

Dated this _____ day of _____ 2005

506.122.8.DT/JM
HK Forms/Lease – Ballymacarrett

BELFAST CITY COUNCIL

and

CONNSWATER COMMUNITY AND LEISURE SERVICES LIMITED

LEASE

re: Ballymacarrett Recreation Centre

Ciaran Quigley
Director of Legal Services
City Hall
Belfast
BT1 5GS

THIS INDENTURE made the _____ day of _____ 2005 BETWEEN BELFAST CITY COUNCIL of City Hall, Belfast (hereinafter called 'the Council' which expression shall where the context so admits or requires include its successors and assigns) of the one part and CONNSWATER COMMUNITY AND LEISURE SERVICES LIMITED a company limited by guarantee having its Registered Office at 38 Banbury Street, Belfast (hereinafter called 'the Lessee' which expression shall where the context so admits or requires include its successors and assigns) of the one part WITNESSETH that in consideration of the rent hereinafter reserved and of the covenants on the part of the Lessee and conditions hereinafter contained the Council **HEREBY DEMISES** unto the Lessee **ALL THAT** the building known as the Ballymacarret Recreation Centre and adjoining ground situate at Ballymacarret Recreation Centre in the City of Belfast and more particularly described and delineated on the map attached hereto and thereon edged red (hereinafter called 'the Premises') **TO HOLD** the same unto the Lessee for the term of three years from the _____ day of _____ 2006 (hereinafter called 'the Term') YIELDING AND PAYING therefor and thereout the yearly rent of £11,500.00 Pounds (£11,500.00) (Subject to the provision for revision or rent hereinafter contained) payable in advance by equal half-yearly payments on the first day of May and first day of November in each year **PROVIDED ALWAYS** that upon the expiration of the Term hereby created and in the event that the Term is extended in accordance with Provisio 3 hereafter the yearly rent hereby reserved shall be reviewed and shall be adjusted to the then current letting value of the Premises such letting value to be agreed between the parties or in the absence of agreement to be ascertained by the District Valuer or such other party as may be agreed upon by the parties hereto (or in default of agreement to be referred to and determined by the Lands Tribunal for Northern Ireland) on the assumption of the Premises being let with the benefit of vacant possession to a willing tenant on the open market without payment of a fine for a term equal to the unexpired residue of the Term hereby created at the relevant date and subject to the Lessee's covenants and conditions herein contained.

AND THE LESSEE hereby covenants with the Council as follows:-

- (a) to pay the yearly rent hereby reserved at the times and in the manner hereinbefore appointed;
- (b) to pay all present and future rates, taxes, charges, assessments, impositions and outgoings which now are or may at any time hereafter during the Term hereby granted be assessed, charged or otherwise become payable in respect of the Premises;
- (c) to keep the Premises in good and tenantable repair and condition and the same in such repair and condition to deliver up to the Council at the expiration or sooner determination of the term hereby

granted, provided that this covenant shall not be construed so as to take place upon the Lessee any obligation to put the Premises into a better condition than existing at the date of this demise or to repair any damage arising as a result of any latent structural defect in the Premises or any damage arising as a result of a risk for which the Council is obliged to insure under the provisions of this Lease unless the insurance monies are irrecoverable in consequence of any act or default of the Lessee;

- (d) not to make any structural alterations or extensions to the Premises except with the prior written approval of the Council and except in accordance with any specifications as may be directed by the Council;
- (e) to permit the Council its agents and employees upon reasonable notice being given to the Lessee (save in the case of emergency) to enter the Premises and to examine the state of repair and condition thereof and to repair and make good all defects of which notice in writing shall be given by the Council to the Lessee within three calendar months after the giving of such notice;
- (f) to obtain and comply with all necessary planning, building and other statutory approvals pertinent to the Premises or the use of the Premises;
- (g) to keep all grounds, paths and grassed areas in a clean and tidy condition and not to permit the accumulation of any litter or other unsightly materials;
- (h)
 - (i) not to assign, sublet, charge, encumbrance or otherwise part with the possession of the Premises or any part thereof unless with the prior written consent of the Council.
 - (ii) to ensure that during the Term the Lessee provides at least two business sector representatives on the Board Directors of the Lessee ('the Representatives'), which Representatives shall have the knowledge and experience to assist in the management of the Lessee, and shall be actively involved in the management of both the Lessee and the Premises and the Lessee shall ensure that the Representatives assist in the transition of the management of the Premises from the Council to the Lessee and furthermore that the Representatives shall attend the Lessee's management meetings on a frequent basis.
- (i) not to or suffer to be done in or upon the Premises or any part thereof any act or thing which shall or may be or become a nuisance to the Council or the occupiers of adjoining premises;

granted, provided that this covenant shall not be construed so as to take place upon the Lessee any obligation to put the Premises into a better condition than existing at the date of this demise or to repair any damage arising as a result of any latent structural defect in the Premises or any damage arising as a result of a risk for which the Council is obliged to insure under the provisions of this Lease unless the insurance monies are irrecoverable in consequence of any act or default of the Lessee;

- (d) not to make any structural alterations or extensions to the Premises except with the prior written approval of the Council and except in accordance with any specifications as may be directed by the Council;
- (e) to permit the Council its agents and employees upon reasonable notice being given to the Lessee (save in the case of emergency) to enter the Premises and to examine the state of repair and condition thereof and to repair and make good all defects of which notice in writing shall be given by the Council to the Lessee within three calendar months after the giving of such notice;
- (f) to obtain and comply with all necessary planning, building and other statutory approvals pertinent to the Premises or the use of the Premises;
- (g) to keep all grounds, paths and grassed areas in a clean and tidy condition and not to permit the accumulation of any litter or other unsightly materials;
- (h) (i) not to assign, sublet, charge, encumbrance or otherwise part with the possession of the Premises or any part thereof unless with the prior written consent of the Council.

(ii) to ensure that during the Term the Lessee provides at least two business sector representatives on the Board Directors of the Lessee ('the Representatives'), which Representatives shall have the knowledge and experience to assist in the management of the Lessee, and shall be actively involved in the management of both the Lessee and the Premises and the Lessee shall ensure that the Representatives assist in the transition of the management of the Premises from the Council to the Lessee and furthermore that the Representatives shall attend the Lessee's management meetings on a frequent basis.
- (i) not to or suffer to be done in or upon the Premises or any part thereof any act or thing which shall or may be or become a nuisance to the Council or the occupiers of adjoining premises;

- (j) to be responsible for and to keep the Council fully indemnified against all damage, damages, losses, costs, expenses, actions, demands, proceedings, claims and liabilities made against or suffered or incurred by the Council arising directly or indirectly out of:-
- (i) any act, omission or negligence of the Lessee or any persons at the Premises expressly or impliedly with the Lessee's authority;
 - (ii) any breach or non-observance by the Lessee of the covenants, conditions or other provisions of this Lease;
- (k) to maintain at all times during the term of this Lease a policy of Public Liability Insurance for an amount of not less than Five Million Pounds with a reputable Insurance Company to be approved by the Council, the terms of policy to be approved by the Council, and to produce the policy and receipt for the current year's premium to the Council upon demand therefor;
- (l)
1. to use the Premises solely for recreational, social, physical and cultural purposes and for the purposes of serving the needs of the local community in that regard without distinction on any ground of religious or political belief;
 2. to ensure that the Premises are open to the public on at least six days every week during the Term from 9.00am to 5.00pm each day and in this regard the Lessee shall be entitled to close the Premises on no more that ten days per annum (excluding Sundays). The Lessee shall be entitled to alter the opening and closing times with the prior written consent of the Council;
- (m) to permit the Council its agents and employees access to the Lessee's records relating to the Premises and the activities carried out at the Premises upon demand.

AND THE COUNCIL hereby covenants with the Lessees as follows:-

- (a) that the Lessee paying the yearly rent hereby reserved and observing and performing the covenants on its part and conditions hereinbefore contained shall quietly hold and enjoy the Premises for and during the term hereby granted without any interruption by or from the Council or any person lawfully claiming thereunder
- (b) that the Council shall be responsible for the insurance of the Premises against damage by fire and other normal risks for which insurance cover is generally available in Northern Ireland.

- (c) during the first year of the Term to allocate a member of staff on a full time basis and to assist with the community services to be provided by the Lessee and to assist in the transition of the management of the Premises from the Council to the Lessee.

PROVIDED ALWAYS that if there shall be any breach or non-observance of any of the covenants on the Lessee's part and conditions hereinbefore contained or if the Lessee has a receiver appointed or is wound up whether voluntarily or compulsorily otherwise than for the purposes of amalgamation or reconstruction or if the Premises are abandoned and left vacant for any period in excess of thirty days then and in every such case the Council may at any time thereafter in the name of the whole re-enter and the same to have again as in its former estate without prejudice to any right of action or remedy of the Council in respect of any antecedent breach of any of the said covenants on the part of the Lessee.

AND PROVIDED FURTHER as follows:-

1. in the event that the Premises are damaged by fire or other event so as to render them substantially unusable or as to need major repair then either party shall have the option to determine this Lease by giving not less than 21 days Notice to Determine;
2. in the event that the Lessee shall cease to receive grant funding from the Council for the purposes of operating the Premises (or should such funding be significantly reduced) then the Lessee shall be entitled at any time to give not less than 30 days' notice to the Council to determine the Lease; *
3. provided that there is no breach or subsisting breach of covenant, the Lessee shall have the option to extend its Lease for a further period of three years (subject to review of rent), the options to be exercisable by notice to be given not less than two nor more than six months prior to the expiry of the Term hereby granted. *
4. In the event of any dispute or difference (save and except issues concerning valuation) arising between the Council and the Lessee which is not resolved by negotiation, either party may refer the matter to the Law Society of Northern Ireland Dispute Resolution Service and if the matter has not been resolved within ten working days of referral to the Service or such longer period as both parties shall agree, then the mediation by the Service shall be deemed to be at an end and each party shall be free to pursue its own remedies.
5. The Council and the Lessee hereby agree that Article 23 (7) of the Business Tenancies (Northern Ireland) Order 1996 applies hereto and that the Lessee is aware that the Council is a Public

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Authority within the meaning of the said Order and consequently the Lessee shall have no claim against the Council under the provisions of the said Article 23.

6. The Council and the Lessee agree that the Council shall provide a member of staff, in accordance with the Council Covenant C, to assist in the community services to be provided by the Lessee and to assist in the transition of the management of the Premises and to attend the Lessee's Management meeting on a frequent basis.
7. That the Memorandum and Articles of Association of the Lessee and any amendments thereto shall be subject to the prior approval of the Council and that eligibility to enjoy the premises shall not be restricted on denominational grounds or made conditional on denominational religious observances.
8. That no appointment of a new Director or Director shall be made without the prior written consent of the Council and copies of all Deeds of Appointment of new Directors shall be delivered up to the Council within 21 days of each appointment.

AND the Council and the Lessee hereby agree that any notices requiring to be served hereunder shall be sufficiently served on either party by sending the same by Recorded Delivery to the principal offices of the Council or in the case of the Lessee to the postal address of the Premises and addressed to the Secretary of the Lessee.

IN WITNESS whereof the Corporate and Common Seals of the Council and the Lessee have been hereunto affixed the day and year first herein WRITTEN.

PRESENT when the Corporate Seal of)

WLEFAST CITY COUNCIL)

was affixed hereto:-)

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LORD MAYOR)

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CHIEF EXECUTIVE)

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PRESENT when the Common Seal of)

CONNSWATER COMMUNITY AND)

LEISURE SERVICES LIMITED)

was affixed hereto:)

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