

DATED 25th March 1993

THE MAYOR AND BURGESSES OF  
THE LONDON BOROUGH OF NEWHAM

- to -

TRUSTEES OF THE  
WEST HAM UNITED SUPPORTERS CLUB

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COUNTERPART  
LEASE

- of -

Land in Castle Street East Ham in  
the London Borough of Newham

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**THIS LEASE** made the 25<sup>th</sup> day of March One thousand  
nine hundred and ninety three **B E T W E E N THE MAYOR AND**  
**BURGESSES OF THE LONDON BOROUGH OF NEWHAM** (hereinafter

called "the Corporation" which expression shall where the context so admits include  
the reversioner for the time being immediately expectant upon the term hereby  
created) of the one part and [redacted] of [redacted]

[redacted]

[redacted] of [redacted]  
[redacted] of [redacted]

[redacted] c/o West Ham F.C. Boleyn Ground Green Street  
London E13 [redacted] c/o West Ham F.C. Boleyn Ground Green Street

London E13 (hereinafter called "the Lessee" which expression shall where the  
context so admits include their successors in title) being the Trustees for the time  
being of the West Ham United Supporters Club of the other part

**W I T N E S S E T H** as follows:-

1. **IN CONSIDERATION** of the sum of **THIRTY THOUSAND POUNDS** (£30,000) paid by the Lessee to the Corporation (the receipt whereof the Corporation hereby acknowledges) and of the rent and covenants on the part of the Lessee hereinafter reserved and contained the Corporation hereby demises unto the Lessee **ALL THAT** piece or parcel of land having a frontage to Castle Street East Ham in the London Borough of Newham together with the buildings erected thereon as the same are more particularly delineated on the plan annexed hereto and thereon coloured pink (hereinafter referred to as "the demised premises") **EXCEPT AND RESERVED** as in Clause 2 hereinafter referred **TO HOLD** the same unto the Lessee for a term of **NINETY-NINE YEARS** from the 25<sup>th</sup> day of

G36

March One thousand nine hundred and ninety three **YIELDING AND PAYING** therefor yearly and proportionately for any part of a year the rent of **FIVE PENCE** (if demanded):-

2. **THERE IS EXCEPTED AND ALWAYS RESERVED OUT OF THIS DEMISE**

(1) The free passage and running of water soil gas electricity and other services as now or hereafter to be used and enjoyed from or to other buildings and land of the Corporation and their successors in title through the mains pipes sewers drains channels and cables in or under the demised premises **TOGETHER** with the right to lay construct and maintain or permit to be laid constructed and maintained in or under such part of the demised premises as shall not be built upon such further mains pipes sewers drains channels cables manholes stopcocks inspection chambers and similar apparatus as may in the opinion of the Director of Technical Services for the time being of the Corporation (hereinafter called "the Director") be necessary during the said term **AND TOGETHER ALSO** with the full right for the Corporation and their Agents and all other persons lawfully authorised with or without workmen and others at all reasonable times to enter upon the demised premises or any part thereof with or without vehicles for the purpose of laying constructing inspecting maintaining repairing and renewing any main pipe sewer drain channel manhole stopcock cable inspection chamber or similar apparatus the Corporation or such other persons as aforesaid makes good all damage caused to the demised premises by reason of the carrying out of any such works

(2) The full right and liberty for the Corporation at any time hereafter and from time to time to execute works and erections or to alter and rebuild any of the buildings from time to time erected on their adjoining and neighbouring lands in

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such manner as they may think fit notwithstanding that interference may thereby be caused to the access of light and air to the demised premises

(3) **THE LESSEE HEREBY COVENANTS WITH THE CORPORATION** as follows:-

(1) To pay all existing and future rates taxes assessments and outgoings now or hereafter imposed or charged upon the demised premises or any part thereof or upon the owner or occupier in respect thereof

(2) To insure and keep insured the demised premises in the joint names of the Corporation and the Lessee from loss or damage by fire storm tempest explosion and destruction or damage by aircraft or articles dropped therefrom including two years loss of rent of the demised premises and Architects and Surveyors fees with the Municipal Mutual Insurance Limited in such sums as may be required from time to time by the Director and to make all payments necessary for the above purpose within seven days after the same shall respectively become due and to produce to the Corporation or their agents on demand the policy of such insurance and the receipt for each such payment and as often as the demised premises or any part thereof shall be destroyed through any of the causes specified the Lessee shall pay all monies received under the policy into a joint account at a bank to be nominated by the Corporation and shall without delay rebuild and reinstate the same to the reasonable satisfaction of the Director in accordance with plans and elevations reasonably approved by the Corporation it being hereby agreed that all monies received by virtue of any such Insurance as aforesaid shall be applied in so far as the same shall extend in rebuilding and reinstating the demised premises and in case the same shall be insufficient for that purpose then the Lessee shall make

up the deficiency out of the Lessees own monies Provided Always that if the Lessee shall at any time fail to keep insured the demised premises as aforesaid the Corporation may do all things necessary to effect and maintain such insurance and any money expended by the Corporation for that purpose shall be repayable by the Lessee on demand and it may be recovered by action forthwith

(3) To maintain to the satisfaction of the Director walls or fences of a height and design to be approved by the Director on all the boundaries of the demised premises together with access gates on the boundary of the land fronting Castle Street aforesaid

(4) Well and substantially to repair and keep in repair the demised premises and any building and erections which at any time during the said term may be erected and built upon any part of the demised premises (including sewers and drains not repairable by the inhabitants at large) and to afford to the Corporation at all times during the continuance of this Lease a full and sufficient indemnity against all damages costs claims and demands which the Corporation may be called upon to pay in connection with any defective condition of the demised premises or any such buildings and erections or any part or parts thereof

(5) To ensure that at all times the Lessee's use of the demised premises and the loading and unloading of vehicles is confined exclusively within the curtilage of the demised premises and that access to the demised premises is obtained only from Castle Street.

(6) To obtain the necessary licence for the demised premises for the sale of spirits and alcoholic drinks and to make provision for the safe keeping of

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(7) Not at any time during the continuance of this Lease to erect make or maintain or suffer to be erected made or maintained on the demised premises or any part thereof any buildings or erections whether of a permanent or temporary nature nor any additions or alterations thereto except in accordance with plans elevations and specifications previously submitted to and approved by the Corporation as Landlords in compliance with the provisions contained in its Local Acts and Building Regulations and in the Town and Country Planning Acts

(8) Once in every third year and in the last year of the said term to paint with two coats of paint or other suitable material and in a workmanlike manner all the external wood and iron works and parts usually painted of the demised premises and of all other buildings and erections for the time being upon the demised premises and at the same time to whitewash and tar all such external parts of the demised premises as are usually so treated and once in every subsequent seventh year of the said term to paint grain paper and varnish in like manner all the inside parts of the demised premises and all other buildings and erections usually so treated for the time being upon the demised premises

(9) At the end or sooner determination of the said term peaceably to surrender up to the Corporation the demised premises together with all buildings and erections thereon well and substantially repaired painted and decorated in accordance with the covenants herein contained and together with all landlords fixtures safe and underfaced and fit for use

- (10) Forthwith to notify the Corporation in writing of any notices served by any competent Authority and with all due speed to comply with such of the said notices as are effective and to keep the Corporation indemnified from and against all actions costs claims and liability in respect thereof
- (11) Not to do or permit anything in or upon the demised premises which may be or become a nuisance or annoyance or cause damage to the Corporation or the Lessees or Tenants of the Corporation or to the occupiers of any adjoining or neighbouring property and to indemnify the Corporation against all claims and demands in respect thereof including claims which may be made by the owners of adjoining or neighbouring land in respect of damage sustained to natural rights of access of light and air
- (12) Not to use the demised premises other than as a Social Club House
- (13) Not to underlet or (except by way of assignment in accordance with the following Clause) part with possession of the demised premises or any part thereof
- (14) Not to assign the demised premises or any part thereof without the written consent of the Corporation which consent shall not be unreasonably withheld and within one month of every assignment assent or transfer of or relating to the demised premises or any part thereof to give notice thereof in writing with particulars thereof to the Corporation and produce to them such assignment assent transfer or in the case of a devolution of the interest of the Lessee not perfected by an assent within Twelve months of the happening thereof to produce to the Corporation the

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Probate of the Will or the Letters of Administration under which such devolution arises and to pay a registration fee of such reasonable amount (being not less than Twenty pounds) as is from time to time charged by the Corporation in respect of each such assignment transfer assent or devolution

(15) To pay to the Corporation the cost of any damage to adjoining premises of the Corporation caused by the act neglect or default of the Lessee the agents or servants of the Lessee and to hold and keep the Corporation fully indemnified from and against all actions costs claims demands and liability whatsoever in respect of injury (including fatal injury) or damage to person or property due to or arising from the act neglect or default of the Lessee the agents or servants of the Lessee including (but without prejudice to the generality of the foregoing words) failure to comply with the Lessee's obligations under the terms of this Lease

(16) To permit the Corporation and their duly authorised agents with our without workmen and others at all reasonable times of the day to enter upon the demised premises and upon any buildings erected thereon to examine the condition of the same and to ascertain that there has been and is no breach or non-compliance by the Lessee of or with the several covenants on the part of the Lessee herein contained and further if the Corporation shall serve upon the Lessee notice in writing specifying the repairs and works necessary to be done by the Lessee in order to comply with the Lessee's covenants herein contained and the Lessee shall not within two months after the service of such notice proceed diligently with



the execution of such repairs and works to permit the Corporation or their duly authorised agents to enter upon the demised premises with or without workmen and others and execute such repairs the cost whereof shall be a debt due from the Lessee to the Corporation and be forthwith recoverable by action

(17) To permit the agents servants and workmen engaged or authorised by the Corporation and the Lessee or tenants of any adjoining or neighbouring premises and their respective duly authorised surveyors servants agents and workmen upon giving at least twenty four hours previous notice to enter and remain upon the demised premises or upon any addition thereto at all reasonable times so far as may be necessary or useful in order to examine repair or rebuild any adjoining or contiguous premises belonging to the Corporation or to cleanse empty or repair any of the sewers drains or gutters from the same or for any other reasonable purpose and also in case any dispute or controversy shall at any time arise between the Lessee and the tenant or occupiers of any adjoining or contiguous premises belonging to the Corporation relating to the said sewers drains or gutters or to any easements or privileges whatsoever affecting or relating to the demised premises or any adjoining or contiguous premises belonging to the Corporation to allow the same from time to time to be settled and determined by the Director in such manner as he shall direct in that behalf

(18) In all respects to comply with all obligations imposed by law in regard to the use for the time being carried on by the Lessee on the demised

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(19) To pay all expenses (including solicitors costs and surveyors fees) incurred by the Corporation incidental to the preparation and service of a Notice under Section 146 of the Law of Property Act 1925 notwithstanding forfeiture is avoided otherwise than by relief granted by the Court

(20) During the last six months of the said term whether the same shall expire by effluxion of time or by notice given in manner herein provided to permit the Corporation to affix to any part of the demises premises and retain without interference a Notice stating that the same are for sale or to let **AND** during the same period to permit all persons with written authority from the Corporation to view the demised premises at all reasonable hours of the day

(21) To pay a fair proportion (to be conclusively determined by the Corporation) of the expenses payable in respect of repairing renewing and cleansing all Party walls fences sewers drains roads pavements and other things the use of which is common to the demised premises and other premises

(22) Not at any time during the term hereby granted to affix or exhibit or permit to be affixed or exhibited upon any part of the demised premises any placard advertisement or sign whether illuminated or otherwise except such as shall have been previously approved in writing by the Corporation **PROVIDED** that this Clause shall not apply to such reasonable Notices as the Lessee may be required by Law to affix or exhibit **AND**

**FURTHER PROVIDED** that any placard advertisement or sign as aforesaid shall comply in all respects with the requirements of the Town and Country Planning (Control of Advertisements) Regulations 1960

- (23) Not to set up on the footway fronting the demised premises any stall or structure of any kind nor to place or allow to be placed any goods or vending machines therein **AND** at all times during the term to keep the said footway free from all obstructions and in a clean and tidy condition

**THE CORPORATION HEREBY COVENANTS WITH THE LESSEE** that the Lessee observing and performing the several covenants and stipulations herein on the Lessee's part contained shall peaceably hold and enjoy and demised premises during the said term without any interruption by the Corporation or any person rightfully claiming under or in trust for it

5.

**PROVIDED ALWAYS AND IT IS EXPRESSLY AGREED** as follows:-

- (1) That if there shall be a breach of any covenant on the Lessee's part herein contained then and in any such case the Corporation may re-enter upon the demised premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the right of action of the Corporation in respect of any antecedent breach or non-observance of the covenants on the part of the Lessee hereinbefore contained
- (2) In the event of any dispute arising between the Lessee or the occupier for the time being of the demised premises and the occupier of any contiguous land of

the Corporation such matter shall be referred to the Corporation and shall be determined in such a manner as the Corporation may direct in writing

(3) If any difference shall arise between the Parties or their respective representatives touching their respective rights or liabilities under this Lease the matter in dispute shall be referred to the determination of a single arbitrator in case the Parties agree upon one otherwise to two arbitrators one to be appointed by each Party or their umpire in manner provided by the Arbitration Acts 1950 and 1977 or any statutory modification or re-enactment thereof

(4) In this Lease where the context so admits:-

(a) The words importing the singular number only include the plural number and vice versa

(b) Where there are two or more persons included in the expression "the Lessee" covenants expressed to be made by the Lessee shall be deemed to be made by such persons jointly and severally

(5) The regulations as to Notices contained in Section 196 of Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 shall apply to any Notice under this Lease

IN WITNESS whereof these presents have been executed as a

Deed and delivered the day and year first before written

Signed by the said [redacted] )  
[redacted] as a )  
Deed in the presence of:- )

[redacted]

[redacted]

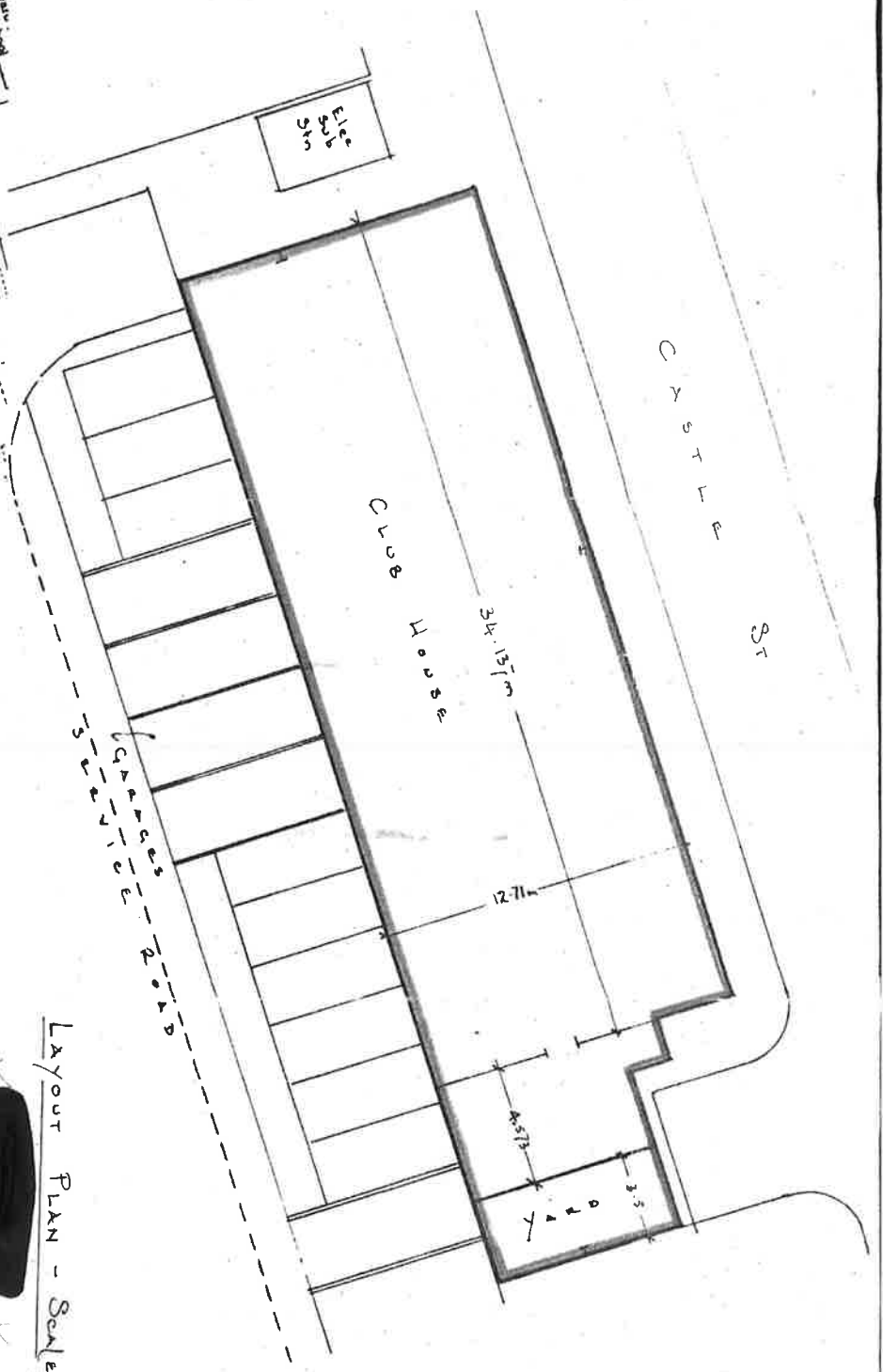
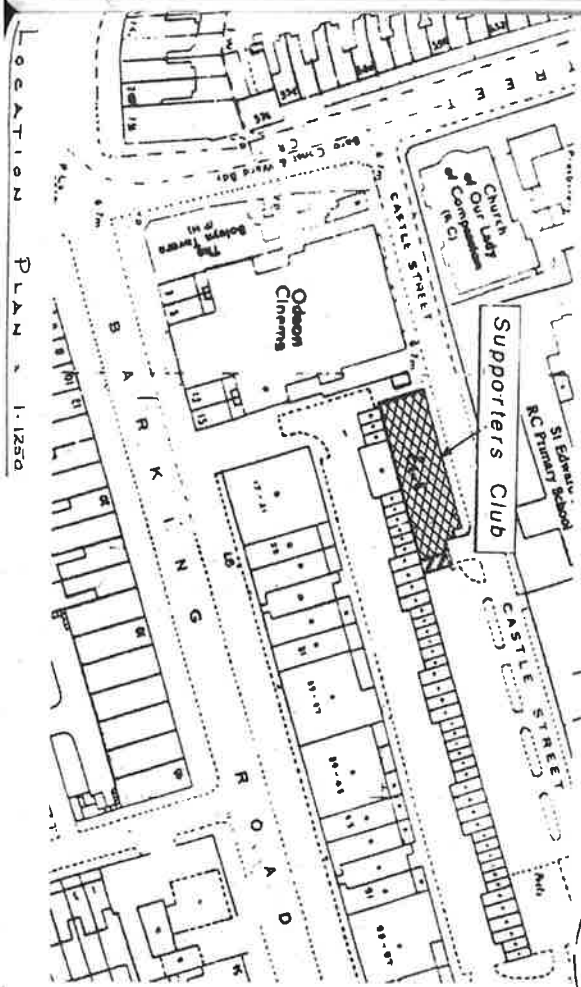
[redacted]

Signed by the said [redacted] )  
[redacted] as a Deed )  
in the presence )  
of: [redacted] )



Signed by the said [redacted] )  
as a Deed in the presence of: [redacted] )

Signed by the said [redacted] )  
as a Deed in the presence of: [redacted] )

Signed by the said [redacted] )  
as a Deed in the presence of: [redacted] )



Layout PLAN - Scale 1:200

 <b>NEWHAM COUNCIL</b>		<b>Title:</b> WEST HAM UTD. SUPPORTERS CLUB, CASTLE ST. E.6.		 Benford Building & Planning	
<b>Area:</b> 497.569 m <sup>2</sup> (5356 sq ft)		<b>Dwg No.:</b> VE/1/496/1		<b>Date:</b> Aug 92	
<b>Technical Services</b> Valuation & Estates Division		<b>Drawn by:</b> E.S.		<b>Approved:</b> A.S.	
Cable House, 270 Bowland Road, Stratford, London E15 4LL Tel: 081 534 4545 Extension: Fax No: 081 519 5000 Ext 24615		<b>Scale:</b> 1:1250			