

TO HOLD the Demised Premises to the Parish Council for the Term TOGETHER WITH the rights specified in Part II of the First Schedule SUBJECT to all rights easements privileges restrictions covenants and stipulations of whatever nature (without prejudice to the generality of the foregoing) affecting the Demised Premises including any matters contained or referred to in any of the documents short particulars of which are set out in the Second Schedule YIELDING AND PAYING to the Council on the Rent Commencement Date the Rent (if demanded) and on each anniversary of the Rent Commencement Date for the duration of the Term the Rent (if demanded)

5. THE PARISH COUNCIL'S COVENANTS

The Parish Council covenants with the Council throughout the Term

5.1 Rent – to pay the rent (if demanded) on the days and in the manner set out in this Lease

5.2 Outgoings and VAT – to pay and indemnify the Council against

5.2.1 All rates taxes assessment duties charges impositions and outgoing which are now or during the Term shall be charged assessed or imposed upon the Demised Premises or upon the Owner or Occupier of them and if the Council shall suffer any loss of rating relief which may be applicable to empty premises after the end of the Term by reason of such relief being allowed to the Parish Council in respect of any period before the end of the Term to make good such loss to the Council and

5.2.2 VAT (or any tax of a similar nature that may be substituted for it or levied in addition to it) chargeable in respect of any payment made by the Parish Council under any of the terms of or in connection with this Lease or in respect of any payment made by the Council where the

Parish Council agrees in this Lease to reimburse the Council for such payment

5.2.3 A fair proportion according to user of any sums that may be incurred by the Council in or incidental to maintaining and keeping in good and substantial repair and condition the road coloured brown on the Plan

5.3 Electricity Gas and Other Services Consumed – to pay to the suppliers and to indemnify the Council against all charges for electricity gas and other services consumed or used at or in relation to the Demised Premises (including meter rents)

5.4 Repair Cleaning Decoration etc.

5.4.1 To repair the Demised Premises and to keep them in the condition evidenced by the photographic schedule agreed by the parties on completion (the Condition)

5.4.2 To replace from time to time the Council's fixtures and fittings in the Demised Premises which may be or become beyond repair at any time and at the expiration of the Term This Clause shall not impose any obligation on the Parish Council to replace fixtures and fittings to a higher standard or of a better quality than present on completion of this Lease and evidenced by the agreed photographic schedule

5.4.3 To clean the Demised Premises and to maintain the Condition and keep them in such clean condition to the reasonable satisfaction of the Council and in particular to ensure that the Car Parking and Amenity Areas as shown on the Plan are swept and cleaned twice weekly and on the day immediately following an event or booking and all litter refuse and graffiti are removed

- 5.4.4 To keep any part of the Demised Premises not built upon ("the open land") properly surfaced and in the Condition and where the open land consists of landscaped areas to keep the same properly planted and maintained and free from weeds
- 5.4.5 Not to bring keep store stack or lay out upon the open land any materials equipment plant bins crates cartons boxes or any receptacle for waste or any other item and not to keep or store on the open land any vehicle caravan or movable dwelling other than such as may be reasonably incidental to the servicing of the Demised Premises
- 5.4.6 Not to cause any land roads or pavements abutting the Demised Premises to be untidy or in a dirty condition and in particular (but without prejudice to the generality of the above) not to deposit on them refuse or other materials
- 5.4.7 As often as may in the opinion of the Director be necessary in order to maintain the standard of decorative finish and attractiveness evidenced by the agreed photographic schedule and so to preserve the Building and in the last year of the Term in a good and workmanlike manner to redecorate the exterior and interior of the Building
- 5.4.8 Where the use of Pipes boundary structures or other things in common to the Demised Premises and other property to be responsible for and indemnify the Council against all sums due from and to undertake all work that is the responsibility of the Owner Parish Council or Occupier of the Demises Premises in relation to those Pipes or other things

5.5 Waste and Alterations

5.5.1 Not to

5.5.1.1 Permit any waste

- 5.5.1.2 Make any addition to the Demised Premises unless previously agreed in writing by the Council
- 5.5.1.3 Unite the Demised Premises with any adjoining premises
- 5.5.1.4 Make any alterations to the Demised Premises save as permitted by the following provisions of this Clause
- 5.5.2 Not without the prior written consent of the Council to make any alteration whether structural or otherwise to the construction height elevations or external appearance of the Building nor to the internal layout of the Building such consent not to be unreasonably withheld or delayed
- 5.5.3 Without prejudice to the foregoing not to make any alterations to the construction height elevation or appearance of the Building nor to alter its internal layout without
 - 5.5.3.1 Obtaining and complying with all necessary consents of any competent Authority and paying all charges of any such Authority in respect of such consents
 - 5.5.3.2 Making an application to the Council for its consent as aforesaid supported by drawings and where appropriate a specification in duplicate prepared by an Architect who shall supervise the work throughout to completion
 - 5.5.3.3 Paying the reasonable and properly incurred fees of the Council and any Superior Landlord any Mortgagee and their respective professional advisers and
 - 5.5.3.4 Entering into such covenants as the Council may reasonably require as to the execution of the alterations and in the case of any works of a substantial nature the Council may

require prior to the commencement of such works the provision by the Parish Council of adequate security in the form of a deposit of money or the provision of a Bond as assurance to the Council that any works which may from time to time be permitted by the Council shall be fully completed

5.5.4 At the expiration of the Term if so requested by the Council to remove any additional buildings additions alterations or improvements erected or made at any time after the date of this Lease without the consent of the Council in accordance with Clause 5.5 of this Lease and to make good any part or parts of the Demised Premises which may be damaged by such removal

5.5.5 Not to make connections with the Pipes that serve the Demised Premises otherwise than in accordance with plans and specifications approved by the Council such approval not be unreasonably withheld or delayed subject to consent to make such connection having previously been obtained from the competent Statutory Authority or Undertaker

5.6 Aerials Signs and Advertisements

5.6.1 Not to erect any pole mast or wire (whether in connection with telegraphic radio or television communication or otherwise) upon the Demised Premises except with the consent of the Council

5.6.2 Other than the usual signs or notices to advertise functions or events at the Demised Premises and subject to any statutory consents having been obtained not to affix to or exhibit or permit to be affixed or exhibited on the outside of the Building or to or through any window

of the Building nor display anywhere on the Demised Premises any placard sign notice slogan fascia board or advertisement except with the consent of the Council such consent not to be unreasonably withheld

- 5.6.3 Not to hand or place or exhibit any goods outside the Demised Premises without the consent of the Council

5.7 Statutory Obligations

5.7.1. At the Parish Council's own expense to execute all works and provide and maintain all arrangements upon or in respect of the Demised Premises or the use to which the Demised Premises are being put that are required in order to comply with the requirements of any statute (already or in future to be passed) or any government department local authority other public or competent authority or court of competent jurisdiction regardless of whether such requirements are imposed on the lessor the lessee or the occupier

5.7.2 Not to do in or near the Demised Premises any act or thing by reason of which the Council may under any statute incur have imposed upon it or become liable to pay any penalty damages compensation costs charges or expenses

5.7.3 Without prejudice to the generality of the above to comply in all respects with the provisions of any statutes and other obligations imposed by law or by any by-laws applicable to the Demised Premises

5.7.4 To give notice in writing immediately to the Council of any defect in the Demised Premises or the Pipes of which it becomes aware and which may affect any Statutory or Common Law duty of the Council

5.8 Access of Council and Notice to Repair

5.8.1 Upon prior appointment to permit the Council and any person duly authorised by it

5.8.1.1 To enter upon the Demised Premises for the purpose of ascertaining that the covenants and conditions of this Lease have been observed and performed

5.8.1.2 To view (and to open up floors and other parts of the Demised Premises where such opening-up is required in order to view) the state of repair and condition of the Demised Premises and

5.8.1.3 To give the Parish Council (or leave upon the Demised Premises) a notice specifying any repairs cleaning maintenance or painting that the Parish Council has failed to execute in breach of the terms of this Lease and to require the Parish Council immediately to execute the same including the making good of such opening-up (if any)

Provided that such opening-up shall be made good forthwith and to the reasonable satisfaction of the Parish Council by and at the cost of the Council where such opening-up reveals no breaches of the terms of this Lease

5.8.2 Immediately to repair cleanse maintain and paint the Demised Premises as required by such notice

5.8.3 If within one month of the service of such a notice the Parish Council shall not have commenced and be proceeding diligently with the execution of the work referred to in the notice or shall fail to complete the work within two months or such longer period as is appropriate

where the work referred to in such notice is not capable of being completed within such a period or if in the reasonable opinion of the Director the Parish Council is unlikely to have completed the work within such period to permit the Council to enter the premises to execute such work as may be necessary to comply with the notice the Council causing no unnecessary damage to the Demised Premises in so doing and making good any damage so caused and to pay to the Council (as a debt) the cost of so doing and all expenses incurred by the Council (including legal costs and surveyor's fees) within fourteen days of a written demand

- 5.8.4 Upon prior reasonable notice in writing (save in the case of emergency) to permit the Council and any person duly authorised by it to enter the Demised Premises or any part thereof for the purpose of carrying out works on any adjoining property of the Council which cannot otherwise be conveniently carried out provided that the Council shall make good any damage caused by such entry

5.9 Alienation

- 5.9.1 Not to assign or charge part only of the Demised Premises and not to sublet the whole or any part of the Demised Premises
- 5.9.2 Subject to clauses 5.9.3. and 5.9.4 not to assign the whole of the Premises without the consent of the Council whose consent may not be unreasonably withheld
- 5.9.3 If any of the following circumstances – which are specified for the purposes of the Landlord and Tenant Act 1927 section 19(1A) – applies either at the date when application for consent to assign is made to the Council or after that date but before the Council's consent is given the Council may withhold its

consent and if after the Council's consent is given but before the assignment has taken place any such circumstances apply the Council may revoke its consent The circumstances are :-

5.9.3.1 that the Parish Council is in breach of any of its covenants under this Lease

5.9.3.2 that the assignee is any person other than a charitable trust set up by the Parish Council for the purpose only of assigning the Demised Premises to such charitable trust for continued use in accordance with the Permitted User as defined in Clause 1 of this Lease

5.9.4 The Council may impose any or all the following conditions – which are specified for the purposes of the Landlord and Tenant Act 1927 section 19(1A) – on giving any consent to an assignment by the Parish Council and any such consent is to be treated as being subject to each of the following :

5.9.4.1 a condition that on or before any assignment and before giving occupation to the assignee the Parish Council requesting consent to assign must enter into an authorised guarantee agreement in favour of the Council in the terms set out in the Third Schedule

5.9.4.2 a condition that if required by the Council on an assignment to a limited company the assignee must ensure that at least two directors of the company or some other guarantor or guarantors acceptable to the Council enter into direct covenants with the Council to guarantee the observance and performance of the terms of this Lease by the assignee

5.9.4.3 a condition that if at any time before the assignment the circumstances specified in clause 5.9.3 or any of them apply the Council may revoke the consent by written notice to the Parish Council

5.9.5 Within twenty-eight days of any transmission or devolution relating to the Demised Premises to produce for registration with the Council's Solicitor such

deed or document or a certified copy of it and to pay the Council's Solicitor's reasonable charges (being not less than £20.00) for the registration of every such document

5.10 Nuisance etc. and Residential Restrictions

5.10.1 Not to do nor allow to remain upon the Demised Premises anything which may be or become or cause a nuisance annoyance disturbance inconvenience injury or damage to the Council its tenants or the owners or occupiers of adjacent or neighbouring premises and members of the public and in particular not to pass into any part of the Pipes any noxious or deleterious effluent or substance and not to emit from any part of the premises any corrosive fumes or any undue moisture humidity or vapours

5.10.2 Not to use the Demised Premises for a sale by auction other than a charity auction race night or other charitable fundraising activities or for any dangerous noxious noisy or offensive trade business manufacture or occupation nor for any illegal or immoral act or purpose

5.10.3 Not to use the Demised Premises as sleeping accommodation or for residential purposes anywhere on the Premises

5.10.4 Not to deposit rubbish and refuse in any part of the Demised Premises but to ensure that it is deposited in proper receptacles and that they are regularly emptied and cleansed and in particular not to burn any refuse or other articles on the Demised Premises

5.10.5 Not to bring or permit to be brought onto the Demised Premises nor to keep nor permit to be kept thereon any article device or substance

which is or may become dangerous or the possession or keeping of which contravenes the provisions of any statute

5.10.6 Not to do nor permit to be done anything on the Demised Premises nor carry out or allow to be carried out thereon any works which are likely to overload or strain the Demised Premises or the Pipes

5.10.7 Not to do nor permit to be done anything on the Demised Premises nor carry out or allow to be carried out thereon any works which would prevent the Council from having access at any time to the Pipes located in the area coloured pink on the Plan

5.11 Reimbursement of Fees

To pay to the Council on an indemnity basis all costs fees charges disbursements and expenses (including without prejudice to the generality of the above those payable to counsel solicitors surveyors and bailiffs) properly and reasonably incurred by the Council in relation to or incidental to

5.11.1 Every application made by the Parish Council for a consent or licence required by the provisions of this Lease whether such consent or licence is granted or refused or proffered subject to any qualification or condition or whether the application is withdrawn

5.11.2 The preparation and service of a notice under the Law of Property Act 1925 Section 146 or incurred by or in contemplation of proceedings under Section 146 or 147 of that Act notwithstanding that forfeiture is avoided otherwise than by relief granted by the Court

5.11.3 Any steps taken in contemplation of or in connection with the preparation and service of a schedule of dilapidations during or after the expiration of the Term

5.11.4 The claim of any third party arising out of any actions of the Parish Council

5.12 Planning Matters

5.12.1 Not to commit any breach of planning control (such term to be construed as it is used in the Planning Acts) and to comply with the provisions and requirements of the Planning Acts that affect the Demised Premises whether as to Permitted User or otherwise and to indemnify (both during and following the expiration of the term) and keep the Council indemnified against all liability whatsoever including costs and expenses in respect of any contravention

5.12.2 At the expense of the Parish Council to obtain all planning permissions and to serve all such notices as may be required for the carrying out of any operations or user on the Demised Premises which may constitute development after the Certificate Date provided that no application for planning permission shall be made without the previous consent of the Council such consent not to be unreasonably withheld or delayed

5.12.3 Subject only to any statutory direction to the contrary to pay and satisfy any charge or levy that may subsequently be imposed under the Planning Acts in respect of the carrying out or maintenance of any such operations or the commencement or continuance of any such user

5.12.4 Notwithstanding any consent which may be granted by the Council under this Lease not to carry out or make any alteration or addition to the Demised premises or any change of use until

5.12.4.1 All necessary notices under the Planning Acts have been served and copies produced to the Council

5.12.4.2 All necessary permissions under the Planning Acts have been obtained and produced to the Council

5.12.4.3 The Council has acknowledged that every necessary planning permission is acceptable to it (such acknowledgement not to be unreasonably withheld but the Council being entitled to refuse to acknowledge its acceptance of a planning permission on the grounds that any condition contained in it or anything omitted from it or the period referred to in it would in the opinion of the Director be or be likely to be prejudicial to the Council's interest in the Demised Premises whether during or following the expiration of the Term)

5.12.5 Unless the Council shall otherwise direct to carry out and complete before the expiration of the Term

5.12.5.1 Any works stipulated to be carried out to the Demised Premises by a date subsequent to such expiration as a condition of any planning permission granted for any development begun before the expiration of the Term and

5.12.5.2 Any development begun upon the Demised Premises in respect of which the Council shall or may be or become liable for any charge or levy under the Planning Acts

5.12.6 In any case where a planning permission is granted subject to conditions and if the Council so requires to provide security for the compliance with such conditions and not to implement the planning permission until security has been provided

5.12.7 If required by the Council but at the Council's expense to appeal against any refusal of planning permission or the imposition of any conditions on a planning permission relating to the Demised Premises following an application by the Council

5.13 Plans Documents and Information

5.13.1 If called upon to do so to produce to the Council or the Director all plans documents and other evidence that the Council may reasonably require in order to satisfy itself that the provisions of this Lease are being complied with

5.13.2 If called upon to do so to furnish to the Council or the Director such information as may be reasonably be requested in writing in relation to any pending or intended step under the 1954 Act in relation to the demise

5.14 Indemnities

5.14.1 To observe and perform all covenants easements agreements and declarations or other matters contained or referred to in any of the documents short particulars of which are set out in the Second Schedule hereto so far as they relate to the Demised Premises and to indemnify and keep indemnified the Council against all damages losses costs expenses actions demands proceedings claims and liabilities arising directly or indirectly out of or connected with any breach non-observance or non-performance of the same

5.14.2 To be responsible for and to keep the Council fully indemnified against all damage damages losses costs expenses actions demands proceedings claims and liabilities whatsoever in relation to any injury to or the death of any person damage to any property the infringement

disturbance or destruction of any right easement or privilege made against or suffered or incurred by the Council arising directly or indirectly out of

5.14.2.1 Any act omission or neglect of the Parish Council or any persons at the Demised Premises expressly or impliedly with the Parish Council's authority

5.14.2.2 The breach or non-observance by the Parish Council of the covenants conditions or other provisions of this Lease or any of the matters to which this demise is subject

5.14.2.3 The condition or user of the Demised Premises or the Building

5.15 Re-Letting Boards

To permit the Council at any time during the last twelve months of the Term and at any time thereafter to enter upon the Demised Premises and affix and retain anywhere upon the Demised Premises a notice for re-letting the Premises and during such period to permit persons with the written authority of the Council or its agent at reasonable times of the day to view the Demised Premises

5.16 Encroachments

5.16.1 Not to stop-up darken or obstruct any windows or light belonging to the Building except as may be required temporarily for the Permitted User

5.16.2 To take all reasonable steps to prevent any new window light opening doorway path passage pipe or other encroachment or easement being made or acquired in against out of or upon the Premises and to notify the Council immediately if any such encroachment or easement shall

for the Demised Premises made given or issued to the Parish Council by any local or public authority within seven days of receipt and if so required by the Council to produce it to the Council and without delay to take all necessary steps to comply with the notice direction or order and at the request of the Council but at the cost of the Parish Council to make or join with the Council in making such objection or representation against or in respect of any notice direction order or proposal as the Council shall deem expedient

5.20 Sale of Reversion etc.

To permit at any time on prior appointment during the Term prospective purchasers of or agents instructed in connection with the sale of the Council's reversion or of any other interests superior to the Term to view the Demised Premises without interruption provided they are authorised in writing by the Council or its agents

5.21 Defective Premises

To give notice to the Council of any defect in the Demised Premises which might give rise to an obligation on the Council 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 Council pursuant to the Defective Premises Act 1972 or otherwise and at all times to display and maintain all notices which the Council may from time to time reasonably require to be displayed at the Demised Premises

5.22 Landlord's Rights

To permit the Council at all times during the Term to exercise without interruption or interference any of the rights granted to it by virtue of the provisions of this Lease