

Dated

2023

**(1) THE NATIONAL RIFLE ASSOCIATION**

**(2) [name]**

# Lease

Relating To: Serviced Caravan Pitch [number],  
Wharncliffe Site, Bisley, Woking, Surrey

**Guildford Office**  
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Guildford GU1 3SR

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moore  
barlow

**LR1. Date of lease**

**2023**

**LR2. Title number(s)**

None

**LR2.1 Landlord's title number(s)**

SY705110

**LR2.2 Other title numbers**

None

**LR3. Parties to this lease**

**Landlord**

THE NATIONAL RIFLE ASSOCIATION of Bisley Camp, Brookwood, Woking, Surrey GU24 OPB

**Tenant**

[name] of [address]

**Other parties**

None

**LR4. Property**

**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.**

See the definitions of "Land" in clause 1.1 and "Property" in Part I of the First Schedule to this Lease.

**LR5. Prescribed statements etc.**

See clause 6.

**LR6. Term for which the Property is leased**

The term is [number] years from and including [date] to and including [date].

**LR7. Premium**

Ten thousand pounds (£10,000.00)

**LR8. Prohibitions or restrictions on disposing of this lease**

This Lease contains a provision that prohibits or restricts dispositions.

**LR9. Rights of acquisition etc.**

**LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land**

None.

**LR9.2 Tenant's covenant to (or offer to) surrender this lease**

None.

**LR9.3 Landlord's contractual rights to acquire this lease**

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 as specified in the Second Schedule to this Lease

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

The easements as specified in the Third Schedule to this Lease.

**LR12. Estate rentcharge burdening the Property**

None.

**LR13. Application for standard form of restriction**

None.

**LR14. Declaration of trust where there is more than one person comprising the Tenant**

None.

**THIS LEASE** is dated

2023

**BETWEEN THE NATIONAL RIFLE ASSOCIATION** incorporated by Royal Charter 1890 of Bisley Camp, Brookwood, Woking, Surrey GU24 OPB and a registered charity (with registered charity number 219858) (hereinafter referred to as "the Landlord") of the one part and the Tenant referred to in the particulars of the other part

**WITNESSES** as follows:

## 1 **DEFINITIONS AND INTERPRETATION**

### 1.1 **Definitions**

**Initial Rent:** [amount] pounds (£amount) inclusive of VAT per annum subject to rent review

**Land:** The land shown for the purposes of identification only coloured red on the Plan and known as pitch [number] Wharncliffe Site Bisley Woking Surrey and more particularly defined as "the Property" in Part I of the First Schedule to this Lease

**Plan:** The Plan annexed hereto and marked "PLAN"

**Tenant:** [name] of [address]

**Term:** A term of [number] years commencing on the Term Commencement Date and expiring on [date]

**Term**

**Commencement**

**Date:** [date]

**Type of Lease:** Individual Ground Rent Lease

## 1.2 **Standard Definitions**

The Standard Definitions set out in Part I of the First Schedule shall apply to this Lease.

## 1.3 **Interpretation**

The provisions as to interpretation set out in Part II of the First Schedule shall apply to this Lease.

## 2 **DEMISE AND RENT**

In consideration of the Premium paid by the Tenant to the Landlord (of which the Landlord acknowledges receipt) the Landlord with limited title guarantee demises the Property to the Tenant together with the Rights reserving to the Landlord the Reservations to hold to the Tenant for the Term paying as Rent:

- (a) For the first five years of the Term, the Initial Rent in advance on the Term Commencement Date for the period from the Term Commencement Date up to but not including the fifth anniversary of the Term being the sum of [amount] Pounds (£amount);
- (b) For the remainder of the Term, the Initial Rent yearly (and proportionately for any part of a year) by equal quarterly instalments in advance on the Rent Payment Days (the first payment to be made on the fifth anniversary of the Term for the period from the fifth anniversary of the Term to the next Rent Payment Day);
- (c) the Additional Rent on the Additional Rent Payment Day; and

- (d) any other sums which are or may at any time become due from the Tenant to the Landlord under this Lease.

### 3 **TENANT'S COVENANTS**

The Tenant HEREBY COVENANTS with the Landlord to observe and perform the Estate Covenants

### 4. **LANDLORD'S COVENANTS**

- 4.1 The Landlord HEREBY COVENANTS with the Tenant that the Tenant paying the Rents hereby reserved and observing and performing the covenants and stipulations hereinbefore contained on his behalf to be observed shall and may peaceably and quietly possess and enjoy the Property during the Term without any lawful interruption by the Landlord or any person lawfully claiming from or under it

### 5. **PROVISOS**

The parties agree and declare the matters set out in the Sixth Schedule hereto.

### 6. **LANDLORD'S CERTIFICATE - CHARITIES ACT 2011**

- 6.1 The Property is held by the Landlord, a non-exempt charity, and this Lease is not one falling within paragraph (a), (b), (c) or (d) of Section 117(3) of the Charities Act 2011 so the restrictions on disposition imposed by Sections 117 to 121 of that Act apply to the Property.
- 6.2 Andrew Mercer and [ ] being the Secretary General and one of the trustees respectively of The National Rifle Association acting under an authority conferred on them pursuant to Section 333 of the Charities Act 2011 certify on behalf of the trustees of The National Rifle Association that the trustees have power under the trusts of the charity to effect this disposition and that they have complied

with the provisions of Sections 117 to 121 of the Charities Act 2011 so far as applicable to it.

## **7. MISCELLANEOUS PROVISIONS**

- 7.1 The Tenant acknowledges that this Lease has not been entered into in reliance wholly or partly upon any statement or representation made by or on behalf of the Landlord save insofar as any such statement or representation is expressly set out in this Lease or has been made in writing by the Landlord's solicitors to the Tenant before the date of commencement of this Lease
- 7.2 All monies payable by the Tenant under this Lease not expressly reserved as Rent shall be a charge on the Property and recoverable as rent in arrear
- 7.3 In any situation in which any dispute or matter is subject to the determination of the Landlord's Surveyor his determination shall be final and binding on the parties save in the case of proven error
- 7.4 In the event that goods property or other items belonging to the Tenant shall be left on the Property after the expiration or termination of this Lease and after the Tenant shall have ceased to occupy the Property such goods property or other items shall be deemed to have been abandoned by the Tenant and the Landlord shall be entitled as the agent of the Tenant (and the Landlord is hereby appointed to act in that behalf) to remove the same at the sole risk and cost of the Tenant and to dispose of or otherwise destroy the same at the Tenant's expense and shall then hold the proceeds of any sale thereof after deducting the costs and expenses of removal storage and sale reasonably and properly incurred by it to the order of the Tenant after the deduction of any arrears of Rent interest or other sums payable under the Lease PROVIDED THAT the Tenant will indemnify the Landlord against

any liability incurred by it to any third party whose property shall have been sold by the Landlord in the bona fide mistaken belief (which shall be presumed unless the contrary be proved) that such property belonged to the Tenant and was liable to be dealt with as such pursuant to this Clause

7.5 It is hereby agreed that the demand or acceptance of any Rent or other monies due from the Tenant to the Landlord under this Lease shall not be deemed to waive any pre-existing breach of covenant of the terms of this Lease on the part of the Tenant and the Landlord shall retain its full rights of action against the Tenant notwithstanding any such demand or acceptance

## 8. **EXCLUSION**

The parties:-

8.1 agree for the purposes of Section 38(A)(1) of the Landlord and Tenant Act 1954 ("the 1954 Act") (as amended by the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 ("the 2003 Order")) that the provisions of Sections 24-28 (inclusive) of the 1954 Act shall be excluded in relation to the tenancy created by this Lease; and

8.2 record (as required by Schedule 2 of the 2003 Order) that the Tenant has either:

8.2.1 received the notice prescribed by Schedule 1 to the 2003 Order in relation to the agreement contained in clause 8.1 above at least 14 days before entering into this Lease or (if earlier) becoming contractually bound to do so and has made the declaration required by paragraph 3 of Schedule 2 to the 2003 Order before entering into this Lease or becoming contractually bound to do so ; or



8.2.2 received the notice prescribed by Schedule 1 to the 2003 Order in relation to the agreement contained in clause 8.1 above prior to entering into this Lease or (if earlier) becoming contractually bound to do so and has made the statutory declaration required by paragraph 4 of Schedule 2 to the 2003 Order before entering into this Lease or becoming contractually bound to do so

8.3 confirm that there is no agreement for lease to which this Lease gives effect

## 9. **CONFIDENTIALITY**

9.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs except as permitted by clause 9.2.

9.2 Each party may disclose the other party's confidential information:

9.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this Lease. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 9; and

9.2.2 as may be required by law court, order or any governmental or regulatory authority.

9.3 No party shall use any other party's confidential information for any purpose other than to perform its obligations under this Lease.

9.4 If the Landlord provides to the Tenant completed forms EX1 and EX1A within 14 days of the date of this Lease the Tenant must submit simultaneously with any

application to the Land Registry for first registration of this Lease any applications in forms EX1 and EX1A that the Landlord requires

IN WITNESS of which this Lease has been duly executed as a deed by the parties hereto the day and year first before written

## FIRST SCHEDULE

### Part I: Standard Definitions

**Affiliated Club:** A club that has applied in the manner required by the rules of the National Rifle Association (NRA) for affiliation to the NRA and been duly granted such affiliation and whose subscription is duly paid and who is an active user of any of the NRA's shooting ranges on the Estate

**Additional Rent:** A proper proportion of all such costs expenses and outgoings whatsoever reasonably and properly incurred by the Landlord pursuant to its obligations under this Lease in relation to the Property during the Financial Year together with such sums as may for the time being be or become payable to the Landlord in respect of the Landlord's general service charges for water drainage roads and refuse and such other charges of a like nature as may arise from time to time PROVIDED THAT subject to the provisions of paragraph 8 of the Fourth Schedule the Tenant shall not be liable to pay by way of Additional Rent any sum or sums in respect of such charges that shall exceed a fair and proper proportion of the total of the general service charges payable in respect of the whole of the Estate

**Additional Rent Payment Date:** 1 April in each year of the Term or such other date as the Landlord may reasonably require

**Authorised User:** Use by the Tenant as a pitch for not more than one caravan such caravan to be occupied by the Tenant only in connection with the Tenant's shooting activities at Bisley and only then during the period permitted by the Site Licence, which at the date of this Lease is from 1<sup>st</sup> March to 30<sup>th</sup> November in any calendar year

**Break Date:** each of the fifth tenth and fifteenth anniversaries of the Term Commencement Date

**Caravan:** any caravan brought onto the property by the Tenant

**Caravan Site Conditions:** conditions governing the Tenant's use of the Land as published by the Landlord annually, to ensure compliance with the Site Licence.

**Estate:** The Landlord's property at Bisley Camp Brookwood Woking Surrey as shall from time to time be vested in the Landlord whether freehold or leasehold

**Estate Covenants:** The matters set out in the Fourth Schedule

**Financial Year:** 1<sup>st</sup> January to 31<sup>st</sup> December in each year

**Full Member of the National Rifle Association:** An individual who has applied in the manner required by the rules of the National Rifle Association (NRA) for ordinary or life membership of the NRA and been duly granted such membership and whose subscription is duly paid and who is an active user of any of the NRA's shooting ranges on the Estate

**Interest Rate:** 4% above the base rate from time to time of Barclays Bank PLC calculated on a daily basis (such interest to be compounded with rests at the usual quarter days) during the period from the date on which the expenditure is incurred or from which the interest is expressed to run to date of payment as well before as after any judgment and if such base rate shall for any reason cease to be used or published then interest calculated by reference to such other comparable commercial rate as the parties may agree or in default of agreement as may be determined by an independent person to be nominated in the absence of agreement by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors on the

application of either party (and the fees of such person including the cost of his appointment shall be borne equally by the Landlord and the Tenant)

**Insured Risks** Means comprehensive cover including loss or damage by fire storm tempest flood lightning explosion aircraft articles dropped from aircraft riot civil commotion malicious damage impact bursting and overflow of pipes or tanks or of other apparatus subsidence heave or landslip of the Land and such other usual risks as the Landlord may reasonably deem desirable or expedient including third party liability and third party and public liability and loss of rent with a reputable insurer

**Property:** The expression "the Property" includes:

- i. the Land and all additions and improvements to the Land
- ii. all the Landlord's fixtures and fittings and fixtures of every kind which shall from time to time be in or upon the Land or which are replacements thereof (whether originally affixed or fastened to or upon the Land or otherwise) except any such fixtures installed by the Tenant that can be removed from the Land without defacing or marking any part of the Land
- iii. the entire thickness of any walls and fences forming the boundaries of the Property that do not adjoin another property

and references to the Property in the absence of any provisions to the contrary include any part of the Property

For the avoidance of doubt the Property does not include any caravan

**Rent Payment Day:** Quarterly on 1 January, 1 April, 1 July, 1 October

**Reservations:** The rights set out in the Third Schedule being rights excepted and reserved to the Landlord or to which the Property is subject

**Review Dates:** Each anniversary of the Term Commencement Date beginning with the fifth anniversary of the Term as described in the Fifth Schedule

**Review Period:** The period between any Review Date and the day prior to the next Review Date (inclusive) or between the last Review Date and the expiry of the Term (inclusive)

**Revised Rent:** The Initial Rent as varied from time to time in accordance with the provisions of the Fifth Schedule

**Rights:** The rights set out in the Second Schedule

**Services:** Electricity water drainage gas and broadband

**Site:** the land shown for the purposes of identification only as edged red on the Site Plan annexed hereto marked "SITE PLAN" and known as Wharnccliffe Site

**Site Licence:** A licence granting further to permission given to the Landlord by the Local Authority to use land designated in the licence as a caravan site under Part III of the Town and Country Planning Act 1971 from time to time in effect

## Part II: Interpretation

1. The expressions "the Landlord" and "the Tenant" wherever the context so admits include the person for

the time being entitled to the reversion immediately expectant on the determination of the Term and the

Tenant's successors in title respectively and any reference to a superior landlord includes the Landlord's immediate reversioner (and any superior landlords) at any time

2. Words importing one gender include all other genders and words importing the singular include the plural and vice versa and where there are two or more persons included in the expression "the Landlord" or "the Tenant" the covenants expressed to be made by the Landlord or the Tenant shall be deemed to be made by such persons jointly and severally

3. "Pipes": means and includes all pipes cables wires drains watercourses flues shafts ducts air conditioning systems cisterns tanks sewers drains gutters downpipes and soakaways gullies chimneys central heating systems boilers radiators mains valves traps and switches and other service media or any of them

4. "The Term": For the purposes only of the enforcement of covenants and not by way of grant the expression "the Term" includes the contractual term under this Lease and any period of holding-over or extension or continuance of the contractual term whether by statute or common law

5. "The Landlord's Surveyor" means any person (being an associate or fellow of the Royal Institution of Chartered Surveyors) or firm (one at least of whose members shall be so qualified) including an employee of the Landlord appointed by or acting for the Landlord to perform the function of a surveyor for any purpose of this Lease

6. "Last year of the Term": references to "the last year of the Term" include the last year of the Term if the Term shall determine otherwise than by effluxion of time and references to "the expiration of the Term" include such other determination of the Term

7. "Rent": means the Initial Rent and where appropriate the Revised Rent pursuant to the Fifth Schedule hereof

and the term "Rents" includes the Rent, the Additional Rent and the Revised Rent

8. "Access": references to any right of the Landlord to have access to the Property shall be construed as extending to any superior landlord and any mortgagee of the Property and to all persons authorised by the Landlord and superior landlord or mortgagee (including agents professional advisers contractors workmen and others)

9. "Covenants": any covenant by the Tenant not to do an act or thing shall be deemed to include an obligation to use best endeavours not to permit or suffer any such act or thing to be done by another person

10. "Consent": any provisions in this Lease referring to the consent or approval of the Landlord shall be construed as also requiring the consent or approval of the mortgagee of the Property and any superior landlord where such consent shall be required but nothing in this Lease shall be construed as implying that any obligation is imposed upon any mortgagee or any superior landlord not unreasonably to refuse any such consent or approval

11. "Consent in writing": references to "consent of the Landlord" or words to similar effect mean a consent in writing signed by or on behalf of the Landlord and to "approved" and "authorised" or words to similar effect mean (as the case may be) approved or authorised in writing by or on behalf of the Landlord

12. "Development": "Development" has the meaning given by the Town and Country Planning Act 1990 Section 55

13. "Planning Acts" means and includes the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 the Planning and Compensation Act 1991 and all statutes referred to therein and all statutes regulations and orders included by paragraph 15 below

14. "Value Added Tax" means Value Added Tax (VAT) as provided for in the Value Added Tax Act 1983 and legislation (delegated or otherwise) supplemental thereto and any similar tax replacing or introduced in addition to the same

15. "Statute": any references to a specific statute include any statutory extension or modification amendment or re-enactment of such statute and any regulations or orders made under such statute and any general

reference to "statute" includes any regulations or orders made under such statute or statutes

16. "Clause references": References in this Lease to any clause sub-clause or schedule without further designation shall be construed as a reference to the clause sub-clause or schedule to this Lease so numbered

17. "Headings": the clause paragraph and schedule headings do not form part of this Lease and shall not be taken into account in its construction and interpretation

## **SECOND SCHEDULE**

### **Rights Granted**

1. A right of way with or without vehicles over the Landlord's roads and ways situated in the Estate for the purposes of ingress and egress to and from the Property

2. The full and free right in common with the Landlord and all others having the like right to the passage and flowing of the Services through the Pipes laid in over or

under the Estate to their connection to the public pipes sewers drains and watercourses TOGETHER with full rights for the Tenant its servants and workmen to enter upon the Estate to connect with repair and replace the said Pipes but making good all damage or disturbance thereby occasioned

## **THIRD SCHEDULE**

### **Rights Reserved**

1. The right of the Landlord and all others having the like right to use the Pipes now or at any time in the future in or under the Property or any part thereof according to their respective rights

2. The right of the Landlord and all others having the like right to enter and lay and thereafter to use new Pipes to serve any other part of the Estate making good any damage and disturbance thereby caused

3. All necessary rights of entry upon the Property for the purposes of repairing or renewing any Pipes beneath the Property or for the purpose of repairing redecorating or carrying out works on adjoining or neighbouring property making good all damage and disturbance thereby occasioned

4. The right to build on develop deal with and use any other part of the Estate in such manner as the Landlord thinks fit even though the amenity of the Property or the access of light or air thereto may be lessened thereby and without taking any consideration of the potential impact to the Tenant

5. The right at reasonable times and on reasonable notice (except in emergency) to enter the Property for the purposes of:-

5.1 inspecting the condition and state of repair thereof

5.2 carrying out any works (whether of repair or otherwise) for which the Landlord or the Tenant is liable under this Lease

5.3 carrying out any works (whether of repair or otherwise) to any property adjoining the Property or to any party structure pipe sewer drain or other thing used by the Tenant in common with others but making good any damage caused by such an entry

5.4 reading meters serving the Property

5.5 All necessary easements and quasi easements rights and privileges enjoyed over the Property by the Landlord and its tenants or other the owners or occupiers of any adjoining or neighbouring property

## **FOURTH SCHEDULE**

### **Estate Covenants**

#### **1. Payment of rent**

1.1 To pay the rents and all other sums due under this Lease at the times and in the manner required by this Lease without any deduction or set off whatsoever and if the Landlord so requires to pay the same by Bankers Standing Order direct to the bank account of the Landlord or as it shall direct

1.2 The Initial Rent hereby reserved shall be reviewed upon or after the Review Dates by the Landlord to such sum agreed or determined by reference to the Fifth Schedule

#### **2. Payment of outgoings**

2.1 To bear pay and discharge and to indemnify the Landlord against all existing and future rates taxes duties charges assessments impositions council tax and expenses and other outgoings and outlays whether exceptional or recurring which now or any time during the Term shall be taxed charged rated assessed or imposed on the Property or any part thereof for the purpose of enabling the same to be used for any particular purpose and whether by the landlord tenant or occupier of the same by authority of any Act of Parliament now in force or hereafter to be passed or otherwise

2.2 To pay the proportion reasonably attributable to the Property (to be determined from time to time by the Landlord's Surveyor acting as an expert and not as an

arbitrator) of all rates taxes assessments duties and outgoings which are now or during the Term shall be charged assessed or imposed upon the Property and any other property including the Estate or upon the owner or occupier of them

2.3 To pay any VAT (or any tax of a similar nature that may be substituted for it or levied in addition to it) chargeable in respect of any payment made by the Tenant under any of the terms of or in connection with this Lease or in respect of any payment made by the Landlord where the Tenant agrees in this Lease to reimburse the Landlord for such payment

#### **3. Repairs**

3.1 At all times during the Term to keep the Property in good and substantial repair and condition

3.2 To replace from time to time the Landlord's fixtures and fittings in the Property which may be or become beyond repair at any time during or at the expiration of the Term

3.3 To clean the Property and keep it in a clean and tidy condition free from all rubbish or any article or thing which would in the opinion of the Landlord detract from the visual appearance of the Property on the Estate

3.4 Not to bring keep store stack or lay out upon the Estate any materials equipment plant bins crates cartons boxes or any receptacle for waste or any other item which

is or might become untidy unsightly or in any way detrimental to the Property or the Estate

3.5 Not to deposit or permit to be deposited any waste rubbish or refuse on the Estate other than in designated waste bins

3.6 Not to keep or store on the Estate any vehicle caravan or mobile dwelling except as may be expressly permitted by this Lease

3.7 Not to cause any land roads or pavements abutting the Property to be untidy or in a dirty condition and in particular (but without prejudice to the generality of the above) not to deposit on them refuse or other materials

3.9 To comply with the Control of Asbestos at Work Regulations 2002 if relevant

3.10 To keep the Caravan clean and tidy and well maintained and in a good state of repair visually and structurally so as to retain its mobility and in safe, habitable state including the repair and maintenance of all installations and appliances and undertaking all relevant periodic safety checks at all times during the Term

#### **4. Contribution**

To contribute and pay on demand to the Landlord a fair proportion (to be conclusively determined by the Landlord's Surveyor) of all expenses incurred or payable by the Landlord for constructing repairing renewing rebuilding repointing and cleansing all structures foundations fences pipes drains escape roads passages pavements and all other easements and amenities whatsoever the use of which is common to the Site and to other properties on the Site and to keep the Landlord indemnified against such proportion of such expenses

#### **5. Notice of Necessary Repairs**

To permit the Landlord and its agents at all reasonable hours in the daytime on prior reasonable notice to enter upon and view the condition of the Property and to give or leave on the Property notice in writing to the Tenant of all defects repairs and wants of reparation then and there found which the Tenant shall be liable to make good under the covenants hereinbefore contained

#### **6. Execution of Repairs**

Within three months of any such notice as last aforesaid to repair and make good all defects and wants of reparation therein mentioned and in case of default by the Tenant it shall be lawful for the Landlord and its agents servants or workmen at any time to enter upon the Property and execute such repairs and works and to recover the cost thereof from the Tenant as if the same were rent in arrear

#### **7. Insurance**

7.1 Not to do or omit anything that could cause any policy of insurance on or in relation to the Property to become void or voidable wholly or in part nor (unless the Tenant shall have previously notified the Landlord and have agreed to pay the increased premium) anything by which additional insurance premiums may become payable

7.2 To notify the Landlord immediately upon the Tenant becoming aware of any event or thing that happens in or relating to the Property against which the Property is insured under the terms of the Lease

7.3 To insure the caravan at all times throughout the life of the Term against the Insured Risks for the full costs of a new caravan of similar type and size to the Caravan as made available through the Landlord and loss of three years' Rent and architects', surveyors' and other professional fees (together with the VAT payable thereon) and to lay out all money received in respect of such insurance (except sums for loss of Rent and professional fees) as soon as reasonably practicable in



rebuilding, refurbishing or reinstating the Property so destroyed or damaged PROVIDED THAT the Tenant shall not be liable to carry out the reinstatement if the reinstatement shall be prevented or frustrated for any other reason beyond the control of the Tenant in which event either party may at any time after the expiration of such period terminate this Lease by the service of not less than three months' notice in writing but without prejudice to the rights of either party in respect of any antecedent breaches of the provisions of this Lease

7.4 To produce for inspection by the Landlord on written demand a copy of the up to date insurance policy and insurance schedule

#### **8. Electricity Supply, Gas Supply and other Services**

8.1 To pay within 14 days of demand to the Landlord an annual charge in respect of the maintenance and operation of the Landlord's distribution system whereby electricity, gas, water and other services are supplied to the Property and to pay the Landlord's charges in respect of electricity, water and other services consumed on the Property such charges not to exceed the maximum charges from time to time fixed by the area supplier supplying the Landlord in respect thereof

8.2 To adhere to all safety requirements imposed from time to time by the Electricity Authority and in particular (but without prejudice to the generality of the foregoing):

8.2.1 not to take electricity in excess of the authorised permitted load and every five years to have an electrical test carried out on the Property by a properly qualified engineer and to give the test report to the Landlord

8.2.2 not in any way to alter or add to the electricity supply for the Property without the prior written consent of the Landlord and without such alterations to the said supply (once authorised) being carried out by a competent certified electrician

8.3 To pay to the Landlord a bi-annual charge in respect of all charges for electricity gas and other services consumed or used at or in relation to the Property (including meter rents) and to pay the same by direct debit to the bank account of the Landlord

8.4 To ensure that all systems on or within the Property together with the appliances attached to the systems comply with the relevant safety requirements and guidelines and that any work carried out to those systems is only done so by a competent and certified engineer

8.5 Subject in all cases to the full right and liberty of the Landlord and its officers and workmen at all reasonable times on reasonable notice and in case of emergency or compelling necessity without any previous notice to enter upon the Property to read the electricity meter for the Property

#### **9. Alterations**

Not during the Term to carry out any alteration of any nature whatsoever to the Property

#### **10. Estate Regulations**

10.1 To observe and cause to be observed by all persons occupying or using the Property in pursuance of these presents or under or by virtue of the Tenant's authority or permission all orders rules regulations and byelaws from time to time made by the Landlord including the Landlord's Caravan Site Conditions (together "the Estate Regulations") currently in force and as amended from time to time by the Landlord and not to do or omit anything that could cause any the Landlord to be in breach of any condition of its caravan site licence issued by the Local Authority under Section 3 Caravan Sites and Control of Development Act 1960 or other relevant statutes in relation to the Caravan and its installations and furnishings and not to do or suffer to be done in or upon the Property or any part thereof any act or thing which shall or may be or become a nuisance damage

annoyance or inconvenience to the Landlord or its other tenants or occupiers of any adjoining or neighbouring property and particularly not to sell or permit to be sold thereon any food or liquor

10.2 In the event of any conflict between the terms of this Lease and the Estate Regulations the terms of this Lease shall prevail

#### **11. User**

11.1 Not to use or permit or suffer the Property or any part thereof to be used otherwise than for the Authorised User

11.2 Not to use the Property continuously or as permanent accommodation

11.3 not to carry on upon the Property any trade or business

11.4 Not to place or allow or suffer to be placed upon the Property or any part thereof a building or temporary dwelling or permanent residence except as permitted by the Landlord

PROVIDED ALWAYS that the Tenant hereby acknowledges and admits that notwithstanding the foregoing provisions the Landlord does not hereby or in any other way give or make nor has given or made at any other time any representation or warranty that the Authorised User is or will remain a permitted use within the provisions of the Planning Acts

#### **12. Damage**

To make good any damage which may arise from improper or negligent use of the Property by any person or persons in occupation thereof or using the same by virtue of these presents or by or with the Tenant's authority or permission and to indemnify the Landlord against any actions proceedings costs claims or demands

arising out of any improper or negligent user of the Property or any device thereon by any person or persons as aforesaid

#### **13. Not to assign whole or part**

Not to assign sublet charge or grant any legal or equitable interest in the whole or any part of the Property nor to share the use and occupation of the Property or any part thereof with any person or persons other than in accordance with this clause

13.1 Not to assign the Property to any person or persons other than to a Full Member of the National Rifle Association or Affiliated Club but then only with the previous consent in writing of the Landlord such consent to be acted upon within three months of being granted and not to be unreasonably withheld in the case of a respectable and responsible assignee the Tenant paying to the Landlord the sum of £100 exclusive of VAT in respect of its administrative costs in relation to the said assignment

13.2 Any assignee approved by the Landlord shall enter into a Deed in which such assignee shall covenant directly with the Landlord to pay the Rent reserved by this Lease and to observe and perform the covenants and conditions contained in this Lease relating to the Property and shall meet the Landlord's reasonable legal fees in relation to the preparation of the said Deed

13.3 Not to sublet the Property other than occasionally to a respectable and responsible sublessee for shooting purposes on Bisley alone

13.4 Within one month of the date of any assignment transfer charge or devolution of the Property to give notice of the same to the Landlord and to pay £50 (fifty pounds) plus VAT or such other reasonable sum as the Landlord shall require for the registration of such notice

#### **14. Members and Non Members**

The Tenant shall at all times during the term be a Full Member of the National Rifle Association or an Affiliated Club and shall in addition not permit any person who shall have been expelled from membership of the NRA to use occupy or resort to the Property without the consent in writing of the NRA PROVIDED ALWAYS that the Landlord shall have previously advised the Tenant in writing that such person had been expelled by the NRA

#### **15. Maintenance**

To keep all drains and watercourses now in or under or which may hereafter during the Term be in or under the Property or any part thereof free from obstruction by the Tenant and its licensees so that the same can be used by all other persons entitled to the use thereof according to their respective rights thereto and to permit all works (including works of construction) to the drains and watercourses to be carried out by the Landlord and its agents in such manner as the Landlord shall think fit causing as little interference as reasonably possible with the Tenant's use and enjoyment of the Property

#### **16. Works required by Local Authorities**

At the Tenant's own expense to comply forthwith with all present and future Acts of Parliament and subordinate legislation relating to the Property or the use of it and to execute at his own expense any work required to be carried out to the Property whether required to be carried out by the owner or the occupier or any other person

#### **17. Planning**

17.1. At all times during the Term to comply in all respects with the provisions and requirements of the Planning Acts and of any existing planning consents (and the conditions thereof) relating to or affecting the Property and any new planning consents applied for by the Tenant AND at all times hereafter to indemnify and keep indemnified the Landlord against all actions proceedings costs claims and demands and other liabilities

whatsoever in respect of any such act matter or thing contravening the provisions of the Planning Acts or any of them as aforesaid

17.2. At the expense of the Tenant to obtain all planning permissions and to serve all such notices as may be required for any user or for the carrying out of any operations on the Property that may constitute Development provided that no application for planning permission shall be made without the previous written consent of the Landlord and that any works shall be strictly in accordance with such planning permission and shall be completed prior to the expiration of the Term

#### **18. To inform Landlord of notice received**

Within seven days of the receipt of notice of the same by the Tenant to give full particulars to the Landlord of any notice or proposal for a notice or order or proposal for an order given issued or made to the Tenant by a planning authority under or by virtue of the Planning Acts or by any other statutory authority or otherwise and if so required by the Landlord

18.1 to produce such notice to the Landlord and

18.2 to object or make representation against or in respect of any notice as the Landlord shall deem expedient

#### **19. Landlord's Costs**

To pay to the Landlord all costs charges and expenses (including solicitors' counsels' and surveyors' and other professional costs and fees and bailiffs' costs charges and expenses and commission) which may be properly charged or incurred by the Landlord or any superior landlord:-

19.1 in or in contemplation of any application by the Tenant to any planning authority or any application by the Tenant to the Landlord for any consent pursuant to the covenants herein contained PROVIDED ALWAYS that

in respect of any application to the Landlord for any consent pursuant to the covenants herein contained the Landlord may as a pre-condition of dealing with any application for consent require an undertaking from the Tenant's solicitors to pay its reasonable legal managing agents' and (if relevant) surveyors' costs whether the application proceeds or such consent is granted or not and in the absence of its receiving such undertaking the Landlord shall not be deemed unreasonably to have withheld or delayed any such consent

19.2 in or in contemplation of any proceedings under Sections 146 or 147 of the Law of Property Act 1925 or the preparation and service of notice thereunder (notwithstanding forfeiture is avoided otherwise than by relief granted by the Court) or for the preparation and service of and negotiations consequent upon a schedule of dilapidations served at any time during or after the Term

19.2.1 in connection with the recovery of any arrears of Rent and monies payable and recoverable as rent hereunder

19.2.2 in connection with the enforcement of any of the Tenant's covenants herein contained

AND to keep the Landlord fully indemnified against all actions proceedings costs expenses claims and demands whatsoever in respect of all or any of the said applications consents notices negotiations and proceedings

## **20. Keys**

To ensure that at all times

20.1 the Landlord has written details of the keyholders of the Caravans in respect of police attendance following activation of the burglar alarm system should such an alarm be installed at the Property

20.2 a set of keys for the Caravan is held by a person approved by the National Shooting Centre

## **21. Defective Premises**

21.1 To give notice to the Landlord immediately of any defect in the Property of which the Tenant is aware which might give rise to an obligation on the Landlord to do or refrain from doing anything in order to comply with the provisions of this Lease or the duty of care imposed on the Landlord pursuant to the Defective Premises Act 1972 or otherwise

21.2 To erect and maintain within the Property prominent notices of warning of relevant defects within the meaning of Section 4 of the said Act in such form as the Landlord may from time to time require

21.3 To indemnify the Landlord against any actions proceedings costs expenses claims and demands incurred thereunder by reason of the Tenant's failure to erect and display such notices

21.4 To permit the Landlord at any times on reasonable notice to enter upon the Property to erect and exhibit notices thereon giving warning of relevant defects within the meaning of the said Section 4 in the Property and at the Tenant's cost to install lighting or any other reasonable means of warning or protection against such defects

## **22. Pay costs of Lease**

To pay the proper legal charges and surveyors' fees of the Landlord in connection with the licences and duplicates reasonably incurred and resulting from all applications by the Tenant for any consent of the Landlord required by this Lease including legal charges and surveyors' fees actually incurred in cases where consent is refused or the application is withdrawn

## **23. Yielding up**

At the expiration or sooner determination of the Term peaceably to surrender and yield up to the Landlord the Property with the fixtures and any additions thereto in good and substantial repair and condition in accordance with the foregoing covenants

#### **24. Indemnity**

24.1 To keep the Landlord indemnified against all damage loss costs expenses actions proceedings claims and liabilities made against or suffered or incurred by the Landlord arising directly or indirectly out of: -

24.1.1 any act omission accident or negligence of the Tenant or any person at the Property expressly or impliedly with the Tenant's authority or

24.1.2 any breach or non-observance by the Tenant of the covenants conditions or other provisions of this Lease or any of the matters to which this demise is subject

#### **25. Encroachment**

Not to allow any encroachment to be made or easement acquired on or over the Property and in particular not to allow a right of access of light or air from or over the Property to any neighbouring property to be acquired and if any encroachment or easement shall be made or threatened to be made or if any window or opening shall be opened or made or threatened to be opened or made

in any neighbouring property which if not obstructed might by lapse of time confer the right to such access of light or air on the owner of any neighbouring property to give notice thereof to the Landlord and to permit it to enter the Property and to do all such things as may be proper for the purpose of preventing the making of such encroachment or the acquisition of such easement or right to light or air

#### **26. Value Added Tax**

In the event that Value Added Tax shall be chargeable on the Landlord in respect of any supplies made to the Tenant the Tenant shall in addition to any amounts otherwise payable pay the Landlord the amount of the Value Added Tax so chargeable contemporaneously with the relevant payment and further in the event of the Landlord electing at any time during the term to waive exemption from Value Added Tax in respect of the Property or of any building of which the Property form part to pay the amount of Value Added Tax chargeable resulting from such notice of election (or in the event of such notice relating to other Property as well as the Property to pay a fair proportion of such Value Added Tax such proportion to be determined by the Landlord's Surveyor whose decision save in the case of proven error shall be final and binding)

### **FIFTH SCHEDULE**

#### **Rent Review**

1. Upon each anniversary of the Term, beginning with the fifth anniversary of the Term, the Rent Review shall be carried out in accordance with this Schedule

2. In this Schedule:-

2.1 "Base Figure" means the Index for the month two months before the immediately preceding Review Date

or in the case of the first Review Date the Term Commencement Date.

2.2 "Index" means the "all items" index figure of the Index of Retail Prices (RPI) published by the Office for National Statistics

2.3 "Increase" means the amount (if any) by which the Index for the months preceding the relevant Review Date exceeds the Base Figure

### 3 **Ascertaining the Rent**

3.1 The Revised Rent for the period from any Review Date to the day before the next Review Date shall be whichever is the greater of:-

(a) the Rent payable from the immediately preceding Review Date (or, in the case of the first review, the Initial Rent) and

(b) the Rent payable from the immediately preceding Review Date or in the case of the First Review Date the Initial Rent increased by the same proportion as the Increase in the Index as calculated by the following formula:

$$RR = RP \times (CF/BF)$$

where:

*RR = The Revised Rent*

*RP = The Rent Payable from the immediately preceding Review Date or in the case of the First Review Date the Initial Rent*

*CF = The Current Figure being the Index for the month two months before the relevant review date.*

*BF = The Base Figure as defined above.*

### 4 **Rent review**

4.1 If the reference base used to compile the Index shall change after today's date the figure taken to be shown in the Index after the change shall be the figure which

would have been shown in the Index if the reference base current at today's date had been retained

4.2 If it becomes impossible by reason of any change after today's date in the methods used to compile the Index or for any other reason whatever to calculate the Revised Rent by reference to the Index or if any dispute or question whatever shall arise between the parties with respect to the amount of the Revised Rent or the determination of the Revised Rent such matter shall at the option of the Landlord be determined by an independent valuer 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 his duly appointed deputy or any person authorised by him to make appointments on his behalf) on the application of either party who shall have full power to determine on such dates as he shall deem apposite what would have been the increase in the Index had it continued on the same basis and in view of the information assumed to be available for the operation of this rent review or (if that determination shall also be impossible) shall determine a reasonable Revised Rent for the Property on such dates having regard to the purposes and intent of the provisions in this Lease for the review of the Rent

5 The Landlord shall give written notice to the Tenant of the amount of the Revised Rent and thereafter memoranda (in such form as the Landlord shall reasonably require) recording the amount of the Revised Rent shall be signed by or on behalf of the Landlord and the Tenant and annexed to this Lease and the Counterpart thereof and the parties shall bear their own costs of this procedure

6 If the new Rent payable on and from any Review Date has not been agreed by that Review Date Rent shall thereafter be payable at the rate in force immediately before the Review Date and forthwith upon the Revised Rent being ascertained the Tenant shall pay to the Landlord an amount representing the difference ("the Shortfall") between:-

6.1 the amount of the yearly Rent which would have been payable for the period from that Review Date until the next payment date following the date of ascertainment if the Revised Rent had been ascertained at that Review Date and

6.2 together with interest at the rate of 4% below the Interest Rate on the Shortfall calculated on a day to day basis upon those parts of the Shortfall which would have been payable if the Revised Rent had been ascertained at that Review Date

## SIXTH SCHEDULE

### Agreements and Declarations

#### 1. Determination of the Lease

1.1 In the event of the Landlord being desirous of carrying out any work of construction or development on the Property or upon any part of the Estate and for such purpose shall reasonably require possession of the Property it shall serve upon the Tenant not less than twelve months' notice of such desire expiring at any time and upon the expiration of such notice this Lease shall cease and determine but without prejudice to any claim by either party against the other in respect of any antecedent breach of any covenant therein

1.2 If this lease terminates in accordance with clause 1.1 of this Schedule then, within 14 days after the expiry of the notice served under clause 1.1, the Landlord shall refund to the Tenant a percentage of the Premium, and any VAT paid in respect of it, for the period from and excluding date of the expiry of the relevant notice up to and excluding the last day of the Term, calculated on a daily basis

1.3 The Landlord may determine this Lease by not less than one year's written notice if the Tenant ceases to be either a Full Member of the National Rifle Association or an Affiliated Club. For the avoidance of doubt, (i) during the period of notice, the Tenant, which shall include the Tenant's estate in the event of the Tenant's death, shall be entitled to assign the Property pursuant clause 13 of the Fourth Schedule of this Lease; and (ii) if the Tenant shall become a Full Member of the National Rifle Association or an Affiliated Club during the period of notice, which shall not be unreasonably denied by the

National Rifle Association, then any written notice given under paragraph 1.1 of this Schedule shall be deemed to have been withdrawn and the Lease shall not be determined

1.4 In the event of Forces permanently requiring the Property for manoeuvres or operations or if such activities prevent use of the ranges or the use of the Property for the Authorised User the Landlord may determine this Lease by seven days written notice to the Tenant expiring at any time and at the end of such notice this Lease shall determine but without prejudice to any claim by either party in respect of any antecedent breach of any covenant herein contained

**2. Tenant's Break** 2.1 The Tenant may terminate this lease by serving a Break Notice on the Landlord at least one month before the relevant Break Date

2.2 A Break Notice served by the Tenant shall be of no effect if, at the Break Date stated in the Break Notice:

(a) the Tenant has not paid any part of the Rent, or any VAT in respect of it, which was due to have been paid;

(b) vacant possession of the whole of the Property is not given; or

(c) there is a subsisting material breach of any of the tenant covenants of this lease relating to the state of repair and condition of the Property

2.3 Termination of this lease on a Break Date shall not affect any other right or remedy that either party may have in relation to any earlier breach of this lease

2.3 If this lease terminates in accordance with clause 2.1 of this Schedule then, within 14 days after the relevant Break Date, the Landlord shall refund to the Tenant the proportion of the Rent, and any VAT paid in respect of it, for the period from and excluding the relevant Break Date up to and excluding the next Rent Payment Day, calculated on a daily basis

### **3. Manoeuvres of HM Forces**

The Landlord shall not be liable to make good or pay compensation for any damage which may be caused to the Property or to any property of the Tenant on the Property by the manoeuvres or operations of HM Forces but the Landlord will lay out any money which may be paid to it by any authority or authorities (after deducting any costs expended in recovering the same)

### **4. Water Supply**

Nothing herein contained shall render the Landlord liable to provide any further or other supply of water for use on the Property beyond such to which the Landlord is or from time to time may be entitled by virtue of its existing agreement with Affinity Water Limited or any agreement replacing the same or save as aforesaid to provide any further supply in case of the determination of such agreements AND FURTHER the Landlord shall not be liable to the Tenant for the contamination or pollution of the water or for the failure or partial failure of the supply of water from any cause or for the failure of Affinity Water Limited (from which the water is obtained) to furnish the supply of water at any time AND ALSO the Landlord and its officers and workmen shall at all times and in case of emergency or compelling necessity without any previous notice and otherwise on reasonable notice have full right and liberty to enter upon the Property to inspect the water main and pipes and if necessary to remove and repair the same at the cost of the Tenant (except where

the Landlord or its tenants enjoy a common user of such mains and pipes in which case the cost to the Tenant shall be a fair and reasonable proportion of the total cost according to the extent of the user) and the Landlord and its officers and workmen shall not be liable for any unavoidable damage in so entering upon the Property but shall so far as practicable make good without delay all damage occasioned by such entry

### **5. Payment for Metered Water Supply**

The Landlord may at any time require the Tenant to pay for water consumed on the Property not as part of the Additional Rent but as a separate bi-annual charge to be calculated at the rate of the standard tariff of the Landlord for the Estate according to the amount of water consumed at the Property as shown by a separate meter which shall be at all times maintained in perfect working order at the Tenant's expense

### **6. Electricity and gas supply**

Nothing herein contained shall render the Landlord liable to provide any further or other supply of electricity and gas for use on the Property beyond such to which the Landlord is or from time to time may be entitled by virtue of its existing supply agreements with E-on Energy or any agreement replacing the same or save as aforesaid to provide any further supply in the case of the determination of such agreements AND FURTHER the Landlord shall not be liable to the Tenant for the failure or partial failure of the supply of electricity and gas from any cause save for its own wilful acts or default or for the failure of the suppliers (from which the Landlord's supply is obtained) to furnish the supply of electricity and gas at any time AND ALSO the Landlord and its officers and workmen shall at all times and in case of emergency or compelling necessity without any previous notice or otherwise on reasonable notice have full right and liberty to enter upon the Property to inspect the electricity and gas mains and pipes and if necessary to remove and repair the same at the cost of the Tenant (except where



the Landlord or its tenants enjoy a common user of such mains and pipes in which case the cost to the Tenant shall be a fair and reasonable proportion of the total cost according to the extent of the user) and the Landlord and its officers and workmen shall not be liable for any unavoidable damage in so entering upon the Property but shall so far as practicable make good without delay all damage occasioned by such entry

## **7. Interest**

7.1 If the Rent hereby reserved or any part thereof or any other sum payable by the Tenant to the Landlord pursuant to the provisions of this Lease shall not have been paid upon the date whereon payment of the same was due then the Tenant shall pay to the Landlord interest upon such Rent or other sum (plus VAT thereon) at the Interest Rate from the date whereon payment of the same was due until the said Rent or other sum shall have been paid

7.2 In the event of:-

7.2.1 there being any breach by the Tenant of the covenants on the Tenant's part herein contained and

7.2.2 the Landlord having notified the Tenant in writing that by reason thereof it will not for the time being accept any sums (including the yearly Rents hereinbefore reserved) payable by the Tenant under the provisions of this Lease

THEN and in every such case the Tenant shall pay to the Landlord on demand interest at the Interest Rate on the amounts due to the Landlord (credit being given for any sums paid by the Tenant and accepted by the Landlord as mesne profits) from the date of such notice served by the Landlord in respect of such breach or from the date when the particular sum fell due (whichever is the later) until whichever is the earlier of either

7.2.3 the date of acceptance by the Landlord of the sum due or

7.2.4 the date that such breach has been remedied and the Tenant has so notified the Landlord in writing

SUCH payment being due and payable on the date the Landlord demands the same

## **8. Forfeiture**

At any time after any of the following events shall happen the Landlord may re-enter upon all or any part of the Property including for the avoidance of doubt any Caravans thereon:-

8.1 the whole or any part of the Rents shall be unpaid for forty-eight days after the later of becoming payable and the date of any demand by the Landlord for the unpaid Rents

8.2 there shall be any breach of any of the Tenant's covenants or

8.3 the Tenant or any individuals named as the Tenant shall be unable to pay a debt or have no reasonable prospect of being able to pay a debt within the meaning of Section 268 of the Insolvency Act 1986 or makes an application to the Court for an interim order under Section 253 of the Insolvency Act 1986 or does anything which would entitle a petition for a bankruptcy order to be made or makes any assignment for the benefit of or enters into any arrangement with his creditors either by composition or otherwise or shall be expelled from membership of the NRA

If the Landlord shall re-enter in accordance with the provisions of this Clause then this Lease shall thereupon terminate and the Tenant shall forthwith vacate the Property but without prejudice to any right of action or remedy of the Landlord in respect of any breach non-observance or non-performance of any of the Tenant's covenants or the conditions herein contained

**9.** The Tenant shall not by virtue of this Lease or otherwise become entitled to any right of light or air or

other easement whatsoever (except as by this Lease expressly granted) which would restrict the full and free use by the Landlord or any person deriving title under it or its predecessors or successors in title to the Estate for building or other purposes

**10.** The Tenant hereby agrees that all notices served under this Lease or for the purpose of or in anticipation of proceedings against him by the Landlord may be served upon the Tenant by post addressed to the Tenant at the address or addresses as notified in writing to the Landlord, at the address or addresses of the Tenant most recently notified to the Landlord or, if the Landlord is not notified then addressed to the Tenant at the Property and that for the purpose of proceedings to forfeit this Lease the Tenant elects domicile in England at the Property and agrees that process may be served at the Property (whether the same shall come to his knowledge or not, save that service at the Property made outside the period of occupancy permitted by the Site Licence shall be deemed to have been made on the first day of the commencement of the following period of occupancy so permitted). All notices issued by the Landlord to the Tenant shall be repeated by email to the address, if such exists, most recently notified to the Landlord by the Tenant or to the Tenant's membership or affiliation, and no notice shall be deemed to have been served prior to the date of sending of such email.

## **11. Disputes**

11.1 If at any time hereafter any dispute doubt or question shall arise between the Landlord and the Tenant touching the construction meaning or effect of these

presents or any clause or thing herein contained or if their respective rights or liabilities under these presents or otherwise in relation to the Property shall require to be determined or ascertained then every such dispute doubt or question shall be referred to an independent expert

11.2 the expert is to be appointed by agreement between the parties, or (in the absence of agreement) nominated by either the then President from time to time of the Royal Institution of Chartered Surveyors (or his nominee) or the President from time to time of the Law Society (or his nominee) on the application of either party

11.3 if the expert dies or declines to act the President may on the application of either party appoint another

11.4 the Tenant must allow the expert access to the Property to do anything which the expert considers necessary to carry out his function

11.5 the expert will allow each party to make representations to him and to make written counter-representations but will not be in any way fettered by the representations and counter-representations and will rely on his own judgement

11.6 the fees and expenses of the expert including the cost of his appointment and the reasonable professional fees and disbursements of the parties shall be borne by the parties as the expert shall direct

Executed as a Deed by

**[name]**

.....

in the presence of:-

Witness Signature .....

Name .....

Address .....

.....

.....

Occupation .....