



OXENHOPE PARISH COUNCIL

Signed: *Janet Foster* 7th December 2018
Mrs Janet Foster, Clerk to the Parish Council
Tel No.: 07972717058
E-mail: clerk@oxenhopeparishcouncil.gov.uk

You are summoned to attend the monthly meeting of Oxenhope Parish Council to be held at 7.30 p.m. on Wednesday 12th December 2018 at Oxenhope Methodist Church

AGENDA

198/18 Apologies

To note any apologies offered and approve reasons for absence.

199/18 Disclosures of Interest

To receive disclosures of pecuniary interests and other interests from members on matters to be considered at the meeting.

200/18 Applications for a Dispensation

To grant, or otherwise, the applications as received by the Clerk.

201/18 Minutes of Meetings (previously circulated to Members)

- a) To confirm the minutes of the Parish Council's monthly meeting held on 14th November 2018 as a true and correct record.
- b) To discuss any matters arising from the minutes.
- c) To receive information on the December Outstanding Issues Report (Appendix 1) and decide further action where necessary.

202/18 Public Question Time

To welcome members of the public and to receive their representations.

203/18 Guest Speakers

- a) Police
- b) Worth Valley Ward Councillors
- c) John Parkin, Headteacher at Oxenhope C of E School

204/18 Planning

To consider and decide upon the following planning applications:

- a) **17/0297/FUL** Non Material Amendment to planning permission 17/00297/FUL: to include changes to floor levels and ground levels, roof alterations and minor alterations to doors and windows at Moorhouse Farm Moorhouse Lane Oxenhope BD22 9RX.
- b) **18/04729/PAR** Change of use of agricultural building to dwelling at agricultural barn at New Stones Farm Hebden Bridge Road Oxenhope.

205/18 Safety Inspection Reports for the Allotments and Marsh Common (Appendix 2)

To note the reports for the Allotments and Marsh Common.

206/18 Correspondence (Appendix 3)

To consider the following new correspondence received and to decide action where necessary: -

- a) Email from Damian Fisher about cuts to Bradford Council's street cleaning budget.
- b) Emails from Kathryn Jones about proposal to remove of Council Tax Support Grant in 2020/21 budget.
- c) Email from Oxenhope resident about public common at Delf Hill

207/18 Rose Garden

To receive a verbal update from Cllr Eastwood about the successful application to the Ovenden Wind Farm Grant Fund.

208/18 Draft Lease Community Asset Transfer Rose Garden (Appendix 4)

To review and approve, or otherwise, the draft lease from Bradford Council in relation to the Rose Garden.

209/18 Parcels of Land off Mallard View

To receive an update from Cllr Eastwood on negotiations and agreement on the parcels of land off Mallard View (including the Horseshoe Dam).

210/18 Dementia Friendly Community (DFC)

To discuss and decide how the Parish Council wants to progress the DFC project.

211/18 Stones Common

To received a verbal report from Cllr McManus about Stones Common.

212/18 Village Warden

To receive a report from Cllr Eastwood about the option of employing a Village Warden in Oxenhope.

213/18 Financial Matters

- a) To authorise, or otherwise, expenditure up to £9,672, funded by Ovenden Wind Farm Grant, on benches, noticeboard and plants for the Rose Garden.
- b) To authorise, or otherwise, expenditure of £350 (plus VAT) to AWB Charlesworth for the engrossment and registration of the lease with Bradford Council in relation to the Rose Garden.
- c) To authorise, or otherwise, payment of £136 to renew the Clerk's membership of the Society of Local Council Clerks (SLCC)
- d) To consider possible projects for inclusion in 2019/20 budget including:

- Employing a village warden
- Replacing Christmas lights
- Replacing the allotment fencing

e) To authorise, or otherwise, the following accounts for payment:

Payee	Cheque No.	Amount	Description
H3G (Three)	Direct Debit	£10.00	Phone
Yorkshire Water	101320	£12.48	Water for allotments 16/08/18 to 22/11/18
AWB Charlesworth	101321	£217.54	Search fees – Land off Mallard View

f) To note the following payments previously authorised: -
Clerk's salary and home working allowance (01.12.18 - 31.12.18).

g) To note the budget and bank reconciliation for 2018/19 (Appendix 5).

214/18 Minor items and items for next agenda

To discuss minor items and to note items for the next agenda.

215/18 To note the date and time of the next meeting

The next monthly meeting will be on Wednesday 9th January 2019 at 7.30 p.m.

THIS IS A MEETING HELD IN PUBLIC - ALL WELCOME

Appendix 1 – December outstanding issues report

Subject	Issues	Responsibility	Date last actioned	Outcome/ Notes/further action required
Emergency Planning	Emergency Plan drafted	Cllr Harrop and Cllr Maw	September 2018	Draft emergency plan updated following meeting on 17 th Sept. 2018 and has been submitted to Chris Slaven, Emergency Planning Officer, Bradford MDC
Representation on School Governing Body	Meeting to be arranged with school and Cllr Ashcroft	Cllr Ashcroft	14/06/17	Yes
cPADS	Application for funding of two further cPADs	Clerk	July 2018	Clerk to research funding sources.
Safeguarding training	Safeguarding training to be provided for all Councillors	Clerk	13/12/17	Yes
Rose Garden	Awaiting lease	Clerk	12/12/18	Lease to be approved by Oxenhope Parish Council

Appendix 2 – Allotment Report and Marsh Common

Allotments Safety Inspection Report

Name: Joyce Harrop

Date 10 November 2019

Weather Alright fine windy

Time 9.45 am

	See n √	Comment if necessary
Water drainage – Monthly Basis (unless substantial rainfall or a prolonged period of rain)		
Any defects e.g. collection of water on any one plot?	√	
Plots – Monthly Basis		
Any hazards e.g. broken glass, containers of chemicals?	√	
Access track - Monthly Basis		
Any defects e.g. pot holes, glass etc?	√	
Any unauthorised vehicular use?	√	
Any dog fouling visible on or within close proximity of access track?	√	
Gates – Monthly Basis		
Pedestrian swing gate working as it should?	√	
Field gate intact?	√	
Vegetation – Monthly Basis		
Any vegetation need removing and/or cutting well back?	√	
Trees – Monthly Basis		
Any overhanging branches need removing?	√	
Fires – Monthly Basis		
Any burning of garden refuse under control and not causing a nuisance to neighbouring properties?	√	
Boundary walls – Monthly Basis		
Any defects?	√	
Fencing – Monthly Basis		
Any defects?	√	

I certify that I inspected the above route on the above date when the only defects observed were those recorded above.

Inspector's Signature *Joyce Harrop*

REPORT

The fence behind plot 12 has been "Cow dozed ". The farmer has temporarily mended it with pallets. The plot holder says he will mend it properly in the spring.

I received an email from plotholder 5 to tell me that the greenhouse on plot 4 B had been blown over, he was unable to contact plot holder 4b. I contacted Craig on plot 4B, he had already removed the glass. He believes the wind caught it because it had had to be moved into a new position. He thinks he will remove the whole frame and use a poly tunnel.

I have contacted the allotment holders and asked them to clear the access paths and work between themselves.

Marsh Common Safety Inspection Report

Name: D Hopkinson

Date 3 December 2018

Weather Wet, overcast

Time 11.00

Culvert, beck & ditches – Monthly Basis (unless substantial rainfall or a prolonged period of rain)		No major changes in condition of Common
Water free flowing?	<input type="checkbox"/>	Both culverts heavy flow and steady flow in side ditch.
Free of debris?	<input type="checkbox"/>	Culverts fine but side ditch has become partly overgrown and covered in leaves.
Footpath - Monthly Basis		Footpath through common narrow and muddy in places. Adjoining land overgrown.
Any defects e.g. pot holes, glass etc?	<input type="checkbox"/>	Work on footpath not yet undertaken.
Any unauthorised vehicular use e.g. off road motor bikes etc?	<input type="checkbox"/>	No signs of vehicular use,
Any dog fouling visible on or within close proximity of footpath?	<input type="checkbox"/>	None apparent. Large Sign attached to entrance gate has become faded and in need of replacement.
Seating – Monthly Basis		
Any defects which may cause personal injury?	<input type="checkbox"/>	None
Adequately secured to the ground?	<input type="checkbox"/>	Yes
Gates – Monthly Basis		
Kissing gate working as it should?	<input type="checkbox"/>	Yes.
Padlock and chain on the field gate intact?	<input type="checkbox"/>	Yes
Padlock on the palisade fencing gate in full working order?	<input type="checkbox"/>	Yes
Vegetation – Monthly Basis		
Any vegetation need removing and/or cutting well back?	<input type="checkbox"/>	Evidence of knotweed growth in a few places. May need treatment next year. Vegetation has died back
Trees – Monthly Basis		
Any overhanging branches need removing?	<input type="checkbox"/>	None
Fencing – Monthly Basis		
Any defects?	<input type="checkbox"/>	Reasonable.
Boundary walls – Monthly Basis		
Any defects?	<input type="checkbox"/>	Reasonably sound

I certify that I inspected Marsh Common on the above date when the only defects observed were those recorded above. Inspector's SignatureD Hopkinson

Appendix 3 – Correspondence

a) Email from Damian Fisher, Shipley Area Coordinator

Date: 27th November 2018

Subject: Street Cleansing Cuts – Parish Councils

As you may know the street cleansing budget is set to be cut by just over £1m in in April 2019 (approx. 25%). Earlier in the year at one of the Parish Council Liaison group meetings I did say I would come and talk to you when I knew the specifics of where the cuts would fall and the some more detail etc. The cuts unsurprisingly mainly fall on vehicles and staffing and this will mean a complete service redesign moving forward across the district.

I know many of you have expressed a desire to help the service to mitigate the cuts and I would be more than willing to have a conversation with you over the next month or so as to how we could achieve this.

Please let me know if you want to meet up and I will arrange a date to suit.

Kind regards

Damian Fisher

Shipley Area Coordinator

b) Emails from Kathryn Jones, Policy Officer, Bradford Council

Date: 26th November 2018 and 5th D

Subject: Proposed cut to Council Tax support grant in 2020/21

I just wanted to let you know that the Council's budget proposals for 2019/20 & 2020/21 have just been published ahead of the Executive meeting on 4 December when the report is presented. Bearing in mind the lengthy nature of the report I wanted to draw to your attention as soon as possible to a proposal which directly relates to the district's Local Councils.

It is proposed that in 2020/21 (the financial year after next) that the Council Tax support grant given to parish and town councils be ceased. You will find this listed in appendix D page 31, proposal reference 6F1. The full report can be found here [PROPOSED FINANCIAL PLAN UPDATED 2019/20 TO 2020/21](#).

At our next liaison meeting we will ensure that there is an item on the agenda to discuss this proposal along with the wider budget. However you are of course very much welcome to use the usual channels to contribute to the consultation as well. Once Executive have met next week, there will be an online consultation that you can contribute to, details of which I will circulate then. The consultation will then close on 27 January 2019.

Many thanks

Kathryn Jones

Policy Officer

Office of the Chief Executive

Dear Local Councils,

Further to my email just over a week ago about the Council's budget consultation, I can now confirm that Executive have met and approved the proposals for consultation.

The Council's web site provides full details of the consultation, www.bradford.gov.uk/budget, including an explanation of where the Council's money comes from, the overall savings and investments to be made including Council Tax, and how we are aligning resources to meet the Council's priorities. Information is also available on the specific proposals being consulted on, along with an outline of any equality impacts. The detail of the proposals themselves can be found in the document "Proposed Financial Plan updated 2019-20 to 2020-21", also available on the above web page.

The page includes a link to the **budget survey** which we encourage you to complete to share your views with us. We will of course have an item on the budget at our next liaison meeting on 16 January. In the mean time please also share this communication with your networks and encourage people to share their views. The consultation is open until 27 January 2018.

Best wishes,

Kathryn Jones

Policy Officer

Office of the Chief Executive

c) Email from Oxenhope Resident

Date: 6th December 2018

Subject: Public Common – Delf Hill

Hello Janet.

I would like to bring to the councils attention damage being caused by illegal off-roading to a small area of public common, known locally as Delf hill at the top of Bodkin Lane.

Locals have occasionally used the ground for off-roading and this is generally not a problem, but over the past couple of years it seems to have become very popular. More worryingly, some of the people using it have started fly tipping.

I have been in contact with Rick Hill from Bradford council's Countryside team who is fully aware of the problem but says there is little he can do as Delf hill is public common. He has suggested that with the parish council's consent/input that we may be able to come up with a solution. My suggestion would be to fence or block off access to vehicles from Bodkin Lane and plant the area with trees. Public access would of course still be available and it may be an idea to put a seat or picnic area there similar to that at Hardnaze Clough. I have also spoken with Ian Butterfield from the Forest of Bradford project; he says that there may be some funding available for the trees/fence. The trees would have to be of a suitable species such as pine, birch and mountain ash, and planted sympathetically so as to look natural in their surroundings.

These of course are just suggestions and could be explored further at the next Parish meeting.

Appendix 4 – Draft Lease Rose Garden Community Asset Transfer

LEASE

Date : 2018
Landlord : City of Bradford Metropolitan District Council
Tenant : Oxenhope Parish Council
Property : Land at Station Road and Hebden Bridge Road
Oxenhope, known as The Rose Garden

Parveen Akhtar
City Solicitor
City of Bradford Metropolitan District Council
City Hall
Bradford BD1 1HY

Corp/PCD/69882

PRESCRIBED CLAUSES

LR1. Date of lease 2018

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

YY65807

LR2.2 Other title numbers

None

LR3. Parties to this lease

Landlord

City of Bradford Metropolitan District Council
City Hall Bradford BD1 1HY

Tenant

Oxenhope Parish Council of 62 Marldon Road
Northowram, Halifax HX3 7BP

Other parties

None

LR4. Property

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

See the definition of "Property" in clause 1 of this lease.

LR5. Prescribed statements etc.

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

None

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

None

LR6. Term for which the Property is leased

The term as specified in this lease at clause 1 in the definition of "Lease Period".

LR7. Premium	None.
LR8. Prohibitions or restrictions on disposing of this lease	This lease contains a provision that prohibits or restricts dispositions.
LR9. Rights of acquisition etc.	<p><i>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.</i></p> <p>Not applicable</p> <p><i>LR9.2 Tenant's covenant to (or offer to) surrender this lease</i></p> <p>Not applicable</p> <p><i>LR9.3 Landlord's contractual rights to acquire this lease</i></p> <p>Not applicable</p>
LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property	None
LR11. Easements	<p><i>LR11.1 Easements granted by this lease for the benefit of the Property</i></p> <p>See clause 3 of this lease</p> <p><i>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</i></p> <p>See clause 3 of this lease</p>
LR12. Estate rent charge burdening the Property	Not applicable
LR13. Application for standard form of restriction	None
LR14. Declaration of trust where there is more than one person comprising the Tenant	Not applicable

L E A S E dated

2018

1. PARTICULARS

In this lease where the following words are used with initial capital letters they have the following meanings:-

Landlord	City of Bradford Metropolitan District Council of City Hall Bradford BD1 1HY
Tenant	Oxenhope Parish Council of 62 Marldon Road, Northowram, Halifax HX3 7BP
Ancillary Commercial Use	any commercial use of part of the Property where the whole or part of the profits from such use are reinvested into the Use Allowed or Community Purposes
Chargee	means a chargee or mortgagee to whom the Landlord has consented including any successor in title and any other grant funding body set up as a successor to and carrying out the functions of the chargee or mortgagee
Commercial Use	any commercial use of the whole or part of the Property where no part of the profits from such use are reinvested into the Use Allowed or Community Purposes
Community Purposes	any purpose or activity for promoting or improving economic social or environmental well being in the Landlord's local authority area and surrounding areas
Guarantor	any person who becomes the guarantor under this lease
Insured Risks	fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, riot, civil commotion and other risks which the Landlord acting reasonably requests in

writing to be insured where insurance cover in respect of the risk in question is for the time being available in the London insurance market on reasonable terms and at reasonable rates

Interest Rate

4% above the base rate from day to day of National Westminster Bank plc or any other clearing bank reasonably specified by the Landlord and notified to the Tenant in writing

Lease Period

the period of 99 years starting on the date of this lease together with any agreed or statutory extension of such period

Local Bylaws

the local Bylaws for Pleasure Growth, Public Walks and Open Spaces in the District of Bradford dated 18 September 2000 as amended or replaced annexed at Schedule 2

Month

a calendar Month

Plan

the plan numbered H-113-009 attached at Schedule 3

Property

the Landlord's freehold land registered at HM Land Registry with title number YY658027 being formal public gardens within an area of approximately 1,402 square metres at Station Road and Hebden Bridge Road, Oxenhope, Keighley BD22 9LJ and known as The Rose Garden shown edged red on the Plan together with any buildings or structures which may at any time during the Lease Period be erected upon the Property

Rent

one peppercorn per year (if demanded) payable on the Rent Days

Rent Days

the date of this lease and each anniversary of it

Schedule of Condition

the survey of the condition of the Property at Schedule 1

Uninsured Risk

any risk which is not an Insured Risk (either because that risk has not been insured against or it has been insured against but a limitation or exclusion applies)

Use Allowed

as public gardens including any Ancillary Commercial Use

2. INTERPRETATION, NOTICES AND ARBITRATION

In this lease:

- 2.1 the Property includes all walls fences and structures on the boundaries of the Property unless they are marked with "T" marks outwards on the attached plan
- 2.2 whenever more than one person or company is the Landlord or the Tenant their obligations can be enforced against all or both of them jointly and against each other individually
- 2.3 the Landlord includes the person who at any particular time has the right to receive rent under this lease
- 2.4 the Tenant includes the person who at any particular time is given the right by this lease to possess the Property
- 2.5 the rules about serving notices in Section 196 of the Law of Property Act 1925 (as since amended) apply to any notice given under this lease and a notice to the Tenant may be sent to or left for the Tenant at the Property
- 2.6 the term authorised guarantee agreement has the same meaning as is given to it by the Landlord and Tenant (Covenants) Act 1995 and any authorised guarantee agreement:
 - 2.6.1 is to be in the terms set out in the guarantee clause of this lease and
 - 2.6.2 will cease to have effect when the transferee is released from the tenant covenants of the lease by virtue of the Landlord and Tenant (Covenants) Act 1995 or with the consent of the Landlord
- 2.7 the clause headings do not form part of this lease
- 2.8 a person includes a corporate or unincorporated body
- 2.9 references to writing or written do not include e-mail
- 2.10 except where a contrary intention appears a reference to a clause or Schedule is a reference to a clause of or Schedule to this lease and a reference in a Schedule to a paragraph is to a paragraph of that Schedule
- 2.11 clause, schedule and paragraph headings do not affect the interpretation of this lease
- 2.12 notwithstanding any other tenant statutory rights the security of tenure provisions under Part II of the Landlord and Tenant Act 1954 apply to this lease

3. LETTING

The Landlord lets the Property to the Tenant for the Lease Period subject to all rights, covenants and restrictions affecting the Property including the matters referred to at the date of this lease on the register of title number YY65807 in return for the Rent reserved by this lease and on the terms contained in this lease and the Tenant and the Landlord are to have the following rights:-

- 3.1 the Tenant is to have the rights previously enjoyed by the Property to use drains sewers conduits pipes and cables passing through the adjoining property of the Landlord and the right for the Tenant and his visitors to come and go to and from the Property over the parts of the adjoining property of the Landlord designed or designated for that purpose the Tenant to cause as little inconvenience or disturbance as reasonably possible with any damage being made good to the Landlord's reasonable satisfaction

- 3.2 the Landlord is to have any rights previously enjoyed over the Property and to use and connect into drains sewers conduits pipes and cables passing through the Property and the right for the Landlord and his tenants of the adjoining property and their visitors to come and go to and from the adjoining property over the parts of the Property designed or designated for that purpose the Landlord to cause as little inconvenience or disturbance as reasonably possible with any damage being made good to the Tenant's reasonable satisfaction
- 3.3 the Landlord is to have the right to use and to permit others to use the outside of the exterior walls of the Property for advertisement hoardings and for any other uses which do not materially interfere with the Tenant's use of the Property in accordance with this lease
- 3.4 neither the grant of this lease nor anything in it confers any right over the Landlord's adjoining property and is not to be taken to show that the Tenant may have any right over the Landlord's adjoining property and section 62 of the Law of Property Act 1925 does not apply to this lease

4. PAYMENTS BY THE TENANT

4.1 The Tenant is to pay the Landlord (with nothing deducted or set off but adding Value Added Tax where payable):

4.1.1 the Rent

and the following sums (which are to be recoverable as rent) within 14 days of demand:

4.1.2 all costs properly incurred by the Landlord in insuring the Property if the Landlord has to insure the Property under clause 11

4.1.3 a fair proportion of the proper cost of repairing maintaining and cleaning party walls party structures yards gardens roads paths gutters drains sewers conduits pipes cables and other things used or shared with any adjoining property

4.1.4 the proper cost of any necessary works to the Property which the Landlord does after the Tenant defaults (the Tenant having first been notified in writing of such default and having been given a reasonable period to remedy such default)

4.1.5 the reasonable and properly incurred costs and expenses (including professional fees and expenses) which the Landlord incurs in:

4.1.5.1 dealing with any application by the Tenant for consent or approval whether or not it is given (save where the Landlord unlawfully withholds consent or approval)

4.1.5.2 preparing and serving a notice of a breach of the Tenant's obligations under Section 146 of the Law of Property Act 1925 even if forfeiture of this lease is avoided without a court order

4.1.5.3 preparing and serving schedule of dilapidations either during the Lease Period or recording failure to give up the Property in the appropriate state of repair when this lease ends

4.1.5.4 registering each document which this lease or the Landlord requires the Tenant to register for which the Tenant is to pay a fee in accordance with clause 7.7

4.1.6 a sum equal to the market rent for the Property for the period which it would reasonably take to bring the Property to the state of repair and condition in which it ought to have been if the Tenant had performed his obligations under this lease at the date upon which this lease ends or is determined less any income received from the Property during that period

4.1.7 a sum equal to any loss suffered by the Landlord after the end of the Lease Period of rating relief which may be applicable to empty premises by reason of such relief being allowed to the Tenant in respect of any period before the end of the Lease Period

4.1.8 interest at the Interest Rate on any of the above payments when more than fourteen days overdue to be calculated from its due date

4.2 The Tenant is also to make the following payments with Value Added Tax where payable:

4.2.1 all periodic rates taxes and outgoings relating to the Property during the Lease Period (even if of a novel nature) including any imposed after the date of this lease to be paid as soon as reasonably practicable to the authorities to whom they are due save for any rates taxes or outgoings incurred by the Landlord as a result of the receipt of rents or any dealings with the Landlord's interest in the Property

4.2.2 the proper cost of the grant renewal or continuation of any licence or registration required for the use of the Property for the Use Allowed to be paid to the appropriate authority following demand

4.3 The Tenant shall at all times comply with the Local Bylaws and all other regulations which apply to the Property

5. USE OF THE PROPERTY

The Tenant is to comply with the following requirements as to the use of the Property and any part of it and is not to authorise or allow anyone else to contravene them:

5.1 to use the Property only for the Use Allowed and Ancillary Commercial Use and:

5.1.1 in particular but without prejudice to the generality of this clause 5.1 the Tenant shall not use the Property or any part of it for Commercial Use however this shall not prevent the Tenant's undertenants or licensees from using the Property for a Commercial Use provided that the Tenant's grant to them is for an Ancillary Commercial Use

5.1.2 any dispute between the parties as to whether a use is a Commercial Use or an Ancillary Commercial Use shall be referred to mediation or arbitration

5.2 not to obstruct any part of the Property used for access to any adjoining property

5.3 not to do anything which might invalidate any insurance policy covering any part of the Property

5.4 not to use the Property as an auction house but this shall not prevent holding an auction sale in the Property as a fundraising event to fund the Use Allowed

5.5 not to use any part of the Property for any activities which are dangerous offensive noxious illegal or immoral or which are or may become a nuisance to the Landlord or to the owner or occupier of any neighbouring property

5.6 not to display any signs or advertisements except:

5.6.1 the name and logo of the Tenant or any undertenant

5.6.2 the description of the premises

5.6.3 relating to events arranged by the Tenant

- 5.6.4 signs required by a Chargee
- 5.6.5 signs required for health and safety
- 5.6.6 signs giving directions to users
- 5.6.7 as part of a normal window display or on the shop front any of which must be in keeping with the Property or with the prior written consent of the Landlord
- 5.7 not to overload the floors or walls of the Property
- 5.8 to comply with the terms of every Act of Parliament order regulation byelaw rule licence and registration authorising or regulating the use of the Property and to obtain renew and continue any licence or registration which is required
- 5.9 to give the Landlord a copy of any notice concerning the Property or any neighbouring property as soon as the Tenant receives it
- 5.10 not to apply for planning permission relating to the use or alteration of the Property unless the Landlord gives written consent in advance such consent not to be unreasonably withheld or delayed

6. CONDITION OF THE PROPERTY: REPAIR ALTERATION AND WORKS

The Tenant is to comply with the following requirements as to the condition of the Property:

- 6.1 Subject to clause 6.2, to keep the Property in at least as good a state of repair and condition (including decorative repair and condition) as evidenced by the schedule of condition annexed to this lease but the Tenant need not:
 - 6.1.1 alter or improve the Property unless necessary for the purpose of repair or replacement
 - 6.1.2 make good damage caused by an Insured Risk except to the extent that the policy monies have not been paid because of any act or default of the Tenant or of anyone for whose actions the Tenant is responsible
- 6.2 to keep the Property in a good state of repair so that it is fit for the purpose of the Use Allowed
- 6.3 to keep any external areas in good repair including but not so as to be exhaustive maintenance of grassed areas by proper and regular mowing, keeping any landscaped or planted areas neat and tidy with gardens well stocked and weed free, trees properly pruned, all external furniture, footpaths, waste and litter bins, notices, water features and watercourses in good condition
- 6.4 to keep the Property clean and tidy and litter free and to ensure that any litter bins within the Property are emptied regularly

- 6.5 to do the work to the Property which any authority acting under an Act of Parliament requires
- 6.6 If the Tenant fails to do any work which this lease requires him to do and the Landlord gives him written notice to do it the Tenant is to:
 - 6.6.1 start the work as soon as reasonably practicable having regard to the nature of the works (but immediately in case of emergency)
 - 6.6.2 proceed diligently with the work and
 - 6.6.3 in default permit the Landlord to do the work
- 6.7 not to make any structural alterations or additions to the Property without the Landlord's consent in writing (such consent not to be unreasonably withheld or delayed)
- 6.8 not to make any other alterations to the Property without the Landlord's consent in writing (such consent not to be unreasonably withheld or delayed) are obtaining all other necessary statutory and non-statutory approvals and consents provided that notwithstanding the provisions of this clause 6.8 the Tenant may install alter or remove non-structural demountable partitioning in the Property without having to obtain the Landlord's consent
- 6.9 within two Months after carrying out any repairs or alterations affecting any electrical installation included in the Property to produce to the Landlord evidence from a contractor approved by the National Inspection Council for Electrical Installation Contracting that the work has been carried out in accordance with the then current standards of the Institute of Electrical Engineers
- 6.10 not to put up any signs noticeboards banners or any other similar items without having obtained all appropriate and required consents and approvals and which are appropriate and reasonable in respect of the location and type of Property

7. TRANSFERS AND DEALINGS WITH THE PROPERTY

The Tenant is to comply with the following requirements as to transfers and dealings with the Property:-

- 7.1 not to transfer charge underlet part with or share the occupation possession or use of the Property or any part of the Property except as authorised by this lease

- 7.2 the Tenant may transfer or charge the whole or substantially the whole of the Property or a part of the Property which is not the whole or substantially the whole of the Property (a "Permitted Part") if the Landlord gives written consent in advance such consent not to be unreasonably withheld or delayed provided that where the Chargee is the Heritage Lottery Fund or such equivalent body the consent of the Landlord shall not be required to a transfer of the whole of the Property to a third party at the direction of a Chargee or by a Chargee in possession (a "Permitted Transfer") where such third party is not proposing to use the Property or any part of it for a Commercial Use
- 7.3 the transferee is (if reasonable in the circumstances) to arrange for two guarantors approved by the Landlord (and the Landlord is not entitled to withhold or delay that approval unreasonably) to execute a guarantee on the terms set out clause 16 in this lease
- 7.4 the Tenant shall not underlet or grant a licence or permit use or occupation of the whole or substantially the whole of the Property except to another charitable community organisation and with the prior written consent of the Landlord and in accordance with clause 7.6 or of a Permitted Part except in accordance with clause 7.5
- 7.5 In relation to a Permitted Part:
- 7.5.1 the Tenant shall not underlet or grant a licence for use of a Permitted Part:
- 7.5.1.1 together with any property or any right over property that is not included within this lease
- 7.5.1.2 at a fine or premium or reverse premium
- 7.5.2 the Tenant shall not grant an underlease of a Permitted Part unless before the underlease is granted the Tenant has given the Landlord:
- 7.5.2.1 a certified copy of the notice served on the undertenant as required by Section 38A(3)(a) of the Landlord and Tenant Act 1954 applying to the tenancy to be created by the underlease
- 7.5.2.2 a certified copy of the declaration or statutory declaration made by the undertenant in accordance with the requirements of Section 38A(3)(b) of the Landlord and Tenant Act 1954

7.5.3 any underletting granted by the Tenant of a Permitted Part shall be by deed and shall include:

7.5.3.1 in the case of an underlease to which the provisions of Sections 24 to 28 of the Landlord and Tenant Act 1954 apply an agreement between the Tenant and the undertenant that the provisions of Sections 24 to 28 of the Landlord and Tenant Act 1954 are excluded from applying to the tenancy created by the underlease

7.5.3.2 a covenant by the undertenant not to assign the whole or part of the Property

7.5.3.3 a covenant by the undertenant enforceable by and expressed to be enforceable by the Landlord (as superior landlord at the date of grant) and its successors in title in their own right to observe and perform the tenant's covenants in the underlease and any document that is supplemental or collateral to it and not to do or omit to do anything that would make the Tenant in breach of the tenant covenants in this lease except the covenants to pay the rents reserved by this lease

7.5.3.4 provisions requiring the consent of the Landlord to be obtained in respect of any matter for which the consent of the Landlord is required under this lease

7.6 In relation to any underlease of which the Tenant has obtained the prior written consent of the Landlord:

7.6.1 the Tenant shall not underlet:

7.6.1.1 together with any property or any right over property that is not included within this lease

7.6.1.2 at a fine or premium or reverse premium

7.6.2 the Tenant shall not grant an underlease unless before the underlease is granted the Tenant has given the Landlord:

7.6.2.1 a certified copy of the notice served on the undertenant as required by Section 38A(3)(a) of the Landlord and Tenant Act 1954 applying to the tenancy to be created by the underlease

- 7.6.2.2 a certified copy of the declaration or statutory declaration made by the undertenant in accordance with the requirements of Section 38A(3)(b) of the Landlord and Tenant Act 1954
 - 7.6.3 any such underletting granted by the Tenant shall be by deed and shall include:
 - 7.6.3.1 in the case of an underlease to which the provisions of Sections 24 to 28 of the Landlord and Tenant Act 1954 apply an agreement between the Tenant and the undertenant that the provisions of Sections 24 to 28 of the Landlord and Tenant Act 1954 are excluded from applying to the tenancy created by the underlease
 - 7.6.3.2 a covenant by the undertenant not to assign the whole or part of the Property
 - 7.6.3.3 a covenant by the undertenant enforceable by and expressed to be enforceable by the Landlord (as superior landlord at the date of grant) and its successors in title in their own right to observe and perform the tenant's covenants in the underlease and any document that is supplemental or collateral to it and not to do or omit to do anything that would make the Tenant in breach of the tenant covenants in this lease except the covenants to pay the rents reserved by this lease
 - 7.6.3.4 provisions requiring the consent of the Landlord to be obtained in respect of any matter for which the consent of the Landlord is required under this lease
- 7.7 within four weeks after any transfer or charge or underletting of the whole or part of the Property the Tenant is to notify the Landlord and send to the Landlord a copy of the relevant document for registration with a registration fee of a minimum of £50 plus VAT or such other reasonable amount as the Landlord may require

8. INDEMNITY

- 8.1 The Tenant agrees to keep the Landlord indemnified against all claims (including reasonable and proper costs and expenses in connection with claims) against the Landlord arising from:-
- 8.1.1 any breach of covenant on the part of the Tenant contained in this lease
 - 8.1.2 the use of the Property
 - 8.1.3 any works carried out during the Lease Period to the Property by the Tenant
 - 8.1.4 any act neglect or default by the Tenant or his respective servants or agents or any person on the Property with the actual or implied authority of the Tenant
- 8.2 The Tenant will insure the Property in the joint names of the Landlord and the Tenant with a reputable insurance office against the Tenant's occupier's and third party liability rights for a sum of not less than £10 million and to produce to the Landlord within 14 days of demand such policy and receipt for payment of the premium

9. ACCESS FOR THE LANDLORD

- 9.1 The Tenant is to give the Landlord or anyone authorised by him in writing access to the Property for the following purposes:
- 9.1.1 inspecting the condition of the Property or how it is being used
 - 9.1.2 doing works which this lease permits the Landlord to do on default by the Tenant
 - 9.1.3 complying with any statutory obligations
 - 9.1.4 viewing the Property as a prospective buyer tenant or mortgagee
 - 9.1.5 valuing the Property
 - 9.1.6 inspecting cleaning or repairing adjoining property or any drains sewers conduits pipes wires or cables serving any adjoining property or connecting to them
 - 9.1.7 any other reasonable purpose
- 9.2 Access need only be given after two days written notice to the Tenant except in emergency when no notice is required and the Tenant is to permit access at any time
- 9.3 The Landlord is promptly to make good all damage caused to the Property and any goods there in the exercise of these rights to the reasonable satisfaction of the Tenant
- 9.4 When exercising any of the rights reserved by this clause 9 the Landlord shall:

- 9.4.1 cause as little disturbance and nuisance to the Tenant's occupation of the Property and the carrying on of its business as is reasonably practicable
- 9.4.2 not remain on the Property for longer than is reasonably necessary

10. INSURANCE – TENANT TO INSURE

- 10.1 The Tenant shall keep the Property insured with a reputable insurance office against loss or damage by the Insured Risks in the joint names of the Landlord and the Tenant or with the interest of the Landlord noted on the policy for the sum which the Tenant (acting properly) considers to be its full reinstatement cost (taking inflation of building costs into account). The Tenant's obligation to insure is subject to:
 - 10.1.1 any normal exclusions limitations excesses and conditions that may be imposed by the insurers; and
 - 10.1.2 insurance being available in the London insurance market on reasonable terms
- 10.2 The Tenant shall pay to the Landlord as soon as reasonably practicable following demand any properly incurred costs expended by the Landlord in obtaining a valuation of the Property for insurance purposes provided that a valuation is carried out no more regularly than once in any twelve Month period
- 10.3 The Tenant shall:
 - 10.3.1 give the Landlord notice as soon as reasonably practicable after becoming aware of the occurrence of any matter that any insurer or underwriter may treat as material in deciding whether or on what terms to insure or to continue to insure the Property
 - 10.3.2 not do or omit anything as a result of which any policy of insurance of the Property or any neighbouring property may become void or voidable or otherwise prejudiced or the payment of any policy money may be withheld
 - 10.3.3 comply at all times with the requirements of the insurers relating to the Property
 - 10.3.4 give the Landlord notice as soon as reasonably practicable after becoming aware of the occurrence of any damage or loss relating to the Property arising from an Insured Risk or of any other event that

might reasonably be expected to affect any insurance policy relating to the Property

10.3.5 procure that the Landlord is notified of any material change in the terms of any insurance policy as soon as reasonably practicable after the Tenant has become aware of the change

10.3.6 if requested by the Landlord to produce to the Landlord annually a copy of or a sufficient extract from every policy of insurance effected in accordance with clause 10.1 and the receipt for or other evidence of payment of the then current year's premium

10.4 If and whenever during the Lease Period the Property is damaged or destroyed by an Insured Risk or any of them then (subject to the following provisions):

10.4.1 all money received under any policy of insurance effected in accordance with clause 10.1 (except in respect of loss of rent) shall be placed into an account in the joint names of the Landlord and Tenant and shall subsequently be released to the Tenant from such account by instalments against architect's certificates or other reasonable evidence acceptable to the Landlord (such acceptance not to be unreasonably withheld or delayed and to be deemed given if no reasoned refusal is made within 21 days of an application for it) of expenditure actually incurred by the Tenant in rebuilding and reinstating the Property (including any costs to obtain all necessary planning and other consents) and all money received in respect of loss of rent shall be released to the Landlord on the Rent Days

10.4.2 the Tenant shall as soon as reasonably practicable use all reasonable endeavours to obtain all necessary planning and other consents and as soon as they have been obtained shall use all reasonable endeavours to rebuild and reinstate the Property in accordance with the consents making up out of the Tenant's own money any difference between the cost of rebuilding and reinstatement and the money received as referred to above (unless such deficiency shall arise or be due to any vitiation of such insurance by any act or default of the Landlord or its servants or visitors)

10.5 For the purposes of this clause the expression "the Supervening Events" means:

10.5.1 the Tenant has failed despite using its reasonable endeavours to obtain the necessary planning and other consents

- 10.5.2 any necessary planning and other consents have been granted subject to a lawful condition with which it would be impossible for or in all the circumstances it would be unreasonable to expect the Tenant to comply
- 10.5.3 some defect or deficiency in the site upon which the rebuilding or reinstatement is to take place would render the same impossible or would mean that the same could only be undertaken at a cost that would be unreasonable in all the circumstances
- 10.5.4 the rebuilding or reinstating is prevented by war act of God Government Action strike or lockout or
- 10.5.5 any other circumstances beyond the Tenant's control
- 10.6 The Tenant shall not be liable to rebuild or reinstate the Property if and for so long as such rebuilding or reinstating is prevented by the Supervening Events
- 10.7 If and upon the expiry of a period of three years commencing on the date of the damage or destruction the Property or the affected part thereof has not been rebuilt or reinstated so that the Property is fit for the Tenant's occupation and use then the Landlord or the Tenant may by notice served at any time thereafter on the other invoke the provisions of clause 10.8
- 10.8 Upon service of a notice in accordance with clause 10.7:
 - 10.8.1 the Lease Period will absolutely cease but without prejudice to any rights or remedies that may have accrued to either party against the other including (without prejudice to the generality of the above) any right that the Landlord might have against the Tenant for a breach of the Tenant's covenants set out in clause 10.4
 - 10.8.2 all money received in respect of the insurance effected by the Tenant pursuant to this clause shall belong to the Landlord
- 10.9 The Landlord covenants with the Tenant not to do or omit to do anything which could cause any policy of insurance effected in accordance with clause 10.1 to become void or voidable wholly or in part
- 10.10 This clause 10 shall not apply to any period during the Lease Period to which the Landlord and the Tenant have agreed in writing that the Landlord will insure and in which case clause 11 will apply until that agreement ends

11. INSURANCE – LANDLORD TO INSURE

- 11.1 If the Tenant at any time fails to keep the Property insured in accordance with his obligations under clause 10 or if the Landlord and the Tenant shall at any time during the Lease Period agree in writing the Landlord shall effect and maintain insurance under this clause 11
- 11.2 Subject to clause 11.3 the Landlord shall keep the Property (other than any plate glass at the Property) insured against loss or damage by the Insured Risks for the sum which the Landlord properly considers to be its full reinstatement cost (taking inflation of building costs into account). The Landlord shall not be obliged to insure any part of the Property installed by the Tenant [unless it has become part of the Property on completion of the Works]
- 11.3 The Landlord's obligation to insure is subject to:
- 11.3.1 any exclusions limitations excesses and conditions that may be imposed by the insurers; and
 - 11.3.2 insurance being available in the London insurance market on terms reasonably acceptable to the Landlord
- 11.4 The Tenant shall pay to the Landlord as soon as reasonably practicable following demand:
- 11.4.1 any sums properly expended by the Landlord under clause 11.2
 - 11.4.2 any amount that is deducted or disallowed by the insurers pursuant to any excess provision in the insurance policy and
 - 11.4.3 any properly incurred costs expended by the Landlord in obtaining a valuation of the Property for insurance purposes provided that a valuation is carried out no more regularly than once in any twelve month period
- 11.5 The Tenant shall:
- 11.5.1 give the Landlord notice as soon as reasonably practicable after becoming aware of the occurrence of any matter that any insurer or underwriter may treat as material in deciding whether or on what terms to insure or to continue to insure the Property
 - 11.5.2 not do or omit anything as a result of which any policy of insurance of the Property of which the Tenant has been provided with a copy may become void or voidable or otherwise prejudiced or the payment of any policy money may be withheld nor (unless the Tenant has previously notified the Landlord and has paid any increased or additional premium) anything as a result of which any increased or additional insurance premium may become payable
 - 11.5.3 comply at all times with the requirements of the insurers relating to the Property of which the Tenant has been informed
 - 11.5.4 give the Landlord notice as soon as reasonably practicable after becoming aware of the occurrence of any damage or loss relating to the Property arising from an Insured Risk or of any other event that might affect any insurance policy relating to the Property

- 11.5.5 not effect any insurance of the Property (except any plate glass contents and as required by clause 8.2) at the Property but if the Tenant becomes entitled to the benefit of any insurance proceeds in respect of the Property (other than in respect of plate glass contents and pursuant to clause 8.2) pay those proceeds or cause them to be paid to the Landlord
- 11.5.6 pay the Landlord an amount equal to any insurance money that the insurers of the Property refuse to pay by reason of any act or omission of the Tenant any undertenant or their respective workers contractors or agents or any person at the Property with the actual or implied authority of any of them
- 11.6 The Landlord shall as soon as reasonably practicable following damage to the Property subject to obtaining all necessary planning and other consents, use all insurance money received (other than for loss of rent) to repair the damage for which the money has been received or (as the case may be) in rebuilding the Property. The Landlord shall not be obliged to:
 - 11.6.1 provide accommodation identical in layout or design so long as accommodation reasonably equivalent to that previously at the Property is provided or
 - 11.6.2 repair or rebuild if the Tenant has failed to pay any of the Insurance Rent or
 - 11.6.3 repair or rebuild the Property after a notice has been served pursuant to clause 11.8
- 11.7 If the Property is damaged or destroyed by an Insured Risk so as to be unfit for occupation and use then unless the policy of insurance of the Property has been vitiated in whole or in part in consequence of any act or omission of the Tenant any undertenant or their respective workers contractors or agents or any person at the Property with the actual or implied authority of any of them (and unless the Tenant has paid to the Landlord such amount as has been vitiated) payment of the Rent or a fair proportion of it according to the nature and extent of the damage shall be suspended until the Property has been reinstated and made fit for occupation and use or until the end of three years from the date of damage or destruction if sooner
- 11.8 If following damage to or destruction of the Property by an Insured Risk either party considers that it is impossible or impractical to reinstate the Property they may terminate this lease by giving notice to the other. On giving notice this lease

shall determine but this shall be without prejudice to any right or remedy of either party in respect of any breach any of the covenants contained in this lease. Any proceeds of the insurance (other than any insurance for any plate glass contents or pursuant to clause 8.2) shall belong to the Landlord

- 11.9 If the Property is damaged or destroyed by an Insured Risk so as to be unfit for occupation and use and it remains so unfit two years and eleven Months after the date of the damage or destruction (the 'period of damage') then either party may terminate this lease by giving not less than one months notice to the other at any time after the end of the period of damage. On the expiry of such notice this lease shall determine but this shall be without prejudice to any right or remedy of either party in respect of any breach any of the covenants contained in this lease. Any proceeds of the insurance (other than any insurance for plate glass contents or pursuant to clause 8.2) shall belong to the Landlord

12. DAMAGE BY AN UNINSURED RISK

If the Property or any part of it is damaged or destroyed by an Uninsured Risk and as a result of that the Property cannot be used for the Use Allowed:

- 12.1 then payment of the Rent or a fair proportion of it according to the nature and extent of the damage shall be suspended until the Property has been reinstated and made fit for occupation and use or until the end of three years from the date of damage or destruction if sooner
- 12.2 and if the Property remains so unfit two years and eleven months after the date of the damage or destruction (the 'period of damage') then either party may terminate this lease by giving not less than one months notice to the other at any time after the end of the period of damage. On the expiry of such notice this lease shall determine but this shall be without prejudice to any right or remedy of either party in respect of any breach any of the covenants contained in this lease.
- 12.3 if following damage to or destruction of the Property either party considers that it is impossible or impractical to reinstate the Property they may terminate this lease by giving notice to the other. On giving notice this lease shall determine but this shall be without prejudice to any right or remedy of either party in respect of any breach any of the covenants contained in this lease
- 12.4 any dispute arising under this clause 12 is to be decided by mediation or arbitration

13. QUIET ENJOYMENT

The Landlord is to allow the Tenant to possess and use the Property without lawful interference from the Landlord anyone who derives title from the Landlord or any trustee for the Landlord

14. FORFEITURE

14.1 This lease comes to an end if the Landlord forfeits it by entering any part of the Property which the Landlord is entitled to do whenever:-

14.1.1 payment of any Rent is fourteen days overdue even if it was not formally demanded

14.1.2 the Tenant has committed a material breach of any of the terms of this lease

14.1.3 the Tenant otherwise ceases to exist

Provided That if:

14.1.4 at any time an event occurs which gives rise to a right of re-entry in accordance with the provisions above in clause 14.1 (“Relevant Event”) and

14.1.5 at the date of occurrence of the Relevant Event (“Relevant Date”) there is subsisting any mortgage or charge over or affecting the Tenant’s interest in the whole or any part of the Property (“the Charge”) and

14.1.6 on or before the Relevant Date the Tenant has given the Landlord notice of a Chargee and of the address for service of the Chargee for the purpose of this proviso (“Address for Service”)

then unless the Landlord has first given to the Chargee at its Address for Service not less than 9 weeks notice of its intention to do so the Landlord shall not exercise any right of re-entry in respect of the Relevant Event nor shall the Landlord exercise such right until the expiry of such notice nor shall the Landlord exercise such right if:

14.1.7 prior to the expiry of such notice the Chargee or a person of sound standing approved by the Landlord having regard to the breach complained of has entered into a binding covenant (in such form as the Landlord shall reasonably require) with the Landlord to observe and perform the obligations of the Tenant contained in this lease in

respect of which the Tenant shall be in breach and giving rise to the rights of re-entry and in the event of any breach by the Chargee or other approved person of its covenant then the Landlord shall (subject to any other rights of the Chargee in respect of any re-entry by the Landlord) be free to continue with its rights of re-entry as if such covenants had not been entered into

14.1.8 prior to the expiry of such notice the Chargee has brokered a Permitted Transfer in accordance with clause 7.2. In respect of any such brokerage the Chargee must give written notice to the Landlord within 9 weeks of service of the Landlord's notice of its intention to broker a Permitted Assignment and the details of the proposed assignee. Such Permitted Assignment must be completed within 14 weeks of service of the Landlord's notice. In the event that such notice from the Chargee is not given by the due date or that the Permitted Assignment is not completed by the due date then the Landlord shall (subject to any other rights of the Chargee in respect of any re-entry by the Landlord) be free to continue with its rights of re-entry

14.2 The forfeiture of this lease does not cancel any outstanding obligation of the Tenant or the Landlord arising before the date of forfeiture

15. END OF LEASE

15.1 When this lease ends (save where it is replaced by another lease made between the Landlord and the Tenant or their respective successors in title) the Tenant is to:

15.1.1 return the Property to the Landlord leaving it in the state and condition in which this lease requires the Tenant to keep it provided that where there has been damage or destruction by an Uninsured Risk and clause 13 does not apply the Landlord will accept the Property back in the state and condition that it is in following the damage or destruction by the Uninsured Risk

15.1.2 if the Landlord so requires and notifies the Tenant of the same at least three months prior to the end of the Lease Period remove anything which the Tenant has fixed to the Property (including any signs on the outside of the exterior walls of any building or structure on the Property) and make good any damage which that causes

15.1.3 allow the Landlord during the last six Months of the Lease Period to fix a notice in a reasonable position on the Property announcing that it is for sale or to let provided that such notice does not materially affect the Tenant's use of the Property for the Use Allowed and does not obstruct any signage or notices of the Tenant

15.2 Any statutory right of the Tenant to claim compensation from the Landlord on vacating the Property is excluded to the extent that the law allows

16. GUARANTEE

16.1 The guarantor agrees to compensate the Landlord for any loss incurred as a result of the Tenant failing to comply with an obligation in this lease during the Lease Period

16.2 If the Tenant is insolvent and this lease ends because it is disclaimed the guarantor agrees to accept a new lease of the Property in the same form but for a period commencing on the date of disclaimer and continuing for a period equal to the unexpired residue of the Lease Period but at the Rent then payable and with rent reviews on the same days as those specified or provided for in this lease

16.3 The guarantor is liable to the Landlord under this deed as principal debtor and his obligations remain fully effective even if the Landlord gives the Tenant extra time to comply with an obligation or does not insist on strict compliance with the terms of this lease

16.4 Prior to any Permitted Transfer of this lease the guarantor is to execute an authorised guarantee agreement

17. REGISTRATION OF THIS LEASE

Following the grant of this lease, the Tenant shall apply to register this lease at HM Land Registry within 30 days thereafter and the Tenant shall use reasonable endeavours to deal with any requisitions raised by HM Land Registry in connection with that application subject to the Landlord providing assistance to the Tenant where the replies to the requisition requires the Landlord's assistance.

18. CLOSURE OF THE REGISTERED TITLE OF THIS LEASE

As soon as reasonably practicable after the end of the Lease Period (and notwithstanding that the term has ended), the Tenant shall make an application to close the registered title of this lease and shall use reasonable endeavours to deal with any requisitions raised by HM Land Registry in connection with that application are properly dealt with as soon as reasonably practicable.

19. ARBITRATION

19.1 Where any matter under this lease is referred to arbitration the arbitrator shall be a person appointed by agreement between the parties or in the absence of agreement within fourteen days of one party giving notice to the other of its

nomination shall be a person nominated by the President for the time being of the Royal Institution of Chartered Surveyors the duly appointed deputy of the President or any person authorised by the President to make appointments on his behalf on the application of either party

19.2 The arbitration shall be conducted in accordance with the Arbitration Act 1996 except that if the arbitrator appointed or nominated pursuant to clause 19.1 shall die or decline to Act the process set out in clause 19.1 shall be repeated as often as may be necessary

19.3 The fees and expenses of the arbitrator shall be paid as directed by the arbitrator provided that if one party shall pay all of the arbitrator's fees and expenses such party shall be entitled to recover in default of payment within seven days of demand to that effect such proportion of them (if any) as the arbitrator shall award against the other party

20. THE TENANT

20.1 The Tenant confirms that this lease has been approved and ordered to be executed by a resolution passed at a duly constituted meeting of the board of directors of the Tenant

20.2 The Tenant covenants with the Landlord to put in place all necessary procedures to ensure that any dealings with the Property are properly authorised and comply with the terms of this lease

21. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

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

22. GOVERNING LAW AND JURISDICTION

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

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

23. TENANT'S BREAK CLAUSE

The Tenant may determine this lease at any time on giving not less than three months prior written notice to the Landlord and on the expiry of such notice this lease and everything contained in it shall cease and determine but without prejudice to any claim by the Landlord or the Tenant in respect of any antecedent breach of covenant or any condition contained in this lease. The notice referred to in this clause 23 will have no effect if on expiry of the notice and where the Rent is more than a peppercorn the Tenant has not paid any part of the Rent which was due to have been paid.

24. CERTIFICATE

There is no agreement for lease to which this lease gives effect

Executed as a deed by affixing

the common seal of the Landlord

in the presence of:

Authorised by the City Solicitor

Executed as a deed by

the Tenant acting by

one Director

in the presence of:

Witness:

Signed.....

Print Name.....

Address.....

.....

Occupation.....

SCHEDULE 1

Condition Survey

SCHEDULE 2

Local Bylaws

SCHEDULE 3

Plan



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City of Bradford Metropolitan District Council

ESTATES and PROPERTY

1st Floor Argus Chambers, Britannia House, Bradford, BD1 1HX

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Scale
1/1250@A4

Date
20-10-2017

Plan No.
DCB H-113-009 TH



Appendix 5 – Budget and Bank Reconciliation

Budget

Heading	Budget	Spend to date	Commitments	Total Spend to date and commitment	Year end Shortfall (-) / Surplus (+)	Notes
	£	£	£	£	£	
Expenditure						
Clerk's Salary (inc. Employer NI)	10,300	6,451	2,976	9,427	873	
Home working	300	200	100	300	0	
Stationery	500	612	140	752	-252	
Mobile Phone	150	67	83	150	0	
Postages	50	28	36	64	-14	
Travel/Subsistence	300	164	120	284	16	
Internal and external audits	300	456	0	456	-156	
Subscriptions	850	722	136	858	-8	
Room Hire	200	174	84	258	-58	
Insurance	500	487	0	487	13	
Training	500	149	45	194	306	
Marketing	100	0	0	0	100	
Outreach	400	0	375	375	25	
Christmas Lights	750	70	80	150	600	
Marsh Common	200	0	0	0	200	
Telephone Kiosks	100	0	0	0	100	
Youth Club	5,000	0	5,000	5,000	0	
NDP	3,000	158	600	758	2,242	
Website	1,400	450	175	625	775	
Contingency Fund	964	0	0	0	964	
Community Initiative Fund	1,500	500	0	500	1,000	
Take over services previously provided by Bradford MDC	1,500	1,175	900	1,175	-575	
Rose Garden - annual maintenance	1,300	377	1,126	1,503	-203	
Rose Garden - Grant Expenditure	0	0	9,672	9,672	-9,672	1
Purchase - Land off Mallard View	0	0	5,100	5,100	-5,100	2
Allotments	1,000	819	0	819	181	
Defibrillators	700	25	0	25	675	
Total Expenditure	31,864	13,082	26,748	38,930	-7,966	

Income	Budget	Income to date	Income due	Total Income	Predicted year end Shortfall (-) / Surplus (+)	
Transfer from Reserves	2,784	0	0	0	-2,784	
Precept	27,405	27,405	0	27,405	0	
Council Support Grant	1,225	1,225	0	1,225	0	
NDP Grant	0	0	0	0	0	
Rose Garden	0	9,842	0	9,842	9,842	3
Allotment Grant	0	338	0	338	338	
Allotment rents	450	0	450	450	0	
VAT refund	0	3,969		3,969	3,969	
Miscellaneous	0	12	0	12	12	
Change in value of Prudential Investment	0	0	0	0	0	
Total Income	31,864	42,791	450	43,241	11,377	
Surplus (+) / Deficit (-)					3,411	

Notes:

1. Expenditure will be funded by grant income of £9,672 from Ovenden Wind Farm Fund.
2. Cost of purchase of land off Mallard View and associated fees (exclusive of VAT)
3. Income is £9,672 from Wind Farm and donation of £120 obtained by Cllr Faulkner

Bank Reconciliation

Balance per bank statements as at	03/12/18	£	£
Community Account		31,004.46	
Business Savings Account		8,092.21	
Prudential Investment		20,675.62	
Net balances:			<u><u>£59,772.29</u></u>

CASH BOOK

Opening Balance 1 April 2017	30,686.75	
Add: Receipts in the year	42,790.70	
Less: Payments in the year	-13,705.16	
Closing balance per cash book:		<u><u>£59,772.29</u></u>