

**DATED**

\_\_\_\_\_ 2017

**LEASE**

relating to

**UPPER RISSINGTON VILLAGE HALL**

between

**UPPER RISSINGTON PARISH COUNCIL**

and

**UPPER RISSINGTON VILLAGE HALL**

**(REGISTERED CHARITY NO 1162683)**

## **PRESCRIBED CLAUSES**

The following clauses are prescribed under rule 58A of the Land Registration Rules 2003.

### **LR1. Date of lease**

\_\_\_\_\_ 2017

### **LR2. Title number(s)**

#### **LR2.1 Landlord's title number(s)**

GR405071

#### **LR2.2 Other title numbers**

None.

### **LR3. Parties to this lease**

#### **Landlord**

**Upper Rissington Parish Council** of The Village Hall, Wellington Road, Upper Rissington, Cheltenham, Gloucestershire, GL54 2QW

#### **Tenant**

Upper Rissington Village Hall (a charity registered with number 1162683) of The Village Hall, Wellington Road, Wellington Road, Upper Rissington, Cheltenham, Gloucestershire, GL54 2QW

#### **Other parties**

None

### **LR4. Property**

**In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.**

See the definition of "Property" in clause 1.1 of this lease.

### **LR5. Prescribed statements etc.**

**LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.**

None.

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

None.

**LR6. Term for which the Property is leased**

The term as specified in this lease at clause 1.1 in the definition of "Contractual Term".

**LR7. Premium**

None.

**LR8. Prohibitions or restrictions on disposing of this lease**

This lease contains a provision that prohibits or restricts dispositions.

**LR9. Rights of acquisition etc.**

**LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land**

None.

**LR9.2 Tenant's covenant to (or offer to) surrender this lease**

None.

**LR9.3 Landlord's contractual rights to acquire this lease**

None.

**LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property**

None.

**LR11. Easements**

**LR11.1 Easements granted by this lease for the benefit of the Property**

None.

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

The easements as specified in clause 4 of this lease.

**LR12. Estate rent charge burdening the Property**

None.

**LR13. Application for standard form of restriction**

None.

**THIS LEASE** 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, Wellington Road, Upper Rissington, Cheltenham, Gloucestershire, GL54 2QW (**Tenant**).

## **AGREED TERMS**

### **1. INTERPRETATION**

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

#### 1.1 Definitions

##### **Act of Insolvency:**

- (a) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant or any guarantor; or
- (b) the making of an application for an administration order or the making of an administration order in relation to the Tenant or any guarantor; or
- (c) the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to the Tenant or any guarantor; or
- (d) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant or any guarantor; or
- (e) the commencement of a voluntary winding-up in respect of the Tenant or any guarantor, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies; or
- (f) the making of a petition for a winding-up order or a winding-up order in respect of the Tenant or any guarantor; or
- (g) the striking-off of the Tenant or any guarantor from the Register of Companies or the making of an application for the Tenant or any guarantor to be struck-off; or
- (h) the Tenant or any guarantor otherwise ceasing to exist (but excluding where the Tenant or any guarantor dies); or

- (i) the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant or any guarantor.

The paragraphs above shall apply in relation to a partnership or limited partnership (as defined in the Partnership Act 1890 and the Limited Partnerships Act 1907 respectively) subject to the modifications referred to in the Insolvent Partnerships Order 1994 (*SI 1994/2421*) (as amended), and a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000) subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (*SI 2001/1090*) (as amended).

Act of Insolvency includes any analogous proceedings or events that may be taken pursuant to the legislation of another jurisdiction in relation to a tenant or guarantor incorporated or domiciled in such relevant jurisdiction.

**Annual Rent:** rent at a rate of £1 per annum (if demanded).

**Break Date:** \_\_\_\_\_ 2020.

**Break Notice:** written notice to terminate this lease on the Break Date served in accordance with clause 39 of this lease.

**CDM Regulations:** the Construction (Design and Management) Regulations 2007 (*SI 2007/320*).

**Contractual Term:** a term of 25 years beginning on, and including the date of this lease and ending on, and including \_\_\_\_\_ 2042.

**Default Interest Rate:** 4% per annum above the Interest Rate.

**Energy Assessor:** an individual who is a member of an accreditation scheme approved by the Secretary of State in accordance with regulation 22 of the Energy Performance of Buildings (England and Wales) Regulations 2012 (*SI 2012/3118*) or regulation 30 of the Building Regulations 2010 (*SI 2010/2214*).

**Energy Performance Certificate:** a certificate as defined in regulation 2(1) of the Energy Performance of Buildings (England and Wales) Regulations 2012 (*SI 2012/3118*).

**Insured Risks:** means fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion and any other risks against which the Tenant decides to insure against from time to time or is requested by the Landlord acting reasonably and Insured Risk means any one of the Insured Risks.

**Interest Rate:** the base rate from time to time of Lloyds Bank Plc, or if that base rate stops being used or published then a comparable commercial rate reasonably determined by the Landlord.

**LTA 1954:** Landlord and Tenant Act 1954.

**Office:** the office shown cross-hatched black on Plan 1.

**Permitted Use:** use as a village hall and community facility for the community of Upper Rissington and ancillary offices.

**Plan 1:** The plan attached to this Lease and marked “Plan 1”

**Plan 2:** The plan attached to this Lease and marked “Plan 2”

**Property:** Village Hall, Wellington Road, Upper Rissington, Cheltenham, Gloucestershire, GL54 2QW, shown edged red on Plan 2.

**Recommendation Report:** a report as defined in regulation 4 of the Energy Performance of Buildings (England and Wales) Regulations 2012 (*SI 2012/3118*).

**Rent Commencement Date:** the date of this lease

**Rent Payment Date:** the date of this lease

**Reservations:** all of the rights excepted, reserved and granted to the Landlord by this lease.

**Service Media:** all media for the supply or removal of heat, electricity, gas, water, sewage, air conditioning, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

**Third Party Rights:** all rights, covenants and restrictions affecting the Property at the date of this lease contained or referred to in the entries or records made in registers maintained by HM Land Registry under title number GR405071 so far as the same affect the Property and are capable of subsisting and contained or referred in the Landlord’s title to the Property, including the transfer of part from Linden Limited and Bovis Homes Limited (1) and the Landlord (2) dated 16<sup>th</sup> June 2016

**VAT:** value added tax chargeable under the VATA 1994 and any similar replacement tax and any similar additional tax.

**VATA 1994:** the Value Added Tax Act 1994.

- 1.2 A reference to this **lease**, except a reference to the date of this lease or to the grant of this lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.
- 1.3 A reference to the Landlord includes a reference to the person entitled to the immediate reversion to this lease. A reference to the Tenant includes a reference to its successors in title and assigns. A reference to a **guarantor** is a reference to any guarantor of the tenant covenants of this lease including a guarantor who has entered into an authorised guarantee agreement.
- 1.4 In relation to any payment, a reference to a **fair proportion** is to a fair proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord.

- 1.5 The expressions **landlord covenant** and **tenant covenant** each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
- 1.6 Unless the context otherwise requires, a reference to the Property is to the whole and any part of it.
- 1.7 A reference to the **term** is to the Contractual Term.
- 1.8 A reference to the **end of the term** is to the end of the term however it ends.
- 1.9 References to the **consent** of the Landlord are to the consent of the Landlord given in accordance with clause 39.5 and references to the **approval** of the Landlord are to the approval of the Landlord given in accordance with clause 39.6.
- 1.10 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in London.
- 1.11 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.12 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.
- 1.13 Any obligation on the Tenant not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.14 Unless the context otherwise requires, any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.15 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.16 A reference to **writing** or **written** includes fax but not email.

- 1.17 Unless the context otherwise requires, references to clauses and Schedules are to the clauses and Schedules of this lease and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.18 Clause, Schedule and paragraph headings shall not affect the interpretation of this lease.
- 1.19 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.20 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

## **2. GRANT**

- 2.1 The Landlord lets with full title guarantee the Property to the Tenant for the Contractual Term.
- 2.2 The grant is made, excepting and reserving to the Landlord the rights set out in clause 4, and subject to the Third Party Rights.
- 2.3 The grant is made with the Tenant paying the following as rent to the Landlord:
- (a) the Annual Rent and all VAT in respect of it;
  - (b) all interest payable under this lease; and
  - (c) all other sums due under this lease.

## **3. ANCILLARY RIGHTS**

Neither the grant of this lease nor anything in it confers any right over neighbouring property nor is to be taken to show that the Tenant may have any right over neighbouring property, and section 62 of the Law of Property Act 1925 does not apply to this lease.

## **4. RIGHTS EXCEPTED AND RESERVED**

- 4.1 The following rights are excepted and reserved from this lease to the Landlord and to the extent possible for the benefit of any neighbouring or adjoining property in which the Landlord acquires an interest during the term:
- (a) rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the term;

- (b) the right to use and to connect into Service Media at the Property which are in existence at the date of this lease or which are installed or constructed during the period of 80 years from the commencement of the Contractual Term;
- (c) at any time during the term, the full and free right to develop any neighbouring or adjoining property in which the Landlord acquires an interest during the Contractual Term as the Landlord may think fit;
- (d) the right to erect scaffolding at the Property and attach it to any building or structure on the Property in connection with any of the Reservations;
- (e) the right to build on or into any boundary wall of the Property in connection with any of the Reservations; and
- (f) the right to re-route any Service Media at or serving the Property or re-route any means of access to or egress from the Property,

notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them result in a reduction in the flow of light or air to the Property or loss of amenity for the Property.

4.2 The Landlord reserves the right to enter the Property:

- (a) to repair, maintain or replace any Service Media or structure relating to any of the Reservations; and
- (b) for any other purpose mentioned in or connected with:
  - (i) this lease;
  - (ii) the Reservations; and
  - (iii) the interest of the Landlord in the Property.

4.3 The Reservations may be exercised by the Landlord and by anyone else who is or becomes entitled to exercise them, and by anyone authorised by the Landlord.

4.4 The Tenant shall allow all those entitled to exercise any right to enter the Property, to do so with their workers, contractors, agents and professional advisors, and to enter the Property at any reasonable time (whether or not during usual business hours) and, except in the case of an emergency, after having given reasonable notice (which need not be in writing) to the Tenant.

4.5 No party exercising any of the Reservations, nor its workers, contractors, agents and professional advisors, shall be liable to the Tenant or to any other occupier of or person at the Property for any loss, damage, injury, nuisance or inconvenience arising by reason of its exercising any of the Reservations except for:

- (a) physical damage to the Property; or

- (b) any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.

## **5. THIRD PARTY RIGHTS**

- 5.1 The Tenant shall comply with all obligations on the Landlord relating to the Third Party Rights (insofar as those obligations relate to the Property) and shall not do anything (even if otherwise permitted by this lease) that may interfere with any Third Party Right.
- 5.2 The Tenant shall allow the Landlord and any other person authorised by the terms of the Third Party Right to enter the Property in accordance with its terms.

## **6. THE ANNUAL RENT**

From the Rent Commencement Date, the Tenant shall pay the Annual Rent and any VAT in respect on or before the Rent Payment Date. The payments shall be made by banker's standing order or by any other method that the Landlord requires at any time by giving notice to the Tenant.

## **7. INSURANCE**

- 7.1 The Landlord shall keep the Property insured against loss or damage by the Insured Risks for the sum which is its full reinstatement cost (taking inflation of building costs into account) and shall give the Tenant a copy of the current insurance schedule policy and satisfactory proof of the payment of the premium and all tax thereon each year and, on request, any other paperwork reasonably required to demonstrate that the obligations in this clause 7.1 above are being complied with.
- 7.2 The obligation of the Landlord to insure is subject to:
  - (a) any reasonable exclusions, limitations, excesses and conditions that may be imposed by the insurers; and
  - (b) insurance being available in the London insurance market on reasonable terms acceptable to the Landlord acting reasonably; and
  - (c) The right for the Landlord to obtain insurance from the same insurance company on an annual basis without any recourse to the Tenant.
- 7.3 The Tenant shall pay to the Landlord on demand:
  - (a) any amount that is deducted or disallowed by the insurers pursuant to any excess provision in the insurance policy; and
  - (b) any costs that the Landlord incurs in obtaining a valuation of the Property for insurance purposes but not more than once in any 3 year period.

- (c) The premium paid by the Landlord in complying with its obligations in clause 7.1 above

7.4 The Tenant shall:

- (a) not do or omit anything as a result of which any policy of insurance of the Property or any neighbouring property may become void or voidable or otherwise prejudiced, or the payment of any policy money may be withheld, nor anything as a result of which any increased or additional insurance premium may become payable;
- (b) comply at all times with the requirements and recommendations of the insurers relating to the Property;
- (c) give the Landlord immediate notice of the occurrence of any damage or loss relating to the Property arising from an Insured Risk;
- (d) pay or cause to be paid any insurance proceeds in respect of the Property to the Landlord; and
- (e) pay the Landlord an amount equal to any insurance money that the insurers of the Property refuse to pay by reason of any act or omission of the Tenant or any undertenant, their workers, contractors or agents or any person at the Property with the actual or implied authority of any of them
- (f) in the event that the Tenant shall require additional cover or insured risks under the insurance policy then it shall request that the Landlord shall arrange such additional cover or insured risk and shall immediately pay to the Landlord on demand the additional premium paid by the Landlord in arranging such additional cover or insured risks
- (g) Obtain its own insurance policy in respect of the contents of the property and third party public liability and to give to the Landlord a copy of such insurance policy, schedule and proof of payment of payment of the premium each year on request.

7.5 The Landlord shall, subject to obtaining all necessary planning and other consents, use all insurance money received pursuant to clause 7.4 (d) and (e) above to repair the damage for which the money has been received or (as the case may be) in rebuilding the Property. The Landlord shall not be obliged to:

- (a) provide accommodation identical in layout or design so long as accommodation reasonably equivalent to that previously at the Property is provided; or
- (b) repair or rebuild the Property after a notice has been served pursuant to clause 7.7 or clause 7.8.

7.6 If the Property is damaged or destroyed by an Insured Risk so as to be unfit for occupation and use, then, unless the policy of insurance in relation to the Property has

been vitiated in whole or in part in consequence of any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person on the Property with the actual or implied authority of any of them, payment of the Annual Rent, or a fair proportion of it according to the nature and extent of the damage, shall be suspended until the Property has been reinstated so as to make the Property fit for occupation and use, or until the end of three years from the date of damage or destruction, if sooner.

7.7 If, following damage to or destruction of the Property, the Landlord considers that it is impossible or impractical to reinstate the Property, the Landlord may terminate this lease by giving notice to the Tenant. On giving notice this lease shall determine but this shall be without prejudice to any right or remedy of the Landlord in respect of any breach of the tenant covenants of this lease. Any proceeds of the insurance (other than any insurance for plate glass) shall belong to the Landlord.

7.8 Provided that the Tenant has complied with its obligations in this clause 7, the Tenant may terminate this lease by giving notice to the Landlord if, following damage or destruction of the Property by an Insured Risk, the Property has not been reinstated so as to be fit for occupation and use within three years after the date of damage or destruction. On giving this notice this lease shall determine but this shall be without prejudice to any right or remedy of the Landlord in respect of any breach of the tenant covenants of this lease. Any proceeds of the insurance shall belong to the Landlord.

## **8. RATES AND TAXES**

8.1 The Tenant shall pay all present and future rates, taxes and other impositions and outgoings payable in respect of the Property, its use and any works carried out there, except:

- (a) any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; or
- (b) any taxes (other than VAT and insurance premium tax) payable by the Landlord by reason of the receipt of any of the rents due under this lease.

8.2 If any such rates taxes or other impositions and outgoings are payable in respect of the Property together with other property, the Tenant shall pay a fair proportion of the total.

8.3 The Tenant shall not make any proposal to alter the rateable value of the Property or that value as it appears on any draft rating list, without the approval of the Landlord.

8.4 If, after the end of the term, the Landlord loses rating relief (or any similar relief or exemption) because it has been allowed to the Tenant, then the Tenant shall pay the Landlord an amount equal to the relief or exemption that the Landlord has lost.

## **9. UTILITIES**

- 9.1 The Tenant shall pay all costs in connection with the supply and removal of heat, air conditioning, electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the Property.
- 9.2 If any of those costs are payable in relation to the Property together with other property, the Tenant shall pay a fair proportion of all those costs.
- 9.3 The Tenant shall comply with all laws and with any recommendations of the relevant suppliers relating to the use of those services and utilities.

## **10. COMMON ITEMS**

- 10.1 The Tenant shall pay the Landlord on demand a fair proportion of all costs payable by the Landlord for the maintenance, repair, lighting, cleaning and renewal of all Service Media, structures and other items used or capable of being used by the Property in common with other property.
- 10.2 The Tenant shall comply with all reasonable regulations the Landlord may make from time to time in connection with the use of any of those Service Media, structures or other items.

## **11. VAT**

- 11.1 All sums payable by the Tenant are exclusive of any VAT that may be chargeable. The Tenant shall pay VAT in respect of all taxable supplies made to it in connection with this lease on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.
- 11.2 Every obligation on the Tenant, under or in connection with this lease, to pay the Landlord or any other person any sum by way of a refund or indemnity, shall include an obligation to pay an amount equal to any VAT incurred on that sum by the Landlord or other person except, to the extent that the Landlord or other person obtains credit for such VAT under the Value Added Tax Act 1994.

## **12. DEFAULT INTEREST AND INTEREST**

- 12.1 If any Annual Rent or any other money payable under this lease has not been paid by the date it is due, whether it has been formally demanded or not, the Tenant shall pay the Landlord interest on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on a daily basis for the period beginning on the due date and ending on the date of payment.

- 12.2 If the Landlord does not demand or accept any Annual Rent or other money due or tendered under this lease because the Landlord reasonably believes that the Tenant is in breach of any of the tenant covenants of this lease, then the Tenant shall, when that amount is accepted by the Landlord, also pay interest at the Interest Rate on that amount for the period beginning on the date the amount (or each part of it) became due and ending on the date it is accepted by the Landlord.

### **13. COSTS**

- 13.1 The Tenant shall pay the costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses (incurred both during and after the end of the term) in connection with or in contemplation of any of the following:

- (a) the enforcement of the tenant covenants of this lease; or
- (b) serving any notice in connection with this lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of those sections, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court; or
- (c) serving any notice in connection with this lease under section 17 of the Landlord and Tenant (Covenants) Act 1995; or
- (d) the preparation and service of a schedule of dilapidations in connection with this lease; or
- (e) any consent or approval applied for under this lease, whether or not it is granted (unless the consent or approval is unreasonably withheld by the Landlord in circumstances where the Landlord is not unreasonable to withhold it).

- 13.2 Where the Tenant is obliged to pay or indemnify the Landlord against any solicitors' or other professionals' costs and expenses (whether under this or any other clause of this lease) that obligation extends to those costs and expenses assessed on a full indemnity basis.

### **14. COMPENSATION ON VACATING**

Any right of the Tenant or anyone deriving title under the Tenant to claim compensation from the Landlord on leaving the Property under the LTA 1954 is excluded, except to the extent that the legislation prevents that right being excluded.

### **15. SET-OFF**

The Annual Rent and all other amounts due under this lease shall be paid by the Tenant or any guarantor (as the case may be) in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

**16. REGISTRATION OF THIS LEASE**

Promptly following the grant of this lease, the Tenant shall apply to register this lease at HM Land Registry. The Tenant shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly. Within one month after completion of the registration, the Tenant shall send the Landlord official copies of its title.

**17. SHARING OCCUPATION**

17.1 The Tenant shall at all times allow the Landlord access to share with the Tenant the Office and shall allow the Landlord to have reasonable access to the toilet and kitchen facilities within the Property and to facilities such as lighting, heating and electricity.

17.2 The parties agree and declare that:

- (a) the sharing of occupation of the Property shall be conducted in a manner that does not establish a relationship of landlord and tenant and no rent or other sums shall be payable for the use of the Office or any utilities, services or facilities used by the occupier acting reasonably.
- (b) the Landlord will have full and unfettered use of and access to the Office at all times.
- (c) the Tenant shall not share occupation of the Property with any other party.

**18. PROHIBITION OF OTHER DEALINGS**

Except as expressly permitted by this lease, the Tenant shall not assign, underlet, charge, part with or share possession or share occupation of this lease or the Property or hold the lease on trust for any person (except pending registration of a dealing permitted by this lease at HM Land Registry or by reason only of joint legal ownership).

**19. CLOSURE OF THE REGISTERED TITLE OF THIS LEASE**

Immediately after the end of the term (and notwithstanding that the term has ended), the Tenant shall make an application to close the registered title of this lease and shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly; the Tenant shall keep the Landlord informed of the progress and completion of its application.

**20. REPAIRS**

- 20.1 The Tenant shall keep the Property clean and tidy and in good repair and condition and shall ensure that any Service Media within and exclusively serving the Property is kept in good working order.
- 20.2 The Tenant shall not be liable to repair the Property to the extent that any disrepair has been caused by an Insured Risk, unless and to the extent that:
- (a) the policy of insurance of the Property has been vitiated or any insurance proceeds withheld in consequence of any act or omission of the Tenant, or their respective workers, contractors or agents or any person on the Property with the actual or implied authority of any of them; or
  - (b) the insurance cover in relation to that disrepair is excluded, limited, is unavailable or has not been extended, as mentioned in clause 7.2.

**21. DECORATION**

- 21.1 The Tenant shall decorate the outside and the inside of the Property as often as is reasonably necessary and also in the last three months before the end of the term.
- 21.2 All decoration shall be carried out in a good and proper manner using good quality materials that are appropriate to the Property and the Permitted Use and shall include all appropriate preparatory work.
- 21.3 All decoration carried out in the last three months of the term shall also be carried out to the satisfaction of the Landlord and using materials, designs and colours approved by the Landlord.
- 21.4 The Tenant shall replace the floor coverings at the Property within the three months before the end of the term with new ones of good quality and appropriate to the Property and the Permitted Use.

**22. ALTERATIONS**

- 22.1 The Tenant shall not make any external or structural alteration or addition to the Property and shall not make any opening in any boundary structure of the Property without the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed).
- 22.2 The Tenant shall not install any Service Media on the exterior of the Property nor alter the route of any Service Media at the Property without the consent of the Landlord, such consent not to be unreasonably withheld.

22.3 The Tenant shall not make any internal, non-structural alteration to the Property without the consent of the Landlord, such consent not to be unreasonably withheld.

22.4 The Tenant shall not carry out any alteration to the Property which would, or may reasonably be expected to, have an adverse effect on the asset rating in any Energy Performance Certificate commissioned in respect of the Property.

### **23. SIGNS**

23.1 In this clause 23 **Signs** include signs, fascia, placards, boards, posters and advertisements.

23.2 The Tenant shall not attach any Signs to the exterior of the Property without prior consent from the Landlord (such consent not to be unreasonably withheld or delayed) save that no consent shall be required in relation to the reasonable size sign naming the Property as “The Village Hall” and any signs that the Tenant may need to display by law.

23.3 Before the end of the term, the Tenant shall remove any Signs placed by it at the Property and shall make good any damage caused to the Property by that removal.

23.4 The Tenant shall allow the Landlord to fix to and keep at the Property any sale or re-letting board as the Landlord reasonably requires.

### **24. RETURNING THE PROPERTY TO THE LANDLORD**

24.1 At the end of the term the Tenant shall return the Property to the Landlord in the repair and condition required by this lease.

24.2 At the end of the term, the Tenant shall remove from the Property all chattels belonging to or used by it.

24.3 The Tenant irrevocably appoints the Landlord to be the agent for the Tenant to store or dispose of any chattels or items it has fixed to the Property and which have been left by the Tenant on the Property for more than 10 working days after the end of the term. The Landlord shall not be liable to the Tenant by reason of that storage or disposal. The Tenant shall indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

24.4 If the Tenant does not comply with its obligations in this clause, then, without prejudice to any other right or remedy of the Landlord, the Tenant shall pay the Landlord an amount equal to the Annual Rent at the rate reserved immediately before the end of the term for the period that it would reasonably take to put the Property

into the condition it would have been in had the Tenant performed its obligations under this clause. The amount shall be a debt due on demand from the Tenant to the Landlord.

**25. USE**

- 25.1 The Tenant shall not use the Property for any purpose other than the Permitted Use.
- 25.2 When hiring out the hall the Tenant shall offer a discount on its normal charges to residents of the parish and shall use all reasonable endeavours to ensure that residents of the parish are given priority for bookings.
- 25.3 The Tenant will allow the Landlord to use the Property for parish council meetings on one evening each month and on thirteen other occasions each year (such dates to be agreed between the parties acting reasonably) without charge. Each of these occasions will last no longer than ½ a day. Any further bookings of the property requested by the landlord will attract a reduced rate commensurate with the most favourable discounted rate offered by the Tenant.
- 25.4 The Tenant shall give the Landlord reasonable notice of board meetings held by the Tenant and shall allow a representative of the Landlord to attend and observe the same.
- 25.5 The Tenant shall produce an annual report (including accounts) concerning the running of the building at the Property and provide a copy to the Landlord and make the same available to residents of the Parish.
- 25.6 The Tenant shall not use the Property for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Landlord its other tenants or any other owner or occupier of neighbouring property.
- 25.7 The Tenant shall not overload any structural part of the Property nor any machinery or equipment at the Property nor any Service Media at or serving the Property.

**26. COMPLIANCE WITH LAWS**

- 26.1 The Tenant shall comply with all laws relating to:
- (a) the Property and the occupation and use of the Property by the Tenant;
  - (b) the use or operation of all Service Media and machinery and equipment at or serving the Property whether or not used or operated and shall where necessary replace or convert such Service Media within or exclusively serving the Property so that it is capable of lawful use or operation;

- (c) any works carried out at the Property; and
  - (d) all materials kept at or disposed from the Property.
- 26.2 Without prejudice to any obligation on the Tenant to obtain any consent or approval under this lease, the Tenant shall carry out all works that are required under any law to be carried out at the Property whether by the owner or the occupier.
- 26.3 Within five working days after receipt of any notice or other communication affecting the Property (and whether or not served pursuant to any law) the Tenant shall:
  - (a) send a copy of the relevant document to the Landlord; and
  - (b) take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may require.
- 26.4 The Tenant shall not apply for any planning permission for the Property without the consent of the Landlord.
- 26.5 The Tenant shall comply with its obligations under the CDM Regulations, including all requirements in relation to the provision and maintenance of a health and safety file. The Tenant shall maintain the health and safety file for the Property in accordance with the CDM Regulations and shall give it to the Landlord at the end of the term.
- 26.6 The Tenant shall supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the obligations of the Landlord under the CDM Regulations.
- 26.7 As soon as the Tenant becomes aware of any defect in the Property, it shall give the Landlord notice of it. The Tenant shall indemnify the Landlord against any liability under the Defective Premises Act 1972 in relation to the Property by reason of any failure of the Tenant to comply with any of the tenant covenants in this lease.
- 26.8 The Tenant shall keep the Property equipped with all fire prevention, detection and fighting machinery and equipment and fire alarms which are required under all relevant laws or required by the insurers of the Property or reasonably recommended by them or reasonably required by the Landlord and shall keep that machinery, equipment and alarms properly maintained and available for inspection.

## **27. ENERGY PERFORMANCE CERTIFICATE**

- 27.1 The Tenant shall:
  - (a) cooperate with the Landlord so far as is reasonably necessary to allow the Landlord to obtain an Energy Performance Certificate and Recommendation

Report for the Property including providing the Landlord with copies of any plans or other information held by the Tenant that would assist in obtaining an Energy Performance Certificate; and

- (b) allow such access to any Energy Assessor appointed by the Landlord as is reasonably necessary to inspect the Property for the purposes of preparing an Energy Performance Certificate and/or Recommendation Report for the Property.

27.2 The Tenant shall not commission an Energy Performance Certificate for the Property.

**28. ENCROACHMENTS, OBSTRUCTIONS AND ACQUISITION OF RIGHTS**

28.1 The Tenant shall not grant any right or licence over the Property to a third party.

28.2 If a third party makes or attempts to make any encroachment over the Property or takes any action by which a right may be acquired over the Property, the Tenant shall:

- (a) immediately inform the Landlord and shall give the Landlord notice of that encroachment or action; and
- (b) take all steps (including any proceedings) the Landlord reasonably requires to prevent or license the continuation of that encroachment or action.

28.3 The Tenant shall not obstruct the flow of light or air to the Property nor obstruct any means of access to the Property.

28.4 The Tenant shall not make any acknowledgement that the flow of light or air to the Property is enjoyed with the consent of any third party.

28.5 If any person takes or threatens to take any action to obstruct the flow of light or air to the Property or obstruct the means of access to the Property, the Tenant shall:

- (a) immediately inform the Landlord and shall give the Landlord notice of that action; and
- (b) take all steps (including proceedings) the Landlord reasonably requires to prevent or secure the removal of the obstruction.

**29. BREACH OF REPAIR AND MAINTENANCE OBLIGATIONS**

29.1 The Landlord may enter the Property to inspect its condition and state of repair and may give the Tenant a notice of any breach of any of the tenant covenants in this lease relating to the condition or repair of the Property.

- 29.2 If the Tenant has not begun any works needed to remedy that breach within two months following that notice (or if works are required as a matter of emergency, then immediately) or if the Tenant is not carrying out the works with all due speed, then the Landlord may enter the Property and carry out the works needed.
- 29.3 The costs incurred by the Landlord in carrying out any works pursuant to this clause (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand.
- 29.4 Any action taken by the Landlord pursuant to this clause shall be without prejudice to the other rights of the Landlord, including those under clause 36.

**30. INDEMNITY**

The Tenant shall keep the Landlord indemnified against all liabilities, expenses, costs (including but not limited to any solicitors' or other professionals' costs and expenses), claims, damages and losses (including but not limited to any diminution in the value of the Landlord's interest in the Property and loss of amenity of the Property) suffered or incurred by the Landlord arising out of or in connection with any breach of any tenant covenants in this lease, or any act or omission of the Tenant, contractors or agents or any other person on the Property with the actual or implied authority of any of them.

**31. CHANGES TO THE TENANT'S CHARITABLE OBJECTIVES**

The Tenant shall not change or amend its current charitable objectives as at the date of commencement of this Lease without obtaining the prior written approval of the Landlord such approval not to be unreasonably withheld or delayed

**32. CHANGES TO THE TRUSTEES OF THE TENANT'S CHARITABLE INCORPORATED ORGANISATION**

In the event that the Tenant wishes to appoint new Trustees of its charitable incorporated organisation then it must first invite the Landlord's representation on electing such new Trustees but the consent of the Landlord shall not be required in respect of the appointment of any such new Trustees

**33. PROVISION OF DEFIBRILLATOR**

The Landlord shall maintain in good working order and condition any such defibrillator that the Landlord attaches to the Property AND FURTHER the Tenant shall use all reasonable endeavours to ensure that a continual supply of electricity is connected to the defibrillator at all times.

**34. NOTICEBOARD**

The Tenant shall permit the Landlord to affix to the Property a noticeboard for the use of the Landlord in such position on the Property as the Landlord deems appropriate

**35. COVENANT FOR QUIET ENJOYMENT FOR THE LANDLORD**

The Landlord covenants with the Tenant, that, so long as the Tenant pays the rents reserved by and complies with its obligations in this lease, the Tenant shall have quiet enjoyment of the Property without any interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this lease.

**36. RE-ENTRY AND FORFEITURE**

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

- (a) any rent is unpaid 21 days after becoming payable whether it has been formally demanded or not;
- (b) any breach of any condition of, or tenant covenant, in this lease;
- (c) an Act of Insolvency.
- (d) the Tenant does not operate the Property in accordance with and in line with the Tenant's charitable objectives

36.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause 36, this lease shall immediately end, but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant by the Tenant or any guarantor.

**37. JOINT AND SEVERAL LIABILITY**

37.1 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 lease. 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.

37.2 Where a guarantor comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of a guarantor arising under this lease. 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.

37.3 The obligations of the Tenant and any guarantor arising by virtue of this lease are owed to the Landlord and the obligations of the Landlord are owed to the Tenant.

37.4 The Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this lease, unless the Landlord knows it has failed to perform the covenant, or reasonably should know this, and has not remedied that failure within a reasonable time.

**38. ENTIRE AGREEMENT AND EXCLUSION OF REPRESENTATIONS**

38.1 This lease and any documents annexed to it constitute the whole agreement between the parties and supersede all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to their subject matter.

38.2 Each party acknowledges that in entering into this lease and any documents annexed to it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) other than those contained in any written replies that the Landlord's legal advisers have given to any written enquiries raised by the Tenant's legal advisers before the date of this lease.

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

38.4 Nothing in this clause shall limit or exclude any liability for fraud.

**39. NOTICES, CONSENTS AND APPROVALS**

39.1 Except where this lease specifically states that a notice need not be in writing, any notice given under or in connection with this lease shall be:

- (a) in writing and for the purposes of this clause an email is not in writing; or
- (b) given:
  - (i) by hand or by pre-paid first-class post or other next working day delivery service at the party's registered office address (if the party is a company) or (in any other case) at the party's principal place of business; or
  - (ii) by fax to the party's main fax number.

39.2 If a notice complies with the criteria in clause 39.1, whether or not this lease requires that notice to be in writing, it shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address; or
- (b) if sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting; or
- (c) if sent by fax, at 9.00 am on the next working day after transmission.

39.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

39.4 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this lease.

39.5 Where the consent of the Landlord is required under this lease, a consent shall only be valid if it is given by deed, unless:

- (a) it is given in writing and signed by the Landlord or a person duly authorised its behalf; and
- (b) it expressly states that the Landlord waives the requirement for a deed in that particular case,

If a waiver is given, it shall not affect the requirement for a deed for any other consent.

39.6 Where the approval of the Landlord is required under this lease, an approval shall only be valid if it is in writing and signed by or on behalf of the Landlord, unless:

- (a) the approval is being given in a case of emergency; or
- (b) this lease expressly states that the approval need not be in writing.

39.7 If the Landlord gives a consent or approval under this lease, the giving of that consent or approval shall not imply that any consent or approval required from a third party has been obtained, nor shall it obviate the need to obtain any consent or approval from a third party.

#### **40. GOVERNING LAW**

This lease 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.

#### **41. 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).

#### **42. EXCLUSION OF SECTIONS 24-28 OF THE LTA 1954**

42.1 The parties confirm that:

- (a) the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy created by this lease, not less than 14 days before this lease was entered into;
- (b) Michael Steedman who was duly authorised by the Tenant to do so made a declaration dated \_\_\_\_\_ 2017 in accordance with the requirements of section 38A(3)(b) of the LTA 1954, a certified copy of which declaration is annexed to this lease; and
- (c) there is no agreement for lease to which this lease gives effect.

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

#### **43. EXERCISE OF BREAK**

Either the Landlord or the Tenant may terminate this lease by serving a Break Notice on the other party at least 3 months before the Break Date.

**44. CONDITIONS ON BREAK**

A Break Notice served by the Tenant shall be of no effect if, at the Break Date:

- (a) vacant possession of the whole of the Property is not given; or
- (b) there is a subsisting material breach of any of the tenant covenants of this lease relating to the state of repair and condition of the Property.

**45. TERMINATION PURSUANT TO BREAK CLAUSE**

45.1 Subject to clause 44, following service of a Break Notice this lease shall terminate on the Break Date.

45.2 Termination of this lease on the Break Date shall not affect any other right or remedy that either party may have in relation to any earlier breach of this lease.

**46. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

A person who is not party to this lease shall not have any rights under or in connection with this lease by virtue of the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this lease. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

This document has been executed both as an agreement and as a deed, and is delivered and takes effect 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  
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: