

THIS LEASE is made the                      day of                      2018

BETWEEN:

- (1) **CASTLETOWN TOWN COMMISSIONERS** ('the Landlord') and
- (2) **CASTLETOWN LAWN TENNIS CLUB** ('the Tenant')

NOW THIS DOCUMENT WITNESSES as follows:

## 1 DEFINITIONS AND INTERPRETATION

## 1.1 Definitions

In this Lease:

- 1.1.1 **‘the Interest Rate’** means the rate of 4% a year above the base lending rate from time to time of Isle of Man Bank Limited (or such other bank being a UK clearing bank of which the Landlord notifies the Tenant in writing from time to time but not more than once in any twelve month period).
- 1.1.2 **‘the Property’** means the land and building known as the Tennis Courts Complex The Crofts Castletown Isle of Man (*shown for the purpose of identification only edged red on the plan attached to this Lease*).
- 1.1.3 **‘the Rent’** means the initial rent of **£2,000.00** per annum plus VAT or as reviewed from time to time in line with the provisions contained in the Schedule for rent review.
- 1.1.4 **‘the Term’** means **21 years** from and including [ ] (the Commencement Date) together with any subsequent period when the Tenant remains in the Property.

## **1.2 Interpretation**

- 1.2.1 Where the Landlord or the Tenant consists of two or more persons, obligations expressed or implied to be made by or with them are deemed to be made by or with those persons jointly and severally (this means that they will each be liable for all sums due under this Lease and not just a proportionate part).
- 1.2.2 Words that indicate one gender include all other genders, words that indicate the singular include the plural and vice versa and words that indicate persons shall be interpreted as extending to a corporate body or a partnership and vice versa.

## **2 LETTING**

The Landlord lets the Property to the Tenant for the Term at the Rent.

## **3 COMPLIANCE WITH LEASE**

The Tenant and the Landlord agree with each other to observe their respective obligations set out in this Lease.

## **4 RENT AND INTEREST**

### **4.1 Rent**

The Tenant must pay the Rent during the Term by annual payments of £2,000.00 in arrears to the Landlord, the first payment being made on [ ].

### **4.2 Interest on sums not paid**

The Tenant must pay interest at the Interest Rate on any rent or other payment lawfully due under this Lease that is not received by the Landlord by 14 days after the payment was due. This interest is payable from the date

on which payment of the rent or other sum was due to the date of actual payment both before and after any court judgment.

## **5 OUTGOINGS**

The Tenant must pay and protect the Landlord against any loss arising from the Tenant's failure to pay rates payable in respect of the Property and all charges in respect of the supply of water, gas and electricity and all charges relating to telecommunications and internet services at the Property. The Tenant must pay all accounts within a reasonable period of receipt of them. If any service or facility is disconnected for non-payment of an account the Tenant must pay the re-connection charges and protect the Landlord against any loss arising from the disconnection.

## **6 STATE AND CONDITION**

### **6.1 The Property**

The Tenant must keep the Property in good repair and condition, properly maintained and decorated and reasonably clean and tidy and free from rubbish [*although this obligation does not extend to keeping the Property in any better state of repair and condition than it is at the date of this Lease*].

### **6.2 Service media**

The Tenant must keep the service media that are contained in and only serve the Property free from obstruction and in working order.

## **7 ALTERATIONS**

The Tenant must not damage or injure the Property, unite the Property with any adjoining premises and must not make any alteration to the Property or to the services or service media in the Property without the prior written consent of the Landlord.

## **8 APPEARANCE OF THE PROPERTY**

The Tenant must not erect any pole or mast or display any sign on the Property except with the prior written consent of the Landlord which is not to be unreasonably withheld or delayed.

## **9 RIGHTS OF ENTRY**

The Tenant must allow the Landlord, with any necessary contractors and workmen, to enter the Property on reasonable notice during normal business hours (or in the event of emergency at any time without notice), causing as little inconvenience to the Tenant as reasonably practicable and making good any damage caused to the Property and the Tenant's property for the following purposes:

- 9.1 to view the state and condition of the Property;
- 9.2 to carry out any repairs to the Property that are necessary by virtue of the Landlord's responsibilities under this Lease or by law or to any adjoining property that can only be carried out by having access to the Property; and
- 9.3 to inspect with interested parties during the 3 months before the anticipated date of the end of the Term with a view to proposed sale or letting and to fix and retain in a reasonable position on the Property a board advertising the Property for sale or letting.

## **10 DEALINGS**

### **ASSIGNMENT TO BE PERMITTED (SEE LTA CONDITIONS)**

This Lease is personal to the Tenant and the Tenant must not assign, sublet, charge or part with possession of the Property or any part of it and must not hold the Property on trust for another without the prior written consent of the Landlord.

## **11 USE AND NUISANCE**

### **11.1 Permitted use**

The Tenant must use the Property as **tennis courts** only.

### **11.2 Auctions, trades and immoral purposes**

The Tenant must not use the Property for any auction sale, any dangerous, noxious, noisy or offensive trade, business, manufacture or occupation or any illegal or immoral act or purpose.

### **11.3 Residential use, sleeping and animals**

The Tenant must not use the Property as sleeping accommodation or for residential purposes or keep any animal, bird or reptile on it.

### **11.4 Statutory obligations generally**

The Tenant must comply with all the requirements of any legislation (and any other obligations imposed by law or by any byelaws) applicable to the Property or the trade or business for the time being carried on there.

### **11.5 Planning**

11.5.1 The Tenant must comply with the provisions and requirements of all planning legislation affecting the Property. If the Tenant breaches any planning controls it must bear all the consequences of doing so whether they arise during the Term or after the end of it.

11.5.2 The Tenant must not make any application for planning permission without the consent of the Landlord whose consent will not be unreasonably withheld or delayed.

## **11.6 Nuisance**

The Tenant must not do anything on the Property that may be reasonably considered to be a nuisance or annoyance to the Landlord or the owners or occupiers of neighbouring property.

## **12 COSTS OF ENFORCEMENT**

The Tenant must pay the Landlord's reasonable costs, fees, charges, disbursements and expenses properly incurred in relation to or incidental to the recovery or attempted recovery of arrears of rent or other sums due under this Lease or any other steps taken in contemplation of or in direct connection with enforcement of the obligations on the part of the Tenant under this Lease.

## **13 NOTICES AND INFORMATION**

The Tenant must give notice to the Landlord as soon as reasonably practicable of:

- 13.1 any disrepair of or damage to the Property;
- 13.2 any notice or order it receives from a local or statutory authority in respect of the Property; and
- 13.3 any act by a tenant or occupant of any neighbouring property or a third party that might adversely affect the Landlord's interest in the Property.

## **14 SECURITY AND KEYHOLDERS**

The Tenant must keep the Property secure and must ensure that at all times the Landlord has and the local police have written notice of the name, home address and home telephone number of at least 1 keyholder of the Property.

## **15 GIVING BACK POSSESSION AT THE END OF THE TERM**

### **15.1 Possession and condition**

The Tenant must give vacant possession of the Property back to the Landlord at the end of the Term in the state of repair and condition specified in clause 6 STATE AND CONDITION, give up all keys of the Property to the Landlord and remove tenant's fixtures and fittings (if reasonably requested to do so by the Landlord) and all signs put up by the Tenant, immediately making good any damage caused by their removal.

### **15.2 Items left**

The Tenant will be responsible for meeting all reasonable removal and storage charges if items of property and belongings are left in the Property at the end of the Term. The Landlord will remove and store the items for a maximum of one month. The Landlord will notify the Tenant that this has been done at the Tenant's last known address. If the items are not collected within one month, the Landlord may dispose of the items and the Tenant will be liable for the reasonable costs of disposal. The costs may be deducted from any sale proceeds and if there are any costs remaining they will remain the Tenant's liability.

## **16 NON-DISTURBANCE**

The Landlord must permit the Tenant peaceably to hold and enjoy the Property during the tenancy created by this Lease without any interruption or disturbance from or by the Landlord or any person claiming under or in trust for it.

## **17 INSURANCE**

### **17.1 Landlord's obligation to insure**

The Landlord must keep the Property insured against damage or destruction by fire and other usual risks for the full cost of rebuilding and reinstating the

Property unless the insurance is rendered void or made invalid by any deliberate act of the Tenant or by anyone under his control.

#### **17.2 Suspension of the Rent**

If the Property or any part of it is damaged by any risk against which it is insured (or by any risk against which cover is not generally available or is only available on terms making it unreasonable to take out cover) so as to be unfit for occupation the Rent, or a fair proportion of it, shall be suspended until the Property, or the affected part, is fit for occupation. This provision does not apply where payment of any insurance money is wholly or partly refused because of any deliberate act or default of the Tenant or anyone under his control.

#### **17.3 Reinstatement**

The Landlord must (if practicable) reinstate the Property or any part damaged by any risk against which it is insured (or by any risk against which cover is not generally available or is only available on terms making it unreasonable to take out cover) and if he fails to do so within a reasonable time the Tenant shall be entitled to treat this lease as at an end. This provision does not apply where payment of any insurance money is wholly or partly refused because of any deliberate act or default of the Tenant or anyone under his control.

#### **17.4 Tenant's obligations as to insurance**

The Tenant must not do anything or fail to comply with any requirement as a result of which the policy of insurance taken out by the Landlord in relation to the Property may become void or voidable or invalidated or by which the rate of premium on the policy may be increased.

#### **17.5 Landlord's further insurance obligations**

The Landlord must provide the Tenant with a summary of the risks covered by the policy of insurance and of any requirements of the insurers of which



the Tenant needs to be aware and the Landlord must notify the Tenant of any material change in those risks or requirements from time to time.

## **18 RECOVERY OF POSSESSION**

If and whenever during the Term:

- 18.1 the Rent is unpaid for 14 days after becoming due, whether formally demanded or not, or
- 18.2 there is a breach by the Tenant of any obligation or other term of this Lease,  
  
or
- 18.3 the Tenant, being an individual, becomes subject to a bankruptcy order or has an interim receiver appointed to his property, or
- 18.4 the Tenant, being a company, enters into liquidation whether compulsory or voluntary—but not if the liquidation is for amalgamation or reconstruction of a solvent company - or enters into administration or has a receiver appointed over all or any part of its assets, or
- 18.5 the Tenant has any distress, execution or other similar process levied on his goods (these are legal processes under which a person's goods can be taken and sold to meet outstanding liabilities)
- 18.6 the Landlord becomes aware of any persons in or on the Property being in possession of Class A, B or C illegal controlled substances as defined under the Misuse of Drugs Act 1976 or any amendment thereto or such other illegally controlled substances at any time during the Term

the Landlord may at any time re-enter the Property at which point the tenancy created by this Lease shall cease absolutely but this shall not affect any rights or remedies that may have accrued to the Landlord against the

Tenant or to the Tenant against the Landlord in respect of any breach of this Lease.

**19 VAT**

All sums due to be paid by the Tenant under this Lease are expressed exclusive of VAT and the Tenant must in addition pay the full amount of any VAT or other similar tax on those sums for which the Landlord or other person entitled to the payments is from time to time accountable.

**22 SEVERANCE CLAUSE**

If any term of this Lease is, in whole or in part, held to be illegal or unenforceable to any extent under any enactment or rule of law, that term or part shall to that extent be deemed not to form part of this agreement and the enforceability of the remainder of this agreement shall not be affected.

**23 JURISDICTION**

The Landlord and the Tenant agree that this agreement shall be exclusively governed by and interpreted in accordance with the laws of the Isle of Man and to submit to the exclusive jurisdiction of the Manx Courts.

**24 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 2001**

This agreement shall not operate to confer any rights on any third party and no person other than the parties to it may enforce any provision of this agreement by virtue of the Contracts (Rights of Third Parties) Act 2001.

**25 EXCLUSION OF TENACIES (IMPLIED TERMS) ACT**

It is expressly agreed between the parties hereto that the provisions contained in the First Schedule of the Tenancies (Implied Terms) Act 1954 shall not apply to this Lease.

**IN WITNESS WHEREOF** the parties have executed these presents the day month and year first before written

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## **SCHEDULE: THE RENT AND RENT REVIEW**

### **1. Definitions**

For all purposes of this Schedule the terms defined in this paragraph have the meanings specified.

#### **1.1 'The Base Figure'**

'The Base Figure' means *(insert the index figure for the month preceding the grant of the Lease or otherwise as has been agreed)*.

#### **1.2 'The Index'**

'The Index' means the 'all Items' index figure of the Retail Prices Index published by the Treasury of the Isle of Man Government or any successor body.

#### **1.3 'A review period'**

References to 'a review period' means a period beginning on any review date and ending on the day before the next review date, and qualified uses of the term are to be construed accordingly.

### **1.4 Ascertaining the Rent**

#### **1.4.1 The Rent**

Until the First Review Date the Rent is to be the Initial Rent, and thereafter during each successive review period the Rent is to be a sum equal to the greater of the Rent payable under this Lease immediately before the relevant review date or, if payment of Rent has been suspended as provided in this Lease, the Rent that would have been payable had there been no such suspension, or the revised Rent that is ascertained in accordance with this schedule.

#### **1.4.2 Determination of the revised Rent**

The Rent for any review period is to be determined at the relevant review date by multiplying the Initial Rent by the Index for the month preceding the relevant review date and dividing the result by the Base Figure.

#### **1.4.3 Changes in the Index**

If the reference base used to compile the Index changes after the date of this Lease, the figure taken to be shown in the Index after the change is to be the

figure that would have been shown in the Index if the reference base current at the date of this Lease had been retained.

#### ***1.4.4 Arbitration of problems***

If it becomes impossible to calculate the Rent for any Review Period by reference to the Index because of any change in the methods used to compile the Index after the date of this Lease or for any other reason whatever, or if any dispute or question whatever arises between the parties as to the amount of the Rent for any review period or the construction or effect of this schedule, then the Rent for that review period or the disputed matter is to be determined by an arbitrator to be appointed either by agreement between the parties or, in the absence of agreement, by the President for the time being of the Royal Institution of Chartered Surveyors, or any person authorised by him to make appointments on his behalf, on the application of either the Landlord or the Tenant. This is to be deemed to be a submission to arbitration within the meaning of the Arbitration Act 1976. The arbitrator is to have full power to determine, on such dates as he considers appropriate, what the increase in the Index would have been had it continued on the basis assumed for the operation of this rent review and in view of the information assumed to be available for it. If that determination is also impossible, the arbitrator must determine a reasonable rent for the Premises on such dates as he considers appropriate, having regard to the purposes and intent of the provisions in this Lease for the review of the Rent.

#### ***1.4.5 Notice of the Rent payable***

The Landlord must, before each review date, give notice to the Tenant of the amount of the Rent for the next review period.

#### ***1.4.6 Memoranda of the Rent payable***

Whenever the Rent has been ascertained in accordance with this schedule, memoranda to that effect must be signed by or on behalf of the Landlord and the Tenant and annexed to this document and its counterpart and the Landlord and the Tenant must bear their own costs in this respect

SIGNED on behalf of the Landlord: - :

Witnessed by: - :

\_\_\_\_\_

: Authorised signatory

EXECUTED by the Tenant: - :

Acting By:-

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