

Dated 11 JULY 2022

FILTON TOWN COUNCIL

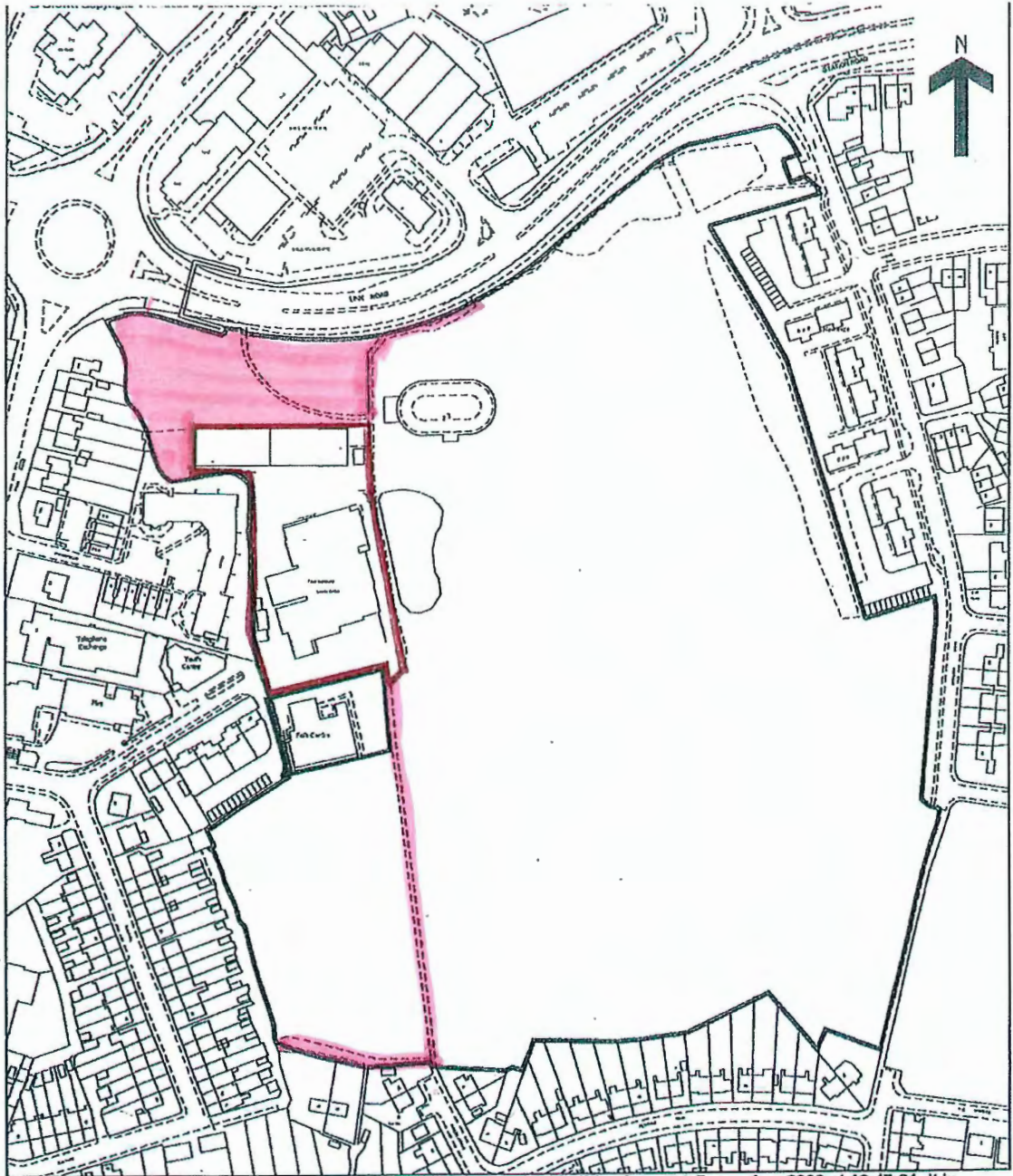
and

ACTIVE NATION UK LTD

**Lease of Filton Sports and Leisure Centre,
Elm Park, Filton, South Gloucestershire BS34 7PS**

LR1. Date of lease	11 JULY 2022
LR2. Title Number(s)	LR2.1 Landlord's title number(s) GR340416 LR2.2 Other title number(s) None
LR3. Parties to this lease	Landlord Filton Town Council Tenant Active Nation UK Ltd (company no 03072216) Other parties None
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. Refer to the definition of Premises in clause 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. Clause 6.10 contains a Charities Act statement 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 ("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.	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 Schedule 2 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 Schedule 1 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 None
LR14. Declaration of trust where there is more than one person comprising the Tenant	None



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DATE 11 JULY 2022

PARTIES

- (1) **Filton Town Council** whose principal office is at Elm Park, Filton, South Gloucestershire BS34 7PS ("Landlord");
- (2) **Active Nation UK Ltd** (company registration number 03072216 registered charity number 10477742) whose registered office is at Unit 1b, Hatton Rock Business Centre, Hatton Rock, Stratford-Upon-Avon, Warwickshire, CV37 0NQ ("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"

Use for the purposes prescribed under the Leisure Agreement;

"Conducting Media"

All pipes, wires, cables, sewers, tanks, cisterns, pumps, ducts, drains and other service conducting media now or at any time during the Term [in, under, over or on the Retained Land and] serving the Premises and other adjoining land whether for gas, foul and surface water drainage, water, electricity, telephone, telecommunications or any other service to the Premises;

"this Lease"

This deed as varied or supplemented by any document which is supplemental to this deed;

"Leisure Agreement"

The leisure operating contract (and any agreement made supplemental to or in variation thereof from time to time) entered on today's date between (1) the Landlord and (2) the Tenant relating to the operation and management of a leisure centre with ancillary uses at the Premises;

"Plan"

The plan annexed;

"Planning Acts"

The planning Acts 1990-2017 including the Town and Country Planning Act 1990 (as amended), the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990 and the Planning (Consequential Provisions) Act 1990 and all secondary legislation including but not limited to the Town and Country (General Permitted Development) (England) Order 2015;

"Premises"

The land and buildings at Filton Sports and Leisure Centre, Elm Park, Filton, South Gloucestershire BS34 7PS shown edged red on the Plan together with all buildings, additions, alterations, improvements, and landlord's fixtures and fittings at the same from time to time as the same forms part of the land registered at the Land Registry under title number GR340416;

"Retained Land"

The adjoining or neighbouring land of the Landlord being the land registered at the Land Registry under title number GR340416 but excluding the Premises;

"Services"

Foul and surface water, drainage, gas, electricity, telephone, telecommunications and other services to or on the Premises and the Retained Land;

"Term"

The term of years from and including the date hereof and terminating on the 31 October 2046 being the Expiry Date as defined in the Leisure Agreement;

"Yearly Rent"

One pound (£1) per annum (if demanded).

2 INTERPRETATION

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

3 DEMISE AND RENT

In consideration of the rents and covenants on the part of the Tenant reserved and contained in this Lease the Landlord DEMISES to the Tenant with full title guarantee ALL THOSE the Premises TOGETHER WITH the rights set out in Schedule 2 EXCEPTING AND RESERVING nevertheless unto the Landlord the rights and matters set out in Schedule 1 TO HOLD the same to the Tenant for the Term but determinable as provided later in this Lease YIELDING AND PAYING the Yearly Rent throughout the Term if and when demanded.

4 TENANT'S COVENANTS

The Tenant covenants with the Landlord as follows:

4.1 To Pay Rent

To pay the Yearly Rent reserved in clause 3.

4.2 Signs

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

4.3 Planning

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

4.4 User

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

4.5 Notices

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

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

4.6 Alienation

Subject to clause 4.6.2:

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

4.7 To Yield Up

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

5 LANDLORD'S COVENANT

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

6 PROVISOS AGREEMENTS AND DECLARATIONS

PROVIDED ALWAYS and it is hereby expressly agreed as follows:

6.1 Remedies

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

6.2 Early Termination of the Term

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

6.3 No implied Rights

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

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

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

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

6.4.1.2 MA Johnson who was duly authorised by the Tenant to do so] made a statutory declaration dated 6 November 2021 in accordance with the requirements of section 38A(3)(b) of the 1954 Act.

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

6.5 Notices

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

6.6 Contracts (Rights of Third Parties) Act 1999

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

6.7 Landlord and Tenant (Covenants) Act 1995

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

6.8 Warranty on Use

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

6.9 Local Authority Landlord's Capacity and Powers

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

6.10 Charities Act

The land transferred by this Lease will be held by Active Nation UK Ltd, a non-exempt charity and the restrictions on disposition imposed by section 117-121 of the Charities Act 2011 will apply to the land (subject to section 117(3) of that Act).

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

SCHEDULE 1

EXCEPTIONS AND RESERVATIONS

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

SCHEDULE 2

RIGHTS GRANTED TO THE TENANT

- 1 The right of support and protection by and from the Retained Land for the Premises and buildings (whether now in existence or erected during the term) situated on the Premises.
- 2 The free and uninterrupted passage and running of Services to and from the Premises in and through the Conducting Media which now are or may at any time hereafter during the Term be in, upon, through, under or over the Retained Land.
- 3 The right for the Tenant and persons authorised by them with or without vehicles to pass over or use the areas shaded pink on the plan for the purposes of access to or egress from the Property in connection with the Authorised Use.
- 4 The right at any time during the Term in accordance with the conditions for such entry included within the Leisure Agreement or otherwise (if no such conditions apply) at reasonable times and after reasonable prior written notice (except in an emergency when no notice shall be required) to enter upon the Retained Land to:
 - 4.1 inspect, maintain, relay, repair, replace or renew or execute any works whatever to or in connection with any of the Conducting Media, easements or Services referred to in paragraph 2 of this Schedule 2;
 - 4.2 carry out any cleaning and or maintenance of the Premises; or
 - 4.3 exercise any of the rights granted or reserved to the tenant by this Lease or the Leisure Agreement,

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

EXECUTED as a deed on behalf of FILTON TOWN COUNCIL

Councillor  D.W. COLLINS

Councillor  A.P. MONK

Witnessed by Proper Officer:

 L.A. RUSSEN

EXECUTED AS A DEED by ACTIVE
NATION UK LTD acting by a Director in the
presence of a witness:

Director 

Witness Signature 

Witness Name MARK JOHNSON.

Witness Address 23 RYLES PARK RD
MACCLESFIELD SK11 8AH.

