indemnity basis all costs, fees, charges, disbursements and expenses including, without prejudice to the generality of the above, those payable to solicitors and surveyors properly and reasonably incurred by the Landlord, and where appropriate by the Council, in relation to or incidental thereto the Landlord must take all reasonable steps to obtain the consent of the Superior Landlord whenever the Tenant makes application for any consent required under this Underlease where the consent of both the Landlord and the Council is needed by virtue of this Underlease or the Lease.

## **5. ALIENATION**

- 5.1. The Tenant covenants with the Landlord not to:
- 5.1.1. assign, underlet or charge the whole or any part of the Property;
  - 5.1.2. part with or share possession or occupation of the Property or any part save as may be permitted by clause 5.2 below; or
  - 5.1.3. hold the Property or any part on trust for another.
- 5.2. Without prejudice to the provisions of clause 5.1 the Tenant may grant occupational licences of:
- 5.2.1. the health and fitness suite forming part of the Property to SLM Health and Fitness Limited (Company Registration Number 03813612); and
  - 5.2.2. the catering area forming part of the Property to SLM Food and Beverage Limited (Company Registration Number 03813614),
- in a form approved by the Superior Landlord and subject to and in accordance with the terms of the Lease.

## **6. NEW LEASE**

This Underlease is a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995 Section 1.

## **7. EXCLUSION OF THE LANDLORD AND TENANT ACT 1954 SECTIONS 24-28**

The parties agree and acknowledge that pursuant to section 38A of the Landlord and Tenant Act 1954, before the Tenant became contractually bound to enter into the tenancy created by this Underlease:

- 7.1. the Landlord has served on the Tenant a notice substantially in the form set out in Schedule 1 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2004 ("the Order") as required by section 38A(3)(a) of the Landlord and Tenant Act 1954; and
- 7.2. the Tenant has made a declaration pursuant to paragraph 7 or paragraph 8 (as the case may be) of Schedule 2 to the Order in accordance with the requirements of section 38A(3)(b) of the Landlord and Tenant Act 1954

and accordingly the parties agree that the provisions of sections 24 to 28 inclusive of the Landlord and Tenant Act 1954 are excluded in relation to the tenancy created by this Underlease.

#### **8. CHARITY CLAUSE**

The Property shall as a result of this Underlease be held by or in trust for the Tenant which is an exempt charity.

#### **9. TERMINATION**

If the Lease comes to an end this Underlease will terminate immediately.

IN WITNESS whereof the parties have hereunto executed this deed the day and year first above written

EXECUTED as a DEED by **SPORTS AND LEISURE  
MANAGEMENT LTD** acting by a Director  
in the presence of a witness

Director .....

Witness Signature

Witness Name

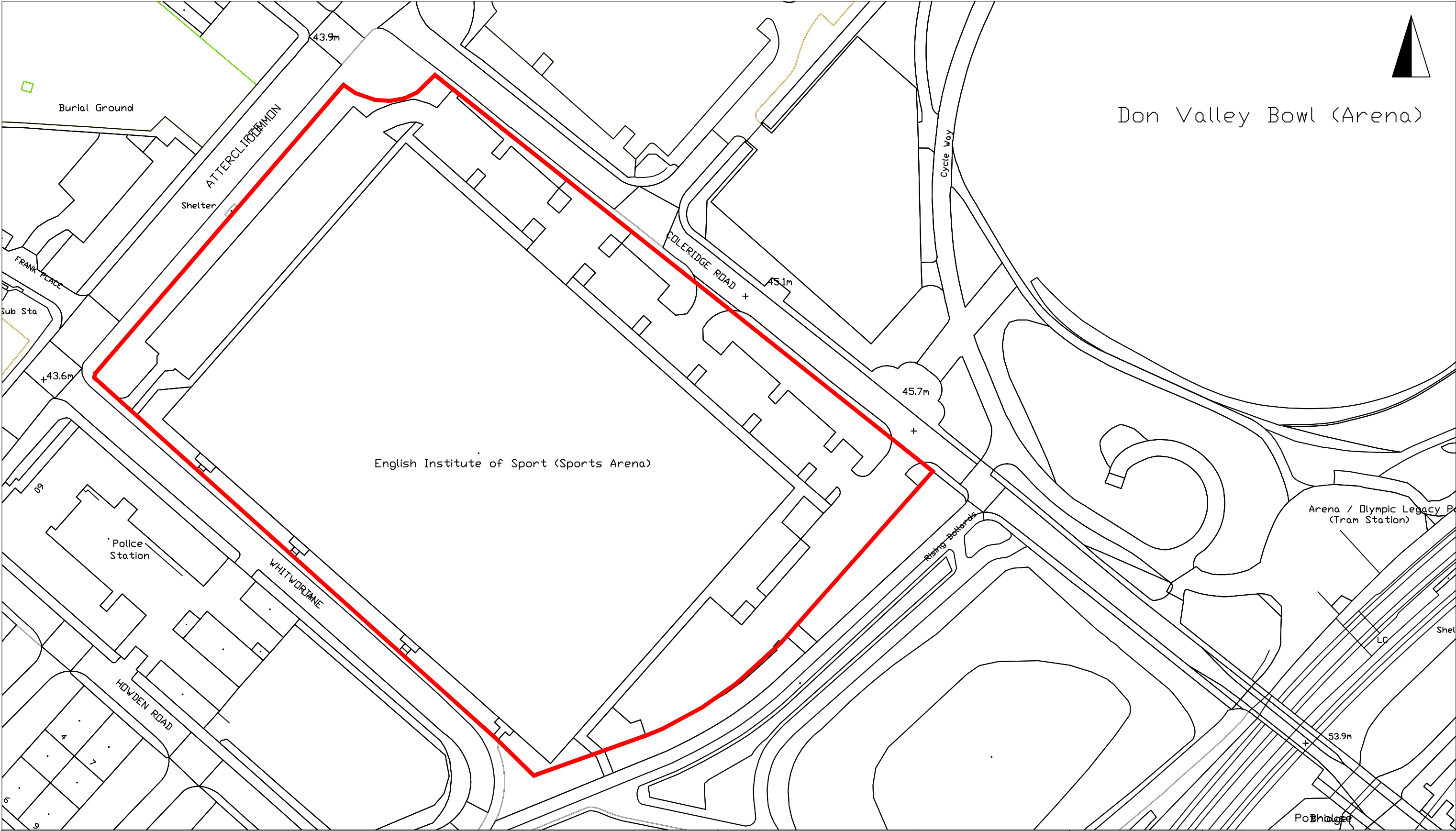
Witness Address

Witness Occupation

EXECUTED as a DEED by **SLM COMMUNITY  
LEISURE CHARITABLE TRUST** acting by two  
Trustees or a Trustee and Secretary

Trustee .....

Trustee/Secretary.....



Notes:

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Building

Drawing Title  
English Institute of Sport  
Sheffield  
S9 5DA

Location

Drawing No/File No

Project Ref.

Drawn TW

Scale  
1:1000

Date  
05/11/2024

Rev.

A3

Sheffield  
City Council





**Dated**

**2023**

**UNDERLEASE**

**(1) SPORTS AND LEISURE MANAGEMENT LTD**

**and**

**(2) SLM COMMUNITY LEISURE CHARITABLE TRUST**

**RE: Graves Leisure Centre, Bochum Parkway, Sheffield**

## **PRESCRIBED CLAUSES**

### **LR1. Date of lease**

DATE

20

### **LR2. Title number(s)**

#### **LR2.1 Landlord's title number**

To be allocated

#### **LR2.2 Other title numbers**

### **LR3. Parties to this lease**

#### **Landlord**

Sports and Leisure Management Ltd

2 Watling Drive, Sketchley Meadows, Hinckley, Leicestershire LE10 3EY

(Company Registration Number 02204085)

#### **Tenant**

SLM Community Leisure Charitable Trust

2 Watling Drive, Sketchley Meadows, Hinckley, Leicestershire LE10 3EY

(Registered Society Number 30005R)

### **LR4. Property**

The Property described in Clause 1.3

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

### **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.**

Clause 8

**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 2

**LR7. Premium**

Not applicable

**LR8. Prohibitions or restrictions on disposing of this lease**

This lease contains a provision that prohibits or restricts dispositions.

**LR9. Rights of acquisition etc.**

None

**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**

Not applicable

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

Not applicable

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

None

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

None.

**LR11. Easements**

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

None

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

None

**LR12. Estate rentcharge burdening the Property**

Not applicable

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

Not applicable

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

Not applicable

**THIS UNDERLEASE** is made the                      day of                      20

**BETWEEN:**

- (1) **SPORTS AND LEISURE MANAGEMENT LTD** whose registered office is at 2 Watling Drive, Sketchley Meadows, Hinckley, Leicestershire, LE10 3EY (Company Registration Number 02204085) (the 'Landlord') and
- (2) **SLM COMMUNITY LEISURE CHARITABLE TRUST** whose registered office is at 2 Watling Drive, Sketchley Meadows, Hinckley, Leicestershire, LE10 3EY (Registered Society Number 30005R) (the 'Tenant')

**NOW THIS DEED WITNESSES** as follows:

## 1. DEFINITIONS AND INTERPRETATION

For all purposes of this Underlease the terms defined in this clause have the meanings specified.

- 1.1. 'Authorised Use' means the use as defined in the Lease.
- 1.2. The 'Superior Landlord' means the landlord for the time being of the Lease, which at the date of this Underlease is THE SHEFFIELD CITY COUNCIL of Town Hall, Pinstone Street, Sheffield S1 2HH.
- 1.3. The 'Property' as defined in the Lease.
- 1.4. The 'Lease' means the lease of the property known as Graves Leisure Centre, Bochum Parkway, Sheffield dated and made between THE SHEFFIELD CITY COUNCIL (1) and the Landlord (2).
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## 2. DEMISE

The Landlord lets the Property to the Tenant with full title guarantee excepting and reserving to the Landlord and the Superior Landlord the matters excepted and reserved by the Lease, to hold the Property to the Tenant together with the rights granted by the Lease for a term of [ ] years commencing on and including the date hereof up to and including[ ] subject to all rights, easements, privileges, restrictions, covenants and stipulations of whatever nature affecting the Property including any matters contained or referred to in the Lease yielding and paying to the Landlord on the same days and in like manner as under the lease a yearly rent of the same amount as that reserved by the Lease.

### **3. TERMS OF THIS UNDERLEASE**

This Underlease is made upon the same terms and subject to the same covenants provisos and conditions as are contained in the Lease except as to the term of years granted so that this Underlease is to be construed and take effect as if those terms, covenants, provisos and conditions were except as above repeated in this Underlease in full except that the covenants given by the Landlord and the Tenant are to be construed as if they had been given at the date of the Underlease.

### **4. COVENANTS**

#### **4.1. The Tenant's Covenants**

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#### **4.2. The Landlord's Covenants**

The Landlord covenants with the Tenant to observe and perform the requirements of this clause 4.2

4.2.1. The Landlord must pay the rent reserved by the Lease.

4.2.2. On the request and at the expense of the Tenant, the Landlord must take all reasonable steps to enforce the covenants on the part of the Superior Landlord contained in the Lease.

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- 5.1.1. assign, underlet or charge the whole or any part of the Property;
  - 5.1.2. part with or share possession or occupation of the Property or any part save as may be permitted by clause 5.2 below; or
  - 5.1.3. hold the Property or any part on trust for another.
- 5.2. Without prejudice to the provisions of clause 5.1 the Tenant may grant occupational licences of:
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  - 5.2.2. the catering area forming part of the Property to SLM Food and Beverage Limited (Company Registration Number 03813614),
- in a form approved by the Superior Landlord and subject to and in accordance with the terms of the Lease.

## **6. NEW LEASE**

This Underlease is a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995 Section 1.

## **7. EXCLUSION OF THE LANDLORD AND TENANT ACT 1954 SECTIONS 24-28**

The parties agree and acknowledge that pursuant to section 38A of the Landlord and Tenant Act 1954, before the Tenant became contractually bound to enter into the tenancy created by this Underlease:

- 7.1. the Landlord has served on the Tenant a notice substantially in the form set out in Schedule 1 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2004 ("the Order") as required by section 38A(3)(a) of the Landlord and Tenant 1954; and
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#### **8. CHARITY CLAUSE**

The Property shall as a result of this Underlease be held by or in trust for the Tenant which is an exempt charity.

#### **9. TERMINATION**

If the Lease comes to an end this Underlease will terminate immediately.

IN WITNESS whereof the parties have hereunto executed this deed the day and year first above written



EXECUTED as a DEED by **SPORTS AND LEISURE  
MANAGEMENT LTD** acting by a Director  
in the presence of a witness

Director .....

Witness Signature

Witness Name

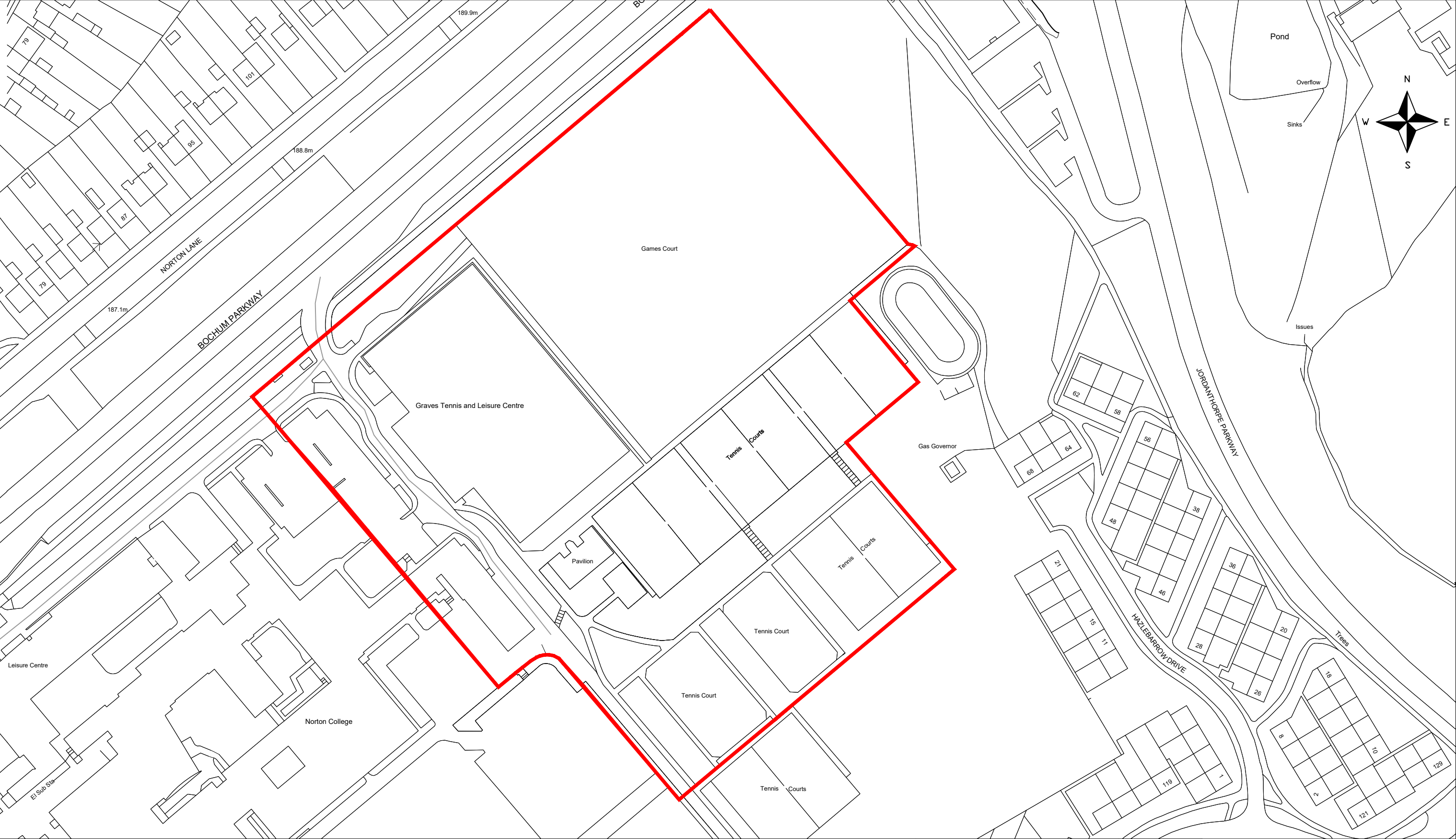
Witness Address


Witness Occupation

EXECUTED as a DEED by **SLM COMMUNITY  
LEISURE CHARITABLE TRUST** acting by two  
Trustees or a Trustee and Secretary

Trustee .....

Trustee/Secretary.....



Notes:	Building	Drawing Title	Scale	
		GRAVES TENNIS CENTRE POST DEVELOPMENT SHEFFIELD S8	1:1250	
	Location	Drawing No/File No	Date 20/05/2022 Rev.	
	Project Ref.	Drawn AH	A3	

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**Dated**

**2023**

**UNDERLEASE**

**(1) SPORTS AND LEISURE MANAGEMENT LTD**

**and**

**(2) SLM COMMUNITY LEISURE CHARITABLE TRUST**

**RE: Heeley Swimming Baths and Everyone Centre, Broadfield Road, Sheffield**

## **PRESCRIBED CLAUSES**

### **LR1. Date of lease**

DATE

20

### **LR2. Title number(s)**

#### **LR2.1 Landlord's title number**

To be allocated

#### **LR2.2 Other title numbers**

### **LR3. Parties to this lease**

#### **Landlord**

Sports and Leisure Management Ltd

2 Watling Drive, Sketchley Meadows, Hinckley, Leicestershire LE10 3EY

(Company Registration Number 02204085)

#### **Tenant**

SLM Community Leisure Charitable Trust

2 Watling Drive, Sketchley Meadows, Hinckley, Leicestershire LE10 3EY

(Registered Society Number 30005R)

### **LR4. Property**

The Property described in Clause 1.3

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

### **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.**

Clause 8

**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 2

**LR7. Premium**

Not applicable

**LR8. Prohibitions or restrictions on disposing of this lease**

This lease contains a provision that prohibits or restricts dispositions.

**LR9. Rights of acquisition etc.**

None

**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**

Not applicable

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

Not applicable

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

None

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

None.

**LR11. Easements**

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

None

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

None

**LR12. Estate rentcharge burdening the Property**

Not applicable

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

Not applicable

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

Not applicable

**THIS UNDERLEASE** is made the                      day of                      20

**BETWEEN:**

- (1) **SPORTS AND LEISURE MANAGEMENT LTD** whose registered office is at 2 Watling Drive, Sketchley Meadows, Hinckley, Leicestershire, LE10 3EY (Company Registration Number 02204085) (the 'Landlord') and
- (2) **SLM COMMUNITY LEISURE CHARITABLE TRUST** whose registered office is at 2 Watling Drive, Sketchley Meadows, Hinckley, Leicestershire, LE10 3EY (Registered Society Number 30005R) (the 'Tenant')

**NOW THIS DEED WITNESSES** as follows:

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- 1.3. The 'Property' as defined in the Lease.
- 1.4. The 'Lease' means the lease of the property known as Heeley Swimming Baths and Everyone entre Broadfield Road, Sheffield dated and made between THE SHEFFIELD CITY COUNCIL (1) and the Landlord (2).
- 1.5. The expressions Superior Landlord, the Landlord and the Tenant shall include their respective successors in title (as the case may be).
- 1.6. Unless expressly stated to the contrary, the expression this Underlease includes any document supplemental to or collateral with this document or entered into in accordance with this document except the Underlease.

## 2. DEMISE

The Landlord lets the Property to the Tenant with full title guarantee excepting and reserving to the Landlord and the Superior Landlord the matters excepted and reserved by the Lease, to hold the Property to the Tenant together with the rights granted by the Lease for a term of [ ] years commencing on and including the date hereof up to and including[ ] subject to all rights, easements, privileges, restrictions, covenants and stipulations of whatever nature affecting the Property including any matters contained or referred to in the Lease yielding and paying to the Landlord on the same days and in like manner as under the lease a yearly rent of the same amount as that reserved by the Lease.

### **3. TERMS OF THIS UNDERLEASE**

This Underlease is made upon the same terms and subject to the same covenants provisos and conditions as are contained in the Lease except as to the term of years granted so that this Underlease is to be construed and take effect as if those terms, covenants, provisos and conditions were except as above repeated in this Underlease in full except that the covenants given by the Landlord and the Tenant are to be construed as if they had been given at the date of the Underlease.

### **4. COVENANTS**

#### **4.1. The Tenant's Covenants**

The Tenant covenants with the Landlord to observe and perform all the covenants and conditions on the part of the Tenant contained in the Lease as modified as above except in so far as the Landlord expressly covenants in this Underlease to observe and perform them and must indemnify the Landlord from and against any actions, proceedings, claims, damages, costs, expenses or losses arising from any breach, non-observance or non-performance of those covenants and conditions.

#### **4.2. The Landlord's Covenants**

The Landlord covenants with the Tenant to observe and perform the requirements of this clause 4.2

4.2.1. The Landlord must pay the rent reserved by the Lease.

4.2.2. On the request and at the expense of the Tenant, the Landlord must take all reasonable steps to enforce the covenants on the part of the Superior Landlord contained in the Lease.



- 4.2.3. Subject to the Tenant paying to the Landlord, and where appropriate to the Council, on an indemnity basis all costs, fees, charges, disbursements and expenses including, without prejudice to the generality of the above, those payable to solicitors and surveyors properly and reasonably incurred by the Landlord, and where appropriate by the Council, in relation to or incidental thereto the Landlord must take all reasonable steps to obtain the consent of the Superior Landlord whenever the Tenant makes application for any consent required under this Underlease where the consent of both the Landlord and the Council is needed by virtue of this Underlease or the Lease.

## **5. ALIENATION**

- 5.1. The Tenant covenants with the Landlord not to:

- 5.1.1. assign, underlet or charge the whole or any part of the Property;
- 5.1.2. part with or share possession or occupation of the Property or any part save as may be permitted by clause 5.2 below; or
- 5.1.3. hold the Property or any part on trust for another.

- 5.2. Without prejudice to the provisions of clause 5.1 the Tenant may grant occupational licences of:

- 5.2.1. the health and fitness suite forming part of the Property to SLM Health and Fitness Limited (Company Registration Number 03813612); and
- 5.2.2. the catering area forming part of the Property to SLM Food and Beverage Limited (Company Registration Number 03813614),

in a form approved by the Superior Landlord and subject to and in accordance with the terms of the Lease.

## **6. NEW LEASE**

This Underlease is a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995 Section 1.

## **7. EXCLUSION OF THE LANDLORD AND TENANT ACT 1954 SECTIONS 24-28**

The parties agree and acknowledge that pursuant to section 38A of the Landlord and Tenant Act 1954, before the Tenant became contractually bound to enter into the tenancy created by this Underlease:

- 7.1. the Landlord has served on the Tenant a notice substantially in the form set out in Schedule 1 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2004 ("the Order") as required by section 38A(3)(a) of the Landlord and Tenant 1954; and
- 7.2. the Tenant has made a declaration pursuant to paragraph 7 or paragraph 8 (as the case may be) of Schedule 2 to the Order in accordance with the requirements of section 38A(3)(b) of the Landlord and Tenant Act 1954

and accordingly the parties agree that the provisions of sections 24 to 28 inclusive of the Landlord and Tenant Act 1954 are excluded in relation to the tenancy created by this Underlease.

#### **8. CHARITY CLAUSE**

The Property shall as a result of this Underlease be held by or in trust for the Tenant which is an exempt charity.

#### **9. TERMINATION**

If the Lease comes to an end this Underlease will terminate immediately.

IN WITNESS whereof the parties have hereunto executed this deed the day and year first above written

EXECUTED as a DEED by **SPORTS AND LEISURE  
MANAGEMENT LTD** acting by a Director  
in the presence of a witness

Director .....

Witness Signature

Witness Name

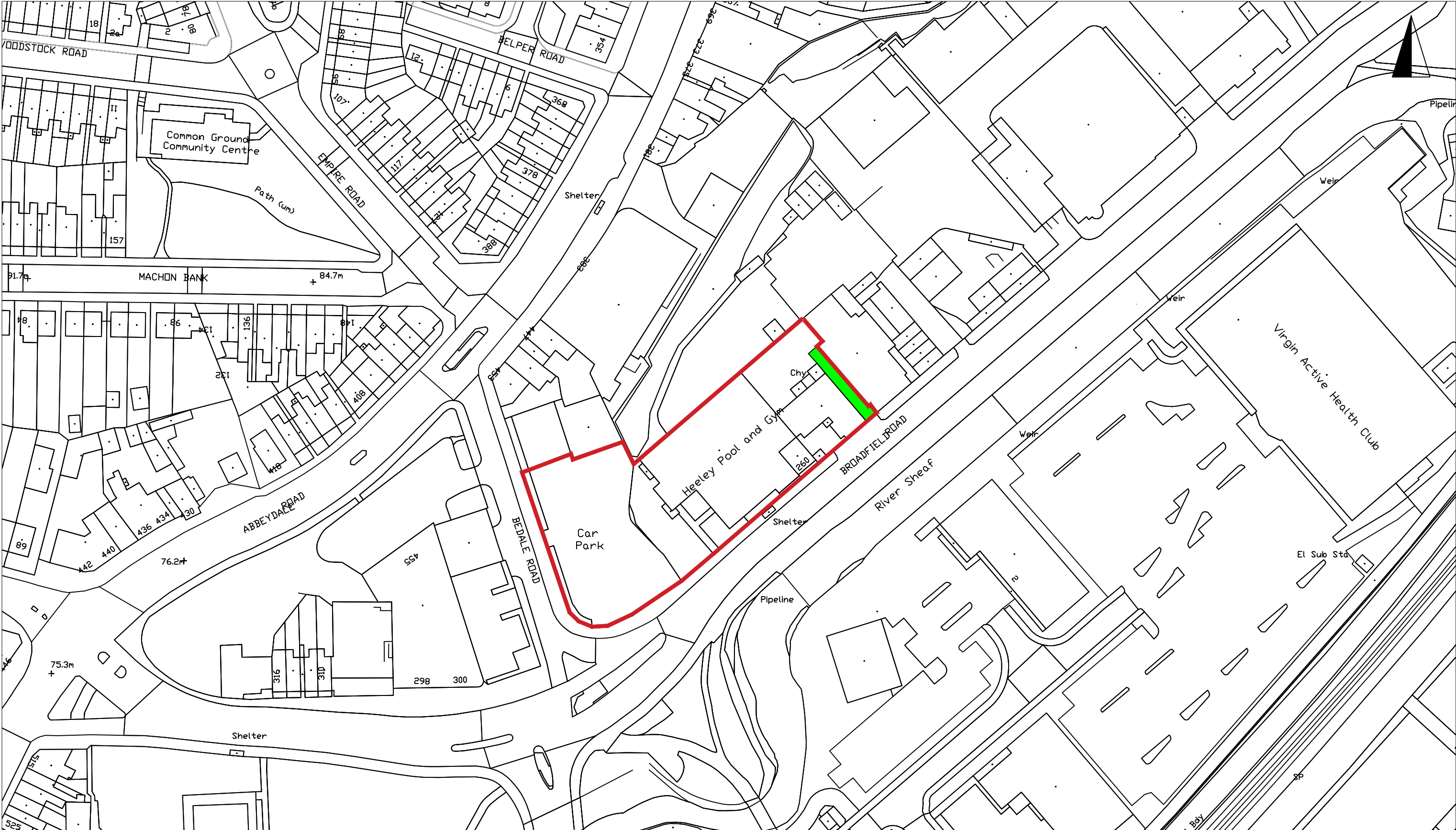
Witness Address


Witness Occupation

EXECUTED as a DEED by **SLM COMMUNITY  
LEISURE CHARITABLE TRUST** acting by two  
Trustees or a Trustee and Secretary

Trustee .....

Trustee/Secretary.....



Notes:	Building	Drawing Title	Scale	
		Heeley Pool and Gym	1:1000	
		Broadfield Road	Date	
	Location	Sheffield	08/11/2024	Rev.
	Project Ref.	Drawing No/File No		
		Drawn TW	A3	

**Dated**

**2023**

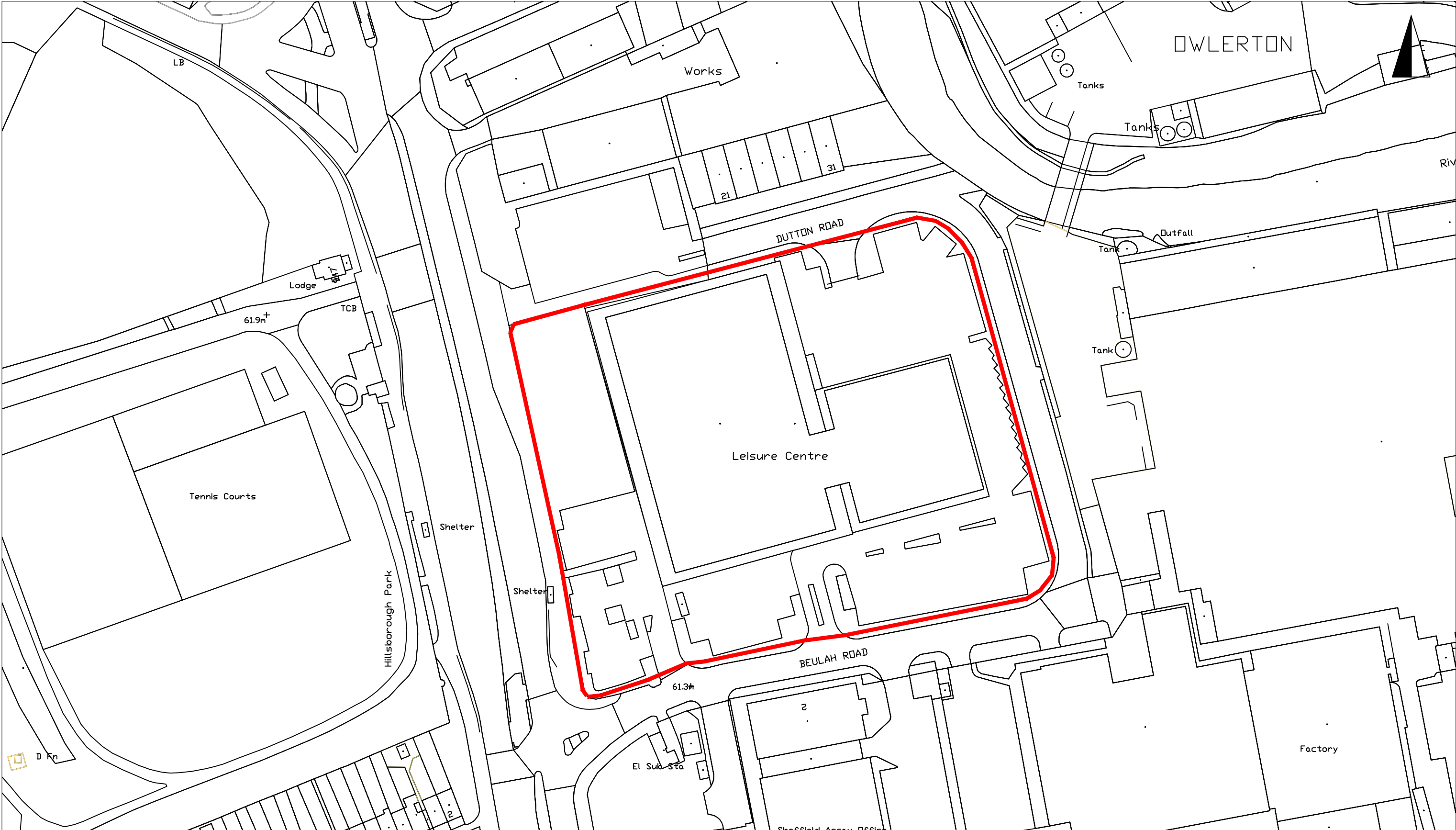
**UNDERLEASE**

**(1) SPORTS AND LEISURE MANAGEMENT LTD**

**and**

**(2) SLM COMMUNITY LEISURE CHARITABLE TRUST**

**RE: Hillsborough Leisure Centre, Beulah Road, Sheffield**



Notes:

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Building

Location

Project Ref.

Drawing Title

Hillsborough Leisure Centre  
Beulah Road  
Sheffield  
S6 2AN

Drawing No/File No

Drawn TW

Scale

1:1000

Date

08/11/2024

Rev.

A3

Sheffield  
City Council



## **PRESCRIBED CLAUSES**

### **LR1. Date of lease**

DATE

20

### **LR2. Title number(s)**

#### **LR2.1 Landlord's title number**

To be allocated

#### **LR2.2 Other title numbers**

### **LR3. Parties to this lease**

#### **Landlord**

Sports and Leisure Management Ltd

2 Watling Drive, Sketchley Meadows, Hinckley, Leicestershire LE10 3EY

(Company Registration Number 02204085)

#### **Tenant**

SLM Community Leisure Charitable Trust

2 Watling Drive, Sketchley Meadows, Hinckley, Leicestershire LE10 3EY

(Registered Society Number 30005R)

### **LR4. Property**

The Property described in Clause 1.3

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

### **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.**

Clause 8

**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 2

**LR7. Premium**

Not applicable

**LR8. Prohibitions or restrictions on disposing of this lease**

This lease contains a provision that prohibits or restricts dispositions.

**LR9. Rights of acquisition etc.**

None

**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**

Not applicable

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

Not applicable

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

None

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

None.

**LR11. Easements**

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

None

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



None

**LR12. Estate rentcharge burdening the Property**

Not applicable

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

Not applicable

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

Not applicable

**THIS UNDERLEASE** is made the                      day of                      20

**BETWEEN:**

- (1) **SPORTS AND LEISURE MANAGEMENT LTD** whose registered office is at 2 Watling Drive, Sketchley Meadows, Hinckley, Leicestershire, LE10 3EY (Company Registration Number 02204085) (the 'Landlord') and
- (2) **SLM COMMUNITY LEISURE CHARITABLE TRUST** whose registered office is at 2 Watling Drive, Sketchley Meadows, Hinckley, Leicestershire, LE10 3EY (Registered Society Number 30005R) (the 'Tenant')

**NOW THIS DEED WITNESSES** as follows:

## 1. DEFINITIONS AND INTERPRETATION

For all purposes of this Underlease the terms defined in this clause have the meanings specified.

- 1.1. 'Authorised Use' means the use as defined in the Lease.
- 1.2. The 'Superior Landlord' means the landlord for the time being of the Lease, which at the date of this Underlease is THE SHEFFIELD CITY COUNCIL of Town Hall, Pinstone Street, Sheffield S1 2HH.
- 1.3. The 'Property' as defined in the Lease.
- 1.4. The 'Lease' means the lease of the property known as Hillsborough Leisure Centre, Beulah Road, Sheffield dated and made between THE SHEFFIELD CITY COUNCIL (1) and the Landlord (2).
- 1.5. The expressions Superior Landlord, the Landlord and the Tenant shall include their respective successors in title (as the case may be).
- 1.6. Unless expressly stated to the contrary, the expression this Underlease includes any document supplemental to or collateral with this document or entered into in accordance with this document except the Underlease.

## 2. DEMISE

The Landlord lets the Property to the Tenant with full title guarantee excepting and reserving to the Landlord and the Superior Landlord the matters excepted and reserved by the Lease, to hold the Property to the Tenant together with the rights granted by the Lease for a term of [ ] years commencing on and including the date hereof up to and including[ ] subject to all rights, easements, privileges, restrictions, covenants and stipulations of whatever nature affecting the Property including any matters contained or referred to in the Lease yielding and paying to the Landlord on the same days and in like manner as under the lease a yearly rent of the same amount as that reserved by the Lease.

### **3. TERMS OF THIS UNDERLEASE**

This Underlease is made upon the same terms and subject to the same covenants provisos and conditions as are contained in the Lease except as to the term of years granted so that this Underlease is to be construed and take effect as if those terms, covenants, provisos and conditions were except as above repeated in this Underlease in full except that the covenants given by the Landlord and the Tenant are to be construed as if they had been given at the date of the Underlease.

### **4. COVENANTS**

#### **4.1. The Tenant's Covenants**

The Tenant covenants with the Landlord to observe and perform all the covenants and conditions on the part of the Tenant contained in the Lease as modified as above except in so far as the Landlord expressly covenants in this Underlease to observe and perform them and must indemnify the Landlord from and against any actions, proceedings, claims, damages, costs, expenses or losses arising from any breach, non-observance or non-performance of those covenants and conditions.

#### **4.2. The Landlord's Covenants**

The Landlord covenants with the Tenant to observe and perform the requirements of this clause 4.2

4.2.1. The Landlord must pay the rent reserved by the Lease.

4.2.2. On the request and at the expense of the Tenant, the Landlord must take all reasonable steps to enforce the covenants on the part of the Superior Landlord contained in the Lease.

- 4.2.3. Subject to the Tenant paying to the Landlord, and where appropriate to the Council, on an indemnity basis all costs, fees, charges, disbursements and expenses including, without prejudice to the generality of the above, those payable to solicitors and surveyors properly and reasonably incurred by the Landlord, and where appropriate by the Council, in relation to or incidental thereto the Landlord must take all reasonable steps to obtain the consent of the Superior Landlord whenever the Tenant makes application for any consent required under this Underlease where the consent of both the Landlord and the Council is needed by virtue of this Underlease or the Lease.

## **5. ALIENATION**

- 5.1. The Tenant covenants with the Landlord not to:
- 5.1.1. assign, underlet or charge the whole or any part of the Property;
  - 5.1.2. part with or share possession or occupation of the Property or any part save as may be permitted by clause 5.2 below; or
  - 5.1.3. hold the Property or any part on trust for another.
- 5.2. Without prejudice to the provisions of clause 5.1 the Tenant may grant occupational licences of:
- 5.2.1. the health and fitness suite forming part of the Property to SLM Health and Fitness Limited (Company Registration Number 03813612); and
  - 5.2.2. the catering area forming part of the Property to SLM Food and Beverage Limited (Company Registration Number 03813614),
- in a form approved by the Superior Landlord and subject to and in accordance with the terms of the Lease.

## **6. NEW LEASE**

This Underlease is a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995 Section 1.

## **7. EXCLUSION OF THE LANDLORD AND TENANT ACT 1954 SECTIONS 24-28**

The parties agree and acknowledge that pursuant to section 38A of the Landlord and Tenant Act 1954, before the Tenant became contractually bound to enter into the tenancy created by this Underlease:

- 7.1. the Landlord has served on the Tenant a notice substantially in the form set out in Schedule 1 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2004 ("the Order") as required by section 38A(3)(a) of the Landlord and Tenant 1954; and
- 7.2. the Tenant has made a declaration pursuant to paragraph 7 or paragraph 8 (as the case may be) of Schedule 2 to the Order in accordance with the requirements of section 38A(3)(b) of the Landlord and Tenant Act 1954

and accordingly the parties agree that the provisions of sections 24 to 28 inclusive of the Landlord and Tenant Act 1954 are excluded in relation to the tenancy created by this Underlease.

#### **8. CHARITY CLAUSE**

The Property shall as a result of this Underlease be held by or in trust for the Tenant which is an exempt charity.

#### **9. TERMINATION**

If the Lease comes to an end this Underlease will terminate immediately.

IN WITNESS whereof the parties have hereunto executed this deed the day and year first above written

EXECUTED as a DEED by **SPORTS AND LEISURE  
MANAGEMENT LTD** acting by a Director  
in the presence of a witness

Director .....

Witness Signature

Witness Name

Witness Address

Witness Occupation

EXECUTED as a DEED by **SLM COMMUNITY  
LEISURE CHARITABLE TRUST** acting by two  
Trustees or a Trustee and Secretary

Trustee .....

Trustee/Secretary.....

**Dated**

**2023**

**UNDERLEASE**

**(1) SPORTS AND LEISURE MANAGEMENT LTD**

**and**

**(2) SLM COMMUNITY LEISURE CHARITABLE TRUST**

**RE: ICE Sheffield, Attercliffe Common, Sheffield**

## **PRESCRIBED CLAUSES**

### **LR1. Date of lease**

DATE

20

### **LR2. Title number(s)**

#### **LR2.1 Landlord's title number**

To be allocated

#### **LR2.2 Other title numbers**

### **LR3. Parties to this lease**

#### **Landlord**

Sports and Leisure Management Ltd

2 Watling Drive, Sketchley Meadows, Hinckley, Leicestershire LE10 3EY

(Company Registration Number 02204085)

#### **Tenant**

SLM Community Leisure Charitable Trust

2 Watling Drive, Sketchley Meadows, Hinckley, Leicestershire LE10 3EY

(Registered Society Number 30005R)

### **LR4. Property**

The Property described in Clause 1.3

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

### **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.**

Clause 8

**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 2

**LR7. Premium**

Not applicable

**LR8. Prohibitions or restrictions on disposing of this lease**

This lease contains a provision that prohibits or restricts dispositions.

**LR9. Rights of acquisition etc.**

None

**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**

Not applicable

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

Not applicable

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

None

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

None.

**LR11. Easements**

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

None

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

None

**LR12. Estate rentcharge burdening the Property**

Not applicable

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

Not applicable

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

Not applicable

**THIS UNDERLEASE** is made the                      day of                      20

**BETWEEN:**

- (1) **SPORTS AND LEISURE MANAGEMENT LTD** whose registered office is at 2 Watling Drive, Sketchley Meadows, Hinckley, Leicestershire, LE10 3EY (Company Registration Number 02204085) (the 'Landlord') and
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**NOW THIS DEED WITNESSES** as follows:

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#### **4.2. The Landlord's Covenants**

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- 7.2. the Tenant has made a declaration pursuant to paragraph 7 or paragraph 8 (as the case may be) of Schedule 2 to the Order in accordance with the requirements of section 38A(3)(b) of the Landlord and Tenant Act 1954

and accordingly the parties agree that the provisions of sections 24 to 28 inclusive of the Landlord and Tenant Act 1954 are excluded in relation to the tenancy created by this Underlease.

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The Property shall as a result of this Underlease be held by or in trust for the Tenant which is an exempt charity.

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IN WITNESS whereof the parties have hereunto executed this deed the day and year first above written

EXECUTED as a DEED by **SPORTS AND LEISURE  
MANAGEMENT LTD** acting by a Director  
in the presence of a witness

Director .....

Witness Signature

Witness Name

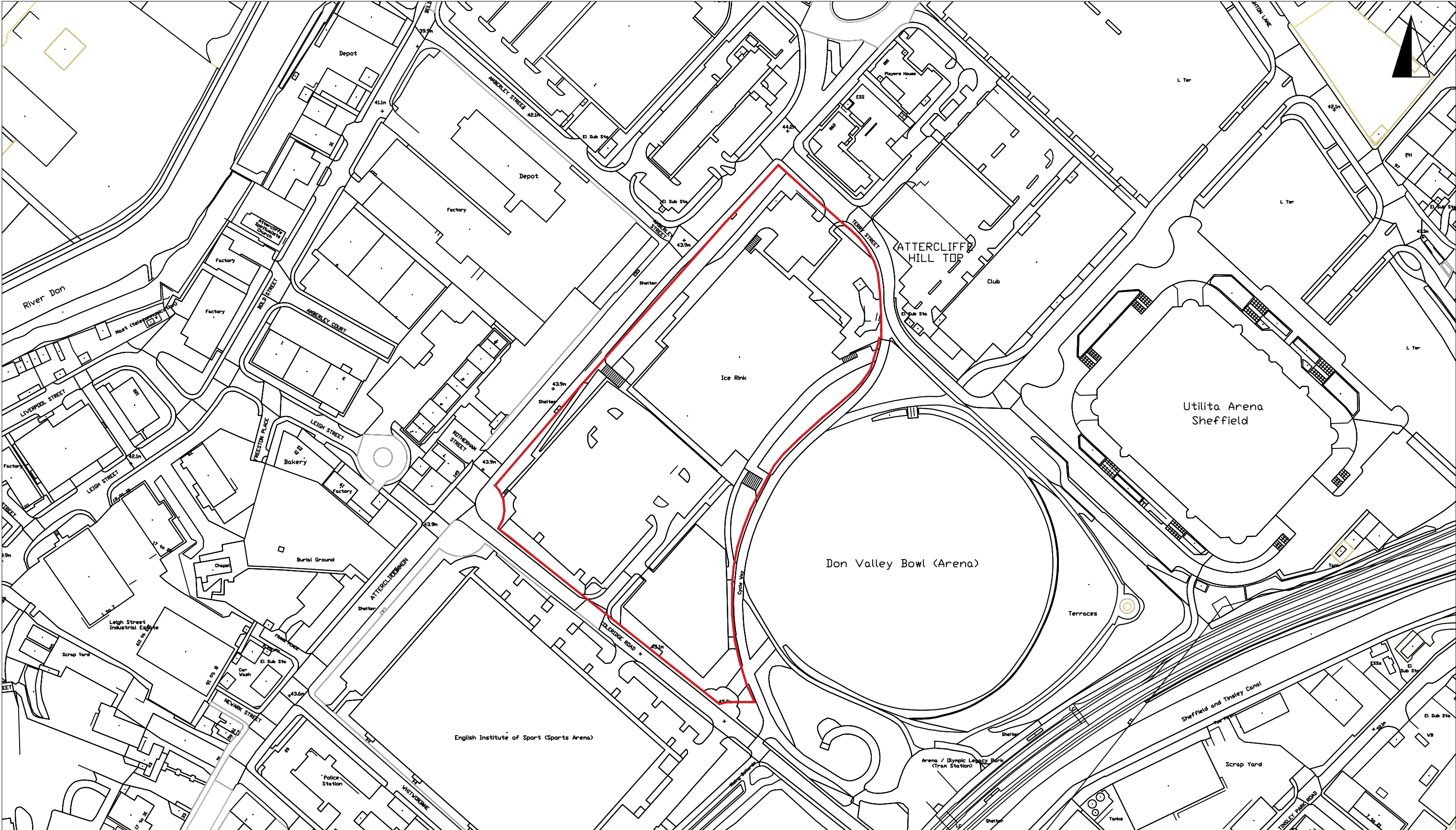
Witness Address

Witness Occupation

EXECUTED as a DEED by **SLM COMMUNITY  
LEISURE CHARITABLE TRUST** acting by two  
Trustees or a Trustee and Secretary

Trustee .....

Trustee/Secretary.....



Notes:

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Building

Drawing Title  
Ice Sheffield  
Sheffield  
S9 5DA

Location

Drawing No/File No

Project Ref.

Drawn TW

Scale  
1:2000

Date  
05/11/2024

Rev.

A3

Sheffield  
City Council





**Dated**

**2023**

**UNDERLEASE**

**(1) SPORTS AND LEISURE MANAGEMENT LTD**

**and**

**(2) SLM COMMUNITY LEISURE CHARITABLE TRUST**

**RE: Ponds Forge, Pond Street, Sheffield**

## **PRESCRIBED CLAUSES**

### **LR1. Date of lease**

DATE

20

### **LR2. Title number(s)**

#### **LR2.1 Landlord's title number**

To be allocated

#### **LR2.2 Other title numbers**

### **LR3. Parties to this lease**

#### **Landlord**

Sports and Leisure Management Ltd

2 Watling Drive, Sketchley Meadows, Hinckley, Leicestershire LE10 3EY

(Company Registration Number 02204085)

#### **Tenant**

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The Property described in Clause 1.3

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**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.**

Clause 8

**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 2

**LR7. Premium**

Not applicable

**LR8. Prohibitions or restrictions on disposing of this lease**

This lease contains a provision that prohibits or restricts dispositions.

**LR9. Rights of acquisition etc.**

None

**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**

Not applicable

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

Not applicable

**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**

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

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**LR12. Estate rentcharge burdening the Property**

Not applicable

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

Not applicable

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

Not applicable

**THIS UNDERLEASE** is made the                      day of                      20

**BETWEEN:**

- (1) **SPORTS AND LEISURE MANAGEMENT LTD** whose registered office is at 2 Watling Drive, Sketchley Meadows, Hinckley, Leicestershire, LE10 3EY (Company Registration Number 02204085) (the 'Landlord') and
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For all purposes of this Underlease the terms defined in this clause have the meanings specified.

- 1.1. 'Authorised Use' means the use as defined in the Lease.
- 1.2. The 'Superior Landlord' means the landlord for the time being of the Lease, which at the date of this Underlease is THE SHEFFIELD CITY COUNCIL of Town Hall, Pinstone Street, Sheffield S1 2HH.
- 1.3. The 'Property' as defined in the Lease.
- 1.4. The 'Lease' means the lease of the property known as Ponds Forge, Pond Street, Sheffield dated and made between THE SHEFFIELD CITY COUNCIL (1) and the Landlord (2).
- 1.5. The expressions Superior Landlord, the Landlord and the Tenant shall include their respective successors in title (as the case may be).
- 1.6. Unless expressly stated to the contrary, the expression this Underlease includes any document supplemental to or collateral with this document or entered into in accordance with this document except the Underlease.

## 2. DEMISE

The Landlord lets the Property to the Tenant with full title guarantee excepting and reserving to the Landlord and the Superior Landlord the matters excepted and reserved by the Lease, to hold the Property to the Tenant together with the rights granted by the Lease for a term of [ ] years commencing on and including the date hereof up to and including[ ] subject to all rights, easements, privileges, restrictions, covenants and stipulations of whatever nature affecting the Property including any matters contained or referred to in the Lease yielding and paying to the Landlord on the same days and in like manner as under the lease a yearly rent of the same amount as that reserved by the Lease.

### **3. TERMS OF THIS UNDERLEASE**

This Underlease is made upon the same terms and subject to the same covenants provisos and conditions as are contained in the Lease except as to the term of years granted so that this Underlease is to be construed and take effect as if those terms, covenants, provisos and conditions were except as above repeated in this Underlease in full except that the covenants given by the Landlord and the Tenant are to be construed as if they had been given at the date of the Underlease.

### **4. COVENANTS**

#### **4.1. The Tenant's Covenants**

The Tenant covenants with the Landlord to observe and perform all the covenants and conditions on the part of the Tenant contained in the Lease as modified as above except in so far as the Landlord expressly covenants in this Underlease to observe and perform them and must indemnify the Landlord from and against any actions, proceedings, claims, damages, costs, expenses or losses arising from any breach, non-observance or non-performance of those covenants and conditions.

#### **4.2. The Landlord's Covenants**

The Landlord covenants with the Tenant to observe and perform the requirements of this clause 4.2

4.2.1. The Landlord must pay the rent reserved by the Lease.

4.2.2. On the request and at the expense of the Tenant, the Landlord must take all reasonable steps to enforce the covenants on the part of the Superior Landlord contained in the Lease.

- 4.2.3. Subject to the Tenant paying to the Landlord, and where appropriate to the Council, on an indemnity basis all costs, fees, charges, disbursements and expenses including, without prejudice to the generality of the above, those payable to solicitors and surveyors properly and reasonably incurred by the Landlord, and where appropriate by the Council, in relation to or incidental thereto the Landlord must take all reasonable steps to obtain the consent of the Superior Landlord whenever the Tenant makes application for any consent required under this Underlease where the consent of both the Landlord and the Council is needed by virtue of this Underlease or the Lease.

## **5. ALIENATION**

- 5.1. The Tenant covenants with the Landlord not to:
- 5.1.1. assign, underlet or charge the whole or any part of the Property;
  - 5.1.2. part with or share possession or occupation of the Property or any part save as may be permitted by clause 5.2 below; or
  - 5.1.3. hold the Property or any part on trust for another.
- 5.2. Without prejudice to the provisions of clause 5.1 the Tenant may grant occupational licences of:
- 5.2.1. the health and fitness suite forming part of the Property to SLM Health and Fitness Limited (Company Registration Number 03813612); and
  - 5.2.2. the catering area forming part of the Property to SLM Food and Beverage Limited (Company Registration Number 03813614),
- in a form approved by the Superior Landlord and subject to and in accordance with the terms of the Lease.

## **6. NEW LEASE**

This Underlease is a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995 Section 1.

## **7. EXCLUSION OF THE LANDLORD AND TENANT ACT 1954 SECTIONS 24-28**

The parties agree and acknowledge that pursuant to section 38A of the Landlord and Tenant Act 1954, before the Tenant became contractually bound to enter into the tenancy created by this Underlease:

- 7.1. the Landlord has served on the Tenant a notice substantially in the form set out in Schedule 1 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2004 ("the Order") as required by section 38A(3)(a) of the Landlord and Tenant 1954; and
- 7.2. the Tenant has made a declaration pursuant to paragraph 7 or paragraph 8 (as the case may be) of Schedule 2 to the Order in accordance with the requirements of section 38A(3)(b) of the Landlord and Tenant Act 1954

and accordingly the parties agree that the provisions of sections 24 to 28 inclusive of the Landlord and Tenant Act 1954 are excluded in relation to the tenancy created by this Underlease.

#### **8. CHARITY CLAUSE**

The Property shall as a result of this Underlease be held by or in trust for the Tenant which is an exempt charity.

#### **9. TERMINATION**

If the Lease comes to an end this Underlease will terminate immediately.

IN WITNESS whereof the parties have hereunto executed this deed the day and year first above written



EXECUTED as a DEED by **SPORTS AND LEISURE  
MANAGEMENT LTD** acting by a Director  
in the presence of a witness

Director .....

Witness Signature

Witness Name

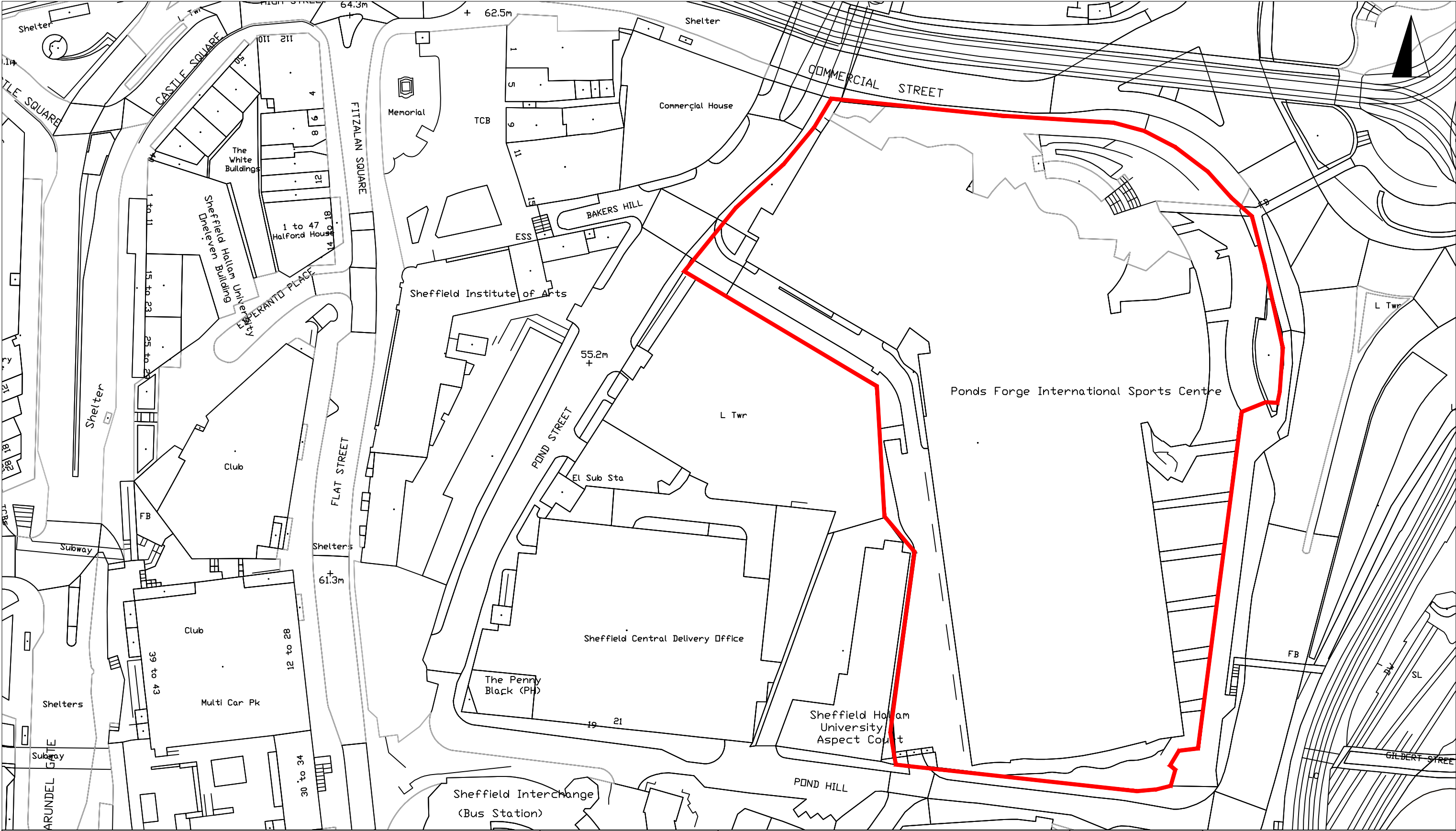
Witness Address

Witness Occupation

EXECUTED as a DEED by **SLM COMMUNITY  
LEISURE CHARITABLE TRUST** acting by two  
Trustees or a Trustee and Secretary

Trustee .....

Trustee/Secretary.....



Notes:

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Building

Drawing Title  
Ponds Forge  
Sheffield  
S1 2PZ

Scale  
1:1000

Date  
08/11/2024

**Sheffield**  
City Council



Location

Drawing No/File No

Rev.

Project Ref.

Drawn TW

A3

**Dated**

**2023**

**UNDERLEASE**

**(1) SPORTS AND LEISURE MANAGEMENT LTD**

**and**

**(2) SLM COMMUNITY LEISURE CHARITABLE TRUST**

**RE: Springs Academy, East Bank Road, Sheffield**

## **PRESCRIBED CLAUSES**

### **LR1. Date of lease**

DATE

20

### **LR2. Title number(s)**

#### **LR2.1 Landlord's title number**

To be allocated

#### **LR2.2 Other title numbers**

### **LR3. Parties to this lease**

#### **Landlord**

Sports and Leisure Management Ltd

2 Watling Drive, Sketchley Meadows, Hinckley, Leicestershire LE10 3EY

(Company Registration Number 02204085)

#### **Tenant**

SLM Community Leisure Charitable Trust

2 Watling Drive, Sketchley Meadows, Hinckley, Leicestershire LE10 3EY

(Registered Society Number 30005R)

### **LR4. Property**

The Property described in Clause 1.3

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

### **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.**

Clause 8

**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 2

**LR7. Premium**

Not applicable

**LR8. Prohibitions or restrictions on disposing of this lease**

This lease contains a provision that prohibits or restricts dispositions.

**LR9. Rights of acquisition etc.**

None

**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**

Not applicable

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

Not applicable

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

None

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

None.

**LR11. Easements**

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

None

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

None

**LR12. Estate rentcharge burdening the Property**

Not applicable

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

Not applicable

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

Not applicable

**THIS UNDERLEASE** is made the                      day of                      20

**BETWEEN:**

- (1) **SPORTS AND LEISURE MANAGEMENT LTD** whose registered office is at 2 Watling Drive, Sketchley Meadows, Hinckley, Leicestershire, LE10 3EY (Company Registration Number 02204085) (the 'Landlord') and
- (2) **SLM COMMUNITY LEISURE CHARITABLE TRUST** whose registered office is at 2 Watling Drive, Sketchley Meadows, Hinckley, Leicestershire, LE10 3EY (Registered Society Number 30005R) (the 'Tenant')

**NOW THIS DEED WITNESSES** as follows:

## 1. DEFINITIONS AND INTERPRETATION

For all purposes of this Underlease the terms defined in this clause have the meanings specified.

- 1.1. 'Authorised Use' means the use as defined in the Lease.
- 1.2. The 'Superior Landlord' means the landlord for the time being of the Lease, which at the date of this Underlease is THE SHEFFIELD CITY COUNCIL of Town Hall, Pinstone Street, Sheffield S1 2HH.
- 1.3. The 'Property' as defined in the Lease.
- 1.4. The 'Lease' means the lease of the property known as Springs Academy, East Bank Road, Sheffield dated and made between THE SHEFFIELD CITY COUNCIL (1) and the Landlord (2).
- 1.5. The expressions Superior Landlord, the Landlord and the Tenant shall include their respective successors in title (as the case may be).
- 1.6. Unless expressly stated to the contrary, the expression this Underlease includes any document supplemental to or collateral with this document or entered into in accordance with this document except the Underlease.

## 2. DEMISE

The Landlord lets the Property to the Tenant with full title guarantee excepting and reserving to the Landlord and the Superior Landlord the matters excepted and reserved by the Lease, to hold the Property to the Tenant together with the rights granted by the Lease for a term of [ ] years commencing on and including the date hereof up to and including[ ] subject to all rights, easements, privileges, restrictions, covenants and stipulations of whatever nature affecting the Property including any matters contained or referred to in the Lease yielding and paying to the Landlord on the same days and in like manner as under the lease a yearly rent of the same amount as that reserved by the Lease.

### **3. TERMS OF THIS UNDERLEASE**

This Underlease is made upon the same terms and subject to the same covenants, provisos and conditions as are contained in the Lease except as to the term of years granted so that this Underlease is to be construed and take effect as if those terms, covenants, provisos and conditions were except as above repeated in this Underlease in full except that the covenants given by the Landlord and the Tenant are to be construed as if they had been given at the date of the Underlease.

### **4. COVENANTS**

#### **4.1. The Tenant's Covenants**

The Tenant covenants with the Landlord to observe and perform all the covenants and conditions on the part of the Tenant contained in the Lease as modified as above except in so far as the Landlord expressly covenants in this Underlease to observe and perform them and must indemnify the Landlord from and against any actions, proceedings, claims, damages, costs, expenses or losses arising from any breach, non-observance or non-performance of those covenants and conditions.

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The Landlord covenants with the Tenant to observe and perform the requirements of this clause 4.2

4.2.1. The Landlord must pay the rent reserved by the Lease.

4.2.2. On the request and at the expense of the Tenant, the Landlord must take all reasonable steps to enforce the covenants on the part of the Superior Landlord contained in the Lease.



- 4.2.3. Subject to the Tenant paying to the Landlord, and where appropriate to the Council, on an indemnity basis all costs, fees, charges, disbursements and expenses including, without prejudice to the generality of the above, those payable to solicitors and surveyors properly and reasonably incurred by the Landlord, and where appropriate by the Council, in relation to or incidental thereto the Landlord must take all reasonable steps to obtain the consent of the Superior Landlord whenever the Tenant makes application for any consent required under this Underlease where the consent of both the Landlord and the Council is needed by virtue of this Underlease or the Lease.

## **5. ALIENATION**

- 5.1. The Tenant covenants with the Landlord not to:
- 5.1.1. assign, underlet or charge the whole or any part of the Property;
  - 5.1.2. part with or share possession or occupation of the Property or any part save as may be permitted by clause 5.2 below; or
  - 5.1.3. hold the Property or any part on trust for another.
- 5.2. Without prejudice to the provisions of clause 5.1 the Tenant may grant occupational licences of:
- 5.2.1. the health and fitness suite forming part of the Property to SLM Health and Fitness Limited (Company Registration Number 03813612); and
  - 5.2.2. the catering area forming part of the Property to SLM Food and Beverage Limited (Company Registration Number 03813614),
- in a form approved by the Superior Landlord and subject to and in accordance with the terms of the Lease.

## **6. NEW LEASE**

This Underlease is a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995 Section 1.

## **7. EXCLUSION OF THE LANDLORD AND TENANT ACT 1954 SECTIONS 24-28**

The parties agree and acknowledge that pursuant to section 38A of the Landlord and Tenant Act 1954, before the Tenant became contractually bound to enter into the tenancy created by this Underlease:

- 7.1. the Landlord has served on the Tenant a notice substantially in the form set out in Schedule 1 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2004 ("the Order") as required by section 38A(3)(a) of the Landlord and Tenant 1954; and
- 7.2. the Tenant has made a declaration pursuant to paragraph 7 or paragraph 8 (as the case may be) of Schedule 2 to the Order in accordance with the requirements of section 38A(3)(b) of the Landlord and Tenant Act 1954

and accordingly the parties agree that the provisions of sections 24 to 28 inclusive of the Landlord and Tenant Act 1954 are excluded in relation to the tenancy created by this Underlease.

#### **8. CHARITY CLAUSE**

The Property shall as a result of this Underlease be held by or in trust for the Tenant which is an exempt charity.

#### **9. TERMINATION**

If the Lease comes to an end this Underlease will terminate immediately.

IN WITNESS whereof the parties have hereunto executed this deed the day and year first above written

EXECUTED as a DEED by **SPORTS AND LEISURE  
MANAGEMENT LTD** acting by a Director  
in the presence of a witness

Director .....

Witness Signature

Witness Name

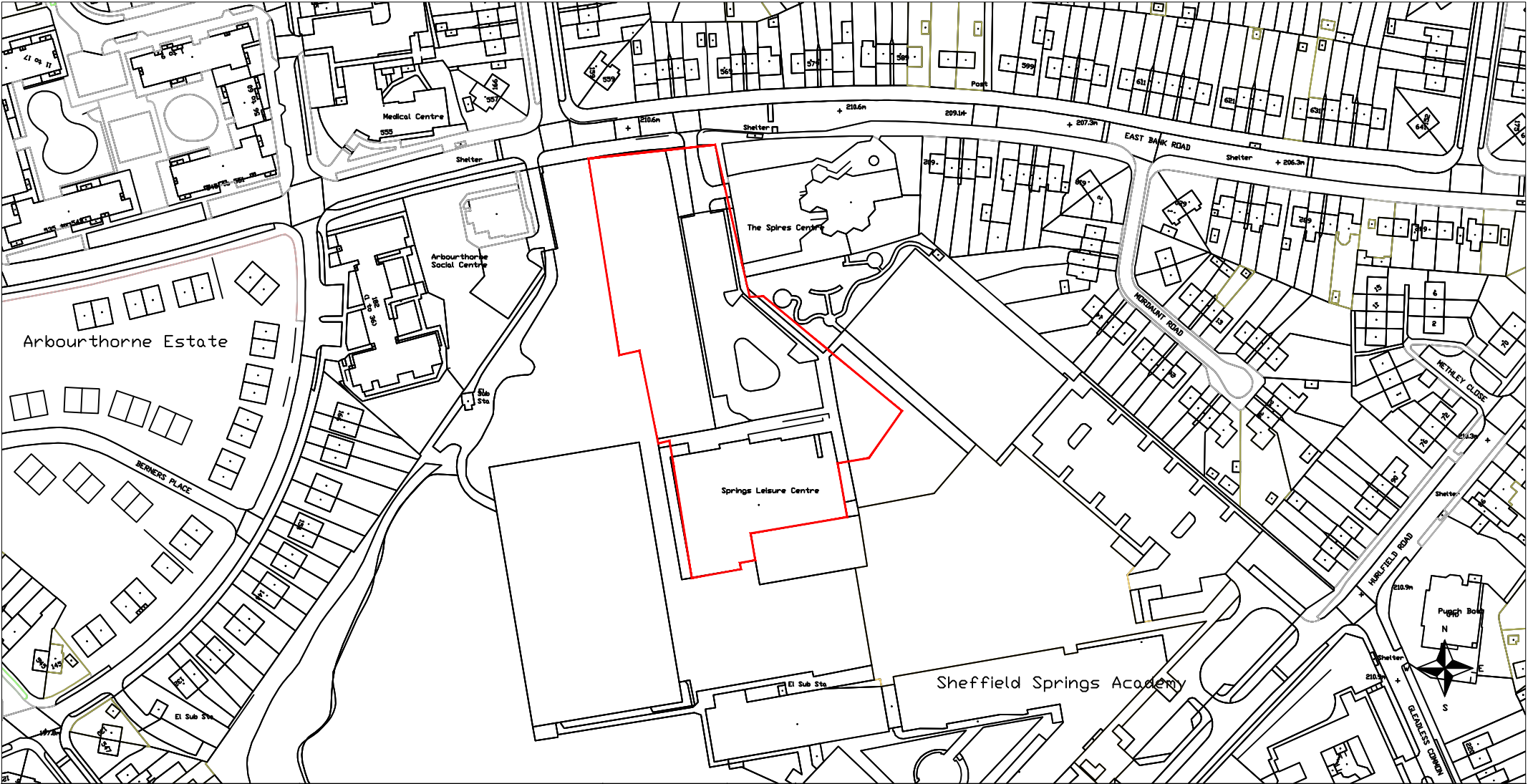
Witness Address

Witness Occupation

EXECUTED as a DEED by **SLM COMMUNITY  
LEISURE CHARITABLE TRUST** acting by two  
Trustees or a Trustee and Secretary

Trustee .....

Trustee/Secretary.....



Building	Drawing Title	Scale	<div>Sheffield City Council</div>
		1:2000	
Name	Ref	Date	
		26/11/2024	
TW			
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**Dated**

**2023**

**UNDERLEASE**

**(1) SPORTS AND LEISURE MANAGEMENT LTD**

**and**

**(2) SLM COMMUNITY LEISURE CHARITABLE TRUST**

**RE: Tinsley Park Golf Course, Insley Lane, Sheffield**

## **PRESCRIBED CLAUSES**

### **LR1. Date of lease**

DATE

20

### **LR2. Title number(s)**

#### **LR2.1 Landlord's title number**

To be allocated

#### **LR2.2 Other title numbers**

### **LR3. Parties to this lease**

#### **Landlord**

Sports and Leisure Management Ltd

2 Watling Drive, Sketchley Meadows, Hinckley, Leicestershire LE10 3EY

(Company Registration Number 02204085)

#### **Tenant**

SLM Community Leisure Charitable Trust

2 Watling Drive, Sketchley Meadows, Hinckley, Leicestershire LE10 3EY

(Registered Society Number 30005R)

### **LR4. Property**

The Property described in Clause 1.3

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

### **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.**

Clause 8

**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 2

**LR7. Premium**

Not applicable

**LR8. Prohibitions or restrictions on disposing of this lease**

This lease contains a provision that prohibits or restricts dispositions.

**LR9. Rights of acquisition etc.**

None

**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**

Not applicable

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

Not applicable

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

None

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

None.

**LR11. Easements**

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

None

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

None

**LR12. Estate rentcharge burdening the Property**

Not applicable

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

Not applicable

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

Not applicable



**THIS UNDERLEASE** is made the                      day of                      20

**BETWEEN:**

- (1) **SPORTS AND LEISURE MANAGEMENT LTD** whose registered office is at 2 Watling Drive, Sketchley Meadows, Hinckley, Leicestershire, LE10 3EY (Company Registration Number 02204085) (the 'Landlord') and
- (2) **SLM COMMUNITY LEISURE CHARITABLE TRUST** whose registered office is at 2 Watling Drive, Sketchley Meadows, Hinckley, Leicestershire, LE10 3EY (Registered Society Number 30005R) (the 'Tenant')

**NOW THIS DEED WITNESSES** as follows:

## 1. DEFINITIONS AND INTERPRETATION

For all purposes of this Underlease the terms defined in this clause have the meanings specified.

- 1.1. 'Authorised Use' means the use as defined in the Lease.
- 1.2. The 'Superior Landlord' means the landlord for the time being of the Lease, which at the date of this Underlease is THE SHEFFIELD CITY COUNCIL of Town Hall, Pinstone Street, Sheffield S1 2HH.
- 1.3. The 'Property' as defined in the Lease.
- 1.4. The 'Lease' means the lease of the property known as Tinsley Park Golf Course, Insley Lane, Sheffield dated and made between THE SHEFFIELD CITY COUNCIL (1) and the Landlord (2).
- 1.5. The expressions Superior Landlord, the Landlord and the Tenant shall include their respective successors in title (as the case may be).
- 1.6. Unless expressly stated to the contrary, the expression this Underlease includes any document supplemental to or collateral with this document or entered into in accordance with this document except the Underlease.

## 2. DEMISE

The Landlord lets the Property to the Tenant with full title guarantee excepting and reserving to the Landlord and the Superior Landlord the matters excepted and reserved by the Lease, to hold the Property to the Tenant together with the rights granted by the Lease for a term of [ ] years commencing on and including the date hereof up to and including[ ] subject to all rights, easements, privileges, restrictions, covenants and stipulations of whatever nature affecting the Property including any matters contained or referred to in the Lease yielding and paying to the Landlord on the same days and in like manner as under the lease a yearly rent of the same amount as that reserved by the Lease.

### **3. TERMS OF THIS UNDERLEASE**

This Underlease is made upon the same terms and subject to the same covenants, provisos and conditions as are contained in the Lease except as to the term of years granted so that this Underlease is to be construed and take effect as if those terms, covenants, provisos and conditions were except as above repeated in this Underlease in full except that the covenants given by the Landlord and the Tenant are to be construed as if they had been given at the date of the Underlease.

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#### **4.1. The Tenant's Covenants**

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#### **4.2. The Landlord's Covenants**

The Landlord covenants with the Tenant to observe and perform the requirements of this clause 4.2

4.2.1. The Landlord must pay the rent reserved by the Lease.

4.2.2. On the request and at the expense of the Tenant, the Landlord must take all reasonable steps to enforce the covenants on the part of the Superior Landlord contained in the Lease.

- 4.2.3. Subject to the Tenant paying to the Landlord, and where appropriate to the Council, on an indemnity basis all costs, fees, charges, disbursements and expenses including, without prejudice to the generality of the above, those payable to solicitors and surveyors properly and reasonably incurred by the Landlord, and where appropriate by the Council, in relation to or incidental thereto the Landlord must take all reasonable steps to obtain the consent of the Superior Landlord whenever the Tenant makes application for any consent required under this Underlease where the consent of both the Landlord and the Council is needed by virtue of this Underlease or the Lease.

## **5. ALIENATION**

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- 5.1.1. assign, underlet or charge the whole or any part of the Property;
  - 5.1.2. part with or share possession or occupation of the Property or any part save as may be permitted by clause 5.2 below; or
  - 5.1.3. hold the Property or any part on trust for another.
- 5.2. Without prejudice to the provisions of clause 5.1 the Tenant may grant occupational licences of:
- 5.2.1. the health and fitness suite forming part of the Property to SLM Health and Fitness Limited (Company Registration Number 03813612); and
  - 5.2.2. the catering area forming part of the Property to SLM Food and Beverage Limited (Company Registration Number 03813614),
- in a form approved by the Superior Landlord and subject to and in accordance with the terms of the Lease.

## **6. NEW LEASE**

This Underlease is a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995 Section 1.

## **7. EXCLUSION OF THE LANDLORD AND TENANT ACT 1954 SECTIONS 24-28**

The parties agree and acknowledge that pursuant to section 38A of the Landlord and Tenant Act 1954, before the Tenant became contractually bound to enter into the tenancy created by this Underlease:

- 7.1. the Landlord has served on the Tenant a notice substantially in the form set out in Schedule 1 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2004 ("the Order") as required by section 38A(3)(a) of the Landlord and Tenant Act 1954; and
- 7.2. the Tenant has made a declaration pursuant to paragraph 7 or paragraph 8 (as the case may be) of Schedule 2 to the Order in accordance with the requirements of section 38A(3)(b) of the Landlord and Tenant Act 1954

and accordingly the parties agree that the provisions of sections 24 to 28 inclusive of the Landlord and Tenant Act 1954 are excluded in relation to the tenancy created by this Underlease.

#### **8. CHARITY CLAUSE**

The Property shall as a result of this Underlease be held by or in trust for the Tenant which is an exempt charity.

#### **9. TERMINATION**

If the Lease comes to an end this Underlease will terminate immediately.

IN WITNESS whereof the parties have hereunto executed this deed the day and year first above written

EXECUTED as a DEED by **SPORTS AND LEISURE  
MANAGEMENT LTD** acting by a Director  
in the presence of a witness

Director .....

Witness Signature

Witness Name

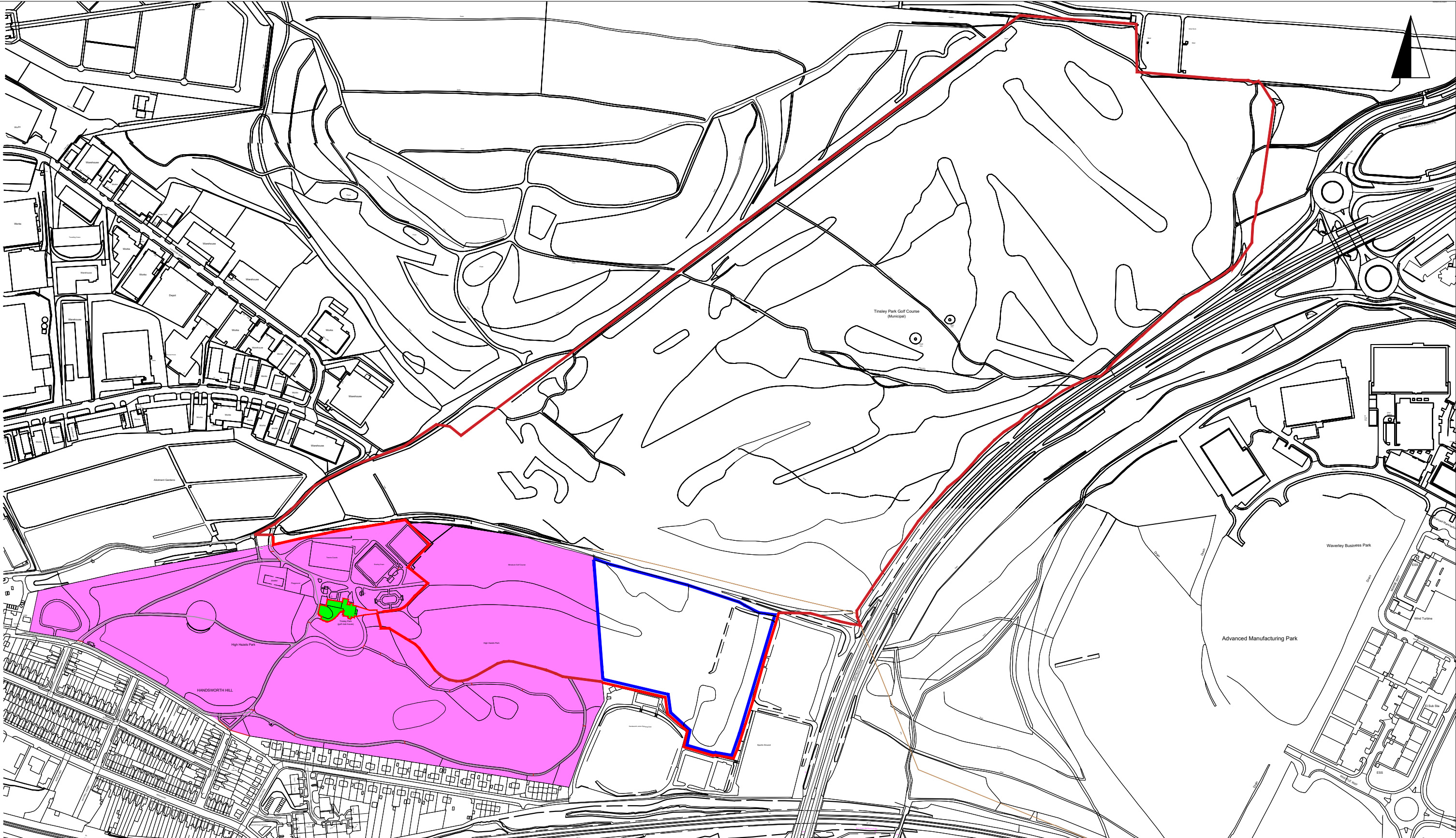
Witness Address

Witness Occupation

EXECUTED as a DEED by **SLM COMMUNITY  
LEISURE CHARITABLE TRUST** acting by two  
Trustees or a Trustee and Secretary

Trustee .....

Trustee/Secretary.....



Notes:  
Red line indicated the demise of the golf course  
Blue line shows a the section of the course under a different title number  
Green highlight indicates the clubhouse within the golf course boundary  
Hatched pink is the golf course within High Hazels Park

Appendix 1

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Building	Drawing Title Tinsley Golf Course Sheffield S9 4PE	Scale 1:5000
Location	Drawing No/File No	Date 26/11/2024
Project Ref.	Drawn TW	Rev.
		A3



**Dated**

**2023**

**UNDERLEASE**

**(1) SPORTS AND LEISURE MANAGEMENT LTD**

**and**

**(2) SLM COMMUNITY LEISURE CHARITABLE TRUST**

**RE: Wisewood Sports Centre, Laird Road, Sheffield**

## **PRESCRIBED CLAUSES**

### **LR1. Date of lease**

DATE

20

### **LR2. Title number(s)**

#### **LR2.1 Landlord's title number**

To be allocated

#### **LR2.2 Other title numbers**

### **LR3. Parties to this lease**

#### **Landlord**

Sports and Leisure Management Ltd

2 Watling Drive, Sketchley Meadows, Hinckley, Leicestershire LE10 3EY

(Company Registration Number 02204085)

#### **Tenant**

SLM Community Leisure Charitable Trust

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(Registered Society Number 30005R)

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The Property described in Clause 1.3

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### **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.**

Clause 8

**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 2

**LR7. Premium**

Not applicable

**LR8. Prohibitions or restrictions on disposing of this lease**

This lease contains a provision that prohibits or restricts dispositions.

**LR9. Rights of acquisition etc.**

None

**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**

Not applicable

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

Not applicable

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

None

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

None.

**LR11. Easements**

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

None

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

None

**LR12. Estate rentcharge burdening the Property**

Not applicable

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

Not applicable

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

Not applicable

**THIS UNDERLEASE** is made the                      day of                      20

**BETWEEN:**

- (1) **SPORTS AND LEISURE MANAGEMENT LTD** whose registered office is at 2 Watling Drive, Sketchley Meadows, Hinckley, Leicestershire, LE10 3EY (Company Registration Number 02204085) (the 'Landlord') and
- (2) **SLM COMMUNITY LEISURE CHARITABLE TRUST** whose registered office is at 2 Watling Drive, Sketchley Meadows, Hinckley, Leicestershire, LE10 3EY (Registered Society Number 30005R) (the 'Tenant')

**NOW THIS DEED WITNESSES** as follows:

## 1. DEFINITIONS AND INTERPRETATION

For all purposes of this Underlease the terms defined in this clause have the meanings specified.

- 1.1. 'Authorised Use' means the use as defined in the Lease.
- 1.2. The 'Superior Landlord' means the landlord for the time being of the Lease, which at the date of this Underlease is THE SHEFFIELD CITY COUNCIL of Town Hall, Pinstone Street, Sheffield S1 2HH.
- 1.3. The 'Property' as defined in the Lease.
- 1.4. The 'Lease' means the lease of the property known as Wisewood Sports, Centre, Laird, Sheffield dated and made between THE SHEFFIELD CITY COUNCIL (1) and the Landlord (2).
- 1.5. The expressions Superior Landlord, the Landlord and the Tenant shall include their respective successors in title (as the case may be).
- 1.6. Unless expressly stated to the contrary, the expression this Underlease includes any document supplemental to or collateral with this document or entered into in accordance with this document except the Underlease.

## 2. DEMISE

The Landlord lets the Property to the Tenant with full title guarantee excepting and reserving to the Landlord and the Superior Landlord the matters excepted and reserved by the Lease, to hold the Property to the Tenant together with the rights granted by the Lease for a term of [ ] years commencing on and including the date hereof up to and including[ ] subject to all rights, easements, privileges, restrictions, covenants and stipulations of whatever nature affecting the Property including any matters contained or referred to in the Lease yielding and paying to the Landlord on the same days and in like manner as under the lease a yearly rent of the same amount as that reserved by the Lease.

### **3. TERMS OF THIS UNDERLEASE**

This Underlease is made upon the same terms and subject to the same covenants provisos and conditions as are contained in the Lease except as to the term of years granted so that this Underlease is to be construed and take effect as if those terms, covenants, provisos and conditions were except as above repeated in this Underlease in full except that the covenants given by the Landlord and the Tenant are to be construed as if they had been given at the date of the Underlease.

### **4. COVENANTS**

#### **4.1. The Tenant's Covenants**

The Tenant covenants with the Landlord to observe and perform all the covenants and conditions on the part of the Tenant contained in the Lease as modified as above except in so far as the Landlord expressly covenants in this Underlease to observe and perform them and must indemnify the Landlord from and against any actions, proceedings, claims, damages, costs, expenses or losses arising from any breach, non-observance or non-performance of those covenants and conditions.

#### **4.2. The Landlord's Covenants**

The Landlord covenants with the Tenant to observe and perform the requirements of this clause 4.2

4.2.1. The Landlord must pay the rent reserved by the Lease.

4.2.2. On the request and at the expense of the Tenant, the Landlord must take all reasonable steps to enforce the covenants on the part of the Superior Landlord contained in the Lease.

- 4.2.3. Subject to the Tenant paying to the Landlord, and where appropriate to the Council, on an indemnity basis all costs, fees, charges, disbursements and expenses including, without prejudice to the generality of the above, those payable to solicitors and surveyors properly and reasonably incurred by the Landlord, and where appropriate by the Council, in relation to or incidental thereto the Landlord must take all reasonable steps to obtain the consent of the Superior Landlord whenever the Tenant makes application for any consent required under this Underlease where the consent of both the Landlord and the Council is needed by virtue of this Underlease or the Lease.

## **5. ALIENATION**

- 5.1. The Tenant covenants with the Landlord not to:

- 5.1.1. assign, underlet or charge the whole or any part of the Property;
- 5.1.2. part with or share possession or occupation of the Property or any part save as may be permitted by clause 5.2 below; or
- 5.1.3. hold the Property or any part on trust for another.

- 5.2. Without prejudice to the provisions of clause 5.1 the Tenant may grant occupational licences of:

- 5.2.1. the health and fitness suite forming part of the Property to SLM Health and Fitness Limited (Company Registration Number 03813612); and
- 5.2.2. the catering area forming part of the Property to SLM Food and Beverage Limited (Company Registration Number 03813614),

in a form approved by the Superior Landlord and subject to and in accordance with the terms of the Lease.

## **6. NEW LEASE**

This Underlease is a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995 Section 1.

## **7. EXCLUSION OF THE LANDLORD AND TENANT ACT 1954 SECTIONS 24-28**

The parties agree and acknowledge that pursuant to section 38A of the Landlord and Tenant Act 1954, before the Tenant became contractually bound to enter into the tenancy created by this Underlease:

- 7.1. the Landlord has served on the Tenant a notice substantially in the form set out in Schedule 1 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2004 ("the Order") as required by section 38A(3)(a) of the Landlord and Tenant Act 1954; and
- 7.2. the Tenant has made a declaration pursuant to paragraph 7 or paragraph 8 (as the case may be) of Schedule 2 to the Order in accordance with the requirements of section 38A(3)(b) of the Landlord and Tenant Act 1954

and accordingly the parties agree that the provisions of sections 24 to 28 inclusive of the Landlord and Tenant Act 1954 are excluded in relation to the tenancy created by this Underlease.

## **8. CHARITY CLAUSE**

The Property shall as a result of this Underlease be held by or in trust for the Tenant which is an exempt charity.

## **9. TERMINATION**

If the Lease comes to an end this Underlease will terminate immediately.

IN WITNESS whereof the parties have hereunto executed this deed the day and year first above written

EXECUTED as a DEED by **SPORTS AND LEISURE  
MANAGEMENT LTD** acting by a Director  
in the presence of a witness

Director .....

Witness Signature

Witness Name

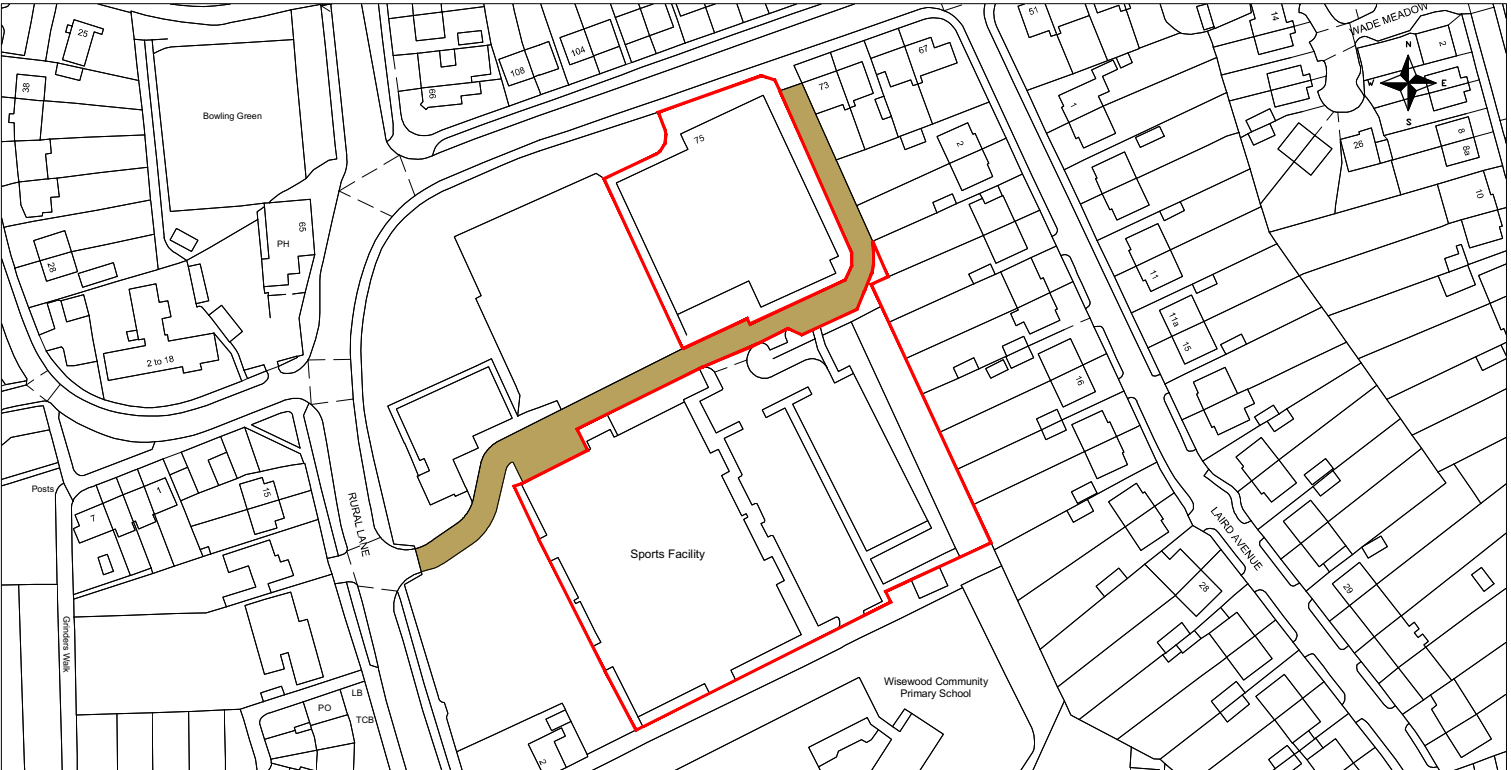
Witness Address


Witness Occupation

EXECUTED as a DEED by **SLM COMMUNITY  
LEISURE CHARITABLE TRUST** acting by two  
Trustees or a Trustee and Secretary

Trustee .....

Trustee/Secretary.....



<b>Building</b> Access route hatched brown	<b>Drawing Title</b> WISEWOOD SPORTS CENTRE RURAL LANE/LAIRD ROAD S6 4BS	<b>Scale</b> 1:1250	
		<b>Date</b> 26/11/2024	
<b>Name</b> TW	<b>Ref</b>		
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**Part 3**  
**Tenancy at Will**

## TENANCY AT WILL

TENANCY AGREEMENT MADE THE \_\_\_\_\_ day of \_\_\_\_\_

## 1. Particulars

- |     |                       |   |
|-----|-----------------------|---|
| 1.1 | the Landlord          | Sheffield City Council of Town Hall, Pinstone Street, Sheffield, S1 2HH as Freeholder & sole Trustee of High Hazels Park (Charity No: 1183830)  |
| 1.2 | the Tenant            | Sports and Leisure Management Limited, (company number 02204085) whose registered office is at 2 Watling Drive, Sketchley Meadows, Hinckley, England, LE10 3EY  |
| 1.3 | the 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 Landlord and (2) the Tenant relating to the provision of leisure and sporting centres and facilities with ancillary uses at the Premises |
| 1.4 | the Premises          | Land and buildings at Springs Academy, Sheffield shown edged red on the attached plan.  |
| 1.5 | Rent                  | A peppercorn  |
| 1.6 | Permitted Use         | Use as a sports and leisure centre in accordance with the Leisure Agreement.  |

## 2. Definitions and interpretation

- 2.1 For all purposes of this agreement the terms defined in clause 1 and in this clause have the meanings specified
- 2.2 "Interior" means the internal coverings of the walls of the Premises and the floor and ceiling finishes of the Premises and the doors and doorframes and any windows and glass therein and window frames of the Premises
- 2.3 "the Tenancy" means the tenancy granted by this agreement
- 2.4 Words importing one gender shall be construed as importing any other gender
- 2.6 Words importing the singular shall be construed as importing the plural and vice-versa
- 2.7 The clause headings do not form part of this agreement and shall not be taken into account in its construction or interpretation

### **3. Tenancy at will**

- 3.1 The Landlord lets and the Tenant takes the Premises on a tenancy at will commencing on 2<sup>nd</sup> January 2025 which is terminable at any time by either party.
- 3.2 The agreement creates a Tenancy at Will which does not have the protection afforded to business tenancies under Part II of the Landlord and Tenant Act 1954

### **4. Rent**

- 4.1 The Tenant shall pay the Rent on demand provided always that no demand for any payment of such rent shall create a periodic tenancy.
- 4.2 On termination of the Tenancy any Rent previously paid in respect of any period falling after the date of termination shall be repaid to the Tenant immediately
- 4.3 Neither the payment of nor any demand for any Rent nor the fact that the amount of the Rent is calculated by reference to a period shall create or cause the Tenancy to become a periodic tenancy

### **5. The Tenant's obligations**

The Tenant agrees with the Landlord:

#### **5.1 Rent**

To pay the Rent in accordance with clause 4.1

#### **5.2 Outgoings**

5.2.1 To pay and indemnify the Landlord against all (rates) taxes assessments duties charges impositions and outgoings of an annual or other periodically recurring nature (other than general rates) payable in respect of the Premises during the currency of the Tenancy

5.2.2 To be responsible for heating and lighting the Premises to its own satisfaction and pay on demand all charges for fuel consumed

#### **5.3 Repair etc.**

To comply with the terms of the Lease Agreement in relation to the repair and maintenance of the Premises.

#### **5.4 Statutory Compliance**

To comply with all statutory requirements relating to the use of the premises, including but not limited to the Regulatory Reform (Fire Safety) Order 2005, the control of Asbestos Regulations 2012 and the Health and Safety at Work Act 1974 ensuring the

control of Legionella Bacteria in water systems and maintaining up-to-date Gas and Electrical Installation Certificates where applicable.

## **5.5 Prohibitions**

Not:

5.5.1 to make any alteration or addition whatsoever to the Premises without the permission of the landlord such permission not to be unreasonably withheld or delayed.

5.5.2 to use the Premises or any part of the Premises otherwise than for the Permitted Use

5.5.3 to cause any nuisance or annoyance to the Landlord or to any adjoining owners or occupiers

5.5.4 to assign underlet charge part with the possession of or otherwise dispose of the Premises or any part of the Premises

5.5.5 to permit the Premises or any part of the Premises to be occupied by any person other than the Tenant and the Tenant's employees or subcontractors.

5.5.6 to deposit any refuse or other items on adjoining yards or land

5.5.7 without the consent of the Landlord to display any signs or advertisements on the exterior of the Premises

5.5.8 to store or bring upon the Premises any articles or substances of a dangerous or explosive or especially flammable or combustible nature.

## **5.6 Entry by Landlord**

To allow the Landlord and all persons authorised by the Landlord to enter the Premises at any reasonable time for the purpose of ascertaining whether the terms of this agreement have been complied with and to carry out inspections in connection with proposed works to the Premises

## **5.7 Indemnification**

The Tenant shall indemnify and keep indemnified the Landlord from and against all actions, claims, demands, proceeding, costs and liabilities what so ever arising directly or indirectly out of the Tenant's occupation of the Premises or any failure by the Tenant to observe and comply with the Tenant's obligations under this Agreement save and except where such arises from inadvertent breach of the Charitable Trust Provisions by the Tenant or as a result of any decision of the Charity Commission.

## **5.8 Insurance**

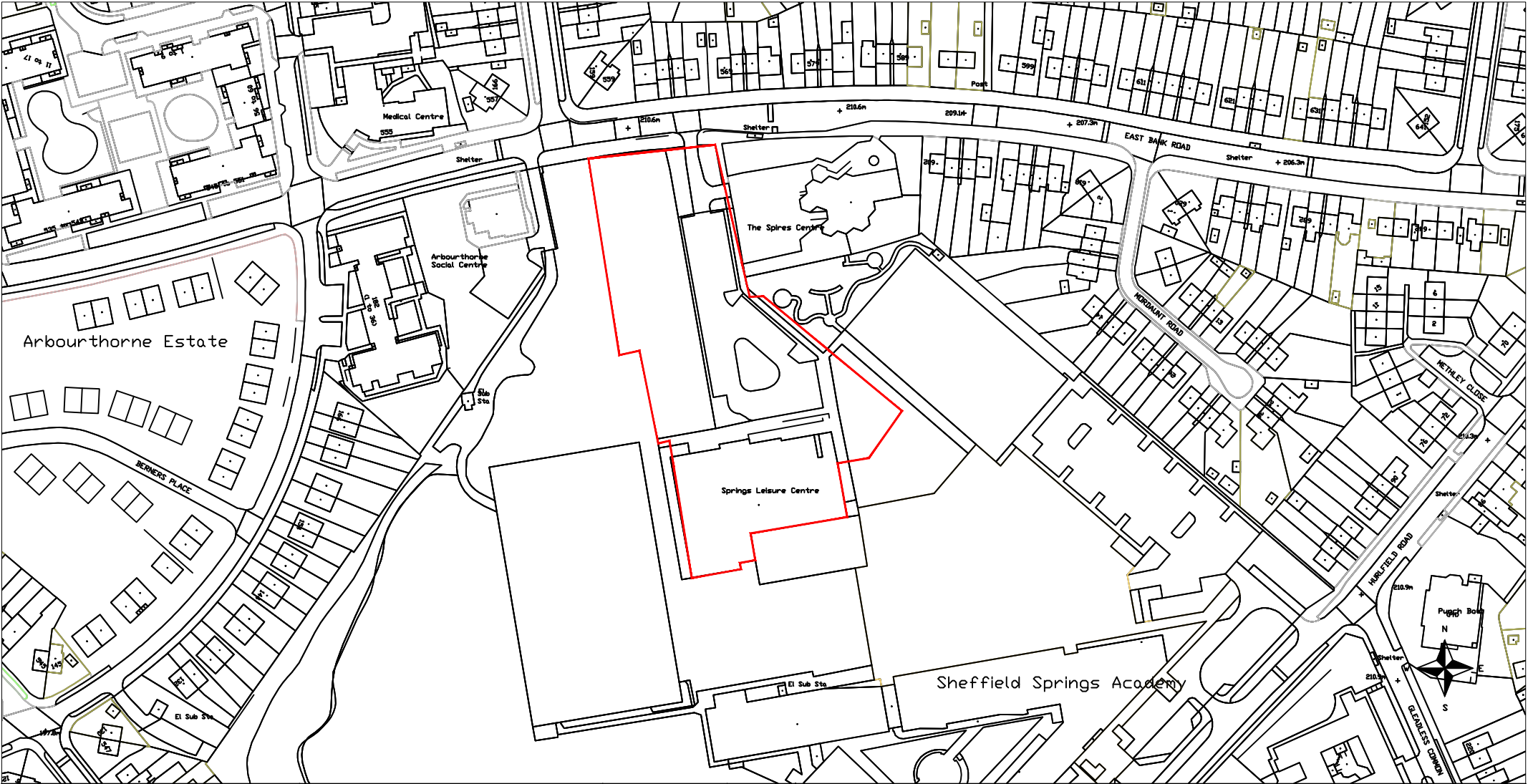
To comply with the terms of the Leisure Agreement in relation to the insurance of the Premises.

Signed by .....  
On behalf of Sheffield City Council

Print Name .....  
Signature .....  
Occupation .....  
Address .....  
.....

Signed by .....  
On behalf of the Tenant

Print Name .....



Building	Drawing Title	Scale	<div>Sheffield City Council</div>
		1:2000	
Name	Ref	Date	
		26/11/2024	
TW			
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## **TENANCY AT WILL**

TENANCY AGREEMENT MADE THE                      day of

### **1. Particulars**

- 1.1 the Landlord                      Sheffield City Council of Town Hall, Pinstone Street,  
Sheffield, S1 2HH as Freeholder & sole Trustee of High  
Hazels Park (Charity No: 1183830)
- 1.2 the Tenant                      Sports and Leisure Management Limited, (company  
number 02204085) whose registered office is at 2 Watling  
Drive, Sketchley Meadows, Hinckley, England, LE10 3EY
- 1.3 the Premises                      Tinsley Golf Course, High Hazels, Darnall, Sheffield, S9  
4PE and shown edged red on the attached plan.
- 1.4 Rent                      A peppercorn
- 1.5 Permitted Use                      The maintenance and upkeep of the Premises together with  
the Golf course and associated activities commensurate  
with this use.

### **2. Definitions and interpretation**

- 2.1 For all purposes of this agreement the terms defined in clause 1 and in this clause have the meanings specified
- 2.2 "Interior" means the internal coverings of the walls of the Premises and the floor and ceiling finishes of the Premises and the doors and doorframes and any windows and glass therein and window frames of the Premises
- 2.3 "the Tenancy" means the tenancy granted by this agreement
- 2.4 Words importing one gender shall be construed as importing any other gender
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The Tenant agrees with the Landlord:

##### **5.1 Rent**

To pay the Rent in accordance with clause 4.1

##### **5.2 Outgoings**

5.2.1 To pay and indemnify the Landlord against all (rates) taxes assessments duties charges impositions and outgoings of an annual or other periodically recurring nature (other than general rates) payable in respect of the Premises during the currency of the Tenancy

5.2.2 To be responsible for heating and lighting the Premises to its own satisfaction and pay on demand all charges for fuel consumed

##### **5.3 Repair etc.**

5.3.1 To keep the premises in good repair and condition

5.3.2 The Tenant shall not be required to surrender the Premises in any better condition than at the outset of this agreement

5.3.3 Any repairs due to damage to the Premises resulting from the actions of the Tenant, its employees, visitors or the general public will be the responsibility of the Tenant

##### **5.4 Statutory Compliance**

To comply with all statutory requirements relating to the use of the premises, including but not limited to the Regulatory Reform (Fire Safety) Order 2005, the control of Asbestos Regulations 2012 and the Health and Safety at Work Act 1974 ensuring the control of

Legionella Bacteria in water systems and maintaining up-to-date Gas and Electrical Installation Certificates where applicable.

## **5.5 Prohibitions**

Not:

- 5.5.1 to make any alteration or addition whatsoever to the Premises without the permission of the landlord such permission not to be unreasonably withheld or delayed.
- 5.5.2 to use the Premises or any part of the Premises otherwise than for the Permitted Use
- 5.5.3 to cause any nuisance or annoyance to the Landlord or to any adjoining owners or occupiers
- 5.5.4 to assign underlet charge part with the possession of or otherwise dispose of the Premises or any part of the Premises
- 5.5.5 to permit the Premises or any part of the Premises to be occupied by any person other than the Tenant and the Tenant's employees or subcontractors operating the golf shop or operating as the golf professional for the golf club.
- 5.5.6 to deposit any refuse or other items on adjoining yards or land
- 5.5.7 without the consent of the Landlord to display any signs or advertisements on the exterior of the Premises
- 5.5.8 to store or bring upon the Premises any articles or substances of a dangerous or explosive or especially flammable or combustible nature
- 5.5.9 to undertake any operations in such a way to act outside of the objects of the charity or to cause High Hazels Park to lose it's charitable status

## **5.6 Entry by Landlord**

To allow the Landlord and all persons authorised by the Landlord to enter the Premises at any reasonable time for the purpose of ascertaining whether the terms of this agreement have been complied with and to carry out inspections in connection with proposed works to the Premises

## **5.7 Indemnification**

The Tenant shall indemnify and keep indemnified the Landlord from and against all actions, claims, demands, proceeding, costs and liabilities what so ever arising directly or indirectly out of the Tenant's occupation of the Premises or any failure by the Tenant to observe and comply with the Tenant's obligations under this Agreement save and except where such arises from inadvertent breach of the Charitable Trust Provisions by the Tenant or as a result of any decision of the Charity Commission.

## **5.8 Insurance**

5.8.1 The Tenant shall be responsible for insuring the Premises in their full reinstatement value with an approved Insurance Company, the insurance to be in the joint names of the Tenant and the Landlord together with the contents of the Premises

5.8.2 The Tenant shall take out and subsequently maintain public liability insurance in a sum of no less than £5 million (any one claim basis) and shall indemnify and keep indemnified the City Council from and against all actions, claims, demands, proceedings, costs, expenses and liabilities whatsoever arising directly or indirectly out of any failure by the Tenant to observe, perform and comply with the conditions on the part of the Tenant herein contained or any such conditions

5.8.3 The Tenant shall insure in the full value thereof the plate glass in the windows of the premises with an approved Insurance Company, the insurance to be in the joint names of the Tenant and the Landlord

5.8.4 The Tenant shall not do or permit any act which causes any insurance held by the Landlord to be voided or in respect of which an increased premium becomes payable.

5.8.5 The Tenant shall pass on any notices or other correspondence addressed to the Landlord that are received at the Premises or correspondence that is relevant to the Landlord's interest in the Premises.

5.8.6 When the Tenant vacates the Premises at the termination of the tenancy created by this agreement it shall remove all furniture and other items belonging to it and clear all rubbish from the Premises.

## **5.9 Car Park**

The Tenant shall permit the car park edged blue on the attached plan to be used by visitors to High Hazel Park.

Signed by .....  
On behalf of Sheffield City Council

Print Name .....

Signature .....

Occupation .....

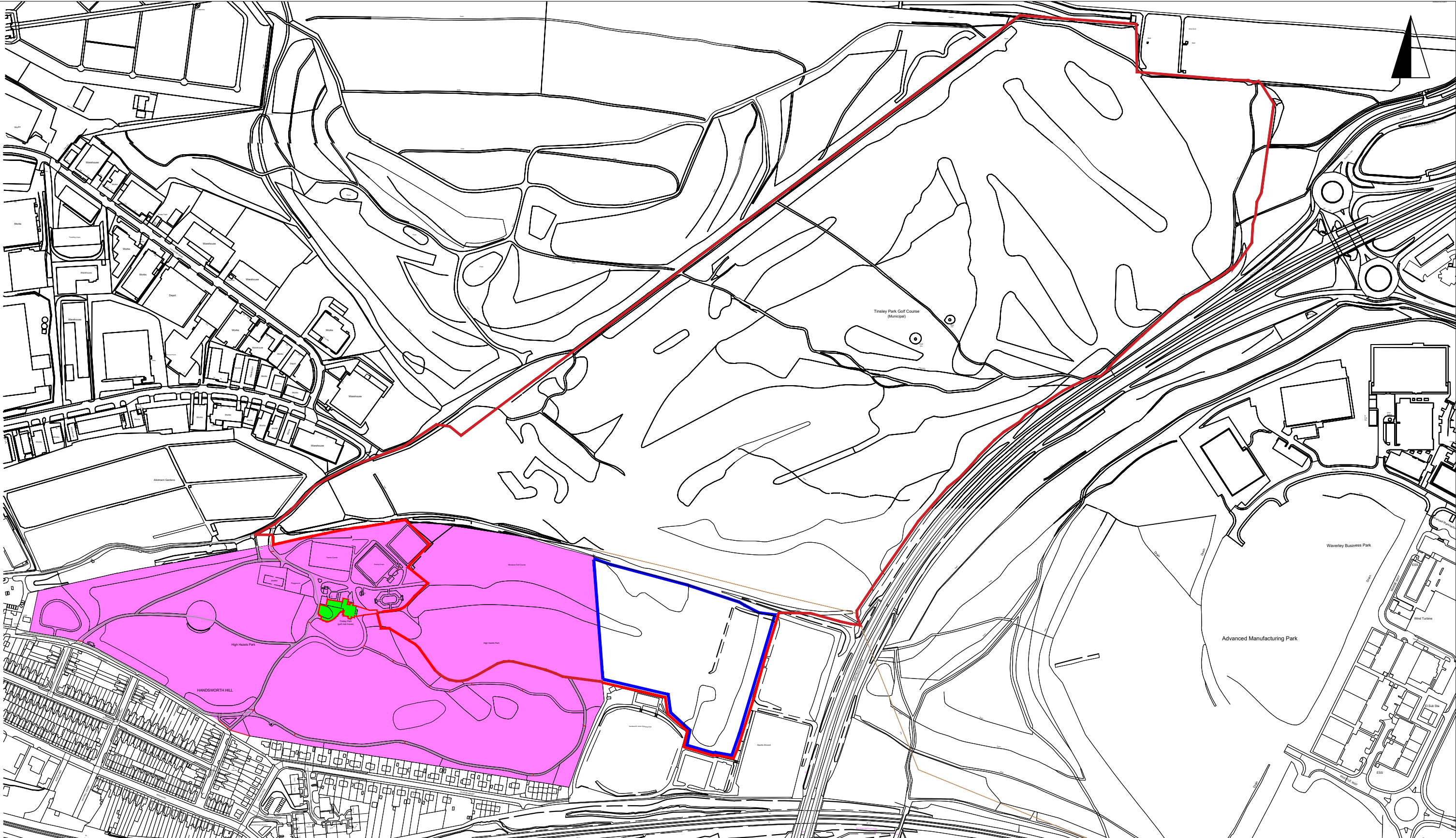
Address .....

.....

Signed by .....

On behalf of the Tenant

Print Name .....



Notes:  
Red line indicated the demise of the golf course  
Blue line shows a the section of the course under a different title number  
Green highlight indicates the clubhouse within the golf course boundary  
Hatched pink is the golf course within High Hazels Park

Appendix 1

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Building	Drawing Title Tinsley Golf Course Sheffield S9 4PE	Scale 1:5000
Location	Drawing No/File No	Date 26/11/2024
Project Ref.	Drawn TW	Rev.
		A3

