

DATED

9th September

2022

YORKSHIRE WATER SERVICES LIMITED

to

THORNTON STEWARD SAILING CLUB LIMITED

LEASE

of premises comprising Club Area and Licence for sailing facilities at Thornton Steward Reservoir,
North Yorkshire

Term: 30 years

Rent: £450 ground rent and £1,800.00 sailing fees per annum

Review: Subject to review every 5 years

Commencement: 9th September 2022

Perminder Kaur
Head of Legal Services
Yorkshire Water Services Limited

MS/YWS130/504

Clauses prescribed by the Land Registrations Rules 2003

LR1	LR1. Date of lease	9 th September 2022
LR2	Title number(s)	LR2.1 Landlord's title number(s) Title number(s) out of which this lease is granted. NYK335556 NYK335579 NYK335753
		LR2.2 Other title numbers Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made
LR3	Parties to this lease Give full names, addresses and company's registered number, if any, of each of the parties. For Scottish companies use a SC prefix and for limited liability partnerships use an OC prefix. For foreign companies give territory in which incorporated.	Landlord YORKSHIRE WATER SERVICES LIMITED (Company registration number 02366682) whose Registered Office is at Western House Halifax Road Bradford West Yorkshire BD6 2SZ
		Tenant THORNTON STEWARD SAILING CLUB LIMITED (Company Registration Number 01165218) c/o 30 Gower Road Richmond North Yorkshire DL10 4TZ
		Other parties Specify capacity of each party, for example "management company", "guarantor", etc.
LR4	Property Insert a full description of the land being leased or Refer to the clause, schedule or paragraph of a schedule in this lease in which the land	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 CLAUSE 1

	<p>being leased is more fully described.</p> <p>Where there is a letting of part of a registered title, a plan must be attached to this lease and any floor levels must be specified.</p>	
LR5	<p>Prescribed statements etc. If this lease includes a statement falling within LR5.1, insert under that sub-clause the relevant statement or refer to the clause, schedule or paragraph of a schedule in this lease which contains the statement.</p> <p>In LR5.2, omit or delete those Acts which do not apply to this lease.</p>	<p>LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003</p> <p>LR5.2 This lease is made under, or by reference to, provisions of: Leasehold Reform Act 1967 Housing Act 1985 Housing Act 1988 Housing Act 1996</p>
LR6	<p>Term for which the Property is leased</p> <p>Include only the appropriate statement (duly completed) from the three options</p> <p>NOTE: The information you provide, or refer to, here will be used as part of the particulars to identify the lease under rule 6 of the Land Registration Rules 2003</p>	SEE CLAUSE 1
LR7	<p>Premium</p> <p>Specify the total premium, inclusive of any VAT where payable.</p>	
LR8	<p>Prohibitions or restrictions on disposing of this lease</p> <p>Include whichever of the two statements is appropriate.</p> <p>Do not set out here the</p>	<p>THIS LEASE CONTAINS A PROVISION THAT PROHIBITS OR RESTRICTS DISPOSITIONS</p>

	wording of the provision.	
LR9	Rights of acquisition etc. Insert the relevant provisions in the sub-clauses or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.	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 Insert the relevant provisions or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.	NONE
LR11	Easements Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements.	LR11.1 Easements granted by this lease for the benefit of the Property SEE SCHEDULE 2
		LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property SEE SCHEDULE 2
LR12	Estate rentcharge burdening the Property Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the rentcharge.	NONE

LR13	<p>Application for standard form of restriction Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction use this clause to apply for each of them, tell us who is applying against which title and set out the full text of the restriction you are applying for.</p> <p>Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003</p>	<p>The Parties to this lease apply to enter the following standard form of restriction [against the title of the Property] or [against title number _____]</p> <p>NONE</p>
LR14	<p>Declaration of trust where there is more than one person comprising the Tenant</p> <p>If the Tenant is one person, omit or delete all the alternative statements.</p> <p>If the Tenant is more than one person, complete this clause by omitting or deleting all inapplicable alternative statements.</p>	<p>or</p> <p>or</p>

LEASE is made the 9th day of September 2022

BETWEEN:

- (1) **YORKSHIRE WATER SERVICES LIMITED** whose Registered Office is at Western House Halifax Road Bradford BD6 2SZ (“YWS” which expression shall where the context so admits include the reversioner from the time being immediately expectant on the term hereby created) and
- (2) **THORNTON STEWARD SAILING CLUB LIMITED** c/o 30 Gower Road Richmond North Yorkshire DL10 4TZ (“the Club” which expression includes its successors in title and assigns)

WITNESSETH as follows:

Interpretation

In this Lease:-

“**Access Road**” means the roadway leading from the Club Area to the public highway known as Moor Lane shown coloured brown on the Plan

“**the Car Park**” means the area of land shown edged and hatched purple on the Plan

“**the Club Area**” means the land for the purpose of identification shown edged and hatched green on the Plan

“**the Clubhouse**” means the buildings situate within the Club Area which are subject to the development proposals set out in Schedule 2 hereto

“**the Documents**” means those documents set out in Schedule 8

“**the Dinghy Park**” means the area of land shown edged and hatched blue on the Plan

“**the Launching Area**” means the area of land shown edged and hatched red on the Plan

“**Member**” and “**Members**” means member or members of the Club and includes –

- (1) pupils of a school which is itself a member
- (2) members of a youth organisation which is itself a member
- (3) staff of such school or organisation while supervising those pupils or members
- (4) guests visitors and invitees of the Club whom the Club have authorised to exercise the facilities
- (5) members of Catterick Garrison (inclusive of their staff whilst supervising such members)

“Plan” means the plan annexed to this Lease

“the Reservoir” means YWS' Thornton Steward Reservoir situate in the County of North Yorkshire shown edged yellow on the Plan including that Reservoir (as altered from time to time)

1. In consideration of the rent hereinafter contained and the covenants on the part of the Club hereinafter contained YWS HEREBY DEMISE unto the Club ALL THAT the Club Area EXCEPTING AND RESERVING unto YWS the rights set out in Schedule 1 hereto and HEREBY GRANT unto the Club the rights and licence set out in Schedule 2 hereto to the intent that the same shall be appurtenant to the Club Area TOGETHER with the Licence for sailing facilities contained in Schedule 7 hereto TO HOLD the same unto the Club for a term of 30 years commencing the day *1st* of *September* *2022* (“the Term”) YIELDING AND PAYING therefore for the Club Area hereby demised yearly and proportionately for any part of a year the rent set out in Schedule 3 hereto and for the sailing facilities the yearly fees set out in Schedule 7 hereto such rent and fees to be paid annually in advance on the *1st* day of *September* in each year

2. The Club hereby covenants with YWS to observe and perform the covenants set out in Schedule 4
3. YWS covenants with the Club to observe and perform the covenants set out in Schedule 5
4. YWS and the Club expressly and mutually agree and declare the provisos set out in Schedule 6
5. The parties certify that there is no Agreement for Lease to which this Lease gives effect
6. The parties agree that the provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Lease

IN WITNESS whereof YWS and the Club have executed this Deed the day and year first hereinbefore written

Schedule 1 - (Exceptions and Reservations)

1. The full and free right and liberty for YWS its servants agents and contractors and all other persons authorised by it to enter upon the Club Area with or without vehicles and plant in pursuance of its statutory functions and obligations for water supply land drainage the control of pollution flood alleviation and sewerage YWS making reasonable compensation to the Club for any damage caused thereby and using reasonable endeavours to minimise any interference to the use of the Club Area for the purposes permitted by this Lease and the exercise of the rights granted by this Lease

Schedule 2 - (Rights Granted to the Tenant)

1. Full and free rights (but subject as otherwise mentioned herein) for the Tenant to maintain and use to the reasonable satisfaction of YWS in the Club Area the Clubhouse and satisfying the restrictions and reservations otherwise herein contained
2. The right for the Club and Members (in common with all others entitled to the like right) to pass and repass with or without vehicles over and along the Access Road for the purpose of gaining access to and egress from the Club Area for all purposes permitted by this Lease and for no other purpose whatsoever

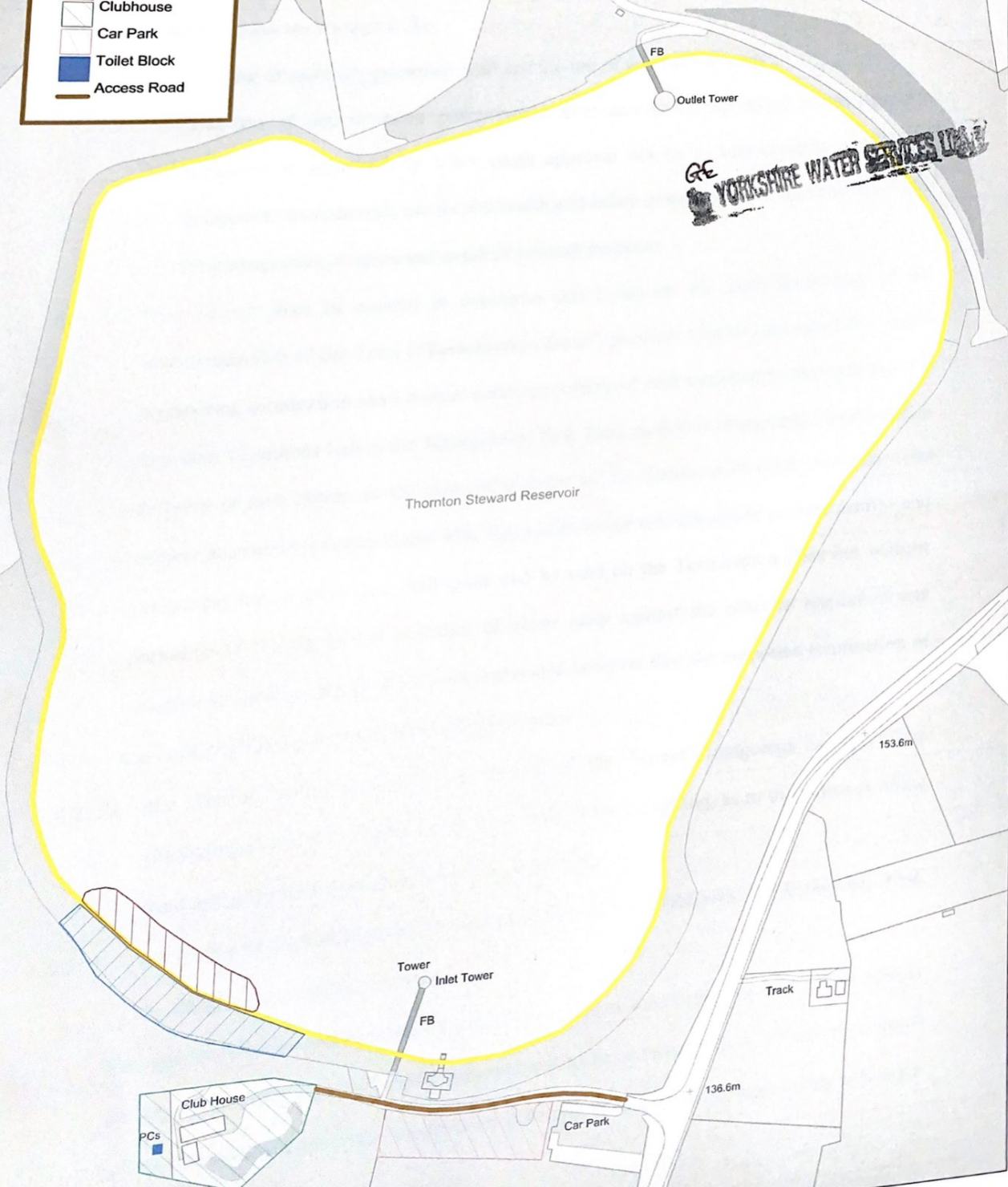
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Neer Suqgett 27.7.2022
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	Reservoir
	Dinghy Park
	Launching Area
	Clubhouse
	Car Park
	Toilet Block
	Access Road

GE YORKSHIRE WATER SERVICES LTD

Thornton Steward Reservoir



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Thornton Steward Sailing Club

Requested: 14/06/2022, 14:07:24
2022, 14:07:26

3. Subject to the provisions set out in Schedule 7 the right for the Tenant and Members to enter upon and use the Reservoir for:
 - 3.1 The use of manually propelled craft and the use of wind driven craft
 - 3.2 The use of one or more power/rescue boat and committee boats which are of a specification approved by YWS (such approval not to be unreasonably withheld or delayed) to include such use for the health and safety of the Club and its Members during the management of races and required training purposes
4. The Tenant shall be entitled to determine this Lease on the tenth anniversary of the commencement of the Term ("**Termination Date**") provided that in such event the Tenant so desiring termination shall deliver notice in writing of such intention to the Landlord, not less than 12 months before the Termination Date. Time shall be of the essence in relation to delivery of such notice. In the event of exercise by the Tenant of its rights hereunder and subject absolutely to compliance with the conditions of this clause the present demise and everything herein contained shall cease and be void on the Termination Date but without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim or breach of covenant provided however that the purported termination of the Lease by the Tenant shall be conditional upon:
 - 4.1 the Tenant having discharged in full all of the Tenant's outgoings in this Lease (including, without prejudice to the generality of the foregoing, as to the payment of the Rent and any other sums due to the Landlord) and;
 - 4.2 the giving to the Landlord of vacant possession of the Clubhouse, the Launching Area, the Dinghy Park and the Car Park
5. The right to redesign and reconstruct a facility serving as the Clubhouse in the Club Area to the approval of the Landlord (such approval not to be unreasonably withheld or delayed) having first obtained all necessary planning permissions and consents and entirely at its own cost

Schedule 3 – (Rent Review)

1. For the first 5 years of the said term of 30 years the rent shall be the yearly sum of £450.00 and during the remaining years of the term such other rent as may be payable in accordance with the provisions of clause 2 hereof
- 2.1.1 In this Clause "review date" shall mean the fifth anniversary of the date hereof and every fifth year thereafter
- 2.1.2 The expression "review period" shall mean the period starting with any review date up to the next review date or starting with the last review date up to the end of the term hereof
- 2.1.3 The yearly rent during each successive review period shall be a rent equal to the rent previously payable hereunder or such revised rent as may be ascertained as herein provided whichever be the greater
- 2.1.4 The yearly rent payable in the review period shall be the rent at which the Club Area might reasonably be expected to be let in the open market for a term of 30 years at the review date by a willing lessor with vacant possession to a willing lessee without a premium but upon the supposition (if not a fact) that the lessee has complied with all its obligations there being disregarded (if applicable) (a) those matters set out in paragraphs (a) (b) and (c) of Section 34 of the Landlord and Tenant Act 1954 (as amended) and (b) any works carried out by the Tenant (whether or not pursuant to an obligation to the Landlord) including without limitation the Clubhouse on the same terms and conditions (other than as to amount of rent but including provisions for rent review every five years) as this present Lease
- 2.1.5 The revised rent for any review period may be agreed at any time between YWS and the Club or (in the absence of agreement) determined not earlier than the relevant review date by an independent valuer (acting as an expert and not as an arbitrator) 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 either party made not earlier than six months before the relevant review date but not later than the end of the relevant review period and so that in the case of such valuation the revised rent to be determined by the

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2.2.3

valuer shall be such as he shall decide should be the yearly rent at the relevant review date for the Club Area

2.2 IT IS HEREBY FURTHER PROVIDED in relation to the said revised rent as follows:

2.2.1 The following provisions shall apply to any determination by an independent valuer:

- (a) the fees and expenses of the valuer including the cost of his appointment shall be borne equally by YWS and the Club who shall otherwise bear their own costs and
- (b) the valuer shall afford to each of the parties hereto an opportunity to make representations to him and
- (c) if the valuer shall die delay or become unwilling or incapable of acting or if for any other reason the President for the time being of the Royal Institution of Chartered Surveyors or the person acting on his behalf shall in his absolute discretion think fit he may by writing discharge the valuer and appoint another in his place

2.2.2 When the amount of any rent to be ascertained as hereinbefore provided shall have been so ascertained memoranda thereof shall thereon be signed by or on behalf of YWS and the Club and annexed to this Lease and Counterpart thereof and the parties shall bear their own costs in respect thereof

- (a) if the revised rent payable on and from any review date has not been agreed by that review date rent shall continue to be payable at the rate previously payable and forthwith upon the revised rent being ascertained the Club shall pay to YWS any shortfall between the rent and the revised rent
- (b) for the purposes of this proviso the revised rent shall be deemed to have been ascertained on the date when the same has been agreed between the parties or the date of the award of the determination by the valuer

2.2.3 Whenever a revised rent in respect of any review period has not then been agreed between YWS and the Club before the relevant review date and YWS has not made any application to the President for the time being of the Royal Institution of Chartered Surveyors as hereinbefore provided the Club may serve on YWS notice in writing containing a proposal

as to the amount of such revised rent not being less than the rent payable immediately before the commencement of the relevant review period and the amount so proposed shall be deemed to have been agreed by the parties as the revised rent for the relevant review period and sub-clause 2.2.3 (a) hereof shall apply accordingly unless YWS shall make such application as aforesaid within three months after service of such notice by the Club

Schedule 4 - (Covenants by the Club)

1. To pay the rent and fees hereinbefore reserved at the times and in manner as aforementioned
2. To pay all rates and taxes and other outgoings whatsoever which are now or may be at any time hereafter assessed charged or imposed upon or payable in respect of all or any part of the Club Area 1
1
3. Not to use the Club Area for any purpose other than that of a members watersports club to include only non-powered manually propelled craft and/or wind driven craft which are usual at a sailing/watersports club including the provision of the Car Park and the Dinghy Park and the Clubhouse for use only by Members 12
13
5. Not to use or permit or suffer to be used the Club Area or the Clubhouse or any part or parts thereof for the purpose of a business
6. To maintain the Club Area and all structures and erections thereon and all the gates thereof in good and substantial repair and condition and of a clean and tidy appearance at all times to YWS' reasonable satisfaction 14.
7. To make no structural addition or alteration to the Club Area or the Clubhouse except with YWS' prior written consent and in accordance with the terms of that consent such consent not be unreasonably or unnecessarily withheld or delayed 15.
16.
8. To obtain and to comply with any town planning byelaw and other statutory consent which is needed in respect of the use of or operations on the Club Area or any building erected or to be erected thereon. The
17.
9. Unless and to the extent it would constitute a breach of the Documents to use the Club Area only for the purpose of wind driven craft and/or setting up manually propelled craft and for

the purpose of parking motor vehicles in the Car Park and boats only of authorised persons while actually utilising the facilities and the Club shall not subject to paragraph 16 below permit any vehicle or person to remain overnight thereon except with the prior written approval of the Landlord.

10. To observe and perform at all times those matters referred to in the Documents and indemnify YWS for any claims demands proceedings damages costs expenses and charges arising as a result of a breach thereof PROVIDED THAT YWS shall promptly notify the Tenant of any such matter and use all reasonable endeavours to mitigate its loss

The Club Area - Prevention of Pollution

11. To do nothing whereby pollution is or may be caused to the waters of the Reservoir or any watercourse PROVIDED THAT the use of the Reservoir and the Club Area by the Club in accordance with the terms of this Lease shall not constitute a breach of this clause
12. To remove any litter or rubbish which is found in the Club Area
13. Not to carry out any painting oiling greasing or other activity such that or in such a manner that foreign matter may enter the reservoir nor light any fires (other than any purpose built barbeques within the Club Area)
14. To comply with any special written directions given by YWS from time to time for the avoidance of water pollution including any direction for disinfecting craft in the Club Area prior to use on the Reservoir
15. Not to bring any dog or domestic animal into the Club Area (except guide dogs or dogs which are kept in a vehicle or on a short lead and under close control)
16. Not to use the Club Area for camping nor overnight sleeping or accommodation without obtaining the written consent of YWS

The Club Area - Launching and Beaching of Craft

17. Not to launch or beach any craft (except in an emergency) elsewhere than the Launching Area which forms part of the Club Area except that when the water level in the reservoir is

too low for doing otherwise craft may be launched from or beached on that portion of the Reservoir embankment which is comprised in the Club area

21.5

The Club Area - General Provisions

18. Save as is customary in the operation of a sailing club not to use in the Club Area or the Clubhouse any musical or noisy instrument or gun or loudspeaker unless with YWS's consent such consent not to be unreasonably withheld
19. Not to permit the display in or from the Club Area or on the exterior of any buildings constructed on the Club Area any notice or advertisement (except with YWS's consent such consent not to be unreasonably withheld or delayed) other than notices or flags relating to the normal running of a sailing club
20. Not to permit in the Club Area any activity or thing which in the reasonable opinion of YWS may be a nuisance or annoyance to or may in any way interfere with the quiet and comfort of users or occupiers of adjacent property or users of the Reservoir

21.6

Alienation

21. The Tenant covenants;
- 21.1 Not to part with the possession of the whole or any part of the Club Area or permit another to occupy the whole or any part of the Club Area
- 21.2 Not to assign underlet or charge part only of the Club Area
- 21.3 Not to underlet the whole of the Club Area without the consent of YWS (such consent not to be unreasonably withheld)
- 21.4 Not to assign or charge the whole of the Club Area without first:-
- (a) obtaining the written consent of YWS (such consent not to be unreasonably withheld)
 - (b) (in relation to an assignment only) satisfying the circumstances specified for the purposes of S19 (1A) of the Landlord and Tenant Act 1927 set out in clause 21.5 and
 - (c) (in relation to an assignment only) complying with the conditions specified for the purposes of S19 (1A) of the Landlord and Tenant Act 1927 and set out in clause 21.6

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21.5 The circumstances referred to in clause 21.4 (b) are that:-

- (a) all sums due from the Club under this lease have been paid at the date of the licence to assign and
- (b) there are at the date of the application for the licence to assign no material outstanding breaches of any tenant covenant under this lease or any personal covenants undertaken by the Club

21.6 The conditions referred to in clause 21.4 (c) are that:-

- (a) upon or before any assignment and before giving occupation to the assignee the Club enters into an authorised guarantee agreement within the meaning of the Landlord and Tenant (Covenants) Act 1995 in such terms as YWS may reasonably require
- (b) the written licence to assign a condition that if at anytime prior to the assignment the circumstances specified in clause 21.5 (or any one of them) cease to exist YWS may revoke the licence by written notice to the Club; and
- (c) YWS has received a written undertaking from the Club's Solicitors in such form as YWS may reasonably require to pay to YWS on demand the reasonable legal and surveyor's fees costs and disbursements (including value added tax) incurred by YWS in considering the Club's application and preparing negotiating and entering into any relevant documentation whether or not the application is withdrawn or consent is granted

21.7 On the grant of an underlease to obtain covenants by deed from the underlessee direct with YWS in such form as YWS may reasonably require that the underlessee will:-

21.7.1 not assign sub-underlet or charge part only of the premises underlet

21.7.2 not part with or share possession or occupation of the whole or any part of the premises underlet nor grant to third parties rights over them otherwise than by a permitted assignment or sub-underletting

- 21.7.3 not assign charge or sub-underlet the whole or any part of the premises sub-underlet without obtaining the previous consent of YWS under this lease (such consent not to be unreasonably withheld or delayed)
- 21.7.4 observe and perform the terms and conditions of the underlease
- 21.7.5 not assign the underlease without the assignee of the underlease first entering into a direct covenant with YWS to observe and perform the terms and conditions of the underlease
- 21.7.6 provide for the inclusion in any sub-underleases granted out of the underlease (whether immediate or mediate) of covenants to the same effect as those contained in this clause 21.7
- 21.8 On the grant of any underlease:-
- 21.8.1 to include provisions for the revision of the rent reserved by the underlease in an upward only direction to correspond in time and effect with the provisions for the revision of rent in this lease
- 21.8.2 not to reserve or take a premium or fine
- 21.8.3 to reserve a rent which is the market rent as at the time of the grant of the underlease and
- 21.8.4 to include such covenants of the underlessee as are not inconsistent with or impair the due performance and observance of the covenants of the Tenant in this lease

Registration of dispositions of this Lease

- 21.9 To produce to and leave with the Solicitors of YWS the document effecting the disposition (and in each case a certified copy for retention by YWS provided that in the case of a charge the Club shall only be obliged to supply details of the date of the charge and details of the chargee) within one month after any disposition of the Club Area (a 'disposition' being an assignment, charge, transfer, underlease, assignment or surrender of any underlease, or on any transmission by death or otherwise documentary evidence of devolution affecting the Club Area), and on each occasion to pay to the Solicitors such fee as they may reasonably require for the registration

Enforcement of underleases

- 21.10 Not without the consent of YWS (such consent not to be unreasonably withheld or delayed) to vary the terms, or waive the benefit, of any covenant of the underlessee or condition in an underlease of the Club Area
- 21.11 Not without the consent of YWS (such consent not to be unreasonably withheld) to accept a surrender of any underlease of the Club Area
- 21.12 Diligently to enforce the covenants of the underlessee and the conditions in an underlease of the Club Area and (if reasonably required by YWS) to exercise by way of enforcement the powers of re-entry in the underlease
22. To indemnify YWS against all liabilities claims and expenses arising out of this Lease provided that YWS will notify the Club of any such matters and use reasonable endeavours to mitigate its loss
23. To insure all buildings and structures in the Club Area with some insurance office against loss and damage by fire explosion storm or tempest to the full replacement value thereof and produce to YWS on request evidence of the policy and current renewal receipt (but not more than once in each year) and if such loss or damage be sustained lay out the insurance monies on reinstatement of those buildings or structures to YWS' reasonable satisfaction and in the event that the insurance monies prove insufficient for such reinstatement purposes to provide the balance out of the Club's funds
24. On receipt of a valid VAT invoice to pay to YWS by way of additional payments Value Added Tax at the rate for the time being in force chargeable in respect of any payments made under this Lease or other consideration provided by the Tenant under the terms of or in connection with this Lease and in every case where the Tenant agrees to pay an amount of money under this Lease such amount shall be regarded as being exclusive of Value Added Tax which may from time to time be legally payable
25. To pay the reasonable and proper costs (including solicitor costs and surveyors fees) incurred by YWS in connection with any notice served under Section 146 of the Law and

Property Act 1925 requiring the Tenant to remedy a breach of covenant notwithstanding that forfeiture may be avoided otherwise than by relief granted by the Court

26. At the expiration or sooner determination of this demise (if reasonably required by YWS) quietly to yield up the Club Area and reinstate the Club Area to the reasonable satisfaction of YWS

27. To observe and perform the covenants set out in schedule 7

Schedule 5 - (Covenants by YWS)

1. That the Club paying the said rent and performing and observing several covenants conditions agreements and declarations herein contained and on their part to be performed and observed shall and may peaceably and quietly hold and enjoy the Club Area and the rights during the said term without any interruption interference or disturbance from or by YWS or any person or persons claiming under or in trust for it

Schedule 6 – (Reservations to YWS)

1 YWS gives no assurance and undertakes no obligation as to the condition or the water level of the Reservoir or the quality of the water in the Reservoir and the Club's and members' use of the Reservoir shall yield to the operational and management requirements of YWS in respect of the Reservoir including any discharge or abstraction of water from the Reservoir any alteration of the character or level of the water in the Reservoir and the execution of any works in or connected with the Reservoir YWS may by formal notice exclude the Reservoir or any part thereof from use under this Lease so far as requisite for the purpose of the said works

2. YWS may at any time by formal notice forthwith suspend this Lease in the event of any breach by non-observance or contravention of any of the requirements hereof by the Club or by a Member (as the case may be) after the Club have by notice been given any reasonably practicable warning and opportunity to remedy the breach

Miscellaneous

3. A copy of the current constitution and byelaws of the Club shall be provided to YWS and a copy of any amendment thereto shall be delivered to YWS within 28 days of the amendment being made
4. If so requested by YWS the Club shall provide a representative to serve as a member of any liaison committee formed by YWS with respect to the recreational use of the Reservoir and the adjacent land
5. If the payments due to YWS under this Lease shall be in arrears for 21 days after formal notice or if the Club shall cease to exist YWS may enter upon the Club Area and thereupon this Lease shall forthwith be terminated but without prejudice to YWS' rights and remedies in respect of any breach of any requirement limitation or condition of this Lease
6. Any direction notice approval or consent by YWS under this Lease shall be in writing and may be given by YWS' Head of Legal Services
7. The sailing rights shall be entirely subservient at all times to the operational requirements of YWS
8. YWS makes no representation whatsoever that the Club Area or access routes over YWS' adjacent lands are safe or suitable for use under this Lease and as such shall be used entirely at the risk of the Club
9. If injury or prejudice has occurred as set out in paragraph 1.1 above the Club may terminate this Lease by one month's written notice to YWS addressed and delivered to YWS' Head of Legal Services and the yearly sums payable hereunder shall thereupon be split proportionately to the fraction of the year prior to such termination and any overpayment shall be repaid by YWS
10. Any notice to be given to YWS may be addressed and delivered to the Head of Legal Services Yorkshire Water Services Limited

Schedule 7 - (Licence of Sailing)

Part I

1. Subject to the provisions herein contained and the documents listed in Schedule 8 YWS hereby permits the Club and its members to enter upon and use the Reservoir for:- 4.

1.1 the canoeing thereon of manually propelled craft and sailing of wind driven craft

1.2 the sailing thereon of such one or more power/rescue boat and Committee boats as YWS shall have approved being of a specification so approved to include such use for the health and safety of the Club and its Members during the management of races and required training purposes 5. 6.

2. The Club hereby agrees with YWS as follows:-

Sailing Fees

2.1 To pay the following sailing fees -

2.1.1 from the 9th September 2022 to the 8th September 2022²⁰⁵² the yearly sum of £1800.00 7.

Rates Taxes and Charges

2.2 To pay any rates taxes and charges assessed in respect of this Licence or the foregoing permissions 8.

3. Rules

The Tenant further agree that they and the Club and the Members shall observe and perform the following requirements and shall neither cause nor permit any breach thereof 9. 10.

Access to the Reservoir

3.1 To use best endeavours to limit water sports activities on the Reservoir to members who have agreed as a condition of entry to the Reservoir to observe the requirements of this clause 11. 12. 13.

Prevention of Pollution

3.2 To do nothing whereby pollution is or may be caused to the waters of the Reservoir

3.3 Not to wade in the Reservoir (except for launching or beaching a craft) and not to swim in the Reservoir (except as necessary in case of accident) 1. 1.1

Boats and boating

4. Before using a power driven boat on the Reservoir to obtain YWS approval of its specification (such approval not to be unreasonably withheld or delayed) and to use it only so long as it complies with the approved specification AND IN ANY EVENT not to use any such boat except in case of emergency or for a use permitted by this Lease (and for the safety purposes of any such permitted use) in accordance with the terms of this Lease
5. To use every endeavour not to sail within 25 metres of any person fishing
6. The Club shall be fully responsible for all safety requirements when the sailing facilities are being exercised by its members and will adopt and enforce any regulations complying with any requirement for sailing and safety of the Royal Yachting Association

Maintenance of the Reservoir

7. Not to damage any land or wall or other property and not to interfere with any apparatus connected with the Reservoir
8. Not to light any fire on YWS' land or do anything whereby fire may be caused there other than a purpose built barbeque within the Club Area

Other management requirements

9. Not to enter YWS' land adjacent to the Reservoir except in accordance with this Lease
10. Not to hunt take or injure any fish animal or bird
11. To avoid any act whereby injury or distress may be suffered by farm stock
12. Not to cause or permit any nuisance to or interference with the exercise of rights or facilities granted by YWS to other persons
13. Except as may be permitted by paragraph 19 of Schedule 4 not to display any notice or advertisement on YWS' land without prior written approval of YWS

Part II

1. It is also agreed between the parties hereto as follows:-
 - 1.1 The payments to be made under this Licence shall be subject to increase with effect from the commencement of the sixth and each subsequent sixth year of the period of this

Licence that is to say with effect from the 1st 9th September 2027 and each year thereafter

1.2 If no agreement has been reached between the parties three months before those dates as to the payment to be made with effect from those dates any matter not agreed may be referred by either party to the decision of a single arbitrator to be appointed by the President for the time being of the Royal Institution of Chartered Surveyors in accordance with the provisions of the Arbitration Acts 1996 or any statutory modification or re-enactment thereof for the time being in force

Schedule 8 (Documents)

Document

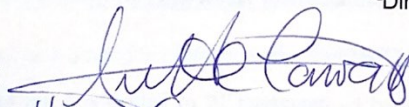
Title Numbers NYK335556
 NYK335579
 NYK335753

cf 9325A

Executed as a deed by)
YORKSHIRE WATER)
SERVICES LIMITED acting)
by a director in the presence)
of:)


Director

Signature of witness:

Name: 
Address: Western House,
Halifax Road, Bradford,
BD6 2SZ

Executed as a deed by THORNTON STEWARD)
SAILING CLUB LIMITED acting by two)

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Directors or by one Director and the Secretary)

Director P.H. Bantles

Director/Secretary Devin Ruth Engage

(WITNESSED) BY

SIGNATURE [Signature]

NAME JF. KNOPP

ADDRESS KING BROOK
SNAPE
DL 8 2TR.