

Dated: 22nd November 2006

(1) EAST SUSSEX COUNTY COUNCIL

(2) HASTINGS BOROUGH COUNCIL

LEASE

Relating to

**Multi-use Games Area at The Grove School, Darwell Close,
St Leonards-on-Sea, East Sussex**

East Sussex County Council
Law & Personnel
County Hall
St Anne's Crescent
Lewes
East Sussex
BN7 1SW

Ref:D5C/10582/HN

LR1. Date of lease	:	22nd November 2006
LR2. Title number(s)	:	LR2.1 Landlord's title number(s) <i>Title number(s) out of which this lease is granted Leave blank if not registered</i> ESX32593
	:	LR2.2 Other title numbers <i>Existing title number(s) against which entries of matters referred to in LR9, LR11 and LR13 are to be made</i>
LR3. Parties to this lease <i>Give full names, addresses and company's Registered number, if any, of each of the parties</i> <i>For Scottish companies use a SC prefix and for Limited liability partnerships use an OC prefix</i> <i>For foreign companies give territory in which Incorporated</i> <i>Specify capacity of each party, for example "management company", grantor, etc</i>	:	Landlord EAST SUSSEX COUNTY COUNCIL (Law & Performance Management) of County Hall, St Anne's Crescent, Lewes, East Sussex BN7 1SW
	:	Tenant HASTINGS BOROUGH COUNCIL of Town Hall, Queens Road, Hastings, East Sussex TN34 1QR
	:	Other parties
LR4. Property <i>insert a full description of the land being leased or</i> <i>Refer to the clause, schedule or paragraph of a schedule in this lease in which the land being leased is more fully described</i> <i>Where there is a letting of part of a registered title, a plan must be attached to this lease and any floor levels must be specified</i>	:	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. Multi-use Games Area, The Grove School, Darwell Close, St Leonards-on-Sea, East Sussex shown edged red on the Plan attached hereto ("the Plan") including any flood lights thereon and the lighting columns on the north eastern and south western sides thereof.
LR5. Prescribed statements etc. <i>If this lease includes a statement falling within LR5 1, insert under that sub-clause the relevant Statement or refer to the clause, schedule or paragraph of a schedule in this lease which contains the statement</i>	:	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.
<i>In LR5.2, omit or delete those Acts which do not apply to this lease</i>	:	LR5.2 This lease is made under, or by reference to, Provisions of: (delete as appropriate) Leasehold Reform Act 1967 Housing Act 1985 Housing Act 1988 Housing Act 1996

<p>LR6. Term for which the Property is leased</p> <p><i>Include only the appropriate statement (duly Completed) from the three options</i></p> <p><i>NOTE: The information you provide, or refer to, here will be used as part of the particulars to identify the lease under rule 6 of the Land Registration Rules 2003</i></p>	<p>:</p>	<p>From and including</p> <p>To and including</p> <p>Or</p> <p>The term as specified in this lease at clause/schedule/paragraph</p> <p>Or</p> <p>The term is as follows: 21 years from the 20th day November 2006 subject to the provisions of Clause 5 of the Lease.</p>
<p>LR7. Premium</p> <p><i>Specify the total premium, inclusive of any VAT where payable.</i></p>	<p>:</p>	<p>Nil</p>
<p>LR8. Prohibitions or restrictions on disposing of this lease</p> <p><i>Include whichever of the two statements is appropriate.</i></p> <p><i>Do not set out the wording of the provision.</i></p>	<p>:</p>	<p>This lease contains a provision that prohibits or restricts dispositions.</p>
<p>LR9. Rights of acquisition, etc</p> <p><i>Insert the relevant provisions in the sub-clause, schedule or paragraph of a schedule in this lease which contains the provisions</i></p>	<p>:</p>	<p>LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land</p> <p>On completion of the new Multi Use Games Area and/or access this Lease shall be varied so that the new Multi-Use Games Area and/or access shall replace the existing Demised Premises and/or the Roadway as the case may be or if so required this Lease may be surrendered and a new lease granted on the same terms as this Lease for the term then remaining of this Lease but relating to the new Multi-Use Games Area and access and with such other variations as may be agreed by the parties as appropriate.</p>

	:	<p>LR9.2 Tenant's covenant to (or offer to) surrender this lease</p> <p>On completion of the new Multi Use Games Area and/or access this Lease shall be varied so that the new Multi-Use Games Area and/or access shall replace the existing Demised Premises and/or the Roadway as the case may be or if so required this Lease may be surrendered and a new lease granted on the same terms as this Lease for the term then remaining of this Lease but relating to the new Multi-Use Games Area and access and with such other variations as may be agreed by the parties as appropriate.</p>
	:	<p>LR9.3 Landlord's contractual rights acquire this lease</p> <p>On completion of the new Multi Use Games Area and/or access this Lease shall be varied so that the new Multi-Use Games Area and/or access shall replace the existing Demised Premises and/or the Roadway as the case may be or if so required this Lease may be surrendered and a new lease granted on the same terms as this Lease for the term then remaining of this Lease but relating to the new Multi-Use Games Area and access and with such other variations as may be agreed between the parties as appropriate.</p>
<p>LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property <i>Insert the relevant provisions or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions</i></p>	:	<p>None.</p>
<p>LR11. Easements <i>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements</i></p>	:	<p>LR11.1 Easements granted by this lease for the benefit of the Property</p> <p>Set out in the First Schedule.</p>

	:	<p>LR11.2 Easements granted or reserved by this lease over the property for the benefit of other property.</p> <p>Set out in the Second Schedule.</p>
<p>LR12. Estate rent charge burdening the Property <i>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the rentcharge.</i></p>	:	None.
<p>LR13. Application for standard forms of restriction <i>Set out the full text of the standard form of Restriction and the title against which it is to be Entered. If you wish to apply for more than one Standard form of restriction use this clause to Apply for each of them, tell us who is applying Against which title and set out the full text of the Restriction you are applying for.</i></p> <p><i>Standard forms of restrictions are set out in Schedule 4 to the Land registration Rules 2003</i></p>	:	<p>The Parties to this lease apply to enter the following form of restriction against the title of the Property:</p> <p>No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any Charge is to be registered without a certificate signed on behalf of East Sussex County Council of County Hall, St Anne's Crescent, Lewes, East Sussex. BN7 1SW by an authorised signatory that the provisions of Clause 5.13 have been complied with.</p>
<p>LR14. Declaration of trust where there is more than one person comprising the Tenant</p> <p><i>If the Tenant is one person, omit or delete all the alternative statements</i></p> <p><i>If the tenant is more than one person, complete this clause by omitting or deleting all inapplicable alternative statements</i></p>	:	<p>The Tenant is more than one person. They are to hold the property on trust for themselves as joint tenants.</p> <p style="text-align: center;">OR</p> <p>The Tenant is more than one person. They are to hold the Property on trust for themselves as tenants in common in equal shares.</p> <p style="text-align: center;">OR</p> <p>The Tenant is more than one person. They are to hold the Property on trust [Complete as necessary]</p>

LAND REGISTRY

LAND REGISTRATION ACTS 2002

THIS LEASE is made the 22nd day of November 2006
BETWEEN

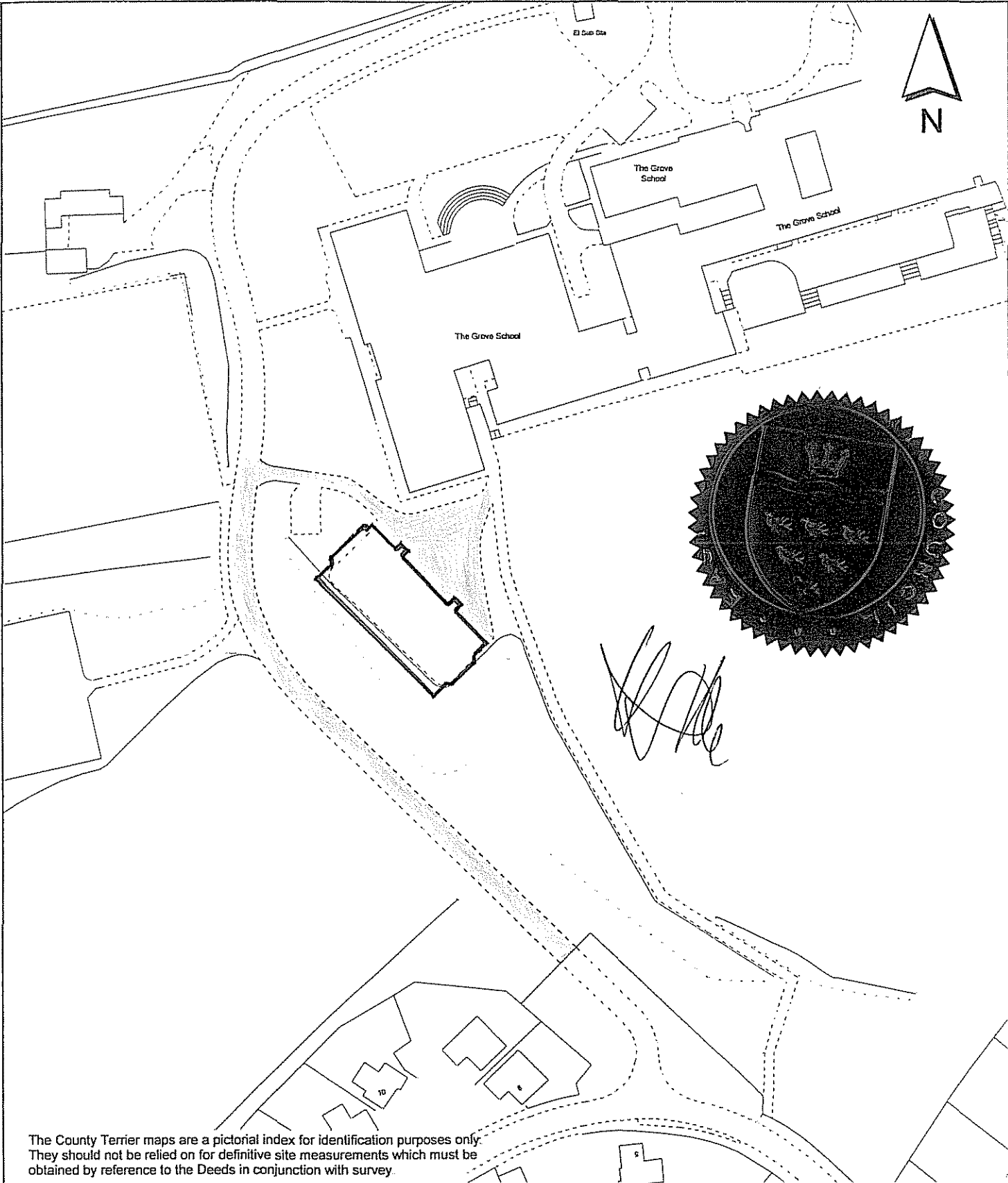
EAST SUSSEX COUNTY COUNCIL (Law & Personnel) of County Hall, St Anne's Crescent, Lewes, East Sussex BN7 1SW (hereinafter called "the Council") of the one part and **HASTINGS BOROUGH COUNCIL** of Town Hall, Queens Road, Hastings, East Sussex TN34 1QR (hereinafter called "the Tenant") of the other part.

1. Definitions

IN this Lease (save where the context otherwise requires) the following expressions shall have the following meanings:

- 1.1.1 "the Director of Law & Personnel" : the Director of Law & Personnel for the time being or any other officer of the Council instructed by them to act as their secretary solicitor or clerk.
- 1.1.2 "the Demised Premises" : Multi-use Games Area, The Grove School, Darwell Close, St Leonards-on-Sea, East Sussex shown edged red on the Plan attached hereto ("the Plan") including any floodlights thereon and the lighting columns on the north eastern and south western sides thereof.
- 1.1.3 "the Initial Rent" : a peppercorn, if demanded.
- 1.1.4 "interest" : the annual rate of four per centum (4%) above the base rate from time to time of the National Westminster Bank plc or such other London clearing bank as the Council shall nominate compounded with rests on each quarter day.
- 1.1.5 "the Permitted Use" : Multi-use Games Area.
- 1.1.6 "the Planning Acts" : the Planning Acts defined in S.336 of the Town and Country Planning Act 1990 and the Planning and Compensation Act 1991 any statutory amendment or re-enactment thereof any Acts replaced thereby and any regulations or orders made respectively thereunder.

Plan Number :



The County Terrier maps are a pictorial index for identification purposes only. They should not be relied on for definitive site measurements which must be obtained by reference to the Deeds in conjunction with survey.



CORPORATE RESOURCES - PROPERTY
ST ANNE'S CRESCENT
COUNTY HALL, LEWES, BN7 1SF

MUGA at The Grove School

J. Jones

Scale 1 : 1250 File :

OS Maps : TQ7810NW TQ7810NE TQ7810SW TQ7810SE

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- 1.1.7 "the Roadway" : the Roadway leading from Darwell Close over the route shown coloured brown on the Plan or such reasonable viable variation thereof as may be notified by the Council to the Tenant on 12 months prior written notice.
- 1.1.8 "the School" : The Grove School, Darwell Close, St Leonards-on-Sea, East Sussex
- 1.1.9 "School Hours" : the hours of 8.00am to 4.00pm Monday to Friday inclusive during school terms only but excluding Bank Holidays.
- 1.1.10 "the Term hereby granted" : the Term described in clause LR6.

2. Interpretation

IN the interpretation of this Lease:

2.1 "the Council" includes the person for the time being entitled to the reversion immediately expectant on the termination of the term hereby granted.

2.2 "the Tenant" includes the assigns and successors in title of the Tenant and the person in whom for the time being the Demised Premises are vested for the term hereby granted.

2.3 whenever the Demised Premises are vested in more than one person for the term hereby granted every covenant on the part of the Tenant herein contained shall be deemed to be made jointly and severally by those persons.

2.4 words importing the singular number only include the plural number and vice versa.

2.5 words importing the male gender include the female or neuter gender and vice versa.

2.6 a reference to a statute shall refer to the statute as amended at the date of this Lease and shall include any subsequent statutory amendment or re-enactment thereof.

2.7 any covenant by any party not to do any act or thing shall be deemed to include a covenant not to suffer or permit the doing of that act or thing.

2.8 any reference to the doing or permitting of any act or thing by the Council shall be deemed to include the doing or permitting of that act or thing by the agents workmen and servants of the Council or any other employee or agent of any contractor engaged by the Council.

2.9 the clause and paragraph headings in this Lease are for convenience only and shall not affect the construction of this Lease and in this Lease references to clauses and schedules are to clauses and schedules of this Lease.

3. DEMISE

3.1 THE Council hereby demises unto the Tenant ALL THAT the Demised Premises TOGETHER WITH the rights set out in the First Schedule BUT EXCEPT AND RESERVING unto the Council its successors in title and its lessees licensees owners and occupiers for the time being of adjacent and neighbouring land (in common with the Tenant where appropriate) such of the rights set out in the Second Schedule as have been enjoyed over the Demised Premises by adjacent and neighbouring property and the occupier thereof TO HOLD the same unto the Tenant for the term hereby granted

YIELDING AND PAYING to the Council:-

3.2.1 the yearly rent of a peppercorn if demanded.

4. NOT USED.

5. TENANTS COVENANTS

THE Tenant covenants with the Council as follows:-

5.1 Rent

To pay during the term hereby granted and during any statutory extension thereof the rent hereby reserved on the days and in the manner aforesaid.

5.2 Outgoings

5.2.1 To pay and discharge a fair proportion according to use of all present and future rates taxes duties and outgoings of an annual or recurring nature which are now or which shall at any time during the term hereby granted be taxed charged rated assessed or imposed upon or payable or performable in respect of the Demised Premises or any part thereof or upon the owner or occupier in respect thereof PROVIDED THAT the Tenant shall not be liable to pay any taxes and/or assessments in respect of any dealings with the reversion expectant on the termination of this Lease and/or in respect of the granting of this Lease except Stamp Duty and Value Added Tax (if demanded)

5.2.2 At all times during the term hereby granted to pay and indemnify the Council against a rateable or due proportion according to use (to be determined by the Council's surveyor) of any rates taxes duties impositions charges assessments and outgoings of an annual or recurring nature which are now or may at any time hereafter be assessed charged or imposed upon the Demised Premises or any part thereof together with the whole or any part of any other property or upon the

respective owners or occupiers of the Demised Premises or any part thereof and of the whole or any parts of any other property PROVIDED THAT the Tenant shall not be liable to pay any taxes and/or assessments in respect of any dealings with the reversion expectant on the termination of this Lease and/or in respect of the granting of this Lease except Stamp Duty and Value Added Tax (if demanded).

5.2.3 To pay to the suppliers all charges for electricity consumed or used at the Demised Premises (including meter rents) and to indemnify the Council against a fair proportion of all additional charges for drainage and other services consumed or used at or in relation to the Demised Premises (including meter rents).

5.3 Good Repair

5.3.1 Except for repairs to the Demised Premises required as a direct result of use by the School (which shall be the responsibility of the Council) to keep the whole of the Demised Premises including all fences and lighting in sufficient repair and condition as to be suitable for its use as a Multi-use Games Area and to yield up the same and all fixtures annexed thereto in such repair and condition to the Council on the termination of the term hereby granted howsoever determined.

5.3.2 To carry out regular inspections of the Demised Premises and carry out all works shown to be necessary in order to ensure the Demised Premises meet health and safety requirements and are suitable for use as a Multi-use Games Area.

5.3.3 To take all reasonable steps to ensure the Demised Premises are in a fit condition for use during School Hours and to provide the Landlord and the School with contact details including a telephone number of a representative or agent of the Tenant to whom to report if the Demised Premises require clearing or cleaning following use by the Tenant or its licensees.

5.4 Party Structures and Exclusive Facilities

Without prejudice to the generality of any other covenant by the Tenant to contribute on demand by the Council a fair proportion according to use of the cost of repairing maintaining cleansing and renewing drains and pipes used by the occupier of the Demised Premises in common with the occupier of any other property such fair proportion to be determined by the Council's surveyor acting reasonably and to pay to the Council on demand a fair proportion according to use of all the cost of repairing maintaining cleansing and renewing all sewers drains and pipes used solely by the occupier of the Demised Premises.

5.5 Entry by the Council

To permit the Council or any person authorised by it with workmen and any others to enter the Demised Premises at any reasonable time on at least two days' notice (or without notice in an emergency) for any or all the following purposes:-

5.5.1 repairing maintaining cleansing or renewing any adjoining or neighbouring property or any sewers pipes or wires serving the same.

5.5.2 Viewing the condition and state of repair of the Demised Premises and thereupon the Council may serve upon the Tenant notice in writing specifying any repairs and works necessary to be done and for which the Tenant is liable and require the Tenant within three months or sooner if requisite to execute the same and if the Tenant shall not within one month after service of such notice or sooner if requisite proceed diligently with the execution of such repairs and complete the same within the space of three calendar months from the date of the notice or sooner if requisite or if the Tenant shall fail to execute works under Clause 5.5.2 hereof then (without prejudice to any other rights of the Council under this Lease) in any of such cases to permit the Council to enter upon the Demised Premises and execute such repairs and works and the cost thereof shall be a debt due from the Tenant to the Council.

5.5.3 Complying with any of the Council's obligations under this Lease.

5.6 Alterations

Not to make or permit any alterations or additions to the Demised Premises or not to make any changes in the external appearance of the Demised Premises PROVIDED THAT the Tenant may make non structural alterations for which it has obtained the Council's prior written consent such consent no to be unreasonably withheld or delayed.

5.7 Protection of Insurance

Not knowingly to do or permit to be done anything that will or may render void or voidable any policy of insurance covering the Demised Premises or increase the premium payable thereon.

5.8 User

Not to use or permit the use of the Demised Premises or any part thereof otherwise than for the Permitted Use and at all times to comply with the use conditions set out in the Third Schedule.

5.9 Unauthorised Use

Not to use or permit the use of the Demised Premises or any part thereof for any dangerous offensive noxious noisome illegal or immoral activity or for any sale by auction or in any manner that may be or become a nuisance or annoyance to the Council or to the owner or occupier of any neighbouring premises.

5.10 Statutory Provisions

5.10.1 At all times to observe and comply with the provisions of or imposed under any statute licence or registration regulating or permitting the Tenant's use of the Demised Premises for the purpose for which they are for the time being used and the requirements of any competent authority in that connection and at the expense of the Tenant to do all that is necessary to obtain maintain and renew all licences and registrations required by law for the use of the Demised Premises for that purpose.

5.10.2 To comply promptly and at the cost of the Tenant with all orders notices regulations or requirements of any competent authority pursuant to any statute requiring any alteration addition modification or other work on or to the Demised Premises and forthwith to notify the Council of the receipt by the Tenant of any such notice regulation or requirement and deliver to it a copy thereof.

5.11 Planning Requirements

5.11.1 At all times to comply with the requirements of the Planning Acts insofar as they affect the Demised Premises.

5.11.2 Not without the prior written consent of the Council to apply for permission to carry out on the Demised Premises any development requiring permission under the Planning Acts save for an extension of time in the hours of use to 10.00pm every evening.

5.11.3 Not without the prior written consent of the Council to implement any planning permission relating to the Demised Premises save that the permission obtained for the Permitted Use shall not be breach of this clause.

5.11.4 To comply with the conditions attached to any temporary planning permission that the Council or the Tenant has implemented and which are intended to be complied with when the Demised Premises cease to be used in accordance with that planning permission even though the period for which the permission was granted extends beyond the date of termination of this Lease.

5.11.5 Forthwith upon receipt of any notice relating to the development of the Demised Premises or any neighbouring property to deliver a copy thereof to the Council and if so required by the Council to join with the Council at the expense of the Council in making representation concerning the same.

5.11.6 Whenever required to permit the Council to enter upon the Demised Premises to comply with any requirement lawfully made of it under the Planning Acts by any competent authority notwithstanding that any action reasonably necessary for compliance interferes with the Tenant's enjoyment of the Demised Premises.

5.12 Advertisements

Not to display any notices or advertisements on the exterior of the Demised Premises or within the Demised Premises and visible from outside except a reasonable announcement of the name and business of the Tenant and a notice board for management information to which the Council has given prior written consent (such consent not to be unreasonably withheld).

5.13 Alienation

5.13.1 Not to assign demise underlet or otherwise part with possession of the whole or any part of the Demised Premises or to share occupation of the whole or any part thereof for all or any part of the term hereby granted other than to a similar body carrying on either the function of a local authority or under a management contract PROVIDED THAT the Tenant has given prior written notice thereof to the Council and PROVIDED FURTHER THAT any external bookings at the Demised Premises shall not be deemed to be a breach of this Lease.

5.14 Prospective sales of freehold interest

5.14.1 To permit any prospective dealer in the Council's interest in the Demised Premises or during the last year of the term hereby granted any prospective tenant to inspect the Demised Premises on giving reasonable prior notice and presenting a written authority from the Council's surveyor.

5.14.2 During the last year of the term hereby granted to permit the Council to erect and display on the Demised Premises a board announcing that the same are for sale or to let PROVIDED THAT it does not impede the reasonable conduct of the business of the Tenant on the Demised Premises.

5.15 Costs

5.15.1 To pay all costs (including solicitors' costs and surveyors' fees) incurred by the Council of and incidental to the preparation and service of:-

5.15.1.1 a notice under Section 146 of the Law of Property Act 1925 notwithstanding that forfeiture is avoided otherwise than by order of the court.

5.15.1.2 a schedule of dilapidations recording breaches of the Tenant's covenant to yield up the Demised Premises in repair at the termination of the term hereby granted.

5.16 Indemnity

Except so far as may be insured against by the Council under the terms of this Lease to keep the Council fully and effectively indemnified against all liabilities costs claims proceedings actions and expenses arising through the use or occupation of the Demised Premises or the execution of any works upon the Demised Premises or the state and condition of the Demised Premises or any act or default of the Tenant or its agents employees or visitors and whether in respect of any injury to or

the death of any person or damage to any property moveable or immovable or the infringement disturbance or destruction of any right or easement or otherwise except only insofar as the same may arise during School Hours and to carry insurance to support such indemnity in the minimum sum of ten million pounds (£10,000,000) or such higher sum as the Council may from time to time reasonably require.

6. COUNCIL'S COVENANTS

THE Council covenants with the Tenant while the immediate reversion to the term hereby granted is vested in it as follows:-

6.1 Quiet Enjoyment

That so long as the Tenant is not in breach of any of his obligations hereunder he shall be entitled peaceably and quietly to hold and enjoy the Demised Premises without any lawful interruption by the Council or any person claiming under or in trust for the Council or by title paramount.

6.2 To carry out any repairs to the Demised Premises which occur or are required as a direct result of the use of the Demised Premises by the school and the Tenant hereby specifically consents to the Council having access to the Demised Premises for that purpose outside School Hours on reasonable notice (except in emergency, when no notice shall required).

7. AGREEMENTS AND DECLARATIONS

PROVIDED ALWAYS AND IT IS AGREED AND DECLARED as follows:-

7.1 Re-Entry

If the Tenant has failed to observe or perform any of the Tenant's covenants herein contained then and in any such case the Council may re-enter upon the Demised Premises or any part thereof in the name of the whole and thereupon the term hereby granted shall absolutely determine but without prejudice to any claim by the Council against the Tenant for any antecedent breach of any of the covenants herein contained.

7.2 Frustration

If at any time the Demised Premises or any part thereof are unsuitable for any authorised use to which the Tenant normally puts them by reason of damage to the Demised Premises any part thereof the means of access thereto or any essential services therefor caused by any of the Insured Risks then for a maximum period of three years the running costs hereby reserved or an appropriate proportion thereof shall cease to be payable and any costs paid in advance for a period to which this sub-clause applies or an appropriate proportion thereof shall be repaid And any dispute as to the application of this clause shall be determined by arbitration.

7.3 VAT

Any sums payable hereunder by the Tenant shall be deemed to be exclusive of value added tax and the amount of any such tax payable thereon (whether by the Tenant or by the Council) shall be paid by the Tenant to the Council.

7.4 Disputes Resolution

7.4.1 The parties will use all reasonable endeavours to resolve by agreement any dispute, difference or question between them with respect to any matter or thing arising out of or relating to this Lease, including a reference to conciliation by an independent person to be agreed between the parties, or in the case of failure to agree, by a representative of a professional body appropriate in the circumstances of the case. Such an independent person shall be given all information and assistance by the parties in carrying out his duties, and may be given by agreement between the parties the duty to recommend or approve terms of settlement between the parties.

7.4.2 Any dispute, difference or question between the parties to this Lease with respect to anything within the expertise of a technical or professional expert arising out of or relating to this Lease which cannot be resolved under Clause 7.4.1 shall at the instance of either party be referred to a person agreed between the parties or, in default of agreement, within seven days notice from either party calling on the other so to agree, to a person chosen on the application of either party by the President for the time being of the appropriate technical association or professional body having the appropriate expertise. In the case of a dispute relating to relocation under clause 8 it is agreed that the appropriate body shall be the Institute of Leisure & Amenity Management or its successor body exercising similar functions.

7.4.3 Such person shall be instructed to reach his decision as soon as reasonably practicable. Such a person shall be appointed as expert and not as arbitrator and his decision shall be final and binding. The costs of such expert shall be borne equally by the parties unless the expert shall decide one party is acting or has acted unreasonably, in which case he shall have discretion as to costs. Each party shall bear its own costs.

7.4.4 If there is any dispute, difference or question between the parties to this Lease with respect to any matter or thing arising out of or relating to this Lease which cannot be resolved by negotiation or conciliation under Clause 7.4.1 but is not within the scope of Clause 7.4.2 including a dispute as to whether any such dispute, difference or question does fall within the said scope the parties shall attempt to settle it by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure.

7.5 Notices

Any demand for payment or notice requiring to be made upon or given to the Tenant shall be well and sufficiently made or given if sent by registered letter post or the recorded delivery service addressed to the Tenant at the the address at the front of this Lease or such other address as shall have been previously notified to the Council in writing (including for the purposes of the Landlord and Tenant Act 1987) requiring to be given to the Council (not including its assigns) shall be well and sufficiently given if sent by the Tenant by registered post or the recorded delivery service addressed to the Council at their offices in Law & Personnel of County Hall St Anne's Crescent Lewes East Sussex BN7 1SW or left for the Council at their office aforesaid and that any demand or notice sent by registered post or the recorded delivery service in either case shall be assumed to have been delivered in the usual course of post.

7.6 Exclusion Declaration

The Council has served a notice dated *28th March 2006* and the Tenant has made a declaration dated *17th November 2006* in accordance with the procedure set out in the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 confirming the Tenant will not have security of tenure under the provisions of Sections 24 to 28 of the Landlord and Tenant Act 1954.

7.7 Compensation

Subject to the provisions of sub-section (2) of Section 38 of the Council and Tenant Act 1954 neither the Tenant nor any assignee or underlessee of the term hereby granted or of the Demised Premises or any part thereof shall be entitled on quitting the Demised Premises or any part thereof to any compensation under section 37 of the same Act (as amended by the Law of Property Act 1969) or under any corresponding provision in any Act amending or replacing the same.

7.8 Avoidance of Waiver

Notwithstanding that rent or any other sum under this Lease shall be accepted or demanded by the Council or the Council's agent with knowledge of a breach of any of the covenants on the part of the Tenant herein contained the Council shall in no such event be taken to have waived any right to re-enter the Demised Premises and forfeit this Lease or otherwise enforce any breach of any covenant in this Lease and the Tenant shall not in any proceedings by the Council for forfeiture or other remedy or in any proceedings by the Tenant for relief from forfeiture or for any other relief whatever be entitled to rely upon any such acceptance or demand as aforesaid as a defence to such Council's proceedings or as grounds for making or in furtherance or support of such Tenant's proceedings (as the case may be).

7.9 Exclusion of warranty of fitness

Neither the granting of this Lease nor any provision herein contained shall operate or be construed as warranting that the use to which the Tenant proposes now or hereafter to put the Demised Premises or any use to which (whether subject to conditions or not) he may be at liberty or may be required under the provisions of this Lease to put the Demised Premises is or may be or become legally permitted under the provisions of the Planning Acts or otherwise and the Office Shops and Railway Premises Act 1963 the Health and Safety at Work etc. Act 1974 and the Fire Precautions Act 1971.

7.10 This Lease is executed by the Council as freeholders of the Demised Premises and nothing herein contained shall be deemed to affect the powers authorities and rights of the Council as a local authority or as owners of any other property.

8. RELOCATION

In the event that the School or a substantial part of it is to be redeveloped or relocated :

8.1 The Council shall consult with the Tenant by first giving to the Tenant at least 3 months notice in writing indicating that the Council is considering the implementation of alternative locations for the Multi-Use Games Area and or access thereto.

8.2. Once the initial notice period has expired the Council may serve 12 month's prior written notice on the Tenant specifying a viable alternative location for the Multi-use Games Area and/or the access thereto.

8.3 The Council shall in making its decision use its reasonable endeavours to satisfy the requirements of any reasonable requests by Sport England or the Tenant or any successor body to either of them in relation to the alternative viable locations.

8.4 The Council shall bear all costs of construction of any such replacement Multi-Use Games Area and/or including access thereto which costs for the avoidance of doubt shall include providing a suitable alternative site already in the ownership of the Council.

8.5 The Council shall use reasonable endeavours to provide the new Multi-Use Games Area before closure of the existing one and if that is not possible shall use reasonable endeavours to limit to 6 months the period during which the Multi-Use games Area is not available for use, and in the event that there is a period in which the Multi-Use Games Area is not available for use due to the relocation an equivalent period shall be added to the end of the term of this Lease

8.6 The new Multi-Use Games Area shall be constructed to the current specification, such specification shall be adjusted as shall reasonably be necessary

to meet both statutory and Sport England standards at the time of relocation in order for it to be used as a Multi-Use Games Area.

8.7 On completion of the new Multi Use Games Area and/or access this Lease shall be varied so that the new Multi-Use Games Area and/or access shall replace the existing Demised Premises and/or the Roadway as the case may be or if so required this Lease may be surrendered and a new lease granted on the same terms as this Lease for the term then remaining of this Lease but relating to the new Multi-Use Games Area and access and with such other variations as may be agreed between the parties as appropriate.

8.8 Repayment

In the event that relocation is not possible or an alternative site fails to be agreed or determined by the dispute resolution procedure the Council shall repay to the Tenant a reducing proportion of the capital cost incurred by the Tenant in the original construction of the MUGA. This repayment will be reduced by 1/21st (4.76%) for every complete year that the MUGA has been in operation since the start of this Lease and by a pro-rata amount for any period of less than 1 year.

9. Contracts (Rights of Third Parties) Act 1999

None of the provisions of this Lease shall operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Lease except that a person who is the permitted successor to or assignee of the rights of a party is deemed to be a party to this Lease. This Lease may be rescinded or varied without the consent of or the need to give any notice to any person not a party to it.

IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Tenant has hereunto set his hand the day and year first before written.

THE FIRST SCHEDULE Rights granted to the Tenant

1. ALL rights of water air drainage passage of gas and electricity and support TOGETHER WITH the right to use and maintain the sewers drains pipes conduits and wires therefore.
2. A right of way at all reasonable times and for all purposes connected with the Permitted Use of the Demised Premises with or without vehicles over the Roadway.
3. The right to enter on the adjoining property of the Landlord on two weeks prior notice in writing (except in emergency) so far as reasonably necessary to maintain, renew and repair the Demised Premises and any services thereto and subject to obtaining the prior written consent of the Landlord not

to be unreasonably withheld or delayed to connect into an existing surface water drain of the Landlord.

THE SECOND SCHEDULE
Rights reserved to the Council

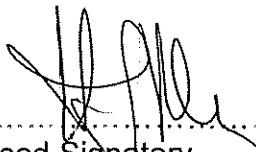
1. ALL rights of way water air drainage passage of gas and electricity and support TOGETHER with the right to use and maintain the sewers drains pipes conduits and wires therefor.
2. The right at any time and from time to time hereafter to build upon and use any of its adjoining or neighbouring lands and rebuild or alter any of the buildings now or hereafter to be erected thereon according to such plans (whether as to height extent or otherwise) and in such manner as they deem fit notwithstanding any interference thereby occasioned to the access of light and air to the Demised Premises or any buildings now or hereafter to be erected on the site thereof.
3. The right of support and shelter and all other easements and rights and quasi-rights and quasi-easements and quasi-rights now or hereafter belonging to or enjoyed by all adjacent or neighbouring land or buildings.
4. All mines and minerals (including sand and gravel) in under or upon the Demised Premises.
5. The exclusive right to use the Demised Premises during School Hours.

THE THIRD SCHEDULE
USE CONDITIONS

1. Not to use the Demised Premises during School Hours.
2. Not to use the Demised Premises after 9.00pm on any evening except with the Council's prior written consent which may be applied for on an annual basis in advance and permission is hereby granted for use until 10.00pm for the first year of this Lease and thereafter in accordance with the times permitted by such planning consent in force from time to time and the Council's consent may be assumed to continue in the absence of one month's prior written notice to the contrary.
3. Not to use the floodlights or permit them to be used and to prevent their operation after 9.00pm on any evening except with the prior written consent of the Council which may be applied for annually in advance and the Council hereby consents to the use of the floodlights up until 10.00pm for the first year of this Lease and thereafter in accordance with such consent in force from time and the Council's consent may be assumed to continue in the absence of one month's prior written notice to the contrary.
4. At all times to comply with all statutory obligations and planning conditions relating to the use by the Tenant of the Demised Premises.

4. At all times to comply with all statutory obligations and planning conditions relating to the use by the Tenant of the Demised Premises.
5. To comply with any other reasonable rules and regulations as to the use of the Demised Premises which do not conflict with the Permitted Use made by the Council and notified to the Tenant in writing.

THE COMMON SEAL of EAST SUSSEX)
 COUNTY COUNCIL was affixed to)
 this DEED in the presence of:-)



 Authorised Signatory



THE COMMON SEAL of HASTINGS)
 BOROUGH COUNCIL was affixed to this)
 DEED in the presence of:-)



 Authorised Signatory

