

HEALTH WARNING

The Tenancy {to be} created by this Lease is not protected by the provisions of Sections 24 to 28 of the Landlord & Lessee Act 1954 and the Lessee fully understands the implications of this provision.

All words in italicised text and inapplicable alternative wording in a clause may be omitted or deleted.

- *Clause LR13 may be omitted or deleted.*
- *Clause LR14 may be omitted or deleted where the Lessee is one person.*
- *Otherwise, do not omit or delete any words in bold text unless italicised.*
- *Side-headings may appear as headings if this is preferred.*
- *Vertical or horizontal lines, or both, may be omitted.*

LR1. Date of lease

LR2. Title number(s)

LR2.1 Landlord's title number(s)

Title number(s) out of which this lease is granted. Leave blank if not registered

[]

LR2.2 Other title numbers

Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made.

LR3. Parties to this lease

Give full names and addresses of each of the parties. For UK incorporated companies and limited liability partnerships, also give the registered number including any prefix. For overseas companies, also give the territory of incorporation and, if appropriate, the registered number in England and Wales including any prefix.

Landlord

**LEICESTER CITY LANDLORD of City Hall,
115 Charles Street, Leicester LE1 1FZ**

Lessee

[] (Company/Registered Charity Number []) whose Registered Office is situate at []

Other parties

Specify capacity of each party, for example "management company", "guarantor", etc.

LR4. Premises

Insert a full description of the land being leased or Refer to the clause, schedule or paragraph of a schedule in this lease in which the land being leased is more fully described.

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.

[] Leicester as more particularly defined in Clause 2.5

Where there is a letting of part of a registered title, a plan must be attached to this lease and any floor

levels must be specified.

LR5. Prescribed statements etc.

If this lease includes a statement falling within LR5.1, insert under that sub-clause the relevant statement or refer to the clause, schedule or paragraph of a schedule in this lease which contains the statement.

In LR5.2, omit or delete those Acts which do not apply to this lease.

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.

LR5.2 This lease is made under, or by reference to, provisions of: Local Government Act 1972 (as amended)

LR6. Term for which the Premises is leased

Include only the appropriate statement (duly completed) from the three options.

The term as specified in this lease at clause 1.5

NOTE: The information you provide, or refer to, here will be used as part of the particulars to identify the lease under rule 6 of the Land Registration Rules 2003.

LR7. Premium

Specify the total premium, inclusive of any VAT where payable

LR8. Prohibitions or restrictions on disposing of this lease

Include whichever of the two statements is appropriate

Do not set out here the wording of the provision.

This lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

Insert the relevant provisions in the sub-clauses or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.

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

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

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

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

Insert the relevant provisions or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.

LR11. Easements

Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements.

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

The First Schedule

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

The Second Schedule

LR12. Estate rentcharge burdening the Premises

Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the rentcharge.

LR13. Application for Standard form of restriction

Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction use this

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

No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a

clause to apply for each of them, tell us who is applying against which title and set out the full text of the restriction you are applying for.

written consent signed by the Landlord confirming that the provision of the Lease dated [] between Leicester City Landlord and [] have been complied with

Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.

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

If the Lessee is one person, omit or delete all the alternative statements.

If the Lessee is more than one person, complete this clause by omitting or deleting all inapplicable alternative statements.

The Lessee is more than one person. They are to hold the Premises on trust for themselves as joint Lessees.

OR

The Lessee is more than one person. They are to hold the Premises on trust for themselves as Lessees in common in equal shares.

OR

The Lessee is more than one person. They are to hold the Premises on trust *Complete as necessary*

THIS LEASE made the day of Two thousand and
BETWEEN LEICESTER CITY LANDLORD of City Hall 115 Charles Street
Leicester LE1 1FZ (hereinafter called "the Landlord" which expression shall where the
context so admits shall include the person for the time being entitled to the reversion
immediately expectant thereon) of the one part and [] (Registered Charity
Number []) of/whose Registered Office is situate at [] (hereinafter
called "the Lessee") [which expression shall wherever consistent with the context include its
successors in title] of the other part

WITNESSETH as follows:-

1.1 IN consideration of the expense incurred by the Lessee in the erection and completion of the buildings hereinafter mentioned and of the rents and covenants on the part of the Lessee reserved and contained in the Third Schedule hereof the Landlord hereby DEMISE unto the Lessee **ALL THAT** land and Premises situate in the City of Leicester known as [] and containing [] square metres or thereabouts as the same is more particularly delineated on the plan annexed hereto and thereon coloured pink (hereinafter called "the Premises") **TO HOLD** the same unto the Lessee from the day of Two thousand and [] for the term of [twenty-five] years [(but subject to the provisions for early termination as more particularly contained in Clause 3.14 hereof) TOGETHER WITH the rights more particularly referred to in the First Schedule hereto but EXCEPTING AND RESERVING to the Landlord and its successors in title and lessees and occupiers of any adjoining or neighbouring land and Premises of the Landlord the rights more particularly set out in the Second Schedule and SUBJECT To the observance and performance of the covenants and obligations on the part of the Lessee as contained in the Third Schedule YIELDING AND PAYING the rent of a peppercorn (if demanded)

1.2 The parties agree that the rent for the Premises shall be revised to an open market rate (or any revised rent ascertained in accordance with the provisions for review as contained in the Fifth Schedule hereto) on not less than [] days' written notice from the

Landlord to the Lessee in the event that in the reasonable opinion of the Landlord the Lessee ceases to comply with or to deliver the obligations and guarantees on the part of the Lessee as set out in the business plan provided by the Lessee and accepted by the Landlord, a copy of which is annexed at the [] Schedule hereto

1.3 'Rent': the initial rent and in the event of the payment of a market rent in accordance with Clause 1.2 a rent ascertained in accordance with the rent review provisions in the Fifth Schedule

1.4 In the event of the payment of a market Rent by the Lessee in accordance with Clause 1.2 the Lessee shall pay the Rent in equal quarterly amounts on the 25th day of March the 24th day of June the 29th day of September and the 25th day of December in each year of the term

1.5 The Landlord hereby covenants with the Lessee to observe and perform the covenants more particularly referred to in the Fourth Schedule hereto

2.1 The Lessee confirms that before the date of this Lease:

(a) the Landlord served on the Lessee a notice dated [] in relation to the tenancy created by this Lease ("the Notice") in a form complying with the requirements of Schedule 1 to the Regulatory Reform (Business Tenancies)(England and Wales) Order 2003 ("the Order")

(b) the Lessee or a person duly authorised by the Lessee in relation to the Notice made a declaration ("the Declaration") dated [] 2015 in a form complying with the requirements of Schedule 2 of the Order

2.2 The Lessee further confirms that where the Declaration was made by a person other than the Lessee the declarant was duly authorised by the Lessee to make the Declaration on the Lessee's behalf

2.3 The Landlord and Lessee agree to exclude the provisions of sections 24 to 28 (inclusive) of the Landlord and Lessee Act 1954 in relation to the tenancy created by this Lease

3.1 If and whenever during the Term:

	3.1.1	there is a breach by the Lessee of any covenant or other term of this Lease or any document expressed to be supplemental to this Lease or
	3.1.2	an individual Lessee becomes bankrupt or
	3.1.3	a company Lessee:
	3.1.3.1	enters into liquidation whether compulsory or voluntary (but not if the liquidation is for amalgamation or reconstruction of a solvent company)
		or
	3.1.3.2	has a receiver appointed or
	3.1.4	the Lessee enters into an arrangement for the benefit of its creditors or
	3.1.5	the Lessee has any distress or execution levied on its goods
3.2		the Landlord may re-enter the Premises (or any part of it in the name of the whole) at any time (and even if any previous right of re-entry has been waived) and then the Term will absolutely cease but without prejudice to any rights or remedies which may have accrued to the Landlord against the Lessee in respect of any breach of covenant or other term of this Lease (including the breach in respect of which the re-entry is made)
Exclusion of use warranty	3.3	Nothing in this Lease or in any consent granted by the Landlord under this Lease shall imply or warrant that the Premises may lawfully be used under the Planning Acts for the purpose authorised in this Lease (or any purpose subsequently authorised)
Licences etc. under hand	3.4	All Licences consents and approvals required to be given by the Landlord shall if required by the Landlord be given in a formal Deed the cost of which shall be paid by the Lessee
Suspension of rents and notices of	3.5	If the Premises or any part of it is so damaged or destroyed by any of the Insured Risks as to become completely or partly unfit for occupation and

election

use and the sum insured is not wholly or partly irrecoverable because of any act or omission of the Lessee the rents or a fair proportion of them according to the nature and extent of the damage sustained shall be suspended until the Premises shall be made fit for occupation and use as certified by the Landlord or until the date of expiry of a notice of election given by either the Landlord or the Lessee under the following conditions:-

3.6.1 If the Premises is so destroyed or damaged by any of the Insured Risks as to become wholly unfit for occupation or use and cannot be reinstated without substantial rebuilding the Landlord may elect to treat this Lease as at an end and re-enter the Premises on giving to the Lessee not less than one month's written notice

3.6.2 It is a further condition that if the Premises is not reinstated within six months after such destruction or damage the Lessee may elect to treat this Lease as at an end and quit the Premises on giving to the Landlord not less than one month's written notice

3.6.3 Any election by either party shall be subject to the Landlord's rights to recover any rents and other sums payable up to the expiry date of the notice of election and to the rights of either party in respect of any then subsisting breach of covenant

Consents 3.7 THAT all consents required by the Lessee from the Landlord under this Lease shall mean consent by the Landlord as Landlord of the Premises in addition to all other necessary consents which may be required from the Landlord as the local authority of the area within which the Premises is situate

Notices 3.8 A notice under this Lease must be in writing and unless the receiving party acknowledges receipt is valid if (and only if) it complies with the following

conditions

- 3.8.1. the notice must be given by hand or sent by registered post or recorded delivery
- 3.8.2 the notice must be served:
where the receiving party is a company - at its registered office or at the Premises
where the receiving party is the Lessee (not being a company) - at the Premises
where the receiving party is the Landlord and that party is not a company - at that address of the Lessee's Director of Estates & Building Services for the time being at City Hall 115 Charles Street Leicester LE1 1FZ
- 3.8.3 A notice sent by registered post or recorded delivery is to be treated as served on the third day after posting (excluding Sundays Bank Holidays and any Tuesday following a Bank Holiday which falls on a Monday) whenever and whether or not it was received
- 3.8.4 If the receiving party is more than one person a notice to one is notice to all

Disclaimer 3.9 The Landlord will not be liable to the Lessee or any other person for any loss damage or inconvenience caused by the failure stoppage leakage bursting or defect of any hot or cold water system heating system fire prevention apparatus or other apparatus or of gas or electricity supplies used in common with the Lessees or occupiers of the Landlord's adjoining premises or the breakdown or defect of any system or machinery in the Premises or the failure to cleanse repair

- or light any part of the Landlord's adjoining premises or in respect of any accident loss or damage occurring or resulting to the Lessee or to the Lessees workpeople agents or others on the Landlord's adjoining premises however caused
- 3.10 Notwithstanding the amount of the rateable value any legal action in respect of the Premises or this Lease shall be issued in the County Court for the district in which the Premises is situate
- 3.11 NOTHING in this Lease shall be deemed to operate to impose any restrictions on the manner in which the Landlord deals with any of its adjoining or neighbouring land or the properties erected or to be erected on it
- 3.12 If any dispute or question shall arise between the Landlord and the Lessee concerning any clause in this Lease or the rights duties or liabilities of either party the matter in dispute shall be determined by a single arbitrator appointed by agreement between the parties or in default of agreement within 28 days of one party giving notice to the other of its nomination or nominations appointed by the President for the time being of the Royal Institution of Chartered Surveyors or any person authorised by the President to make appointments on his behalf on the application of either the Landlord or the Lessee in accordance with the Arbitration Acts for the time being in force
- 3.13 At the expiration or sooner termination of this Lease and subject to the Lessee having complied with the Lessee's covenants the Lessee may at its own expense remove (but shall remove if so required by the Landlord) any fixtures or fittings (not being Landlords fixtures and fittings) installed by it in the Premises and shall make good at its own expense and to the satisfaction of the Landlord any damage caused to the Premises by such removal
- 3.14.1 The Landlord shall be entitled to determine this Lease by serving not less than 6 months' notice in writing on the Lessee in the following circumstances:-

- 3.14.1.1 In the event that the Lessee ceases to operate in accordance with its constitution or governing document or is wound up or enters into liquidation or administration or is dissolved;
- 3.14.1.2. In the event of a breach by the Lessee of Clause 4 of this Lessee;
- 3.14.2 At the expiry of the notice served by the Landlord to the Lessee under Clause 3.14.1. hereof this Lease shall absolutely cease and determine subject to any prior action by the Landlord to the Lessee arising immediately prior to the service of such notice
- 3.15 The Lessee shall be entitled to terminate this Lease at any time by serving not less than 12 months' notice on the Landlord and at the expiry of such notice the term demised by this Lease shall terminate absolutely subject to any proper claim or action by the Landlord against the Lessee arising prior to the termination of this Lease
- 3.16 IT is hereby certified that there is no prior Agreement for Lease or Tack to which this Lease gives effect
4. PROVIDED ALWAYS AND IT IS HEREBY MUTUALLY AGREED as follows:-
- (a) If the rent hereby reserved or any part thereof shall be in arrear for twenty one days (whether formally demanded or not) or if there shall be a breach of any stipulation or provisions herein contained the Landlord may re-enter upon the Premises and thereupon the term hereby created shall forthwith determine but without prejudice to the Landlord's rights and remedies in respect of any breach
- (b) At the expiration or sooner determination of the term hereby granted or within one month thereof if the rent hereby reserved shall be duly paid up to such determination and there shall not be any unsatisfied breach of any covenant stipulation or provision thereinbefore contained the Lessee shall remove all buildings structures or fixtures placed by them on the Premises subject to the Lessee making good the sites of such

buildings structures or fixtures which have been so removed and to remove all rubbish to the satisfaction of the said Landlord

IN WITNESS whereof the Landlord the Lessee have caused their respective Common Seals to be hereunto affixed the day and year first before written

THE FIRST SCHEDULE

Rights granted to the Lessee

1. The right to the transmission of water soil gas electricity and other services conducted to or from the all pipes sewers drains mains ducts conduits gutters water courses wires cables channels flues and all other conducting media including any fixings louvres cowls and any other ancillary apparatus which are in on or under the Premises (hereinafter called "the Service Installations")

[Include any other rights to be granted as required]

THE SECOND SCHEDULE

Exceptions and Reservations

1. The right to the transmission of water sewage gas electricity and other services conducted to or from the Estate through the Service Installations which are now or may be at any time in or under the Premises
2. The right at reasonable times and after giving reasonable notice (except in an emergency) to enter the Premises
 - 2.1 to inspect maintain repair alter or replace the Service Installations now or in the future at the Premises
 - 2.2 to inspect the condition of the Premises and to exercise any of the Landlord's rights

- 2.3 to inspect clean decorate repair re-build maintain and alter any part of the Landlord's adjoining or neighbouring land and Premises the Landlord or other persons exercising such rights making good to the reasonable satisfaction of the Lessee all damage done to the Premises
3. All existing rights to light and air
 4. The right at any time to build on or carry out any works or use the Landlord's adjoining or neighbouring land and Premises in such manner as the Landlord may think fit even if it affects the access of light and air to the Premises and without compensation to the Lessee

THE THIRD SCHEDULE

Lessee's covenants

THE LESSEE hereby covenants with the Landlord as follows:-

1. To pay the Rent (if demanded)
2. To pay and discharge all rates (including water rates) taxes assessments impositions duties charges and outgoings of a recurring or periodical nature whatsoever whether parliamentary local or otherwise and all electricity and gas charges which are now or may hereafter become imposed or charged upon the Premises or the buildings to be erected thereon or payable by the owner or occupier in respect thereof or any part thereof
3. Throughout the term of this Lease to keep the interior and exterior of the Premises in good tenantable repair and condition to the satisfaction of the Landlord
- 4.1 Not without the prior consent of the Landlord to use the Premises or any part thereof for any purpose except in connection with for the purpose of [To be completed depending on use agreed] and for activities reasonably connected therewith

- 4.2 (a) To ensure that the Premises are open and available at all times for use or hire by local residents and community groups for community purposes and to the satisfaction of the Landlord
- (b) The Lessee to provide availability of the building for use by other community organisations for a minimum period of [to be specified in terms] of the time within normal opening hours deemed to be [9am] and [9pm] daily for the purposes of this Clause
- 4.3 not at any time during the said term permit the sale or consumption of any intoxicating liquors on the Premises
- 4.4. At all times to ensure the management and operation of the Premises in accordance with accepted good practice standards for community buildings
- 4.5.1 For the first 12 months of the term of this Lease to ensure that the charge for the hire of the Premises does not increase above the hire charge applying immediately prior to the grant of this Lease
- 4.5.2 Following the expiry of the period referred to in Clause 4.5.1. the Lessee shall be entitled to introduce a fair and reasonable increase in the said hire charges as may be agreed between the Landlord and the Lessee (acting reasonably) such increase to be comparable to hire charges levied for similar premises to the Premises
- 4 Not without the written consent of the Landlord to make any alteration or addition to the Premises or any part thereof and to not to apply for planning permission for development or change of use without the prior written consent of the Landlord
- 5 Not to assign underlet or part with the possession of the Premises or any part or parts thereof
- 6 To keep the Premises thereon in a clean and tidy condition and in every third year of the term hereby demised and in the last year of the term hereby demised to paint and decorate the Premises with good quality paint and materials to the satisfaction of the Landlord
- 8.1 To permit the Landlord on giving at least 7 days' notice (except in case of

emergency) to enter the Premises to inspect its state of repair

- 8.2 If the Landlord gives to the Lessee written notice of any disrepair the Lessee shall make good the disrepair within two months of the date of the notice (or immediately in case of emergency) and in default the Lessee will permit the Landlord to enter the Premises to do the repair work specified in the notice and the Lessee will pay to the Landlord the cost of the work on demand including all professional fees and Value Added Tax which amount shall be a debt due from the Lessee and be recoverable by action
- 9 Not without the prior written consent of the Landlord to make any alterations or additions to the Premises nor to remove any walls floors or structural parts of the Premises or to cut or maim any of its walls or timbers nor to allow any holes to be made in the ceilings walls or floors (except for lighting points)
- 10 Not to affix anything to any ceiling (except for lighting points) floor external or party wall or the main structure other than as permitted by the Landlord
- 11 If requested by the Landlord to do so at the expiry of the term to remove any addition or alteration made to the Premises and to reinstate and make good any damage caused by the removal and by the removal of any Lessee's fixtures and fittings to the satisfaction of the Landlord
- 12 Not to place store or leave any article whatsoever outside the boundaries of the Premises and to keep in a clean and tidy condition the exterior of the Premises
- 13 Not to allow upon the Premises any dangerous inflammable explosive noxious or offensive substances or emit smoke in contravention of the Clean Air Act 1956 or the emission of any fumes gas or vapour of any kind which causes or is likely to cause a nuisance or annoyance to the Landlord its Lessees or the occupiers of nearby

premises

- 14 Not to use the whole or any part of the Premises for any sale by auction or any dangerous noisy or offensive purpose or for any illegal or immoral purposes
- 15 Not without the prior written approval of the said Director of Estates & Building Services of the Landlord the Fire Officer and the Landlord's insurers to allow on any part of the Premises any dangerous inflammable or explosive substances other than in compliance with any relevant regulations and licences
- 16 To provide and regularly maintain suitable fire-fighting equipment to the satisfaction of the Fire Officer
- 17 At the expiration of the Term:-
 - (2) to yield up the Premises in repair and in accordance with the terms of this Lease
 - (3) to give up the keys of the Premises to the Landlord and
 - (4) to remove all signs erected by the Lessee in upon or near the Premises (and the Lessee's fixtures and fittings if requested) and immediately to make good any damage caused by removal
- 18 To prevent any new window light opening doorway path passage pipe or other encroachment or easement being made against or upon the Premises and to notify the Landlord immediately (in writing) of any attempted encroachment or easement and at its own cost to take such steps as the Landlord may reasonably specify to prevent an encroachment or easement being acquired or made
- 19 Not to stop up darken or obstruct any window or other aperture in the Premises
- 20 To pay the Landlord's expenses (including Solicitors costs and disbursements and Surveyors fees) in connection with:-
 - (1) the preparation and grant of this Lease and any renewal of it
 - (2) the service of a Schedule of Dilapidations or of a notice under Section

146 of the Law of Premises Act 1925 (even if forfeiture is avoided otherwise than by relief granted by the Court)

- (3) any other breach of the Lessees covenants
 - (4) any application by the Lessee for a licence or consent under this Lease (whether or not it is actually granted)
21. Not to use the Premises or any part or parts thereof for the purpose of an advertising station and not to affix or permit or suffer to be affixed or exhibited to or upon the Premises any placard notice or other advertisement (the Lessee having obtained all necessary consents prior to erecting such placard notice or other advertisement) except such as are reasonably required to indicate
- (i) that the premises are those of the Lessee and
 - (ii) on a properly constructed notice board the meetings activities appeals and forthcoming events of the Lessee and other users of the Premises
- and to obtain the Landlord's prior written consent to the size and type of such notice

- 21.1 To permit the Landlord and their agents and servants at all reasonable times to enter upon the Premises to inspect the condition thereof and for all other reasonable purposes
- 21.2 To ensure that the Premises (or such part thereof as may be specified) is available for use for elections and referendums as required by the local Returning Officer for the electoral district in which the Premises are situate
- 21.3 not to use or suffer to be done on any part of the Premises any act or thing which shall be or may become a nuisance or annoyance or inconvenience to the Landlord or to the owner or occupier of any adjacent or neighbouring premises or land
- 21.4 to ensure that a the Lessee adopts a "good neighbour approach to adjoining owners and occupiers

- 21.5 not to cause any obstruction to the public highway
22. To keep the Premises insured against damage by fire and to apply all moneys received therefrom to make good such damage to such buildings and to produce suitable evidence of insurance cover being in place to the Landlord immediately upon written request
23. To comply in all respects and at the Lessee's own expense with the provisions of any Acts of Parliament and any other obligations imposed by law and for the time being in force and all bye-laws and all regulations directions or others issued or in force under or by virtue of such Acts or any statutory modification or re-enactment or replacement of them and at all times to keep the Landlord fully indemnified against all claims demands and liabilities in respect of them and to obtain all necessary consents and licences under any appropriate Act
24. To give to the Landlord within 14 days of receiving it a copy of any notice direction order or proposal for the Premises received by the Lessee from any local or public authority and without delay to do everything necessary to comply with the notice direction or order and at the request of the Landlord but at the cost of the Lessee to make or join with the Landlord in making any objection or representation that the Landlord considers necessary
25. At all times during the Term at the Lessee's own expense (but subject to the provisions relating to the Landlord's consent being required as contained in this Lease) to obtain all necessary planning consents and building regulations approvals to comply in all respects with the requirements of the Town and Country Planning Act 1990 whether as to the Permitted Use of the Premises under this Lease or otherwise and to indemnify the Landlord against any liability whatsoever arising from a breach of this covenant including costs and expenses whether the liability arises before or after the expiration of other determination of the Term
26. To indemnify the Landlord against all actions claims and demands which may be brought or made against the Landlord either at common law or otherwise by reason of any accident or injury to any person or damage to or loss of Premises in or upon the Premises however caused or arising from the default of the Lessee in complying

with the provisions of this clause 29 and Clause 30 of this Lease or the Lessee's repairing covenants and from and against all damages costs and expenses which the Landlord may incur or be required to pay or bear by reason or in consequence of the Lessee's default

27. To insure in the joint names of the Landlord and Lessee against liability to the Landlord under sub-clause 30 of this Lease in a reputable insurance office and in an amount which at the absolute discretion of the Landlord is considered to be sufficient to cover such liability and to pay the necessary insurance premium within seven days of it becoming due and to produce to the appropriate Officer of the Landlord on demand a copy of the insurance policy and the receipt for the current premium
28. [To pay the Landlord's costs of preparing and engrossing the Lease and Counterpart and the whole of the stamp duty land tax thereon]
29. In the interest of good employment practices if the Lessee at any time during the term demised by this Lease or any continuance or renewal of it employs five or more persons including outworkers :-
 - 29.1 to recognise and encourage the freedom and right of any employee of the Lessee to be a member of a trade union;
 - 29.2 to recognise and to negotiate with any trade union for the purpose of negotiating on behalf of workers or any class of worker who is or are members of such trade union as may be employed by the Lessee;
 - 29.3 to observe such provisions obligations and duties as are imposed upon the Lessee by the Equities Act 2010 (as amended);
 - 29.4 to ensure that if any person is employed by the Lessee as an outworker, he or she is employed under no worse conditions of service than those applicable to other employees of the Lessee undertaking comparable work;
 - 29.5 for the purposes only of enabling the Landlord to satisfy itself that the obligations contained in the foregoing sub-clauses of this clause are being complied with and

upon fourteen days' notice to do so, to provide the Landlord or its duly authorised officer or agent with such information in such form as may reasonably be necessary for such purposes Provided Always that nothing in this Clause shall enable the Landlord its officers or agents to require any information relating to the financial status or affairs of the Lessee or other confidential information which does not relate to the employment of persons by the Lessee and their conditions of service

- 29.6 To observe and comply with the provisions of the Equalities Act 2010 (as amended) so far as they apply to the Lessee and in connection with the use of the demised premises to have regard to the duties imposed upon the Landlord as the local authority of the said Act and in particular not to use or permit the use of the Premises for any purposes which could reasonably be regarded as adverse to the objectives expressed in said Act in respect of:-
- 25.2.1 The elimination of unlawful racial discrimination
- 25.2.2 The promotion of equality of opportunity and good relations between persons of different racial groups.

30.

THE FOURTH SCHEDULE

Landlord's Covenants

4. The Landlord hereby covenant with the Lessee that the Lessee paying the said rents and observing and performing the provisions and stipulations hereinbefore contained shall peaceably hold and enjoy the Premises during the said term without any interruption by the Landlord or any persons rightfully claiming through under or in trust for them

FIFTH SCHEDULE

(The Rent Review Provisions)

In this Clause the following definitions shall apply:-

1. "Review Date" means the fifth anniversary of the date of commencement of the

payment of a market rent for the Premises in accordance with Clause 1.2. of this Lease;

2. "Review Period" means The period from any review date up to the next review date (or from the last review date to the end of the term);
3. "Initial Rent" means the rent payable by the Lessee following the service of a notice by the Landlord pursuant to Clause 1.2 of this Lease;

1. The yearly rent shall be:

- 1.1 until the first Review Date the amount of the Initial Rent; and
- 1.2 during each successive Review Period the greater of:

- 1.2.1 the rent previously payable
- 1.2.2 a revised rent ascertained under the provisions of this Schedule

2. Such revised rent for any Review Period is to be either:

- 2.1 agreed at any time between the parties; or

(in default of agreement)

- 2.2 determined on or after the appropriate Review Date by an independent valuer

3. Such independent valuer shall:

- 3.1 act as an arbitrator

- 3.2 be nominated either:

- 3.2.1 by the parties jointly; or (in default of agreement)

3.2.2 by the President for the time being of the Royal Institution of Chartered Surveyors (or a person acting on his behalf) on the application of either party such application to be made not more than six months before the appropriate Review Date

- 3.2.3 decide the annual rent at which the Premises might reasonably be expected to be let on the open market for a period equal to the Term or Residue of the Lease by a willing Landlord to a willing Tenant on the basis of the assumptions set out in Clause 4 of this Schedule but disregarding the effect on rental values of the matters specified in Clause 5 of this Schedule

4. ASSUMPTIONS:

- 4.1 that the Premises:
- 4.1.1 is available to be let with vacant possession
- 4.1.2 is to be let as a whole
- 4.1.3 is to be let subject to the terms of this Lease (except the amount of rent and the Term of this Lease but including the provisions for its review)
- 4.1.4 is fit and available for immediate occupation
- 4.1.5 may be used for any of the purposes permitted by this Lease (as varied by any Licence) and for which planning permission is available
- 4.2 that the Tenant's covenants in this Lease have been fully performed and observed
- 4.3 that no work has been carried out at the Premises which has diminished its rental value
- 4.4 that no reduction is to be allowed to take account of any rental concession which has been or might be granted to an incoming Tenant (whether or not such concession was in fact made on the grant of this Lease)

5. DISREGARDS:

- 5.1 The occupation of the Premises by the Tenant or those deriving title under him
- 5.2 Any goodwill attached to the Premises by reason of the Tenant (or those deriving title under him) carrying on business there
- 5.3 The existence of any improvement carried out with consent (otherwise than in pursuance of an obligation to the Landlord or its predecessors in title) by the Tenant (or those deriving title under him) during the Term

6. It is agreed as follows:-

- 6.1 the arbitration will be conducted in accordance with the Arbitration Acts for the time being in force
- 6.2 if the independent valuer nominated under Clause 3 of this Schedule dies or refuses to act then (on the application of either the Landlord or the

Tenant) the independent valuer may be discharged and another appointed to act in his place by the President (or the person acting on behalf of the President) for the time being of the Royal Institution of Chartered Surveyors

6.3 until the revised rent is ascertained the Tenant must continue to pay rent at the rate previously payable

6.4 once the revised rent has been ascertained the Tenant must pay to the Landlord the amount by which the rent paid during the relevant Review Period falls short of the amount which would have been payable had the revised rent been ascertained on the relevant Review Date

6.5 the independent valuer may direct that interest be paid on the shortfall referred to in sub-clause 6.4 above at such rate and for such period as he thinks fit and in reaching his decision on this point the independent valuer must take into account the parties' conduct of the review and the result of his substantive determination

6.6 for the purposes of this Schedule the revised rent shall be deemed to be ascertained when it has been agreed between the parties or on the date of the award of the independent valuer (as appropriate)

6.7 if either party fails to pay any costs awarded against it by the independent valuer within 21 days of such award then the other party may pay the same and recover the amount so paid from the party originally charged with its payment as an addition to or deduction from the rent payable

THE SIXTH SCHEDULE

(the Lessee's business plan)

EXECUTED AS A DEED by)
LEICESTER CITY LANDLORD by)
affixing its Common Seal the day)
and year first before written:-)

Authorised Signatory

EXECUTED AS A DEED by)
[] in the)
Presence of:-)

Member of the Board of Management

Secretary

REF: Legal/JMc/[]

DATED **2016**

LEICESTER CITY LANDLORD

- to -

[]

L E A S E

- of -

[]
in the City of Leicester

**Kamal Adatia
City Barrister and
Head of Standards
Legal Services
16 New Walk
Leicester LE1 6UB**

