

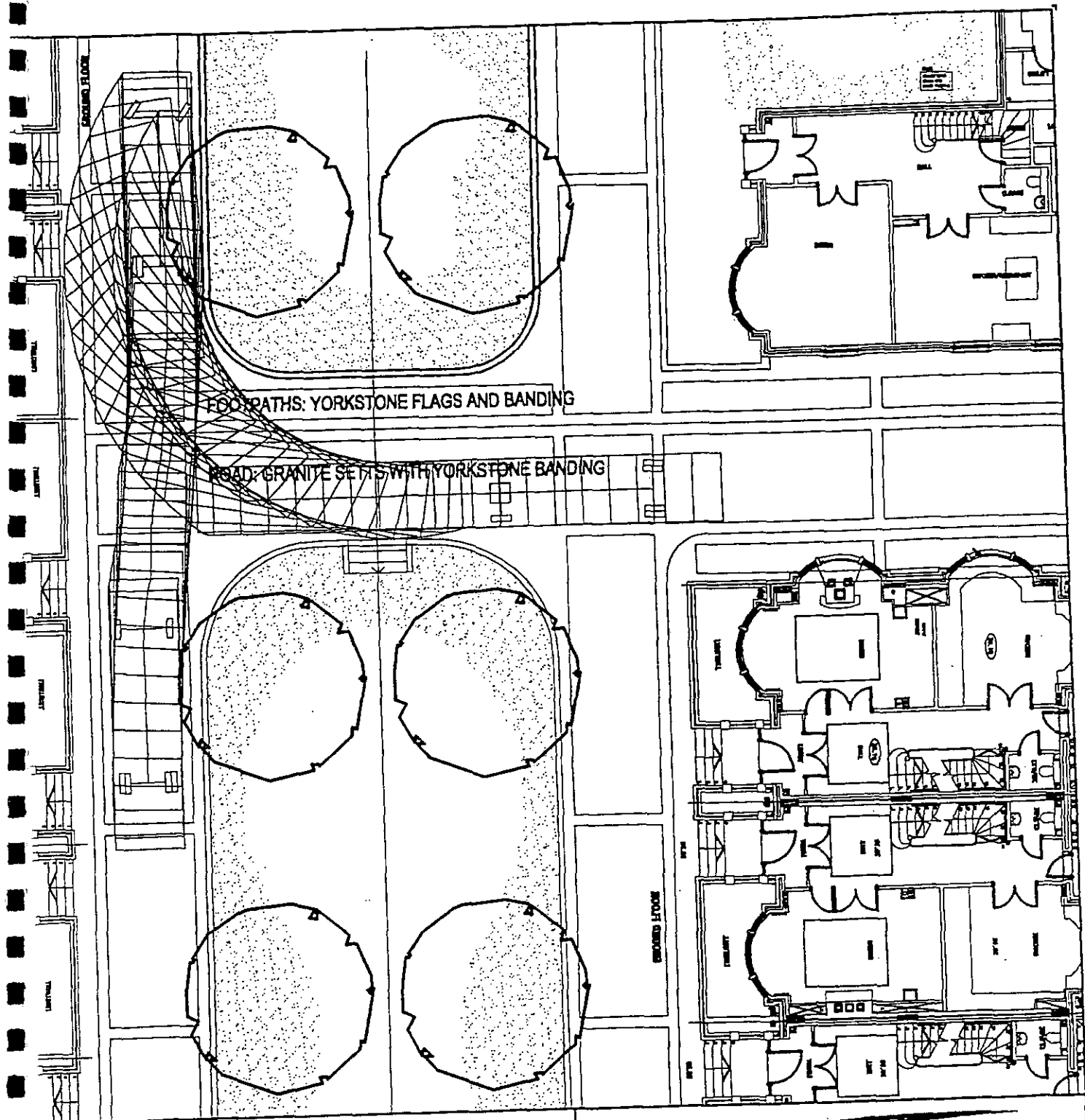
PLEASE INDEX AS

OTHER DOCUMENTS UPDATES

FILE No. TP/99/0733

JAN. FEB. MCH. APL. MAY. JUNE JUL. AUG. SEPT. OCT. NOV DEC

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AWING TITLE

Camden Hill Reservoir

Swept Path of  
Furniture Lorry

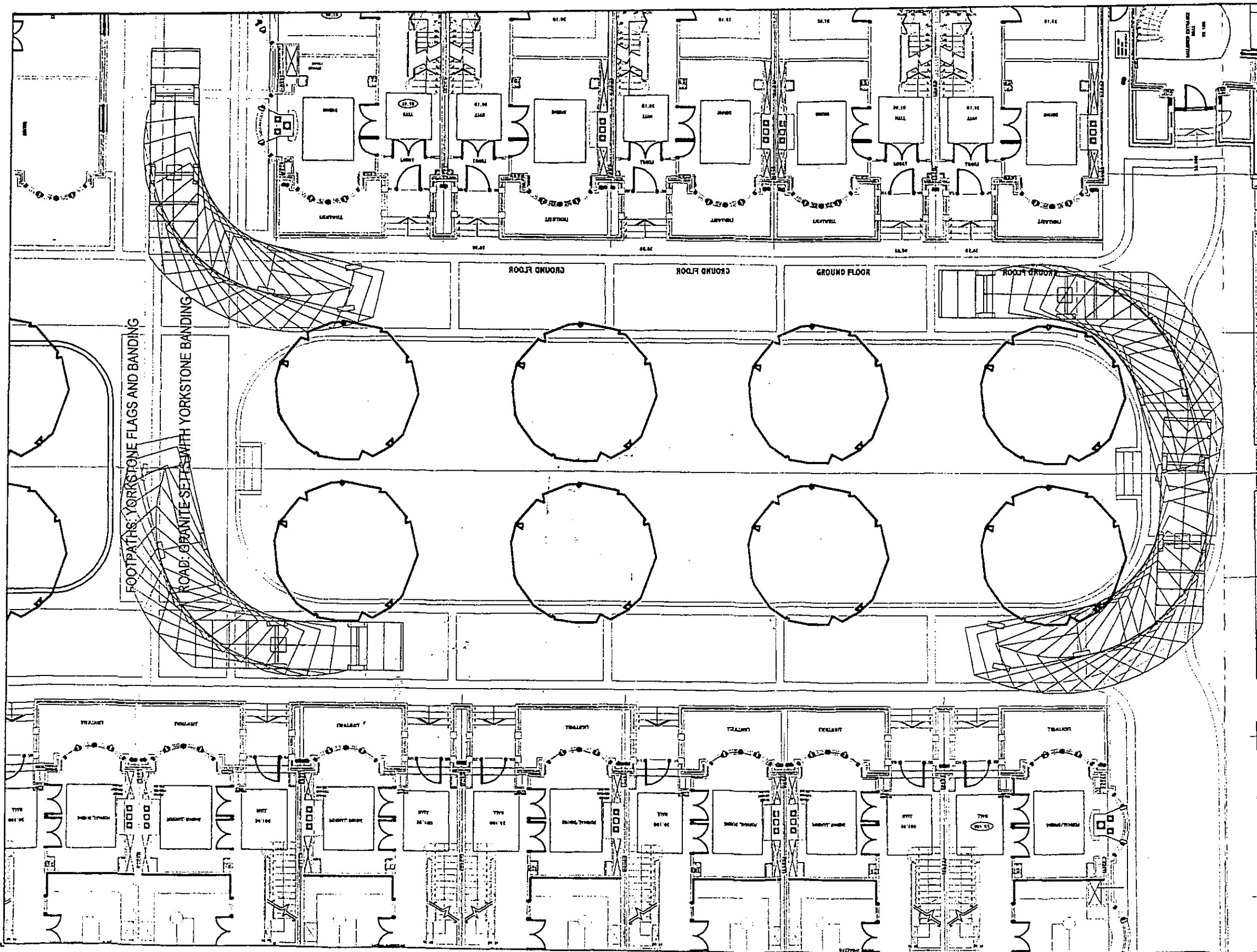


**Tucker Parry Knowles Partnership**

Transportation & Infrastructure Consultants

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Tel: 01635 31440 - Fax: 01635 37268  
Email: inmail@tpk.co.uk

AWN BY	CHECKED BY	TRACED BY	DATE	SCALE	FILE REF	DRWG NUMBER	REVISION
DJG	<i>se</i>	DJG	Feb '99	1:200	\sweptpthA	10145/22	A



REV	DESCRIPTION	DATE	NAME
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AMENDMENTS



**Tucker Parry Knowles Partnership**  
 Transportation & Infrastructure Consultants  
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PROJECT  
**Campden Hill Reservoir**

DRAWING TITLE  
**Swept Path  
 of  
 Fire Tender**

CLIENT  
 St. James Homes/Thames Water

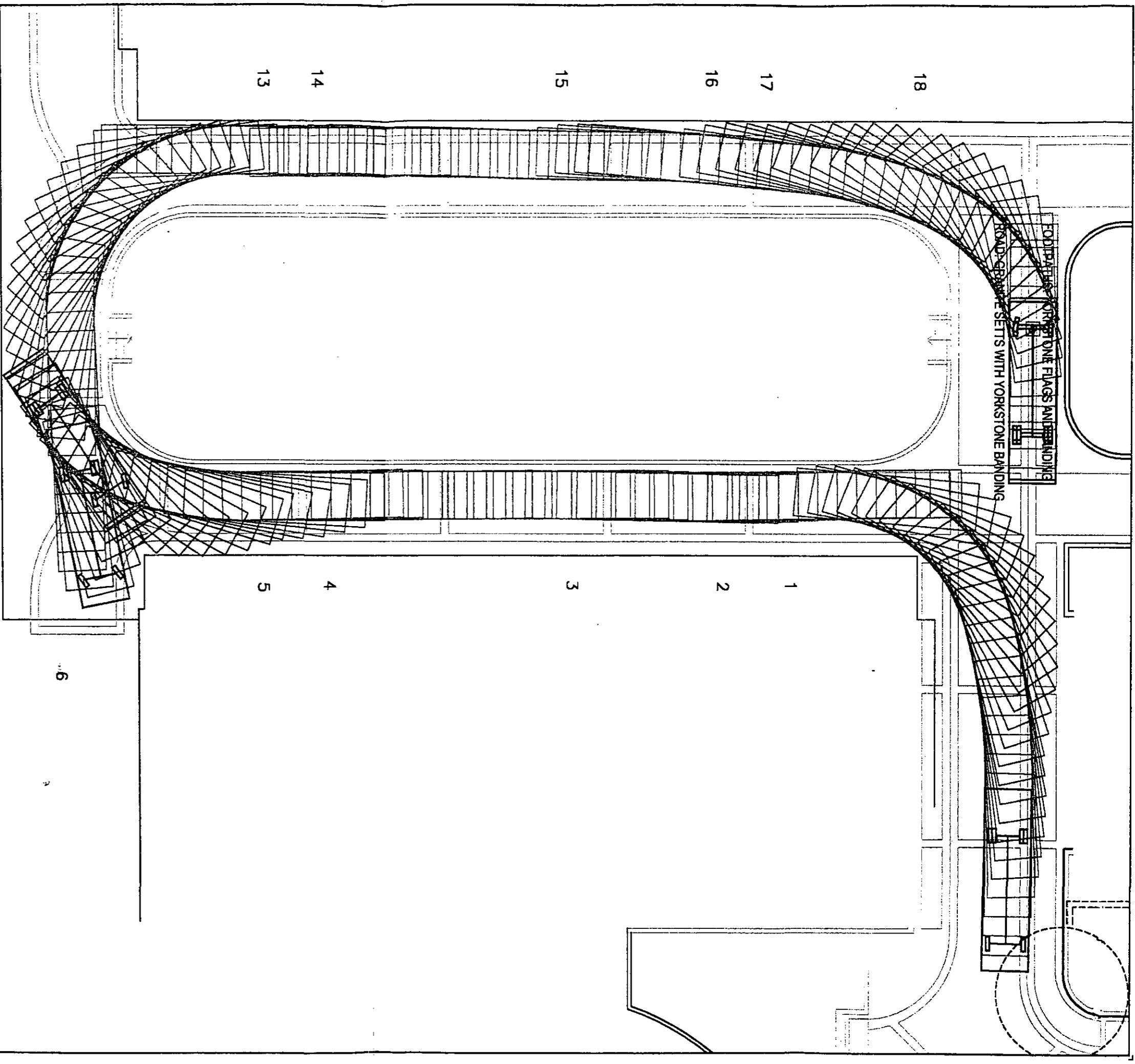
SCALE: 1:200      DATE: Feb 99

DRAWN BY: DJG      CHECKED BY: [Signature]      FILE REF: sweptpthA

DRWG NUMBER: 10145/24      REVISION: A

N





REV.	DESCRIPTION	DRAWN	AUTHORISED
7	AMENDMENTS		
10			

ISSUE PURPOSE

This drawing is issued solely for the purpose indicated by the original stamp in this box.

PROJECT: Campden Hill Reservoir

DRAWING TITLE: Swept Path of Furniture Lorry

CLIENT:



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 Tel: 01635 279000 · Fax: 01635 279050 · DX 30940 Newbury  
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 Also at: Manchester and Leeds

SCALE	1:200	DATE	June 2000
DRAWN BY		CHECKED BY	
DWG NUMBER	10145/26	FILE REF	
		REVISION	

**EXISTING TREE PROTECTION METHOD STATEMENT**

**AUBREY WALK, CAMPDEN HILL**

**REDEVELOPMENT OF WATER TOWER HOUSE  
AND THE FORMER CAMPDEN HILL RESERVOIR SITE**

5

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### 3.0 Financial Penalties

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- East Boundary – Campden Hill Road, Tree nos: 2, 3, 4, 5, 6 and 7
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### 5.0 Guidance on Operations within Protected Areas

#### References

<b>Drawings:</b>	10337/101A	Existing Tree Protection - Existing Site
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## 1.0 INTRODUCTION

- 1.01 This detailed Method Statement follows the submission of the Landscape Design Statement for Aubrey Walk as part of a planning application for development on the Camden Hill Reservoir site, and describes the protection to existing trees to be retained during demolition and construction works for the new development.
- 1.02 BS 5837 is taken as a minimum standard for guidance on operations on site.
- 1.03 Trees are to be protected by fencing as shown on drawing No 10337.101 prior to any other works on site. Fencing will be marine ply hoardings 2.4m high mounted on scaffold poles as specified in Section 2. It is to be maintained in good condition throughout the contract period.
- 1.04 Areas within protective fencing are "no go" areas. No entry into these areas will be available without authorisation and any works to be carried out in these areas must be in full accordance with this specification. Generally, no disturbance to the ground below tree canopies is acceptable. The fence position makes allowance for necessary works near trees.
- 1.05 No damage to tree branches or trunks above the protected areas or where branches extend beyond the protected areas will be allowed. The contractor must be fully aware of the extent of trees and vegetation to be retained and make allowance for no damage at all to any part of them.
- 1.06 Trees damaged or lost as a result of the works will be subject to financial penalty as set out in Section 3.

## 2.0 PROTECTION OF EXISTING TREES TO BE RETAINED SPECIFICATION

- 2.01 **Protective Fencing** to existing vegetation to be erected to positions as shown on drawings before all other site work commences.
- Maintain in good condition throughout the whole contract period.
  - Repair any accidental damage to fencing immediately it happens.
  - Take down and remove off site at end of the contract.
- 2.02 **Protective Fencing to Existing Trees and Vegetation to be Retained:**
- To be 2.4m high marine play hoardings supplied on vertical and horizontal scaffolding, all in accordance with BS 5837 Section 8, Clause 2.3:
- Marine ply – 20mm exterior grade, 2.4m high.
  - Scaffolding – vertical and horizontal framework, well braced to resist impacts. Verticals at 1.8m min centres driven 900mm into ground. Ref. Fig 5 from BS5837. (If preferred, a timber framework may be used for trees numbered 8, 9 and 10.)
- 2.03 **No-Go Areas:** Areas within protective fencing are "no-go" areas. Do not enter or encroach on these for any reason.
- 2.04 **Works Under Tree Canopies and in Fenced-off Areas:** Follow the following guidelines, unless specifically instructed otherwise:
- All work within the canopy spread of existing vegetation to be carried out with care by hand including excavation. Do not use machinery.
  - Do not store materials within the canopy spread of existing vegetation.
  - Do not vary ground level within the canopy spread of existing vegetation.
  - Do not cut or remove existing vegetation without written permission of Landscape Architect.
  - Do not sever roots over 25mm diameter.
  - Do not strip or remove topsoil unless instructed by Landscape Architect.
  - Do not light fires or burn any materials within 20m of any protected area.
  - Do not store oil, bitumen or cement or mix concrete within 10m of any protected area.
- 2.05 **Works on Site** will be monitored and inspected on a regular basis.



### 3.0 FINANCIAL PENALTIES

- 3.01 If retained vegetation is cut or damaged on site without permission, including roots, the contractor shall be liable for payment of damages as set out below:

£5,000 for trees numbered 11, 1958, 1959, 1960  
£3,000 for any other tree on site.

### 4.0 PROTECTION OF SPECIFIC TREES

#### 4.01 West Boundary

Trees and vegetation along the western boundary are to be fenced off with protective fencing as shown on drawing No 10337.101.

All restrictions of the specification will apply.

#### 4.02 South Boundary

Trees and vegetation along the western end of the south boundary will be fenced off with protective fencing as shown on drawing No 10337.101.

The existing boundary wall will be retained.

All restrictions of the specification will apply.

#### 4.03 East Boundary with Kensington Heights

Trees and vegetation along this boundary will be fenced off with protective fencing as shown on drawing No 10337.101.

All restrictions of the specification will apply. This area is outside the site ownership.

#### 4.04 East Boundary with Campden Hill Road

The 5 *Gingko* trees numbers 2, 3, 4, 5 and 6, will be lifted by specialist contractors prior to demolition and held at a nursery until completion of the building works. They will then be replanted along this boundary in positions sympathetic to the new building elevation.

Tree No 7 (Silver Birch) will be protected in situ with protective fencing as shown on drawing No 10337.101. The existing walls around the tree will be carefully removed to just below the new ground level. In this way disturbance to the existing roots system will be minimised. Existing paving under the tree will be carefully removed and topsoil replaced. The new boundary railings will be installed carefully to the back of the existing footpath using the existing brick wall foundation.

Apart from the works above, all restrictions of the specification will apply.

#### 4.05 North Boundary – Aubrey Walk

Trees numbered 8, 9 10 (Turkish Hazel):

These three young street trees are to be fenced off with protective fencing as shown on drawing No 10337.101, subject to receiving approval from the relevant authorities. As the fenced off area will be quite small (approx 1m<sup>2</sup> per tree), hoardings may be mounted on a timber frame if preferred by the contractor, rather than on a scaffold frame.

All restrictions of the specification will apply.

Trees numbered 1958, 1959 and 1960 (Sycamores)

This group of Sycamores is located on an embankment 2m in height and their root systems are confined by existing retaining walls on their northern, western and eastern sides and the reservoir wall on their southern side.

It is proposed to retain the existing walls except on the western side and the existing landform will be unaltered beneath the tree canopies. The existing electricity substation to the east is to be demolished and a new retaining wall will be built between the boundary and the new block of flats. *Some improvements to the existing walls will be made: refacing with brick, lowering to ground level, and installing railings.*

On the western side of the trees, the existing retaining wall will be demolished and a new wall with railings will be built on an alignment slightly within one of the tree canopies. This work will be done with care without the use of mechanical excavators.

The portion of the existing reservoir wall south of the trees is to be retained.

These works will minimise disturbance of the trees' root systems. Protective fencing will be installed as shown on drawing No 10337.101. All restrictions of the specification will apply.

#### Tree No 11 (Ash)

This tree is located on an embankment 2m in height. The existing retaining wall and steps to the north and west of the tree will be retained with some improvement to copings and the installation of railings.

No other works are proposed around this tree, some regrading of the soil is necessary to the west of the tree canopy.

The existing close-boarded fence to the south of the tree will be retained as protection and new fencing will be installed as shown on drawing No 10337.101.

All restrictions of the specification will apply.

### **5.0 GUIDANCE ON OPERATIONS WITHIN PROTECTED AREAS**

Once the development works are nearing completion, certain landscape works are to be carried out beneath tree canopies within protected areas. At this stage, protective fencing is to be removed and planting and turfing works can be carried out. All work is to be done by hand with *no cultivation works*. Top dressing of topsoil and the use of fertilisers will only be carried out if instructed.

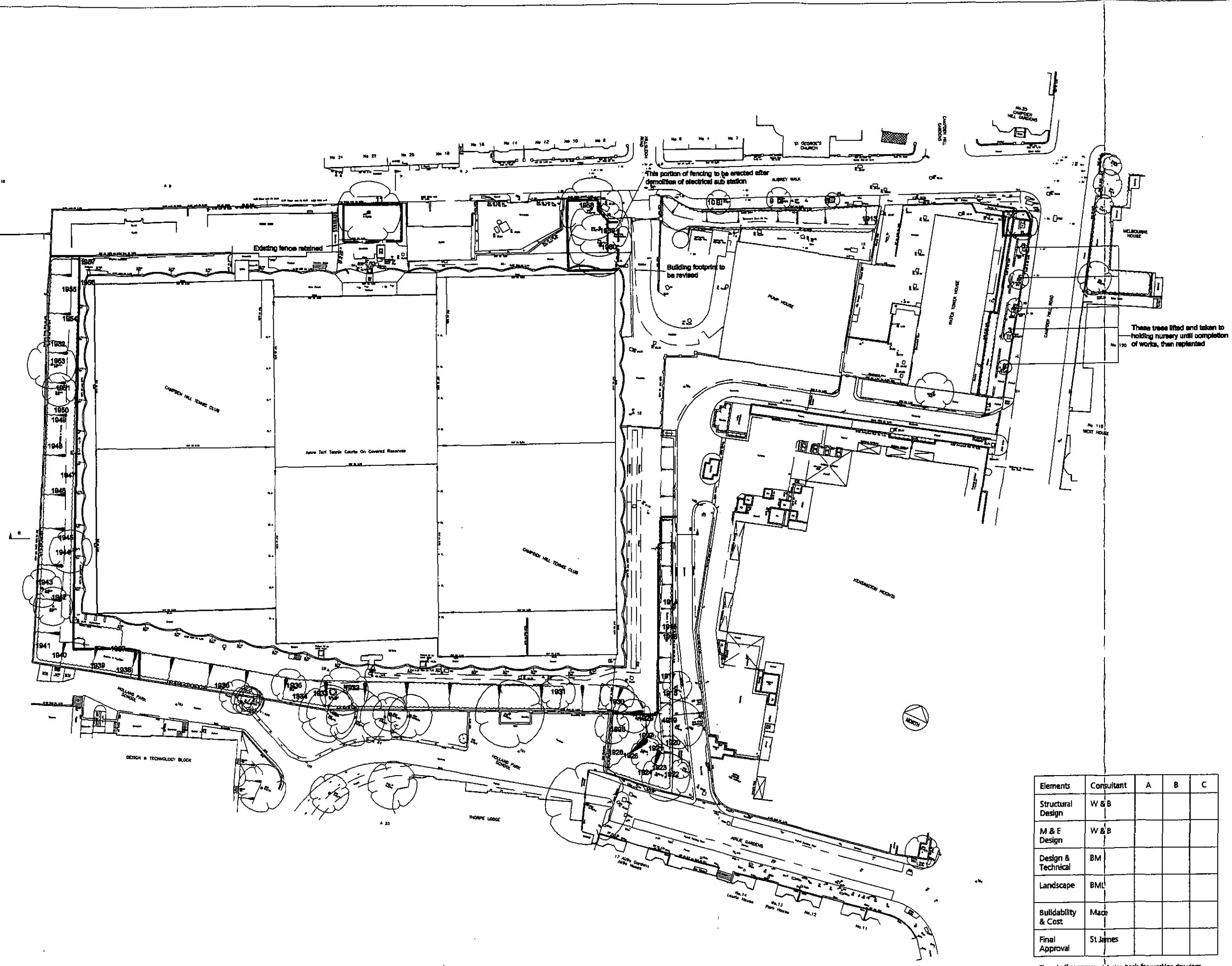
<b>REFERENCES:</b>	BS 5837.1991. Trees in Relation to Construction, Arboricultural Association
	Leaflets Nos:
	6 Tree Roots
	9 Protection of Trees on Development Sites, Part 1
10 Protection of Trees on Development Sites, Part 2	
11 Trees: Excavations and Highway Maintenance	

Contractors are not to scale dimensions from this drawing

Revision Date  
 A. Scheme updated ABS 03.02.99  
 B. Amendments to protective fence ABS 03.02.99

**LEGEND**

- PROTECTIVE FENCE IN ACCORDANCE WITH SPECIFICATION
- EXISTING TREE RETAINED
- PROPOSED TREE
- EXISTING TREE REMOVED
- EXISTING VEGETATION RETAINED
- PROPOSED SHRUBS
- PROPOSED GRASS
- PROPOSED HEDGES



Existing Site

Elements	Consultant	A	B	C
Structural Design	W & B			
M & E Design	W & B			
Design & Technical	BM			
Landscape	BML			
Bulldability & Cost	Mace			
Final Approval	St James			

Signed off as approved design basis for working drawings. Revisions or amendments to these drawings to be agreed with St James Homes Ltd.

**BroadwayMalyan**  
 Landscape  
 Woburn Hill, Addlestone  
 Weybridge, Surrey KT15 2QA  
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 E: Ben@BroadwayMalyan.com

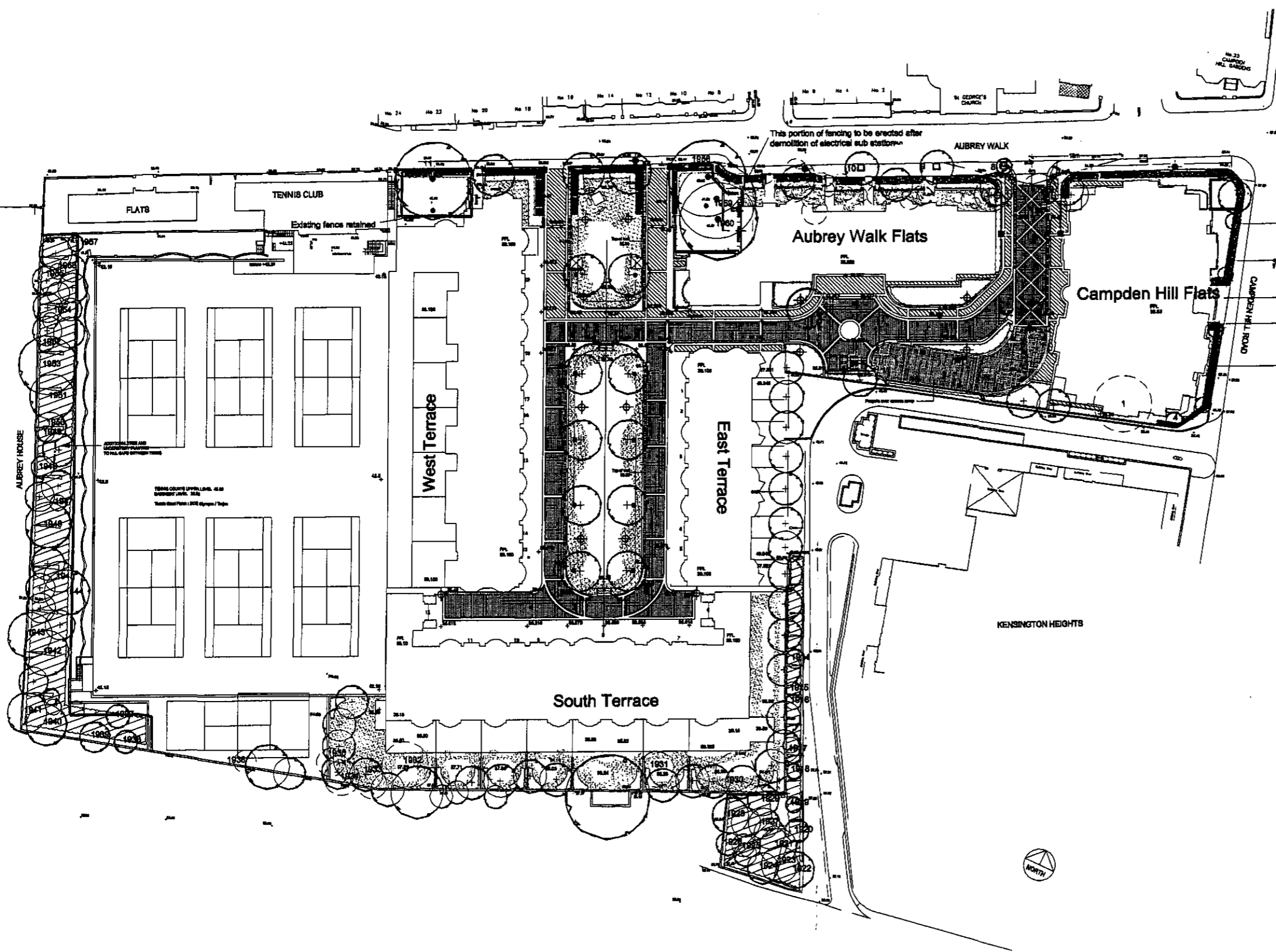
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**St James Homes**  
 Project  
**Aubrey Walk Campden Hill Res.**  
 Description  
**Existing Tree Protection**

Status  
 Scale 1:750  
 Job number 10337  
 Drawn SA  
 Drawing number 101\_A  
 Date Jan '99  
 Revision B

Original size 50mm Copyright Broadway Malyan Limited

Contractors are not to scale dimensions from this drawing

Revision		Date
A.	Scheme updated	ABS 03.02.99
B.	Amendments to protective fence	ABS 03.04.99
C.	Information updated	SL 30.11.99



**LEGEND**

	PROTECTIVE FENCE IN ACCORDANCE WITH SPECIFICATION
	EXISTING TREE RETAINED
	PROPOSED TREE
	EXISTING TREE REMOVED
	EXISTING VEGETATION RETAINED
	PROPOSED SHRUBS
	PROPOSED GRASS
	PROPOSED HEDGES

These trees shd and taken to holding nursery until completion of works, then replanted

Proposed Development

**BroadwayMalyan**  
Landscape

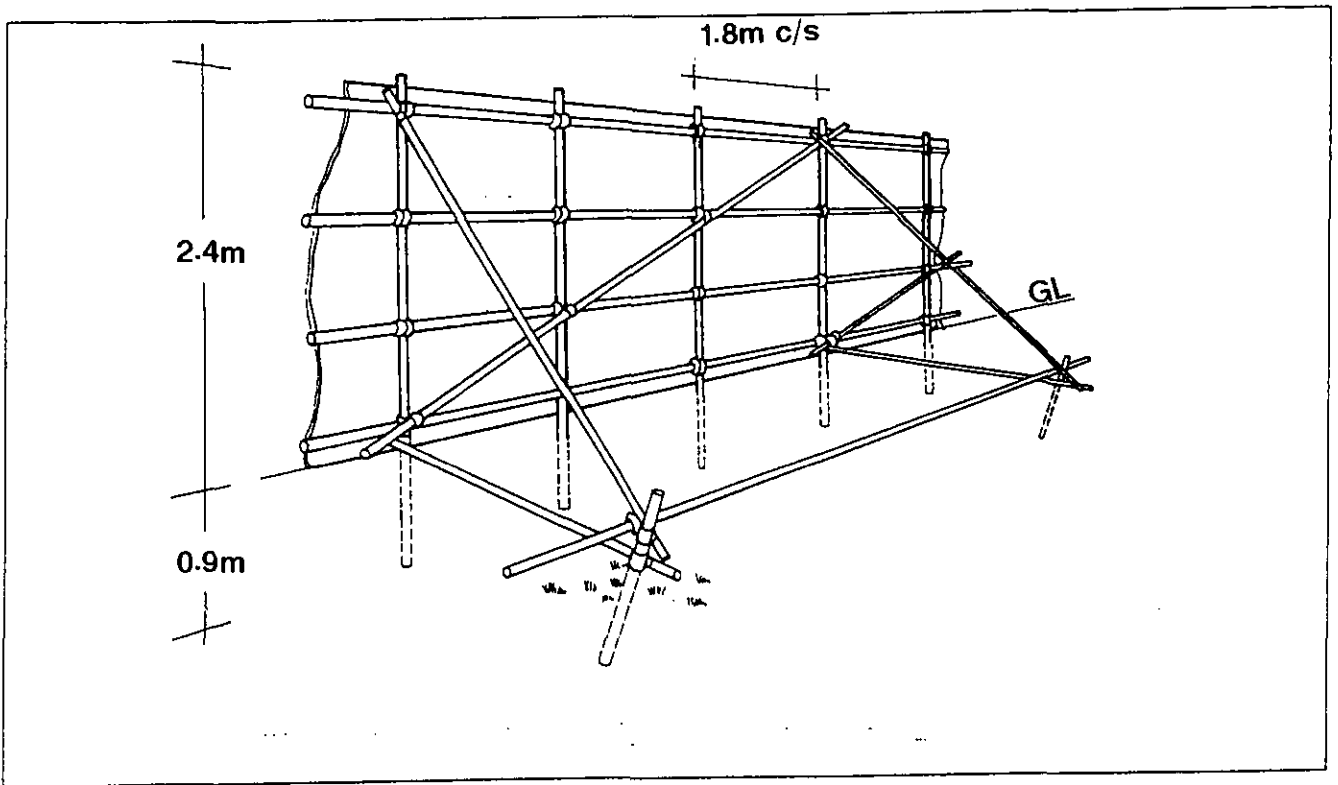
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F: +44(0)1932 646043  
E: km@broadwaymalyan.com

Client  
**St James Homes**  
Project  
**Aubrey Walk**  
Description  
**Existing Tree Protection**

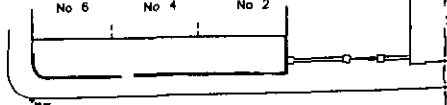
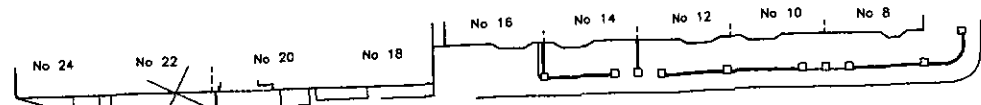
Status

Scale	Drawn	Date
1:750	SA	Jan '99
Job number	Drawing number	Revision
10337	101_B	C

Original size 50mm Copyright Broadway Malyan Limited



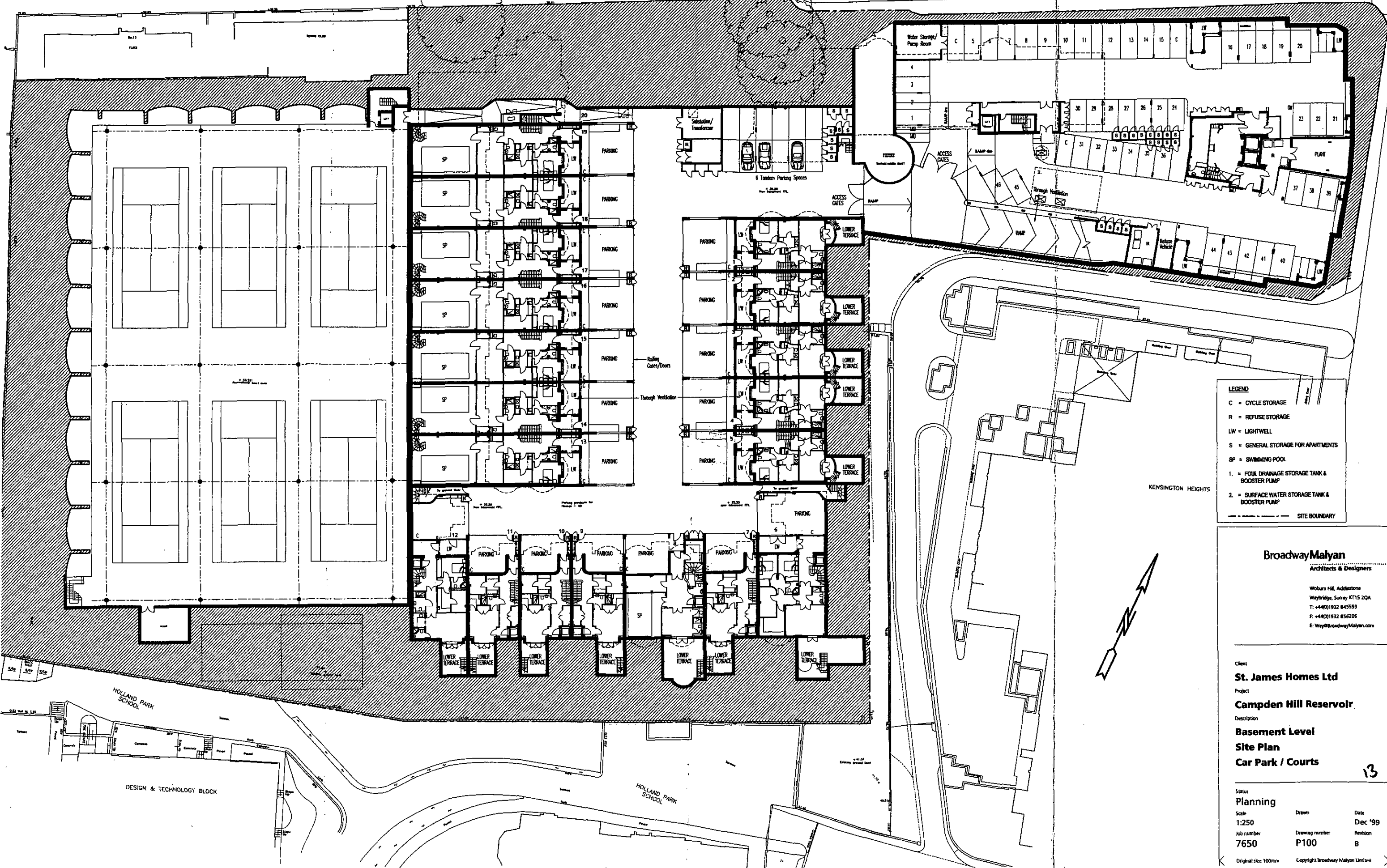
PROTECTIVE FENCING TO EXISTING TREES



Contractors are not to scale dimensions from this drawing

Revision: A Revised to Plan & Site Plan 15.03.99  
 B Revised for resubmission 23.12.99

Date: 13



- LEGEND**
- C = CYCLE STORAGE
  - R = REFUSE STORAGE
  - LW = LIGHTWELL
  - S = GENERAL STORAGE FOR APARTMENTS
  - SP = SWIMMING POOL
  - 1. = FOUL DRAINAGE STORAGE TANK & BOOSTER PUMP
  - 2. = SURFACE WATER STORAGE TANK & BOOSTER PUMP
  - SITE BOUNDARY

**BroadwayMalyan**  
 Architects & Designers

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 F: +44(0)1932 856206  
 E: Wey@broadwaymalyan.com

Client: **St. James Homes Ltd**

Project: **Campden Hill Reservoir**

Description: **Basement Level Site Plan Car Park / Courts**

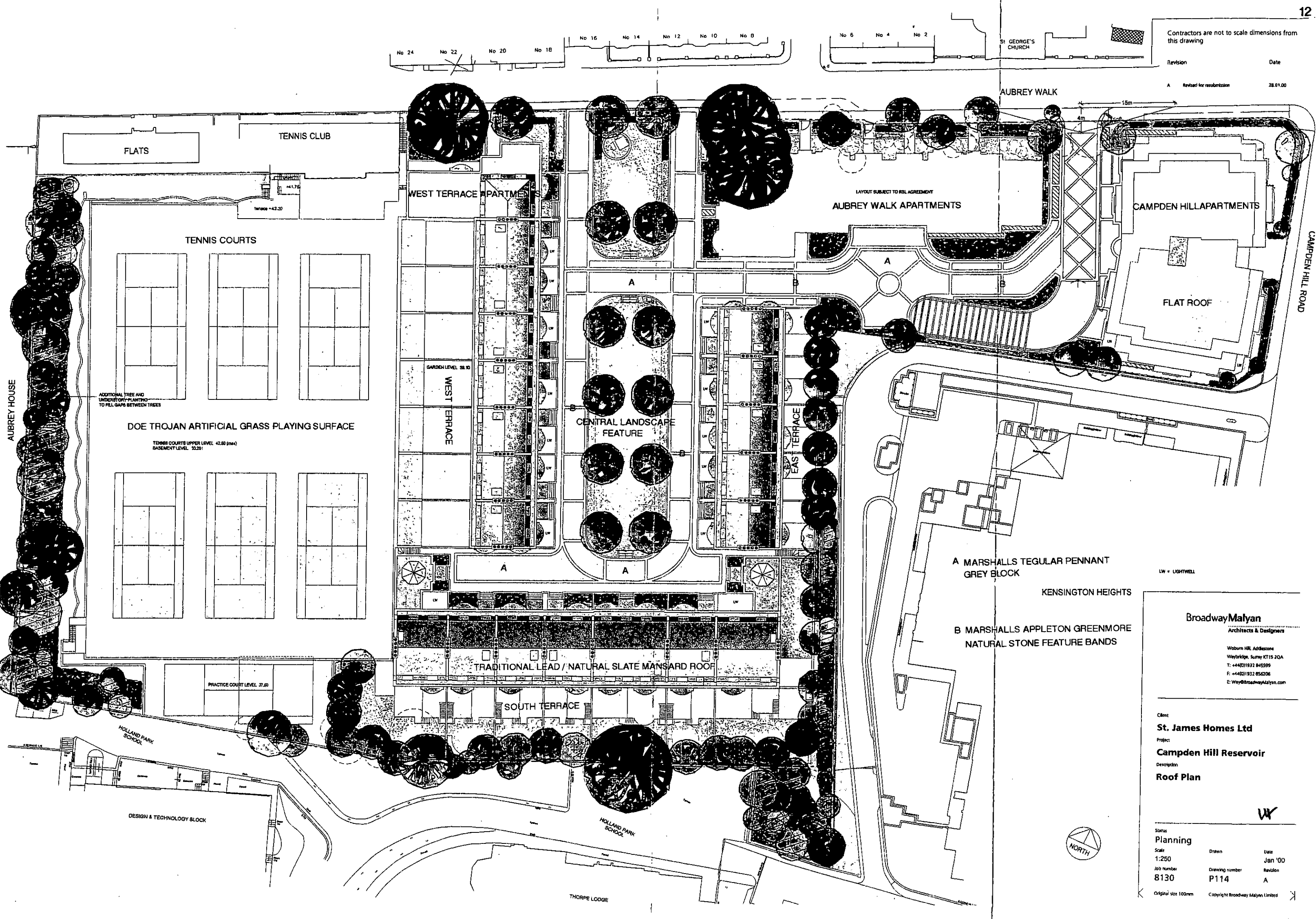
Status: **Planning**

Scale: 1:250  
 Job number: 7650

Drawn: P100  
 Drawing number: P100

Date: Dec '99  
 Revision: B

Original size 100mm Copyright Broadway Malyan Limited



Contractors are not to scale dimensions from this drawing

Revision	Date
A Revised for resubmission	28.01.00

A MARSHALLS TEGULAR PENNANT GREY BLOCK

B MARSHALLS APPLETON GREENMORE NATURAL STONE FEATURE BANDS

LW = LIGHTWELL

**BroadwayMalyan**  
Architects & Designers

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E: Wey@BroadwayMalyan.com

Client  
**St. James Homes Ltd**

Project  
**Campden Hill Reservoir**

Description  
**Roof Plan**

Status  
**Planning**

Scale  
1:250

Job Number  
8130

Original size 100mm

Drawn  
Date  
Jan '00

Drawing number  
P114

Revision  
A

Copyright Broadway Malyan Limited

WV



DATED 25<sup>th</sup> September 1998

THAMES WATER UTILITIES LIMITED

and

CHLTC LIMITED

AGREEMENT

Thames Water Property  
Gainsborough House  
Manor Farm Road  
Reading  
Berkshire  
RG2 0JN



THIS AGREEMENT is made the 25<sup>th</sup> day of September 1998

BETWEEN

1. THAMES WATER UTILITIES LTD of Gainsborough House Manor Farm Road Reading Berkshire ("Thames").

AND

2. CHLTC LTD whose registered office is at 9 Aubrey Walk London W8 7JH ("CHLTC")

NOW IT IS AGREED:

1. This Agreement is subject to and conditional upon:
  - a) Approval of this Agreement by the members of CHLTC by Resolution in substantially the form attached hereto as Appendix 1 voting at a properly convened EGM ("CHLTC Approval")
  - b) Outline or detailed planning permission in a form and substance acceptable to Thames and which Thames on reasonable commercial grounds (with the decision as to what constitutes a reasonable commercial ground being in its absolute discretion) decides to implement (An Implementable Planning Permission) being obtained by Thames for a residential scheme on the east reservoir site for the purposes of identification shown edged red on the plan attached hereto as Appendix 2 and for the construction of a two tier 12 tennis court building on the west reservoir site for the purposes of identification edged green on the plan attached hereto as Appendix 2 and substantially in the form shown in the plans and specifications attached hereto as Appendix 3 ("the Courts Building")
  - c) The east and west reservoirs sites being declared surplus to Thames operational requirements and decommissioned
2. In the event that:
  - a) CHLTC Approval has not been obtained by 30 September 1998

b) An Implementable Planning permission has not been obtained by 30 September 2002 or such later date as provided for in 4.3 (a)

c) Both the east and west reservoir sites have not been declared surplus to operational requirements and decommissioned by 30 September 2002

either party may terminate this Agreement by serving written notice to the other upon receipt of which all rights and obligations under this Agreement will cease and be void (without prejudice to the rights of either party in relation to any antecedent breach of this Agreement by the other)

During a period of two years from the date of this Agreement Thames hereby ~~confirms~~ <sup>confirms</sup>

that it will not seek to operate the break provision contained in Clause 7 of the Lease dated 27 January 1994 a copy of which is attached hereto as Appendix 4 ("the Existing Lease") and in the event that this Agreement becomes unconditional in accordance with the provisions of Clause 1 above Thames hereby agrees not to exercise its break provision in the Existing Lease

4. Thames will:

4.1 In connection with clause 5.2 hereof accept a surrender of the tennis courts part of the Demised Premises (as defined in the Existing Lease) as referred to in clause 1(f)(i) and (ii) of the Existing Lease and release CHLTC from its obligations under the Existing Lease insofar as they relate to that part of the Demised Premises and reduce the Rent referred to in the Existing Lease at clause 1(d) to £10,000 pa exclusive of any VAT (without being subject to review) but otherwise confirm the Existing Lease as subsisting according to its terms so as to leave CHLTC in possession of the clubhouse building at 9 Aubrey Walk ("the Clubhouse") without the said tennis courts

4.2 Within six months of CHLTC Approval, at its own cost apply for and diligently pursue an application for Planning Permission.

4.3 At its own cost commence the construction of the Courts Building by whichever is the latest of the following two dates :-

X a) 6 months after the grant of an Implementable Planning Permission whether by X  
the local planning authority or by the Secretary of State following an Appeal  
(which shall mean either an appeal to the Secretary of State under Sections 78 and  
79 of the Act against an actual refusal of an application for the grant of Planning  
Permission or the grant thereof subject to unacceptable conditions or an appeal to  
the Secretary of State under Sections 78 and 79 in default of a decision upon a  
planning application by the local planning authority) or a call-in unless there shall  
be a Planning Challenge (which shall mean any application to the Court  
(including an application for leave to apply for a judicial review) which may  
result in a planning decision being modified or found never to have been valid. A  
Planning Challenge will be regarded as "finally determined" when judgement has  
been given upon the application and any further proceedings or applications  
arising out of the application and all appeal procedures have been exhausted or  
when the period for any appeal has expired without any such appeal having been  
made) in the meantime and in the case of a Planning Challenge being made 19  
days after the Planning Challenge has been finally determined leaving an  
Implementable Planning Permission in place or

X b) within six months after the site has been declared surplus to operational X  
requirements fully decommissioned and the shaft works in connection with the  
Holland Park Avenue Mains Integrity Scheme (OP0C) have been completed

4.4 to use reasonable endeavours at its own cost to proceed diligently to construct the  
Courts Building

(a) in a good and workmanlike manner

- (b) using only good quality materials of their several kinds
- (c) in accordance with:
  - (i) the Implementable Planning Permission
  - (ii) all statutes from time to time in force which affect construction works
  - (iii) the terms of this Agreement
  - (iv) all relevant British Safety Standards and Codes of Practice from time to time in force
  - (v) the plans and specifications substantially in the form annexed hereto
- (d) without using any materials which are reasonably known at the time of specification or use to be deleterious to health and safety or any of the following:
  - (i) high alumina cement in structural elements;
  - (ii) wood wool slabs in permanent formwork to concrete or in structural elements;
  - (iii) calcium chloride in admixture for use in reinforced concrete;
  - (iv) naturally occurring aggregates for use in reinforced concrete which do not comply with the requirements of British Standard Specification 882: 1983 and naturally occurring aggregates for use in concrete which do not comply with the relevant provisions of British Standard Specification 8110: 1985;
  - (v) asbestos or asbestos based products;
  - (vi) lead or any products containing lead for use in connection with drinking water except where copper alloy fittings containing lead are specifically required in drinking water pipework by any relevant Statutory Requirements;
  - (vii) urea formaldehyde foam or materials which may release formaldehyde in quantities which may be hazardous with reference to the limits set from time to time by Health and Safety Executive;
  - (viii) materials which are generally composed of mineral fibres either man made or naturally occurring which have a diameter of 3 microns or less and a length of 200 microns or less which are not contained or otherwise stabilised by materials to prevent fibre migration;
  - (ix) masonry/stone/brickslip or panel cladding systems without mechanical fixings and/or mechanical support;
  - (x) proprietary openweb lattice joists or beams (nailable type);
  - (xi) timber trusses manufactured with truss plate connectors unless the Contractor guarantees to the Employer that the preservatives

used on the timber trusses will have no adverse effect upon the truss plate connectors (bolted trusses are permitted);

- (xii) resin coated blocks;
- (xiii) blocks having a crushing strength less than 3.5 N/mm<sup>2</sup>;
- (xiv) penta chlorophenols used for timber treatment;
- (xv) polychlorinated biphenols;
- (xvi) chorofluorocarbons other than hydrochlorofluocarbons permitted by the Montreal Protocol;
- (xvii) any other substances either generally known to be deleterious at the time of use to the health and safety or durability of the works;
- (xviii) any other substances either generally known not in accordance with British Standards Institute Standards and Codes of Practice (where such exist) and good practice current at the time of use

(e) so as to cause as little inconvenience as reasonably possible to CHLTC's use of the Clubhouse

4.5 At its own cost and to the reasonable satisfaction of CHLTC make good all defects shrinkages and other faults in the construction of the Courts Building which are due to materials and workmanship not in accordance with this Agreement or any other breach of this Agreement, which appear and are notified by CHLTC to Thames within six months of completion of the New Lease

X 4.6 Use reasonable endeavours to complete the construction of the Courts Building within two years and two months of the commencement date of construction in clause 4.3 above X

4.7 Having constructed the Courts Building procure that either Kennet Properties Limited (Company Registration number 2498997) or Thames Water Developments Limited (Company Registration number 2638323)(as the case may be) *or any other wholly owned subsidiary of Thames Water plc* grant to CHLTC a Lease of the Courts Building and the Clubhouse in the form attached hereto as Appendix 5 ("the New Lease") in substitution for the Existing Lease and immediately prior to the grant of the New Lease accept a surrender of the Existing Lease and release CHLTC from the obligations under the Existing Lease W

4.8 On completion of the New Lease hand over collateral warranties from the building contractor and the professional advisers employed by Thames in the

construction of the Courts Building in such form as may be approved by CHLTC  
(such approval not to be unreasonably withheld or delayed)

5. CHLTC will:

5.1 Promptly upon the execution of this Agreement confirm to Thames that CHLTC approval has been obtained

X 5.2 Surrender the tennis courts referred to at clause 1(f)(i) and (ii) of the Existing Lease but not the Clubhouse to Thames upon at least two months written notice by Thames to CHLTC (provided that an Implementable Planning Permission has been obtained, and the site has been declared surplus to operational requirements) so that CHLTC will be entitled to continue in occupation of the Clubhouse alone under the terms of the Existing Lease and paying the revised rent referred to in clause 4.1 hereof X

5.3 Part with possession of the Clubhouse upon receipt of one month's written notice if and for so long as possession of the Clubhouse is necessary to facilitate the construction of the Courts Building and on condition that the rent referred to in clause 4.1 is suspended for such period or periods as CHLTC is excluded from possession of the Clubhouse

5.4 (a) Not raise any objection to any residential application for planning consent made by St James Homes Limited and/or Thames in connection with all or part of the Thames landholdings at Campden Hill shown edged red and green on the Plan annexed hereto as Appendix 2

(b) Lend its active support to the St James Homes Limited/Thames planning application for a residential scheme on all or part of the Thames landholdings at Campden Hill (having seen the same) and enter into any Planning Agreement (which shall mean any Agreement required in connection with the grant of a planning permission required by the local

planning authority or by any other authority or body responsible for highways water gas electricity or communication services. Such Agreement may be under any of the following statutes or similar legislation

- (a) Section 106 of the Town and County Planning Act 1990 or any re-enactment or modification thereof
- (b) Section III Local Government Act 1982
- (c) Electricity Act 1989
- (d) Highways Act 1980
- (e) Water Act 1989
- (f) Water Industry Act 1991

and includes unilateral undertaking pursuant to Section 106 of the Town and County Planning Act 1990 or any re-enactment or modification thereof) if required by St James Homes Limited/Thames associated with that scheme provided that St James Homes Limited/Thames pay CHLTC on demand by CHLTC the full cost of its professional fees plus VAT and disbursements and the cost of complying with all and any obligations contained in such Agreement together with its professional fees plus VAT in relation to any Inquiry

- (c) Use reasonable endeavours to try to procure the full support of CHLTC members as individuals towards the St James Homes Limited/Thames planning application

5.5 Enter into the New Lease and surrender the Existing Lease pursuant to this Agreement

## 6. OTHER MATTERS AGREED BETWEEN THE PARTIES

- 6.1 (a) for the purposes of the Construction (Design & Management) Regulations 1994 ("the Regulations) Thames will be the client in respect of the construction of the Courts Building
- (b) Thames shall upon the grant of an Implementable Planning Permission make a declaration of the appointment in subclause (a) of this clause and send it to the Health & Safety Executive in accordance with para 4(4) of the Regulations and send CHLTC a copy of the Executive's acknowledgement upon receipt
- (c) upon the grant of the New Lease Thames will deliver to CHLTC the health & safety file referred to in para 12 of the Regulations
- 6.2 Any notice served on or communication sent to either party to this Agreement shall be deemed to be properly served if sent by Recorded Delivery post or delivered by hand to the addresses shown at the start of this Agreement
- 6.3 Any dispute arising out of this Agreement may be referred by either party to an independent Chartered Surveyor agreed upon between the parties or appointed in default of Agreement by the President of the Royal Institution of Chartered Surveyors or his duly appointed deputy who shall determine the dispute as an expert not an arbitrator. The independent Chartered Surveyor shall allow the parties to make representations to him and his decision (which shall be given with reasons) shall be final and binding on the parties. His costs shall be borne as he directs or (in the absence of any direction) by the parties equally
- 6.4 Thames acknowledges that it has not deduced title to CHLTC and Thames undertakes and warrants to CHLTC that at the time the New Lease is granted:-
- (a) Kennet Properties Limited / Thames Water Developments Limited will have a good and marketable title to grant the New Lease (although it may not have registered its title at H.M. Land Registry)
- (b) Any consents required by Thames for the grant of the New Lease



will have been obtained (or appropriate insurance obtained by Thames in the event that such consents are not forthcoming)

(c) There will be no covenants or other restrictions affecting Thames's title which would prevent CHLTC from using the tennis courts or the Clubhouse for the Permitted Use as defined in the New Lease (or in the event that there are any such covenants or other restrictions appropriate insurance will be obtained by Thames) nor will there be imposed any obligation on CHLTC pursuant to this sub-clause to pay any monies or carry out any works other than those it is obliged to pay or carry out pursuant to the New Lease

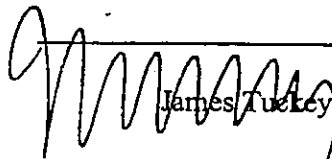
(d) Title will be deduced and Schedule 1 Part IV of the New Lease will be completed accordingly

(e) Thames will arrange for the Land or Charge Certificate to be put on deposit at H.M. Land Registry to meet CHLTC's application for registration of the New Lease and will notify CHLTC as to the deposit number allocated

6.5 For the avoidance of doubt Thames obligations under Clause 4 above shall remain subsisting and in force after they shall have parted with their interest in the land insofar as

the same shall not have been met by Kennet Properties/Thames Water Developments Limited or St James Homes Limited but not further or otherwise.

Signed for CHLTC



Director and Authorised

Signatory

**AUBREY WALK / CAMPDEN HILL RESERVOIR REDEVELOPMENT**  
**PROPOSALS FOR CONSTRUCTION OF CAMPDEN HILL TENNIS CLUB**

**OUTLINE SPECIFICATION**

**1.00 General Description**

**Site.**

The site occupies part of the land currently known as Campden Hill Reservoir and comprises two levels; the lower level is the enclosed reservoir structure and the upper level is the enclosure to the reservoir currently used as tennis courts for the use of Campden Hill Tennis Club.

**Proposals.**

The majority of the existing reservoir structure is to be demolished leaving the northern and western vaulted brick walling. This retains the surrounding soil and protects the existing landscape enclosure to Aubrey House to the west.

A new two-storey tennis court structure is to be constructed to provide facilities for the Campden Hill Tennis Club.

The remainder of the site is then made available for future residential development.

**2.00 New Tennis Club Building.**

**2.01** Drawing Ref. 7650/ P006 illustrates the proposed new building.

**2.02 Structure**

The building comprises ;

Steel frame with prefabricated truss girders supporting precast concrete slabs acting as the upper tennis court level.

New floor slab constructed at a reduced level with DPM incorporated.

External walling in fair faced blockwork to suit site conditions.

Junctions with existing retaining structure have not yet been detailed.

All dimensions to be as illustrated on the drawing 7650/ P006.

25

### 2.03 Relationship with surrounding buildings / landscape;

The upper tennis court structural level is to be at the same level as the existing court surface.

The playing surface will be specified by agreement with Campden Hill Tennis Club, and laid to falls as required.

### 2.04 Circulation.

Circulation will be provided to coordinate with the existing club facilities and to satisfy the requirements of the District Surveyor for Means of Escape.

Staircases are shown on the drawings but are indicative only at this stage.

### 2.05 Ventilation.

Provision for smoke ventilation from the lower court level will be required. Details will be prepared to satisfy Building Regulation requirements.

### 2.06 Heating and Mechanical Services.

Mechanical and electrical services consultants will be commissioned to design the services installation to provide suitable internal environmental control and associated services.

### 2.07 Lighting ( Internal )

Internal background and court lighting will be provided to a suitable standard.

### 2.08 Lighting (External )

External floodlighting will be provided to satisfy the requirements of the Local Planning Authority.

The fittings will be located to keep glare to an acceptable minimum and will be subject to the restrictions imposed on hours of use .

A planning application for this element will be required.

### 2.09 Internal finishes

Walls-	Fair faced blockwork
Soffits -	Painted u/s of structural beams.
Floor -	Proprietary tennis surface to be agreed

# APPENDIX 3.

## SPECIFICATION DETAILS FOR INDOOR COURTS AT CAMPDEN HILL TENNIS CLUB

The specification set out below has been prepared by Crispin Wride Architectural Design Studios Ltd (CWADS) for the proposed indoor courts at Campden Hill Tennis Club. It should be read with Plan Number P006 Rev.A prepared by Broadway Malyan Architects. The layout shown on that plan complies with the standards set out for the playing of both championship and recreational tennis in the Architects Journal (AJ) Metric Handbook. This is the industry standard reference documents used by Architects and recognised by the Royal Institute of British Architects (RIBA)

Note: These comments are to be read as supplementary to the further Specification to be prepared by the Consulting Engineers for St James Homes. The reference nos. quoted refer to the draft Specification document dated 21 July 98 issued by Broadway Malyan to CWADS.

### VENTILATION

The installation will comply with the current Building Regulations. The Chartered Institute of Building Services Manual, all relevant British Standards and BS Codes of Practice, the requirements of the Fire Officer and the requirements of the Environmental Health Officer.

Air velocity will be in the range of 0.1 to 0.5m/sec and with air change rates of 0.5 changes per hour in winter and 2.0 changes per hour in summer, with median change rates between the season extremes.

### HEATING AND ELECTRICAL SERVICES

Air temperature will be a minimum of 8 degrees C during occupied hours without differential between courts. During unoccupied periods a frost protection level of 1 degree C will be maintained. Later selection will be made between radiant and airborne heating systems, neither of which will intrude into the principal playing areas of the courts.

The Electrical installation will conform with the current edition of the IFF Regulations. One double power socket will be located behind the run back of each court at 600mm above finished floor level.

### LIGHTING (INTERNAL)

The recommendation, prior to detail analysis of the space environment and feedback from Club management, is for a downlight system rather than upright. For a reasonable balance between economy of first cost, and cost in use, the courts will be lit by 8 no. luminaries per court fitted on the longitudinal downstand beams between the courts. This arrangement will minimise interference with play whilst maximising the height of the fittings. The layout of 4 luminaries along each side of each court is an industry standard in the UK for recreational tennis and will achieve the light levels at the court surface recommended by the LTA and others. A minimum of 600 lux with 0.7 Uniformity over the principal playing area (marked out lines) and 500 lux with 0.6 Uniformity over the total playing area will be achieved. The light type will be metal halide with minimal glare characteristics.

## LIGHTING (EXTERNAL)

The existing light system in use by the Club is, it is understood, to be dismantled stored and re-used on 4 no. courts as before

## INTERNAL FINISHES

Walls : Fairfaced blockwork, painted where to be left exposed. Colours to combine with court surface colours, lighting types and Club preferences.

Backdrops : Fire resistant dark green canvas type backdrop, 2 or 3 metres high depending on location; suspended from hard wall surfaces on cantilevered galvanised steel brackets and tensioned stainless steel cables. (Type A). Full height (2 metres) divider screens of dark green canvas as above, suspended on tensioned stainless steel cables and intermediate tubular steel posts (painted or plastic coated at the backs of courts where adjacent to the control access route, green colour coated wire mesh in dark green finish galvanised steel or aluminium frame gates (2m high) at courts access points. (Type B).

At sides of Courts 1 and 4, adjacent to the main access route, the side screening to vary in height from 2 metres (at back of courts at central access route) to 1 metres along the length of the court, angling up to 3 metres height at the back of court adjacent to the end walls; central sections (near the netposts) to have minimum 900mm wide x 1000mm high gates; side screening between access route and court side to be dark green canvas inserts in tubular steel post and rail system (all coated dark green); gates to be of dark green coated wire mesh in a tubular steel frame (also coated or painted dark green). (Type C).

Court Surfacing : To be 2 tone velour carpet type with inset white linos, loose laid on ply base with resilient foam underlay. Colours to be a light/dark combination in greens, blues or reds to Club preference. Carpet type to be subject to competitive tender but similar in performance to VELUELUS by Doe Sports Ltd.

## EXTERNAL FINISHES

To be the same form of artificial surfacing as currently exists (that is at September 1998) or some other form of surfacing of similar quality and performance. The type selected will be subject to a competitive tender. The type is also to be selected prior to the existing surfacing being removed from site.

The boundary and internal screening/fencing to be of the same form and specification as currently exists (that is at September 1998) or some other form of similar quality and performance. The type selected will be the subject of a competitive tender. It will also be selected prior to the existing screening/fencing being removed from site.

APPENDIX 1

9 AUBREY WALK  
LONDON W8 7JH

**CHLTC LIMITED**

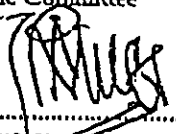
TEL: 0171 727 4050  
FAX: 0171 792 0394

**NOTICE**

NOTICE IS HEREBY GIVEN that an EXTRAORDINARY GENERAL MEETING of CHLTC LIMITED will be held at the Clubhouse, 9 Aubrey Walk, London W8 7JH on 28 July 1998 at 7.00 pm when the following resolution will be proposed as an ORDINARY RESOLUTION:

The Committee is hereby authorised to continue negotiations with Thames Water plc ("Thames") and enter into appropriate agreements with Thames including, but not limited to, the surrender of the Club's current lease dated 7 January 1994, a new lease (or an agreement for a new lease) and other ancillary agreements relating to the proposed redevelopment of the Club's tennis courts (as set out in the Chairman's letter of 10 July 1998).

By order of the Committee

  
.....  
Secretary

10 July 1998

X

**PROXY FORM**

I .....

(Name)

of .....

(Address)

being a member of CHLTC Limited  
hereby appoint the Chairman of the Meeting  
and failing him

of

To vote for me and on my behalf at the Extraordinary General Meeting of CHLTC Limited to be held on 28 July 1998 and at every adjournment thereof and I direct my proxy to vote as follows:

**RESOLUTION**

The Committee is hereby authorised to continue negotiations with Thames Water plc ("Thames") and enter into appropriate agreements with Thames including, but not limited to, the surrender of the Club's current lease dated 7 January 1994, a new lease (or an agreement for a new lease) and other ancillary agreements relating to the proposed redevelopment of the Club's tennis courts (as set out in the Chairman's letter of 10 July 1998).

For      Against

Signature .....

Date .....

1. Proxy Forms have to be deposited at the office, at 9 Aubrey Walk, London W8 7JH not less than 48 hours before the meeting.
2. A proxy must be a full member.
3. If you wish some other person, who must be a full member, to be your proxy, delete the words, "the Chairman of the meeting" and insert the name and address of the person you wish to appoint in the space provided.

APPENDIX 2.

c) Copyright: Unauthorized reproduction prohibited.  
Based on the Ordnance Survey map with the sanction  
of H.M. Stationery Office, licence no. WU298557.



m intervals

Quick Geographic Hardcopy Facility.

Plot centred on (525000,180115), which is in TQ2580SW.

Requested by UMRL, on Fri Jul 24 14:10:10 1998

## INDEX OF ANNEXED APPENDICES

1. Form of CHLTC Resolution
2. Plan showing the east reservoir side edged red and the west reservoir site edged green
3. Plans number P006 Rev.A and specifications for the Court Building
4. The Existing Lease
5. *The New Lease*



APPENDIX 4

38

(Clarks)  
Edg

DATED 27th June 1994 ~~1993~~

THAMES WATER UTILITIES LIMITED

- and -

CHLTC LIMITED

COUNTERPART/  
LEASE

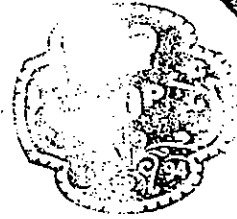
relating to tennis courts and  
9 Aubrey Walk Campden Hill London

LEASING No: TWA 2872

Clarks Solicitors  
Great Western House  
Station Road  
READING  
RG1 1SX  
Ref: JAD/01137/JCS/17.11.93

LEASE dated

27th January 1994



WITNESSES

Definitions

1. In this Lease the following expressions have the following meanings:-

- (a) The Landlord: THAMES WATER UTILITIES LIMITED of Nugent House Vastern Road Reading RG1 8DB
- (b) The Tenant: CHLTC LIMITED of 9 Aubrey Walk Campden Hill London
- (c) The Term: 20 years from 25 December 1991
- (d) The Rent:

for the first year of the Term: £27,500 per year

for the second year of the Term: £32,500 per year

for the third year of the Term: £37,500 per year

for the fourth year of the Term: £40,000 per year

for the fifth year of the Term: £40,000 per year

and thereafter subject to review on 25 December 1996, 25 December 2001, 25 December 2006 and 25 December 2011 ("the Review Dates") as set out in the Second Schedule such rent to be paid in advance by equal quarterly instalments on the usual quarter days the first payment or a proportionate part thereof to be made on the date hereof

- (e) The Permitted Use: use as lawn tennis courts and as to 9 Aubrey Walk ancillary changing rooms and clubhouse

- (f) The Demised Premises: all that land forming the surface of the Landlord's reservoir at Campden Hill and the premises known as 9 Aubrey Walk Campden Hill all of which are shown edged red on the plan annexed ("the Plan") and thereon numbered 1 and hatched red, numbered 2 and hatched green and numbered 3 and hatched blue and which

for the purpose of grant as well as obligation comprise:

- (i) as to the part numbered 1 everything above the waterproof membrane forming part of the roof of the Landlord's reservoir.
- (ii) as to the part numbered 2 the surface layer and the foundations for that surface only
- (iii) as to the part numbered 3 the entire property

~~emises~~  
2. In consideration of the Rent and of the covenants on the part of the Tenant and the agreements and stipulations hereinafter contained the Landlord demises the Demised Premises to the Tenant except and reserving unto the Landlord and all other persons entitled thereto in respect of the adjoining adjacent and neighbouring lands and buildings now or at any time hereafter during the Term belonging to the Landlord ("the Landlord's Premises") or any part thereof:

- ~~Reservations &~~  
~~Reservations~~
- (a) the passage and running of water soil gas electricity and all other services (if any) of whatever kind as heretofore used and enjoyed by the Landlord's Premises through all sewers drains gutters channels pipes cables conduits and conductors of whatever kind (with all ancillary equipment) which may be in under or upon the Demised Premises or any part thereof
  - (b) full right and liberty at any time hereafter to execute any works or erections or carry out any repairs to or alter or rebuild the Landlord's Premises or any part thereof and to use the Landlord's Premises or any part thereof in any manner and for any purposes the Landlord may think fit notwithstanding that the access of light and air to the Demised Premises may thereby suffer interference
  - (c) full right and liberty at any time hereafter to lay construct and use sewers drains gutters channels pipes cables conduits and conductors of whatever kind (with all ancillary equipment) through under or upon the Demised Premises and the right at all reasonable times with materials plant and equipment to enter upon the Demised

Premises to carry out the works aforesaid and also for the purposes of inspecting cleaning repairing replacing and renewing the said sewers drains gutters channels pipes cables conduits conductors (and all ancillary equipment) and also for the purposes of executing repairs or alterations to the Landlord's Premises SUBJECT in each case to giving reasonable prior written notice to the Tenant (save in cases of emergency) and making good all damage done to the Demised Premises by reason of the carrying out of any such works

Habendum  
Reddendum

TO HOLD the Demised Premises (except and reserved as aforesaid) unto the Tenant for the Term paying the Rent therefor yearly and proportionately for any part of a year without any deduction whatsoever (except as authorised notwithstanding any agreement between the parties by any law for the time being in force)

Tenants  
Covenants

3. The Tenant hereby covenants with the Landlord to observe and perform the covenants contained in the First Schedule hereto.

Landlords  
Covenant

4. The Landlord hereby covenants with the Tenant that the Tenant paying the rents hereby reserved and observing and performing the several stipulations on the part of the Tenant herein contained shall peaceably hold and enjoy the Demised Premises during the Term without any interruption by the Landlord or any person rightfully claiming under or in trust for the Landlord.

Provisos

5. Provided always and it is hereby agreed as follows:-

Forfeiture

(a) if the rent hereby reserved or any part thereof shall be unpaid for fourteen days after becoming payable (whether legally demanded or not) or if any covenant on the Tenant's part herein contained shall not be performed or observed or if the Tenant shall have any execution levied on his property or if the Tenant (being an individual) shall become bankrupt or make any composition with creditors or if the Tenant (being a Company) shall enter into liquidation whether compulsory or voluntary (except for the purpose of amalgamation or reconstruction of a solvent company) or have an administrative receiver

appointed or an administration order is made in respect of it then and in any of the said cases it shall be lawful for the Landlord at any time thereafter to 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 either party in respect of any breach of the covenants herein contained

interest on  
rents

(b) if the rent hereby reserved or any part thereof shall be unpaid for fourteen days after becoming payable (whether legally demanded or not) or if any sum due from the Tenant shall remain unpaid for fourteen days after becoming due then the Tenant shall pay by way of further rent interest on the sum outstanding from the date it became due until payment at a rate of 4% over Lloyds Bank PLC Base Rate for the time being

(c) if the Landlord's Surveyor or a member of its operational staff shall certify in a notice in writing to the Tenant that for operational reasons it is requisite to suspend the use and occupation of any part or the whole of the Demised Premises then the Tenant's right under this Lease to use and occupy such part or the whole of the Demised Premises shall cease and the Tenant shall have no right to go or be thereon until such time as the Landlord's Surveyor shall certify that such part or the whole is again available for occupation and use. Except in case of emergency the Landlord shall use all reasonable endeavours to ensure that not less than 14 days notice is given of such events. The Landlord shall not be liable (subject to the provisions of the sub-clause next following) to pay any form of compensation to the Tenant as a result of any period of non use or non occupation under this sub-clause

suspension  
of Rent

(d) if the Demised Premises or any part thereof shall be unavailable for use and occupation pursuant to sub-clause (c) hereof then payment of the Rent or a fair and just proportion thereof according to the nature and extent of such unavailability shall be suspended for the period of non-use and non-occupation pursuant to the notice served

by the Landlord's Surveyor or a member of its operational staff

Accidents

(e) the Landlord shall not be responsible to the Tenant or the Tenant's visitors invitees employees licensees or agents or other persons in or near the Demised Premises for any accident happening or injury suffered or damage to or loss of any chattel or property sustained in or near the Demised Premises or in or outside any building of which the Demised Premises form part howsoever caused and the Tenant shall indemnify the Landlord against all such matters and all claims and costs in respect thereof

Value Added  
Tax

(f) the rents and all other sums payable under this Lease are exclusive of Value Added Tax and the Tenant shall pay Value Added Tax thereon at the rate for the time being in force as if the same were part thereof

Excluding  
1954 Act  
Compensation

(g) if the Tenancy hereby granted is within Part II of the Landlord and Tenant Act 1954 then subject to the provisions of Sub-section (2) of Section 38 of that Act neither the Tenant nor any assignee or under-lessee of the Term or of the Demised Premises shall be entitled on quitting the Demised Premises to any compensation under Section 37 of that Act

Service of  
Notices

(h) the regulations as to service of notices contained in Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 shall be deemed to be incorporated herein for the purpose of service of all notices hereby or by statute authorised to be served

No Waiver

(i) neither the acceptance of rent nor any other act or omission of the Landlord shall waive or be deemed to waive any breach of covenant on the part of the Tenant whether or not the same be capable of remedy Provided that the Landlord may waive any such breach by written notice to or agreement in writing with the Tenant

Definitions  
and  
Inter-  
pretation

(j) the expression "the Landlord" where the context so admits shall include the person from time to time entitled in reversion immediately expectant on the

Term

- (k) the expression "the Tenant" where the context so admits shall include persons deriving title under the Tenant
- (l) covenants made by any party shall be joint and several if more than one person is comprised in that party
- (m) references to any Statute shall be deemed to refer to any statutory modification or re-enactment for the time being in force
- (n) the marginal notes are for convenience only and shall not affect the construction or meaning of any clause or affect the rights and liabilities of the parties hereto.

6. Pursuant to an order of the [ *Reading* ] County Court dated *27th January 1994* 1992 under the provisions of Section 38(4) of the Landlord and Tenant Act 1954 ("the Act") as amended the provisions of Sections 24 to 28 (inclusive) of the Act are excluded from this Lease.

7. The Landlord may at any time during the Term terminate this Lease by giving to the Tenant not less than six months notice in writing.

THE FIRST SCHEDULE

- (1) (a) To pay the said rents hereby reserved on the days and in manner aforesaid by bankers standing order or such other means as the Landlord may reasonably require.
- (b) During the first five years of the Term to pay to the Landlord as additional rent the sum of £10,000 per year payable by equal quarterly instalments in advance on the usual quarter days, the first payment or a proportionate part to be made on the date hereof PROVIDED THAT if this Lease is terminated within the first five years of the Term the balance of the £50,000 then outstanding shall immediately become due and payable to the Landlord.

(2) To defray (or in the absence of direct assessment on the Demised Premises to repay to

Security of Tenure

Termination

Tenants Covenants

Rent

Goings

the Landlord a fair proportion to be conclusively determined by the Landlord of) all existing and future rates assessments charges and outgoings of every kind and description payable by law in respect of the Demised Premises or any part thereof or any greater premises of which the Demised Premises form part by the owner landlord tenant or occupier thereof.

services

(3) To pay to the suppliers thereof all charges for gas electricity oil steam telephone and other services (including meter rents and standing charges if any) consumed on or relating to the Demised Premises.

repair

(4) At all times to keep the Demised Premises and the appurtenances thereof including the doors plate glass and other windows fixtures fittings fastenings wires waste water drain and other pipes and sanitary and water apparatus therein and boundary walls fences gates or other features thereof and the painting papering and decoration thereof in good and substantial repair and condition and in a clean and tidy condition throughout the Term and to renew and replace from time to time the whole or any part of the Demised Premises and any Landlord's fixtures fittings and appurtenances which may become or be beyond repair at any time during or at the expiration or sooner determination of the Term and without prejudice to the generality of the foregoing covenant to clean all plate glass and other windows in the Demised Premises at least once in every month and to notify the Landlord in writing forthwith if any defect shall appear in premises which it is not the Tenant's duty to repair.

Decorate Externally

(5) To paint all the external parts of the Demised Premises heretofore or usually painted with two coats at least of suitable paint in a workmanlike manner during the fifth tenth fifteenth and final year of the Term and in the last year of the tenancy howsoever terminating using colours previously approved in writing by the Landlord.

Decorate Internally

(6) To paint all the internal parts of the Demised Premises heretofore or usually painted with two coats at least of suitable paint and immediately after each such internal painting suitably to decorate and paper all such parts as have previously been so dealt with or ought properly to be so treated in a workmanlike manner during the seventh fourteenth and final year of the Term and in the last year of the tenancy howsoever terminated using colours



materials and finishes previously approved in writing by the Landlord.

~~Alterations~~

(7) Not to make any alterations or additions to the Demised Premises or any part thereof nor to commit or permit or suffer any waste spoil or destruction in or upon the Demised Premises nor to cut injure or remove any part of the Demised Premises or of the roofs walls timbers wires pipes drains appurtenances fixtures or fittings thereof without the previous consent in writing of the Landlord not to be unreasonably withheld or delayed.

~~Statutes~~

(8) At all times during the said term to do and execute or cause to be done and executed all such works and to do all such things as under or by virtue of any Act or Acts of Parliament now or hereafter to be passed and bye-laws rules and regulations thereunder are or shall be directed or necessary to be done or executed upon or in respect of the Demised Premises or any part thereof or in respect of the Tenant's user thereof by the owner landlord tenant or occupier thereof and at all times save harmless and keep indemnified the Landlord against all claims and liability in respect thereof and to pay all costs charges and expenses incurred by the Landlord in abating a nuisance and executing all such works as may be necessary for abating a nuisance or for doing and executing all such works or things in connection with the Demised Premises in obedience to a notice served by or requirement of a competent authority.

~~Among and~~  
Party  
~~Structures~~

(9) To pay and contribute a fair proportion (to be reasonably determined by the Landlord) of the expenses incurred in respect of constructing repairing rebuilding painting decorating and cleansing all party walls and fences and all gutters sewers drains channels sanitary apparatus pipes wires passageways stairways entrance ways roads pavements and other parts of buildings and things the use of which is common to the Demised Premises and to other premises or of any works thereto as under or by virtue of any Act or Acts of Parliament now or hereafter to be passed and bye-laws rules and regulations thereunder are or shall be directed or necessary to be done or executed such expenses to include a similar proportion of the Landlord's surveyor's and solicitor's fees.

Right of  
Entry

(10) To permit the Landlord and the Agents of the Landlord with workmen and others at all reasonable times during the Term (upon

reasonable previous written notice save in cases of emergency and the Landlord making good any damage done) to enter the Demised Premises:-

- (a) to execute any works of renewal cleansing alteration or repair to any adjacent or neighbouring premises or to the structure of any building of which the Demised Premises form part and so far as any defects remedied or works done by the Landlord may be included in the Tenant's covenants to repair hereinbefore contained then the costs thereof shall be a debt due from the Tenant to the Landlord and be forthwith recoverable by action
- (b) to take inventories and view the condition and user of the Demised Premises and upon notice being served by the Landlord the Tenant shall repair renew rebuild or reinstate in accordance therewith within three months after such notice or earlier if requisite so far as the Tenant is liable under this Lease
- (c) to show the Demised Premises to prospective purchasers thereof and (within six months of the expiry of the Term) to prospective lessees thereof and to fix a notice board to a prominent part thereof.

Dangerous  
Articles

(11) Not to store or bring upon the Demised Premises any articles of a specially combustible inflammable explosive poisonous or dangerous nature and not to do or permit anything by reason whereof any insurance effected on the Demised Premises may become void or voidable or whereby the rate of premium thereon may be increased and to comply with all recommendations of the insurers as to fire precautions relating to the Demised Premises.

Nuisance

(12) Not to do cause permit or suffer upon the Demised Premises anything which in the Landlord's opinion may be or become a nuisance or annoyance or cause damage to the Landlord or to the tenants or occupiers of any other premises of the Landlord and the owners tenants or occupiers of any neighbouring premises or injurious to the value tone amenity or character of the Demised Premises or any such other premises.

Permitted

(13) To use and occupy the Demised Use

Premises for the Permitted Use only

~~Residential~~  
Use

(14) Not to permit or suffer the Demised Premises or any part thereof to be used for residential purposes.

~~Industries~~

(15) To be responsible for and to keep the Landlord fully indemnified against all damage damages losses costs expenses actions demands proceedings claims and liabilities made against or suffered or incurred by the Landlord arising directly or indirectly out of:-

- (a) any act omission or negligence of the Tenant or any person present in or on the Demised Premises save those present at the request of the Landlord
- (b) any damage to any property or the death of or injury to any person arising out of the use of the Demised Premises by the Tenant
- (c) any damage to any Property (including without limitation plant cable conduit pipes mains and any other equipment) situated in on under or over the Landlord's Premises or its adjoining premises arising out of the use of the Demised Premises by the Tenant
- (d) any breach or non-observance by the Tenant of the covenants conditions or other provisions of this Lease.

~~Make good~~  
Landlord's  
Premises

(16) To make good or at the option of the Landlord to pay to the Landlord the cost of making good any loss or damage suffered by or caused to the Landlord's Premises arising out of the use of the Demised Premises by the Tenant.

~~Assignment~~

- (17) (a) Not to assign underlet transfer share or part with the possession of part only of the Demised Premises.
- (b) Not to underlet or share or (subject to sub-clause (c) below) transfer or part with the possession of the whole of the Demised Premises.
- (c) Not to assign the whole of the Demised Premises without the previous written consent of the

Landlord not to be unreasonably withheld

Registration

(18) Within 28 days after every assignment underlease assignment of any underlease mortgage charge transfer disposition or devolution of the Demised Premises or any part thereof to give notice thereof in duplicate to the Landlord's solicitor and to produce to him the original of the instrument or instruments (including any relevant Probate Letters of Administration or Assent) and also to deliver to the same solicitor for retention by the Landlord a copy thereof.

Insurance

(19) To insure and keep insured in the full reinstatement value at least the Demised Premises against loss or damage by fire and such other risks as are normally covered by a comprehensive policy of insurance and such other risks as the Landlord shall reasonably require in the joint names of the Tenant and the Landlord in some insurance office of repute and to pay all premiums necessary for the above purpose within seven days of the same becoming due and to produce to the Landlord or its agents on demand the policy of such insurance and the receipt for the last premium and in the case of destruction or damage to the Demised Premises or any part thereof from any cause covered by such insurance to lay out all monies received in respect of such insurance (other than monies received for architects' and surveyors' fees and for demolition and clearance expenses) in rebuilding and reinstating the Demised Premises and to make up any deficiency out of the Tenant's own money PROVIDED THAT if the Tenant shall at any time fail to keep such insurance on foot the Landlord may do all such things necessary to effect and maintain such insurance and any monies expended by the Landlord for that purpose shall be recoverable from the Tenant on demand.

Advertisements

(20) Not without the previous consent in writing of the Landlord to erect fix place or display or permit or suffer to be erected fixed placed or displayed or continue to be in upon or from any part of the Demised Premises any advertisement or advertisement board or sign or anything whatsoever in the nature of an advertisement other than sign-boards of a reasonable size setting forth the name of the Tenant upon the Demised Premises and subject as aforesaid forthwith upon the written demand of the Landlord to remove or cause to be removed any advertisement which may without such previous consent in writing as aforesaid

have been erected fixed placed or displayed or be in or upon any part of the Demised Premises.

Planning

(21) At all times during the Term to comply in all respects with the provisions and requirements of the Town and Country Planning Act 1990 and all regulations or orders made thereunder whether as to the permitted user of the Demised Premises or otherwise and to indemnify and keep indemnified the Landlord against all actions proceedings costs expenses claims and demands in respect of such matters.

Notices

(22) Within seven days of the receipt of notice of the same to produce to the Landlord any permission notice order or proposal for a notice or order made given or issued to the Tenant by any government department local or public authority under or by virtue of any statutory powers in respect of the Demised Premises without delay to take all reasonable or necessary steps to comply with any such notice or order so far as the Tenant is liable under this Lease and also at the request of the Landlord to make or join with the Landlord in making such objections or representations against or in respect of any such notice order or proposal as aforesaid as the Landlord shall deem expedient.

Planning  
Applications

(23) (a) Not to make any application for Planning Consent in respect of the Demised Premises or any part thereof without the consent in writing of the Landlord.

(b) Not to raise any objection to any application for Planning Consent made by the Landlord in connection with the Landlord's Premises

Landlord's Terms

(24) To comply with such terms and conditions as the Landlord's Director of Operations shall for operational reasons notify to the Tenant from time to time.

Yield Up

(25) At the expiration or sooner determination of the Term to yield up the Demised Premises and all additions thereto and all Landlord's fixtures therein in such repair and condition as shall be in accordance with the covenants hereinbefore contained.

Fees

(26) To pay to the Landlord all solicitors' costs and surveyors' fees incurred by the Landlord attendant upon or incidental to:-

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- (a) Every application made by the Tenant for a consent or licence hereinbefore required or made necessary whether the same be granted or refused or proffered subject to qualification or condition or whether the application be withdrawn including (in the case of a licence to assign or underlet) a reasonable fee for registration of the assignment or underlease
- (b) The preparation and service of a notice under Section 146 of the Law of Property Act 1925 or incurred in or in contemplation of proceedings under Sections 146 or 147 of that Act notwithstanding in any such case forfeiture is avoided otherwise than by relief granted by the Court
- (c) The preparation and service of all notices and schedules relating to wants of repair of the Demised Premises whether the same be served during or after the expiration or sooner determination of the Term
- (d) The recovery or preparations for or attempts at recovery of any rent in arrear or other payment due from the Tenant or any Surety
- (e) Any breach of covenant on the part of the Tenant
- (f) Any registration under paragraph (18) hereof
- (g) The grant of this Lease and the stamp duties thereon and a counterpart thereof including the costs of the application to the [ *Reading* ] County Court for the order referred to in Clause 6 hereof

#### THE SECOND SCHEDULE

(1) The amount of the Rent to be payable after any Review Date (hereinafter called "the New Rent") shall be whichever shall be the greater of

- (a) the rent payable during the period immediately before the Review Date increased (but not reduced) by the same proportion as the Retail Price Index shall have increased between the figure

Rent Review  
New Rent

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last published before 25 December 1991 (in the case of the review on 25 December 1996) or before the date of the immediately previous Review Date (in any other case) and the figure last published before the Review Date ("the Base Rent") and

- (b) a rent equal to 2% of the capital value of the Demised Premises on the basis that the same had planning consent and was immediately available for development at a density of seventy five habitable rooms per acre without any offsite infrastructure works being necessary

~~Agreement~~

- (2) The New Rent may be agreed in writing between the Landlord and the Tenant at any time.

~~Independent  
Surveyor~~

- (3) If such agreement has not been made six months before the Review Date the Landlord may at any time thereafter require an independent surveyor (hereinafter called "the Surveyor") to be appointed to determine the New Rent. The Surveyor shall be a Chartered Surveyor with a minimum of ten years experience in the area of properties used for residential development in the western area of Greater London and may be nominated by agreement between the Landlord and the Tenant or in default of agreement shall be appointed by the President for the time being of the Royal Institution of Chartered Surveyors on the application of either party.

~~resident  
Not  
Available~~

- (4) If the said President shall not be available or be unable or unwilling to make such appointment the appointment shall be made by the Vice-President or next senior officer of the said Institution then available able and willing to make such appointment or if no such officer of the said Institution shall be so available able and willing by such officer of such professional body of surveyors as the Landlord shall designate and any reference hereinafter to the said President shall be deemed to include a reference to such Vice-President or other officer.

~~Notice of  
Appointment~~

- (5) Notice in writing of his appointment by the said President shall be given by the Surveyor to the Landlord and to the Tenant inviting each to submit in writing within a specified period (which shall not exceed four weeks) an estimate of the current market rental accompanied if desired by a statement of reasons.

APPENDIX 5

DATED \_\_\_\_\_ 199

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[KENNET PROPERTIES LIMITED/THAMES WATER DEVELOPMENTS LIMITED]

- to -

**CHLTC LIMITED**

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Agreed Draft

**LE A S E**

- of -

land and building at Aubrey Walk Campden London

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TERM COMMENCES: [ 19 ]

LENGTH: 33 yrs.

EXPIRES: [ ]

RENT: £50,000 per annum (subject to review)

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Thames Water Property  
Gainsborough House  
Manor Farm Road  
Reading  
Berkshire  
RG2 0JN



THIS LEASE made the            day of            One thousand nine hundred and ninety

BETWEEN:-

- (1) [KENNET PROPERTIES LIMITED/THAMES WATER DEVELOPMENTS LIMITED] whose registered office is at Gainsborough House Manor Farm Road Reading Berkshire RG2 0JN (hereinafter called "the Landlord" which expression shall include the person from time to time entitled to the reversion expectant on the term hereby granted)
  
- (2) CHLTC LIMITED whose registered office is at 9 Aubrey Walk, London, W8 7JH (hereinafter called "the Tenant")

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