

T H I S   L E A S E made the        27th                    day of        July  
one thousand nine hundred and ninety eight B E T W E E N   THE COUNCIL OF THE  
DISTRICT OF ST ALBAN8 of civic Centre St Peter's Street St Albans in the County of  
Hertford (hereinafter called "the Council" which expression shall where the  
context so admits include the person or Council for the time being entitled to the  
reversion immediately expectant on the determination of the term hereby created)  
of the one part and ST ALBANS SUB AQUA CLUB LIMITED whose registered office is  
situate at Cottonmill Swimming Pool Cottonmill Lane St Albans aforesaid  
(hereinafter called "the Lessee" which expression shall where the context so  
admits include his successors in title) of the other part

**H I T M E S S E T H**            **as**        follows:-

! . \_\_\_\_\_ IN consideration of the rents hereinafter reserved and of the  
covenants on the part of the Lessee hereinafter contained the council hereby  
demises unto the Lessee ALL THAT the property described in the schedule hereto  
(hereinafter referred to as "the demised premises") TO HOLD the same unto the  
Lessee from the    27th        day of        July        One thousand nine hundred and ninety  
eight for the term of TWENTY FIVE YEARS (but determinable during the said term as  
hereinafter provided) SUBJECT TO the easements granted by a lease dated the fifth  
day of February one Thousand Nine Hundred and Eighty Eight between the Council and  
and the Eastern Electricity Board or any renewal or statutory continuation thereof  
PAYING therefor during the first five years of the said term a yearly rent of NINE  
HUNDRED AND FIFTY POUNDS (£950) and thereafter such  
rent or rents as may be agreed or determined pursuant to the provisions of  
Clause 4 (6) hereof in each case such rent to be paid without any deduction by  
equal quarterly payments in advance on the usual quarter days AMP ALSO PAYING unto  
the Council by way of additional rent a sum equal to the sum or sums which the  
council shall from time to time pay by way of premiums (including any increased  
premiums payable by reason of the act or omission of the Lessee) for keeping the  
demised premises insured against loss or damage by fire explosion storm tempest  
damage by aircraft and articles dropped therefrom

impact and bursting of water tanks and pipes and similar risks and also for keeping insured the plate glass in the demised premises

2\_.\_\_\_\_\_THE Lessee hereby covenants with the council as follows:-

- (1) To pay the reserved rents at the times and in manner aforesaid
- (2) To pay all existing and future rates taxes assessments and outgoings whether parliamentary local or otherwise which are now or may hereafter be assessed charged or imposed upon the demised premises or upon the owner or occupier thereof
- (3) At all times during the tenancy to maintain and keep the demised premises (both externally and internally) and all soil and other pipes and sanitary and water apparatus and Landlord's fixtures and fittings and all additions and improvements hereafter to be made thereto in good and tenantable repair and condition
- (4) Without prejudice to the generality of the foregoing to prepare and paint with two coats at least of good paint in a workmanlike manner all the wood iron and other parts of the demised premises heretofore or usually painted as to the external parts in every third year and as to the internal work in every seventh year the time in each case being computed from the commencement of the term hereby created (and in each case the painting to be done in the last year of the said term as well whether the same shall be determined by effluxion of time or otherwise) and after every internal painting to grain varnish distemper wash stop whiten and colour all such parts as have previously been so dealt with and to re-paper the parts usually papered with suitable paper of as good quality at least as that in use at the commencement of the said term
- (5) Not at any time during the said term (without obtaining the previous consent in writing of the council so to do) to paint or otherwise colour the exterior of the demised premises or any part or parts thereof whatsoever with a different colour from the colour existing at the date of this Lease or from the colour at any time during the said term so previously authorised in writing as aforesaid

6) To permit the council and its agents with or without workmen and others and appliances at all reasonable times to enter upon the demised premises to examine the condition thereof or to take inventories of the Landlord's fixtures and thereupon the council may serve upon the Lessee a notice in writing specifying any repairs necessary to be done and require the Lessee forthwith to execute the same and if the Lessee shall not within one month after service of such notice proceed diligently with the execution of such repairs then to permit the Council to enter upon the demised premises on 48 hours notice in writing (except in cases of emergency) and execute such repairs and the cost thereof shall be a debt due from the Lessee to the Council and be forthwith recoverable by action

(7) To permit the Council and its agents with all necessary workmen and appliances at all reasonable times to enter upon the demised premises on 48 hours notice in writing (except in cases of emergency) to execute repairs or alterations to any adjoining premises now or hereafter belonging to the council or to the demised premises or any apparatus therein or thereunder or for any other purpose all damage thereby occasioned to the demised premises being made good by the Council

(8) Not to cause or allow any of the drains or pipes serving the demised premises to become choked or stopped up and in the event of any of the said drains or pipes becoming choked or stopped up to pay the costs of the Council in cleansing and securing the said drains and pipes from obstruction

(9) Not without the prior written consent of the council not to be unreasonably withheld as Landlord to cut maim or injure any of the walls or timbers or any other part of the structure of the demised premises nor without such consent as aforesaid to make any alterations to the internal arrangements or the external appearance of the demised premises and not to erect on the demised premises or any part thereof any new buildings or structures whatsoever nor to make any alterations or additions to or any external projection on the front of the existing buildings or structures and in the event of any such erection or alteration by the Lessee forthwith on notice in

that behalf given to the Lessee or in default of such notice at the end or sooner determination of the tenancy to remove the same and reinstate the demised premises to its former state and condition

(10) Not to use the demised premises for any purpose other than for sub-aqua training with reasonably ancillary club activities PROVIDED THAT the Lessee may use the demised premises with the council's consent in writing for other water sports and reasonably ancillary leisure and social activities consistent with the use of the swimming pool facilities AND IT IS HEREBY AGREED AND DECLARED that in determining whether consent as aforesaid shall or shall not be granted the Council may have regard to the suitability of the demised premises to the proposed use and the facilities available at the demised premises

(11) Not to assign under let or part with possession of the whole of the demised premises or any part thereof PROVIDED THAT the Lessee may require the council to take a surrender of the Lease on giving three months notice in writing such surrender to be for nil consideration and at no cost to the Council

(12) Not to do or permit or suffer anything in or upon the demised premises or any part thereof which may be or become a nuisance or annoyance or cause damage or inconvenience to the Council or its tenants or the owners or occupiers of any adjoining or neighbouring property or the public and not to use the demised premises or any part thereof for any purpose other than that permitted by sub-clause (10) hereof and not to permit or suffer the same to be used for any illegal or immoral purpose

(13) Not to hold or permit or suffer to be held any sale by auction on the demised premises

(14) Not to do or permit or suffer to be done anything whereby the policy or policies of insurance in respect of the demised premises or any adjoining premises belonging to the council may become void or voidable or whereby the rate of premium thereon may be increased and to repay to the Council all sums paid by way of increased premiums and all expenses incurred

by it in or about any renewal of such policy or policies rendered necessary by a breach of this covenant and all such payments shall be added to the rent hereinbefore reserved and be recoverable as rent

(15) Not to form any refuse dump or rubbish or scrap heap on the demised premises or any part thereof and to remove not less frequently than once a week all refuse rubbish scrap boxea and other containers which may have accumulated thereon and generally to keep the demised premises clean and tidy

(16) Not to affix or exhibit or permit or suffer to be affixed or exhibited to or upon any part of the exterior of the demised premises or upon the exterior or interior of any of the windows thereof any sign advertisement placard poster sticker or other advertisement other than a reasonably sized notice giving the name of the Lessee on the exterior of the building with full details of information to the public as to the activities carried on at the pool such notice to have the prior written consent of the council (as Landlord) such consent not to be unreasonably withheld

(17) To pay all expenses (including Solicitors' costs and Surveyors' fees) incurred by the Council incidental to the preparation and service of a notice under Section 146 of the Law of Property Act 1925 notwithstanding forfeiture is avoided otherwise than by relief granted by the Court

(18) To execute and do at the expense of the Lessee all such acts works and things as may during the tenancy be directed or required to be executed and done upon or in respect of the demised premises or any part thereof or in respect of the user thereof either by the owner or occupier thereof under or by virtue of any Act of Parliament now or hereafter to be passed or any regulations made thereunder or by any national local or other authority pursuant to or in exercise of powers conferred by any such Act or regulation

(19) To permit the Council during the three months immediately preceding the determination of the tenancy whether by effluxion of time or otherwise to affix and retain without interference upon any part of the demised premises a notice for re-letting or selling the same and during the

said three months to permit persons with written authority from the Council at reasonable times of the day on 48 hours notice in writing to view the demised premises

- (20) To yield up the demised premises with all additions thereto including Landlord's fixtures and fittings at the determination of the tenancy in good tenantable repair and condition in accordance with the covenants hereinbefore contained and at the same time to remove all the Lessee's trade and other fixtures and fittings and to make good all damage occasioned thereby including all necessary decoration rendered necessary by such removal to the reasonable satisfaction of the Council's Surveyor for the time being and to remove all refuse and rubbish and leave the demised premises in a clean and tidy condition

3\_.\_\_\_\_\_THE Council hereby covenants with the Lessee as follows:-

- (1) That the Lessee paying the rent hereby reserved and performing and observing the several covenants on his part herein contained shall peaceably hold and enjoy the demised premises during the said term without any interruption by the council or any person rightfully claiming under or in trust for it provided always that this covenant shall be limited to acts and omissions of the Council and its servants workmen and officers in its capacity as landlord under this Lease
- (2) To insure and keep insured during the tenancy the demised premises including the plate glass but not the contents within the demised premises against loss or damage by fire explosion storm tempest damage by aircraft and articles dropped therefrom impact and bursting of water tanks and pipes and such other risks as the Director of Finance for the time being of the council shall deem desirable in the insurable value thereof and in the event of such destruction or damage then (unless the Council shall exercise its right to determine this Lease pursuant to the provisions of clause 4 (6) hereof) the council shall expend all monies received from the insurer in repairing and reinstating the demised premises with all reasonable speed

4\_.PROVIDED always and it is hereby expressly agreed as follows:-

(1) That if the rent hereby reserved or any part thereof shall at any time be unpaid for twenty-one days (whether formally demanded or not) or if any covenant on the Lessee's part herein contained shall not be performed or observed or if the Lessee shall enter into liquidation whether compulsory or voluntary (save for the purpose of reconstruction or amalgamation) or if a Receiver shall be appointed or if the Lessee shall cease to occupy the demised premises (except upon a lawful disposal under clause 2 (11) hereof) then and in any of the said cases it shall be lawful for the council at any time thereafter to re-enter upon the demised premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the right of action of the Council in respect of any antecedent breach of the Lessee's covenants herein contained

(2) For the avoidance of doubt nothing herein contained or implied shall prejudice or affect the rights duties powers and obligations of the Council in the exercise of its functions as a Local Authority and the rights powers duties and obligations of the Council under all local and public statutes byelaws orders and regulations may be as fully and effectually exercised in relation to the demised premises as if the Council were not the owner thereof and as if the Lease had not been sealed by the Council

(3) If the demised premises or any part thereof shall at any time during the tenancy be destroyed or damaged by fire so as to be wholly or partially unfit for occupation or use and the policy or policies of insurance effected thereon by the Council shall not have been vitiated or payment of the policy moneys refused in whole or in part in consequence of any act of default of the Lessee then the rent hereby reserved or a fair proportion thereof according to the nature and extent of the damage sustained (except the additional rent reserved in respect of the insurance premiums) shall be suspended until the demised premises shall be restored and reinstated and again rendered fit for occupation and use and any dispute concerning this Clause shall be determined by a single arbitrator in accordance with the

Arbitration Act 1950 or any statutory modification or re-enactment thereof for the time being in force PROVIDED nevertheless that the Council or the Lessee within three months after the demised premises have been so destroyed or damaged as aforesaid may by one month's written notice to the other determine this Lease and thereupon everything herein contained shall absolutely cease and determine and such determination shall not prejudice the rights and remedies of either party against the other in respect of any antecedent breach of any of the covenants herein before contained and the council shall refund to the Lessee in such event any rent which may have been paid by the Lessee in respect of the period from the expiration of the said notice to the expiration of the period in respect of which such rent shall have been paid

(4) In this Lease where the context so admits words importing one gender shall include all other genders and words importing the singular shall include the plural and vice versa and where the expressions "the Council" and "the Lessee" include two or more persons all covenants and conditions herein contained and on the part of the Council or the Lessee to be performed or observed are deemed to be made jointly and severally

(5) This Lease shall incorporate the regulations as to notices contained in Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962

(6) (a) The rent other than insurance hereby reserved shall be reviewed at the end of each period of five years of the said term each date being hereinafter called "Rent Review Date"

(b) (i) If at any Rent Review Date the Market Rental Value (as defined in sub-clause (d) of this clause) shall be found to exceed the rent hereby reserved immediately prior to the Rent Review Date there shall be substituted for the yearly rent hereby reserved an increased yearly rent equal to the said rent hereby reserved immediately



prior to the Rent Review Date plus the amount of such excess

(ii) At each relevant Rent Review Date there shall be assumed (if such be not the fact) as to the state and condition of the demised premises that the permitted user of the demised premises may be as set out in clause 2 (10) hereof

(iii) At each relevant Rent Review Date the following matters shall be disregarded

(1) the fact that the Lessee has been in occupation of the demised premises

(2) any improvements carried out by the Lessee otherwise than in pursuance of any obligation on the Lessees part herein contained

(c) Such increased yearly rental shall be payable from the relevant Rent Review Date for the residue of the said term or until a greater rent is substituted therefor under the preceding sub-clause at a subsequent Rent Review Date

(d) For the purpose of this clause the expression "Market Rental value" means the annual rack rent at which the demised premises if vacant at the relevant Rent Review Date could be let at that time in the open market by a willing landlord to a willing tenant for a term equivalent in length to the residue unexpired at the date of review with rent reviews at the end of each period of five years but otherwise on the same terms and conditions (save for rent) as in this Lease and on the basis that the demised premises has been at all times maintained in accordance with the covenants and conditions imposed by this Lease

(e) The Market Rental Value at any Rent Review Date shall be taken to be such sum as the Council may notify to the Lessee in writing before or after any Rent Review Date PROVIDED ALWAYS that if the Lessee shall within three months of the date of the notice object in writing to the council to the sum therein referred to then in default of agreement between the parties hereto the Market Rental Value shall be determined and fixed by an independent chartered surveyor acting as an expert and not as an arbitrator to be mutually appointed or in the event of the parties being unable to agree upon such appointment to be appointed on the application of the Council by the President for the time being of the Royal Institution of chartered surveyors failing whom the President for the time being of The Law society The fees of such surveyor shall be borne and paid by the parties hereto in equal shares and the Market Rental Value so determined and fixed by such Surveyor shall be binding upon both parties

(f) If upon any such review as aforesaid the amount of any increased rent shall not be ascertained or determined prior to the relevant Rent Review Date the Lessee shall continue to pay rent at the yearly rate payable immediately prior to the relevant Rent Review Date until the ascertainment or determination of any increased rent whereupon there shall be due as additional rent payable by the Lessee to the Council on demand a sum of money equal to the amount by which the increased yearly rent shall exceed the yearly rent previously payable duly apportioned on a daily basis from the relevant Rent

Review Date to the quarter day next following the date of such demand

(g) If on the appropriate date there shall be in force any enactment (which expression includes any Act of Parliament now or hereafter in force as well as any instrument regulation or order made thereunder or deriving validity therefrom) which shall relate to the control of rents then:-

(i) If such enactment shall merely restrict interfere with or affect the council's right to recover any rent revised in accordance with the terms hereof but shall not restrict interfere with or affect the Council's right to revise the rent hereby reserved in accordance with the terms hereof then the Council shall be entitled to revise the rent hereby reserved on the appropriate date ignoring and notwithstanding the fact that the Council may be prevented from recovering such revised rent in whole or in part until such enactment shall be removed or modified

(ii) if such enactment shall restrict interfere with or affect the council's right to revise the rent hereby reserved in accordance with the terms hereof and not merely to recover such revised rent then the Council shall be entitled once following each removal or modification of such enactment to serve notice (hereinafter called an "interim notice") upon the Lessee and from and after the date of the service of such interim notice until the next Rent Review Date or the service of the next interim notice (whichever shall first occur) the rent shall be increased to whichever is the higher of the rack rental value at the Rent Review 11

Date immediately prior to the date of service of such interim notice or the rent payable immediately prior to the date of service of such interim notice and the provisions of this clause shall apply accordingly

- (h) If upon any such review as aforesaid the rent previously payable hereunder shall be increased the Council and the Lessee shall forthwith complete and sign a written memorandum thereof to be prepared by the Council's Solicitor recording the increased rent thenceforth payable

5\_.\_\_\_\_\_IT is hereby certified that there is no Agreement for Lease to which this Lease gives effect

I H WITNESS whereof the parties hereto have duly executed this Deed the day and year first before written

**THE SCHEDULE**

before referred to

ALL THAT premises situate and known as Cottonmill Swimming Pool Cottonmill Lane St Albans in the County of Hertford as the same is for the purpose of identification only shown on the plan attached hereto (hereinafter called "the plan") and thereon coloured edged red and also all fixtures and fittings by nature of Landlord's fixtures which said premises hereby demised is herein referred to as "the demised premises" TOGETHER WITH a right to the free and uninterrupted use of the water pipes electricity cables and drains which serve the demised premises and pass through other adjoining premises of the Council in common with all other persons having a right to use the same subject to the payment of a fair proportion of the expense of maintaining and keeping such water pipes electricity cables and drains in good and tenantable repair EXCEPT AND RESERVING unto the Council and its tenants the right to the free and uninterrupted use of the water pipes electricity cables and drains serving such adjoining premises of the Council as well as the demised premises

**THE COMMON SEAL of THE COUNCIL  
OF THE DISTRICT OF ST ALBANS**

was hereunto affixed in the  
presence of:-

**Mayor**

**Chief Executive**

**THE COMMON SEAL of  
ST ALBANS SUB AQUA CLUB LIMITED**

was hereunto affixed in the  
presence of:-

**Director**

**Secretary**

DATED

27<sup>th</sup> July

1998

THE COUNCIL OF THE DISTRICT  
OF ST ALBANS

- and -

ST ALBANS SUB AQUA  
CLUB LIMITED

LEASE

of

Cottonmill Swimming Pool  
Cottonmill Lane  
St Albans in the County of  
Hertford

Term: 25 years

Commencing 27<sup>th</sup> July 1998

Rent E950 subject to review every five  
years

legalmad/Imisc/SASubAqua