

DATE

LANDLORD

OF _____

TENANT

LETS TO
(e.g.) **THE**
(A COMPANY LIMITED BY GUARANTEE)

SAILING CLUB

or (e.g.) JOHN SMITH of
WILLIAM JONES of
EDWARD ROBERTS of

TRUSTEES OF THE
(AN UNINCORPORATED ASSOCIATION)

SAILING CLUB,

Name of land area

THE PROPERTY KNOWN AS _____

WHICH INCLUDES THE NON-EXCLUSIVE USE OF _____

Name of water

FOR THE PERIOD OF _____ STARTING ON _____

FOR USE FOR THE PURPOSE OF A NON PROFIT MAKING
MEMBERS' SAILING CLUB

RENT
BOAT FEE (if any)

THE TENANT PAYING THE LANDLORD RENT AT THE RATE OF _____

AND _____ PER BOAT (UNDER CLAUSE 8)

RENT DAYS

ON _____

RENT REVIEW
DATES

THE RENT MAY BE VARIED (UNDER CLAUSE 8) WITH EFFECT
FROM EVERY FIFTH ANNIVERSARY OF THE START OF THE
LEASE PERIOD.

Tenant's Obligations

1. The Tenant will pay the Landlord.
 - 1.1 The Rent.
 - 1.2 A fair proportion (decided by an independent surveyor nominated by the Landlord) of the cost of maintaining any roads, fences, drains, or structures used or shared with other property.
 - 1.3 The cost of any works to the property which the Landlord does after the Tenant defaults.
 - 1.4 The costs and expenses (including professional fees) which the Landlord incurs in:
 - (a) dealing with any application by the Tenant for consent or approval, whether or not it is given;
 - (b) preparing and serving a notice of a breach of the Tenant's obligations, under Section 146 of the Law of Property Act 1925, even if forfeiture of this lease is avoided without a court order;
 - (c) preparing and serving schedules of dilapidations either during the lease period or recording failure to give up the property in the appropriate state of repair when this lease ends.
 - 1.5 Interest at the Law Society's interest rate on any of the above payments when more than 14 days overdue, to be calculated from its due date, and in making payment under this clause
 - (a) subject to Clause 10 hereof nothing is to be deducted or set off
 - (b) any value added tax payable is to be added, provided that the Landlord agrees not to elect to account for VAT on the rent unless failure to do so would result in unreasonable financial loss to the Landlord.
2. The Tenant is also to make the following payments, with value added tax where payable:-
 - 2.1 All periodic rates, taxes and outgoings relating to the property, including any imposed after the date of this lease (even if of a novel nature), to be paid promptly to whom they are due.
 - 2.2 The cost of the grant, renewal or confirmation of any licence or registration for using the property for the use allowed, to be paid promptly to the appropriate authority when due.
 - 2.3 A registration fee of £20 for each document which this lease requires the Tenant to register, to be paid to the Landlord when presenting the document for registration.

Use

3. The Tenant is to comply with the following requirements as to the use of the property and any part of it and is not to authorise or allow anyone else to contravene them.
 - 3.1 To use the property, except any residential accommodation, only for the use allowed, which may include the use of caravans and tents by members, bona fide visiting competitors and their families for not more than 28 days in any calendar year.
 - 3.2 Not to do anything which might invalidate any insurance policy covering the property or which might increase the premium.
 - 3.3 Not to hold any auction sale at the property except for the purposes of selling second hand or abandoned boats, sailing clothing or sailing equipment.
 - 3.4 Not to use the property for any activities which are dangerous, offensive, noxious, illegal or immoral, or which are or may become a nuisance or annoyance to the Landlord or to the owners or occupiers of any neighbouring property.

- 3.5 Not to display any advertisements on the outside of the property or which are visible from the outside unless the Landlord consents (and the Landlord is not entitled to withhold that consent unreasonably) except for the purposes of advertising sailing school or social events at the club.
- 3.6 Not to overload the floors or walls of the property.
- 3.7 To comply with the terms of every Act of Parliament, order, regulation, byelaw, rule, licence and registration authorising or regulating how the property is used, and to obtain, renew, and continue any licence or registration which is required.

Access

4. The Tenant is to give the Landlord, or anyone authorised by him in writing, access to the property for the following purposes:
 - 4.1 inspecting the condition of the property or how it is being used;
 - 4.2 doing works which the Landlord is permitted to do under Clause 5.5(c);
 - 4.3 complying with any statutory obligation;
 - 4.4 viewing the property as a prospective buyer or mortgagee or, during the last six months of the lease period, as a prospective tenant;
 - 4.5 valuing the property;
 - 4.6 inspecting, cleaning or repairing neighbouring property, or any sewers, drains, pipes, wires, cables serving neighbouring property;
 - 4.7 such access to be on seven days' written notice except in emergency, during the normal opening hours of the club except in emergency;
 - 4.8 and the Landlord is promptly to make good all damage caused to the property and any goods there in exercising these rights.

Condition¹

5. The Tenant is to comply with the following duties in relation to the property:-
 - 5.1 to maintain the state and condition of the property and all the boundary fences and gates thereof, and any jetty, slipway, car park and boat park in good condition.
 - 5.2 to decorate the inside and the outside of the property;
 - (a) in every fifth year of the lease period;
 - (b) in the last three months of the lease period (however it ends) except to the extent that it has been decorated in the previous year;and on each occasion the Tenant is to use the colours and types of finish used previously.
 - 5.3 to do the work to the property which any statutory authority requires;
 - 5.4 but the Tenant need not:
 - (a) alter or improve the property;

¹ Certain references to Tenant's obligations under condition may need to be deleted if the Tenant is leasing a bare site.

- (b) make good damage caused by an insured risk, except to the extent that the policy monies have not been paid because of any act or default of the Tenant;
- 5.5 if the Tenant fails to do any work which this lease requires him to do, and the Landlord gives him written notice to do it, the Tenant is to:
 - (a) start the work within two months, or immediately in case of emergency; and
 - (b) proceed diligently with the work ; and
 - (c) in default, permit the Landlord to do the work;
- 5.6 not to make any structural or other alterations unless with the Landlord's consent in writing (and the Landlord is not entitled to withhold that consent unreasonably);
- 5.7 at the expiry of the lease to remove all buildings, fixtures, fittings and equipment erected or brought on to the property by the Tenant.

Transfer

- 6. The Tenant is to comply with the following:
 - 6.1 The Tenant is not to share occupation of the property and no part of it is to be transferred, sublet or occupied separately from the remainder.
 - 6.2 Except for the purposes of replacing a retiring Trustee the Tenant is not to transfer or sublet the whole of the property unless the Landlord gives written consent in advance, and the Landlord is not entitled to withhold that consent unreasonably.
 - 6.3 Any sub-lease is to be in terms which are consistent with this lease, but is not to permit the sub-tenant to underlet.
 - 6.4 Within four weeks after the property is transferred, mortgaged or sublet, the Landlord's solicitors are to be notified and a copy of the transfer mortgage or sublease sent to them for registration with the fee payable under Clause 2.3.

Trustees' Liability

- 7.1 The Trustees are entitled, under the rules of the Tenant Club, to be indemnified in respect of any liability they may incur as Trustees out of the assets of the Tenant Club.
- 7.2 In no case shall the liability of the Trustees under this lease or any other agreement between the Landlord and the Tenant exceed the sum by which they are able to be indemnified out of the assets of the Tenant.
- 7.3 The Trustees shall only be liable in respect of acts and omissions occurring during their respective trusteeships and not thereafter.

Other matters

- 8. The Tenant:
 - 8.1 is to give the Landlord a copy of any notice concerning the property or any neighbouring property as soon as he receives it;
 - 8.2 is to allow the Landlord, during the last six months of the lease period, to fix a notice in a reasonable position on the outside of the property announcing that it is for sale or to let;
 - 8.3 is not to apply for planning permission relating to the use or alteration of the property unless the Landlord gives written consent in advance and the Landlord is not entitled to withhold that consent unreasonably
 - 8.4 is to keep the Landlord fully indemnified against any actions costs claims damages or demands arising out of the use of the property or reservoir for sailing by members of the

club or their guests or the exercise of any of the rights granted by this lease and to take out and maintain an insurance for the purpose with an insurance company approved by the Landlord in an amount (not less than one million pounds) to be agreed from time to time by the parties and in the absence of agreement to be decided by arbitration under Clause 17 and to produce whenever required by the Landlord the policy of insurance and the receipt for the last premium paid

- 8.5 is to keep a register of the names and addresses of each person whom a permit is issued by the Tenant to sail on the reservoir and to record the details of each permit and to give the Landlord when asked for a copy of the register and to provide all members of the club with membership cards and car discs or other suitable means of identification for production to authorised representatives of the Landlord on request.

Rent Review

- 9.1 On each rent review date the rent shall be reviewed to the market rent.
- 9.2 The market rent is the rent which a willing tenant requiring the premises for the same use would pay for the property on the open market, if let to him on the rent review date by a willing landlord on a lease on the same terms as this lease without any premium and for a period equal to the remainder of the lease period, assuming that at that date:
- (a) the willing Tenant takes account of any likelihood that he would be entitled to a new lease of the property when the lease ends;
 - (b) the property is vacant and had not been occupied by the Tenant or any sub-tenant;
 - (c) the property can immediately be used;
 - (d) the property is in the condition required by this lease and any damage caused by any of the risks referred to in Clause 11 has been made good;
 - (e) during the lease period neither the Tenant nor any sub-tenant has done anything to the property to increase or decrease its rental value, other than anything which the Tenant was obliged to do under the terms of this lease.
- 9.3 If the Landlord and the Tenant agree the amount of the new rent, a statement of that new rent, signed by them, is to be attached to this lease.
- 9.4 If the Landlord and the Tenant have not agreed the amount of the new rent two months before the rent review date, either of them may require the new rent to be decided by arbitration under Clause 17.
- 9.5
- (a) The Tenant is to continue paying rent at the rate applying before the rent review date until the next rent day after the new rent is agreed or decided.
 - (b) Starting on that rent day, the Tenant is to pay the new rent.
 - (c) On that rent day, the Tenant is also to pay any amount by which the new rent since the rent review date exceeds the rent paid.

Damage and water shortage

- 10.1 If the property is damaged and as a result of that damage the property, or any part of it, cannot be used for the use allowed or;
- 10.2 if the water level falls for reasons beyond the reasonable control of the Landlord or if the Landlord shall deem it necessary for any purpose connected with its business to reduce the water level so that its use for the permitted purpose is not reasonably practicable;
- 10.3 the rent, or a fair proportion of it, is to be suspended until the damage or water shortage is rectified;

- 10.4 provided that, if the damage or water shortage is unlikely to be fully rectified within three years the Tenant can end this lease by giving one month's notice to the Landlord in which case any obligation on the part of the Landlord to rectify the damage or water shortage under this clause ceases.
- 10.5 Any dispute arising out of any part of this Clause is to be decided by arbitration under Clause 17.

Landlord's Obligations

- 11.1 While the Tenant complies with the terms of this lease, the Landlord is to allow the Tenant to possess and use the property and use the reservoir without lawful interference from the Landlord, anyone who derives title from the Landlord or any Trustee for the Landlord.
- 11.2 In particular the Landlord agrees to use his best reasonable endeavours to maintain sufficient water in the reservoir, but the Tenant recognises that it may be necessary for operational purposes to lower that level from time to time and the provisions of Clause 10 shall apply if sailing is not then reasonably practicable.
- 11.3 The Landlord will not permit other recreational users of the reservoir which may unreasonably interfere with the normal activities of the Tenant. Any dispute as to actual or proposed interference shall be referred to a single arbitrator under the Arbitration Act. The parties may agree the appointment of the arbitrator or either of them may apply to the Chairman of the United Kingdom Sports Council to nominate an arbitrator.

Forfeiture

12. This lease comes to an end if the Landlord forfeits it by entering any part of the property, which the Landlord is entitled to do whenever:
- (a) payment of any rent is fourteen days overdue, even if it was not formally demanded
 - (b) the Tenant has not complied with any of the terms of this lease
 - (c) the Tenant becomes insolvent.

The forfeiture of this lease does not cancel any outstanding obligation of the Tenant, Trustee or Guarantor.

End of Lease

13. When this lease ends the Tenant is to:
- 13.1 return the property to the Landlord leaving it in the state and condition in which this lease requires the Tenant to keep it
- 13.2 (if the Landlord so requires) remove anything fixed to the property by the Tenant and make good any damage which that causes.

Parties' responsibility

14. Whenever more than one person or company is the Landlord or the Tenant, their obligations can be enforced against all or both of them jointly and against each individually.

Landlord

15. The Landlord includes the person who, at any particular time, has the right to receive rent under this lease.

Tenant

16. The Tenant includes the person who, at any particular time, is given the right by this lease to possess the property.

Service of Notices

17. The rules about serving notices in Section 196 of the Law of Property Act 1925 (as since amended) apply to any notice given under this lease.

Arbitration

18. Any matter which this lease requires to be decided by arbitration is to be referred to a single arbitrator under the Arbitration Acts. The parties may apply to the President of the Royal Institution of Chartered Surveyors to nominate an arbitrator.

Headings

19. The headings do not form part of this lease.

Signed as a deed by/on behalf of the
Landlord and delivered in the presence of

Landlord

Witness

Witness's occupation and address

Signed as a deed by/on behalf of the
Tenant and delivered in the presence of

Tenant or Trustee 1

Witness

Trustee 2

Witness's occupation and address

Trustee 3