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Title Number EGL536903

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Dated

20th May

2011

THE CORPORATION OF WALTHAM FOREST COLLEGE

and

THE COMMUNITY POOL C.I.C.



SEQ164



COPY

LEASE

relating to

Swimming pool premises at Waltham Forest College
707 Forest Road, London E17 4JB

Vanderpump & Sykes

Lough Point
2 Gladbeck Way
Enfield
EN2 7JA

I certify that this
is a true copy of the
original seen by me on
14 June 2011.

G. H. M.
JOY DYKERS, BARRISTER
LAMB BUILDING
TEMPLE, LONDON EC4Y 7AS.

CONTENTS

Clause		
1.	Interpretation.....	3
2.	Grant.....	8
3.	Ancillary rights.....	9
4.	Rights excepted and reserved.....	10
5.	Third Party Rights	12
6.	The Annual Rent.....	12
7.	Review of the Annual Rent.....	12
8.	Insurance	13
9.	Rates and taxes	14
10.	Utilities	15
11.	Service Media and other items.....	15
12.	VAT.....	15
13.	Default interest and interest.....	16
14.	Costs.....	16
15.	No deduction, counterclaim or set-off.....	16
16.	Registration of this lease.....	17
17.	Charging	17
18.	Prohibition of other dealings.....	17
19.	Repairs	17
20.	Alterations and signs.....	17
21.	Returning the Property to the Landlord.....	17
22.	Use	18
23.	Management of the Building and the Estate	18
24.	Compliance with laws.....	19
25.	Encroachments, obstructions and acquisition of rights	19
26.	Breach of repair and maintenance obligations.....	20
27.	Indemnity	20
28.	Landlord's covenant for quiet enjoyment.....	20
29.	Re-entry and forfeiture	20
30.	Liability.....	21
31.	Break clause	21
32.	Entire agreement and exclusion of representations.....	22
33.	Notices, consents and approvals.....	22
34.	Governing law and jurisdiction.....	23
35.	Exclusion of sections 24-28 of the LTA 1954.....	23
36.	Contracts (Rights of Third Parties) Act 1999	23
37.	Landlord and Tenant (Covenants) Act 1995.....	23

PRESCRIBED CLAUSES

LR1. Date of lease

LR2. Title number(s)

LR2.1 Landlord's title number(s)

EGL536903

LR2.2 Other title numbers

None

LR3. Parties to this lease

Landlord

THE CORPORATION OF WALTHAM FOREST COLLEGE (being a body corporate established under the Further and Higher Education Act 1992) of 707 Forest Road, London E17 4JB

Tenant

THE COMMUNITY POOL C.I.C. (co. regn. no. 07376915) whose registered office is at 15 Church Path, London E17 9RQ

LR4. Property

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

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

LR5. Prescribed statements etc.

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

None.

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

None.

LR6. Term for which the Property is leased

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

LR7. Premium

None.

LR8. Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

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

None.

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

None

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

None

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

None.

LR11. Easements

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

The easements as specified in clause 3 of this lease.

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

The easements as specified in clause 4 of this lease.

LR12. Estate rentcharge burdening the Property

None.

LR13. Application for standard form of restriction

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

No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by the proprietor for the time being of the estate registered under title number EGL536903 or their conveyancer that the provisions of clauses 17 and 18 of the lease of the Property made between The Corporation of Waltham Forest College (1) and The Community Pool C.I.C. (2) and dated 20th May 2011 have been complied with, or that they do not apply to the disposition.

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

Not applicable

This lease is made on the 20th day of May 2011.

PARTIES

- (1) THE CORPORATION OF WALTHAM FOREST COLLEGE (being a body corporate established under the Further and Higher Education Act 1992) of 707 Forest Road, London E17 4JB (the "Landlord"); and
- (2) THE COMMUNITY POOL C.I.C. (co. regn. no. 07376915) whose registered office is at 15 Church Path, London E17 9RQ (the "Tenant").

IT IS HEREBY AGREED

1. Interpretation

1.1 The definitions and rules of interpretation set out in this clause apply to this lease.

"Act of Insolvency";

- (a) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant or any guarantor; or
- (b) the making of an application for an administration order or the making of an administration order in relation to the Tenant or any guarantor; or
- (c) the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to the Tenant or any guarantor; or
- (d) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant or any guarantor; or
- (e) the commencement of a voluntary winding-up in respect of the Tenant or any guarantor, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies; or
- (f) the making of a petition for a winding-up order or a winding-up order in respect of the Tenant or any guarantor; or
- (g) the striking-off of the Tenant or any guarantor from the Register of Companies or the making of an application for the

Tenant or any guarantor to be struck-off; or

- (h) the Tenant or any guarantor otherwise ceasing to exist (but excluding where the Tenant or any guarantor dies); or
- (i) the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant or any guarantor.

The paragraphs above shall apply in relation to a partnership or limited partnership (as defined in the Partnership Act 1890 and the Limited Partnerships Act 1907 respectively) subject to the modifications referred to in the Insolvent Partnerships Order 1994 (*SI 1994/2421*) (as amended), and a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000) subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (*SI 2001/1090*) (as amended).

Act of Insolvency includes any analogous proceedings or events that may be taken pursuant to the legislation of another jurisdiction in relation to a tenant or guarantor incorporated or domiciled in such relevant jurisdiction.

"Annual Rent";	rent at an initial rate of £1.00 per annum and then as revised pursuant to this lease.
"Building";	means the building within which the Property is situate shown edged blue on the Plans.
"Contractual Term";	a term of years beginning on, and including the 3 rd day of February 2011 and ending on, and including the 2 nd day of February 2041.
"CDM Regulations";	the Construction (Design and Management) Regulations 2007.
"Default Interest Rate";	two percentage points above the Interest Rate.
"Estate"	means each and every part of the property known as Waltham Forest College, 707 Forest Road, Walthamstow, London E17 4JB registered at HM Land Registry with title number EGL536903
"Financial Year"	means the Tenant's accounting year from 1 st April to 31 st March in each year
"Insured Risks";	means fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion and any other risks against

	which the Landlord decides to insure against from time to time and "Insured Risk" means any one of the Insured Risks.
"Interest Rate";	interest at the base lending rate from time to time of Lloyds TSB Bank Plc, or if that base lending rate stops being used or published then at a comparable commercial rate reasonably determined by the Landlord.
"Landlord's Undertaking"	means the statutory undertaking and duties and the lawful businesses and activities of the Landlord throughout the Term and any part or parts of them
"LTA 1954";	Landlord and Tenant Act 1954.
"Net Profit"	aggregate net profits of the Tenant in respect of the Financial Year as shown in or ascertained by an audited profit and loss account of the Tenant for such period prepared by the auditors of the Tenant on a basis consistent with generally accepted and previously applied accounting principles (and so as to be consistent at all times as to the basis of recognising revenue) and in accordance with all relevant statutory requirements and statements of standard accounting practice
"Permitted Use";	swimming pool including purposes ancillary thereto available for the use by swimming clubs, local schools and the local community as a public amenity.
"Permitted Hours";	the same hours that the Landlord has the Building open from time to time pursuant to the Landlord's Undertaking.
"Plans";	the plans attached to this lease.
"Pool Management Policy"	means the policy attached to this lease at Annexure 1
"Property";	<p>the area comprising the swimming pool, pool hall, plant room, male and female changing rooms, two pool side offices located respectively above the male and female changing rooms, two store rooms at the deep end corners of the swimming pool hall and roof area on which the air-handling units are situate as shown edged red on the Plans and including (for the purposes of obligation as well as grant):</p> <p>(a) The surface of walls and partitions lying within the Property (but excluding any load bearing walls) and the tiles and other</p>

materials on all walls and partitions;

- (b) The doors and door frames of the Property and the entrance door and all other external doors (if any) and all door furniture and locks thereon;
- (c) The surface of the ceiling and of the floor including floor tiles and other floor finishes (if any) and of any balcony;
- (d) The surface of the swimming pool basin walls, floor and rim including tiles and other surface finishes (if any);
- (e) The window frames and the glass in the windows and doors;
- (f) The Landlord's fixtures and fittings (including pumps, sauna equipment, air-handling units and other plant and machinery) sanitary apparatus and appurtenances installed in or affixed to the Property;
- (g) All Service Media incorporated within the Property and which are not used by or for any other property in the Retained Parts (whether in common with the Property or otherwise);

but excluding:

- (h) any part or parts of the Building (other than the Service Media expressly included in this demise) lying above the surfaces of the ceilings or below the floors;
- (i) any of the main structural parts or timbers girders stanchions or joists of the Building or any of the walls or partitions therein (whether internal or external) other than such walls and partitions as are expressly included in this demise;
- (j) any Service Media in the Building not expressly included in this demise;
- (k) any entry phone telephone telecommunications or telephone apparatus serving the Property;
- (l) the structure of any balcony or terrace;
- (m) any meters also serving other properties in the Building;

	(n) all of the Retained Parts
"Rent Commencement Date";	The 3 rd day of February 2011
"Rent Payment Dates";	25 March, 24 June, 29 September and 25 December.
"Reservations";	all of the rights excepted, reserved and granted to the Landlord by this lease.
"Retained Parts"	the whole or any part or parts of the Building, Estate and Service Media and all other things serving or used in connection with the Landlord's Undertaking over under adjoining or near to the Property or otherwise capable of affecting or being affected by the Property and the use and occupation of the Property, but the expression does not include the Property.
"Rent Review Date";	The 3 rd day of February 2012 and every subsequent anniversary of that date.
"Service Charge";	the costs calculated in accordance with the Service Charge Formula set out at Annexure 2
"Service Media";	all media for the supply or removal of heat, electricity, gas, water, sewage, air-conditioning, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.
"Third Party Rights";	all rights, covenants and restrictions affecting the Estate including the matters referred to at the date of this lease in the Property, Proprietorship and Charges registers of title number EGL536903.
"VAT";	value added tax chargeable under the Value Added Tax Act 1994 or any similar replacement or additional tax.
1.2	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.
1.3	A reference to the "Landlord" includes a reference to the person entitled to the immediate reversion to this lease. A reference to the "Tenant" includes a reference to its successors in title and assigns.
1.4	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.
1.5	The expressions "landlord covenant" and "tenant covenant" each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.

- 1.6 Unless the context otherwise requires, references to the **"Building"**, the **"Estate"**, the **"Retained Parts"**, a **"Retained Part"** and the **"Property"** are to the whole and any part of them or it.
- 1.7 The expression **"neighbouring property"** does not include the Building.
- 1.8 A reference to the **"term"** is to the Contractual Term.
- 1.9 A reference to the **"end of the term"** is to the end of the term however it ends.
- 1.10 References to the **"consent"** of the Landlord are to the consent of the Landlord given in accordance with clause 33.4 and references to the **"approval"** of the Landlord are to the approval of the Landlord given in accordance with clause 33.5.
- 1.11 A **"working day"** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.12 Unless otherwise specified, a reference to a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under it and all orders, notices, codes of practice and guidance made under it.
- 1.13 A reference to laws in general is to all local, national and directly applicable supra-national laws in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under them and all orders, notices, codes of practice and guidance made under them.
- 1.14 Any obligation in this lease on the Tenant not to do something includes an obligation not to agree to or suffer that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.15 Unless the context otherwise requires, where the words **"include(s)"** or **"including"** are used in this lease, they are deemed to have the words **"without limitation"** following them.
- 1.16 A **"person"** includes a corporate or unincorporated body.
- 1.17 References to **"writing"** or **"written"** do not include email.
- 1.18 Except where a contrary intention appears, a reference to a clause or Schedule, is a reference to a clause of, or Schedule to, this lease and a reference in a Schedule to a paragraph is to a paragraph of that Schedule.
- 1.19 Clause, Schedule and paragraph headings do not affect the interpretation of this lease.
2. Grant
- 2.1 The Landlord lets with full title guarantee the Property to the Tenant for the Contractual Term.
- 2.2 The grant is made together with the ancillary rights set out in clause 3, excepting and reserving to the Landlord the rights set out in clause 4, and subject to the Third Party Rights.
- 2.3 The grant is made with the Tenant paying the following as rent to the Landlord:

- (a) the Annual Rent and all VAT in respect of it;
- (b) the Service Charge and all VAT in respect of it; and
- (c) all other sums due under this lease.

3. Ancillary rights

3.1 The Landlord grants the Tenant the following rights (the "Rights"):

- (a) the right to support and protection from the Retained Parts to the extent that the Retained Parts provide support and protection to the Property to the date of this lease;
- (b) the right to use external areas of the Retained Parts from time to time permitted by the Landlord for the purposes of vehicular and pedestrian access to and egress from the interior of the Building and to and from the parts of the Retained Parts referred to in clause (c) to clause (e);
- (c) the right to park private cars or motorbikes belonging to the Tenant, its employees and visitors in any available spaces and in areas from time to time permitted by the Landlord in its absolute discretion;
- (d) the right to use the area from time to time permitted by the Landlord for loading and unloading goods and materials;
- (e) the right to the reasonable use of the bins in the areas from time to time designated as being available for such use by the Landlord;
- (f) the right to use those hallways, corridors, stairways, lifts and landings of the Retained Parts as are necessary for the purposes of access to and egress from the Property;
- (g) the right to use any Service Media at the Building that belong to the Landlord and serve (but do not form part of) the Property which are in existence at the date of this lease;
- (h) the right to temporarily attach any item to the Retained Parts adjoining the Property so far as is reasonably necessary to carry out any works to the Property required or permitted by this lease;
- (i) the right to display the name and logo of the Tenant (and any authorised undertenant) on a sign or notice board provided by the Landlord in the entrance hall of the Building and on the Retained Parts at the entrance to the Property, in each case in a form and manner approved by the Landlord; and
- (j) the right to enter the Retained Parts so far as is reasonably necessary to carry out any works to the Property required or permitted by this lease.

3.2 The Rights are granted in common with the Landlord and any other person authorised by the Landlord.

3.3 The Rights are granted subject to the Third Party Rights insofar as the Third Party Rights affect the Retained Parts and the Tenant shall not do anything that may interfere with any Third Party Right.

- 3.4. The Tenant shall exercise the Rights (other than the Right mentioned in clause (a)) only in connection with its use of the Property for the Permitted Use and only during the Permitted Hours and in accordance with any regulations made by the Landlord as mentioned in clause 23.1.
- 3.5 The Tenant shall comply with all laws relating to its use of the Retained Parts pursuant to the Rights.
- 3.6 In relation to the Rights mentioned in clause (b) to clause (f), the Landlord may, at its discretion, change the route of any means of access to or egress from the interior of the Building and may change the area over which any of those Rights are exercised.
- 3.7 In relation to the Rights mentioned in clause (c) and clause (e) the Landlord may from time to time designate the spaces or bins (as the case may be) in respect of which the Tenant may exercise that Right.
- 3.8 In relation to the Rights mentioned in clause (g), the Landlord may, at its discretion, re-route or replace any such Service Media and that Right shall then apply in relation to the Service Media as re-routed or replaced.
- 3.9 In relation to the Right mentioned in clause (h), where the Tenant requires the consent of the Landlord to carry out the works to the Property, the Tenant may only exercise that Right when that consent has been granted and in accordance with the terms of that consent.
- 3.10 In exercising the Right mentioned in clause (j), the Tenant shall:
- (a) except in case of emergency, give reasonable notice to the Landlord of its intention to exercise that Right;
 - (b) where reasonably required by the Landlord, exercise that Right only if accompanied by a representative of the Landlord;
 - (c) cause as little damage as possible to the Retained Parts or to any property belonging to or used by the Landlord;
 - (d) cause as little inconvenience as possible to the Landlord as is reasonably practicable; and
 - (e) promptly make good (to the satisfaction of the Landlord) any damage caused to the Retained Parts (or to any property belonging to or used by the Landlord) by reason of the Tenant exercising that Right.
- 3.11 Except as mentioned in this clause 3, neither the grant of this lease nor anything in it confers any right over the Retained Parts or any neighbouring property nor is to be taken to show that the Tenant may have any right over the Retained Parts or any neighbouring property, and section 62 of the Law of Property Act 1925 does not apply to this lease.
4. Rights excepted and reserved
- 4.1 The following rights are excepted and reserved from this lease to the Landlord for the benefit of the Building and the Estate and to the extent possible for the benefit of any neighbouring or adjoining property in which the Landlord acquires an interest during the term:

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

notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them result in a reduction in the flow of light or air to the Property or the Retained Parts or loss of amenity for the Property or the Retained Parts.

4.2 The Landlord reserves the right to enter the Property (and if it is reasonably necessary to do so to temporarily stop access to the Property and the Estate):

- (a) to repair, maintain, install, construct re-route or replace any Service Media or structure relating to any of the Reservations;
- (b) to carry out any works to the Retained Parts; and
- (c) for any other purpose mentioned in or connected with:
 - (i) this lease;
 - (ii) the Reservations;
 - (iii) the Landlord's interest in the Estate; and
 - (iv) the Landlord's Undertaking.

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

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

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

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

5. Third Party Rights

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

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

6. The Annual Rent

6.1 The Tenant shall pay the Annual Rent and any VAT in respect of it by four equal instalments in arrears on or before the Rent Payment Dates. The payments shall be made by banker's standing order or by any other method that the Landlord requires at any time by giving notice to the Tenant.

6.2 The first instalment of the Annual Rent and any VAT in respect of it shall be made on the Rent Commencement Date and shall be the proportion, calculated on a daily basis, in respect of the period from the Rent Commencement Date until the day before the next Rent Payment Date.

7. Review of the Annual Rent

7.1 The amount of Annual Rent shall be reviewed on each Rent Review Date to equal:

- (a) the Annual Rent payable immediately before the relevant Rent Review Date (or which would then be payable but for any abatement or suspension of the Annual Rent or restriction on the right to collect it) or, if greater;
- (b) the rent equal to the Net Profit agreed or determined pursuant to this clause.

7.2 By the end of the calendar year that precedes each Rent Review Date, the Tenant must deliver to the Landlord a certificate, signed by a professionally qualified accountant appointed by the Tenant, certifying the amount of Net Profit during the Financial Year ending in the relevant calendar year.

7.3 If the Tenant fails to supply a certificate under the provisions of clause 7.2, or any dispute arises between the Landlord and the Tenant as to the amount of the Net Profit then the Landlord may elect that the Net Profit shall be determined by an independent accountant (acting as an expert and not as an arbitrator) who is a member of the Institute of Chartered Accountants in England and Wales who may be appointed by agreement between the Landlord and the Tenant or, failing such agreement, by the President of the Institute and whose decision shall be binding on the Landlord and the Tenant ("the Expert").

- 7.4 The Net Profit rent may be agreed between the Landlord and the Tenant at any time before it is determined by the Expert.
- 7.5 In determining the Net Profit rent the Expert shall have regard to representations made by the Tenant (by reference to its Articles of Association and annual Community Interest Company Report) in relation to deductions from Net Profit that the Tenant (acting reasonably) considers necessary for re-investment for the purpose of carrying out the Permitted Use at the Property.
- 7.6 The Tenant shall make the books, documents and records that are, or in the opinion of the Landlord, ought to be, kept by it for the purpose of ascertaining and verifying the Net Profit, or that in the opinion of the Landlord are or may be relevant for that purpose, available for inspection at all reasonable times by the Landlord (or its agent duly authorised for that purpose in writing) and the Expert.
- 7.7 The Expert shall give the Landlord and the Tenant an opportunity to make written representations to the Expert and to make written counter-representations commenting on the representations of the other party to the Expert. The parties will provide (or procure that others provide) the Expert with such assistance and documents as the Expert reasonably requires for the purpose of reaching a decision.
- 7.8 If the Expert dies, or becomes unwilling or incapable of acting, or unreasonably delays in making any determination, then either the Landlord or the Tenant may apply to the President to discharge the Expert and clause 7.2 shall then apply in relation to the appointment of a replacement.
- 7.9 The fees and expenses of the Expert shall be payable by the Landlord and the Tenant in the proportions that the Expert directs (or if the Expert makes no direction, then equally).
- 7.10 If the revised Annual Rent has not been agreed by the Landlord and the Tenant or determined by the Expert on or before the relevant Rent Review Date, the Annual Rent payable from that Rent Review Date shall continue at the rate payable immediately before that Rent Review Date. No later than five working days after the revised Annual Rent is agreed or the Expert's determination is notified to the Landlord and the Tenant, the Tenant shall pay the shortfall (if any) between the amount that it has paid for the period from the Rent Review Date until the Rent Payment Date preceding the date of agreement or notification of the revised Annual Rent and the amount that would have been payable had the revised Annual Rent been agreed or determined on or before that Rent Review Date.
- 7.11 Time shall not be of the essence for the purposes of this clause.
- 7.12 As soon as practicable after the amount of the revised Annual Rent has been agreed or determined, a memorandum recording the amount shall be signed by or on behalf of the Landlord and the Tenant and endorsed on or attached to this lease and its counterpart. The Landlord and the Tenant shall each bear their own costs in connection with the memorandum.
8. Insurance
- 8.1 The Landlord shall not be obliged to insure the Property.
- 8.2 The Tenant shall:

- (a) give the Landlord notice immediately any matter occurs in relation to the Tenant or the Property that any insurer or underwriter may treat as material in deciding whether or on what terms to insure or to continue to insure the Building;
- (b) not do or omit anything as a result of which any policy of insurance of the Building or any neighbouring property may become void or voidable or otherwise prejudiced, or the payment of any policy money may be withheld, nor anything as a result of which any increased insurance or additional premium may become payable;
- (c) comply at all times with the requirements and recommendations of the insurers relating to the Property and the use by the Tenant of the Retained Parts;
- (d) give the Landlord immediate notice of the occurrence of any damage or loss relating to the Property arising from an Insured Risk;
- (e) not effect any insurance of the Property, but if it becomes entitled to the benefit of any insurance proceeds in respect of the Property, pay those proceeds or cause them to be paid to the Landlord; and
- (f) pay the Landlord an amount equal to any insurance money that the insurers of the Building refuse to pay (in relation to the Building) by reason of any act or omission of the Tenant or any undertenant, their workers, contractors or agents or any person at the Property or the Retained Parts with the actual or implied authority of any of them.

8.3 The Tenant shall insure against:

- (a) its employers' liability and public liability in respect of its use of the Property and the Retained Parts to cover the indemnity referred to in clause 29 of this lease, and
- (b) all usual risks in respect of the Property other than the Insured Risks in including all contents and fixtures and fittings in the Property,

such insurances to be with insurers approved by the Landlord (acting reasonably) and (where applicable) to the full value thereof and the Tenant shall pay all premiums necessary for the purpose and whenever required produce to the Landlord the policies of insurance and evidence of payment of the premiums and shall comply with the requirements of insurers and (when applicable) shall apply the proceeds of the insurances in discharging the liability against which such insurances have been effected.

9. Rates and taxes

- 9.1 The Landlord shall pay all those present and future rates, taxes and other impositions payable in respect of the Property that it would otherwise be liable for were it occupying the Property itself.
- 9.2 The Tenant shall not make any proposal to alter the rateable value of the Property or that value as it appears on any draft rating list, without the approval of the Landlord.

10. Utilities

10.1 The Tenant shall pay all costs in connection with the supply and removal of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the Property.

10.2 The Tenant shall comply with all laws and with any recommendations of the relevant suppliers relating to the use of those services and utilities the supply and removal of electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the Property.

10.3 Until such time as such supplies to the Property are separately metered, the Tenant shall pay the Service Charge to the Landlord for the supply of gas, water telecommunications and electricity to the Property provided that this shall not constitute an obligation on the Landlord to provide such supplies.

10.4 The Landlord shall not be liable for:

(a) any interruption in, or disruption to, the provision of any services coming through the Service Media for any reason that is outside the reasonable control of the Landlord; or

(b) any injury, loss or damage suffered by the Tenant as a result of any absence or insufficiency of any services coming through the Service Media or of any breakdown or defect in any Service Media,

and for the avoidance of doubt the Landlord may terminate any services (without notice in the case of an emergency) through the Service Media if in the Landlord's opinion the use of the Service Media is causing or is likely to cause damage to the Retained Parts.

11. Service Media and other items

11.1 The Tenant shall comply with all reasonable regulations the Landlord may make from time to time in connection with the use of any of the Service Media, structures or other items.

11.2 Without prejudice to the generality of this clause 11, the Tenant shall not backwash the swimming pool filter without first:

(a) obtaining the consent of the Landlord to do so;

(b) agreeing a time and date for the backwash to take place; and

(c) ensuring that a representative of the Landlord is in attendance for the backwash procedure (unless the Landlord confirms in writing that attendance by the Landlord is not required) and that the Landlord's representative carries out the backwash function (unless the Landlord confirms in writing that performance of the backwash function by the Landlord's representative is not required).

12. VAT

12.1 All sums payable by the Tenant are exclusive of any VAT that may be chargeable. The Tenant shall pay VAT in respect of all taxable supplies made to it in connection

with this lease on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.

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

13. Default interest and interest

- 13.1 If any Annual Rent or any other money payable under this lease has not been paid by the date it is due, whether it has been formally demanded or not, the Tenant shall pay the Landlord interest at the Default Interest Rate (both before and after any judgment) on that amount for the period from the due date to and including the date of payment.

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

14. Costs

- 14.1 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) any consent or approval applied for under this lease, whether or not it is granted (unless the consent or approval is unreasonably withheld by the Landlord in circumstances where the Landlord is not unreasonably to withhold it).

- 14.2 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.

15. No deduction, counterclaim or set-off

The Annual Rent and all other money due under this lease are to be paid by the Tenant without deduction, counterclaim or set-off.

16. Registration of this lease

Promptly following the grant of this lease, the Tenant shall apply to register this lease at HM Land Registry. The Tenant shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly. Within one month after completion of the registration, the Tenant shall send the Landlord official copies of its title.

17. Charging

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

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

18. Prohibition of other dealings

The Tenant shall not assign, underlet, part with or share possession or share occupation of this lease or the Property or hold the lease on trust for any person **provided that** the granting of occasional licences in connection with the Permitted Use of the Property shall not be deemed to be in breach of this clause.

19. Repairs

19.1 The Landlord give no warranty as to the condition of the Property or the Service Media.

19.2 Save as required by the Pool Management Policy neither the Landlord or the Tenant shall be obliged by this lease to put or keep the Property in repair.

20. Alterations and signs

20.1 The Tenant shall not make any alteration to the Property without the consent of the Landlord, such consent not to be unreasonably withheld.

20.2 The Tenant shall not install nor alter the route of any Service Media at the Property without the consent of the Landlord, such consent not to be unreasonably withheld.

20.3 The Tenant shall not attach any sign, fascia, placard, board, poster or advertisement to the Property so as to be seen from the outside of the Building without the consent of the Landlord.

20.4 Except as provided for in clause 3.1(i), the Tenant shall not attach any sign, fascia, placard, board, poster or advertisement to the Property within the Building without the consent of the Landlord.

21. Returning the Property to the Landlord

21.1 At the end of the term the Tenant shall return the Property to the Landlord in the repair and condition required by this lease.

21.2 If the Landlord gives the Tenant notice, the Tenant shall remove items it has fixed to the Property, remove any alterations it has made to the Property and make good any damage caused to the Property by that removal.

21.3. At the end of the term, the Tenant shall remove from the Property all chattels belonging to or used by it.

21.4 The Tenant irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels or items it has fixed to the Property and which have been left by the Tenant on the Property for more than ten working days after the end of the term. The Landlord shall not be liable to the Tenant by reason of that storage or disposal. The Tenant shall indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

21.5 If the Tenant does not comply with its obligations in this clause, then, without prejudice to any other right or remedy of the Landlord, the Tenant shall pay the Landlord an amount equal to the Annual Rent at the rate reserved immediately before the end of the term for the period that it would reasonably take to put the Property into the condition it would have been in had the Tenant performed its obligations under this clause. The amount shall be a debt due on demand from the Tenant to the Landlord.

22. Use

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

22.2 The Tenant shall not use the Property outside the Permitted Hours without the approval of the Landlord.

22.3 If the Landlord gives its approval to the Tenant using the Property outside the Permitted Hours, the Tenant shall comply with any regulations that the Landlord makes relating to that use and shall pay the Landlord all costs incurred by the Landlord in connection with that use, including the whole of the cost of any Services provided by the Landlord attributable to the use by the Tenant of the Property outside the Permitted Hours.

22.4 The Tenant shall not use the Property for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Landlord or any owner or occupier of the Retained Parts or neighbouring property.

22.5 The Tenant shall not overload any structural part of the Building nor any Service Media at or serving the Property.

23. Management of the Building and the Estate

23.1 The Tenant shall observe all reasonable and proper regulations made by the Landlord from time to time in accordance with the principles of good estate management and notified to the Tenant relating to the use and management of the Building and the Estate.

23.2 Without prejudice to the general provisions contained in this lease, the Tenant shall comply with the requirements of the Pool Management Policy.

23.3 Nothing in this lease shall impose or be deemed to impose any restriction on the use of any other part of the Retained Parts.

24. Compliance with laws

24.1 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 Service Media and machinery and equipment at or serving the Property;
- (c) any works carried out at the Property; and
- (d) all materials kept at or disposed from the Property.

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

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

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

24.4 The Tenant shall not apply for any planning permission for the Property without the prior written consent of the Landlord.

24.5 The Tenant shall comply with its obligations under the CDM Regulations, including all requirements in relation to the provision and maintenance of a health and safety file.

24.6 The Tenant shall supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations.

24.7 As soon as the Tenant becomes aware of any defect in the Property, it shall give the Landlord notice of it. The Tenant shall indemnify the Landlord against any liability under the Defective Premises Act 1972 in relation to the Property by reason of any failure of the Tenant to comply with any of the tenant covenants in this lease.

24.8 The Tenant shall keep the Property equipped with all fire prevention, detection and fighting machinery and equipment and fire alarms which are required under all relevant laws or required by the insurers of the Property or reasonably recommended by them or reasonably required by the Landlord and shall keep that machinery, equipment and alarms properly maintained and available for inspection.

25. Encroachments, obstructions and acquisition of rights

25.1 Save as provided for elsewhere in this lease, the Tenant shall not grant any right or licence over the Property to any person nor permit any person to make any encroachment over the Property.

25.2 The Tenant shall not obstruct the flow of light or air to the Property.

- 25.3 The Tenant shall not make any acknowledgement that the flow of light or air to the Property or any other part of the Building or that the means of access to the Building is enjoyed with the consent of any third party.
- 25.4 The Tenant shall immediately notify the Landlord if any person takes or threatens to take any action to obstruct the flow of light or air to the Property.
- 26. Breach of repair and maintenance obligations**
- 26.1 The Landlord may enter the Property to inspect its condition and state of repair and may give the Tenant a notice of any breach of any of the tenant covenants in this lease relating to the condition or repair of the Property.
- 26.2 If the Tenant has not begun any works needed to remedy that breach within two months following that notice (or if works are required as a matter of emergency, then immediately) or if the Tenant is not carrying out the works with all due speed, then the Landlord may enter the Property and carry out the works needed.
- 26.3 The costs incurred by the Landlord in carrying out any works pursuant to this clause (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand.
- 26.4 Any action taken by the Landlord pursuant to this clause shall be without prejudice to the Landlord's other rights, including those under clause 29.
- 27. Indemnity**
- The Tenant shall keep the Landlord indemnified against all expenses, costs, claims, damage and loss (including any diminution in the value of the Landlord's interest in the Building and loss of amenity of the Building) arising from or in connection with: any claim made against the Landlord by a third party for death personal injury or damage to property arising directly or indirectly out of the repair state of repair condition of or any alteration to the Property; or any breach of any tenant covenants in this lease, or any act or omission of the Tenant, or its workers, contractors or agents, licensees or invitees or any other person on the Property or the Retained Parts with the actual or implied authority of the Tenant.
- 28. Landlord's covenant for quiet enjoyment**
- The Landlord covenants with the Tenant, that, so long as the Tenant pays the rents reserved by and complies with its obligations in this lease, the Tenant shall have quiet enjoyment of the Property without any interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this lease.
- 29. Re-entry and forfeiture**
- 29.1 The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any of the following occurs:
- (a) any rent is unpaid 21 days after becoming payable whether it has been formally demanded or not;
 - (b) any breach of any condition of, or tenant covenant, in this lease;
 - (c) an Act of Insolvency.

29.2 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.

30. Liability

30.1 At any time when the Landlord or the Tenant is more than one person, then in each case those persons shall be jointly and severally liable for their respective obligations arising by virtue of this lease. The Landlord may release or compromise the liability of any one of those persons or grant any time or concession to any one of them without affecting the liability of any other of them.

30.2 The obligations of the Tenant arising by virtue of this lease are owed to the Landlord and the obligations of the Landlord are owed to the Tenant.

30.3 In any case where the facts are or should reasonably be known to the Tenant, the Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this lease unless and until the Tenant has given the Landlord notice of the facts that give rise to the failure and the Landlord has not remedied the failure within a reasonable time.

31. Break clause

31.1 Definitions

"Break Date"; (a) In the case of the Landlord, a date which is at least two years after service of the Break Notice; and
(b) in the case of the Tenant, a date which is at least three months after service of the Break Notice.

"Break Notice"; Written notice to terminate this lease specifying the Break Date.

31.2 Exercise of break

Subject to the conditions set out in clause 31.3, either the Landlord or the Tenant may terminate this lease by serving a Break Notice on the other party.

31.3 Conditions

(a) A Break Notice served by the Tenant shall be of no effect if, at the Break Date:

- (i) the Tenant has not paid any part of the Annual Rent, or any VAT in respect of it, which was due to have been paid; or
- (ii) vacant possession of the whole of the Property is not given.

(b) A Break Notice served by the Landlord shall be of no effect if it is served prior to the 3rd day of February 2019.

(c) The Landlord may only serve a Break Notice to terminate this lease in the event that it requires the Property because of its intention to demolish or reconstruct the Property or a substantial part of it or in order to carry out

...substantial works of construction at the Property or part thereof and could not reasonably do so without obtaining possession of the Property.

31.4 Termination

- (a) Subject to clause 31.3, following service of a Break Notice this lease shall terminate on the Break Date.
- (b) Termination of this lease on the Break Date shall not affect any other right or remedy that either party may have in relation to any earlier breach of this lease.

32. Entire agreement and exclusion of representations

- 32.1 This lease constitutes the entire agreement and understanding of the parties relating to the transaction contemplated by the grant of this lease and supersedes any previous agreement between the parties relating to the transaction.
- 32.2 The Tenant acknowledges that in entering into this lease it has not relied on nor shall have any remedy in respect of, any statement or representation made by or on behalf of the Landlord.
- 32.3 Nothing in this lease constitutes or shall constitute a representation or warranty that the Property or the Retained Parts may lawfully be used for any purpose allowed by this lease.
- 32.4 Nothing in this clause shall, however, operate to limit or exclude any liability for fraud.

33. Notices, consents and approvals

- 33.1 Except where this lease specifically states that a notice need not be in writing, or where notice is given in an emergency, any notice given pursuant to this lease shall be in writing.
- 33.2 A written notice shall be delivered by hand or sent by pre-paid first class post or recorded delivery. A correctly addressed notice sent by pre-paid first class post shall be deemed to have been delivered at the time at which it would have been delivered in the normal course of the post.
- 33.3 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this lease.
- 33.4 Where the consent of the Landlord is required under this lease, a consent shall only be valid if it is given by deed, unless:
 - (a) it is given in writing and signed by a person duly authorised on behalf of the Landlord; and
 - (b) it expressly states that the Landlord waives the requirement for a deed in that particular case.

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

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

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

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

34. Governing law and jurisdiction

34.1 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.

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

35. Exclusion of sections 24-28 of the LTA 1954

35.1 The parties confirm that:

(a) the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy created by this lease, before this lease was entered into a certified copy of which notice is annexed to this lease;

(b) Karen Hansen who was duly authorised by the Tenant to do so made a statutory declaration dated 20th May 2011 in accordance with the requirements of section 38A(3)(b) of the LTA 1954 a certified copy of which statutory declaration is annexed to this lease; and

(c) there is no agreement for lease to which this lease gives effect.

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

36. 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 it by virtue of the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

37. Landlord and Tenant (Covenants) Act 1995

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

IN WITNESS WHEREOF this document has been executed and delivered on the date first stated above.

Executed as a deed by
affixing the common seal
of The Corporation of
Waltham Forest College
in the presence of:



A handwritten signature in black ink, appearing to be "D. J. ...", written over a horizontal line.

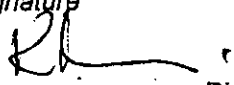
Signature of Member

A handwritten signature in black ink, appearing to be "A. ...", written over a horizontal line.

Signature of Member

\Counterpart

Executed as a deed by
The Community Pool
C. I.C. acting by:

<p>Signature</p>  <p>Director</p>
--

Annexure 1

Pool Management Policy

1. General

- 1.1 The Landlord and the Tenant recognise that the infrastructure of the Property and the Service Media serving the Property including the operating plant is now aged and there can be no guarantee that there will not be breakdowns which could mean that the Property is taken out of use. The Landlord will use reasonable endeavours support the Tenant in seeking sponsorship and other sources of funding so as to improve the infrastructure and plant but both parties acknowledge that such income may not be forthcoming from third parties and the Tenant acknowledges that the Landlord is not in a position to provide financial contributions or resources towards the operation of the swimming pool or its ancillary functions.
- 1.2 The Tenant shall be responsible for operational management of the Property including pool maintenance and hiring to users.
- 1.3 The Tenant will ensure that an up to date timetable is provided to the Landlord.

2. Health and Safety

- 2.1 The Tenant shall be responsible for ensuring that all groups using the Property provide appropriate staff cover (including CRB clearance where necessary), proof of appropriate insurance and have mechanisms in place to deal with incidents of bullying or harassment
- 2.2 The Tenant shall ensure that accidents and incidents are recorded using the Landlord's procedures. The Landlord will keep the Tenant informed as to these procedures.
- 2.3 The Tenant shall ensure that an emergency evacuation procedure agreed with the Landlord is in place for the Property and that the procedure is reviewed at least annually.
- 2.4 The Tenant shall ensure that the use of any IT systems at the Property will reflect the Landlord's approach to prohibiting access to inappropriate internet sites and the use of email for inappropriate purposes having due regard to its policies and procedures associated with health and safety.
- 2.5 Every pool operator is responsible for health and safety. The Health Safety & Welfare at Work Act 1974, the Management of Health and Safety at Work Regulations 1999 and other similar legislation place general obligations on pool operators. The Health & Safety Executive Guidance HSG179, paragraphs 16-41 deal with the general legislation which all pool operators need to be aware of. (A copy of HSG179 is available from the College Health & Safety Manager on request).
- 2.6 Where two or more employers share a workplace (whether on a temporary or a permanent basis) each such employer shall:
 - (a) co-operate with the other employers concerned so far as is necessary to enable them to comply with the requirements and prohibitions imposed upon them by or under the relevant statutory provisions and by Part II of the Fire Precautions (Workplace) Regulations 1997;

- (b) (taking into account the nature of his activities) take all reasonable steps to co-ordinate the measures he takes to comply with the requirements and prohibitions imposed upon him by or under the relevant statutory provisions and by Part II of the Fire Precautions (Workplace) Regulations 1997 with the measures the other employers concerned are taking to comply with the requirements and prohibitions imposed upon them by that legislation; and
- (c) take all reasonable steps to inform the other employers concerned of the risks to their employees' health and safety arising out of or in connection with the conduct by him of his undertaking.

This will require the Tenant to:

- (d) Ensure that a suitable and sufficient Normal Operating Procedure (NOP) and Emergency Operating Plan (EAP) are in place prior to use as per the Health & Safety Executive Guidance document HSG179 (A copy is available from the College Health & Safety Manager on request).
- (e) Ensure that a suitable and sufficient Health & Safety Management system is in place for the Premises and that this will be communicated to the Landlord's Health & Safety Manager.
- (f) Ensure that a suitable and sufficient Fire Risk Assessment is in place that will complement the Landlord's Fire Risk Assessment.
- (g) Keep, use and dispose of all hazardous substances safely and in accordance with the policies of the landlord for the time being in force.

3. Access

- 3.1 The Landlord reserves the right to refuse admission to the Estate (which includes the Property) to persons who refuse to comply with the Landlord's general regulations and policies applicable to visitors to the Estate. The Tenant shall co-operate with the Landlord in ensuring that these regulations and policies are observed by users of the Property.
- 3.2 The Tenant will allow the Landlord's employees reasonable access to the shower facilities at the Property during the normal hours of operation of the Property. The Tenant will not be obliged to provide access under this paragraph 3.2 when there are no members of the Tenant's staff at the Property or when it would be inappropriate having regard to the requirements of other users of the shower facilities.

4. Review of policy

- 4.1 This Pool Management Policy shall be reviewed at least annually by the parties and any new statutory requirement that falls upon the parties shall be incorporated into the policy.

Annexure 2

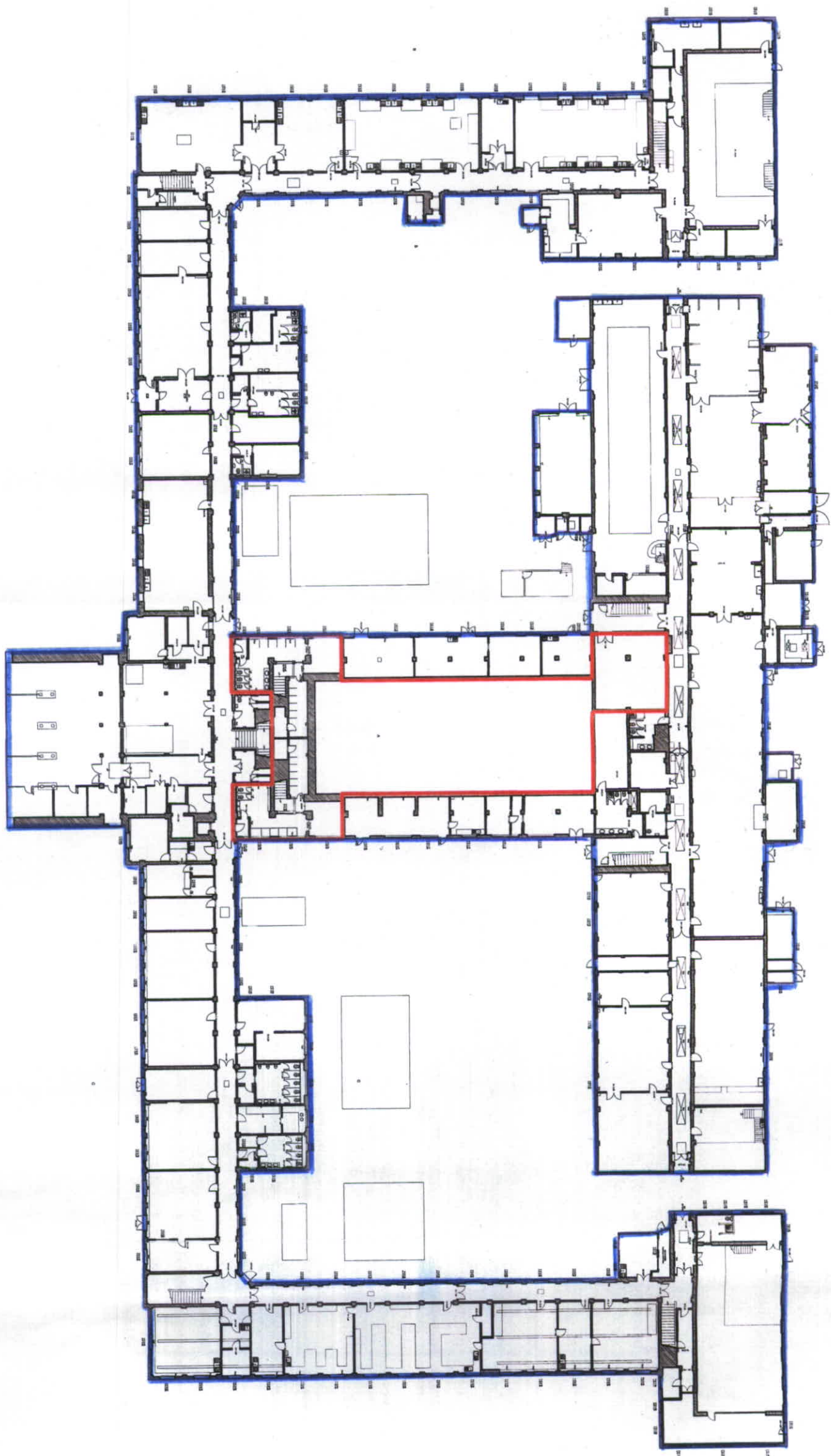
Service Charge Formula

1. The initial service charge shall be £5,000 per calendar month payable on the last day of each month.
2. Either party to this lease may request a review of the service charge for the time being provided that the service charge is reviewed no more frequently than at six monthly intervals or following completion of any item of work designed to reduce utility consumption, whichever shall be the shorter. At any review, the Landlord shall use reasonable endeavours to calculate the utility costs attributable to the carrying out of the Permitted Use at the Property for the six months from the date that the review in question was requested having regard to:
 - (a) any information that it can reasonably obtain as to the utility consumption of the carrying out of the Permitted Use at the Property at the time of the review;
 - (b) the effect of any utility-saving measures that will affect utility consumption by the carrying out of the Permitted Use at the Property;
 - (c) the opinion of any suitably qualified person as to the utility consumption by the carrying out of the Permitted Use at the Property; and
 - (d) any period during which (without fault by the Tenant) the Permitted Use could not be carried out at the Property.

and where the parties cannot agree the utility consumption of the carrying out of the Permitted Use at the Property then they shall jointly appoint an independent person who has been professionally qualified in respect of the subject matter of the dispute or difference for not less than ten years and who is a specialist in relation to such subject matter to act ("the Surveyor") and whose estimate of the said utility consumption shall be conclusive and final.

3. The Surveyor shall be agreed between the parties or failing such agreement be nominated by the president or vice-president or other duly authorised officer of the Royal Institution of Chartered Surveyors on the application of any party at any time:
 - 3.1 the Surveyor shall act as expert and not as an arbitrator and his decision shall be final and binding upon the parties save in the case of manifest error or fraud;

- 3.2. the Surveyor shall consider (inter-alia) any written representations on behalf of any party to the dispute (if made within ten Working Days of receipt of notification of the Surveyor) and counter-representations but shall not be bound them;
- 3.3 the parties shall use all reasonable endeavours to procure that the Surveyor gives his decision as speedily as possible but in any event within 20 Working Days of his appointment;
- 3.4 the costs of appointing the Surveyor and his costs and disbursements in connection with his duties under this agreement shall be shared between the parties in dispute in such proportions as the Surveyor shall determine or in the absence of such determination in equal proportions between them; and
- 3.5 if the Surveyor becomes unable or unwilling to act then the procedure hereinbefore contained for appointment of an Surveyor shall be repeated as often as necessary.
4. The service charge will, from the date upon which the review in question was requested, be the sum as agreed or determined as the cost of the utility consumption in accordance with the provisions of paragraph 2.
5. The Tenant shall pay a pro-rated service charge for any part of a calendar month which falls at the beginning or at the end of the Term.



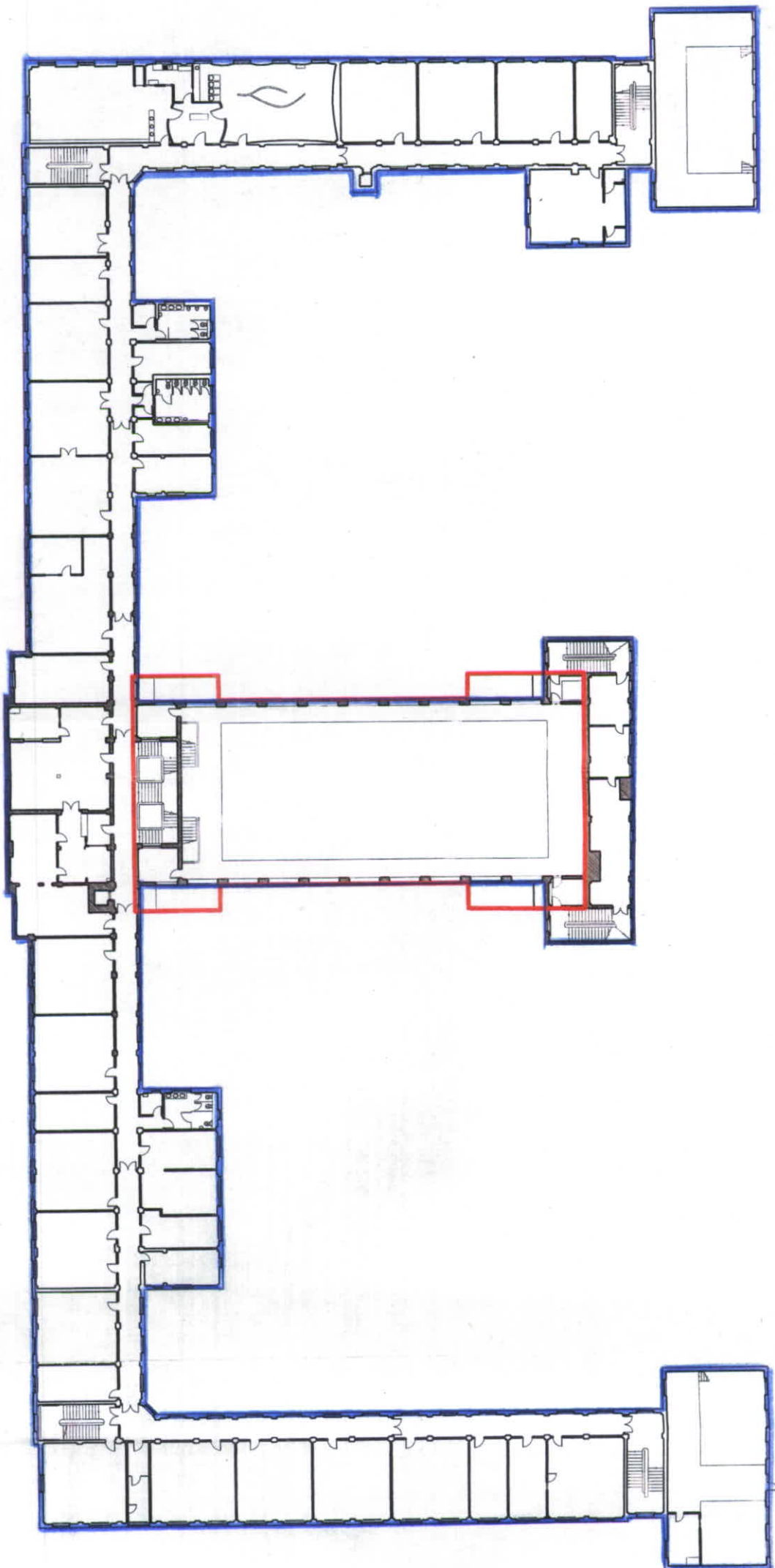
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LEVEL 0 PLAN



PROJECT TITLE			
WALTHAM FOREST COLLEGE - SWIMMING POOL DEMISE			
DRAWING TITLE			
LEVEL 0 PLAN			
PROJECT NO.	DRAWING NO.	REVISION NO.	SCALE
			1:500 @A3

Handwritten notes and signature: *Greenidge*



LEVEL 1 PLAN



PROJECT TITLE			
WALTHAM FOREST COLLEGE - SWIMMING POOL DEMISE			
DRAWING TITLE			
LEVEL 1 PLAN			
PROJECT NO.	DRAWING NO.	REVISION NO.	SCALE
			1:500 @A3