

DATED 10 April

2019

HAMPSHIRE COUNTY COUNCIL

and

TRUSTEES OF LORDSFIELD SWIMMING CLUB

LEASE

Swimming Pool at Overton Church of England Primary School

Court Drive

Overton

Basingstoke

Hampshire

RG25 3ES

Barbara Beardwell

Head of Law and Governance and

Monitoring Officer

Hampshire County Council

The Castle

Winchester

SO23 8UJ

117966/pgb

11/07/2018

PREScribed CLAUSES

LR1. Date of lease 10 April 2019.

LR2. Title number(s)

LR2.1 Landlord's title number(s)

LR2.2 Other title numbers

None.

LR3. Parties to this Lease

Landlord

HAMPSHIRE COUNTY COUNCIL of The Castle, Winchester, Hampshire SO23 8UJ.

Tenant

TRUSTEES OF LORDSFIELD SWIMMING CLUB Charity Number 1156811 of 15 Station Road, Overton, Basingstoke, Hampshire RG25 3DU

Guarantor

None.

LR4. Property

The Property as specified in this Lease in the definition of the Property at **clause 1**

In the case of a conflict between this clause and the remainder of this Lease then, for the purposes of registration, this clause shall prevail.

LR5. Prescribed statements etc.

None.

LR6. Term for which the Property is leased

From and including: 10 April 2019
To and including: 9 April 2044

LR7. Premium

None

LR8. Prohibitions or restrictions on disposing of this Lease

This Lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

None.

LR10. Restrictive covenants given in this Lease by the Landlord in respect of land other than the Property

None.

LR11. Easements

LR11.1 Easements granted by this Lease for the benefit of the Property

The easements granted for the benefit of the Property as specified in this Lease at **clauses 1.1 and 1.2.**

LR11.2 Easements granted or reserved by this Lease over the Property for the benefit of other property

The easements granted or reserved by this Lease over the Property as specified in this Lease at **clause 1.1.**

LR12. Estate rentcharge burdening the Property

None.

LR13. Application for standard form of restriction

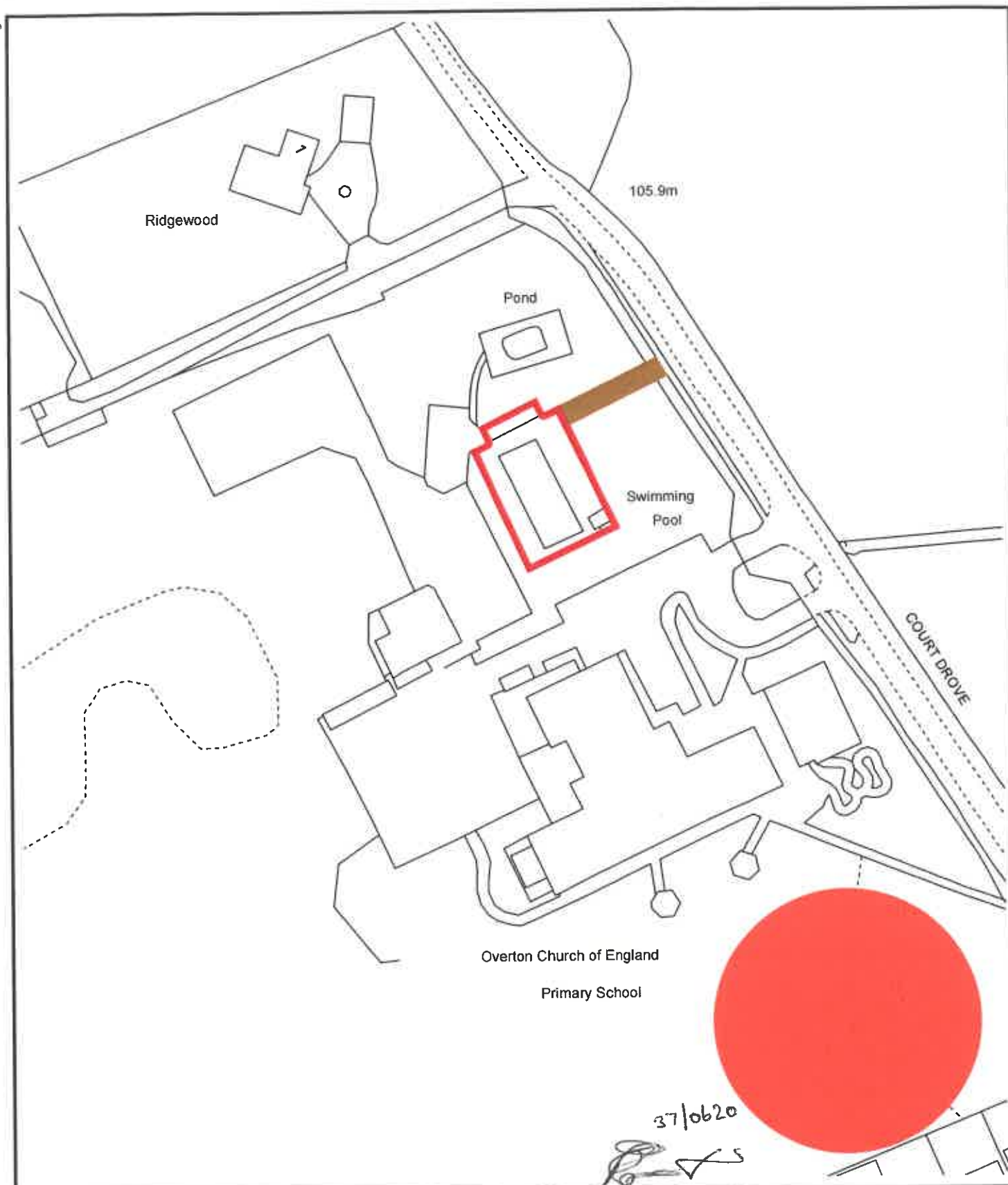
None.

THIS LEASE is made the 10 day of April 2019
BETWEEN

- (1) **HAMPSHIRE COUNTY COUNCIL** of The Castle Winchester in Hampshire (the "**County Council**") which express shall where the context so admits include their successors in title) of the one part; and
- (2) **TRUSTEES OF LORDSFIELD SWIMMING CLUB** registered with charity number 1156811 of 15 Station Road, Overton, Basingstoke, Hampshire RG25 3DU (the **Tenant**)

WITNESSETH as follows:-

1. THE County Council with Full Title Guarantee hereby demise to the Tenant ALL THAT Swimming Pool Changing Rooms Plant Room and surrounding boundaries including all fences footpaths and gates ("the **Property**") being part of the Overton Church of England Primary School (the "**School**") Court Drove Overton Basingstoke Hampshire RG25 3ES and the (the "**County Council's Land**") being all that land demised in a Conveyance dated 18th January 1957 made between (1) National Camps Corporation Limited (2) Arnold Wilfred Sarson (3) County Council of the County of Southampton and (4) The Laverstoke Investment Trust Limited as is shown edged red and shaded brown on the plan (the "**Plan**") attached to this Lease Together With the right for the Tenant its staff and members and all persons authorised by the Tenant:
 - 1.1 To use in common with the School and all others having the like right the service media supplying the Property and to make connections to that service media and if necessary accessing the County Council's Land to do so obtaining the County Council's prior written consent to such works and making good all damage caused by any such connections and at all times complying with the School's Safeguarding Procedures from time to time
 - 1.2 The right of access to the County Council's Land in connection with the repair, maintenance and/or or replacement of any buildings, plant, fixtures and fittings at the Property or any service media serving the Property or any of the Tenant's covenants in this Lease obtaining the County Council's prior written consent to such works and making good all damage caused by any such connections and at all times complying with the School's Safeguarding Procedures from time to time



**SWIMMING POOL AT
OVERTON PRIMARY SCHOOL
COURT DROVE
OVERTON
RG25 3ES**



**Hampshire
County Council**

**Property
Services**

PLAN NO.
A / 01 / 1699

FILE REF.
01/E/088.004.000

DATE
April 2018

SCALE
1:1105 @ A4

REV.
B

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- 1.3 A right of vehicular access to and from the Property for emergency vehicles and for occasional heavy or bulky or deliveries that cannot be delivered to the Property via the Footpath subject to prior approval of the School in the case of deliveries (such consent not to be unreasonably withheld or delayed and deemed given if no response received within 2 working days)
- 1.4 SUBJECT TO all rights, easements, quasi-easements, restrictions, covenants and liabilities affecting the Property including without prejudice to the generality of the foregoing those described in the First Schedule and also subject to a right for the County Council and the School and their pupils, employees invitees and any other persons authorised by it to pass and repass on foot only over and along a separated and secured and fenced new footpath (the “**Footpath**”) for access and egress to the Property from Court Drove to be constructed by the Tenant on the Property at the Tenant’s expense within 12 months of the date of this Lease in the location shown coloured brown on the Plan (and to a design and specification as detailed in planning application reference: 19/00182/FUL)

TO HOLD the same unto the Tenant from the date of this Lease for the term of Twenty Five (25) years (“the **Term**”) (subject to earlier determination as herein provided)

- 1.5 Yielding and paying therefore exclusive of Value Added Tax:

- 1.5.1 for the period from and including the date of this Lease up to and including the 9 day of April 2020 the yearly rent of £500.00 such rent to be paid yearly in advance on the date of this Lease; and thereafter
- 1.5.2 for the period from and including the 10 day of April 2020 up to and including the day immediately preceding the first Review Date the yearly rent of £750.00 All such yearly rents to be paid annually in advance on each anniversary of the date of this Lease; and thereafter

1.5.3 from and including the first Review Date throughout the remainder of the Term the yearly rents agreed or determined in accordance with the provisions of the Second Schedule

all such yearly rents to be paid without any deduction counterclaim or set off (whether legal or equitable) (save where required by statute) by equal annual payments in advance in cleared funds on each anniversary of the date of this Lease throughout the Term and proportionately for any period of less than a year.

- 1.6 By way of further rent a charge to be paid within 14 days of written demand in respect of a fair and reasonable proportion of any services provided by the School to the Tenant to include (but without limitation) water and sewerage charges refuse collection caretaking and cleaning (if any) and metered utilities supplied to the Property.
- 1.7 Sub-meters will be installed and/or moved as required (whichever is most cost effective and subject to the previous agreement of the parties to this Lease) by the County Council (or at the Tenant's request by the Tenant) at the Tenant's cost and the cost re-charged to the Tenant subject to prior consultation and approval of such costs with the Tenant both parties acting reasonably.
- 1.8 The Tenant will lodge a deposit in the sum of £2500 with the Landlord on completion of this Lease in connection with any default in paying for utilities serving the Property by the Tenant and such deposit will be held for the duration of the Term of the Lease and will be used by the School for payment in the event of any default by the Tenant. If such deposit is used by the County Council against such default then the Tenant will at the end of that year of the Term in question pay the sum needed to bring the deposit back up to £2,500
- 1.9 The County Council or the School will invoice no later than 1 month in advance of the swimming season for the estimated utility costs (the invoice is to include a breakdown as to how the estimated utility costs have been calculated and are subject to prior approval by the Tenant) less £2500 (or any part of this sum still held by the County Council) and then when actual costs are calculated from the sub-meter

readings the Tenant will pay the School the balancing charge within 14 days of written demand (again such request for a balancing charge to include a full breakdown of costs incurred) together with a management fee for re-charging the utility costs at the rate of £300 per annum (£100.00 per annum per utility) for the first year and thereafter to be reviewed at the end of each swimming season on a time basis

- 1.10 The School will use its best endeavours to issue the balancing charge together with the management fee within two months' of the end of the swimming season closing each year. In the event that all utilities are separated from the school's supplies, the management fee for invoicing for utilities will no longer be charged by the School.

- 1.11 By way of further rent any Value Added Tax properly payable pursuant to clause 2.5

2. THE Tenant hereby covenant with the County Council to the intent that the obligations shall continue throughout the continuance of this Lease as follows:-

- 2.1 To pay the yearly and other rents hereby reserved or made payable on the days and in manner aforesaid

- 2.2 2.2.1 To pay all existing and future rates and taxes in respect of the Property or reimburse the School on demand a fair proportion of the business rates payable in respect of the School based on the area of the Property in relation to the total floor area of the School.

2.2.2 The Tenant will within one month from the grant of this Lease make an application to the Local Authority for the Property to be separately assessed by the Valuation Office Agency and the Tenant will pay the business rates so assessed direct to the local authority.

- 2.3 To pay for all water gas and electricity consumed in the Property in accordance with clauses 1.6 to 1. 8 above.

- 2.4 Whilst the utilities are not separated from the School the Tenant will pay a fair and reasonable proportion of the costs of repair maintenance and renewal of all service media supplying the Property from time to time
- 2.5 All sums payable by the Tenant are exclusive of any VAT that may be chargeable and the Tenant shall pay VAT in respect of all taxable supplies made to it in connection with this Lease on production of a valid VAT invoice addressed to the Tenant. Every obligation on the Tenant under or in connection with this lease to pay, refund or to indemnify the Landlord or any other person any money or against any liability includes an obligation to pay, refund or indemnify against any VAT, or an amount equal to any VAT, chargeable in respect of it.
- 2.6 If any yearly or other rent or any other money payable under this Lease has not been paid within 14 days from the date it is due. In the case of the yearly rent only whether it has been formally demanded or not the Tenant shall pay the County Council interest at the rate of 4% above National Westminster Bank PLC from time to time on that amount for the period from the due date to and including the date of payment.
- 2.7 At all times throughout the Term the Tenant shall keep the whole of the Property together with the Footpath and all fixtures and fittings and all plant and machinery therein and any improvements required as a result of statutory obligations in good repair maintenance and keep the Property clean and tidy and in good decorative order in colours first approved by the County Council and the Tenant will redecorate the Property in the last year of the Term (howsoever determined) in colours first approved by the County Council SAVE THAT the Tenant shall not be required to put the Property into any better state of repair, condition and decorative order (including plant, fixtures, fittings and improvements) than as shown in the photograph schedule of condition annexed to this Lease.
- 2.8.1 To keep open and use the Property only as a charitable community swimming club during such hours only as shall be outside of normal school hours (and for the avoidance of doubt "outside normal school hours" will be before 08.00 and after 16.30 hours on weekdays during statutory school term dates) or at

any other time as shall first be agreed in advance with the Head Teacher of the School not to use or permit or suffer the Property to be used so as to cause a statutory nuisance or disruption to the operation of the School.

- 2.8.2 The Tenant is to take all necessary precautions to protect the public and the School pupils and staff from harm arising from the use of the Property and any actions undertaken by the Tenant and must comply with the School's security and safeguarding policies at all times
- 2.9 To obtain all planning consents building regulation approvals or any other statutory approvals which may be required in respect of the Tenant's use of the Property
- 2.10 Not at any time to assign underlet or part with occupation or possession of the whole or any part of the Property Provided That a licence to the School to use the Property or the hiring out by the Tenant to local community clubs and societies on an occasional basis shall not be deemed any breach of this covenant
- 2.11.1 Not to do or permit or suffer to be done upon the Property anything which may be or become a statutory nuisance or annoyance or which may cause a statutory nuisance or which causes damage or to the County Council or the School or any owners or occupier of any adjoining or adjacent property; and
- 2.11.2 Without limitation to the foregoing the Tenant covenants with the County Council for the benefit and protection of the surrounding land environment and wildlife (the "Surrounding Land") and to avoid the risk of damage from fire to the School or Surrounding Land that it will not release or permit anyone under its control to release balloons Chinese or sky lanterns ("Sky Lanterns") or anything of a similar nature whatsoever at the Property.

- 2.12 To be responsible for and to indemnify the County Council and the School against all damage occasioned to the Property or any adjacent or neighbouring premises or to any person caused by any act omission or fault or negligence of the Tenant or any servants or agents of the Tenant
- 2.13 Upon receipt of any notice order direction or other thing from any competent authority affecting or likely to affect the Property whether the same shall be served directly upon the Tenant or the original or a copy thereof be received from any person whatsoever the Tenant will so far as such notice or direction or other thing or the act regulations or instrument under or by virtue of which it is issued or the provisions thereof require it so to do comply with it as their own expense (unless such requirements are not connected with the Tenant's use and occupation of the Property) provided nevertheless that such notice relates to the interior of the Property and will forthwith deliver to the County Council a copy of such notice or direction or other thing
- 2.14 Not to carry out any works alterations or additions to the Property (save as permitted by this Lease) without the County Council's prior written consent (such consent not to be unreasonably withheld or delayed) and no external signs or advertisements are to be displayed without the School's and County Council's prior written consent (such consent again not to be unreasonably withheld or delayed) save that the Tenant may carry out internal non-structural works without the Landlord's consent.
- 2.15.1 The Tenant shall take all necessary action to ensure that the Property is left in a secure condition when unoccupied and that any security instructions given by the County Council in respect of the Property are complied with
- 2.15.2 The Tenant is to take all reasonably necessary actions to ensure that no members of the swimming club or its visitors or staff gain access to the School or its grounds and to safeguard the security of the School and the safeguarding of its pupils, staff and visitors at all times and to comply with all reasonable requirements and instructions of the School including the development of a joint fire evacuation plan if deemed necessary. In this

respect the Tenant will maintain regular and frequent contact and liaison with the Head Teacher of the School.

2.16 On the expiration or sooner determination of the Term to deliver to the County Council the Property and all the alterations made thereto by the Tenant together with the fixtures plant and machinery thereon or which may be thereafter affixed therein during the Term (other than tenants fixtures) in accordance with the Tenant's covenants hereinbefore contained provided that nothing herein contained shall require a better standard of repair than that prevailing at the date hereof as is evidenced by the photographic schedule of condition attached to this Lease

2.17.1 The Tenant is to ensure that its members visitors and staff behave in a responsible manner consistent with its presence on a School site and to ensure compliance with all Health Safety and Welfare legislation and the requirements for water quality set out by the Pool Water Treatment Advisory Group.

2.17.2 In addition the Tenant will be required to have in place the following and will be obliged to produce evidence to the County Council on demand but at least once a year:

- Swimming Pool Normal Operating Procedures
- Swimming Pool Emergency Action Plan
- A risk assessment for use and management
- A swimming pool daily log sheet for water quality testing
- Monthly testing by a competent contractor (preferably Hampshire Scientific Services)
- A qualified Pool Plant Operator
- A system for maintaining and monitoring the swimming pool and the safe storage of chemicals
- Separate Fire Risk Assessment and Management Plan
- A record of chemicals stored on site

2.18 The Tenant shall contribute the sum of £1,750.00 (no VAT) to the County's Council's legal and professional costs on completion of this Lease.

3 THE County Council hereby covenant with the Tenant that the Tenant paying the yearly and other rents and performing and observing the covenants and conditions and stipulations herein contained and on its part to be performed and observed the Tenant shall and may peaceably and quietly hold and enjoy the Property without any lawful

interruption or disturbance from or by the County Council its successors in title or any person or persons claiming under or in trust for them

4 IN this clause 4 the following expressions shall bear the following meanings:

- 4.1 **Insurance Costs and Reinstatement:** means the cost and all premium for the insurance the Property for its full reinstatement cost from time to time (taking inflation of building costs into account) against loss or damage by or in consequence in the Insured Risks including costs of demolition site clearance site protection and shoring-up professionals' and statutory fees and incidental expenses and the cost of any work which may be required under any law and VAT in respect of all those costs;
- 4.2 **Insured Risks** means fire explosion lightning earthquake storm flood bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them; impact by vehicles, riot, civil commotion and any other risks against which the Tenant decides to insure against from time to time or as required by the County Council and **Insured Risk** means any one of the Insured Risks.
- 4.3 The Tenant shall keep the Property together with the County Council's fixtures and fittings plant and machinery insured against loss or damage by the Insured Risks for the sum which its full reinstatement cost (taking inflation of building costs into account) with an insurance company or entity that is authorised by the Department of Trade and Industry in the United Kingdom to underwrite insurance business.
- 4.4 The Tenant shall, subject to obtaining all necessary planning and other consents, use all insurance money received in connection with any damage to the Property to repair the damage for which the money has been received in rebuilding the Property.
- 4.5 If, following damage to or destruction of the Property the Property is unfit for occupation, use or is inaccessible, the rents and all other payments due under this Lease shall be suspended until such time as the Property is fit for occupation and use and is accessible or this Lease is terminated in accordance with clause 4.6 below

save if any utilities are still being charged in connection with the Property which shall continue to be paid by the Tenant.

4.6 If, following damage to or destruction of the Property it is impossible or impractical or in the Tenant's opinion it is not economic or viable to repair or replace or reinstate the Property either the Tenant or the County Council the Landlord may terminate this lease by giving no less than 3 months' prior written notice to the other party. On giving notice this lease shall determine but this shall be without prejudice to any right or remedy in respect of any breach of the covenants contained in this Lease.

4.7 The Tenant is to indemnify the County Council and the School against any claim arising from the Tenant's use of the Property and shall hold £10million employers liability and a minimum of £10 million Public Liability and a minimum of £100,000.00 professional indemnity insurance cover.

5 IT is hereby agreed and declared between the parties hereto as follows:-

5.1 If any part of the yearly rent shall at any time be in arrear for twenty one days (whether formally demanded or not) or if the Tenant shall neglect to perform or observe any of the covenants on its part hereinbefore contained the County Council may at any time thereafter determine this Lease and re-enter upon the Property but without prejudice to the right of action of in respect of any other breach of the covenants on the part of the Tenant herein contained

5.2.1 If the Tenant shall desire to determine the Term and this Lease at any time it shall give to the County Council not less than twelve (12) months previous notice in writing of such its desire then immediately on the expiration of such notice this present demise and everything herein contained shall cease and be void but without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim or breach of covenant

5.2.2 In the event that the School is permanently closed or the Property is required by the County Council to be able to carry out its statutory functions as the local education authority then the County Council may determine the Term and this Lease at the end of the 5th year of the Term on giving to the Tenant not less than 12 months prior written notice then immediately on the expiration of such notice this present demise and everything herein contained shall cease and be void but without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim or breach of covenant

5.2.3 If the swimming pool is closed for 12 months then either the Tenant or the County Council may determine the Term of this Lease on one month's written notice Except that in the event the Tenant has sufficient reserves or has made a bona fide application for grant funding for repairs essential to operate the swimming pool within a 12 month period and has provided satisfactory evidence to the County Council the County Council will permit closure for a maximum period of 24 months provided that Tenant maintains the Property in no worse condition than it was in as at the date of closure and complies with all the other Tenant's obligations contained in this Lease to ensure the Property is kept secure.

5.2 Any notice to be given under the terms of this Lease may be given by recorded delivery post by the Tenant to the County Council addressed to their County Secretary at The Castle Winchester and by the County Council to the Tenant to the Tenant's Correspondence Secretary for the time being

6 THE parties confirm that;

6.1 The County has served a notice on the Tenant as required by section 38 A (3) (a) of the Landlord and Tenant 1954 applying to the tenancy created by this Lease before this Lease was entered into;

- 6.2 Tanija Bridge and Janice Stott who was duly authorised by the Tenant to do so made a statutory declaration dated 5 April 2019 in accordance with the requirements of section 38 A (3) (b) of the Landlord and Tenant 1954; and
- 6.3 There is no agreement for lease to which this lease gives effect.
- 6.4 The parties agree that the provisions of sections 24 to 28 of the LTA 1954 are excluded in relation to the tenancy created by this lease.
- 7 A person who is not a party to this lease shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.
8. THE provisions of this Lease shall unless the context otherwise requires be construed as follows:
- 8.1 Obligations and liabilities of a Party comprising more than one person are obligations and liabilities of such persons jointly and severally;
- 8.2 Words importing one gender include all other genders and words importing the singular includes the plural and vice versa;
- 8.3 A covenant by any party not to do something shall be construed as including a covenant not to permit or knowingly to suffer it to be done by a third party;
- 8.4 A consent or approval to be given by the County Council is not effective for the purposes of this Lease unless it is in writing and signed by or on behalf of the County Council;
- 8.5 Reference to a statute includes any amendment, modification, extension, consolidation or re-enactment of it and any statutory instrument, regulation or order made under it which is for the time being in force;
- 8.6 Headings to clauses, Schedules or parts of this Lease do not affect the interpretation or construction of the lease;
- 8.7 A consent or approval which cannot be unreasonably withheld shall not be unreasonably delayed;
- 8.8 The words "include" and "including" are deemed to be followed by the words "without limitation";
- 8.9 A reference to any act or to any act or omission of the Tenant includes any act or any act or omission of any other person at the Premises or with the Tenant's express or implied authority.

9. Charities Act 2011

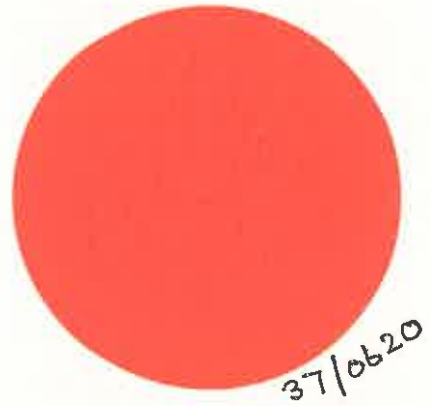
The land demised will, as a result of this lease be held by Lordsfield Swimming Club, a non-exempt charity, and the restrictions on dispositions imposed by sections 117 to 121 of the Charities Act 2011 will apply to the land (subject to section 117(3) of that Act).

IN WITNESS whereof the parties hereto have executed this document as a deed the day and year first before written

Executed as a Deed by affixing)
THE COMMON SEAL of HAMPSHIRE)
COUNTY COUNCIL in the presence of:-)



Authorised Signatory



Executed as Deed by and

For and on behalf of
TRUSTEES OF LORDSFIELD SWIMMING CLUB
A Charitable Incorporated Association

in the presence of:-

Charity Trustee

Charity Trustee

THE FIRST SCHEDULE

The covenants and matters contained mentioned or referred to in a Conveyance dated 18th January 1957 made between (1) National Camps Corporation Limited (2) Arnold Wilfred Sarson (3) County Council of the County of Southampton and (4) The Laverstoke Investment Trust Limited

THE SECOND SCHEDULE

(Rent Review)

1. DEFINITIONS

In this Schedule the following words and expressions shall bear the following meanings:

Annual Rent: rent at an initial rate of £500.00 per annum and then as revised pursuant to this lease to £750.00 per annum.

Base RPI Month: April 2019 or, where there has been at least one review of the Annual Rent in accordance with clause paragraph 2.1, the month that falls two months before the month in which the most recent prior Review Date fell

Base Rent: rent of £750.00 per annum or the Annual Rent payable immediately before a Review Date.

Indexed Rent: the rent determined in accordance with clause 13.2.3.

Interest Rate: the rate specified in clause 2.6 of this Lease.

RPI: the Retail Prices Index or any official index replacing it.

2 REVIEW OF THE ANNUAL RENT

In this Schedule the President is the President for the time being of the Royal Institution of Chartered Surveyors or a person acting on his behalf (**President**), and the Surveyor is the independent valuer appointed pursuant to clause (**Surveyor**).

- 2.1 The Annual Rent shall be reviewed in an upward direction only on and from the First Rent Review Date falling on 10 April 2024 and each subsequent Rent Review Date on every 5th anniversary of the date of this Lease throughout the Term to equal the Revised Rent (or Rent which would then be payable but for any abatement or suspension of the Annual Rent or restriction on the right to collect it)
- 2.2 The Indexed Rent for a Rent Review Date shall be determined by multiplying the Base Rent by the All Items index value of the RPI for the month that falls two months before the month in which that Review Date falls, then dividing the product by the All Items index value of the RPI for the Base RPI Month for the avoidance of doubt there shall be no compounding worked example:

Date of Lease signing Feb 2019 (example)			
	Annual rent	Base Rent	RPI (example)
Feb 2019	500.00		280
Feb 2020	750.00		
Dec 2023		750.00	304
Feb 2024	814.29		
Dec 2028		814.29	329
Feb 2029	881.25		

- 2.3 The County Council shall calculate the Indexed Rent as soon as reasonably practicable and shall give the Tenant written notice of the Indexed Rent as soon as it has been calculated.
- 2.4 If the Revised Rent has not been calculated by the County Council and notified to the Tenant on or before a Rent Review Date, the Annual Rent payable from that Rent Review Date shall continue at the rate payable immediately before that Rent Review Date. No later than five working days after the Revised Rent is notified by the County Council to the Tenant, the Tenant shall pay:
- 2.4.1 the shortfall (if any) between the amount that it has paid for the period from that Rent Review Date until the day before the rent payment day following the date of notification of the Revised Rent and the amount that would have been payable had the Revised Rent been notified on or before that Rent Review Date; and
- 2.5 Time shall not be of the essence for the purposes of this clause.
- 2.6 Subject to paragraph 27 if there is any change to the methods used to compile the RPI, including any change to the items from which the All Items index of the RPI is compiled, or if the reference base used to compile the RPI changes, the calculation of the indexed rent shall be made taking into account the effect of this change.
- 2.7 The County Council and the Tenant shall endeavour, within a reasonable time, to agree an alternative mechanism for setting the Annual Rent if either:
- 2.7.1 The County Council or the Tenant reasonably believes that any change referred to in paragraph 2.6 would fundamentally alter the calculation of the Indexed Rent in accordance with this Schedule and has given notice to the other party of this belief; or

- 2.7.2 It becomes impossible or impracticable to calculate the Indexed Rent in accordance with this Schedule.

This alternative mechanism may (where reasonable) include, or consist of, substituting an alternative index for the RPI. In default of agreement between the County Council and the Tenant on an alternative mechanism for setting the Annual Rent, the Surveyor shall determine an alternative mechanism.

- 2.8 The Surveyor shall determine a question, dispute or disagreement that arises between the parties in the following circumstances:

- 2.8.1 Where any question or dispute arises between the parties as to the amount of the Annual Rent payable or as to the interpretation, application or effect of any part of this Second Schedule ; or
- 2.8.2 Where the County Council and the Tenant fail to reach agreement under paragraph 2.7.

The Surveyor shall have full power to determine the question, dispute or disagreement, and shall have power to determine any issue involving the interpretation of any provision of this lease, his jurisdiction to determine the question, dispute or disagreement referred to him or his terms of reference. When determining such a question, dispute or disagreement, the Surveyor may, if he considers it appropriate, specify that an alternative mechanism for setting the Annual Rent should apply to this lease, and this includes (but is not limited to) substituting an alternative index for the RPI.

- 2.9 The Surveyor shall be an independent valuer who is a Member or Fellow of the Royal Institution of Chartered Surveyors. The County Council and the Tenant may, by agreement, appoint the Surveyor at any time before either of them applies to the President for the Surveyor to be appointed.
- 2.10 The Surveyor shall act as an expert and not as an arbitrator. The Surveyor's decision shall be given in writing, and the Surveyor shall provide reasons for any determination. The Surveyor's written decision on the matters referred to him shall be final and binding in the absence of manifest error or fraud.
- 2.11 The Surveyor shall give the County Council and the Tenant an opportunity to make written representations to the Surveyor and to make written counter-representations commenting on the representations of the other party to the Surveyor. The parties will provide (or procure that others provide) the Surveyor with such assistance and documents as the Surveyor reasonably requires for the purpose of reaching a decision.
- 2.12 Either the County Council or the Tenant may apply to the President to discharge the Surveyor if the Surveyor:
- 2.12.1 Dies;
- 2.12.2 Becomes unwilling or incapable of acting; or

- 2.12.3 Unreasonably delays in making any determination.

Paragraph 2.9 shall then apply in relation to the appointment of a replacement.

- 2.13 The fees and expenses of the Surveyor and the cost of the Surveyor's appointment and any counsel's fees, or other fees, reasonably incurred by the Surveyor shall be payable by the County Council and the Tenant in the proportions that the Surveyor directs (or if the Surveyor makes no direction, then equally). If either the County Council or the Tenant does not pay its part of the Surveyor's fees and expenses within ten working days after demand by the Surveyor then:

- 2.13.1 The other party may pay instead; and

- 2.13.2 The amount so paid shall be a debt of the party that should have paid due and payable on demand to the party that actually made the payment.

The County Council and the Tenant shall otherwise each bear their own costs in connection with the rent review."

PHOTOGRAPHIC SCHEDULE OF CONDITION

SWIMMING POOL AT OVERTON PRIMARY SCHOOL

PREPARED BY LORDSFIELD SWIMMING CLUB

12 MARCH 2019

PHOTOGRAPHIC SCHEDULE OF CONDITION

SWIMMING POOL AT OVERTON PRIMARY SCHOOL

PREPARED BY LORDSFIELD SWIMMING CLUB

12 MARCH 2019

SCHEDULE OF CONDITION

LORDSFIELD SWIMMING CLUB – OVERTON

BOILER ROOM



**SCHEDULE OF CONDITION
LORDSFIELD SWIMMING CLUB - OVERTON**

CHANGING ROOMS



SCHEDULE OF CONDITION
LORDSFIELD SWIMMING CLUB - OVERTON

Changing Rooms
would benefit from
repair and painting



SCHEDULE OF CONDITION
LORDSFIELD SWIMMING CLUB - OVERTON



**SCHEDULE OF CONDITION
LORDSFIELD SWIMMING CLUB - OVERTON**



**SCHEDULE OF CONDITION
LORDSFIELD SWIMMING CLUB - OVERTON**



SCHEDULE OF CONDITION
LORDSFIELD SWIMMING CLUB - OVERTON



SCHEDULE OF CONDITION
LORDSFIELD SWIMMING CLUB - OVERTON



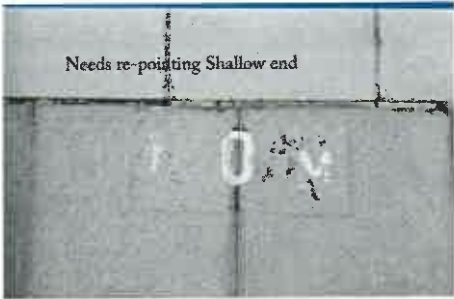







Part needs to be checked for attention



Outside Showers
pipe work needs repairing

SCHEDULE OF CONDITION
LORDSFIELD SWIMMING CLUB - OVERTON

POOL AREA

 <p>Needs re-pointing Shallow end</p>	 <p>Needs re-pointing Shallow end</p>
	
	 <p>Concrete needs re-pointing Shallow end</p>
 <p>Concrete needs re-pointing Shallow end</p>	 <p>Concrete needs re-pointing Shallow End</p>

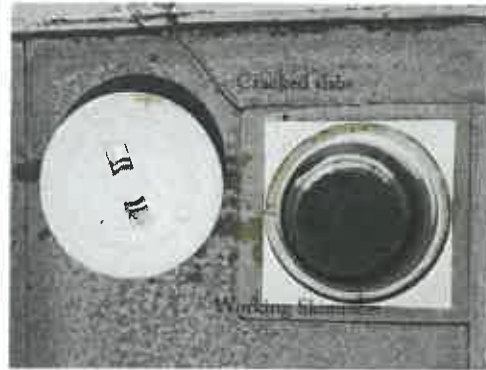
SCHEDULE OF CONDITION
LORDSFIELD SWIMMING CLUB - OVERTON









SCHEDULE OF CONDITION **LORDSFIELD SWIMMING CLUB - OVERTON**



SCHEDULE OF CONDITION LORDSFIELD SWIMMING CLUB - OVERTON



SCHEDULE OF CONDITION **LORDSFIELD SWIMMING CLUB - OVERTON**

 <p>Working Skimmer Broken slabs located Deep end</p> <p>Edge needs re-pointing</p>	 <p>Pool edge needs re-pointing</p>
 <p>Needs re-pointing</p>	 <p>Pool Edge needs re-pointing</p>
 <p>Skimmer not working being investigated and looking to repair (Located Playground side of Pool)</p>	 <p>Not Working Skimmer Cracked slabs</p>

SCHEDULE OF CONDITION **LORDSFIELD SWIMMING CLUB - OVERTON**



**SCHEDULE OF CONDITION
LORDSFIELD SWIMMING CLUB - OVERTON**



SCHEDULE OF CONDITION LORDSFIELD SWIMMING CLUB - OVERTON

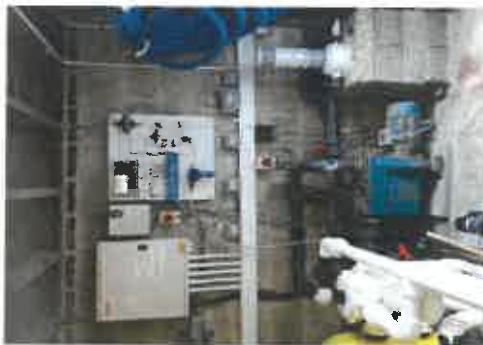
PLANT ROOM



SCHEDULE OF CONDITION
LORDSFIELD SWIMMING CLUB - OVERTON



**SCHEDULE OF CONDITION
LORDSFIELD SWIMMING CLUB - OVERTON**



**SCHEDULE OF CONDITION
LORDSFIELD SWIMMING CLUB - OVERTON**

