

LEASE

between

Totton and Eling Town Council (1)

and

Ethel Rose Winter, David Paul Hosking and Audrey Eileen Ruth Cousins as the Trustees of The
Totton and Eling Community Association (2)

Re: Totton and Eling Community Centre,
Civic Centre, Totton, Southampton Hampshire, SO40 3AP

LRI	Date of Lease	7 th October 2014
LR2	Title Number(s)	LR2.1 Landlord's Title Number HP651705. LR2.2 Other Title numbers
LR3	Parties to this Lease	Landlord Totton and Eling Town Council of Civic Centre, Totton, Hampshire, SO40 3AP. Tenant Ethel Rose Winter of ##### #####, David Paul Hosking of ##### ##### and Audrey Eileen Ruth Cousins of #####, ##### as the Trustees of The Totton and Eling Community Association.
LR4	Property	In the case of conflict between this clause and the remainder of this Lease then for the purposes of registration, this clause shall prevail. The rooms which form part of the Totton and Eling Community Centre, Civic Centre, Totton, Southampton, Hampshire, S040 3AP as edged red on the plan and as defined in the First Schedule of the Lease (hereinafter also referred to as "the Property").
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: Landlord and Tenant Act 1954
LR6	Term for which the Property is leased	21 years from and including 1 January 2011.
LR7	Premium	Nil pounds (£0.00).
LR8	Prohibitions or restrictions on disposing of this Lease	This Lease does contain a provision that prohibits or restricts dispositions.

LR9	Rights of Acquisition etc.	<p>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</p> <p>None.</p> <p>LR9.2 Tenant's covenant to (or over to) surrender this Lease</p> <p>None.</p> <p>LR9.3 Landlord's contractual rights to acquire this Lease</p> <p>None.</p>
LR10	Restrictive covenants in this Lease by the Landlord in respect of land other than the Property	None.
LR11	Easements	<p>LR11.1 Easements granted by this Lease for the benefit of the Property</p> <p>The Second Schedule.</p> <p>LR11.2 Easements granted or reserved by this Lease over the Property for the benefit of other property</p> <p>The Third Schedule.</p>
LR12	Estate Rentcharge burdening the Property	None.
LR13	Application for standard form of restriction	None.
LR14	Declaration of trust where there is more than one person comprising the Tenant	The Tenant is more than one person. They are to hold the property on trust for the Totton and Eling Community Association

Date: - 7th October 2014

Between:-

- (1) **Totton and Eling Town Council** of Civic Centre, Totton, Hampshire, SO40 AP (**Landlord**); and
- (2) **Ethel Rose Winter** of #####, **David Paul Hosking** of ##### and **Audrey Eileen Ruth Cousins** of ##### as the Trustees of **The Totton and Eling Community Association (Tenant)**.

1. Definitions

In this Lease:-

Access Road means the access road edged in red on Plan 2

Accountant means an independent auditor or an independent accountant to be approved by the landlord (such approval not to be unreasonably withheld) and appointed for the purpose of determining the Turnover Rent.

Arbitration Acts means the Arbitration Act 1996 and all statutes, regulations and orders included by virtue of clause 2.11.

Authorised Use means as a Community Centre and any other appropriate ancillary use and any additional use only with the written consent of the Landlord

Authority means any local or public authority including any statutory undertaking or body having similar powers.

Bank Account means the Landlord's bank account or accounts as are from time to time notified to the Tenant in writing.

Building means the building or buildings now or at any time during the term erected on the whole or any part of the Property.

Civic Centre means the Civic Centre, Totton, Southampton, Hampshire, SO40 3AP as comprises all the buildings which comprise the Civic Centre to include the alterations or additions thereto as is registered under title number HP651705.

Commencement Date is the 1st day of January 2011.

Community Centre means the Totton and Eling Community Centre, Library Road, Totton, SO40 3AP being part of the property as is registered under title number HP651705

Conduits are all or any of the pipes, sewers, drains, sewage pumping stations, mains, ducts, conduits, gutters, watercourses, wires, cables, channels, flues, and all other conducting media including any fixings louvres, cowls and any other ancillary apparatus which are in, on or under or which serve directly or indirectly the Property and Conduit means any one of the Conduits.

Development shall bear the same meaning as defined in Section 55 of the Town and Country Planning Act 1990.

Environmental Consent means any consent, permit, licence, approval, ruling, exemption or other authorization required under applicable environmental law.

Environmental Law means any law which includes an order or decree, any form of delegated legislation, a treaty and any directive or regulation made by virtue of powers conferred by a treaty regulating, relating to or imposing liability or standards of conduct concerning environmental protection matters including without limitation in relation to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Materials of Environmental Concern as now or made any time hereafter be in effect.

Initial Rent means fifty pounds (£50) per annum on anniversary of the Lease Date

Insured Risks are fire, lightning, explosion, aircraft (including articles dropped from aircraft in peace time), riot, civil commotion, malicious damage, earthquakes, heave, subsidence, storm, tempest, flood, bursting and overflowing of water pipes, tanks and other apparatus and impact by road vehicles.

Interest means interest at the rate of 4% per annum above the base lending rate of National Westminster Bank Plc from time to time.

Landlord's Property means all Property adjoining, neighbouring or nearby the Property now or at any time during the Term belonging to the Landlord.

Landlord's Title is HP651705.

Lease means this Lease as varied from time to time by deed or licence.

Legal President means the President or someone appointed to act on his behalf of The Law Society

Matters of Environmental Concern are chemicals, pollutants, contaminants, waster, toxic substances, petroleum and petroleum products and distillates and all hazardous substances defined or regulated as such in or under any Environmental Law.

Permitted Use means the provision of community and recreational type activities for the local community or such other similar function to provide the services as provided by the Tenant as may be agreed between the Landlord and the Tenant from time to time with the consent of the Landlord, the consent of the Landlord not to be unreasonably withheld in respect of an activity reasonably compatible with the use of the building or buildings as a community centre.

Plan 1 means plan 1 annexed to this Lease.

Plan 2 means plan 2 annexed to this Lease.

Planning Acts shall bear the same meaning as defined in section 336(1) of the Town and Country Planning Act 1990.

President means the President or someone appointed to act on his behalf of the Royal Institute of Chartered Surveyors.

Property means the Property described in the First Schedule.

Redecorate shall mean to paint with at least two coats of good quality paint, grain, polish, varnish or otherwise treat all parts of the Property usually so treated and to wallpaper the parts usually papered using in every case appropriate materials of good Quality.

Rent means the Initial Rent and in addition the landlord's actual costs for the maintenance and servicing of the building in accordance with the terms of this Lease the initial figure at the commencement of the Lease being a total of eighteen thousand and four pounds (£18,004)

Rent Payment Days means the usual quarter days being the 25 March, 24 June, 29 September and 25 December each year

Rents means the rent, the insurance rent, value added tax and all other payments due under the Lease.

Reversion means the reversion immediately expectant on the Term.

Services means the services provided by the Landlord as listed in the Fourth Schedule.

Surveyor means any person being an associate or fellow of the Royal Institute of Chartered Surveyors or a firm appointed by the Landlord in the Landlord's absolute discretion to perform any of the functions of the Surveyor under this Lease.

Term means the term of 21 years from Commencement Date ending on the 31st day of December 2032.

Value Added Tax means value added tax chargeable pursuant to the Value Added Tax Act 1994 or any tax, charge or levy of a similar nature which may replace, amend or supplement it (even if of a novel nature).

1954 Act means the Landlord and Tenant Act 1954.

2. Interpretation

In this lease:-

- 2.1. the expression "the Landlord" includes the person for the time being entitled to the Reversion',
- 2.2. the expression "the Tenant" includes the Tenant's successors in title;
- 2.3. the expression "the Property includes:-
 - 2.3.1. each and every part of the internal surfaces of the walls, floor and ceiling of the Building,
 - 2.3.2. all non-structural and structural parts of the Building that are situate within the Property;
 - 2.3.3. all additions to the Property; and
 - 2.3.4. (without limiting the generality of the foregoing) the entirety of all (if any) windows, windowframes, roof-lights, doors, door-frames, fire escapes, staircases, all Conduits and water, ventilation, sanitary and central-heating plant, equipment and apparatus and all other Landlord's fixtures and fittings in the Property;

but such expression includes no air space above the height of the top of the building and references to "the Property" in the absence of any provision to the contrary include any part of the Property

- 2.4. the expression "rents" shall include the Rent, the Insurance Rent, and all other sums reserved as rent under the terms of the Lease;
- 2.5. covenants made by or binding on any party that for the time being comprises two or more persons shall be binding on those persons jointly and severally;
- 2.6. the neuter includes the masculine and the feminine, the singular includes the plural, person includes corporation, and vice versa respectively;
- 2.7. the Term shall for all purposes be computed as commencing on the Commencement Date and ending on its expiration (or the expiration of any statutory or common law extension) or earlier determination.

- 2.8. where the Landlord has the right or obligation to serve a notice or demand or to enter the Property for any purpose such right may be exercised by a surveyor or agent authorised to act on the Landlord's behalf and (in the case of entry) if appropriate with workmen, materials and equipment,
- 2.9. any reference to "alter" shall be deemed to also be a reference to injure, cut, maim, destroy, build upon, erect and add to and the expression "alteration" shall be construed accordingly;
- 2.10. reference to any Act of Parliament includes any Act replaced by it and any Act replacing or amending it, and any order, regulation, instrument, direction, scheme, plan or permission made under it or deriving validity from it and the expression "statute" shall be deemed to be a reference to all relevant Acts of Parliament consistent with the context in which the expression appears;
- 2.11. whenever the consent or authorization of the Landlord is required under the terms of this Lease, the Tenant will also need to obtain the consent or authorization from any mortgagee of the Reversion at that time;
- 2.12. each covenant by the Tenant not to do an act or thing shall be deemed to include a covenant not to permit or suffer that act or thing to be done;
- 2.13. any reference to a clause, paragraph or schedule shall be a reference to the clause, paragraph or schedule so numbered in this Lease unless the contrary is expressed; and
- 2.14. the headings shall not affect the interpretation of this Lease.

3. **Demise**

The Landlord lets to the Tenant the Property together with the rights set out in the Second Schedule but except and reserving for the benefit of the Landlord and the Landlord's Property the matters set out in the Third Schedule for the Term paying throughout the Term:-

3. 1. the Rent (without any set off counterclaim or deduction) in advance on the Rent Payment Days each year and, if requested by the Landlord by way of banker's standing order the first payment to be made on the date of this Lease in respect of the period from the Commencement Date to the next following Rent Payment Day;
- 3.2. Value Added Tax as is payable on the Rent payable at the same time as the Rent

4. **Tenant's Covenants**

The Tenant covenants with the landlord:-

4.1. **Rents**

To pay the rents at the respective times set out in this Lease.

4.2. **Outgoings and Value Added Tax**

To pay and indemnify the Landlord against:-

4.2.1. All existing and future periodic rates, taxes (including Value Added Tax) and other outgoings (whether imposed by statute or otherwise, whether of a national or local character, whether of a capital or revenue nature and even if novel) relating to the Property or imposed on the owner or occupier of it. If any such rates, taxes or other outgoings relate now or at any time during the Term to the Property together with other property and not separately the Tenant will pay to the Landlord (recoverable as rent in arrear) on demand half yearly in advance a due proportion of such rates, taxes or other outgoings.

4.2.2. Value Added Tax 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 any payment made by the Landlord where the Tenant agrees in this Lease to reimburse the Landlord for such payment.

4.3. **Repair and decoration**

4.3.1. To take all necessary precautions to prevent damage by frost to water apparatus in or serving the property and to carry out any repairs which may arise from any failure on the part of the Tenant to take such precautions.

4.3.2 Not without the consent in writing of the Landlord (and then only on such parts of the Property and subject to such conditions as the Landlord may stipulate) store, stack or lay out on the Property any material used for the purpose of manufacture or otherwise of any petroleum or other inflammable, explosive or combustible material.

4.3.3. To repair and replace as necessary the Landlord's fixtures and fittings at the Property which may be or become beyond repair at any time during or at the expiration of the Term provided that any unreasonable damage has been caused by the Tenant.

4.3.4. Not to keep or store on any part of the Property which may not be built upon (Open Land) any caravan or moveable dwelling and motto deposit or permit to be deposited any waste refuse or rubbish on the Open Land.

4.3.5 Where the use of Conduits boundary structures or other things is common to the Property and other property to be responsible for and to indemnify the Landlord against all sums due from and to undertake all work that is the responsibility of the owner lessee or occupier of the property in relation to those Conduits or other things.

4.4. **Comply with repair notice**

4.4.1. To permit the Landlord at all reasonable times, on reasonable prior notice (or at any without notice in the cases of emergency) to enter the property to inspect its state and condition and to see on the Tenant a written notice (**Notice**) specifying any works (**Works**) necessary to comply with the Tenant's obligations under the Lease and requiring the Tenant to carry out the Works within a reasonable time.

4.4.2. If the tenant shall not within two months after service of a Notice commence and thereafter diligently proceed with the Works and complete the Works to the satisfaction of the Landlord within the time stipulated in the Notice (if so stipulated) the Landlord may enter the property and execute or complete the Works and the proper cost of so doing shall be paid by the Tenant to the Landlord on demand and be recoverable as rent in arrears.

4.5. **Machinery**

- 4.5.1. Not to install any new plant or machinery in or upon the Property without first obtaining the consent of the Landlord which shall not be unreasonably withheld (but which may be granted subject to reasonable conditions).
- 4.5.2. Not to suspend any excessive weight from the roof trusses nor overload any part of the floors, walls or ceilings of or in the Property or any part of it.

4.6. **Effluent**

To make arrangements for the disposal of waste materials and not to discharge into the Conduits serving the Property any clay, substances, effluent or other matter which may be corrosive or harmful to or may cause any obstructions or deposit in the Conduits or may be of a poisonous or noxious nature or may pollute any stream, river or water supply.

4.7. **Alterations**

- 4.7.1. Not without the Landlord's written consent to make any additions to or alterations to the Property or the layout or appearance of the Property or to further alter any permitted alterations to the Property.
- 4.7.2. Not without the previous consent in writing of the Landlord to make any application for planning permission under the Planning Acts in respect of the Property or enter into any agreement in respect of the Property under Section 106 of the Town and Country Planning Act 1990.
- 4.7.3. If the Landlord gives consent for any addition to or alteration of the Property requiring planning permission and gives consent for the making of the requisite planning application the Tenant shall make such application in his own name on his own behalf and (if so required by the Landlord) also in the name of and on behalf of the Landlord and all other persons for the time being interested in the Property.
- 4.7.4. To obtain all other licences, approvals of plans, permissions and other things necessary for the execution of any permitted additions or alterations and to comply with all conditions, regulations, bye-laws and other matters prescribed by any competent authority either generally or specifically in respect of such alterations, and to carry out such alterations at the Tenant's own expense in a good and workmanlike manner to the reasonable satisfaction of the Landlord or its Surveyor.
- 4.7.5. Before commencing any such permitted additions or alterations to produce to the Landlord all such notices, permissions, consents, licences and other documents relating to the alterations, together with copies for retention by the Landlord.
- 4.7.6. To allow the Landlord at all reasonable times on reasonable prior notice to enter upon the Property both for the purpose of seeing that no unauthorised or alterations have been made and for the purpose of seeing that authorised additions or alterations are carried out in accordance with any consent given by the Landlord under the terms of this Lease and any permission granted by the competent authority.
- 4.7.7. At the Tenant's own expense to remove on demand any alterations or additions made in contravention of clause 4.8.1 or without the requisite permission of the competent authority

or in respect of which the permission of the competent authority is withdrawn or lapses and to comply with every order of such authority requiring the removal or demolition of or other work in connection with such alterations and in all such cases to make good all damage caused by such removal, demolition or other work and to restore all parts of the Property affected to a good and substantial condition and properly decorated.

- 4.7.8. Not to make connection with the Conduits that serve the Property otherwise than in accordance with plans and specifications approved in writing by the Landlord whose decision and consent shall be in the absolute discretion of the Landlord.

4.8. **Signs**

Not to affix to or exhibit upon any part of the exterior of the Property (or upon the interior so as to be visible from the exterior) any sign, flag, lettering, placard, poster, signboard, hanging sign or other advertisement except such as shall comply with the Town and Country Planning (Control of Advertisements) Regulations 1992 and be approved in writing by the Landlord (such approval not to be unreasonably withheld).

4.9. **Statutory Requirements**

- 4.9.1 To comply at the Tenant's own expense with the requirements of every Statute applicable to the Tenant's particular use of the Property (whether the obligation to comply with such requirements be imposed upon the Landlord or the Tenant and whether or not compliance shall require expenditure of a capital nature) and at all times to indemnify the Landlord against any breach or non-observance of such requirements and against the cost of complying with such requirements.
- 4.9.2. Within fourteen days of receipt to give a copy to the Landlord of every permission, notice, order or proposal relating to the Property received by the Tenant from any government department or local or public authority under any statutory powers and without delay to take all necessary steps to comply with such permission, notice, order or proposal or (if required by the Landlord to make or join with the Landlord in making such objections or representations against such permission, notice, order or proposal as the Landlord may require.
- 4.9.3. To comply at the Tenant's own expense with the requirements of every statute as applicable to the Tenant to include all the Charities Acts legislation in respect of the Tenant's use of the Property and in connection with compliance at all times by the Tenant in respect of the Tenant Itself whether as a charity or as a club.

4.10. **Use**

- 4.10.1 Not to use the Property otherwise than for the Authorised Use provided always that no representation is or has prior to the date hereof been given by or on behalf of the Landlord that Authorised Use is permitted under the Planning Acts.
- 4.10.2. Not to do or bring anything in or upon the Property which may in the reasonable opinion of the Landlord be or become a nuisance, annoyance or damage or be prejudicial to the Landlord or to the owners or occupiers of any adjoining or neighbouring property nor to use the Property for any illegal or immoral purpose.
- 4.10.3. To comply with all regulations from time to time reasonably or properly made by the Landlord in its discretion for the good management and preservation of the common

areas, the conduits and the building and any passages, yards or other land used in common by the Tenant and the occupiers of any other premises.

4.10.4. Notwithstanding any consent which the Landlord may in its discretion give to any change of use not to change the use of the Property so as to carry out development (as defined in Section 55 of the Town and Country Planning Act 1990) without (subject to clause 4.8.2) obtaining the requisite planning permission.

4.10.5. Not to reside or permit anyone else to use the Property or any part for residential purposes.

4.10.6. Not to obstruct or allow any obstruction of the Access Road and not to park or permit parking of any vehicle on the Access Road at any time and in any way and forthwith to make good any damage caused by the Tenant to the Access Road to the satisfaction of the Landlord's surveyor.

4. 11. Insurance

4.11.1 To insure throughout the Term against public and third party liability.

4.11.2. Not to do or bring anything in or upon the Property or otherwise which may render void or voidable any policy of insurance effected by the Landlord under the terms of this Lease or which may render any increased or extra premium payable for such insurance.

4.11.3. To take all reasonable precautions against the outbreak of fire in the Property.

4.11.4. In the event of any damage to or destruction of the Property to give immediate notice to the Landlord stating whether and to what extent such damage or destruction may be believed or suspected to be due directly or indirectly to any of the risks against which the Landlord may have insured.

4.11.5. Not to effect any policy of insurance on the Property in respect of any of the risks covered by the insurance effected by the Landlord.

4.12. Alienation

Not to assign, sublet, charge or part with possession of, or share the occupation of the Property or any part of it.

4.13. Notices for sale or re-letting

To permit the Landlord during the last six months of the Term (or earlier if there is reasonable likelihood of the Term being determined within six months) to display on the Property notices for re-letting or for selling it. At all reasonable times of the day during such period upon reasonable prior notice to permit all persons with written authority of the Landlord or its agents to enter and view the Property.

4.14. Permit Landlord Entry

4.14.1. To permit the Landlord at all reasonable times of the day upon reasonable prior notice to enter the Property to take schedules and inventories of the fixtures and things to be

yielded up at the end of the Term and also for the purpose of measuring or valuing the Property.

4.14.2. To permit the Landlord to enter the Property with or without workmen and equipment to carry out its obligations under this Lease and to inspect cleanse maintain and repair and rebuild if necessary the Landlord's Property and/or any Conduits and/or any party walls or structures, the persons exercising such right making good all damage thereby caused.

4.14.3. To permit the Landlord to enter the Property with or without workmen and equipment to carry out all the Landlord's obligations under this Lease to include cleaning and maintenance works, management and administration tasks as in connection with the operation of the Community Centre as a community centre.

4.15. **Interest**

To pay Interest on any rents and other sums payable by the Tenant under the terms of this Lease that are not paid on the date on which it is due from the due date until the actual date of payment (both before and after any judgment) calculated on a daily basis with rests on the usual quarter days.

4.16. **Yielding up**

To yield up the Property at the end of the Term with all additions and improvements from time to time made to it and all fixtures from time to time affixed in or upon it in such condition as shall be in accordance with the covenants and conditions contained in this Lease or imposed by any licence or consent granted by the Landlord under the terms of this Lease and in the event that any alterations shall have been made to the Property during the Term without the consent of the Landlord to reinstate and remove such alterations (if so required by the Landlord) and to remove from the Property any sign or other advertisement of the name or business of the Tenant and to make good all damage caused to the Property by such removal and by the removal of any fittings, furnishing or effects belonging the Tenant.

4.17. **Removal of property after determination of Term**

4.17.1. If after the Tenant has vacated the Property after the determination of the Term any Property (**Chattels**) of the Tenant shall remain in or on the Property and the Tenant shall fail to remove all such Chattels within fourteen days after being given notice in writing to do so by the Landlord then the Landlord shall be entitled (and for such purpose is hereby appointed agent of the Tenant) on behalf of the Tenant to sell such Chattels and shall hold the proceeds of such sale (after deducting the costs and expenses of removal, storage and sale reasonably and properly incurred) to the order of the Tenant.

4.17.2. The Tenant will indemnify the Landlord against any liability incurred by it to any third party whose Property (having been in or on the Property) shall have been sold by the Landlord in the bona fide mistaken belief that such Property belonged to the Tenant and was liable to be dealt with under clause 4.17.1.

4.18. **Conduits**

Not (without the Landlord's prior written consent) to prevent access to or to interfere with such Conduits running in, under, over or through the Property as serve the Landlord's Property.

4.19. **Indemnity**

To keep the Landlord fully and effectively indemnified from and against all liabilities, costs, claims, proceedings, actions and expenses arising through the use or occupation of the Property or the execution of any works upon the Property by the Tenant or any act or default whatsoever of the Tenant or his agents or employees or members of the public and whether in respect of any injury to or the death of any person

or damage to any property movable or immovable or the infringement, disturbance or destruction of any right or easement or otherwise except only insofar as the same may be due to any act of the Landlord.

4.20. Notice of disrepair

To give immediate notice to the Landlord of any disrepair or other matter for which the Landlord may be liable to remedy under the Landlord's covenants set out in clause 5.

4.21. Landlord's Costs

To pay to the Landlord on an indemnity basis all reasonable costs: fees, charges, disbursements and expenses properly and reasonably incurred by the Landlord in relation to or incidental to:-

- 4.21.1. for the purpose of or incidental to or in reasonable contemplation of the preparation, service and enforcement of any notice under Sections 146 and 147 Law of Property Act 1925 or under the Leasehold Property (Repairs) Act 1938 (as amended by the Landlord and Tenant Act 1954) or any other notice, schedule or demand (whether of a like nature or not) which the Landlord may reasonably require to be given under the provisions of this Lease notwithstanding that forfeiture (if applicable) is avoided otherwise than by relief granted by the Court and to keep the Landlord fully and effectually indemnified against all costs, proceedings, expenses, claims and demands whatsoever in respect of the said applications, consents, notices and proceedings;
- 4.21.2. the Landlord's solicitors costs in connection with this Lease,
- 4.21.3. every application made by the Tenant 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.
- 4.21.4. the collection and recovery of any rents which shall be in arrear or any action reasonably taken by or on behalf of the Landlord in order to prevent or procure the remedying of any breach or non-performance by the Tenant of any of the covenants, conditions or agreements contained in this Lease and on the part of the Tenant to be observed and performed;
- 4.21.5. 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.

4.22. The Planning Acts

- 4.22.1. Not to commit any breach of planning control (such term to be construed as it is used in the Planning Act) and to comply with the provisions and requirements of the Planning Act that affect the Property whether as to the Permitted Use or otherwise and to indemnify (both during or following the expiration of the Term) and keep the Landlord indemnified against all liability whatsoever including costs and expenses in respect of any contravention thereof.
- 4.22.2. Not to make any application for planning permission in relation to the Property (or any part of it) nor to serve any notice in respect of an application without the written consent of the Landlord.

- 4.22.3. Without prejudice to the provisions of clause 4.25.2 at the expense of the Tenant to obtain all planning permissions and to serve all such notices as may be required for the carrying out of any operations or use on the Property which may constitute Development.
- 4.22.4. 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 Act in respect of the carrying out or maintenance of any such operations or the commencement or continuance of any such use.
- 4.22.5. Notwithstanding any consent which may be granted by the Landlord under this Lease, and without prejudice to the provisions of clause 4.25.2 not to carry out or make any alteration or addition to the Property or any change of use until:-
- 4.22.5.1. all necessary notices under the Planning Act have been served and copies produced to the Landlord;
- 4.22.5.2. all necessary permissions under the Planning Act have been obtained and produced to the Landlord; and
- 4.22.5.3. the Landlord has acknowledged that every necessary planning permission is acceptable to it such acknowledgement not to be unreasonably withheld the Landlord nevertheless 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 Surveyor be (or be likely to be) prejudicial to the Landlord's interest in the Property whether during or following the expiration of the Term.
- 4.22.6. Unless the Landlord shall otherwise direct to carry out and complete before the expiration of the Term:-
- 4.22.6.1. any works stipulated to be carried out to the Property as a condition of any planning permission granted for any Development begun before the expiration of the Term whether such works are required by such condition to be completed prior to or subsequent to the expiration of the Term; and
- 4.22.6.2. any development begun upon the Property in respect of which the Landlord shall or may be or become liable for any charge or levy under the Planning Act.
- 4.22.7. In any case where a planning permission is granted subject to conditions and if the Landlord reasonably so requires to provide security for the compliance with such conditions and not to implement the planning permission until security has been provided.
- 4.22.8. If reasonably required by the Landlord but at the cost of the Tenant to appeal against any refusal of planning permission relating to the Property following an application by the Tenant.

4.23. Plans, documents and information

If called upon to do so to produce to the Landlord or the Surveyor all plans documents and other evidence as the Landlord may reasonably require in order to satisfy itself that the provisions of this Lease have been complied with.

4.24. **Interest on arrears**

4.24.1. If the Tenant shall fail to pay the rents or any other sum due under this Lease within fourteen days of the date due whether formally demanded or not the Tenant shall pay to the Landlord Interest at the Interest rate on the rents or other sum and such Interest shall be deemed to be rent due to the Landlord.

4.24.2. Nothing in the preceding sub-clause shall entitle the Tenant to withhold or delay any payment of the rents or any other sum due under this Lease after the date upon which it falls due or in any way prejudice, affect or derogate from the rights of the Landlord in relation to such non-payment including (but without prejudice to the generally of the above) under the proviso for re-entry contained in this Lease.

4.24.3. Interest shall be payable in accordance with the preceding sub-clauses if the Landlord shall fail to accept rents tendered by the Tenant due to a breach or suspected breach of the Tenant's covenants or obligations in this Lease (in which event Interest shall accrue until the date of acceptance by the Landlord of the payment made by the Tenant).

4.25. **Environmental matters**

4.25.1. To comply with all Environmental Law applicable to the operations of the Tenant and the Property and to obtain from the appropriate Authority all necessary Environmental Consents.

4.25.2. To comply with all Environmental Consents relating to the Property.

4.25.3. If the Tenant receives any notice or order alleging that either the Property or the Tenant is not in compliance with any Environmental Law or Environmental Consent to immediately provide a copy of such notice to the Landlord.

4.26. **Landlord's rights**

4.26.1. To permit the Landlord 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.

4.26.2. Not to inhibit in any way access to the property by the Landlord for the performance by the Landlord of the provision of Services as in clause 5.3 of this Lease to include allowing access for the Landlord and the Landlord's agents and employees for the proper management of the Community Centre.

4.27 **Reversion covenants**

To observe and perform the covenants and conditions to which the Landlord's Title is subject and to keep the Landlord indemnified against any breach or non-observance thereof.

4.28. **Encroachments**

Not to permanently stop up darken or obstruct any windows or lights belonging to the Building and 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 Property and to notify the Landlord immediately if any such encroachment or easement shall be made or acquired or attempted to be made or acquired and at the request of the Landlord to adopt such means as shall be required to prevent such encroachment or the acquisition of any such easement.

4.29. **VAT**

Where any sum payable by the Tenant under this Lease is liable to Value Added Tax to pay such Value Added Tax and to indemnify the Landlord on a full indemnity basis in respect of it.

4.30. **Security**

The Tenant will ensure that when the Building is closed each night the security alarm system is checked and set and the Building properly secured and locked up.

4.31. **Regulations**

To comply with all the regulations made by the Landlord for the property operation of and management of the Community Centre.

5. **Landlord's Covenants**

The Landlord covenants with the tenant:-

5.1. **Quiet Enjoyment**

That the Tenant paying the rents and observing and performing the several covenants and stipulations on the Tenant's part contained in this Lease shall peaceably hold and enjoy the Property during the Term without any interruption (except as otherwise provided in this Lease) by the Landlord or any person rightfully claiming under or in trust for it.

5.2. **Insurance**

To insure and (unless the insurance so effected shall become void through or by reason of any act or omission of the Tenant or any servant or agent of the Tenant) to keep insured the Property from loss or damage by the Insured Risks and such other normal risks as the Landlord may think fit and the Landlord may within six months after the occurrence of such destruction or damage serve not less than three months' written notice upon the Tenant to determine this Lease and upon the expiration of any such notice the Term shall absolutely determine but without prejudice to the rights and remedies of the Landlord in respect of any antecedent breach of covenant.

5.3. **Services**

To provide the services as listed in the Fourth Schedule.

6. **Tenant's Insurance Covenants**

6.1. The Tenant warrants and covenants with the Landlord that before the execution of this Lease it has disclosed to the Landlord in writing any conviction judgment or finding of any court of tribunal relating to the Tenant or any director other officer or major shareholder of the Tenant of such a nature as to be likely to affect the decision of any insurer or underwriter to grant or to continue insurance of any of the insured risks.

6.2. The Tenant covenants with the Landlord throughout the Term that if the Property is destroyed or damaged and the insurance money under any policy or policies of insurance is wholly or partly irrecoverable by reason solely or in part of any act or default of the Tenant then in every such case the Tenant will immediately pay to the Landlord the whole or as appropriate a fair promotion of the

cost of completing rebuilding and reinstating the Building to include all costs and interest and expenses.

- 6.3. The Tenant covenants with the Landlord throughout the Term to comply with all the requirements and recommendations of the Landlord's insurers in respect of the Property.

7. **Provisos**

Provided always and it is hereby agreed and declared as follows:-

7.1. **Re-entry**

Without prejudice to any other remedy or power of the Landlord if the rents (or any part of them) shall at any time be unpaid for 21 days after becoming payable (whether lawfully demanded or not) or if the covenants on the Tenant's part in this Lease shall not be performed or observed or if the Tenant shall become bankrupt or make any assignment for the benefit of creditors or enter into an agreement or make any arrangement with creditors for the liquidation of debts by composition or otherwise or suffer any distress or process of execution to be levied upon his goods or if the Tenant being a company shall enter into liquidation whether voluntary or compulsory (save for the purpose of reconstruction or amalgamation not including a material reduction of share capital) then and in every such instance it shall be lawful for the Landlord at any time thereafter to re-enter upon the Property (or any part of it in the name of the whole) and thereupon this demise shall absolutely determine but without prejudice to any right of action of the Landlord in respect of any antecedent breach of the Tenant's covenants in this Lease.

7.2. **Rent Suspension**

From and after any destruction of or damage to the Property from any of the perils insured against by the Landlord under this Lease then (unless such insurance shall have been vitiated or the policy moneys refused in whole or in part due to any act or default of the Tenant or his servants or agents) the rents (or a proper proportion of them according to the nature and extent of the damage sustained) shall immediately cease to be payable by the Tenant until the Property shall have been rebuilt or reinstated by the Landlord so as to be capable of beneficial use by the Tenant for the Authorised Use.

7.3. **Avoidance of Waiver**

- 7.3.1. Notwithstanding that the rents or any other sum due under this Lease shall be accepted or demanded by the Landlord or the Landlord's agent with knowledge of a breach of any of the covenants on the part of the Tenant in this Lease the Landlord shall in no such event be taken to have waived any right to re-enter the Property and forfeit this Lease or otherwise enforce any breach of any covenant in this Lease and the Tenant shall not in any proceedings by the Landlord for forfeiture or other remedy or in any proceedings by the Tenant for relief from forfeiture or for any other relief whatever be entitled to rely upon any such acceptance or demand as a defence to such Landlord's proceedings (as the case may be) provided that this provision shall have effect in relation only to an acceptance of or demand for rents made during such period (if any) as may in all the circumstances be reasonable for enabling the Landlord to conduct any negotiations with the Tenant for remedying the breach which negotiations shall have been commenced by either party upon the Landlord becoming aware of any breach.

- 7.3.2. That each of the Tenant's covenants in this Lease shall remain in full force both at law and in equity notwithstanding that the Landlord shall have waived or released the same whether temporarily or permanently whether revocably or irrevocably and whether in favour of the Tenant in respect of the Property or in respect of similar covenants (if any)

affecting the Landlord's Property.

7.4. Interruption of services

The Landlord shall not be liable for any loss or injuries sustained by the Tenant or any servant or visitor of the Tenant (either personally or to property including the Property) caused by:-

- 7.4.1. any failure in the lighting (if any) of any road, passage, pavement, yard, or other land which the Tenant may be entitled to use in common with others;
- 7.4.2. any interruption of the supply or passage of water or services to which the Tenant may be entitled due to inspection or maintenance or causes beyond the Landlord's full control; and
- 7.4.3. the bursting or overflowing of or any defect in any of the Conduits (save to the extent insured against by the Landlord under this Lease)

7.5. Notices

- 7.5.1. Any notice under this Lease shall be in writing.
- 7.5.2. Any notice to the Tenant shall be sufficiently served if:-
 - 7.5.2.1 addressed to the Tenant (either by name or by description "The Tenant" without any name) and left at the Property;
 - 7.5.2.2. addressed to the Tenant and sent to the Tenant by post to or left at the Tenant's last known address in Great Britain; or
 - 7.5.2.3. (if the Tenant is a company) addressed to the Tenant and sent to the Tenant by post to or left at the Tenant's registered office.
- 7.5.3. Any notice to the Landlord shall be sufficiently served if addressed to the Landlord and sent by post to its last known address in England.
- 7.5.4. Any notice to a party that comprises two or more persons shall be sufficiently served on all such persons if addressed to all of them and served on any one of them.
- 7.5.5. In addition to the methods of service set out in this clause the regulations contained in Section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962) shall apply.

7.6. Exclusion of use warranty

Nothing in this Lease (or in any consent granted by the Landlord under the terms of this Lease) shall imply or warrant that the Property may lawfully be used under the Planning Acts for the Authorised Use.

7.7. No Compensation on vacating

Any statutory right of the Tenant to claim compensation from the Landlord on vacating the Property shall be excluded to the extent that the law allows.

7.8. **Landlord and Tenant Act 1954**

7.8.1. The Tenant confirms that not less than 14 days before the date of this Lease a notice (the **Notice**) was served by the Landlord's Solicitors upon the Tenant's Solicitors who were duly authorised to receive such Notice on behalf of the Tenant substantially in the form set out in Schedule 1 of The Regulatory Reform (Business Tenancies) (England and Wales) (Order 2003) (The **2003 Order**).

7.8.2 The Tenant has made a declaration in the form set out in paragraph 7 of Schedule 2 of the 2003 Order and that the Tenant has received the Notice and accepts the consequences of entering into the Lease on the basis of the Notice as served by the Landlord and the Tenant's declaration.

7.8.3. The Notice and the Tenant's declaration are annexed to this Lease in the Fifth Schedule.

7.9. **Landlord liability**

The person or company named as the Landlord in paragraph (1) on page 1 of this Lease shall only be liable for any breach of covenant during such period as the reversion expectant on the Term is vested in such person or company and such person or company shall not be liable for any breach of covenant after such person or company shall have transferred or parted with possession of the said reversion.

7.10. **Representations**

The Tenant acknowledges 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 and this Lease embodies the entire understanding of the parties relating to the Property and to all the matters dealt with by any of the provision of this Lease.

7.11. **No agreement for Lease**

It is hereby certified that there is no agreement for Lease to which this Lease gives effect.

7.12. **Arbitration**

Any dispute or difference concerning the provisions of this Lease or the operation or construction of any of the clauses or paragraphs hereof or the rights or liabilities of the parties hereunder shall (unless the clause or paragraph in question provides a means of independent adjudication) if the Landlord so elects be referred to arbitration by a single Arbitrator to be appointed by the Legal President (or his deputy) for the time being under the provisions of the Arbitration Acts provided that if within fourteen days (inclusive of the date of service) of the service upon it of a notice requiring it to elect or otherwise for a dispute to be referred to arbitration the Landlord has not so elected its right to do so shall lapse (but only in relation to that dispute).

7.13. **Regulations**

The Landlord may in its sole discretion make regulations for the property operation of and management of the Community Centre.

7.14. **Management**

The Landlord will manage the Community Centre as the Landlord sees fit in its sole discretion but only having regard to the provisions of this Lease and any other legal requirement on it. The Tenant shall have the responsibility of the day to day management of the bookings within the terms of this Lease.

7.15. **Tenant's break clause**

7.15.1 The Tenant may terminate this Lease on the 31st day of December 2018 or the 31st day of December 2025 by serving on the landlord at least four (4) months written notice before the 31st day of December 2018 or 31st day of December 2025.

7.15.2 The notice to break the Lease served by the Tenant shall have no effect if:-

7.15.2.1 there are any outstanding arrears of Rents and VAT which are due to have been paid;

7.15.2.2 vacant possession of the whole of the property is not given on or before the 31st day of December 2018 or 31st day of December 2025

7.15.2.3 there is a subsisting material breach of any of the Tenant's covenants of this Lease.

7.15.3 The notice to break the Lease by the Tenant shall be served in writing and for the purposes of this clause writing does not include facsimile transmission or e-mail

7.15.4 The notice to break the Lease by the Tenant must terminate the Lease in respect of the whole of the Property.

The First Schedule The Property

The rooms at the Totton and Eling Community Centre, Library Road, Totton, Southampton, Hampshire, SO40 3AP as shown edged red on Plan 1.

The Second Schedule The Rights

1. The rights contained or referred to in the Landlord's Title
2. A vehicular and pedestrian right of way only at all times and for all purposes in connection with the use of the Property over the Common Areas,

The Third Schedule Exceptions and Reservations

1. The exceptions and reservations contained in or referred to in the Landlord's Title.
2. The right for the Landlord and those authorised by the Landlord at any time during the Term to enter (or in case of emergency to break into and enter) the Property for the purpose of:-

- 2.1 inspecting, cleansing, maintaining, repairing or renewing the Building;
- 2.2 inspecting, cleansing, maintaining, repairing or renewing the Conduits;
- 2.3 laying, constructing, joining into or altering the course of any Conduit;
- 2.4 carrying out works or doing anything whatever comprised within the Landlord's obligations in this Lease;
- 2.5 complying with any requirements made of the Landlord by any Authority or Statute;
- 2.6 taking schedules or inventories of fixtures and other items to be yielded up on the expiry of the Term; and/or
- 2.7 carrying out any other activity in respect of which the Tenant has covenanted in this Lease to permit the Landlord to exercise rights of access to the Property;

the person or persons exercising such rights causing as little damage and disturbance as reasonably possible and making good all damage occasioned in the exercise of such rights, but so that the Landlord shall not have any liability to pay compensation to the Tenant provided that this obligation is complied with.

3. The right with the surveyor and any person acting as the third party determining the Rent in default of agreement between the parties under any provisions for rent review contained in this Lease at convenient hours and on reasonable prior notice to enter and inspect the Property for all purposes connected with the implementation of the provisions for rent review.
4. All rights, easements and quasi-easements whatsoever as are now existing that are appurtenant to the Property save in so far as such have been specifically granted by this Lease.

The Fourth Schedule The Services

1. The repair and maintenance, the decoration of and the cleaning of:-
 - 1.1. The Conduits.
 - 1.2. Any party structures or other things shared or used in common as between the Property with other property to include where relevant the Landlord's Property.
 - 1.3. The Access Road.
 - 1.4. The structure of the Building.
2. The provision of heating and lighting (if any) to the common areas.
3. The provision of any security or alarm systems (if any) at the Building.
4. The provision of caretaking and reception facilities (if any) at the Building.

5. The cost of providing the Services.
6. The cost of managing the provision of the services to include the employment of Agents of all types to include Surveyors, Accountants and Solicitors as required to assist the Landlord in the provision of the Services, the production of accounts for the costs of the Services for the provision of all such Services and the recovery of payments of the Rents as from the various occupiers of the Community Centre and the Landlord's Property.

The Fifth Schedule
The Landlord and Tenant Act 1954

Notice dated the 19th day of February 2014.

Declaration dated the 26th day of February 2014.

Signed as a Deed by Totton and Eling Town Council
acting by authorised signatory **Dean Antony Britton**
in the presence of Susan Cutler, Exective Officer

Signed as a Deed by Totton and Eling Town Council
acting by authorised signatory **David John Russell**
in the presence of Susan Cutler, Exective Officer

Signed as a Deed by the said **Ethel Rose Winter**
in the presence of Gillian W Clark, Solicitor

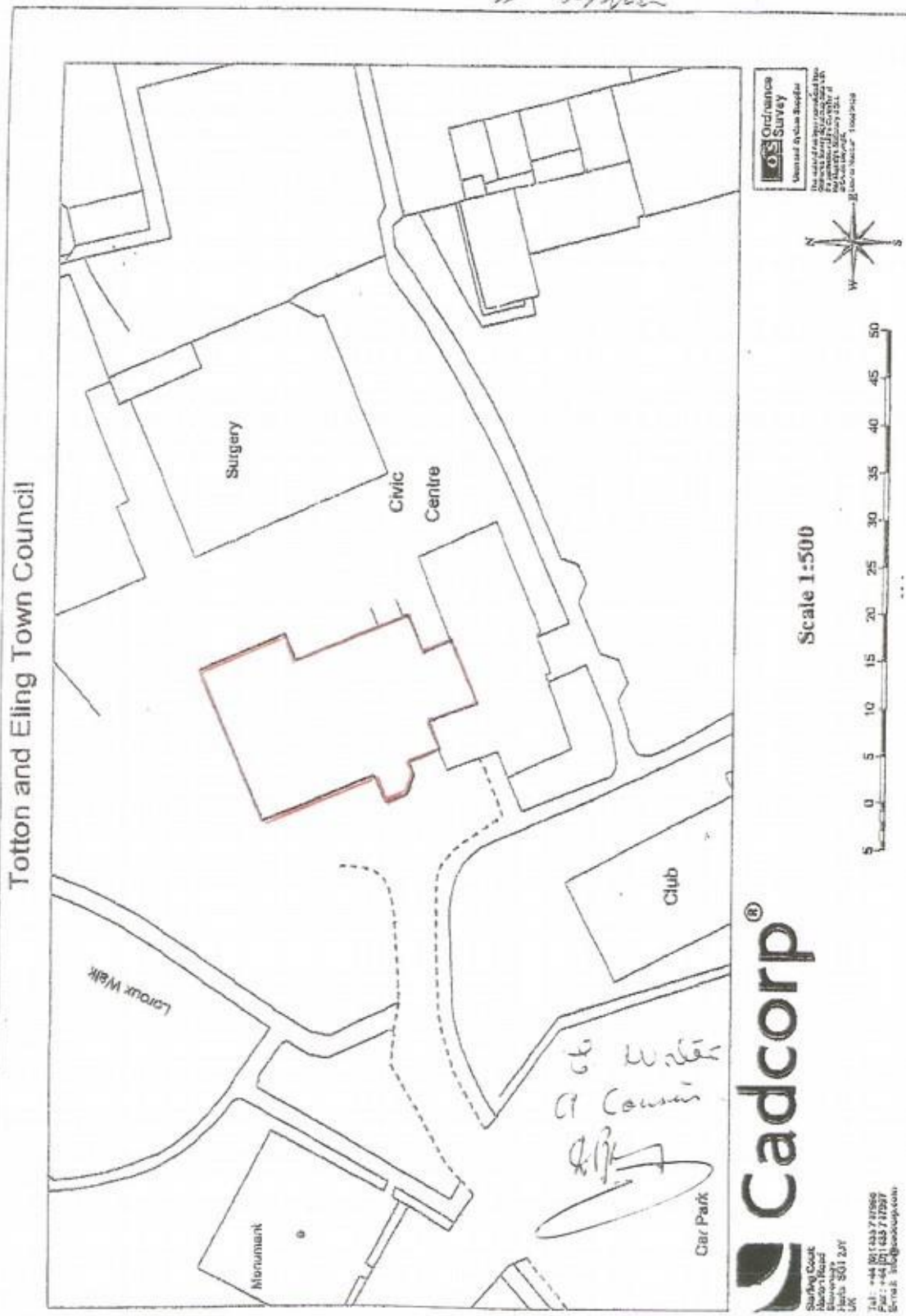
Signed as a Deed by the said **David Paul Hosking**
in the presence of Gillian W Clark, Solicitor

Signed as a Deed by the said **Audrey Eileen Ruth Cousins**
in the presence of Gillian W Clark, Solicitor

PLAN 1

PLAN 1

David Bell
W. P. R. H.



PLAN 2

