DATED 2025

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARINGEY

- to -

[A TENANT **]**

and

[Guarantor]

L E A S E
Premises known as
Part Pavilion, Down Lane Park, Park View Road, London N17 9EX
in the London Borough of Haringey

Legal Services
London Borough of Haringey
Alexandra House
10 Station Road
Wood Green
London N22 7TR

Ref: LEG.PP.BXA.79933

PARTICULARS

1.	DATE OF THIS DEED:	2025
2.	LEASE	
3.	LANDLORD:	**THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARINGEY** of Civic Centre Wood Green London N22 8LE
4.	TENANT:	**[TENANT]** incorporated in England and Wales (company registration number) whose registered office is at [ ]. **OR** ([**TRUSTEES**] full name and address of all Trustees).
5.	GUARANTOR	[name of Guarantor] incorporated in England and Wales (company registration number) whose registered office is at [ ] OR if personal, full name and address (Guarantor).
6.	COMMUNITY CENTRE:	ALL THAT premises known as Part Pavilion Down Lane Park, Park View Road, London N17 9EX and for the purposes of identification only shown edged red on the plan attached hereto.
7.	MUTUAL ROLLING BREAK:	Means either party shall be entitled to determine the tenancy created by this lease by serving on the other one month prior written notice and on the expiry of the break notice the tenancy created by the lease shall be determined **SAVE THAT** neither party shall serve a break notice on the other until the expiry of the first three months of the Term.
8.	COMMENCEMENT DATE OF TERM:	[ ]
9.	EXPIRY DATE OF TERM:	31st July 2026.

10.	FORFEITURE EVENT:	(a) the instigation of any process or proceedings: (i) for the appointment of an administrative receiver, administrator, liquidator, monitor, provisional liquidator, receiver (or manager), supervisor, or trustee in bankruptcy, in relation to the Tenant [or any guarantor] or [its OR their respective] property; or (ii) by way of execution or enforcement of any debt against any assets of the Tenant [or any guarantor]; (b) the Tenant [or any guarantor]: (i) is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or (ii) enters into any composition or arrangement with its creditors (whether or not under Part 26A of the Companies Act 2006); or (iii) ceases to carry on business or disposes of all of its assets (other than as part of a solvent re-organisation); (iv) is struck off the register of companies; (c) any Rents are unpaid more than [five] Working Days after falling due (whether formally demanded or not); or (d) the Tenant [or any guarantor] breaches this Lease; (and, if the Tenant [or any guarantor] is resident in a jurisdiction outside England or Wales, a reference in this definition to any process, proceedings or event is to be construed as a reference to any analogous process, proceedings or event in that jurisdiction); Definition — Forfeiture Event:
11.	RENT:	A peppercorn (if demanded).
12.	TERM:	means from and including [ ] to and including [2026]
13.	USER:	means use as a not-for-profit Community Hub for community focused educational activities for children and adults and or a Food Bank for community focused food provision and educational activities for children and adults but always in accordance with Clause 6(7)”

14.	DECORATION:	means the obligation as more particularised in subclause 7(6) of the Lease.
15.	BUILDING:	means all that property known as **the Pavilion and Bowling Green, Down Lane Park, Park View Road, London N17 9EX**

THIS LEASE made the date stated in the Particulars **B E T W E E N**

(1) the Landlord specified in the Particulars ("the Landlord")
(2) the Tenant/Trustees specified in the Particulars ("the Tenant")
(3) The Guarantor specified in the Particulars (“the Guarantor”)

WITNESSES:

1. DEFINITIONS

IN this Lease the following expressions (where the context so admits) shall have the following meanings:-

"the Particulars"	The details on the preceding page headed "Particulars"
"the Plan"	The plan or plans mentioned in the Particulars
“the Park”	Down Lane Park registered under title number AGL204988 and of which the Landlord is the registered proprietor
“Parks and Leisure”	The Landlord’s department exercising management of the Landlord’s parks.
"the Term"	The term specified in the Particulars
"the Termination Date"	The date of expiration or sooner determination of the Term
"the Community Centre"	The whole and every part of the land described in the Particulars together with everything for the time being on the land and/or appurtenant to it but not any advertisements or advertisement hoardings thereon
"Conduit"	Any conducting medium or other thing within or without the Community Centre by means of which any facility service or matter may pass
"Requisite Notice"	A notice in writing to the Tenant seven days before any entry is made on the Community Centre PROVIDED THAT in the case of an emergency no notice shall be required
"Landlord"	Shall include the person entitled for the time being to the reversion to this Lease
"Tenant"	Shall include the Tenant's successors in title and if it is an individual his personal representatives
"Interest"	Interest at the rate of Four percentum above the Cooperative Bank base rate payable on the date of demand from the date of demand by the Landlord (or if earlier the date at which monies shall have become due or at which the Landlord shall have expended monies in respect of which interest is required under this Lease) until the date of payment to the Landlord compounded with quarterly rests on the usual quarter days
"Act"	Shall mean every Act of Parliament (whether specifically named herein or not) which may be relevant to the Community Centre its user or anything on the Community Centre the persons employed or having recourse thereto whether or not in force at the date hereof and shall include any statutory re-enactment or modification thereof and any order regulation directive bye-law rule consent or licence granted or required thereunder or by any Public or local

	authority or by any court of competent jurisdiction
"the Landlord's Surveyor"	Shall mean the Landlord's Surveyor for the time being
"the Landlord's Solicitor"	Shall mean the Landlord's Solicitor for the time being
"decorate"	Shall mean to paint stain polish impregnate repaper or otherwise properly treat as the case may be all surfaces usually or requiring to be so treated having first prepared such surfaces by stripping burning off stopping and priming as may be necessary and to wash down all washable surfaces and to restore point and make good the brickwork and stonework where necessary and to grain or varnish any parts usually so treated all such decorations to be carried out with good quality materials and where painting is involved with three coats to be applied to the exterior and two coats to the interior

2. INTERPRETATION

(1) The details and descriptions appearing in the Particulars shall be included in and form part of the Lease

(2) If there shall be more than one person included in the expression "Tenant" or "Guarantor" the covenants by them shall be joint and several

(3) The expression "the Landlord" shall where the context so admits include any superior landlord and likewise the expression "Lease" includes "Underlease"

(4) Where the Landlord or any other person exercises any rights to enter the Community Centre under this Lease unless specifically provided herein to the contrary the person exercising such right shall do so in a reasonable manner and will make good any damage caused to the Community Centre

(5) Any covenant by the Tenant not to do any act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done

3. DEMISE

The Landlord DEMISES the Community Centre to the Tenant

TOGETHER WITH

(1) the fixtures and fittings now in or about the same

(2) the right of way in common with the Landlord and all others having a like right for the

Tenant and the Tenant's agents servants and licensees from and to the Community Centre with or without vehicles over the Estate roads and on foot only over the passageways and pathways giving access to and egress from the Community Centre

(3) the right to the free passage of water soil gas and electricity to and from the Community Centre through the Conduits which are now or may within the Term not exceeding eighty years be in upon or under any neighbouring premises owned by the Landlord

4. EXCEPT AND RESERVING

(1) The right to the free passage of water soil gas and electricity from and to any neighbouring premises through the Conduits which are now or may hereafter within the Term not exceeding eighty years be in upon or under the Community Centre or which may be subsequently installed or constructed within the like period

(2) The right and liberty for the Landlord and the Landlord's Surveyor agents workmen and others at all times and from time to time upon Requisite Notice to enter into and upon the Community Centre and all parts thereof for the purposes of undertaking surveys of the building including but not limited to repairing maintaining altering cleansing examining or testing the Conduits serving the same and to make all connections and disconnections which may be necessary in relation thereto including connection to adjoining premises of the Landlord and for the purpose of carrying out any work or doing anything whatsoever comprised within the Landlord's obligations hereinafter contained and for the purpose of erecting rebuilding or altering any buildings or structures on the land of the Landlord or the Landlord's tenants adjoining or near to the Community Centre PROVIDED THAT the Landlord shall not be liable to the Tenant in any way in relation to any such work carried out or thing done as aforesaid

(3) All rights of light air support and other easements and rights now or hereafter belonging to or enjoyed by the Community Centre from or over any adjacent or neighbouring land or

building but without prejudice to those rights expressly hereinbefore granted to the Tenant

(4) The right to demolish build or rebuild or alter any adjacent or neighbouring land or building in any manner whatsoever and to let the same for any purpose or otherwise deal therewith notwithstanding the light or air to the Community Centre is in any such case thereby diminished or any other liberty easement right or advantage belonging to the Tenant is thereby diminished or prejudicially affected

(5) The right to affix to the exterior of the Community Centre pipes flues scaffolding and other apparatus in connection with the use of adjoining premises PROVIDED THAT the Landlord shall make good all damage caused thereby to the Community Centre but shall not be liable to the Tenant for any inconvenience or otherwise howsoever caused in relation to any such work carried out or thing done as aforesaid

(6) The right to retain any advertisements or advertisement hoardings at present on the Community Centre and to receive the income therefrom and to relet the same from time to time as occasion shall require without making any payment or compensation to the Tenant

5. TERM

The Community Centre are demised for the Term from and including the Commencement Date of the Term to and including the Expiry Date of the Term

6. RENT

The yearly Rent is the Rent as specified in the Particulars

7. TENANT'S COVENANTS

The Tenant hereby covenants with the Landlord

(1) Rent

To pay the Rent if demanded

(2) Outgoings

To indemnify the Landlord against and to pay all existing and future rates taxes and outgoings payable in respect of the Community Centre and to pay the Value Added Tax on all taxable supplies received by the Tenant and on all taxable supplies received by the Landlord and for which the Tenant is hereby required to pay under or in connection with this Lease (if appropriate)

(3) Insurance

(a) (i) By way of further rent to repay to the Landlord within twenty-one days of a demand being made therefor by the Landlord the sum which the Landlord shall from time to time pay for insuring the Community Centre including fees and rent as more particularly set out in Clause 9(2) hereof including insurance of plate glass windows if any

(ii) To insure in the joint names of the Landlord and the Tenant any plate glass in an insurance office approved by the Landlord and to produce evidence thereof to the Landlord

(a) within twenty-one days of the date of this Lease and (b) thereafter from time to time when required to do so by the Landlord

(b) Not to do anything whereby any policy of insurance on the Community Centre may become void or voidable and to comply with the requirements of the Landlord and of the Insurers of the Community Centre PROVIDED THAT in the event of the Community Centre being damaged or destroyed by fire or other of the insured risks and the insurance effected by the Landlord shall have been vitiated or payment of the insurance monies refused in whole or in part in consequence of some act or default on the part of the Tenant or the Tenant's servants employees agents or visitors then

the Tenant shall reinstate the same at the Tenant's own expense

(c) All monies payable by the Tenant under this Clause shall be a charge on the Community Centre and recoverable by distress as for rent in arrear

(d) To effect all necessary insurances against Third Party and Public Liability claims and insurance of the Tenant's fixtures and fittings with an insurance company of repute and to indemnify the Landlord against all damages costs claims actions proceedings acts and liability whatsoever arising from the Tenant's occupation of the Community Centre and to produce to the Landlord on demand the policy or policies of any such insurance and the receipt for the last premium payment

(4) Waste Additions and Alterations

(a) Not to commit any waste on the Community Centre

(b) Not to make any addition to the Community Centre

(c) Not to make any alteration to the Community Centre

(5) Repairs

(a) To keep the interior of the Community Centre including all alterations and improvements thereto and all works and services connected therewith clean and in good working order and condition SAVE THAT the Tenant shall indemnify the Landlord against reasonable all costs incurred in remedying any damage caused to the Community Centre by any willful and malicious act caused or permitted to be caused by the Tenant.

(b) To keep clean the windows of the Community Centre both inside and outside.

(c) To permit the Landlord with or without workmen and all those authorised by him access to the Community Centre to carry out inspections and surveys for the purpose of carrying out repairs to the Community Centre.

(6) Decoration

There shall be no obligation on the Tenant to decorate the interior and exterior of the Community Centre.

(7) User

(a) To use the Community Centre for the purpose only as a Community Centre and always in accordance with:-

(i) the Tenants Memorandum and Articles of Association current at the date hereof

(ii) the Aims and Objects of the Tenant as Registered Charity No. 1172710

(iii) Landlords Equal Opportunities Statement from time to time in force

(b) (i) The core operating hours of use are from 10:00am to 5:00pm Tuesdays to Fridays and 10:00am to 6:00pm on Saturdays SAVE THAT the Tenant shall not use the Community Centre outside these hours except for one hour preparation time before opening and half an hour clearing up time after closing the opening times of the café and other facilities to be clearly displayed at all times both at the Community Centre and on the website.

(ii) The Tenant shall advertise that the Community Centre is available for hire and that toilets are available to users of the Park.

(iii) All toilets (including the disabled toilet) are to be kept clean and available for visitors of the Park during the opening hours of the café and or any other facilities

(v) The Tenant shall submit to Parks and Leisure, their fees and charges and terms and conditions on an within six weeks from the start of the lease.

(c) Not to use the Community Centre for any purpose which is in conflict with the policies of the Landlord from time to time in its capacity as a Local Authority nor to hire out the Community Centre for use for party political purposes save with prior written consent from the Landlords Surveyor at his sole discretion

(d) Not to do on the Community Centre anything which may be a nuisance or annoyance or cause damage or inconvenience to the Landlord or the Landlord's tenants or any neighbouring owner or occupier or to the general public and all works requested by the Landlords Surveyor to remedy or prevent the recurrence of such nuisance or annoyance or damage or inconvenience shall be carried out by the Tenant at the Tenants own expense to the satisfaction of the Landlords Surveyor

(e) Not to use the Community Centre for any noxious noisy or offensive trade or business nor for any illegal or immoral act or purpose nor for gaming nor as a betting shop sex or amusement arcade and not to hold any sales by auction nor keep any animals or birds on the Community Centre PROVIDED THAT the Tenant may use the Community Centre for minor gaming activities such as raffles lotteries whist drives beetle drives and the like in order to raise funds to enable the Tenant to properly carry out its objects PROVIDED THAT the Tenant observes all the covenants and conditions herein during such activities

(f) Not to trade or display goods nor allow the accumulation of rubbish to cause any obstruction outside the Community Centre or any access way thereto or the front windows thereof (if any) nor to hang anything outside the windows

(g) Not at any time to place or store or allow or suffer the placement or storage of any trailer container building or structure whether temporary or permanent upon the Community Centre and surrounds including any allocated car park spaces and common areas AND not to store any other items whatsoever outside the building of the Community Centre

(h) Not to overload the Community Centre or use any machine other than normal machines consistent with the user hereinbefore specified without the written consent of the Landlord

(i) Upon demand being made by the Landlord the Tenant will submit a written statement to the Landlord of the general sphere of activities being carried on or which are proposed to be carried on at the Community Centre and notwithstanding the provisions of this Clause the Landlord shall have the right to require the immediate discontinuance of any activity or proposed activity of which it does not approve PROVIDED that the Landlord shall not exercise such right unreasonably or otherwise than through its Members or the Landlords Surveyor

(j) Not to allow to pass into the sewers drains or watercourses serving the Community Centre any noxious or deleterious effluent or other substance which may cause an obstruction in or injure the said sewers drains or watercourses and in the event of any such obstruction or injury forthwith to make good such damage to the satisfaction of the Landlords Surveyor

(k) To take all reasonable and prudent steps to maintain a good standard of security and safety on the Community Centre and (without prejudice to the generality of the foregoing) adequate caretaking and cleaning arrangements to the satisfaction of the Landlords Surveyor

(l) Not in any way to obstruct any service road or any of the roads adjacent to the Demised Premises provided that vehicles may wait in the rear service road (if any) for the purpose of loading and unloading only PROVIDED FURTHER THAT the vehicles do not adversely affect the use of any other adjoining or neighbouring premises

(m) To comply with all reasonable regulations made by the landlord from time to time for the management of the Demised Premises and/or any estate of which the Demised Premises form part and/or any other land or premises used or to be used by the Tenant in common or jointly with any other person

(n) In the event of any dispute arising concerning the foregoing provisions of this clause and whether or not any activity carried on by the Tenant at the Community Centre complies with the provisions hereof the Landlord shall be deemed to be the sole arbitrator and the Landlords decision given by the Landlords Surveyor shall be final and binding.

(o) **FOR THE AVOIDANCE OF DOUBT** change of use is strictly prohibited.

(8) Advertisements and Aerials etc

(a) Not without the Landlord's prior written consent to exhibit any advertisement notice or sign on the Community Centre or inside the Community Centre so as to be seen from the outside and in particular nor to erect any projecting or illuminated sign provided that the Tenant may erect a fascia or a board of reasonable size in a position designated by the Landlord displaying the Tenant's name and business which if so required by the Landlord shall be removed on the Termination Date the Tenant making good any damage caused by such removal PROVIDED THAT this covenant shall not prelude any proper displays of trade inside the shop windows of premises demised for use as a shop

(b) Not to install any flag pole external television or radio aerial or window box on the Community Centre

(9) Assignments Underlettings etc

Not to assign charge underlet nor share nor part with the possession or occupation of the whole or any part of the Community Centre save only that the Community Centre or part thereof may be hired out on a daily basis for bona fide community activities so long as no relationship of Landlord and tenant is created between the Tenant and any occupier

(10) Entry in connection with Development

To permit the Landlord after Requisite Notice to enter the Community Centre in connection with the development of any neighbouring premises and to build on or into any boundary wall of the Community Centre without payment of compensation to the Tenant for any damage or otherwise

(11) Inspection

To permit the Landlord after Requisite Notice to inspect the Community Centre for any purpose and to serve upon the Tenant notice in writing specifying any repairs and works required to be done whereupon within one month thereof or forthwith in an emergency the Tenant shall remedy any breach of covenant for which the Tenant is liable to the reasonable satisfaction of the Landlord's Surveyor and in case of default the Landlord may enter the Community Centre and remedy the breach and all expenses thereof together with interest thereon shall be paid by the Tenant to the Landlord and shall be recoverable as a debt

(12) Entry to Repair etc

To permit the Landlord or such owners or occupiers of any neighbouring premises as are authorised by the Landlord after Requisite Notice to enter upon the Community Centre in connection with the maintenance repair or alteration of any neighbouring premises or anything serving the same and running through the Community Centre or to comply with any requirements of any competent authority without payment of compensation to the Tenant

(13) Reletting on Expiry

To allow the Landlord to enter on the Community Centre at any time within six months next before the determination of the Term (howsoever determined) and to fix thereon a notice-board for reletting the same which shall not be removed or obscured but which shall be fixed in such a position so as not to interfere with the Tenant's business and to permit persons holding appropriate authority to inspect the Community Centre at reasonable times

(14) Compliance with Statutes etc

To comply in all respects with the provisions of all Acts for the time being in force and any requirements of any competent authority relating to the Community Centre or any part thereof or the use thereof or the Tenants activities therein and so far as the law allows to indemnify the Landlord against all liability costs and expenses in respect thereof

(15) Costs

To pay all expenses incurred by the Landlord and the Landlord's respective professional advisers in connection with any notice under Section 146 of the Law of Property Act 1925 or incidental to the preparation and service of a schedule of dilapidations during or upon the determination of the Term and every consent applied for under this Lease including where appropriate the approval of drawings and specifications the inspection of works and the issue of any certificate in respect thereof;

The Tenant must pay on demand all Costs incurred by the Landlord arising out of or incidental to enforcing or remedying any failure by the Tenant or any guarantor to comply with their respective obligations in this Lease;

(16) Statutory Notices

To give full particulars to the Landlord within seven days of any notice or proposal issued by any competent authority and at the request and cost of the Landlord to make or join in making such objection or representation in respect of such notice or proposal as the Landlord shall deem expedient

(17) Easements and Encroachments

Not to obstruct any window light or ventilator belonging to the Community Centre or to any other building belonging to the Landlord and not to give to any third party any acknowledgement that the Tenant enjoys the access of light to any of the windows or

openings of the Community Centre by the consent of such third party and to give immediate notice to the Landlord if any encroachment or easement affecting the Community Centre shall be made or acquired or attempted to be made or acquired and at the Landlord's request at the cost of the Landlord and the Tenant equally to adopt such means as may be reasonably required to prevent the same

(18) Expenses incurred by the Landlord

To pay by way of further rent the Tenant's Contribution as defined in and prescribed by the Schedule hereto within twenty-one days of demand or on the next ensuing usual quarter day if later PROVIDED THAT the Tenant shall if required by the Landlord pay to the Landlord such sum in advance on account of the Tenant's Contribution being 39% of all the costs and expenses payable in respect of the following items relating to the Building or 100% of all the costs and expenses payable in respect of the following items relating to the Community Centre:

(i) Buildings insurance

(ii) Gas electricity water general rates and water rates telecommunications equipment and other services (if there is no sub metre)

(iii) All costs incurred for non-compliance of statutory compliance obligations works

(19) Town and Country Planning

In relation to the Planning Acts (by which expression it is intended herein to designate the Town and Country Planning Act 1990)

a. Not to do or omit to do anything on or in connection with the Community Centre the doing or omission of which shall be a contravention of the Planning Acts.

b. Not to submit any planning application of whatsoever nature in respect of the Community Centre.

(20) Statutory Acquisitions

Not to do or omit to do any act matter or thing as a consequence whereof the Landlord's reversion immediately expectant upon the determination of the Term shall become liable

to acquisition pursuant to any statutory provisions from time to time in force

(21) To Provide Fire Fighting Appliances

To keep the Community Centre sufficiently supplied and equipped with such fire-fighting and extinguishing appliances suitable in all respects to the type of user of or business manufacture process or trade carried on upon the Community Centre as shall from time to time be required by law or by the local or other competent authority and as shall be reasonably required by the Landlord or the Landlord's Insurers (so far as not opposed to the legal obligations of the Tenant) and such appliances shall be open to inspection and shall be maintained to the reasonable satisfaction of the Landlord and also not to obstruct the access to or means of working such appliances or the means of escape from the Community Centre in case of fire

(22) Freehold Title Restrictions

To observe and perform the covenants and other matters contained or referred to in the entries on the Register of the Freehold Title out of which this Lease is granted so far as the same affect the Community Centre and are still subsisting and capable of taking effect and to indemnify the Landlord against all costs claims liabilities and demands arising from any breach by the Tenant of this obligation

(23) Provision as to Health and Safety

At all times during the Term to do and execute or cause to be done and executed all such works and to do all such things as under or by virtue of any Act or Acts of Parliament now or hereafter to be enacted including but without prejudice to the generality of this sub-clause the Health and Safety at Work etc Act 1974 the Factories Act 1961 the Offices Shops and Railway Premises Act 1963 the Employers Liability (Compulsory Insurance) Act 1969 Employers' Liability (Defective Equipment) Act 1969 Control of Pollution Act 1974 or any statutory modification or re-enactment thereof for the time being in force and bye-laws rules regulations orders and codes of practice and guidance notes made and/or

issued thereunder and in particular those by the Health and Safety Executive thereunder are or shall be directed as necessary to be done or executed upon or in respect of the Community Centre or any part thereof or in respect of the Tenant's use thereof by the owner lessee tenant or occupier thereof

(24) Provision as to Terms of Employment

At all times during the Term to do and execute or cause to be done all such things as under or by virtue of any Act or Acts of Parliament now or hereafter to be enacted (including but without prejudice to the generality of this and the following sub-clause the Trade Union and Labour Relations Act 1974 and Trade Union and Labour Relations (Amendment) Act 1976 Employment Protection Act 1975 the Employment Protection (Consolidation) Act 1978 the Employment Act 1980 Wages Act 1986 Sex Discrimination Act 1975 and Equal Pay Act 1970 and the Race Relations Act 1976) or any statutory modification or re-enactment thereof for the time being in force and bye-laws rules and regulations made and/or issued thereunder are or shall be directed as necessary to be done or to refrain from doing and to prohibit all such things as thereby are prohibited in respect of the employment of persons in the Community Centre or any part thereof or in respect of the Tenant's use thereof

(25) To Pay Minimum Wages etc

Notwithstanding the generality of sub-clause (24) hereof

(i) to pay rates of wages and observe hours and conditions of employment in respect of each and every person employed by the Tenant in the Community Centre or in respect of the Community Centre or any part thereof or in respect of the Tenant's use thereof not less favourable than those established for persons in comparable employment in the trade or industry or section thereof in which the Tenant is engaged in the district in which they work is carried out by machinery of negotiation or arbitration to which the parties are organisations of employers and trade unions

affiliated to the Trades Union Congress which represent respectively (generally or in the district in question as the case may be) a substantial proportion of the employers and workers engaged in the trade or industry being workers of the description to which the said negotiation or arbitration relates

(ii) in the absence of any rates of wages hours and conditions of employment established in accordance with paragraph (i) above to pay rates of wages and observe hours and conditions of labour in respect of each and every person employed by the Tenant in the Community Centre or in respect of the Community Centre or in respect of any part thereof in respect of the Tenant's use thereof not less favourable than the general level of wages hours and conditions observed for comparable workers by other employers in the trade industry or section thereof in which the Tenant is engaged and whose general circumstances are similar to those of the Tenant

(26) To Permit Trade Union Membership and Recognition

To permit without let or hindrance each and every person employed by the Tenant in the Community Centre or in respect of the Community Centre or in respect of any part thereof or in respect of the Tenant's use thereof to join any trade union affiliated to the Trades Union Congress and to establish machinery of negotiation for the recognition of any such trade union or trade unions for the purposes of collective bargaining and for the representation of the interests of the said employees or any individual employee or group thereof in relation to the Tenant and to abide by procedures established thereunder

(27) To Display Notices

At all times during the Term to display prominently at each and every entrance to the Community Centre and each and every place occupied or used by the Tenant under the provisions of this Lease or in relation to the trade business or industry carried on in the Community Centre a notice containing the terms of sub-clauses (23) to (28) hereof

(28) Arbitration Procedure

(i) In the event of any question arising as to whether any or all the requirements of sub-clauses (23) to (28) of this Lease are being observed in whole or in part the question may if not otherwise settled or disposed of between the parties to this Lease be referred jointly to an independent tribunal for decision which may be nominated for this purpose by the Secretary of State for Employment or in the alternative to an independent tribunal agreed between the parties to this Lease and in default of such nomination or agreement the said question may be referred on the motion of the Landlord to an independent tribunal nominated for this purpose by the Landlord which shall investigate the matter taking evidence as it thinks fit from the parties to this Lease employees of the Tenant and the trade union nominated by the said employees to represent them before the said tribunal and any other person or persons whom it may consider may assist in its deliberations and shall have the power to make recommendations to the parties to this Lease

(ii) Any further terms of reference and procedure and powers of such tribunal may be agreed between the parties prior to its commencing investigation in accordance with this Lease.

(29) Guarantee and indemnity

29.1 The Guarantor as principal debtor:

29.2 Guarantees to the Landlord that [ ] (the 'Guaranteed Party') will (as 'Guaranteed Obligations'):

(a) pay the Rents and perform its obligations in this Lease until:
  (i) the end of the Term; or, if earlier
  (ii) release from liability under LT(C)A 1995; and
(b) perform its obligations in any AGA that it enters into under this Lease.

29.3 as an entirely separate and independent obligation, indemnifies the Landlord against any Costs incurred by it if the Guaranteed Party does not perform the Guaranteed Obligations.

29.4 Liability under paragraph 29.2 does not include liability resulting from a relevant variation.

(30) **New Lease**

31.1 In this paragraph, a 'Trigger Event' is:

31.1.1 forfeiture or disclaimer of this Lease; or

31.1.2 the Guaranteed Party becoming insolvent, being struck off the register of companies, or ceasing to exist.

31.3 If:

31.3.1 a Trigger Event occurs; and

within *two* months of the Landlord becoming aware of its occurrence, the Landlord so requires by giving notice to the Guarantor; the Guarantor must enter into a new lease of the Property (at the Guarantor's cost).

31.3.2 The new lease must be on the same terms as this Lease, but:

the term of the lease is the residue of the term specified in clause **Error! Reference source not found.** as at the date of the Trigger Event;

the annual rent is:

the amount payable by way of Annual Rent at that date (ignoring any rent suspension); and

if the Trigger Event is a disclaimer of this Lease, the new lease is granted subject to and with the benefit of this Lease.

If the Landlord does not require the Guarantor to take a new lease in accordance with paragraph 31.3.1, the Guarantor's liability to pay the Rents ends on the earlier of:

(i) the date that is [*two*] months after the date of the Trigger Event;

(ii) the date on which the Property is re-let at its full open market rent;

(iii) the end of the Term.

(31) NO RELEASE

The Guarantor's obligations are unaffected by:

31.1 the Landlord:

31.1.1 giving time to perform, or not enforcing, the Guaranteed Obligations; or

31.1.2 compromising, abandoning or waiving any rights or claim against the Guaranteed Party; or

31.1.3 taking, varying, realising, releasing or not enforcing any other security for the Guaranteed Party's liabilities; or

31.2 the Landlord's refusal to accept Rents when acceptance might prejudice its right to re-enter the Property; or

31.3 any legal limitation or incapacity relating to the Guaranteed Party; or

31.4 any invalidity or unenforceability of any of the Guaranteed Party's obligations or the Guarantor's covenants; or

31.5 the Guaranteed Party ceasing to exist; or

31.6 any increase or reduction in the Property or the Rents, or any other variation to this Lease; or

31.7 The Guarantor must not exercise any rights of subrogation or indemnity, nor take any security or guarantee, in respect of the Guaranteed Obligations.

31.8 The Guarantor must not exercise any (legal or equitable) set-off, deduction or counterclaim.

31.9 If:

31.10 the Landlord releases the Guarantor or reaches a settlement with it; but

31.11 at a later date, a security disposition or payment to the Landlord by the Guaranteed Party, the Guarantor, any co-guarantor or any other person is held to be void, set aside or ordered to be refunded, for any reason at all;

31.12 then the Landlord may subsequently enforce the obligations in this clause against the Guarantor as if the release or settlement had not occurred.

31.13 Where the Landlord receives money under this clause, it may apply it in or towards satisfaction of any of the Guaranteed Obligations as it (in its absolute discretion) decides.

31.14 (32) PROVISOS

(1) <u>Proviso for Re-entry</u>

If the whole or any part of the rent shall be unpaid for twenty-one days after becoming payable whether formally demanded or not or if there shall be any breach of any of the Tenant's covenants or if any Tenant being a corporation shall enter into liquidation whether compulsory or voluntary except for the purpose of amalgamation or reconstruction or suffer a receiver to be appointed or being an individual shall commit any act of insolvency or if unlimited shall apply to become limited being an individual shall die the Landlord may at any time thereafter re-enter upon the Community Centre or any part thereof and this demise shall thereupon terminate but without prejudice to any right of action or remedy of the Landlord in respect of any breach of covenant by the Tenant

(2) Distress

Without prejudice to the Landlord's rights under sub-clause (1) above if the whole or any part of the rent together with accrued Interest thereon shall be in arrear for twenty-one days whether legally demanded or not it shall be lawful for the Landlord to enter into and upon the Community Centre or any part thereof and distrain upon the Tenant's goods plant machinery equipment fixtures and fittings and dispose of the same in due course of law and to apply the proceeds thereof in or towards payment of rent in arrear together with Interest and all costs charges and expenses occasioned by the non-payment thereof and so that the power of the Landlord to distrain upon the Community Centre for rent in arrear shall extend to and include any Tenant's fixtures or fittings not otherwise by law distrainable which may from time to time be thereon

(3) Exclusion of Use Warranty

Nothing in this Lease shall imply or warrant that the Community Centre may be used for the purpose herein authorised under the Planning Acts and regulations now or from time to time in force

(4) Service of Notices

Any notice hereinbefore or by statute required to be served shall be sufficiently served by the

Landlord if left or sent by recorded delivery post addressed to the Tenant at the Community Centre or if different to:

(a) [the Tenant's address for service in England and Wales is [address] (or any substituted address in England and Wales notified by the Tenant to the Landlord in accordance with this clause) and]

(b) [the Guarantor's address for service in England and Wales is [address] (or any substituted address in England and Wales notified by the Guarantor to the Landlord in accordance with this clause)

and by the Tenant or the Guarantor if sent by recorded delivery post addressed to the place of business or office for the time being of the Landlord's Assistant Director of Corporate Governance and any notice so sent shall be deemed to have been duly served at the expiration of twenty-four hours after the time of posting

(5) Paragraph Headings

Paragraph headings do not form part of this Lease and shall not be taken into account in the construction or interpretation hereof

(6) Cesser of Rent

If the Community Centre or any part thereof shall be destroyed or so damaged by fire or any other risk insured against by the Landlord so as to be unfit for occupation or use then unless the insurance of the Community Centre shall have been vitiated by the act neglect default or omission of the Tenant the rent hereby reserved or such fair and just proportion thereof according to the nature and extent of the damage sustained as shall be determined by the Landlord's Surveyor whose decision shall be final and binding shall be suspended and cease to be payable until the Community Centre shall be fit for occupation **AND FOR THE AVOIDANCE OF DOUBT** the Landlord shall not be under any obligation to reinstate the Community Centre.

(7) Compensation

No compensation shall be payable by the Landlord to the Tenant in respect of any improvements carried out by the Tenant to the Community Centre nor will the Landlord be under any obligation to provide alternative accommodation except insofar as current Landlord and Tenant legislation may apply.

(8) Damage from Services

The Landlord shall not be liable to the Tenant or any other person claiming through the Tenant for any damage which may be caused by defects in any plant or machinery pipes wires cables or other service media in the Community Centre or any neighbouring premises

(9) Arrears of Rent

If and whenever the Tenant shall fail to pay the rent including insurance rent and the Tenant's Contribution within twenty-one days of the due date whether or not demanded by the Landlord the Tenant shall become liable to pay Interest on such rent from the date when it was due to the date on which it is actually paid

8. TENANT'S EFFECTS

The Landlord shall be entitled to sell or otherwise dispose of on any terms that the Landlord thinks fit any or all of the Tenant's fixtures fittings and effects left by the Tenant on the Community Centre for more than seven days after the expiration or sooner determination of this Lease which said fixtures fittings and effects shall be deemed to become the sole property of the Landlord The Landlord shall be entitled to retain for its own purposes and use the proceeds of sale but shall be under an obligation to offset the said proceeds of sale against any sums which may be owing by the Tenant to the Landlord under the terms of this Lease

9. LANDLORD'S COVENANTS

Subject to the Tenant paying the rent including insurance rent and the Tenant's Contribution and performing and observing the several covenants on the Tenant's part and the conditions herein contained the Landlord hereby covenants with the Tenant

(1) That the Tenant shall have quiet enjoyment of the Community Centre against the

Landlord and all persons claiming title through the Landlord

(2) To keep the Community Centre insured against such perils including loss or damage by fire and in such minimum sum as the Landlord's Surveyor shall determine including two year's loss of rent architects and surveyors fees PROVIDED that the Tenant shall have the right to require the Landlord to increase the amount for which the Community Centre are insured or to require the Landlord to increase the scope or extent of the perils covered by the Landlord's Insurance Policy by giving to the Landlord's Surveyor not less than fourteen days' Notice of the Tenant's desire to increase such insurance as aforesaid Upon receipt of such Notice the Landlord shall cause the insurance cover to be so increased and shall be entitled to recover the additional premium from the Tenant in accordance with Clause 6(3) hereof

FOR THE AVIODANCE OF DOUBT there shall be no obligation on the Landlord to rebuild or reinstate the Community Centre in the event of the occurrence of an insured event and it shall be at the Landlord's sole discretion as to whether all insurance monies received other than for loss of rent are to be laid out in making good any damage caused to the Community Centre for which the money has been received PROVIDED THAT if the Landlord decide to make good any minor damage caused to the Community Centre:

(a) that the Landlord shall not be liable to the Tenant for any delays in such making good minor damage caused by strikes lock outs restrictions imposed by the Government or other Authority or by shortage of labour or materials or other cause beyond the Landlord's control

(b) that the Tenant shall allow the Landlord the Landlord's workmen and employees and such other persons as are necessary to enter upon the Community Centre for the purpose of making good any minor damage to the same as aforesaid

10. <u>DISPUTES</u>

(a) Any disputes arising as between the Tenant and the Landlord's tenants or occupiers of adjoining or neighbouring property belonging to the Landlord as to any easement right or privilege in connection with the use of the Community Centre and the adjoining or neighbouring property or as to the party or other walls separating the Community Centre from the adjoining property or as to the amount of any contribution towards the expenses of works and services used in common with any other property shall be decided by the Landlord's Surveyor whose decision shall be binding upon all parties to the dispute

(b) Without prejudice to the Landlord's rights under Clause 7(1) hereof any disputes or differences arising as between the Landlord and the Tenant as to their respective rights duties or obligations or as to any other matter or thing in any way arising out of or connected with the subject matter of this Lease other than as provided by sub-clause (a) of this Clause shall be determined by a single Surveyor acting as an arbitrator agreed between the parties or in default of agreement appointed by the President for the time being of the Royal Institution of Chartered Surveyors whose decision shall be final and binding and whose costs shall be in the award of such Surveyor

11. LOCAL AUTHORITY POWERS

For the avoidance of doubt nothing herein contained or implied shall prejudice or affect the Landlord's rights powers duties and obligations or fetter its decisions in the exercise of its functions as a local authority

12. REFERENCES TO COSTS AND VAT

All references in this Lease to:

(1) legal costs shall be construed as including all Counsel's fees reasonably incurred and Solicitor's costs (including profit costs whether the Solicitor engaged is employed by one party hereto or any other person) assessed in accordance with the Solicitors Remuneration Order 1972 on a Solicitor and Client basis and

(2) sums (including rents) payable by one party hereto to the other shall be construed as

references to such sums exclusive of the Value Added Tax imposed by the Finance Act 1972 and the Tenant shall pay in addition to any sum payable to the Landlord under this Lease any Value Added Tax payable in respect of that sum

13. EXCLUSION OF IMPLIED OBLIGATIONS OF LANDLORD AND EFFECT OF WAIVER

(1) Nothing in this Lease shall render the Landlord liable (by implication of law or otherwise) for the doing of anything which the Landlord has not expressly covenanted to carry out provide or do

(2) No acceptance or demand or receipt for rent by the Landlord after knowledge (actual or implied) by the Landlord or the Landlord's agents of any breach of any of the covenants agreements and obligations on the part of the Tenant herein contained or implied shall operate as a waiver in whole or in part of such breach or of the Landlord's right of forfeiture or re-entry in respect thereof but any such breach shall for all the purposes of this Lease be a continuing breach for so long as such breach shall be subsisting and no person taking any estate or interest under the Tenant shall be entitled to set up any such acceptance of or demand or receipt for rent as a defence in any action or proceedings by the Landlord

(3) Each of the covenants on the part of the Tenant contained or implied by this Lease shall remain in full force both at law and in equity notwithstanding that the Landlord shall have waived or released temporarily or permanently revocably or irrevocably or otherwise howsoever any similar covenant or covenants affecting any adjoining or neighbouring property

14. EXCLUSION OF PART II OF THE LANDLORD AND TENANT ACT 1954

Pursuant to a Notice served on the Tenant by the Landlord (Receipt of which Notice the Tenant hereby acknowledges) and a Declaration or Statutory Declaration dated the day of 2025 made by or on behalf of the Tenant pursuant to Schedule 2 of the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 the Landlord and Tenant hereby agree under the provisions of Section 38A(3)(b) of the Landlord and Tenant

Act 1954 (as amended) that the provisions of Sections 24 to 28 (inclusive) of the Landlord and Tenant Act 1954 are excluded in relation to the tenancy created by this Lease.

14.1 The Guarantor confirms that before [today OR it became contractually bound to be a party to this Lease:

14.2 the Landlord gave the Guarantor a notice dated [date] in relation to the tenancy in favour of the Guarantor which may be created under this Lease in a form complying with Schedule 1 to the 2003 Order; and

14.3 the Guarantor, or a person authorised by it in relation to that notice, made a [statutory] declaration dated [ ] in a form complying with Schedule 2 to the 2003 Order.

14.4 The Landlord and the Guarantor agree to exclude sections 24 to 28 (inclusive) of LTA 1954 in relation to the tenancy in favour of the Guarantor which may be created under this Lease.

15. EARLY DETERMINATION

It is hereby mutually agreed:- Landlords Determination

(a) That if any of the events or circumstances listed in the following sub-clauses (a) (i) to (v) shall happen or arise then (in addition to any other remedy to which he may be entitled under this Lease) the Landlord shall be entitled to give to the Tenant not less than three months' Notice to Quit in which case upon the expiry of such Notice to Quit the Term shall cease and determine but without prejudice to the rights and obligations of either party hereto in respect of any antecedent breach of covenant or condition

(i) If the Tenant shall deviate from or fail to observe or implement the provisions of the Tenants Articles of Association or any Mission Statement or its Constitution subject to regulators (Charity Commission and Companies House) recommendations and a proper and agreed process for any required investigation in each case as in existence at the date hereof

(ii) If the Tenant shall make any change or alteration or amendment whatever to the Tenants Articles of Association or any Mission Statement or Constitution which inhibits the Tenant carrying out its primary objectives unless this has been approved by the landlord

(iii) If there shall be substantive financial or administrative mismanagement of the Community Centre or the user thereof or the hiring out thereof

(iv) If there is a material change to community demand for the services and the Community Centre is substantially underutilised to the extent that the Community Centre is only open to the community base that it serves at less than 75% of the agreed opening hours for a continual period of six months

(v) If the Tenant fails to comply with any notice served by the Landlord under the Tenants repairing and maintenance obligations

(b) If the Tenant shall desire to determine the Term after 3 months from the Commencement Date of Term the Tenant shall give to the Landlord not less than one month previous notice in writing of such desire and shall up to the time of the expiry of such notice pay the rent outgoings and observe the covenants and conditions of this Lease then on the expiration of such notice the Term shall absolutely cease and determine but without prejudice to any antecedent right of action or remedy of either party against the other

(c) If the Landlord shall desire to determine the Term after 3 months from the Commencement Date of Term and then at any time thereafter and shall give to the Tenant not less than one month previous notice in writing of such desire then on the expiration of such notice the Term shall absolutely cease and determine but without prejudice to any antecedent right of action or remedy of either party against the other

16. CERTIFICATE

The parties hereby certify that there is no agreement for Lease to which this Lease give effect

THE SCHEDULE

Expenses incurred by the Landlord

1. "The Tenant's Contribution" shall mean 39% of all the costs and expenses payable in relation to the

Building OR 100% of all the costs and expenses payable in relation to the Community Centre (as conclusively determined by the Landlord's Surveyor and set out in an itemised account which will be produced to the Tenant) whatsoever incurred by the Landlord in each year including the items referred to in clause 6 (18) ending on the thirty-first day of March

2. TO THE EXTENT THAT THE LANDLORD SHALL NOT BE OBLIGATED TO UNDERTAKE ANY UNECONOMICAL REPAIRS OVERHAUL OR RENEWALS "the Landlord's Duties" shall mean all such services or other acts or things to be done by or on behalf of the Landlord to the Demised Premises or to adjoining or neighbouring premises or the estate of which the Demised Premises form part (hereinafter together referred to as "the Relevant Properties") which are used or enjoyed or capable of being used or enjoyed by the Tenant whether or not in common with other the owners or occupiers thereof and in respect of which the Tenant's Contribution shall be payable including the following:-

1) Periodically inspecting examining maintaining overhauling repairing and renewing and so far as appropriate cleaning decorating lighting and heating and otherwise keeping in good and serviceable order and condition all parts of the Relevant Properties both internal and external and the appurtenances thereof including all walls (whether or not structural or main) fences passages staircases lifts balconies accesses roads ways car parks amenity areas and other such items and all Conduits serving the same

2) Maintaining at all reasonable hours either through the existing system (if any) or through such other system or method (if any) as the Landlord shall think fit an adequate supply of hot water to the Demised Premises and during such winter period as the Landlord shall reasonably think fit sufficient and adequate heating to the Relevant Properties unless the Landlord shall be unable to perform this covenant by reason of the act neglect or default of the Tenant or the Tenant's agents servants or licensees or by reason of any breakdown or interruption of the supply of fuel or current or other cause whatsoever over which the Landlord has no control

3) Supplying providing purchasing maintaining renewing replacing repairing and keeping in good

and serviceable order and condition all appurtenances appointments fixtures and fittings bins receptacles tools appliances materials plant and machinery and other things as the Landlord thinks fit for the discharge of the duties and services referred to herein

4) Preparing such accounts and keeping such records as the Landlord thinks fit of all costs and expenses incurred in and about the discharge of the duties and services referred to herein including calculating the Tenant's Contribution and preparing and producing all itemised accounts in connection therewith

5) Complying with any relevant notice regulation or order of any competent local or other authority (including the Landlord itself acting in that capacity)

6) Carrying out all such other work or providing any such other services of any kind whatsoever as the Landlord may from time to time reasonably and properly think fit

I N W I T N E S S whereof the Landlord 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 COMMON SEAL of the **MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARINGEY** was affixed by Order **)**

.....
Authorised Officer

Signed as a Deed by the **TENANT** acting by {a director and its secretary} {two directors}

Director …….

Director / Secretary …….

Signed as a Deed by the ([**name of Trustee**])
In the presence of:

Name of Witness: ……

Address of Witness: ……

……

……

Occupation of Witness:……..

[[[Signed OR Executed**]** as a deed by [*name of Guarantor*] **[**acting by a director**]**	…… **[**Director**]**
In the presence of	
Witness signature:	……
Name:	[*name, in BLOCK CAPITALS*]
Address:	[*address*]
Occupation:	[*occupation*]