

DATED

_____ 2017

AGREEMENT FOR LEASE

relating to

UPPER RISSINGTON VILLAGE HALL

between

UPPER RISSINGTON PARISH COUNCIL

and

**UPPER RISSINGTON VILLAGE HALL
(REGISTERED CHARITY NO 1162683)**

THIS AGREEMENT is dated _____ 2017

PARTIES

- (1) Upper Rissington Parish Council of The Village Hall, Wellington Road, Upper Rissington, Cheltenham, Gloucestershire, GL54 2QW (**Landlord**).
- (2) Upper Rissington Village Hall (a charity registered with Number 1162683) of The Village Hall, Wellington Road, Upper Rissington, Cheltenham, Gloucestershire, GL54 2QW (**Tenant**).

BACKGROUND

- (A) The Landlord owns the freehold of the property at the New Village Hall, Wellington Road, Upper Rissington, Cheltenham, Gloucestershire, GL54 2QW and has agreed to grant the Tenant a lease of the property on the terms contained in this agreement.
- (B) The lease will contain an agreement between the Landlord and the Tenant that the provisions of sections 24-28 of the Landlord and Tenant Act 1954 will be excluded in relation to the tenancy to be created by the lease.

AGREED TERMS

1. INTERPRETATION

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

1.1 Definitions:

Base Rate: the higher of 4% and the base rate from time to time of Lloyds Bank PLC.

Completion Date: _____ 2017

Condition: any one of the Part 1 Conditions.

Contract Rate: interest at 4% above the Base Rate.

Landlord's Conveyancer: Kendall & Davies, Station Road, Bourton-on-the-Water, Cheltenham, Gloucestershire GL54 2AA or any other conveyancer whose details may be notified in writing from time to time by the Landlord to the Tenant.

Lease: the lease in the agreed form of the draft annexed to this agreement as Annex A.

LTA 1954: Landlord and Tenant Act 1954.

Moveable Assets: the loose plant including moveable plant, machinery and equipment, fixtures and fittings, desktop computers, spare parts and tooling used or intended for use in connection with the Property and its permitted use as defined in the Lease.

Part 1 Conditions: the conditions in Part 1 of the Standard Commercial Property Conditions (Second Edition).

Part 2 Conditions: the conditions in Part 2 of the Standard Commercial Property Conditions (Second Edition).

Property: the property at Village Hall, Wellington Road, Upper Rissington, Cheltenham, Gloucestershire, GL54 2QW as more particularly defined in the Lease.

Tenant's Conveyancer: Converse Law of Formal House, 60 St George's Place, Cheltenham, Gloucestershire GL50 3PN or any other conveyancer whose details may be notified in writing from time to time by the Tenant to the Landlord.

Transfer of Part: means the transfer deed in the form annexed hereto as Annex B .

VAT: value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** includes fax but not e-mail.
- 1.11 References to a document in **agreed form** are to that document in the form agreed by the parties.

- 1.12 A reference to **this agreement** or to any other agreement or document referred to in this agreement is a reference to this agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.
- 1.13 Unless the context otherwise requires, references to clauses, Schedules and Annexes are to the clauses, Schedules and Annexes of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.14 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.15 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.16 Unless this agreement otherwise expressly provides, a reference to the **Property** is to the whole and any part of the Property.
- 1.17 Any reference to the Landlord's consent or approval being required is to a consent or approval in writing which must be obtained before the relevant act is taken or event occurs.
- 1.18 **Landlord** includes the Landlord's successors in title and any other person who is or becomes entitled to the reversion (whether immediate or not) expectant on the term to be created by the Lease.
- 1.19 **Tenant** does not include the Tenant's successors in title.

2. AGREEMENT FOR LEASE

- 2.1 In consideration of the Tenant's obligations under this agreement, the Landlord will grant to the Tenant and the Tenant will accept from the Landlord the Lease on the terms set out in this agreement. No purchase price, premium or deposit is payable.
- 2.2 The Tenant cannot require the Landlord to grant the Lease to any person other than the Tenant.
- 2.3 The Tenant cannot assign, sublet, charge, or otherwise share or part with the benefit of this agreement whether in relation to the whole or any part of the Property.

2.4 Funds received by the Landlord in connection with any section 106 agreement affecting the Property (or land of which it is a part) belong to the Landlord but a maximum of £15,000 may be used (where proper and at the absolute discretion of the Landlord) to reimburse the Tenant for reasonably necessary repairs to the building forming part of the Property from the date hereof save that such funds shall not be made available by the Landlord where such repairs are necessary as a result of damage caused to the Property by misuse or negligence cause either by the Tenant or any occupants or users of the Property.

2.5 The Tenant shall use all reasonable endeavours to prepare the following documents prior to Completion and annually thereafter:

- (a) A business plan (including details of income generation, marketing, advertising and an access policy detailing how the Property can be made accessible to all members of the local community);
- (b) A hiring policy; and
- (c) A health and safety policy

and pass the same to the Landlord for information.

3. EXCLUSION OF SECURITY OF TENURE

3.1 The parties confirm that:

- (a) the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the LTA 1954 and which applies to the tenancy to be created by the Lease, before this agreement was entered into; and
- (b) a person who was duly authorised by the Tenant to do so, made a declaration or statutory declaration in accordance with the requirements of section 38A(3)(b) of the LTA 1954 (a certified copy of which declaration or statutory declaration is annexed to this agreement).

4. CONDITIONS

4.1 The Part 1 Conditions are incorporated in this agreement, in so far as they:

- (a) are applicable to the grant of a lease;
- (b) are not inconsistent with the other clauses in this agreement; and
- (c) have not been modified or excluded by any of the other clauses in this agreement.

4.2 The Part 2 Conditions are not incorporated in this agreement.

- 4.3 Condition 1.1.1(e) is amended so that reference to the contract rate in Condition 1.1.1(e) refers instead to the Contract Rate as defined in this agreement.
- 4.4 Condition 8.7 is amended to read: "The Tenant is to pay the money due on completion to the Landlord's Conveyancer by a method that gives immediately available funds".
- 4.5 Condition 9.1.1 is varied to read "If any plan or statement in the agreement or in written replies which the Landlord's Conveyancer has given to any written enquiries raised by the Tenant's Conveyancer before the date of the agreement, is or was misleading or inaccurate due to an error or omission, the remedies available are as follows."
- 4.6 The following Part 1 Conditions do not apply to this agreement:
- (a) Conditions 1.1.4(a), 1.2, 1.3, 1.4 and 1.5;
 - (b) Condition 2.2;
 - (c) Conditions 3.1.1, 3.1.2, 3.1.3 and 3.3;
 - (d) Conditions 6.1, 6.2, 6.3, 6.4.2 and 6.6.2;
 - (e) Conditions 7.1.2, 7.1.3 and 7.1.4(b);
 - (f) Condition 9.3; and
 - (g) Conditions 10.2.4 and 10.3.

5. CONDITION OF THE PROPERTY

- 5.1 The Tenant acknowledges that, prior to the date of this agreement, the Landlord has given the Tenant and those authorised by the Tenant, the opportunity to inspect, survey and carry out investigations as to the condition of the Property and the Tenant accepts the condition of the Property SUBJECT TO the provisions of a Deed of Variation to be entered into between the parties hereto and to be dated contemporaneously with the Lease on [].
- 5.2 No representation or warranty is given by the Landlord that the Property may lawfully be used for the use permitted by the Lease and the Tenant confirms that it has made all necessary enquiries to satisfy itself on this point.
- 5.3 The Tenant will not be entitled to refuse to complete or to delay completion of the grant of the Lease due to any event occurring after the date of this agreement that results in:
- (a) any damage to the Property or any part of it; or
 - (b) any damage to the means of access to the Property; or

- (c) any deterioration in the Property's condition.

6. VACANT POSSESSION

- 6.1 The Landlord will give the Tenant vacant possession of the Property on completion of the grant of the Lease.
- 6.2 The Tenant is not entitled to and will not be permitted to take occupation or possession of the Property or of any part of it prior to completion of the grant of the Lease and this agreement does not operate as a demise.

7. DEDUCING TITLE

- 7.1 The Landlord's freehold title to the Property has been deduced to the Tenant's Conveyancer before the date of this agreement.
- 7.2 The Tenant is deemed to have full knowledge of the Landlord's title and is not entitled to raise any enquiry, objection, enquiry or requisition in relation to it.

8. TITLE GUARANTEE

The Landlord will grant the Lease with limited title guarantee.

9. MATTERS AFFECTING THE PROPERTY

- 9.1 The Landlord will grant the Lease to the Tenant free from encumbrances other than:
 - (a) any matters, other than financial charges, contained or referred to in the entries or records made in registers maintained by HM Land Registry under title number GR243832 at the date hereof.
 - (b) all matters contained or referred to in the Lease;
 - (c) all matters contained or referred to in the Transfer of Part;
 - (d) any matters discoverable by inspection of the Property before the date of this agreement;
 - (e) any matters which the Landlord does not and could not reasonably know about;
 - (f) any matters, other than financial charges, disclosed or which would have been disclosed by the searches and enquiries that a prudent tenant would have made before entering into this agreement;
 - (g) public requirements; and

- (h) any matters which are, or (where the Lease will not be registered) would be, unregistered interests which override first registration under Schedule 1 to the Land Registration Act 2002.

9.2 The Tenant is deemed to have full knowledge of the matters referred to in clause 9.1 and will not raise any enquiry, objection, requisition or claim in respect of any of them.

10. VAT

10.1 Each amount stated to be payable by the Tenant to the Landlord under or pursuant to this agreement is exclusive of VAT (if any).

10.2 If any VAT is chargeable on any supply made by the Landlord under or pursuant to this agreement, the Tenant will pay the Landlord an amount equal to that VAT as additional consideration on completion.

11. COMPLETION

11.1 Completion will take place on the Completion Date.

11.2 If completion is delayed due to the Tenant's default or the Tenant fails to pay any sum due under this agreement in full on completion, the Tenant will pay interest in addition to damages for losses incurred by the Landlord as a result of the delayed completion. The interest will be payable at the Contract Rate on any unpaid amount for the period from the Completion Date to the date of actual payment.

11.3 On Completion, or as soon after as is reasonably practicable, the Landlord will pass to the Tenant all documents it holds in relation to the performance and functionality of the Property plant, machinery and all installations within it to enable the Tenant to meet its legal requirements and operate all equipment in a correct and safe manner.

12. ENTIRE AGREEMENT

12.1 This agreement and the documents annexed to it constitute the entire agreement and understanding of the parties and supersede any previous agreement between them relating to the subject matter of this agreement.

12.2 The Tenant acknowledges and agrees that in entering into this agreement, it does not rely on and will have no remedy in respect of any statement, representation, warranty, collateral agreement or other assurance (whether made negligently or innocently) of any person (whether party to this agreement or not) other than:

- (a) as expressly set out in this agreement or the documents annexed to it; or

- (b) in any written replies which the Landlord's Conveyancer has given to any written enquiries raised by the Tenant's Conveyancer before the date of this agreement.

Nothing in this clause will, however, operate to limit or exclude any liability for fraud.

13. JOINT AND SEVERAL LIABILITY

- 13.1 Where the Tenant comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Tenant arising under this agreement. The Landlord may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

14. NOTICES

- 14.1 Any notice or other communication required to be given under this agreement shall be in writing and shall be delivered personally, or sent by pre-paid first class post or recorded delivery or by commercial courier, to each party required to receive the notice or communication as set out below:

- (a) Landlord: care of the Landlord's Conveyancer.
- (b) Tenant: the secretary of the Tenant at Upper Rissington Village Hall, Wellington Road, Upper Rissington, Cheltenham, Gloucestershire, GL54 2QW

or as otherwise specified by the relevant party by notice in writing to each other party.

- 14.2 Any notice or other communication shall be deemed to have been duly received:

- (a) if delivered personally, when left at the address and for the contact referred to in this clause;
- (b) if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second working day after posting; or
- (c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

- 14.3 A notice or other communication required to be given under this agreement shall not be validly given if sent by e-mail.

- 14.4 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

15. FUNDING

15.1 Notwithstanding the provisions of clause 2.4 hereof provided that the Lease is subsisting and has not been terminated, the Landlord shall make the following payments to the Tenant in order to assist with the costs of running and investing in the building at the Property: -

- (a) On the Completion Date the sum of £7,000
- (b) Six months following the Completion Date the sum of £7,000
- (c) On the first anniversary of the Completion Date the sum of £6,000
- (d) Eighteen months after the Completion Date the sum of £6,000
- (e) On the Second anniversary of the Completion Date the sum of £4,500
- (f) Thirty months after the Completion Date the sum of £4,500
- (g) PROVIDED THAT the Tenant is able to provide justifiable and valid reasons for any shortfall in funds that are available to meet the Tenant's ongoing financial commitments then the Landlord shall pay a maximum additional sum of £5,000 on the Third anniversary of the Completion Date and a further maximum sum of £5,000 on the Fourth anniversary of the Completion Date

and the Tenant agrees to apply the above-mentioned funds properly for the purposes intended and that any funds not so applied or spent shall be refunded to the Landlord forthwith at the end of the term however it ends and title to all Moveable Assets shall be transferred to the Landlord forthwith at the end of the term however it ends.

15.2 Subject to prior written approval in advance from the Landlord (not to be unreasonably withheld or delayed), the Landlord will pay up to a total of £5,000 towards the Tenant's reasonable legal costs and disbursements properly incurred in 2015, 2016 and 2017 in connection with this agreement and the grant of the Lease, the incorporation of the Tenant, insurance, marketing and advertising (and, whenever reasonably possible, charges for goods and services are to be invoiced direct to the Landlord).

16. THIRD PARTY RIGHTS

A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

17. GOVERNING LAW

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

18. JURISDICTION

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

This agreement has been entered into on the date stated at the beginning of it.

SIGNED AS A DEED
on behalf of UPPER RISSINGTON
PARISH COUNCIL

Authorised signatory

in the presence of the Proper Officer
of Upper Rissington Parish Council

Signature of Witness:

Name of Witness:

Address of Witness:

Authorised signatory

in the presence of the Proper Officer
of Upper Rissington Parish Council

Signature of Witness:

Name of Witness:

Address of Witness:

SIGNED AS A DEED

by

on behalf of
UPPER RISSINGTON VILLAGE HALL TRUST

Chairman

in the presence of

Signature of Witness:

Name of Witness:

Address of Witness:

|

| Secretary

in the presence of
Signature of Witness:
Name of Witness:
Address of Witness:

Annex A. Agreed form of Lease

Annex B. Form of Transfer of Part