

DATED

8m April

2022

BETWEEN:

**ALVECHURCH PARISH COUNCIL
and**

TRUSTEES OF THE ROWNEY GREEN PEACE MEMORIAL HALL

LEASE

Relating to premises known as

The Recreation & Sports Pavilion and Playing Fields

Rowney Green, Alvechurch

**WELLERS HEDLEYS SOLICITORS
6 Bishopsmead Parade
East Horsley
Surrey
KT24 6SR**

LR1. Date of lease

8th April

2022

LR2. Title number(s)

LR2.1 Landlord's title number(s)
HW177781

LR2.2 Other title numbers

LR3. Parties to this lease

Give full names and addresses of each of the parties. For UK incorporated companies and limited liability partnerships, also give the registered number including any prefix. For overseas companies, also give the territory of incorporation and, if appropriate, the registered number in the United Kingdom including any prefix.

Landlord

ALVECHURCH PARISH COUNCIL of LA George
Road Alvechurch B48 7PB

Tenant

WILLIAM JOHN SAVAGE of Ribbeck House,
Rowney Green Lane, Alvechurch B48 7QP and
ANDREW FREE of Chase End, Rowney Green Lane,
Rowney Green Alvechurch B48 7QP

Other parties

Specify capacity of each party, for example
"management company", "guarantor", etc.

NONE

LR4. Property

Insert a full description of the land
being leased

or

Refer to the clause, schedule or
paragraph of a schedule in this lease in
which the land being leased is more
fully described.

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.

As defined as the Property in clause 1.1.3

Where there is a letting of part of a
registered title, a plan must be attached
to this lease and any floor levels must
be specified.

LR5. Prescribed statements etc.

If this lease includes a statement falling within LR5.1, insert under that sub-clause the relevant statement or refer to the clause, schedule or paragraph of a schedule in this lease which contains the statement.

In LR5.2, omit or delete those Acts which do not apply to this lease.

LR6. Term for which the Property is leased

Include only the appropriate statement (duly completed) from the three options.

NOTE: The information you provide, or refer to, here will be used as part of the particulars to identify the lease under rule 6 of the Land Registration Rules 2003.

LR7. Premium

Specify the total premium, inclusive of any VAT where payable.

LR8. Prohibitions or restrictions on disposing of this lease

Include whichever of the two statements is appropriate.

Do not set out here the wording of the provision.

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.

Clause 10

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

Not applicable

The term as specified in this lease at **paragraph 1.1.8**

£0

This lease contains a provision that **prohibits or restricts dispositions.**

LR9. Rights of acquisition etc.

Insert the relevant provisions in the sub-clauses or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.

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

None

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

None

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

None

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

None

Insert the relevant provisions or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.

LR11. Easements

Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements.

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

Schedule 1 of the Lease

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

Schedule 2 of the Lease

LR12. Estate rentcharge burdening the Property

None

Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the rentcharge.

LR13. Application for standard form of restriction Not applicable

Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction use this clause to apply for each of them, tell us who is applying against which title and set out the full text of the restriction you are applying for.

Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.

LR14. Declaration of trust where there is more than one person comprising the Tenant

The Property is to be held by the Tenant as **Trustees of The Rowney Green Peace Memorial Hall Charity** (Registered Charity Number 1523186)

If the Tenant is one person, omit or delete all the alternative statements.

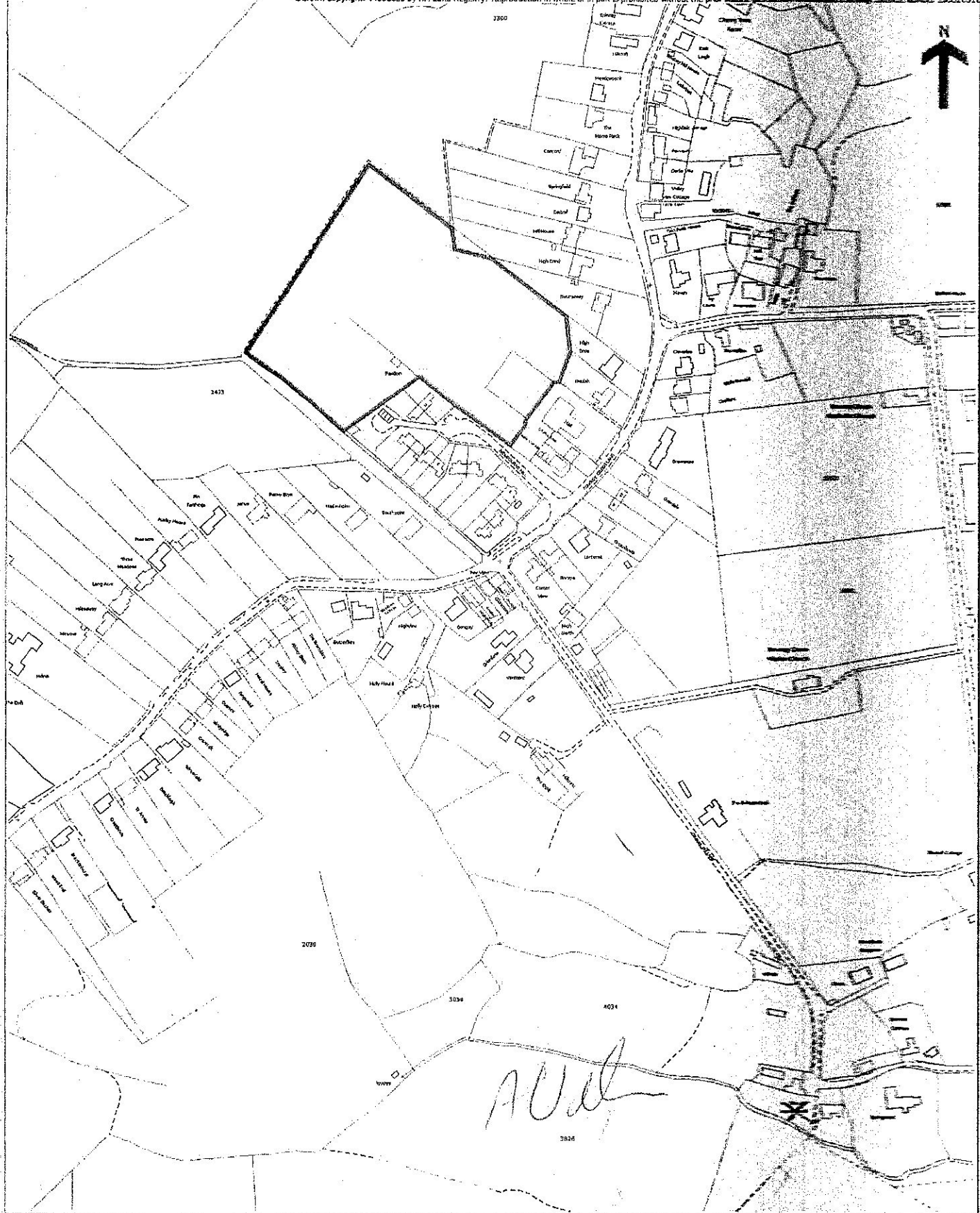
If the Tenant is more than one person, complete this clause by omitting or deleting all inapplicable alternative statements.

HM Land Registry
Official copy of
title plan

Title number **HW177781**
Ordnance Survey map reference **SP471100**
Scale **1:2500**
Administrative area **Worcestershire :**
Bromsgrove



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N. Jones
N. Jones

THIS LEASE is made the 8th day of April Two Thousand and twenty two

BETWEEN

1. THE LANDLORD

ALVECHURCH PARISH COUNCIL of
1A, George Road Alvechurch B48 7PB

2. THE TENANT

WILLIAM JOHN SAVAGE of Ribbeck House, Rowney
Green Lane, Alvechurch B48 7QP and **ANDREW FREE of**
Chase End Rowney Green Lane, Rowney Green, Alvechurch
B48 7QP
being the present Trustees of: The Rowney Green
Peace Memorial Hall ("the Charity")
registered Charity No 1523186

PREAMBLE

The aim of this lease is to assist the Landlord in meeting its aims and objectives for sports and recreation within the parish of Alvechurch and to encourage the use of the same for team sport

1.0 DEFINITIONS

1.1 In this Lease the following terms shall have the meanings specified in this Clause

1.1.1 "the Landlord" shall where the context so admits include their successors in title;

1.1.2 "the Tenant" shall: where the context so admits include their successor in title and where the Tenant comprises more than one person or body covenants by the Tenant shall be joint and several;

1.1.3 "the Property" means the Recreation and Sport's Pavilion and Playing Fields, Rowney Green Alvechurch as edged red on the plan annexed and all additions, alterations and improvements thereto carried out during the Term

1.1.4 "the Insured Risks" means the risks of loss or damage by fire, lightning, explosion, aircraft, including articles dropped from aircraft, riot civil commotion, malicious damage, earthquake, storm, tempest, flood, bursting and overflowing of water pipes, tanks and other apparatus, and impact by road vehicles and any other risks the Landlord acting reasonably from time to time by notice to the Tenant decides to insure against

1.1.5 "Interest Rate" means 3% above the base lending rate from time to time of the

Bank of England

- 1.1.6 **"the Pavilion"** the recreation and sports Pavilion erected on the Property
- 1.1.7 **"the Trustees"** includes all persons in whom for the time being the Term is vested as trustees of the Charity
- 1.1.8 **"the Term"** means the period of Fifteen years commencing on **1st April 2022**
- 1.1.9 **"Yearly rent"** means the sum of £100 per annum for the first 5 years of the Term and £200 per annum for the remainder of the Term
- 1.1.10 **"the Rent Commencement Date"** means the date of this Lease
- 1.1.11 the expression **"The Town and Country Planning Act 1990"** shall be deemed to include respectively any Act or Acts for the time being in force amending or replacing the same and any orders regulations or directions for the time being issued under or by virtue of the same or any Act or Acts thereby consolidated or any Act or Acts for the time being in force amending or replacing the same

2.0 THE GRANT

- 2.1 In consideration of the obligations of the Tenant contained in this lease the Landlord with full title guarantee lets the Property to the Tenant for the Term
- 2.2 The grant is made together with the rights set out in the First Schedule and excepting and reserving to the Landlord and all others entitled the rights as set out in the Second Schedule
- 2.3 The grant is made with the Tenant; paying the following as rent to the Landlord :-
- 2.3.1 the Yearly rent clear of all deductions save as permitted by this Lease to be paid by one payment in advance on the 6th April in each year the first payment being made on the execution of this lease
- 2.3.2 as additional payment, any such sum as the Landlord shall from time to time pay to its insurer or be requested to pay by their insurers in respect of 'event' cover for any function not already covered by the Landlord's insurance premium, together with any new erections, additions or improvements on or thereto carried out by the Tenant.

3.0 THE PERMITTED USER

It is hereby agreed and declared between the parties hereto that the Landlord makes no representation and gives no warranty as to the permitted user of the Property under the Town and Country Planning Act 1990

4.0 TENANTS COVENANTS

The Tenant hereby covenants with the Landlord as follows:

4.1 Rent

- 4.1.1 To pay the reserved rent on the days and in manner aforesaid
- 4.1.2 To pay interest at the Interest Rate on any Rent and other monies payable under the terms of this lease which remain due 21 days after they have become payable
- 4.1.2 Not to exercise or seek to exercise any right or claim to withhold rent or any right or claim to legal or equitable set off (except as authorised by this Lease)

4.2 Outgoings

To pay on demand and to indemnify the Landlord against:

- 4.2.1 an amount equal to all monies which the Landlord is unable to recover from its insurers as a result of any act default or omission of the Tenant
- 4.2.2 all rates taxes assessments charges impositions and outgoings which are now or at any time during the Term shall be charged assessed or imposed upon the Property (excluding any payable by the Landlord occasioned by receipt of the rents hereunder-or by any disposition or dealing with this lease) or in respect of any public utility or other service charge relating thereto (including without prejudice to the generality of this Clause) water and electricity charges and standing charges
- 4.2.3 any Value Added Tax properly payable on any sum covenanted to be paid by the Tenant except to the extent that such Value Added Tax is recoverable as an input tax by the party to whom payment is made

4.3 Repair Cleansing and Decoration

- 4.3.1 To repair and maintain the Pavilion in good and substantial repair/condition (including any improvements and additions made to the Pavilion) except for any damage caused by one or more of the Insured Risks, on the understanding that the tenant shall not be responsible for putting the pavilion in any better state of decoration and repair than is evidenced in the attached Schedule of Condition.
- 4.3.2 To redecorate the exterior and the interior of the Pavilion as often as is necessary in order to maintain a good standard of decorative finish and to redecorate the Pavilion in the last year of the Term in a good and workmanlike manner and with appropriate materials of good quality, subject to the attached Schedule of Condition.

- 4.3.3 At the Tenant's own expense to execute all works and provide **and maintain all** arrangements upon or in respect of the Property or the use to which the Property is being put that are required in order to comply with the requirements of any statute (already or in the future to be passed) or any government department local authority other public or competent authority or court of competent jurisdiction
- 4.3.4 To maintain the playing fields forming part of the Property throughout the year in good and substantial condition, subject to the attached Schedule of Condition, fit for the purpose of both organized and informal sport and recreation, including marking out pitches and cutting the grass as necessary.
- 4.3.5 To repair and maintain the car parking area grass matting in good and substantial repair and condition, subject to the attached Schedule of Condition and to ensure that accessibility to the car parking area is maintained and the spaces utilised as necessary to accommodate visitors to the Property.
- 4.3.6 To maintain all other areas in such condition as is commensurate with the use of the Property as public recreational facilities including as a children's play area, tennis courts, recreational areas, subject to the attached Schedule of Condition.
- 4.3.7 To repair and maintain, replacing as necessary, the existing street furniture on the Property including dog and litter bins and benches, subject to the attached Schedule of Condition.

4.4 Waste and alterations

- 4.4.1 Not to do in or near the Property any act or thing by reason of which the Landlord may under any statute incur have imposed upon it or become liable to pay any penalty damages compensation costs charges or expenses
- 4.4.2 Not without the Landlord's consent in writing first had and obtained (such consent not to be unreasonably withheld or delayed) to make any improvements, alterations or structural repairs to the Pavilion or the Property
- 4.4.3 In the case of any alterations or additions to which the Landlord shall have given consent at the end of the Term or on earlier termination if and to the extent that the Landlord shall reasonably require the Tenant shall reinstate the Property to the same condition as it was at the grant of this lease to the reasonable satisfaction of the Landlord
- 4.4.4. The Tenant shall obtain the consent (*such consent not to be unreasonably withheld or delayed*) and approval of the Landlord before any application is made for Planning or Building Regulation consent in respect of any proposed alteration and extension, if appropriate, and shall provide to the

Landlord such plans and information as the Landlord shall reasonably require in respect of such application

4.5 Access of Landlord and notice to repair

- 4.5.1 To permit the Landlord and its duly authorised agent with or without workmen and others at reasonable times and upon not less than 21 days prior written notice (except in an emergency) to enter upon the Property and examine the condition thereof and after which the Landlord may serve upon the Tenant a notice in writing specifying any repairs necessary to be done and for which the Tenant is liable and require the Tenant forthwith to execute the same and if the Tenant shall not within thirty days after service of such notice proceed diligently with the execution of such repairs then to permit the Landlord to enter upon the Property and execute such repairs and thereupon the cost shall be a debt due from the Tenant to the Landlord together with all expenses incurred by the Landlord in connection therewith

4.6 Alienation

- 4.6.1 Not to assign underlet or part with possession or grant to third parties any rights to occupy the whole or any part of the Property save that the Landlord shall not object to an assignment on the appointment of new Trustees on behalf of the Charity

- 4.6.2 In the event of a change of Trustees the Tenant shall give notice of such change to the Landlord in writing within 14 days of such change and if necessary shall change the details of the new Trustees to the Land Registry

- 4.6.3 The Tenant shall be entitled to hire out the facilities of the Property or any part of

the same on the basis of a hiring agreement previously approved by the Landlord and on condition that the hiring fees charged do not exceed the charges made by the Landlord for similar facilities within the parish of Alvechurch

4.7 Landlord's Costs

- 4.7.1 To pay all costs charges and expenses (including reasonable, Solicitor's costs Bailiff's fees and Surveyor's fees) incurred by the Landlord on a full indemnity basis of and incidental to or in contemplation of ;

- 4.7.1.1 the recovery or attempted recovery of arrears of rent or other payments due from the Tenant

- 4.7.1.1.1 the preparation and service of a notice under Section 146 of the Law of Property Act 1925 and whether or not the notice is actually served or notwithstanding that forfeiture is avoided otherwise than by relief granted by the Court

4.7.1.1.2 the enforcement of the Tenant's covenants herein contained

4.7.1.1.3 the preparation and service of any Schedule of Dilapidations prepared on behalf of the Landlord on the Tenant and the Landlord's Surveyor's charges for compiling the same and supervising the work detailed therein

4.8 User

4.8.1 Not at any time to use or permit or suffer to be used the Property for any immoral or illegal purpose or for any purpose likely to cause a nuisance or annoyance to the Landlord or the owners or occupiers of any adjoining property

4.8.2 Not to use the Property other than as a Recreation Ground for the use of the general public for recreational purposes including organized sports and the Pavilion as ancillary to such uses

4.8.3 Not to install any machinery or equipment in or on the Property which might cause a nuisance or annoyance to any adjoining property

4.8.4 Not to store in the Pavilion any petrol or other flammable substance other than in the storage side of the Pavilion and no more than 10 litres of the same are to be kept in the Pavilion at any one time and at all times all COSH guidelines must be adhered to

4.8.5 Not to allow the Pavilion to be used for residential purposes or allow any person to park motor vehicles overnight on the understanding that the playing fields may be used for sleeping overnight (camping) for not more than two consecutive nights up to six times a year

4.8.6 To provide all necessary fire extinguishers and fire precaution equipment and such other equipment and measures as may be required or recommended by the relevant authorities and the insurers of the Pavilion

4.8.7 To effect and maintain adequate Public Liability insurance in a sum of not less than £5,000,000 in respect of the use of the Property by the Tenant and to provide a copy of such policy and evidence of the payment of the premium to the Landlord on request

4.8.8 To ensure that all contractors employed by the Tenant working on the Property have adequate public Liability Insurance with a minimum cover of £5,000,000

4.8.9 To effect and maintain adequate contents insurance in respect of fixtures and fittings at or on the Property with the exception of the Alvechurch's Footpath Group's equipment.

4.9 Statutory Notices

4.9.1 Within seven days of the receipt of any order or notice by any ~~government~~ ~~department local~~ or public authority to produce the same to the Landlord and without delay to take all reasonable steps to comply with such notice so far as it relates to the Property or to join with the Landlord in making such representations in respect of such notice as the Landlord shall deem ~~expedient~~

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

4.10 The Planning Acts

4.10.1 Not to do or omit or to permit or suffer to be done or omitted any ~~act matter or~~ thing in on or respecting the Property which shall contravene the provisions of The Town and Country Planning Act 1990 at all times hereafter to ~~indemnified and keep indemnified the Landlord against all actions~~ proceedings costs expenses claims and demands in respect of any such ~~act~~ matter or thing contravening the said provisions of the said Act as aforesaid

4.11 Yielding Up

4.11.1 At the end of the Term (whenever and however the Term determines), to yield up the Property in as good a state of condition and repair as the same are now (as shown in the attached Schedule of Condition) and to remove the Tenant's fixtures and fittings if so requested by the Landlord

4.12 Indemnities

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

4.12.1.1 any act omission or negligence of the Tenant or any persons at the Property expressly or impliedly with the Tenant's authority and under the Tenant's control

4.12.1.2 any breach or non-observance by the Tenant of the covenants conditions or other provisions of this Lease or any of the matters to which this demise is subject

4.12.2 To give notice to the Landlord of any defect in the Property which might give rise to an obligation on the Landlord to do or refrain from doing any act or thing in order to comply with the provisions of this Lease or the duty of care imposed on the Landlord pursuant to the Defective Premises Act 1972 or otherwise and at all

times to display and maintain all notices which the Landlord may from time to time reasonably require to be displayed at the Property

- 4.12.3 To comply with the requirements and reasonable recommendations of the insurers of the Property and not to prejudice the cover

5.0 THE LANDLORDS COVENANTS

The Landlord hereby covenants with the Tenant as follows:-

5.1 Quiet Enjoyment

- 5.1.1 The Tenant paying the rents hereby reserved and observing and performing the several covenants on their part hereinbefore contained shall peaceably hold and enjoy the Property during the Term without any interruption by the Landlord or by any person rightfully claiming under or in trust for it

5.2 Insurance

- 5.2.1 Unless the insurance of the Property shall have been vitiated or payment of the insurance policy monies refused or the insurers shall have declined to renew any such policy by or through the act or default of the Tenant the Landlord will keep the Property insured against loss or damage by the Insured Risks Property Owners Liability and public and third party liabilities and insurance against personal injury and damage to property under the Defective Premises Act 1972 and any other similar statute for the time being in force and such other risks of insurance as may from time to time be reasonably required by the Landlord
- 5.2.2 To produce to the Tenant on demand a copy of the policy and the last premium renewal receipt or other reasonable evidence of the terms of the policy and the fact that the last premium has been paid
- 5.2.3 As soon as reasonably practicable apply all money received in respect of insurance in rebuilding and reinstating the Property, making up any difference between the cost of rebuilding and reinstating and the money received out of its own money

5.3 Grants

- 5.3.1 Whilst there are no outstanding breaches of the terms of this Lease which have been formally notified to the Tenant the Landlord undertakes to make a grant to the Tenant for the purposes of meeting the cost of their obligations under the terms of this Lease in the sum of £3,000 in the first year of the Term, £2,000 in the second year of the Term and £1,000 in the third year of the Term
- 5.3.2 After the third year the Landlord will review the financial position of the Tenant and consider making further grants at its discretion

5.4 Services

- 5.4.1 Throughout the Term the Landlord will continue to empty the litter bins and the dog bins installed on the Property

6.0 PROVISOS

It is hereby agreed and declared as follows:

- 6.1 If and whenever during the Term the yearly rents hereby reserved or any part of them are outstanding for 21 days after becoming due, whether formally demanded or not or the Tenant breaches any covenant or other term of this Lease the Landlord may at any time re-enter the Property, or any part of them in the name of the whole and thereupon the Term is to cease absolutely but without prejudice to any rights or remedies that may have accrued to the Landlord against the Tenant or to the Tenant against the Landlord in respect of any breach of covenant or other term of this Lease
- 6.2 In case the Property or any part thereof shall at any time during the Term be destroyed or so damaged by any of the Insured Risks so as to be unfit for occupation and use and the policy or policies effected by the Landlord shall not have been vitiated or payment of the policy monies refused in whole or in part in consequence of some act or default of the Tenant the rent hereby reserved or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended until the Property shall be again rendered fit for occupation and use PROVIDED THAT if on the expiry of one year commencing with the destruction or damage of the Property the same shall not have been rebuilt or reinstated so that the Property are fit for the Tenant's occupation and use and the Landlord shall have used its best endeavours to rebuild or reinstate then either party may by notice served at any time within six months of the expiry of such period determine the Term at the expiry of the notice without prejudice to any rights or remedies that may have accrued to either party against the other
- 6.3 The Tenant shall not be entitled to any right of light or air or otherwise which would in any way interfere with the use by the Landlord or any other person deriving title under it of its adjoining or adjacent land or building or for any other purpose and in particular (but without prejudice to the generality of the foregoing) the Tenant shall not be entitled to the benefit of any quasi-easement right or privilege now or formerly used or enjoyed by the Landlord over any adjoining or neighbouring property owned by it

7.0 DETERMINATION

- 7.1 In the event that the Charity as at present enacted (subject to changes of trustees or constitution) shall cease to exist the Landlord may determine the term of years hereby granted by giving to the Tenant not less than six months notice in writing of such determination

7.2 If the Tenant wishes to determine this Lease and gives to the Landlord not less than six months notice of that wish then on the expiry of the notice the Term is to cease and determine immediately but without prejudice to any rights and remedies that may have accrued

8.0 NOTICES

8.1 Any Notice under this Lease shall be in writing and shall be duly served if sent by Recorded Delivery Service or Delivered by hand. Notices to be served on the Landlord should be served on the Clerk to the Parish Council and notices to be served on the Tenant are to be duly served if sent or delivered to at least two of the Trustees comprising the Tenant at their last known address as notified in writing from time to time to the Clerk to the Parish Council

9.0 LIMITATION OF LIABILITY

The liability of the Trustees for the time being in respect of any breach by the Tenant of any of its obligations under this Lease is to be limited in amount to the realisable value of the assets of the Charity that are for the time being vested in the Trustees and nothing contained in this Lease entitles the Landlord to any right or remedy against the personal estate, property, effects or assets of any of the Trustees or against any assets for the time being vested in the Trustees that are not part of the Charity's assets

10.0 CHARITY CLAUSE

The Property will as a result of this Lease be held by or in trust for the Charity for the term of this Lease and the Charity is not an exempt charity and the restrictions on dispositions imposed by the Charities Act 2011 will apply to the Property

It witness of which the parties have executed this Deed the day and year first before written

THE FIRST SCHEDULE

(Rights Granted)

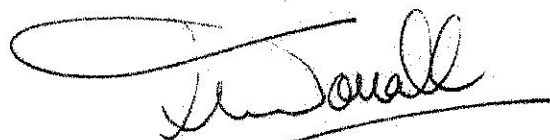
1. None

THE SECOND SCHEDULE

(Rights Reserved)

- 1.0.. The free passage and running of water soil gas and electricity and other services by and through the sewers pipes wires and drains now in under or upon the Property
- 2.0.. All the rights of entry upon the Property referred to in Clause 4.5 of this Lease
- 3.0 The right at any time to build on or develop any adjacent or neighbouring land regardless of any interference with any existing right of access of light and air to the Property
4. The right to connect to any services at present on the Property with a right to enter onto the Property for such purpose at all reasonable times on reasonable notice the person or persons so entering making good all damage caused by such entry
5. The right of the Alvechurch Village Society Footpath Working Group to store their equipment in the storeroom forming part of the Pavilion and to have unrestricted access to the same

Executed as a Deed by
ALVECHURCH PARISH COUNCIL acting by
two Councillors in the presence of the Clerk



Council Member

X N Jayne Smailes.

Council Member



Signed as a Deed by
WILLIAM JOHN SAVAGE
in the presence of :

Witness signature

Witness name

Witness address

Signed as a Deed by
ANDREW FREE
in the presence of :

Witness signature

Witness name

Witness address