

2291

DATED May 19<sup>th</sup> 1965

THE MAYOR ALDERMEN AND BURGESSES OF  
THE BOROUGH OF MARGATE

- to -

BERNARD SUNLEY INVESTMENTS (MARGATE)  
LIMITED

Cowick  
LEASE

relating to the Casino Site Margate in  
the County of Kent.

Term: 199 years from 1st October 1961  
Rent: £7,500 per annum

Y.S.M.

*Ray Cowick*

Memorandum. By a Deed of Charge dated 1st February 1966 made between Bernard Sunley Investment Trust Limited of the first part in 'Subsidiary Charging Companies' (including Bernard Sunley Investments (Margate) Limited) of the second to the seventh parts and Eagle Star Insurance Company Limited of the eighth part the property comprised in the within-written lease was with other property charged by way of first legal mortgage to the said Eagle Star Insurance Company Limited with the payment to the said Company of the principal premium (if any) of and interest on the Stock and of all other moneys intended to be received by the Principal Deed and Supplemental Deeds therein referred to.

copy

THIS LEASE made the Nineteenth day of May thousand nine hundred and Sixty Five BETWEEN THE MAYOR ALDERMEN AND BURGESS



OF THE BOROUGH OF MARGATE (hereinafter called "the Lessor" which expression where the context admits or requires shall include their successors and assigns) of the one part and BERNARD SUNLEY INVESTMENTS (MARGATE) LIMITED whose registered office is situate at Berkeley Square House Berkeley Square London W.1. (hereinafter called "the Lessee" which expression where the context admits or requires shall include their successors and assigns) of the other part

WITNESSETH as follows:-

1. IN consideration of the expense incurred by the Lessee in erecting the buildings and constructing the works hereinafter mentioned on the land hereby demised and of the rents and covenants hereinafter reserved and contained and on the part of the Lessee to be paid observed and performed the Lessor HEREBY DEMISES unto the Lessee ALL THAT piece or parcel of land in the Borough of Margate in the County of Kent abutting to the north to the private forecourt adjoining Marine Terrace in the ownership of the Lessor to the west to All Saints Avenue to the east to land now in the ownership of Margate Estates Company Limited and to the south to land now in the ownership of the British Transport Commission as the same comprises an area of 4.49 acres or thereabouts and is for the purpose of identification only more particularly delineated on the plan annexed hereto and marked "A" and thereon coloured pink TOGETHER with the buildings and works recently erected or constructed thereon or on some part thereof (which said piece or parcel of land with the buildings and works thereon is hereinafter referred to as "the premises") EXCEPT AND RESERVING unto the Lessor and the Lessor's successors in title

Exceptions and Reservations

- (i) full right and liberty at any time hereafter and from time to time to execute works and erections upon the neighbouring land of the Lessor in such manner as the Lessor may decide notwithstanding any interference with the access of light or air to the premises or any part thereof
- (ii) full right and liberty at all reasonable times to enter upon the premises to view the state and condition of and to repair and maintain adjoining roadways or adjoining works the Lessor causing as little interference as possible with the Lessee and making good all damage and disturbance so caused to the premises
- (iii) the free right of uninterrupted passage and running of water and soil from and to all other lands of the Lessor and the Lessor's tenants through the gutters pipes and sewers drains and water courses which are now or may hereafter during the term hereby granted be in or under the premises and to make communications with such gutters pipes sewers drains and water courses or any of them for the purpose of exercising such right

(iv) full right and liberty at all times during the term hereby granted for the Lessor and the Lessor's assigns and officers servants agents or licensees to pass with or without vehicles laden or unladen over and along so much of the premises as may be necessary to inspect lay maintain replace or relay electricity cables post office cables gas mains water mains sewers drains and all other services to any neighbouring or adjoining land or premises of the Lessor which right and liberty shall include the right to erect maintain renew or replace electric street lighting fittings on such adjoining or neighbouring land or premises and the right to lay maintain replace or relay electric cables thereto and such conduits as may be necessary under over or across the premises making good all damage and disturbance occasioned thereby at its own expense

To pay rates and taxes

TO HOLD the premises unto the Lessee from the First day of October One thousand nine hundred and sixty one for the term of One hundred and ninety nine years YIELDING AND PAYING unto the Lessor therefor during the said term the rent of SEVEN THOUSAND FIVE HUNDRED POUNDS (£7,500) per annum clear of all deductions to be paid by equal quarterly payments in advance on the Thirty first day of March the Thirtieth day of June the Thirtieth day of September and the Thirty first day of December in each year the first of such quarterly payments or a due proportion thereof to become payable on the First day of October One thousand nine hundred and sixty one PROVIDED that the rental payable during the first two years of the said term shall be Three thousand pounds (£3,000) in accordance with Clause 1 of an Agreement made between the Lessor and the Lessee dated 17th October 1961 AND ALSO YIELDING AND PAYING unto the Lessor on demand by way of additional rent a sum equal to all such sums as the Lessor may from time to time pay for insuring and keeping insured the premises against loss or damage by fire in case the Lessee shall make default in insuring or keeping insured the premises pursuant to the covenant hereinafter contained

To insure

Incidents and Restrictions

2. IT IS HEREBY AGREED by and between the parties hereto as follows:-

- (i) the Lessee shall hold the premises during the said term subject to and with the benefit of the Incidents and Restrictions referred to in the First Schedule hereto (hereinafter referred to as the "Incidents and Restrictions") so far as the same are still subsisting and capable of taking effect and the Lessee shall be deemed to have express notice thereof
- (ii) the Lessee shall during the continuance of the said term observe and perform all the covenants and obligations arising under the Incidents and Restrictions and shall indemnify the Lessor against all actions claims and liability in respect of any breach or non-observance of any of the said covenants and obligations.

Lessee's covenants. 3. THE Lessee HEREBY COVENANTS with the Lessor in manner following that is to say

To pay rent

- (i) during the continuance of the term hereby granted to pay the said yearly rent hereinbefore reserved and made payable at the times and in the manner

at and in which the same is hereinbefore reserved and made payable without any deduction -

To pay rates and taxes

(ii) from time to time and at all times during the said term to pay and discharge all rates taxes duties charges assessments impositions and outgoings whatsoever (whether Parliamentary parochial local or of any other description) which are now or may at any time hereafter be assessed charged or imposed upon or payable in respect of the premises or by the owner or occupier in respect thereof and an apportioned part of any rates taxes duties charges assessments and outgoings of the nature hereinbefore mentioned which are now or may at any time hereafter be assessed charged or imposed upon the premises together with other property or on the owners or occupiers of the premises and other property Tithe Redemption Annuity and Land Tax and the Lessor's Landlord's Property Tax (if any) only excepted -

To insure

(iii) to insure and keep insured the premises at all times during the said term against loss or damage by fire storm or tempest subsidence and aircraft to the full cost of reinstatement thereof (including professional fees) to be determined from time to time by the Borough Engineer and Surveyor for the time being of the Lessor (hereinafter called "the Borough Engineer") in a well established office to be approved of in writing by the Lessor (such approval not to be unreasonably withheld) in the joint names of the Lessor and the Lessee and of any other persons having an interest in the premises and to pay all premiums necessary for that purpose within the usual days of grace after the same shall become due and to produce to the Lessor the policy or policies of such insurance and each year as received the receipt for the annual premium for every such insurance and as often as the premises or any part thereof shall be destroyed or damaged as aforesaid to pay all moneys received into a joint account at a bank to be nominated by the Lessor and without undue delay but subject to the necessary labour and materials being procurable to rebuild and reinstate the same to the reasonable satisfaction of the Borough Engineer and in accordance with plans and elevations approved by the Lessor as owner of the freehold (such approval not to be unreasonably withheld) it being hereby agreed that all moneys to be received by virtue of any such insurance as aforesaid shall be applied so far as the same shall extend in so rebuilding and reinstating the premises and in case the same shall be insufficient for that purpose then the Lessee if so required in writing by the Lessor shall make up the deficiency out of the Lessee's own money and if any question shall arise between the Lessor and the Lessee or the Borough Engineer and the Lessee as to the approval of the plans such question shall on the application of either party be referred to arbitration in accordance with the provisions of Clause 8 hereof PROVIDED that in respect only of the insurance against damage by subsidence to be

effected hereunder the Lessee shall be permitted to maintain a policy of insurance under the provisions of which the Lessee shall bear the first Two thousand five hundred pounds (£2,500) of each and every claim PROVIDED FURTHER that if any of the premises shall not be kept insured as aforesaid the Lessor may insure the same and pay the premiums and the amounts thereof shall be repaid by the Lessee and in the meantime shall be a charge on the premises and be recoverable either by action or by distress as for rent in arrear

To insure plate glass

(iv) forthwith to insure and keep insured against loss or damage by accident all plate glass windows in the premises to the full value thereof in a well established office to be approved of in writing by the Lessor (such approval not to be unreasonably withheld) and whenever required to produce to the Lessor the policy of such insurance and the receipt for the last due premium payable in respect thereof and in case the said plate glass windows or any of them shall be destroyed or damaged by accident then and as often as the same shall happen all moneys received in respect of such insurance shall with all convenient speed be laid out in reinstating the same with glass of the same nature quality and thickness as at present

To pay proportion of repairing party walls and drains

(v) to pay a reasonable proportion of the expense of repairing and maintaining all party walls or fences and all pipes sewers drains water courses or other easements used or to be used in common by the occupiers of the premises and the occupiers of any adjoining or neighbouring premises

To repair

(vi) well and substantially to repair and keep in tenable repair the premises and every part thereof and all other buildings and erections which at any time during the said term may be upon any part of the premises

To paint

(vii) once in every fourth year of the said term to paint in a workmanlike manner with at least one undercoat and one gloss coat of first quality paint all the external woodwork ironwork and other parts of the premises usually so treated and once in every seventh year of the said term to clean down paint varnish paper or colour in like manner all the inside of the premises usually painted varnished papered or coloured

Public to have use of roads and pathways

(viii) to permit members of the public to use the roads pathways and ramps on the premises for the purpose of visiting the shops and other buildings thereon open to the public as well as for the purpose of access to any coach or car parking area provided either generally for the public or for patrons of the shops or other buildings or facilities on the premises

To deliver up

(ix) at the expiration or sooner determination of the said term quietly to yield up to the Lessor the premises duly painted repaired cleansed maintained and kept in accordance with the covenants in that behalf hereinbefore contained together with all additions and improvements made thereto in the meantime and all fixtures of every kind in or upon the premises or which during the said term may be affixed or fastened to or upon the same (except

<p>To permit entry</p>	<p>tenants' or trade fixtures) safe undefaced and fit for use</p> <p>(x) to permit the Lessor and the Lessor's officers servants or agents with or without workmen and others at least twice in every year during the said term at reasonable hours in the daytime to enter upon the premises and every part thereof to view the state and condition of the same and of all defects decays and wants of reparation there found to give notice in writing to the Lessee</p>
<p>To repair after notice</p>	<p>(xi) within two months next after every such notice as aforesaid to commence (as expeditiously as possible) completely to repair well and substantially and make good all such defects decays and wants of reparation to the premises at the Lessee's cost absolutely</p>
<p>Not to make alterations without consent</p>	<p>(xii) not at any time during the said term without the previous consent in writing of the Lessor as Lessor (such consent not to be unreasonably withheld) in addition to any permission or approval required by statute or by byelaws to put up or erect or suffer to be put up or erected any building or erection nor to make or permit or suffer to be made any structural alteration or addition to any building or erection whatsoever in or upon the premises or any part thereof or any access to the adjoining roads</p>
<p>Not to instal shop front nor to exhibit any sign or advertisement without approval</p>	<p>(xiii) not to erect or instal or cause or permit or suffer to be erected or installed in any part of the premises any shop front nor to affix or permit or suffer to be affixed or exhibited to or upon any part of the exterior of the premises or of the external walls rails or fences thereof any placard poster signboard fascia or other advertisement except such as shall be approved in writing by the Borough Engineer such approval not to be unreasonably withheld</p>
<p>Not to hang goods</p>	<p>(xiv) not to hang or permit or suffer to be hung any goods or articles of any kind outside the premises or any part thereof or over any footpath nor to exhibit any goods outside the premises or any part thereof</p>
<p>Not to hold auction</p>	<p>(xv) not to hold or permit or suffer to be held any sale by auction on the premises or any part thereof</p>
<p>Not to assign</p>	<p>(xvi) (a) not to assign this Lease nor the residue unexpired thereof at any time either in respect of the premises or any part thereof without the consent of the Lessor first had and obtained such consent not to be unreasonably withheld</p> <p>(b) within one month of every assignment or vesting or parting with possession or underlease of the premises or any part thereof to give notice of such fact to the Lessor stating the date of and parties to every instrument or document evidencing the same or the circumstances giving rise thereto if the same is brought about by no instrument in writing</p>
<p>Not to carry on noxious or offensive trade or to do anything to increase rate of insurance</p>	<p>(xvii) not to carry on or permit or suffer to be carried on upon the premises or any part of the premises any noxious offensive or noisy trade business or</p>

manufactory or occupation or use or permit or suffer the premises or any part thereof to be used for any illegal or immoral purpose or so as to cause nuisance annoyance or inconvenience to the Lessor or the owner lessee or occupier of any adjoining or neighbouring premises in particular not to use the same or permit or suffer the same or any part thereof to be used for the purposes of a fried fish shop pet shop or cat or dog meat shop nor to do or permit or suffer to be done upon the premises anything which may invalidate any insurance or render any increased or extra premium payable for the insurance of the premises as provided in Clause 3(iii) hereof \_\_\_\_\_

To indemnify Lessor against claims etc.

(xviii) to keep the Lessor indemnified against all actions proceedings costs claims demands and liability of whatsoever nature which but for the erection use or future alteration of the buildings and works erected or constructed on the premises would not have arisen \_\_\_\_\_

Permitted user

(xix) not without the Lessor's previous written consent such consent as Lessor not to be unreasonably withheld to use the respective parts of the premises or permit or suffer the same to be used for any purpose other than that specified in the Second Schedule hereto \_\_\_\_\_

Public access

(xx) during the whole of the term hereby granted to keep open and make available for use by the public upon reasonable terms the coach and car parking facilities and public lavatories now existing upon the premises PROVIDED NEVERTHELESS should at any time during the term hereby granted the said coach and car park facilities and/or public lavatories become unnecessary or are no longer required through any change of circumstances so that a change of user is deemed necessary or advantageous then and in such case this Clause may be varied by mutual agreement upon written notice given by the Lessee to the Lessor \_\_\_\_\_

Not to stop up windows or permit new lights

(xxi) not to stop up or darken or obstruct any windows or lights belonging to the premises nor to permit any new window light opening doorway path passage drain or other encroachment or easement to be made into against or upon the premises which might be or grow to the damage or annoyance or inconvenience of the Lessor and if any such window light opening doorway path passage drain or other encroachment or easement shall be made or attempted to be made the Lessee shall give immediate notice thereof to the Lessor and shall at the request of the Lessor adopt such means as may reasonably be required or deemed proper for the prevention of any such encroachment or acquisition of any such easement \_\_\_\_\_

To permit entry to take inventory

(xxii) during the last seven years of the term hereby granted to permit the Lessor and its officers servants or agents to enter upon the premises at all reasonable times during the daytime for taking schedules or inventories of the fixtures and things to be yielded up at the expiration of this Lease \_\_\_\_\_

and at any time during the term hereby granted upon reasonable notice being given to the Lessee to permit any prospective lessee or purchaser to view the premises in the event of the Lessor being minded at any time to part with its reversion or any part thereof in the premises or any part thereof \_\_\_\_\_

To permit Lessors to lay down drains and gas and water pipes in connection with the adjoining property

(xxiii) to permit the Lessor or any person or persons by the Lessor authorised in that behalf to enter upon the premises for the purpose of constructing laying down altering repairing cleansing emptying or maintaining any sewers water courses gutters drains water pipes electric or telegraph cables or gas or hydraulic pipes in connection with or for the accommodation of any adjoining or neighbouring property doing as little damage as may be to the premises and at its own expense in all things restoring the premises without any unreasonable delay but without making compensation for any temporary damage or inconvenience to the Lessee \_\_\_\_\_

To maintain amenity

(xxiv) to keep the premises and every part thereof including any land not within a fully enclosed building and particularly any open space between any buildings in a clean and tidy condition free from noxious weeds deposits of materials or refuse and generally will maintain a good clean and tidy appearance to the buildings open spaces and courtyards and ways in and about the same and will not bring or keep or suffer to be brought or kept upon the premises or any part thereof anything which is or may become in the opinion of the Lessor untidy unclean unsightly or in any way detrimental to amenity either of the premises or of the neighbourhood and will within one month comply with the requirements of any written notice to restore the amenity as aforesaid and in the event of the Lessee failing to comply with such notice the Lessor shall be entitled to enter upon the premises and carry out any works necessary to comply with such notice and to recover the cost thereof from the Lessee \_\_\_\_\_

Cost of notices

(xxv) to pay all expenses (including solicitors' costs and surveyors' fees) incurred by the Lessor of and 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 \_\_\_\_\_

To conform with Town and Country Planning Acts

(xxvi) not to do or suffer to be done or omitted any act matter or thing in on or respecting the land and premises hereby demised required to be done or omitted (as the case may be) by the Town and Country Planning Acts 1947 to 1962 or any statute regulation or order relating to town planning for the time being in force or which shall contravene the provisions of the said Acts regulations or orders nor without the consent in writing of the Lessor to alter or permit the alteration of the existing use within the meaning of the said Acts of the land and premises hereby demised and at all times hereafter to indemnify and keep indemnified the Lessor against



all actions proceedings costs penalties expenses claims and demands in respect of any such act matter or thing contrary to the said provisions of the said Acts regulations or orders or altering the said existing use of the premises hereby demised or any of them as aforesaid

Non-payment of rent

4. IF the said rent hereby reserved or any part thereof shall be unpaid for the space of twenty-one days next after any of the days hereinbefore appointed for payment thereof (whether the same shall have been legally demanded or not) or if default shall be made in the performance or observance of any of the covenants stipulations conditions or agreements on the part of the Lessee herein contained or if the Lessee shall enter into liquidation whether compulsory or voluntary (except for the purposes of reconstruction amalgamation or other similar purposes not involving a realisation of assets) or suffer its goods to be taken in execution then and in any such case it shall be lawful for the Lessor or any person or persons authorised by them in that behalf into and upon the premises or any part thereof in the name of the whole to re-enter and the same to have again repossess and enjoy as in their first and former estate anything herein contained to the contrary notwithstanding and thereupon the term hereby created shall cease but without prejudice to any right of action or remedy of the Lessor in respect of any antecedent breach of any of the covenants stipulations conditions or agreements on the part of the Lessee hereinbefore contained.

Power of distress

5. IF any part of the said rent shall be in arrear for twenty-one days whether legally demanded or not it shall be lawful for the Lessor to enter into and upon the premises or any part thereof and to distrain and to dispose of the distress or distresses then and there found in due course of law and to apply the produce thereof in or towards payment of the said rent so in arrear and all costs charges and expenses occasioned by the non-payment thereof and so that the power of the Lessor to distrain upon the premises for rent in arrear shall extend to and include any tenants' fixtures or fittings not otherwise by law distrainable which may from time to time be thereon

Quiet enjoyment

6. THE Lessor HEREBY COVENANTS with the Lessee that the Lessee paying the rent hereinbefore reserved and performing and observing the covenants stipulations conditions and agreements on the part of the Lessee hereinbefore contained shall and may peaceably and quietly hold and enjoy the premises for the term hereby granted without any interruption from or by the Lessor or any person lawfully claiming through under or in trust for the Lessor

Service of notices

7. ANY notice hereinbefore or by statute required to be served by the Lessor shall be sufficiently served if left addressed or sent by post to the Lessee at its registered office for the time being notified to the Lessor and by the Lessee if left addressed or sent by post to the Town Clerk at the Town Hall Margate

Arbitration

8. EXCEPT as hereinbefore specifically provided if any difference shall arise between the parties hereto touching their respective rights duties or liabilities

hereunder the dispute shall be referred to the determination of a single arbitrator in case the parties agree but otherwise to two arbitrators (one to be appointed by each party) or their umpire in accordance with the provisions of the Arbitration Act 1950 or any statutory modification or re-enactment thereof

I N W I T N E S S whereof the Lessor and the Lessee have caused their respective Corporate Seals to be hereunto affixed the day and year first before written

THE FIRST SCHEDULE hereinbefore referred to

(Clause 2)

1. The exceptions and reservations and the covenants on the part of the Lessor contained in a Conveyance dated the twenty-fifth day of August One thousand nine hundred and twenty-seven and made between The Southern Railway Company of the one part and the Lessor of the other part

2. The right of way and appurtenant rights granted to Margate Estates Company Limited by a Deed of Release and Lease dated the 19<sup>th</sup> day of *May* One thousand nine hundred and sixty<sup>five</sup>~~four~~ and made between the Lessor of the first part and Margate Estates Company Limited of the second part and the Lessee of the third part

(Clause 3(xix))

THE SECOND SCHEDULE hereinbefore referred to

Colour on plan annexed hereto and marked "B"

Permitted use

Ground Floor

Yellow	Shops and Public House
Green	Coach parking station, offices, left luggage, public lavatories and taxi rank
Turquoise	Petrol filling station and showroom
Light Blue	Access roads and ways
Blue	Entrance to flats, lifts, pump room, refuse chamber and transformer chamber
Brown	Car parking spaces
Red	Lock-up garage

Upper Floors

Blue	Flats in Tower Block
Brown	Car parking spaces
Light Blue	Access Roadways Ramps and Ways
Yellow	Roofs of shops and public house



(THE COMMON SEAL of BERNARD SUNLEY  
INVESTMENTS (MARGATE) LIMITED was  
(hereunto affixed in the presence of:-

*Bernard Sunley*  
\_\_\_\_\_  
Director

*Carole Ann*  
\_\_\_\_\_  
Secretary