

THE LAND REGISTRY
LAND REGISTRATION ACT 2002

Administrative Area: Buckinghamshire - South Bucks

Title No out of which Lease is to be granted : BM 352792

Premises: Land and premises known as Village Hall,
Trumpers Field, Dorney

THIS LEASE is made the 9th day of August 2012

BETWEEN :

- (1) **SOUTH BUCKS DISTRICT COUNCIL** of Capswood, Oxford Road, Denham UB9 4LH
("the Landlord") and
- (2) **ALAN RUSSELL** of 6 Meadow Way, Dorney Reach, Maidenhead SL6 0DS and
GRAHAM EASTON of 39 Harcourt Road, Dorney Reach, Maidenhead SL6 0DT,
being the respective Chairman and Trustee for and on behalf of The Dorney Village Hall
Committee ("the Tenants").

WITNESSETH as follows:-

1. DEFINITIONS AND INTERPRETATIONS

- 1.1 For all purposes of this Lease the terms defined in Clauses 1 and 2 have the meanings specified herein.
- 1.2 The expression "the Landlord" and "the Tenants" wherever the context so admits shall, with reference to the Landlord, include the person or persons for the time being entitled to the reversion immediately expectant on the determination of the Term and with reference to the Tenants shall include the Tenants' successors in title who are for the time being bound by the tenant covenants of this Lease.

- 1.3 "the Plan" means the plan annexed to this Lease.
- 1.4 "the Premises" means all that land known as 'The Village Hall, Trumplers Field, Dorney', which is shown coloured pink and hatched in black on the Plan including:-
- 1.4.1 the existing Building thereon ('the Building'), or any replacement building or structures now or at any time during the Term to be erected thereon,
- 1.4.2 All fixtures fittings and appurtenances thereon from time to time and,
- 1.4.3 The Conduits and all services for the benefit of the Premises.
- 1.5 "the Contractual Term" means a period twenty years commencing on and including the 1st March day of 20 10 , and "the Term" means the Contractual Term and any period of holding-over or extension thereof whether by statute or common law
- 1.6 References to "consent of the Landlord" or words to similar effect mean a consent in writing signed by or on behalf of the Landlord and to "approve" and "authorise" or words to similar effect mean approved or authorised in writing by or on behalf of the Landlord
- 1.7 Words importing one gender include all other genders and words importing the singular include the plural and vice versa
- 1.8 "Insured Risk" means the risk of loss or damage by fire, storm, tempest, earthquake, lightning, explosion, riot, malicious damage, impact from vehicles including aircraft or articles falling from aircraft, flood and damage caused by bursting or overflowing pipes or tanks and other such risks as the Landlord may from time to time in its reasonable discretion require the Tenants to insure against.
- 1.9 The Rent shall mean the annual payment throughout the Term of a peppercorn.

1.10 "Interest Rate" shall mean 4% per year above the base lending rate of National Westminster Bank Plc or such other bank as the Landlord may from time to time nominate in writing

1.11 Joint and Several Liability:

Where any party to this Lease for the time being comprises two or more persons, obligations expressed or implied to be made by or with that party are deemed to be made by or with the persons comprising that part jointly and severally.

1.12 "the Conduits" means the pipes, drains, mains, sewers, ducts, gutters, watercourses, wires, cables, channels, flues, and all other conducting media (if any) - including any fixtures, louvres, cowls, and any other ancillary apparatus - that are or may in the future be in, on, over or under the Premises.

2. DEMISE

The Landlord demises the Premises to the Tenants, except and reserving unto the Landlord the rights and reservations set out in the First Schedule hereto to hold the Premises to the Tenants for the Term subject to the rights and privileges set out in the Second Schedule hereto yielding and paying to the Landlord the Rent without any deduction or set-off, the first payment thereof to be paid upon written demand from the Landlord to the Tenants.

3. TENANTS' COVENANTS

The Tenants covenant with the Landlord:

3.1 Rent and Outgoings

To pay the Rent in the manner set out in this Lease in accordance with Clause 2 herein, and further to pay, discharge and indemnify the Landlord against all present and future rates including business rates taxes duties assessments, charges, impositions, liabilities and outgoings whatsoever

whether parliamentary parochial local or of any other description of an annual or recurring nature which now are or may at any time during the Term be assessed charged or imposed upon or payable in respect of the Premises or any part thereof or on the owner or occupier in respect thereof respectively other than tax imposed on the Landlord in respect of any disposition or dealing with the reversion of this Lease.

3.2 VAT

To pay to the Landlord VAT (or any tax of a similar nature in substitute for it) chargeable in respect of any payment made by the Tenant under any of the terms of or in connection with this Lease or in respect of payment made by the Landlord where the Tenant agrees in this Lease to reimburse the Landlord for such payment.

3.3 Electricity Gas and Other Services

To pay to the suppliers (and to indemnify the Landlord against all charges) for electricity gas water and telecommunications and any other services consumed or used at or in relation to the Premises including the meter rent if any.

3.4 Contribution towards maintenance of Services

To pay a fair and reasonable proportion to be determined by the Landlord or its appointed surveyor whose determination shall be binding upon the Tenants of the expenses payable in respect of repairing rebuilding and cleansing all sewers drains wires pipes conduits which serve the Premises and which the Landlord may be called upon to repair rebuild or cleanse.

3.5 Maintenance Cleaning and Decoration

3.5.1 At all times throughout the Term, to keep the Building or any replacement building there-for, (both internally and externally) and the Landlord's fixtures and fittings (if any) in good and tenantable repair and condition provided always that nothing contained in this Lease shall render the Tenants liable to repair restore re-decorate or

replace the same or any part or parts thereof in the event that the same are destroyed or damaged by or as a result of any Insured Risk save where the insurance money is irrecoverable in consequence of any act or default of the Tenants or anyone at or on the Land expressly or by implication with the Tenants' authority.

3.5.2 Not to cause any land roads or pavements abutting the Premises to be untidy or detrimental to the amenity nor to deposit on them refuse or other materials.

3.5.3 To decorate the Building in a good and workmanlike manner as to decorative finish and attractiveness, as to the outside in every five years and in the final year of the Term and as to the inside every seven years and in the final year thereof, using high quality paint and materials.

3.5.4 To execute such works as are or may under or in pursuance of any Act or Acts of Parliament already or hereafter to be passed be directed or required by any local or public authority to be executed at any time during the Term upon or in respect of the Premises or any part thereof whether by the Landlord or the Tenant.

3.6 **Access of Landlord, Annual Inspection, and Notice to Repair**

3.6.1 To permit the Landlord to enter upon the Premises or any part thereof on not less than 48 hours written notice to ascertain that the covenants and conditions of this Lease have been observed and performed and to view the state of repair and condition of the Building thereon and to give to the Tenants written notice specifying any repairs cleaning maintenance or painting which the Tenants are required under the terms of this Lease to carry out, and further if the Tenants shall not within 28 days from the date of such written notice proceed diligently with execution of such repairs, to permit the Landlord with or without workmen to enter upon the Premises and execute such work or

repairs, the costs thereof to be a debt due from the Tenants to the Landlord forthwith recoverable by action.

3.6.2 To permit the Landlord and its agents or the owners and occupiers of neighbouring or adjoining land and buildings with all necessary workmen and appliances at all reasonable times upon not less than 48 hours prior written notice (except in the case of an emergency) to enter the Premises or any part thereof to execute repairs or alterations on any neighbouring land and buildings causing as little disturbance as possible and making good all damage occasioned to the Premises.

3.7 **Shared Facilities**

Where the use of any of the Conduits or any boundary structures or other thing is common to the Premises and any adjoining property of the Landlord or other property, the Tenant must be responsible for, and indemnify the Landlord against all sums due from the owner, tenant, or occupier of those premises in relation to those conduits, boundary structures, or other things and must carry out all works in relation to them for which the Tenants are responsible

3.8 **Waste and Alterations**

3.8.1 The Tenants must not commit any act of waste, make any addition to the Premises, unite the same or make any alteration thereon.

3.8.2 The Tenants must not carry out any excavation on the Premises (including the Building or any replacement thereon) or make any alterations to the layout thereof or any additions or alterations whether internal structural or non-structural to any buildings thereon without the Landlord's prior written consent and without having previously obtained and subsequently complied with all necessary consents (such consent in the case of internal non-structural alterations not to be unreasonably withheld or delayed) of any competent authority and to pay all charges of such authority for the obtaining of such consents.

3.8.3 If so required by the Landlord, to remove from the Premises at the expiration of the Term any additions or alterations thereto and to make good any part or parts of the Premises which may be damaged by such removal.

3.8.4 Not to connect to the Conduits which serve the Premises or any part thereof otherwise than in accordance with the plans and specifications approved by the Landlord such consent not to be unreasonably withheld or delayed subject always to consent to make such connection having previously been obtained from the competent statutory authority.

3.9 **Aerials and Signs**

Not to erect any pole aerial or similar device upon the Premises otherwise than in accordance with the Landlord's prior written consent and not to affix or exhibit on the Premises nor to display anywhere thereon any placard sign notice fascia board or advertisement except with the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed) provided always that the Tenants shall comply with any requirements imposed by the local planning authority under the provisions of the Town and Country Planning Act 1990 or any statutory modification or re-enactment thereof.

3.10 **Statutory Obligations**

3.10.1 At the Tenants' own expense to execute all works and provide and maintain all arrangements upon or in respect of the Premises or the use to which the Premises is being put that are required in order to comply with any statute already or in the future to be passed or the requirement of any other government department local authority other public or competent authority or court of competent jurisdiction and to notify the Landlord of such requirements.

3.10.2 Not to do on or near the Premises any act or thing by reason of which the Landlord may under any statute incur have imposed upon it or

become liable to pay any penalty damages compensation costs charges or expenses.

3.10.3 Without prejudice to the generality of the above to comply in all respects with the provisions and requirements of any statutes and any other obligations imposed by law or any byelaws applicable to the Premises or in regard to carrying on the trade or business for the time being carried on at the Premises.

3.11 **Alienation**

Not to hold the Premises on trust for another nor to assign, underlet or part with possession of the whole or any part of the Premises or permit another to occupy the whole or any part of the Premises **SAVE THAT:-**

3.11.1 it shall not be deemed a breach of this covenant for the Tenants to permit the use of the Building (or any part thereof) for the holding of local private or business functions provided such use shall:-

3.11.1.1 not cause a nuisance or annoyance to the owners or occupiers of adjoining land or property and

3.11.1.2 notice in advance of such use shall be delivered by the Tenants to the Landlord's Head of Environment or duly appointed officer and

3.11.2 the Tenants may assign the whole of the Premises to a duly appointed trustee or trustees of The Dorney Village Hall Committee, subject to the Tenants obtaining the prior written consent of the Landlord, and of the assignee entering into a direct covenant with the Landlord to perform and observe the tenant covenants and conditions herein, with effect from the date of such assignment.

3.12 **Nuisance and Conditions and Restrictions on Use**

3.12.1 Not to do or permit or suffer to be done at or on the Premises any act which may be or become or cause a nuisance annoyance

disturbance or inconvenience or damage to the Landlord or its tenants or owners or occupiers of any adjacent or neighbouring property.

3.12.2 Not to permit or suffer to be done or permitted any matter in contravention of the statutes statutory instruments rules orders and regulations for the time being in force relating to planning control and development or any order directions or notices made or given thereunder and in particular to comply with conditions attached to any planning or other permission for any development given or to be given in relation to the Premises or any permitted variation of the use thereof and at all times to indemnify and keep indemnified the Landlord against all actions proceedings costs expenses claims and demands in respect thereof.

3.12.3 Not to do or permit to be done at or on the Premises or any part thereof any act which may vitiate in part or in whole any policy of insurance effected upon the Premises or which may cause any increase in the annual premium thereof.

3.12.4 To permit the Landlord to have the use of the Building situated on Premises, for events involving civic and public consultation on 4 days in each year throughout the Term subject to the Landlord giving to the Tenant fourteen days written notice in advance of such intended use.

3.13 Indemnities

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

3.13.1.1 any negligence act or omission of the Tenants or any person at or on the Premises or with the Tenants' authority or

3.13.1.2 any breach or non-observance by the Tenants of the covenants conditions or other provisions of this Lease or any of the matters to which this Demise is subject

3.13.2 On the grant of any licence of the Premises, in the instrument creating the said interest to procure from the licensee a covenant in favour of the Landlord consistent in all respects with Clause 3.13.1 herein and to provide to the Landlord a copy of the extract from the said instrument containing the said covenant.

3.14 Yield Up

At the expiration of the Term to yield up the Premises in good repair and condition and in accordance with the terms of this Lease and to return any keys to the Landlord and to remove all the Tenants' materials.

3.15 Interest on Arrears

If the Tenants shall fail to pay the Rent or any other sums due under this Lease within fourteen days of the due date whether formally demanded or not they shall pay to the Landlord interest thereon from the date when they were due to the date on which they are paid.

3.16 Statutory Notices

To give full particulars to the Landlord or any notice direction order or proposal for the Land made given or issued to the Tenants by any local or public authority within seven days of receipt thereof and if so required to produce the same to the Landlord and without delay to take all necessary steps to comply with the notice direction or order and at the request of the Landlord but at the cost to the Tenants, to make or join with the Landlord in raising such objection or representation against or in respect of any notice direction order or proposal as the Landlord shall deem expedient.

3.17 Sale of Reversion

To permit upon reasonable notice at any time during the Term prospective purchasers of or agents instructed in the sale of the Landlord's reversion to

view the Premises without interruption provided they are authorised in writing by the Landlord and to permit the Landlord three months prior to the end of the Term to place a suitable letting board upon any part of the Premises.

3.18 Defects to the Premises

To give notice to the Landlord of any defect to the Premises or any part thereof of which the Tenants are aware or ought to be aware which might give rise to an obligation on the Landlord to do or refrain from doing any act or thing in order to comply with the provisions of this Lease or the duty of care imposed on the Landlord pursuant to the Defective Premises Act 1972 or any statutory modification or re-enactment thereof or otherwise and at all times to display and maintain all notices which the Landlord may from time to time require to be displayed on the Premises.

3.19 Consent to the Landlord's Release

The Tenants must not unreasonably withhold consent to a request made by the Landlord under Section 8 of the Landlord and Tenant (Covenants) Act 1995 for a release from all or any of the Landlord covenants of this Lease.

3.20 Covenant to Insure

The Tenant covenants with the Landlord:-

3.20.1 at all times to insure the Building or its replacement in a fully comprehensive policy of insurance with an insurance office of repute, against the Insured Risks for the full amount of the reinstatement value thereof,

3.20.2 to ensure that the interest of the Landlord is noted on the said policy and to produce such evidence thereof as the Landlord may reasonable require together with a copy of the annual premium renewal receipt.

4. THE LANDLORD'S COVENANTS

The Landlord covenants with the Tenants:-

To permit the Tenants peaceably and quietly to hold and enjoy the Premises without

any interruption or disturbance from or by the Landlord, or any person claiming under or in trust for the Landlord provided always that there has been due performance and observance of all the covenants and terms on the Tenants' part herein.

5. PROVISOS

5.1 Proviso for Re-Entry

If and whenever during the Term:-

5.1.1 the Rent or any other payment for which the Tenants covenant to pay (or any part of them) under this Lease are outstanding for twenty-one days after becoming due whether formally demanded or not or

5.1.2 there is a breach by the Tenants of any covenant or other term of this Lease or any document supplemental to this Lease or

5.1.3 an individual tenant becomes bankrupt or

5.1.4 the Tenants enter into an arrangement for the benefit of their creditors or have any distress or execution levied on their goods,

the Landlord may re-enter upon the Premises (or any part thereof in the name of the whole) at any time and even if any previous right of re-entry has been waived then the Term will absolutely cease but without prejudice to any rights or remedies which may have accrued to the Landlord against the Tenants.

5.2 Any statutory right of the Tenants to claim compensation from the Landlord on vacating the Premises shall be excluded to the extent that the law allows

5.3 Nothing in this Lease or in any consent granted by the Landlord shall imply or warrant that the Premises may lawfully be used under the Planning Acts for the purpose authorised in this Lease or for any purpose subsequently authorised.

5.4 The Tenants acknowledge that this Lease has not been entered into in reliance wholly or partly on any statement or representation made by or on behalf of the Landlord except any such statement or representation that is

expressly set out in this Lease or made by the Landlord's solicitor in any written response to enquiries raised by the Tenants' solicitors in connection with the grant of this lease.

- 5.5 Any notice to be served under or in respect of this Lease shall be sufficiently served if sent by registered or recorded delivery post in a pre-paid envelope to the Landlord or Tenants at their respective last known place of abode or business in the United Kingdom and so long as the Landlord shall be the South Bucks District Council or any local authority such notice shall be signed by its solicitor or other authorised officer from time to time.

IN WITNESS whereof the Landlord has affixed its Common Seal and the Tenants have executed this instrument as a deed the day and year first before written.

FIRST SCHEDULE

(Exceptions and Reservations)

- 1-1 At any time hereafter and from time to time the full right and liberty to the Landlord to execute works upon or to alter any land or rebuild any of the buildings or structures on any part of its neighbouring or adjoining property in such manner as it thinks fit notwithstanding that access of light and air to the Premises may therefore be interfered with provided always that the use and enjoyment thereof is not materially prejudiced thereby.
- 1-2 The right for the Landlord to the free passage and running of water and soil to or from any of its neighbouring or adjoining land and buildings or those of its tenants which are now or shall during the Term be adjoining or adjacent to the Premises through the Conduits which now are or may hereafter be in or under the same.
- 1-3 The right to enter upon the Premises or any part thereof upon 14 days prior written notice in advance to inspect the Land for all purposes in connection with any pending or intended step under the Landlord and Tenant Act 1954.

1-4 Full right and liberty at all times to the Landlord, its servants and licensees and other persons granted by the Landlord, to pass and re-pass on foot only over and along that part of the Premises shown hatched black on the plan.

SECOND SCHEDULE

(Rights and Privileges granted)

- 2.1 The right for the Tenants to the passage and running of water soil gas electricity and other services (if any) through the drains channels pipes conduits and cables on in or under the Premises so far as the Landlord can grant the same and,
- 2.2 A right of way at all times for the Tenants, their invitees and licensees, in common with the Council and those whom it authorises, over and along the access route shown coloured brown on the plan for the purpose of access to and egress from the Premises.

THE COMMON SEAL of **SOUTH BUCKS**)
DISTRICT COUNCIL was hereunto affixed)
in the presence of:-)

Chairman

Director of Resources

SIGNED as a **DEED** by the)

said **HARRY MCGUINESS**)

in the presence of:-)

Witness.....

Name.....

Address.....

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SIGNED as a **DEED** by the)

Said **GRAHAM EASTON**)

in the presence of:-)

Witness.....

Name.....

Address.....

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