

Lease

Relating To

Land and buildings known as premises
within Royal Military Academy Sandhurst
consisting of land outside the wire on
London Road, Camberley

- (1) The Secretary of State for Defence
- (2) Simon Michael Lovell-Smith, Paul David Chapman,
Adam Ernest Shellard-Dedman and Christopher
Richard Bean as Trustees of Camberley 478 Scout
Group

Dated 20 August 2025

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LR1. Date of lease

20 August 2025

LR2. Title number(s)

LR2.1 Landlord's title number(s)

BK461403

LR2.2 Other title numbers

LR3. Parties to this lease

Landlord

THE SECRETARY OF STATE FOR DEFENCE of care of Defence Infrastructure Organisation Land Management Services, RMAS, Building 35, Winstanley Way, Royal Military Academy Sandhurst, Camberley GU15 4PQ

Tenant

Simon Michael Lovell-Smith of 1 Wimbledon Road, Camberley, GU15 4AY, Paul David Chapman of 8 Waverley Drive, Camberley, GU15 2DL, Adam Ernest Shellard-Dedman of 30 Diamond Ridge, Camberley, GU15 4LD. and Christopher Richard Bean of 249 Upper Chobham Road, Camberley, GU15 1HB as Trustees for the Camberley 478 Scout Group (Registered Charity Number 1212891) of Gilwell Park, Chingford, London, E4 7QW.

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 definition of "Property" Schedule 1 of this lease.

The Property is let without the benefit of any existing easements or other rights which are appurtenant to BK461403 except those set out in Schedule 2.

LR5. Prescribed statements etc.

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.

None.

LR5.2 This lease is made under, or by reference to, provisions of:

None.

LR6. Term for which the Property is leased

The term specified in the definition of "Contractual Term" in Clause 1.1 of this lease.

LR7. Premium

None.

LR8. Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

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 set out in Schedule 2 are granted by this lease for the benefit of the Property.

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

The easements set out in paragraph Schedule 3 to this lease are granted or reserved over the Property for the benefit of other property.

LR12. Estate rentcharge burdening the Property

None.

LR13. Application for standard form of restriction

The Parties to this lease apply to enter the following standard form of restriction against the title of this Property:

"No disposition by the proprietor of the registered estate to which sections 117 to 121 or section 124 of the Charities Act 2011 applies is to be registered unless the instrument contains a certificate complying with section 122(3) or section 125(2) of that Act, as appropriate."

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

Not applicable

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be a cursive or semi-cursive script.

This lease is made the 20 day of August 2025 2023 TLTUR.

Between:

- (1) **THE SECRETARY OF STATE FOR DEFENCE** of care of Defence Infrastructure Organisation Land Management Services, RMAS, Building 35, Winstanley Way, Royal Military Academy Sandhurst, Camberley GU15 4PQ (**Landlord**).
- (2) **Simon Michael Lovell-Smith of 1 Wimbledon Road, Camberley, GU15 4AY, Paul David Chapman of 8 Waverley Drive, Camberley, GU15 2DL, Adam Ernest Shellard-Dedman of 30 Diamond Ridge, Camberley, GU15 4LD and Christopher Richard Bean of 249 Upper Chobham Road, Camberley, GU15 1HB as Trustees for the Camberley 478 Scout Group (Registered Charity Number 1212891) of Gilwell Park, Chingford, London, E4 7QW (Tenant).**

Background:

- (A) The Landlord is the freehold owner of the Property.
- (B) The Landlord has agreed to grant a lease of the Property to the Tenant on the terms set out in this lease.
- (C) This Lease is entered into by the Tenant in accordance with a Declaration of Trust dated 16 June 1982.

It is agreed as follows:

1 Interpretation

The following definitions and rules of interpretation apply in this lease.

1.1 Definitions:

Annual Rent	rent at a rate of £300 (exclusive of VAT) per annum
Aquatraine Assets	means any borehole cesspit combined sewer overflow emergency water storage fire boosters impounding reservoirs grease traps surface water pumping stations tanks chemical treatment facilities chambers outfalls oil water interceptors silt traps sewage pumping stations septic tanks sewage treatment works service reservoirs water pumping stations water treatment works fenced soakaways ponds lagoons catch pits meter houses compressor houses spring supplies and wells let pursuant to an equitable lease under the Landlord's Project Aquatraine.
Backdated Rent	rent for the period between 1 May 2017 and 30 April 2022 of £500 (exclusive of VAT)
Buildings	The building presently situated at the Property belonging to the Tenant such as any buildings owned

	and constructed by the Tenant on the Property pursuant to clause 15.3
CDM Regulations	the Construction (Design and Management) Regulations 2015 (SI 2015/51).
Contractual Term	a term of twenty one (21) years from and including 1 May 2022
Default Interest Rate	4% per annum above the Interest Rate.
Energy Assessor	an individual who is a member of an accreditation scheme approved by the Secretary of State in accordance with regulation 22 of the EPC Regulations.
Energy Performance Certificate	a certificate as defined in regulation 2(1) of the EPC Regulations.
EPC Regulations	Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118).
Establishment	Royal Military Academy Sandhurst
The Group	The Camberley 478 Scout Group (Registered Charity Number 1212891), Gilwell Park, Chingford, London, E4 7QW , a body formed and recognised by The Scout Association in accordance with its policy, organisation and rules
Interest Rate	the base rate from time to time of Barclays Bank PLC or, if that base rate stops being used or published, a comparable commercial rate specified by the Landlord (acting reasonably).
LPA 1925	Law of Property Act 1925.
LTA 1954	Landlord and Tenant Act 1954.
LTCA 1995	Landlord and Tenant (Covenants) Act 1995.
Officer Commanding	means the military officer commanding the Establishment or such other person as the Landlord may from time to time appoint to manage the Establishment.
Permitted Use	Within use class F2 of the Town and Country Planning (Use Classes) Order 1987 as at the date of the lease.
Permitted Assignee	Means: a) At least two but no more than four individual trustees of The Group from time to time;

	b) At least two but no more than four individual trustees of a group formed or recognised by the Scout Association in accordance with the policies, organisation and rules from time to time.
Property	the property described in Schedule 1.
Property Plan	the plan annexed to this lease at Appendix A and marked "Property Plan".
Rates and Taxes	all present and future rates, taxes and other impositions and outgoings payable in respect of the Property, its use and any works carried out there (or a fair proportion of the total cost of those rates, taxes, impositions and outgoings if any are payable in respect of the Property together with any other property) but excluding any taxes: (a) payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; or (b) (except VAT (Value Added Tax)) payable by the Landlord by reason of the receipt of any of the Rents due under this lease.
Recommendation Report	a report as defined in regulation 4 of the EPC Regulations.
Rents	the rents set out in clause 2.2.
Rent Commencement Date	1 May 2022
Rent Payment Date	1 st May each year
Review Date	1 st May 2028, 1 st May 2035
Reservations	the rights excepted and reserved in Schedule 2.
Service Media	all media for the supply or removal of Utilities and all structures, machinery and equipment ancillary to those media.
Sewer Network	the surface and foul sewers both in and under the Establishment which serve the Property
Surface Water Drains	the surface water drains which do not exceed 4 inches in diameter and the Soakaway both in and under the Establishment which serve the Property
Signs	signs, fascia, awnings, placards, boards, posters and advertisements.

Term	the Contractual Term.
Termination Date	the date on which the Term ends (however it ends).
Third Party Rights	the matters set out in Schedule 4.
Utilities	electricity, gas, water, sewage, air-conditioning, heating, energy, telecommunications, data and all other services and utilities.
Utility Costs	all costs in connection with the supply or removal of Utilities to or from the Property (or a fair proportion of the total cost if any of those costs are payable in respect of the Property together with any other property).
VAT	value added tax chargeable in the UK.

- 1.2 A reference to this **lease**, except a reference to the date of this lease or to the grant of this lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental or collateral to it.
- 1.3 The Schedules form part of this lease and shall have effect as if set out in full in the body of this lease. Any reference to **this lease** includes the Schedules.
- 1.4 Unless the context otherwise requires, references to clauses, Schedules and Annexes are to the clauses, Schedules and Annexes of this lease and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.5 Clause, Schedule and paragraph headings shall not affect the interpretation of this lease.
- 1.6 In relation to any payment, a reference to a **fair proportion** is to a fair proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord.
- 1.7 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.8 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.9 The expressions **authorised guarantee agreement**, **landlord covenant** and **tenant covenant** each has the meaning given to it by the LTCA 1995.
- 1.10 Any obligation on the Tenant not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.11 Unless the context otherwise requires, references to the **Property** are to the whole and any part of it.
- 1.12 Unless the context otherwise requires, any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as

illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

- 1.13 A reference to **writing** or **written** excludes fax and email.
- 1.14 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
- 1.15 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.16 Unless expressly provided otherwise in this lease, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.17 Unless expressly provided otherwise in this lease, a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.18 If any provision or part-provision of this lease is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this lease.

2 Grant

- 2.1 The Landlord lets the Property to the Tenant:
 - 2.1.1 for the Contractual Term;
 - 2.1.2 with limited title guarantee;
 - 2.1.3 excepting and reserving the Reservations; and
 - 2.1.4 subject to the Third-Party Rights.
- 2.2 The grant in clause 2.1 is made with the Tenant paying as rent to the Landlord:
 - 2.2.1 the Annual Rent;
 - 2.2.2 all interest payable under this lease; and
 - 2.2.3 all other sums payable under this lease; and
 - 2.2.4 all VAT chargeable on the other rents set out in this clause 2.2.

3 Tenant covenants

The Tenant covenants with the Landlord to observe and perform the tenant covenants of this lease during the Term or (if earlier) until the Tenant is released from the tenant covenants of this lease by virtue of the LTCA 1995.

4 Payment of Annual Rent and Backdated Rent

- 4.1 The Tenant must pay the Annual Rent in advance on or before 1st May of each year.



- 4.2 The first instalment of Annual Rent shall be the proportion of the Annual Rent calculated on a daily basis for the period from and including 1st May 2022 to and including 30th April 2026.
- 4.3 On the date of this Lease, the Tenant shall pay the Backdated Rent to the Landlord in relation to the Tenant's previous occupation of the Property prior to the contractual term.

5 Payment method

- 5.1 The Tenant must pay the Annual Rent and all other sums payable under this lease by:
- 5.1.1 electronic means from an account held in the name of the Tenant to the account notified from time to time to the Tenant by the Landlord; or
- 5.1.2 any other method that the Landlord reasonably requires from time to time and notifies to the Tenant.

6 No set-off

The Tenant must pay the Annual Rent and all other sums payable under this lease in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7 Interest

- 7.1 If any of the Annual Rent or any other sum payable by the Tenant under this lease has not been paid within five working days of its due date (whether it has been formally demanded or not), the Tenant must pay to the Landlord interest on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on that amount on a daily basis for the period beginning on and including its due date to and including the date of payment.
- 7.2 If the Landlord does not demand or accept any of the Annual Rent or any other sum due from, or tendered by, the Tenant under this lease because the Landlord reasonably believes that the Tenant is in breach of any of the tenant covenants of this lease, then, when that amount is accepted by the Landlord, the Tenant must pay to the Landlord interest on that amount at the Interest Rate. Such interest shall accrue on that amount on a daily basis for the period beginning on and including its due date to and including the date it is accepted by the Landlord.

8 Rates and Taxes

- 8.1 The Tenant must pay all Rates and Taxes.
- 8.2 The Tenant must not make any proposal to alter the rateable value of the Property (or that value as it appears on any draft rating list) without the approval of the Landlord.

9 Utilities

- 9.1 The Tenant must pay all Utility Costs.
- 9.2 The Tenant must comply with all laws and with any recommendations of the relevant suppliers relating to the supply and removal of Utilities to or from the Property.

10 Common items

The Tenant must pay to the Landlord on demand a fair proportion of all costs payable by the Landlord for the maintenance, repair, lighting, cleaning and renewal of all Service Media, structures and other items not on or in the Property but used or capable of being used by the Property in common with other land.

11 Costs

11.1 The Tenant must pay on demand and on a full indemnity basis the costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses (whether incurred before or after the Termination Date) in connection with, or in contemplation of, any of the following:

- 11.1.1 the enforcement of the tenant covenants of this lease;
- 11.1.2 serving any notice or taking any proceedings in connection with this lease under section 146 or 147 of the LPA 1925 (notwithstanding that forfeiture is avoided otherwise than by relief granted by the court);
- 11.1.3 serving any notice in connection with this lease under section 17 of the LTCA 1995;
- 11.1.4 the preparation and service of a schedule of dilapidations in connection with this lease provided that that schedule is served on or before the date which is six months from and including the Termination Date;
- 11.1.5 this lease, whether or not it is granted (unless the consent or approval is unreasonably withheld by the Landlord);
- 11.1.6 any consent or approval applied for under this lease, whether or not it is granted (unless the consent or approval is unreasonably withheld by the Landlord).

12 Insurance

12.1 The Landlord shall not be obliged to insure the Property or the Buildings.

12.2 The Tenant shall effect insurance with a reputable insurance company against:

- 12.2.1 third party public and occupier's liability risks in respect of the Property, the Buildings and all contents of the Buildings on such terms and for a sum of not less than Five Million Pounds (£5,000,000) per claim or such other reasonable sum as may be required by the Landlord; and
- 12.2.2 the Insurable Risks for damage to the Buildings for their full replacement and/or reinstatement value

12.3 If the Buildings are destroyed or damaged by an Insurable Risk the Tenant will make and pursue a claim and will set out all insurance monies received in rebuilding, reinstating or replacing the Buildings.

12.4 If the Property is damaged or destroyed by an Insurable Risk so as to make the Property unfit for occupation and use then:



- 12.4.1 the Landlord may determine this lease by giving notice to the Tenant;
- 12.4.2 the Tenant may terminate this lease if the Landlord has not reinstated the Property within 12 months of the date of the destruction or damage.
- 12.5 If this lease is terminated pursuant to this clause, then the termination shall be without prejudice to any right or remedy of the Landlord in respect of any antecedent breach of the tenant covenants of this lease.
- 12.6 Nothing in this clause shall oblige the Landlord to repair the Buildings, the Property or the Establishment.

13 Prohibition of dealings

- 13.1 Except as expressly permitted by clause 13.2 and 13.3; the Tenant must not:
 - 13.1.1 assign, underlet, charge, part with or share possession or occupation of the whole or part of either this lease or the Property; or
 - 13.1.2 assign, part with or share any of the benefits or burdens of this lease, or in any interest derived from it, whether by a virtual assignment or other similar arrangement; or
 - 13.1.3 hold the lease on trust for any person (except pending registration of a dealing permitted by this lease at HM Land Registry or by reason only of joint legal ownership).;
 - 13.1.4 grant any right or licence over the Property in favour of any third party..
- 13.2 The Tenant may assign the Property to a Permitted Assignee without the need for the Landlord's prior consent PROVIDED THAT the Tenant serves notice of assignment on the Landlord within five working days of any such assignment taking place
- 13.3 The Tenant may from time to time share occupation of the Property with third parties by way of licence or hire agreement provided that:
 - 13.3.1 The Landlord's prior approval (not to be unreasonably withheld) is obtained in respect of:
 - a) the hours of use;
 - b) the proposed use;
 - c) the identity of the proposed licensee
 - 13.3.2 the licence is only granted for uses within the Permitted Use;
 - 13.3.3 no relationship of landlord and tenant is established by that arrangement.

14 Repair

- 14.1 The Tenant must:
- 14.1.1 keep the Property and the Buildings in good and substantial repair and condition;
 - 14.1.2 ensure that any Service Media forming part of the Property is kept in good working order;
 - 14.1.3 keep any landscaped areas free from weeds and rubbish and in a neat and tidy condition and properly landscaped and cultivated where applicable;
 - 14.1.4 keep the Property and the Buildings clean, tidy and clear of rubbish; and
 - 14.1.5 replace as soon as possible with glass of similar appearance and of similar or better quality any glass forming part of the Buildings that becomes cracked or broken.
- 14.2 The Tenant must remove all and any asbestos that is present in the Building within 18 months of the date of this lease to the reasonable satisfaction of the Landlord.

15 Alterations

- 15.1 Except as permitted by this clause 14.2, the Tenant must not make any:
- 15.1.1 alteration or addition to the Property; or
 - 15.1.2 opening in any boundary of the Property.
- 15.2 Any alterations permitted by this clause are subject to clause 15.7.
- 15.3 The Tenant has the right to erect a Building provided that all necessary planning consents and other consents have been obtained and Landlord's prior written consent has been obtained (such consent to the absolute discretion of the Landlord);
- 15.4 The Tenant may make structural works or internal alterations to the Buildings (excluding the construction of the Buildings) subject to the Landlord prior written approval (not to unreasonably withheld).
- 15.5 The Tenant may make internal non-structural alterations to the Buildings without Landlord's prior consent.
- 15.6 The Tenant may install any Service Media at the Property or alter the route of any Service Media at the Property with the consent of the Landlord (such consent not to be unreasonably withheld or delayed).
- 15.7 The Tenant must not carry out any alteration to the Property which would, or may reasonably be expected to, have an adverse effect on the asset rating in any Energy Performance Certificate for the Property
- 15.8 The Landlord may enter the Property to inspect its condition and may give the Tenant a notice of any breach of any of the tenant covenants in this lease relating to the condition of the Property. The Tenant shall carry out and complete any works needed to remedy that breach within the time reasonably required by the Landlord, in default of which the Landlord may enter the Property and carry out the works needed. The costs incurred by the Landlord in carrying out any works pursuant to this clause (and any



professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand.

16 Signs

- 16.1 Not to exhibit upon the property or on the exterior of any buildings for the time being thereon any advertisements signs posters or name plates whatsoever without the written consent of the Landlord.
- 16.2 During the last month of the tenancy hereby created to allow the Landlord or his agents to exhibit a letting board or bill on any part of the property and to permit the Property to be inspected at any time by prospective tenants.

17 Returning the Property to the Landlord

- 17.1 The Tenant must return the Property to the Landlord on the Termination Date with vacant possession and in the repair and condition required by this lease.
- 17.2 The Tenant must by the Termination Date where required by the Landlord:
- 17.2.1 remove:
- (a) any Buildings, structures or other erections situated on or at the Property;
 - (b) any tenant's fixtures from the Property;
 - (c) any alterations to the Property undertaken by or for any tenant, undertenant or occupier during or in anticipation of this lease; and
 - (d) any Signs erected by the Tenant at the Property; and
- 17.2.2 make good any damage caused to the Property by the removal of those items and alterations.
- 17.3 On or before the Termination Date, the Tenant must remove from the Property all chattels belonging to or used by it.
- 17.4 The Tenant:
- 17.4.1 irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels or items fixed to the Property by the Tenant and left by the Tenant for more than ten working days after the Termination Date; and
- 17.4.2 must indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

- 17.5 The Landlord shall not be liable to the Tenant by reason of that storage or disposal.

18 Use

- 18.1 The Tenant must not use the Property for any purpose other than the Permitted Use.
- 18.2 The Tenant must not:



- 18.2.1 use the Property for any illegal purposes nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Landlord or any property that neighbours the Property;
- 18.2.2 allow any noise, music, flashing lights, fumes or smells to emanate from the Property so as to cause a nuisance or annoyance to any property that neighbours the Property;
- 18.2.3 overload any part of the Property nor overload or block any Service Media at or serving the Property;
- 18.2.4 store, sell or display any offensive, dangerous, illegal, explosive or highly flammable items at the Property;
- 18.2.5 interfere with any Service Media at the Property;
- 18.2.6 keep any pets or any other animal, bird, fish, reptile or insect at the Property (except guide dogs or other animals used as aids provided, they are not kept at the Property overnight or left unattended); or
- 18.2.7 allow any person to sleep at or reside on the Property PROVIDED THAT the Tenant shall be permitted to hold sleepovers for scouts at the Property for no more than two consecutive nights on each such occasion (such use of the Property to be at the Tenant's risk).

19 Management of the Establishment

- 19.1 The Tenant shall ensure that at all times the Landlord has written notice of the names and addresses and telephone numbers of at least one authorised keyholder of the Property.
- 19.2 If in the reasonable opinion of the Landlord any electrical or other equipment or appliance used installed on or in the Property under the provisions of this lease might overload the electric or other wiring or cabling serving the Property or cause interference to any telecommunication system radio reception or transmission of or computer system installed by the Landlord or any other Minister of the Crown or Government Department forthwith to rectify or reduce such interference to the reasonable satisfaction of the Landlord or remove the equipment or appliance in question.
- 19.3 The Tenant shall erect and at all times during the Contractual Term maintain a concrete post and chain link fence not less than four feet six inches in height along all boundaries of the Property together with entrance gates therein of similar material and height.
- 19.4 The Tenant shall observe and comply with such byelaws regulations and instructions as may from time to time be made by the Landlord.

20 Allow entry

- 20.1 Subject to clause 20.2, the Tenant must allow all those entitled to exercise any right to enter the Property to enter the Property:
 - 20.1.1 except in the case of an emergency (when no notice shall be required), after having given reasonable notice (which need not be in writing) to the Tenant;

- 20.1.2 at any reasonable time (whether or not during usual business hours); and
 - 20.1.3 with their workers, contractors, agents and professional advisers.
- 20.2 The Tenant must allow any person authorised by the terms of a Third Party Right to enter the Property in accordance with that Third Party Right.
- 21 Compliance with laws**
 - 21.1 The Tenant must comply with all laws and by-laws relating to:
 - 21.1.1 the Property and the occupation and use of the Property by the Tenant;
 - 21.1.2 the use or operation of all Service Media and any other machinery and equipment at or serving the Property whether or not used or operated;
 - 21.1.3 any works carried out at the Property; and
 - 21.1.4 all materials kept at or disposed of from the Property.
 - 21.2 Within five working days of receipt of any notice or other communication affecting the Property (and whether or not served pursuant to any law) the Tenant must:
 - 21.2.1 send a copy of the relevant document to the Landlord; and
 - 21.2.2 take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may require.
 - 21.3 The Tenant must not:
 - 21.3.1 apply for any planning permission for the Property without the Landlord's consent (such consent not to be unreasonably withheld where the application relates to works or a change of use permitted under this lease); or
 - 21.3.2 implement any planning permission for the Property without the Landlord's consent (such consent not to be unreasonably withheld).
 - 21.4 Unless the Landlord otherwise notifies the Tenant, before the Termination Date the Tenant must carry out and complete any works stipulated to be carried out to the Property (whether before or after the Termination Date) as a condition of any planning permission for the Property that is implemented before the Termination Date by the Tenant, any undertenant or any other occupier of the Property.
 - 21.5 The Tenant must:
 - 21.5.1 comply with its obligations under the CDM Regulations;
 - 21.5.2 maintain the health and safety file for the Property in accordance with the CDM Regulations;
 - 21.5.3 give that health and safety file to the Landlord at the Termination Date;



- 21.5.4 procure, and give to the Landlord at the Termination Date, irrevocable, non-exclusive, non-terminable, royalty-free licence(s) for the Landlord to copy and make full use of that health and safety file for any purpose relating to the Property. Those licence(s) must carry the right to grant sub-licences and be transferable to third parties without the consent of the grantor; and
- 21.5.5 supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations.
- 21.6 As soon as the Tenant becomes aware of any defect in the Property, the Tenant must give the Landlord notice of it.
- 21.7 The Tenant must indemnify the Landlord against any liability under the Defective Premises Act 1972 in relation to the Property by reason of any failure of the Tenant to comply with any of the tenant covenants in this lease.
- 21.8 The Tenant must keep:
 - 21.8.1 the Property equipped with all fire prevention, detection and fighting machinery and equipment and fire alarms which are required under all relevant laws or required by the insurers of the Property [or recommended by them] or reasonably required by the Landlord; and
 - 21.8.2 that machinery, equipment and alarms properly maintained and available for inspection.

22 Energy Performance Certificates

- 22.1 The Tenant must:
 - 22.1.1 co-operate with the Landlord as far as is reasonably necessary to allow the Landlord to obtain an Energy Performance Certificate and Recommendation Report for the Property [including providing the Landlord with copies of any plans or other information held by the Tenant that would assist in obtaining an Energy Performance Certificate and Recommendation Report]; and
 - 22.1.2 allow such access to any Energy Assessor appointed by the Landlord as is reasonably necessary to inspect the Property for the purposes of preparing an Energy Performance Certificate and Recommendation Report for the Property.
- 22.2 The Tenant must not commission an Energy Performance Certificate for the Property unless required to do so by the EPC Regulations.
- 22.3 Where the Tenant is required by the EPC Regulations to commission an Energy Performance Certificate for the Property, the Tenant must at the request of the Landlord either:
 - 22.3.1 commission an Energy Performance Certificate from an Energy Assessor approved by the Landlord; or
 - 22.3.2 pay the costs of the Landlord of commissioning an Energy Performance Certificate for the Property.



- 22.4 The Tenant must deliver to the Landlord a copy of any Energy Performance Certificate and Recommendation Report for the Property that is obtained or commissioned by the Tenant or any other occupier of the Property.

23 Third Party Rights

- 23.1 The Tenant must:

23.1.1 comply with the obligations on the Landlord relating to the Third-Party Rights to the extent that those obligations relate to the Property; and

23.1.2 not do anything that may interfere with any Third Party Right.

24 Indemnity

- 24.1 The Tenant must keep the Landlord indemnified against all liabilities, expenses, costs (including, but not limited to, any solicitors' or other professionals' costs and expenses), claims, damages and losses (including, but not limited to, any diminution in the value of the Landlord's interest in the Property and loss of amenity of the Property) suffered or incurred by the Landlord arising out of or in connection with:

24.1.1 any breach of any tenant covenants in this lease;

24.1.2 any use or occupation of the Property or the carrying out of any works permitted or required to be carried out under this lease; or

24.1.3 any act or omission of the Tenant or any person on the Property with the Tenant's express or implied authority.

25 Landlord covenants

The Landlord covenants with the Tenant to observe and perform the landlord covenants of this lease during the Term.

26 Quiet enjoyment

The Landlord covenants with the Tenant that the Tenant shall have quiet enjoyment of the Property without any interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this lease.

27 Re-entry and forfeiture

- 27.1 The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any of the following occurs:

27.1.1 the whole or any part of the Rents is unpaid 21 days after becoming payable (whether it has been formally demanded or not); or

27.1.2 any breach of any condition of, or tenant covenant in, this lease.

- 27.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause, this lease shall immediately end but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant by the Tenant or any guarantor.

28 Section 62 of the LPA 1925

The grant of this lease does not create by implication any easements or other rights for the benefit of the Property or the Tenant and the operation of section 62 of the LPA 1925 is excluded.

29 Exclusion of sections 24 to 28 of the LTA 1954

29.1 The parties:

29.1.1 confirm that:

- (a) the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy created by this lease, before this lease was entered into;
- (b) Simon Michael Lovell-Smith who was duly authorised by the Tenant to do so made a statutory declaration dated [7 August] in accordance with the requirements of section 38A(3)(b) of the LTA 1954; 2025
- (c) Paul David Chapman who was duly authorised by the Tenant to do so made a statutory declaration dated [7 August] in accordance with the requirements of section 38A(3)(b) of the LTA 1954; 2025
- (d) Adam Ernest Shellard-Dedman who was duly authorised by the Tenant to do so made a statutory declaration dated [7 August] in accordance with the requirements of section 38A(3)(b) of the LTA 1954; 2025
- (e) Christopher Richard Bean who was duly authorised by the Tenant to do so made a statutory declaration dated [7 August] in accordance with the requirements of section 38A(3)(b) of the LTA 1954; 2025

29.1.2 agree that the provisions of sections 24 to 28 of the LTA 1954 are excluded in relation to the tenancy created by this lease.

30 Termination

30.1 The Landlord may determine this Lease at any time by giving to the Tenant not less than one month's previous notice in writing in the event of a certificate having been granted in accordance with the provisions of Section 57 of the Landlord and Tenant Act 1954 or any statutory modification or re-enactment thereof for the time being in force and upon the expiration of any such notice this Lease shall determine but without prejudice to any right or remedy which either of the parties hereto may have in respect of any antecedent breach of any of the covenants and conditions contained in this Lease.

30.2 It shall be lawful for the Landlord to determine the whole or part of this Lease and to resume possession of the whole or part of the Property at any time on the giving of a certificate pursuant to Section 58(1) of the Landlord and Tenant Act 1954 that for reasons of national security it is necessary that the use or occupation of the Property should be discontinued or changed with immediate effect to quit given in writing by the Landlord PROVIDED THAT the notice contains a copy of such certificate and upon the expiration of such notice this Lease shall determine but without prejudice to any right or remedy which either of the parties hereto may have in respect of any antecedent breach of any of the covenants or conditions contained in this Lease.

31 Notices

- 31.1 Except where this lease specifically states that a notice need not be in writing, any notice given under or in connection with this lease shall be in writing and given:
- 31.1.1 by hand:
- (a) if the party is a company incorporated in the United Kingdom, at that party's registered office address;
 - (b) if the party is a company not incorporated in the United Kingdom, at that party's principal place of business in the United Kingdom; or
 - (c) in any other case, at that party's last known place of abode or business in the United Kingdom; or
- 31.1.2 by pre-paid first-class post or other next working day delivery service:
- (a) if the party is a company incorporated in the United Kingdom, at that party's registered office address;
 - (b) if the party is a company not incorporated in the United Kingdom, at that party's principal place of business in the United Kingdom; or
 - (c) in any other case, at that party's last known place of abode or business in the United Kingdom.
- 31.2 If a notice complies with the criteria in clause 31.1, whether or not this lease requires that notice to be in writing, it shall be deemed to have been received if:
- 31.2.1 delivered by hand, at the time the notice is left at the proper address; or
- 31.2.2 sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting.
- 31.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

32 Costs

The Tenant shall pay the Landlord's legal fees incurred in connection with the grant of this lease in the sum of £2,000 plus VAT and disbursements plus surveyor's fees in the sum of £250 plus VAT.

33 VAT

- 33.1 All sums payable by either party under or in connection with this lease are exclusive of any VAT that may be chargeable.
- 33.2 A party to this lease must pay VAT in respect of all taxable supplies made to that party in connection with this lease on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.

33.3 Every obligation on either party, under or in connection with this lease, to pay any sum by way of a refund or indemnity, includes an obligation to pay an amount equal to any VAT incurred on that sum by the receiving party (except to the extent that the receiving party obtains credit for such VAT).

33.4 The Tenant warrants that it does not intend or expect that the Property will become exempt land (within paragraph 12 of Schedule 10 to the Value Added Tax Act 1994) and that the purposes for which the Property are or are to be used will not affect the application or effect of any option to tax made by the Landlord in respect of the Property.

34 Entire agreement

34.1 This lease constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.

34.2 Each party acknowledges that in entering into this lease it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently).

34.3 Nothing in this lease constitutes or shall constitute a representation or warranty that the Property may lawfully be used for any purpose allowed by this lease.

35 No restriction

It shall be lawful for the Landlord or his tenants at any time during the continuance of the tenancy hereby created to build upon or otherwise use the adjoining or any adjacent land of the Landlord in any way he may think fit whether or not the access of light or air to any building for the time being on the property shall be thereby obstructed interfered with or destroyed.

36 Contracts (Rights of Third Parties) Act 1999

This lease does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this lease.

37 Governing Law

This lease and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

38 Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this lease or its subject matter or formation.

39 Crown Privilege

Nothing herein contained shall be construed or be deemed to have effect so as to in any way to restrict or otherwise prejudicially affect any Crown privilege or exemption enjoyed by the Landlord.

40 Crown Immunity

The Tenant shall not have or make any claim against the Crown or the Landlord in respect of loss of or damage to the Property which may be suffered by the Tenant in the exercise of the Permitted Use or any rights granted by this lease whatever the cause of such loss damage or injury may be and whether or not the same shall have been caused by negligent act omission or default on the part of the Landlord or any officer servant or agent of the Crown.

41 Charities Act

41.1 The Property will, as a result of this Lease, be held in trust for Group a non-exempt charity, and the restrictions on disposition imposed by sections 117 to 121 of the Charities Act 2011 will apply to the Property (subject to section 117(3) of that Act).

41.2 The parties to this lease apply to enter the following standard form of restriction against the title of the Property:

"No disposition by the proprietor of the registered estate to which sections 117 to 121 or section 124 of the Charities Act 2011 applies is to be registered unless the instrument contains a certificate complying with section 122(3) or section 125(2) of that Act, as appropriate."

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1

Property

all that piece or parcel of land outside the wire on London Road, Camberley as shown edged red on the Property Plan **together** with all Service Media located in, on, over or under the Property (but excluding any Aquatrane Assets).

- 1 all Service Media located in, on, over or under the Property (but excluding any Aquatrane Assets).

Schedule 2

Rights granted to the Tenant

- 1 In common with the Landlord and any other person authorised by the Landlord, the Landlord grants to the Tenant the following easements (for the benefit of the Property) and the following other rights:
 - 1.1 the right to use, inspect, maintain, repair and connect into the Surface Water Drains at the Establishment that belong to the Landlord and serve (but do not form part of) the Property which are in existence at the date of this lease;
 - 1.2 the right to use and to connect into the Sewer Network at the Establishment that belong to the Landlord and serve (but do not form part of) the Property which are in existence at the date of this lease;
 - 1.3 the right to access the Property by vehicle or on foot only through such access route as may be designated and varied from time to time by the Officer Commanding or the Landlord; and
 - 1.4 the right of support and protection from those parts of the Establishment that afford support and protection for the Property at the date of this lease and to the extent that such support and protection exists at the date of this lease; and
 - 1.5 the right to enter any part of the Establishment that adjoins the Property so far as is reasonably necessary to carry out any works to the Property required or permitted by this lease provided prior consent is obtained from the Landlord.
- 2 The Tenant shall exercise the Rights:
 - 2.1 only in connection with its use of the Property for the Permitted Use and only during the Permitted Hours and in a manner that is consistent with its obligations in clause 10.3;
 - 2.2 in accordance with any regulations made by the Landlord as mentioned in clause 10.6 and clause 11.3; and
 - 2.3 in accordance with all relevant laws.
- 3 Except as mentioned in this clause 3 neither the grant of this lease nor anything in it confers any right over the Common Parts or any other part of the Establishment or any other property or is to be taken to show that the Tenant may have any right over the



Common Parts or any other part of the Establishment or any other property, and section 62 of the LPA 1925 does not apply to this lease.

- 4 Within one month after the end of the Term (and notwithstanding that the Term has ended), the Tenant shall make an application to remove all entries on the Landlord's title relating to the easements granted by this lease and shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly; the Tenant shall keep the Landlord informed of the progress and completion of its application.

Schedule 3

Reservations

- 1 Subject to Paragraph 2 and Paragraph 3 of this Schedule, the Landlord excepts and reserves from this lease the following easements (for the benefit of the Landlord's Neighbouring Property) and the following other rights:
- 2 the right to use all Service Media now existing on in or under any part of the Property or in any Building thereon and used for the benefit of any adjoining property of the Landlord and also the right to lay construct replace maintain and use in on or under the Property and the buildings thereon additional drains pipes cables and other services for the use of such adjoining property with the right to enter upon the Property and the said Buildings and to excavate therein or thereunder for any purposes aforesaid the Landlord making good any damage thereby caused to the surface of the Property or to the said Buildings
- 3 rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the Term;
- 4 the right to enter the Property for any purpose mentioned in this lease or connected with it or with the Landlord's interest in the Establishment or any other property or to carry out any works to any other part of the Establishment, at any reasonable time and, except in the case of an emergency, after having given reasonable notice (which need not be in writing) to the Tenant;
- 5 The right at all times to enter the Premises to enforce any byelaws or to take such steps as are reasonably necessary to protect any rights reserved to the Landlord or to ensure the safety and security of the Landlord's land or any adjoining and neighbouring property exercising such right so far as possible in such a manner as shall not interfere with the Tenant's quiet enjoyment of the Property the Landlord causing as little damage and disturbance as possible and making good all damage actually caused to the Property and Buildings by the exercise of such right as soon as reasonably possible;
- 6 at any time during the Term, the full and free right to build into any boundary of the Property, and to develop the Establishment and any neighbouring or adjoining property whether or not such land is owned by the Landlord, as the Landlord may think fit;
- 7 the right to carry out military activities from the Establishment notwithstanding any potential nuisance caused to the Tenant;
- 8 the right to erect scaffolding at the Property in connection with any works referred to above;
- 9 the right to enter onto the Property to take security measures for the benefit of the Property and the Establishment;

10 the right to re-route the Tenant's access route the Property as the Landlord sees fit;

to develop the remainder of the Property and/or the Establishment in any way the Landlord sees fit.

11 No party exercising any of the Reservations, nor its workers, contractors, agents and professional advisers, shall be liable to the Tenant or to any undertenant or other occupier of or person at the Property for any loss, damage, injury, nuisance or inconvenience arising by reason of its exercising any of the Reservations except for physical damage to the Property or any Buildings on the Property.

Schedule 4

Third Party Rights

All easements and other rights, covenants and restrictions affecting the Property as at the date of this lease.

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be a combination of letters, possibly 'JS' or 'JSK'.

Schedule 5

Rent Review

1. Defined terms

1.1 This **Schedule 5** uses the following definitions:

“Base Figure”

- (a) on the first Review Date the index figure is for March 2022;
- (a) on the second Review Date the index figure is for March 2028

“Current Figure”

the Index figure for the two months preceding the Review Date; and

“Index”

the “all items” figure of the Index of Retail Prices published by the Office for National Statistics or any successor Ministry, Department or Government Agency.

2. Rent Review

2.1 On each Review Date, the Annual Rent is to be reviewed to the higher of:

- 2.1.1 the Annual Rent immediately before that Review Date; and
- 2.1.2 the revised Annual Rent (rounded up to the nearest £10) calculated in accordance with the following formula:

$$R = A \times \frac{C}{B}$$

Where:

R is the revised Annual Rent;

A is the Annual Rent immediately before that Review Date;

C is the Current Figure; and

B is the Base Figure.

3. Notice of Annual Rent

3.1 If the Annual Rent is increased, the Landlord must notify the Tenant as soon as possible after the Review Date.

4. Effect of delay in notifying the revised rent

4.1 Following any Review Date until the Landlord has notified the Tenant of the revised Annual Rent:

- 4.1.1 the Annual Rent reserved by this Lease immediately before that Review Date will continue to be payable until the revised Annual Rent has been notified to the Tenant;
- 4.1.2 following the notification of the revised Annual Rent, the Landlord will demand the difference (if any) between the amount the Tenant has actually paid and



the amount that would have been payable had the revised Annual Rent been notified before the Review Date; and

- 4.1.3 the Tenant must pay that difference to the Landlord within 10 Business Days after that demand and interest at three per cent below the Interest Rate calculated on a daily basis on each instalment of that difference from the date on which such instalment would have become payable to the date of payment. If not paid such sums will be treated as rent in arrear.

5. **Changes in the Index**

- 5.1 If the Index is no longer published or if there is any material change in the way it is compiled or the date from which it commences then a new arrangement for indexation or a rebasing (the "Revised Indexation") will be substituted for the calculation of the Annual Rent to reflect increases in the cost of living on a similar basis to that originally set out in this Lease.

- 5.2 If the parties are unable to agree a basis for the Revised Indexation then, if either party requests it, the parties must make a joint application to the President of the Institute of Chartered Accountants in England and Wales to appoint an arbitrator to do so. The parties must accept the identity of the nominated arbitrator and jointly appoint them to conduct the arbitration. The arbitration must be conducted in accordance with the Arbitration Act 1996.

6. **Time not of the essence**

For the purpose of this **Schedule 5** time is not of the essence.



The Corporate Seal of the
SECRETARY OF STATE FOR DEFENCE
hereunto affixed is authenticated by

)
)
)



.....
Authorised Signatory

A stylized handwritten signature in blue ink, consisting of several loops and a long horizontal stroke.

ANTHONY JOHN BISHOP
G7 - ASSISTANT HEAD OF ESTATES

SEAL NO: 37401
MINISTRY OF DEFENCE
DEFENCE INFRASTRUCTURE ORGANISATION
ANDOVER SP11 5HJ

A small, stylized handwritten mark or signature in blue ink, located in the bottom right corner of the page.

Executed as a deed by Simon Lovell-Smith

In the presence of:
Witness signature
Witness name
Witness address

Executed as a deed by Paul Chapman

In the presence of:
Witness signature
Witness name
Witness address

Executed as a deed by Adam Shellard-Dedman

In the presence of:
Witness signature
Witness name
Witness address

Executed as a deed by Chris Bean

In the presence of:
Witness signature
Witness name
Witness address



Appendix A

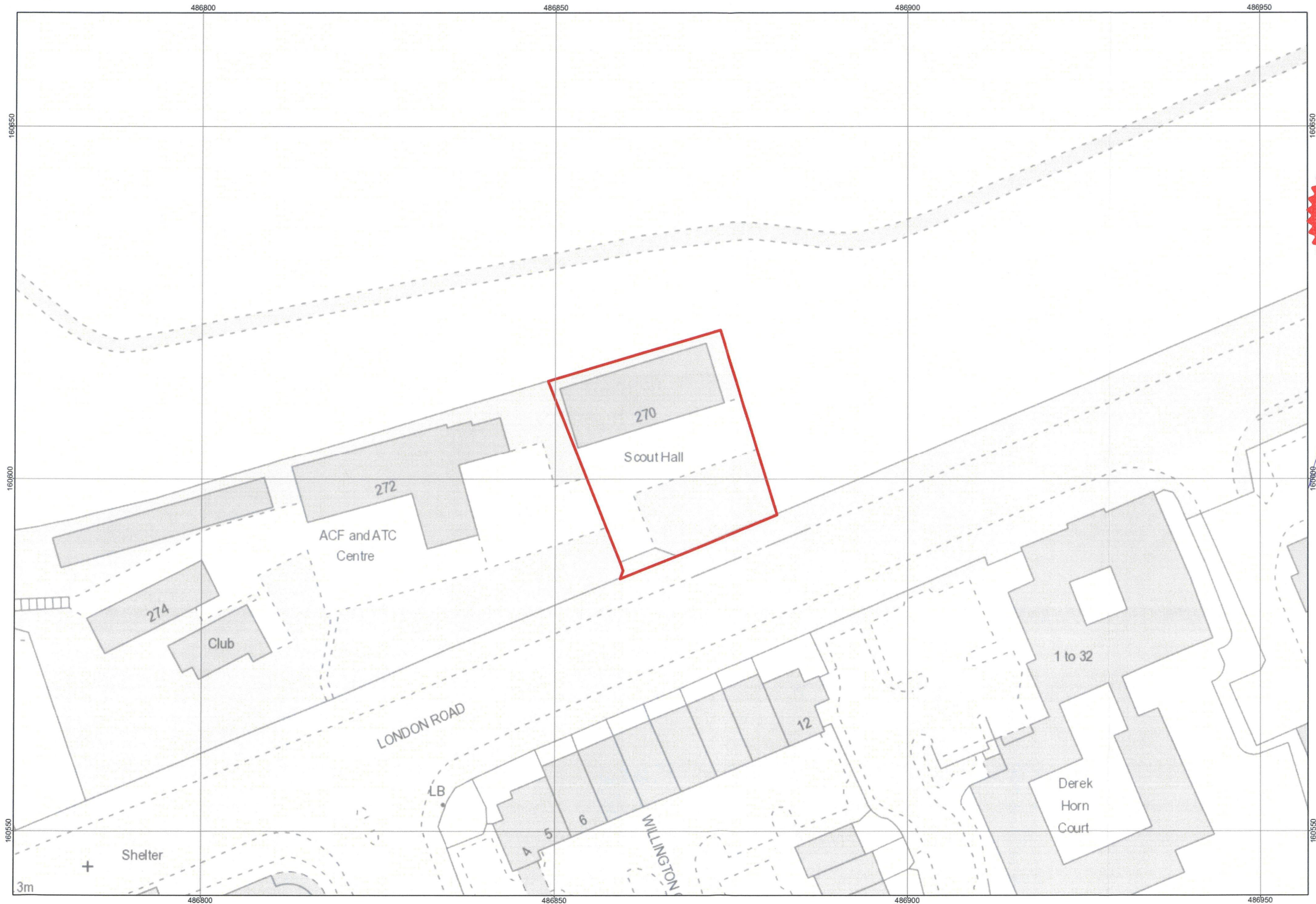
Property Plan





Defence
Infrastructure
Organisation

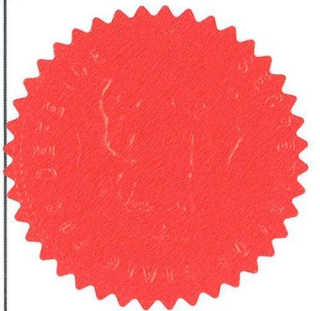
CAMBERLEY, SURREY
SCOUT HUT, 270 LONDON ROAD, CAMBERLEY, GU15 3JP



KEY

 Demised Area -
0.070 Ha

SEAL NO: 37401
MINISTRY OF DEFENCE
DEFENCE INFRASTRUCTURE ORGANISATION
ANDOVER SP11 5HJ



ANTHONY JOHN BISHOP
G7 - ASSISTANT HEAD OF ESTATES