

Appendix 7

Dated **2023**

(1) The Sheffield City Council

(2) []

Lease

relating to

[]

Contents

1	Definitions	4
2	Interpretation	5
3	Demise and rent	6
4	Tenant's covenants.....	7
5	Landlord's covenant	12
6	Provisos agreements and declarations	12
Schedule 1	Exceptions and reservations	15
Schedule 2	Rights granted to the Tenant.....	17

LR1. Date of lease	2022
LR2. Title Number(s)	<p>LR2.1 Landlord's title number(s)</p> <p>[]</p> <p>LR2.2 Other title number(s)</p> <p>None</p>
LR3. Parties to this lease	<p>Landlord</p> <p>THE SHEFFIELD CITY COUNCIL of Town Hall, Pinstone Street, Sheffield, S1 2HH</p> <p>Tenant</p> <p>[]</p>
LR4. Property	<p>In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.</p> <p>Refer to the definition of Premises in clause 1 of this Lease.</p>
LR5. Prescribed statements etc.	<p>LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.</p> <p>None</p> <p>LR5.2 This lease is made under, or by reference to, provisions of:</p> <p>None</p>
LR6. Term for which the Property is leased	The term as specified in this lease at clause 1 (the Term)
LR7. Premium	None
LR8. Prohibitions or restrictions on disposing of this lease	This lease contains a provision that prohibits or restricts dispositions.
LR9. Rights of acquisition etc.	<p>LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land</p> <p>None</p>

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

Date

Parties:

- (1) THE SHEFFIELD CITY COUNCIL of Town Hall, Pinstone Street, Sheffield, S1 2HH (the Landlord);
- (2) [] (the Tenant).

It is agreed as follows:

1 Definitions

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

- | | |
|-------------------------|--|
| 1954 Act | the Landlord and Tenant Act 1954; |
| Authorised Use | means the use as a tennis facility and purposes reasonably ancillary to that use during the Operating Hours; DN: This may need to be revised for the MAGA at Hillsborough |
| Contract | means the [] (and any agreement made supplemental to or in variation thereof from time to time) entered on [] between (1) the Landlord and (2) the Tenant; |
| Conducting Media | means all media for the supply or removal of electricity, gas, water, sewage, energy, telecommunications, data and all other services and utilities, and all structures, machinery and equipment ancillary to those media; |
| Operating Hours | means the number of hours per week as defined in the Contract or such other days as the Landlord in its absolute discretion may determine on seven days' notice to the Tenant; |
| Plan | means the plan annexed; |
| Planning Acts | means The Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990 and the Planning (Consequential Provisions) Act 1990; |
| Property | means the tennis courts at [] shown coloured pink on the Plan together with all boundary structures that belong to the Property and all Conducting Media that serve the Property exclusively at the same from time to time as the same forms part of the land registered at the Land Registry under title number []; |

Reserved Rights	means the rights and matters set out in Schedule 1;
Retained Land	means the adjoining or neighbouring land of the Landlord being the land registered at the Land Registry under title number [] but excluding the Property;
Rights	means the rights set out in Schedule 2;
Services	means foul and surface water, drainage, gas, electricity, telephone, telecommunications and other services;
Term	means the term of [twenty-five] years from and including [] unless it is terminated in accordance with the provisions in the Contract;
Third Party Rights	all rights, covenants and restrictions affecting the Property including the matters referred to at the date of this lease in the property register and entries of the charges register of title number [];
VAT	has the meaning given to that term in the Contract;
Yearly Rent	means One pound (£1) per annum (if demanded), (exclusive).

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 A reference to this lease, except a reference to the date of this lease or to the grant of this lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.
- 2.3 The expressions landlord covenant and tenant covenant each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
- 2.4 Unless the context otherwise requires, a reference to the Property is to the whole and any part of it.
- 2.5 A reference to the term is to the Term.
- 2.6 A reference to the end of the term is to the end of the term however it ends.
- 2.7 Unless otherwise specified, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under them and all orders, notices, codes of practice and guidance made under them.

- 2.8 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 2.9 Any obligation on the Tenant not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 2.10 Unless the context otherwise requires, any words following the term including, include, in particular, for example, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or terms preceding those terms.
- 2.11 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 2.12 A reference to writing and written excludes fax and email.
- 2.13 Unless the context requires, references to clauses and Schedules are to the clauses and Schedules of this lease and references to paragraphs are to paragraphs of the relevant Schedule.
- 2.14 Clause, Schedule and paragraph headings shall not affect the interpretation of this lease.
- 2.15 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 2.16 Unless expressly provided otherwise, the obligations and liabilities of the parties under this lease are joint and several.
- 2.17 In relation to any payment, a reference to a fair proportion is to a fair proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord.
- 2.18 Where there is any inconsistency between the terms of the Contract and this Lease the Contract shall prevail.

3 Demise and rent

- 3.1 The Landlord lets the Property to the Tenant for the Term.
- 3.2 The grant is made together with the Rights, excepting and reserving to the Landlord the Reserved Rights, and subject to the Third Party Rights.
- 3.3 The grant is made with the Tenant paying the following as rent to the Landlord:
- 3.3.1 the Yearly Rent and all VAT in respect of it; and
 - 3.3.2 all other sums due under this lease.

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 or as permitted under the Contract not to affix, place or exhibit or permit or suffer to be affixed, placed or exhibited to or upon the exterior of any part of the Property or to or through any windows or to or upon any boundary wall rail or fence at the Property 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 User

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

4.3.2 Not to:

- (a) organise or permit any gambling upon the Property;
- (b) permit the sale or consumption of tobacco or tobacco related products; or
- (c) use the Property for any illegal purposes nor for any purpose or in a manner that would or is likely to cause loss, damage, injury, nuisance or inconvenience to the Landlord or the owners or occupiers of any neighbouring property.

4.3.3 The tennis courts on the Property will be available for public booking during the times set out in the Contract.

4.4 Rates and taxes

4.4.1 The Tenant shall pay all present and future rates, taxes and other impositions in accordance with the Contract in respect of the Property, its use and any works carried out there, except:

- (a) any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; or
- (b) any taxes (other than VAT) payable by the Landlord by reason of the receipt of any of the rents due under this lease.

4.4.2 If any rates, taxes or other impositions and outgoings are payable in respect of the Property together with other property, the Tenant shall pay a fair proportion of the amount payable.

4.5 Utilities

The Tenant shall pay all costs in connection with the supply and removal of all electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the Property. If any of those costs are payable in relation to the Property together with other property, the Tenant shall pay a fair proportion of all those costs.

4.6 Tenant's covenant for repair

4.6.1 The Tenant must:

- (a) keep the Property in good and substantial repair and condition;
- (b) ensure that any Conducting Media forming part of the Property is kept in good working order; and
- (c) keep the Property clean, tidy and clear of rubbish.

4.6.2 The Landlord may enter the Property to inspect its condition and may give the Tenant a notice of any breach of any of the tenant covenants in this lease relating to the condition of the Property. The Tenant shall carry out and complete any works needed to remedy that breach within the time reasonably required by the Landlord, in default of which the Landlord may enter the Property and carry out the works needed. The costs incurred by the Landlord in carrying out any works pursuant to this clause 4.6.2 (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand. Any action taken by the Landlord pursuant to this clause 4.6.2 shall be without prejudice to the Landlord's other rights, including those under clause 6.

4.7 Insurance

Each party shall be responsible for maintaining appropriate insurance in accordance with the arrangements agreed in the Contract.

4.8 Alterations

4.8.1 Subject as may be permitted under the Contract, the Tenant shall not make any alteration or addition to the Property and shall not make any opening in any boundary of the Property without the consent of the Landlord, such consent not to be unreasonably withheld.

4.8.2 Subject to the terms of the Contract, the Tenant shall not install any electronic communications apparatus on the Property or on the outside of any building erected from time to time on the Property, other than such that is reasonably required for the provision of an electronic communications service to the Property that is required for the proper and reasonable use of the Property for the Authorised Use.

4.8.3 Subject as may be permitted under the Contract, the Tenant shall not erect or place any temporary buildings or structures on the Property without the consent of the Landlord, such consent not to be unreasonably withheld.

4.8.4 Subject as may be permitted under the Contract the Tenant shall not carry out any alteration to the Property which would, or may reasonably be expected to, have an adverse effect on the asset rating in any Energy Performance Certificate commissioned in respect of the Property.

4.9 Third Party Rights

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

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

4.10 Compliance with laws

4.10.1 The Tenant shall comply with all laws relating to:

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

4.10.2 Within five working days after receipt of any notice, order, direction or other formal communication affecting the Property or the Landlord's interest in the Property (and whether or not served pursuant to any law), the Tenant shall:

- (a) inform the Landlord and allow the Landlord to copy the relevant document; and
- (b) take all steps necessary to comply with the communication and take any other action in connection with it as the Landlord may reasonably require.

4.10.3 The Tenant shall not apply for any planning permission for the Property without the Landlord's consent.

4.11 Alienation

Subject as may be permitted under the Contract, 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 Property nor enter into a binding agreement to do any of the same.

4.12 Assignments

4.12.1 In the event that the Contract is novated, the Tenant shall assign this lease to the same party to which the Contract is novated to.

4.13 Sharing occupation

If consent is granted under the terms of the Contract, the Tenant may share occupation of the Property for Third Party Use (as defined in the Contract).

4.14 Charing

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

4.14.2 The Tenant shall not charge part only of this lease.

4.15 Closure of the registered title of this Lease

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

4.16 Costs

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

- (a) the enforcement of the tenant covenants of this lease;
- (b) serving any notice in connection with this lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of those sections, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court;
- (c) serving any notice in connection with this lease under section 17 of the Landlord and Tenant (Covenants) Act 1995; or
- (d) any consent or approval applied for under this lease, whether or not it is granted.

4.16.2 Where the Tenant is obliged to pay or indemnify the Landlord against any solicitors' or other professionals' costs and expenses (whether under this or any other clause of this lease) that obligation extends to those costs and expenses assessed on a full indemnity basis provided that the Landlord shall take reasonable steps to see that any solicitors or other professional costs and expenses are reasonable.

4.17 Encroachments, obstructions and acquisition of rights

4.17.1 Subject as may be permitted under the Contract, the Tenant shall not grant any right or licence over the Property to any person.

4.17.2 If any person makes or attempts to make any encroachment over the Property or takes any action by which a right may be acquired over the Property, the Tenant shall:

- (a) immediately give notice to the Landlord; and
- (b) take all steps at the Landlord's cost (including any proceedings) the Landlord reasonably requires to prevent or license the continuation of that encroachment or action.

4.17.3 The Tenant shall not obstruct the flow of light or air to the Property nor obstruct any means of access to the Property.

4.17.4 The Tenant shall not make any acknowledgement that the flow of light or air to the Property or that the means of access to the Property is enjoyed with the consent of any third party.

4.17.5 If any person takes or threatens to take any action to obstruct the flow of light or air to the Property or obstruct the means of access to the Property the Tenant shall:

- (a) immediately notify the Landlord; and
- (b) take all steps at the Landlord's cost (including proceedings) the Landlord reasonably requires to prevent or secure the removal of the obstruction.

4.18 To Yield Up

To yield up the Property in accordance with the provisions of this lease and the Contract provided that the Landlord may treat as abandoned by the Tenant any property not removed by the Tenant prior to the expiration of the Term and may as agent of the Tenant (and the Landlord is hereby irrevocably appointed by the Tenant to act in that capacity) arrange for the removal and destruction or sale of the same after having given the Tenant at least 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.

4.19 Common Items

The Tenant shall pay the Landlord on demand a fair proportion of all costs payable by the Landlord for the maintenance, repair, lighting, cleaning and renewal of all Services, structures and other items on the Retained Land which are used or capable of being used by the Property in common with other land.

5 Landlord's covenant

The Landlord covenants with the Tenant that the Tenant shall and may peaceably and quietly hold and enjoy the Property 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 Contract and/or clause 6.3.

6.2 Early Termination of the Term

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

6.3 Re-entry and forfeiture

6.3.1 The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any breach of any condition of, or tenant covenant in, this lease.

6.3.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause, this lease shall immediately end but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant by the Tenant or any guarantor.

6.4 Provisions in relation to rights

6.4.1 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.

- 6.4.2 The Rights are granted in common with the Landlord and any other person authorised by the Landlord.
- 6.4.3 The Rights are granted subject to the Third Party Rights and the Tenant shall not exercise any of the Rights so as to interfere with any Third Party Right.
- 6.4.4 The Tenant shall exercise the Rights only in connection with its use of the Property for the Authorised Use.
- 6.4.5 The Tenant shall comply with all laws relating to its use of any part of the Retained Land pursuant to the Rights.
- 6.4.6 The Reserved Rights may be exercised by the Landlord and by anyone else who is or becomes entitled to exercise them, and by anyone authorised by the Landlord. To the extent that the exercise of any Reserved Rights impacts upon the operation of the Property by the Tenant, this will be dealt with in accordance with the Contract.
- 6.4.7 The provisions relating to VAT in the Contract shall apply to any payment due or payable under the terms of this Lease.

6.5 Compensation on vacating

Any right of the Tenant or anyone deriving title under the Tenant to claim compensation from the Landlord on leaving the Property under the 1954 Act is excluded, except to the extent that the legislation prevents that right being excluded.

6.6 Security of Tenure - Exclusion of sections 24 to 28 of the 1954 Act

- 6.6.1 The parties confirm that before the Tenant became contractually bound to enter into the tenancy created by this Lease:
 - (a) the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the 1954 Act applying to the tenancy created by this Lease; and
 - (b) made a statutory declaration dated in accordance with the requirements of section 38A(3)(b) of the 1954 Act.
- 6.6.2 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.

6.7 Notices

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

6.8 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.

6.9 Warranty on Use

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

6.10 Governing law

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

6.11 Jurisdiction

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

6.12 Local Authority Landlord's Capacity and Powers

The Landlord enters into this Lease solely in its capacity as a landowner in respect of the Property 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 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 right to 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 Property.
- 3 The right to maintain in, on, through, under or over the Property 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 Property and the right to install and construct Conducting Media at the Property 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 Property 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 Property in connection with any of the Reservations.
- 7 The right to re-route any Conducting Media at or serving the Property.
- 8 The right at any time during the Term in accordance with the conditions for such entry included within the Contract or otherwise (if no such conditions apply) at reasonable times and after reasonable prior written notice (except in an emergency when no notice shall be required) to enter upon the Property 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 3 and 4 of this Schedule 1;
 - 8.2 to erect scaffolding at the Property and attach it to any building or structure on the Property in connection with any of the Reserved Rights;
 - 8.3 carry out any cleaning and or maintenance of the Landlord's Retained Land;
or
 - 8.4 exercise any of the rights granted or reserved to the Landlord by this Lease or the Contract,

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

- 10 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.
- 11 The right of support and protection by and from the Property for adjoining buildings (whether now in existence or erected during the term) situated on the Retained Land.
- 12 The mines and minerals under the Property and the airspace above the buildings on the Property.

[DN: The Landlord reserves the right to revise these reservations on a site by site basis]

Schedule 2 Rights granted to the Tenant

- 1 The right of support and protection by and from the Retained Land for the Property and buildings (whether now in existence or erected during the term) situated on the Property.
- 2 The right at any time during the Term in accordance with the conditions for such entry included within the Contract or otherwise (if no such conditions apply) at reasonable times and after reasonable prior written notice (except in an emergency when no notice shall be required) to enter upon the Retained Land to:
 - 2.1 carry out any cleaning and or maintenance of the Property; or
 - 2.2 exercise any of the rights granted or reserved to the tenant by this Lease or the Contract,

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

EXECUTED AS A DEED by the affixing of)
THE COMMON SEAL of THE SHEFFIELD)
CITY COUNCIL in the presence of:)

Authorised Signatory

[TENANT'S EXECUTION CLAUSE]

This page is intentionally left blank