

## LEASE OF THE WEST LONDON BOWLING CLUB

This Lease is made the [ 28<sup>th</sup> ] day of [ November ] two thousand and twenty two BETWEEN WEST LONDON BOWLING CLUB COMPANY LIMITED whose Registered Office is situated at 112a Highlever Road, North Kensington in the County of London (hereinafter called "the Company") of the one part and MARTIN HUTCHINGS of 57 Highlever Road London W10 6PR and RUTH HILLARY of 69 Wallingford Avenue London W10 6PZ and IAN COLLINSON of 132 Highlever Road London W10 6PJ the present Trustees of the West London Bowling Club (hereinafter called "the Club") (and which Trustees are hereinafter called "the Trustees") of the other part

WITNESSETH as follows:-

1. IN consideration of the rent hereby reserved and the covenants on the part of the Trustees hereinafter contained The Company hereby demises unto the Trustees ALL THAT piece of land (formerly part of the St. Quintin Estate) situated and lying to the East of Highlever Road London W10 6PR, in the County of London and more particularly shown on the Plan annexed hereto and thereon coloured Green and registered under title number 387255 TOGETHER with the Pavilion and the other buildings on part of the said piece of land TOGETHER ALSO with a right of way (in common with all other persons entitled thereto) from Highlever Road and the Triangle to the said piece of land over the passage shown on the said Plan and thereon coloured Red; Excepting and reserving to the Company and all persons entitled thereto the free passage and running of water and soil through all drains and channels within or under the said piece of land and premises TO HOLD the same unto the Trustees for the term of FIVE YEARS from the 8<sup>th</sup> March 2021 YIELDING AND PAYING therefor yearly (and proportionately for any fraction of a year) the rent of ONE THOUSAND POUNDS payable in advance annually on 6 January each year or any proportion thereof, in each and every case to be paid without deductions.

2. THE Trustees for themselves and the survivor of them, their and his assigns hereby COVENANT with the Company

- (a) To pay the rent hereby reserved at the times and in manner aforesaid
- (b) Payment of the rent shall be by banker's standing order or by any other method that the Company reasonably requires at any time by giving notice to the Trustees.
- (c) To discharge all existing and future rates taxes charges assessments outgoings and impositions imposed on or payable by the Owner or Occupier of the demised property in respect thereof save that the Company shall be responsible for any taxes payable by the Company by reason of the receipt of any of the rents or other payments due under this lease
- (d) At all times during the said term to maintain and keep the buildings now or at any time during the said term to be erected upon the demised premises with the hedges ditches gates and fences thereto belonging and the drains soil and other pipes and sanitary and water apparatus thereof in good tenable repair and condition (fair wear and tear excepted) and not to make any alterations therein or additions thereto without the previous consent in writing of the Company
- (e) To keep the bowling green grounds and grounds of the demised premises and all trees shrubs bushes and plants therein in good order and condition and properly tended manured weeded and cultivated and to replace any ornamental trees shrubs bushes or plants which may perish
- (f) Not to cut down lop or top any of the timber or other trees shrubs or bushes (except the dead branches thereof and decayed or unproductive trees) nor remove any soil clay sand turf or other materials from the demised premises without the previous consent in writing of the Company
- (g) Subject as is hereinafter mentioned at the expiration or sooner determination of the said term quietly to yield up the demised premises (including in particular the bowling green) in good and tenable repair and condition (except as aforesaid) in accordance with the covenants hereinbefore contained

- (h) Not to do or permit anything to be done upon the demised premises in breach of the laws for the time being in force regulating the supply and consumption of intoxicating liquors
  - (i) Not at any time hereafter to erect any building whatever upon the demised premises other than a Pavilion or other building to be used in connection with any sport game or recreation to be carried on at or on the said land without first obtaining the consent in writing of the Company to such building and submitting plans and elevations thereof to the Company for approval and paying any fees incurred by it in respect thereof
  - (j) Not at any time hereinafter to use the demised premises or permit the same to be used otherwise than as a Bowling Ground or as a Recreation Ground or other sporting or recreational use, to be used in such manner as not to cause any nuisance or annoyance to the Occupiers of the houses abutting on the demised premises nor use any building erected thereon or allow the same to be used for purpose other than those in connection with the said Bowling Ground or Recreation Ground or other sporting or recreational use
  - (k) At all times hereafter to pay the expenses of maintaining and keeping in repair the passageway coloured Red on the Plan endorsed hereon
  - (l) Not to assign underlet or part with or share the possession of the demised premises or any part thereof except for the purpose of vesting the term created by this Lease in the Trustees for the time being of the Club
  - (m) To procure that the Club shall at all times during the term hereby granted enforce the Rules of the Club in force at the date hereof and to ensure that such rules shall not be altered or amended without consent in writing of the Company first obtained
  - (n) To keep the building erected on the demised premises insured with some Insurance Office or Underwriters of repute in the sum of not less than £238,541 against destruction or damage by fire and in case of any such damage or destruction as aforesaid happening to the buildings or any part thereof to apply any money received by them in respect thereof under any such Insurance in reinstating and restoring or replacing the buildings or the parts thereof so damaged or destroyed
3. THE Trustees shall hold the premises hereby demised UPON TRUST for the Club and shall hold and remain in office in accordance with the rules thereof and the power of

appointing new Trustees hereunder shall be vested in the persons on whom such power is confirmed by the said Rules

4. THE Company hereby COVENANTS with the Trustees that the Trustees paying the rent and observing and performing the covenants on their part herein contained shall peaceably hold and enjoy the demised property during the said term without interruption by the Company or any person rightfully claiming under or in trust for it
5. PROVIDED ALWAYS AND IT IS AGREED as follows:-
  - (i) If the reserved rent or any part thereof shall be in arrear for Twenty eight days (whether legally demanded or not) or there shall be a breach of any covenant by the Trustees herein contained or if the Club shall cease to exist the Company may re-enter on the demised property and thereupon the term hereby created shall forthwith determine without prejudice to the Company's rights and remedies in respect of any such breach
  - (ii) Within one month after the expiration or determination of the term hereby created the Trustees shall be entitled to remove all buildings or other erections at the expiration of the said term standing upon the demised premises but shall level off and leave in clean condition the site of any such buildings or erections
  - (iii) If the Trustees shall be desirous of taking a new Lease of the demised premises after the expiration of the term hereby granted and of such their desire shall deliver to the Company a notice in writing not less than six months before the expiration of the said term then the Company will at or before the expiration of the said term at the cost of the Trustees grant to the Trustees a new Lease for a further term of five years to commence from and after the expiration of the term hereby granted at with and subject to the same covenants and conditions as in this present Lease reserved and contained (this present covenant for renewal excepted) save that the rent payable shall be such reasonable rent as may be agreed between the parties payable in advance on 6 January in each year
  - (iv) Any notice required to be given to the Trustees shall be duly served if sent by post in a prepaid letter addressed to the Secretary of the Club at the demised property and any notice to the Company shall be duly served if sent in like

manner addressed to the Secretary of the Company at its registered office for the time being and any such notice shall be deemed to have been received on the day on which it ought in due course of post to have been delivered.


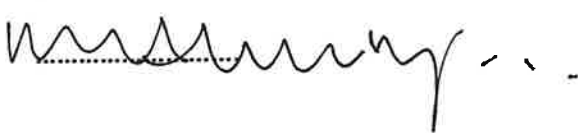
IN WITNESS whereof the Company has caused its Common Seal to be hereunto affixed and the Trustees have hereunto set their hands and seals the day and year first above written

THE COMMON SEAL of WEST LONDON

BOWLING CLUB COMPANY LIMITED was

hereunto fixed in the presence of:-

THE TRUSTEES:

  
.....  
R. Hill  
.....  
  
.....  
J. C. Collins

THIS DOCUMENT HAS BEEN EXECUTED AS A DEED AND IS DELIVERED AND TAKES EFFECT ON THE DATE STATED AT THE BEGINING OF IT.

