

## **UCKFIELD TOWN COUNCIL**

Council Offices, Civic Centre Uckfield, East Sussex, TN22 1AE

Tel: (01825) 762774 Fax: (01825) 765757

e-mail: townclerk@uckfieldtc.gov.uk

www.uckfieldtc.gov.uk

**Town Clerk – Holly Goring** 

## YOU ARE HEREBY SUMMONED TO A MEETING OF UCKFIELD TOWN COUNCIL

in

The Council Chamber, Civic Centre on Monday 16th September 2019 at 7.00pm

#### AGENDA

#### 1.0 DECLARATIONS OF INTEREST

Members and Officers are reminded to make any declarations of personal and/or prejudicial interests that they may have in relation to items on this Agenda. Should any Member consider that they require a dispensation in relation to any prejudicial interest that they may have, they are asked to make a written application to the Clerk well in advance of the meeting.

Notice should be given at this part of the meeting of any intended declaration. The nature of the interest should then be declared later at the commencement of the item or when the interest becomes apparent.

- 2.0 STATEMENTS FROM MEMBERS OF THE PUBLIC ON MATTERS ON THE AGENDA AT THE MAYOR'S DISCRETION
- 3.0. TO RECEIVE REPORTS FROM EAST SUSSEX COUNTY COUNCIL AND WEALDEN DISTRICT COUNCIL
- 4.0 APOLOGIES FOR ABSENCE
- 5.0 MINUTES
- 5.1 To **RESOLVE** that the minutes of the meeting of Full Council on 5<sup>th</sup> August 2019 be taken as read, confirmed as a correct record and signed by the Town Mayor.
- 5.2 Action list For information only (Attached)

#### 6.0 COMMITTEE MINUTES

- 6.1 To note the acts and proceedings of the following committee meetings:-
  - (a) Plans Committees 19<sup>th</sup> August and 9<sup>th</sup> September 2019
  - (b) Environment and Leisure Committee 27<sup>th</sup> August 2019
  - (c) General Purposes Committee 12<sup>th</sup> August 2019

# 7.0 TO RECEIVE REPORTS FROM REPRESENTATIVES TO OUTSIDE BODIES

- (i) The Uckfield Town Centre Regeneration Joint Committee (nothing to report at present)
- (ii) Neighbourhood Plan Steering Group (Attached)
- (iii) Gatwick Airport Consultation Group (nothing to report)

#### 8.0 TO RECEIVE REPORTS FROM WORKING GROUPS

- (i) Civic Centre Working Group (to be reported under confidential business)
- (ii) Uckfield Dementia Forum (to follow as meeting taking place on 11<sup>th</sup> September)
- (iii) Uckfield Events Working Group Celebrate (Attached)
- 9.0 TO NOTE THE DECISION OF THE URGENT CONSULTATION PANEL (Attached)
- **10.0 TO CONSIDER A MOTION FROM COUNCILLOR BEN COX** (Attached)
- 11.0 TO CONSIDER THE BENEFITS OF COMMUNITY LAND TRUSTS (Attached)
- 12.0 TO SIGN AND SEAL THE LEASE AGREEMENT FOR VICTORIA PAVILION (Attached)
- 13.0 TO SIGN AND SEAL THE LEASE AGREEMENTS FOR THE FORMER CEMETERY CHAPELS
  (Attached)
- 14.0 TO CONSIDER WEALDEN DISTRICT COUNCIL'S REVIEW OF POLLING DISTRICTS AND POLLING PLACES (Attached)
- 15.0 TO CONSIDER IN DETAIL THE ROLE OF A COMMUNITY WARDEN (to follow)

# **16.0 TO NOTE THE MAYOR'S ENGAGEMENTS** (Attached)

- 17.0 TO SIGN AND SEAL THE INDEMNITY AGREEMENT BETWEEN
  WEALDEN DISTRICT COUNCIL AND UCKFIELD TOWN COUNCIL FOR
  OFF SITE PLAYING SPACE CONTRIBUTION (S106)
  (awaiting final agreement for signing included on agenda frontsheet in case received in time for meeting)
- 18.0 SIGNING OF GRAVE CERTIFICATES AND TO NOTE TRANSFERS OF DEEDS OF GRANT
- 19.0 QUESTIONS BY MEMBERS PREVIOUSLY NOTIFIED None
- 20.0 TOWN CLERK'S ANNOUNCEMENTS
- 21.0 CHAIRMAN'S ANNOUNCEMENTS

Town Clerk

10<sup>th</sup> September 2019

#### **Meeting of Full Council**

## Monday 16th September 2019

Agenda Item 7.0(ii)

## TO RECEIVE REPORTS FROM REPRESENTATIVES TO OUTSIDE BODIES: NEIGHBOURHOOD PLAN STEERING GROUP

A draft scoping document was sent to Wealden District Council's Planning department along with a State of the Parish report, early July 2019, which outlined the vision, objectives and key policy areas that the Neighbourhood Plan Steering Group are proposing to include in their draft plan. This is essentially a screening exercise whereby Wealden District Council's local planning authority will consider whether the policy areas suggested duplicate any other key planning documents, will advise on key data or publications which can assist with building the evidence base for these policy areas, and advise if the Steering Group are required to carry out a strategic environment assessment and/or habitats regulations assessment.

The screening process can take up to 11 weeks to complete, which includes a 5-week consultation with statutory consultees. We therefore expect to receive feedback towards the end of September 2019.

The Chair of the Neighbourhood Plan Steering Group and Town Clerk met with Wealden District Council's planning department and Action in Rural Sussex, on 13<sup>th</sup> August 2019. The meeting was useful, and highlighted that Wealden DC now have a guidance note on the subject of neighbourhood planning to assist groups with the process.

Even though Uckfield's Neighbourhood Plan will not be allocating any sites, it may support growth. It has therefore been suggested that a Sustainability Appraisal be undertaken, to assess each draft policy area against the Wealden Local Plan's 18 Sustainability Appraisal objectives.

Wealden DC will review the draft policies and full plan again in more detail at the draft planning stage.

#### **Meeting of Full Council**

## Monday 16th September 2019

Agenda Item 8.0 (iii)

# TO RECEIVE REPORTS FROM FULL COUNCIL WORKING GROUPS: 'EVENTS WORKING GROUP - CELEBRATE'

Work is now underway to prepare for the Uckfield Revival which takes place on Saturday 5<sup>th</sup> October 2019.

This year Uckfield Revival sees our fourth Classic Vehicle Parade take place through Uckfield Town Centre followed by a display of the vehicles, bikes and larger trucks and traction engines on Luxford Field.

The meeting point will be at the Highlands Inn, Eastbourne Road and classic vehicles will be asked to start gathering at this location at 9.30am.

The parade will start at 10.15am from the Highlands Inn, with vehicles proceeding into the town and up the High Street before travelling into Luxford Field (TN22 1AL) via Library Way.

Marshals will be based around the route to guide vehicles along with 4 x 4 assistance.

Vehicles will then park up on Luxford Field to enable members of the public to view the vehicles throughout the morning. We will have stalls selling food, refreshments, automobile literature and autojumble available, along with some local auto companies displaying their work and services. The Farmers Market will be located in Luxfords Car Park, adjacent to the event on the same day until 1.00pm.

## Meeting of the Full Council

## Monday 16th September 2019

### Agenda Item 9.0

#### TO NOTE THE DECISION OF THE URGENT CONSULTATION PANEL

## 1.0 Summary

- 1.1 An urgent consultation panel was called on 4<sup>th</sup> September 2019 of the Mayor, Deputy Mayor and Chairmen of the Town Council's Standing Committees, to request that a decision be made to assist with funding the purchase of a new refrigerator and freezer for Luxfords Restaurant.
- 1.2 A large upright refrigerator in the kitchen of Luxfords Restaurant recently experienced issues temperature control. The kitchen staff have been using the main cold store outside the back of the kitchen for the cold storage of <u>all</u> food products whilst we looked into getting the equipment repaired. Last year when an issue arose with this equipment, a repair was possible, but this year, it was felt that the repairs required could cost almost as much as it would cost to purchase a new one. The contractor used for kitchen equipment repairs advised that it was likely that the compressor was near the end of its lifespan.
- 1.3 The refrigerator was purchased and installed in March 2006, so now 13 years old. It cost £900.00 when it was first installed in 2006.
- 1.4 The Town Council also owns a small chest freezer which is used by Luxfords Restaurant for functions and additional storage. This is also near the end of its lifespan.
- 1.5 The Hospitality Manager identified replacements for both, which would cost in the region of £1-1.5k for the two. At present the Town Council did not have sufficient funds in the revenue budget, but did have £1,350 available in earmarked reserves for Luxfords Restaurant, which was specifically put aside for a new commercial microwave.
- 1.6 Taking into the account the importance of efficient cold storage of food items, members were asked if they could:
  - (i) consider broadening the scope of the Town Council's earmarked reserves set aside (£1,350) for the replacement of a microwave in Luxfords Restaurant, to 'Luxfords Equipment.' and:
  - (ii) agree to purchase a new upright refrigerator and freezer for the kitchen of Luxfords Restaurant using the earmarked reserves of 'Luxfords Equipment' (£1,350).
- 1.7 Members of the Urgent Consultation Panel agreed to the above recommendations, and a new refrigerator was purchased and installed in the kitchen of Luxfords Restaurant on 6<sup>th</sup> September 2019. The freezer will be purchased shortly.

#### 2.0 Recommendations

2.1 Members are asked to note the report.

Contact Officers: David Nott/Holly Goring

#### **Meeting of the Full Council**

## Monday 16th September 2019

Agenda Item No. 10.0

#### TO CONSIDER A MOTION FROM COUNCILLOR BEN COX

#### 1.0 Summary

1.1 This report sets out the motion submitted by Councillor Cox in accordance with the Town Council's Standing Orders.

#### 2.0 The motion for consideration

2.1 Councillor Cox has given written notice of the following motion which was received on 21st August 2019 and before the required deadline:-

#### Background

"Over the last 9 years of low growth, wage stagnation and austerity, overall poverty and especially food poverty has grown. 27.3% of Uckfield Newtown, 15.0% of Ridgewood, 28.0% of Uckfield East and 32.0% North are considered to be living in poverty (located within ward statistic profiles on Wealden DC website).

A new Food Foundation affordability report highlighted that 3.7 million children in the UK are likely to be unable to afford a healthy and balanced diet, as defined by the government's Eatwell Guide. It also noted that the poorest households in the UK — those earning less than £15,860 — would have to spend 42% of their disposable income to meet the dietary recommendations outlined in the guide.

Recent reports show that children from food-insecure households are more prone to chronic disease in late adolescence. "There's a cluster of health consequences that go with the stress of food insecurity," says Taylor. "The anxiety, depression and general mental health impacts are massive, because getting food for your children is the only thing you think about, day in and day out."

The average young person living in food poverty will lose out on four months education over a year because their brain is starving when out of free school meal time. This has a detrimental effect on their lives and also our local economy in the future.

As we also know, use of Uckfield Food Bank has grown over the years and it has run out of food a number of times. Each year the food bank receive around 10,000kg – 15,000kg, the equivalent of 125 large supermarket shopping trolleys but it isn't enough.

#### Uckfield Food Bank explained:

"In 2012 we began to hear that people living in Uckfield were travelling to Hailsham and Haywards Heath to use the foodbanks there. When we investigated the local indices of deprivation we found that 24% of households in Uckfield live in poverty. For these households an unexpected bill, a delay in receiving wages or benefits, a long-term illness or no access to free school meals during school holidays could easily mean families need help from a foodbank."

Even with the amazing work that the Food Bank in Uckfield is doing, they cannot do it alone. We believe working closely with charities like Foodcycle, Chomp – Brighton and the Church, we can help ease the growing problem until a time that food poverty is no longer an issue in Uckfield.

It should be a priority of this Council to end youth food poverty in the lifetime of this seating Council.

#### Motion

Uckfield Town Council Council notes that "Youth Food Poverty is growing and that overall food poverty is growing in Uckfield. The Town Council resolves to:

- investigate the size of youth food poverty in Uckfield primary and secondary schools and to our best endeavours try to reduce it within the life of this council;
- look at working with external bodies (foodcycle and chomp) to assist in tackling food poverty in young people;
- run an information campaign to inform the public on how to deal with food poverty using local charities and government aids. This could include advising councillors in order to enable them to spread the word;
- work closely with schools to see what assistance is needed to help reduce the
  effects of food poverty in their students (i.e. breakfast and after school clubs)"

#### 3.0 Recommendations

3.1 Members are asked to consider the motion and advise the Clerk accordingly.

Background Papers: Uckfield Town Council Standing Orders

Websites: https://foodfoundation.org.uk

https://uckfield.foodbank.org.uk/ http://www.wealden.gov.uk/

Contact Officer: Holly Goring

#### **Meeting of Full Council**

## Monday 16th September 2019

#### Agenda item 11.0

#### TO CONSIDER THE BENEFITS OF COMMUNITY LAND TRUSTS

#### 1.0 Summary

- 1.1. Councillor Angie Smith has been carrying out research into Community Land Trusts and subsequently prepared an update for members of Full Council for their consideration.
- 1.2. Community Land Trusts (CLTs) are set up and run by ordinary people to develop and manage homes as well as other assets. CLTs act as long-term stewards of housing, ensuring that it remains genuinely affordable, based on what people actually earn in their area, not just for now but for every future occupier.

#### 2.0 Why CLTs?

- 2.1 People set up and join CLTs for all sorts of different reasons.
  - (i) It might be that there is a lack of affordable homes for young people or families in the village or neighbourhood, where local people are having to move out of the place they call home, and communities want to do something about it;
  - (ii) or it might be that the area has suffered years of decline and disinvestment, leaving empty properties and blight, and the community want to bring homes back into use and turn their neighbourhood around;
  - (iii) or it might be that the community is doing a Neighbourhood Plan and they want to take charge about how that Plan is then delivered.
- 2.2 In all these cases, the community wants to make their area a better place to live, and they want more control over how that happens. A Community Land Trust could be a real asset to Uckfield, in that it would offer the opportunity to build genuinely affordable housing for people who work in the town. Currently many local businesses have trouble recruiting, because the housing on offer is too expensive for many potential workers.

'We don't want to sit back and accept things being done to us. We say stop, say no, and change the situation for the better.' Member of the Homebaked CLT steering group

### 3.0 Background information on the Community Land Trust movement

- there are 255 legally incorporated Community Land Trusts in England and Wales, and including new groups forming the number is over 300;
- 935 CLT homes have been built to date;
- more than 16,000 community led homes in the pipeline;
- over 17,000 people are members of CLTs.

#### 4.0 Community led housing

- 4.1 Community Land Trusts are one form of community led housing, other types include co-housing, development trusts and housing co-operatives. Projects that are genuinely community-led all share common principles:
  - 1. The community is integrally involved throughout the process in key decisions like what is provided, where, and for who. They don't necessarily have to initiate the conversation or build homes themselves:
  - 2. There is a presumption that the community group will take a long-term formal role in the ownership, stewardship or management of the homes;
  - 3. The benefits of the scheme to the local area and/or specified community group are clearly defined and legally protected in perpetuity.
- 4.2 CLTs are designed in consultation with the community, to benefit the community. They often feature community assets, such as community gardens, sports facilities, even schools or doctors' surgeries. Housing for older people can be incorporated into the development if this is a need.
- 4.3 Because CLTs are a community asset they can often be built on land that other developers would be unable to use e.g. agricultural land. Developments are usually small scale e.g. a development of an initial 10 houses, with another 30 built in a second stage, is currently planned in East Hoathly by a CLT.

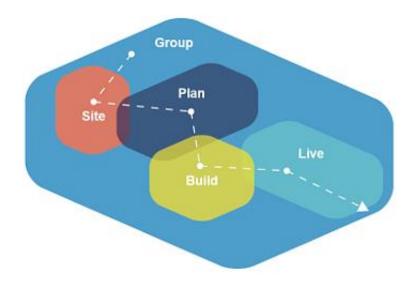
### 5.0 Defined in law

- 5.1 CLTs are not a legal form in themselves (like a Company).

  However, CLTs are **defined in law** so there are certain things that a CLT must be and do:
  - A CLT must be set up to benefit a defined community;
  - A CLT must be not-for-private-profit. This means that they can, and should, make a surplus as a community business, but that surplus must be used to benefit the community;
  - Local people living and working in the community must have the opportunity to join the CLT as members;
  - Those members control the CLT (usually through a board being elected from the membership).

#### 6.0 Start a CLT

6.1 There is no "correct" way to start a Community Land Trust. This diagram shows the main five steps.



- **Group** set up a new steering group, recruit members of the community, agree the aims of the CLT, incorporate and develop a business plan;
- **Site** find a suitable site, including investigating any potential problems and potential cost; then get the money to buy it;
- **Plan** work up a full planning application, with detailed plans for homes and other facilities, and get planning permission;
- **Build** there are lots of options: including self-build, using a local contractor or working with in partnership with a housing association;
- **Live** once are living in the new homes, the CLT may work as their landlord, or utilise a managing agent or landlord, as well as decide how to use any surplus for the benefit of your community.
- 6.2 Alternatively, sometimes a site comes along and you form a group to buy and use it. Existing community organisations can start CLTs, and housing associations and developers can decide to form a CLT to complete a project they already had in mind.

#### 7.0 How you can get started

7.1 The National Community Land Trust Network can provide funds and resources to help establish CLTs. Their website: <a href="www.communitylandtrusts.org.uk">www.communitylandtrusts.org.uk</a> provides information about further funding and resources. They can also offer help and advice.

Sussex is covered by a community led housing enabler, Action in Rural Sussex, who can provide local hand-on support in establishing a CLT. See attached flyer for more information in appendix A of this report.

#### 8.0. Recommendations

- 8.1. Members are asked to:
  - (i) note the report;
  - (ii) advise if they wish to support this initiative and help to explore it in more detail.

Contact Officer: Councillor Angie Smith/Holly Goring

Appendices: Appendix A – Leaflet on the Sussex Community Housing Hub











**CLT OWNS LAND** 



Sub-contractor/ Custom-Build Facilitator





Architect/ Project Manager









CLT provides homes that are genuinely affordable to rent or to buy and will remain affordable, as well as other assets

> CLT remains long-term steward of homes and assets













AirS' vision is for a rural Sussex that is thriving economically active and full of choice and opportunities for everyone, regardless of their circumstance.

Our full range of services includes:

- COPES support for Children and Families
- Neighbourhood and Community Planning
- Affordable Housing
- Village Agents and Village Care
- Community Buildings advice and support
- Advocacy for rural communities in Sussex

AirS is an independent charity and our work with rural people and communities throughout Sussex is funded by members' subscriptions, donations, and legacies. In addition, some of our services are paid for, and specific projects receive grant funding from trusts, foundations and the public sector to address priority needs in agreed areas.

Suites F7-F9,

The Waterside Centre, North Street, Lewes, East Sussex BN7 2PE

Tel: 01273 473422

Fax: 01273 483109

Email: info@ruralsussex.org.uk

www.ruralsussex.org.uk



@RuralSussex

Sussex Rural Community Council (SRCC) is a charity and company limited by guarantee. Charity Reg No. 1035401. VAT Reg No. 587494379. Company registered in England No. 2907172.

Presidents: Mrs Susan Pyper, Lord Lieutenant of West Sussex and Peter J Field, Lord Lieutenant

Chief Executive: ] J Leggett

Action in rural Sussex is a member of the Rural Community Action Network







A 'One Stop Shop' for community led housing
Community Land Trusts

- Co-Housing
- Co-operative Housing
- Self-Build





Enabling Sussex communities to develop truly affordable homes

03/18/v1

AW 6313 AirS SCHH A5Leaflet.indd 1 23/03/2018 14:37



## What is the Sussex Community Housing Hub?

The Hub has been established to provide essential support for urban and rural communities across Sussex wishing to pursue successful community led housing projects.

Its aim is to empower local communities to increase the supply of community led housing, primarily affordable homes, to meet local needs.

We provide advice, support and guidance – increasing knowledge, developing skills and building capacity to realise development opportunities.

#### We offer:

- Solutions to meet local housing need maximising community benefit
- Expertise, skills and experience everything to help delivery
- A long track record of successfully delivering community led projects
- Independent technical advice, support and information
- Extensive networks locally and nationally informing best practice



Opening of a Community Land Trust Housing Scheme.



Many thanks for all your hard work. I think the way you have guided us through this process thus far is very impressive and your expertise is certainly invaluable.

Tim Arnold Slaugham Parish CLT founding director

## We can help by...

- Explaining the different routes to achieving community-led housing
- Supporting independent advice throughout a project
- Enabling informed choices by providing a full suite of processes, tools, options
- Training on governance, management, development, community organising
- Acting as an intermediary between professionals, local authorities and community groups
- Facilitating understanding, constructive discussion and decision making
- Providing access to a range of technical support professionals
- Sharing good practice what works / how to address things that go wrong





AW\_6313\_AirS\_SCHH\_A5Leaflet.indd 2 23/03/2018 14:37

## **UCKFIELD TOWN COUNCIL**

and

## SUSSEX SUPPORT SERVICE C I C

## **LEASE**

First Floor and Ground Floor Storage Room
Victoria Pavilion Uckfield TN22 5DJ

WELLERS HEDLEYS SOLICITORS

6 Bishopsmead Parade East Horsley Surrey KT24 6SR



BETWEEN the Party whose name and address is specified in Part 1 of the First Schedule ("the Landlord") of the first part the Party whose name and address is specified in Part 2 of the First Schedule ("the Tenant") of the second part and the Party whose name and address is specified in Part 3 of the First Schedule ("the Surety") of the third part

## 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 his her or their successors in title;
- 1.1.2 "the Tenant" shall where the context so admits include his her or their successors 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 where "the Surety" comprises more than one person or body covenants by the Surety shall be joint and several;
- 1.1.4 "the Demised Premises" means the Property described in Part 4 of the First Schedule and more fully described in the Fourth Schedule;
- 1.1.5 "the Building" means the Building of which the Demised Premises form part specified in Part 5 of the First Schedule
- 1.1.6 "the Term" means the term of years specified in Part 7 of the First Schedule
- 1.1.7 "Rent Deposit" means the sum of £2,625
- 1.1.8 the expressions "The Town and Country Planning Act 1990" "The Factories Act 1961" and "Environmental Protection Act 1990" and "The Offices Shops and Railway Premises Act 1963" 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 DEMISE

The Landlord hereby demises to the Tenant ALL THAT the Demised Premises TOGETHER with the rights described in the Second Schedule EXCEPTING AND RESERVING unto the Landlord and all others thereto entitled as described in the Third Schedule hereto TO HOLD the same to the Tenant for the Term from the date specified in part 7 of the First Schedule (subject to clause 13 of this Lease) YIELDING AND PAYING \_the yearly rent specified in Part 8 of the First Schedule (subject to review as hereafter provided) clear of all deductions to be paid by equal monthly instalments in advance on the first day of each month the first of such instalments to be paid on the signing hereof for the period to the end of the month

## 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 Demised Premises 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 rents on the days and in manner aforesaid and if required by the Landlord by Bankers Order
- 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

r

4.1.3 To pay interest on demand at the rate of 4% above the Base Lending Rate of Lloyds Bank Plc, both before and after judgment, as from the date that the same becomes due and payable, on any rent or other sums and amounts payable to the Landlord under the provisions of this Lease which the Tenant fails to pay within seven days of the date upon which the rent or other sum becomes due and payable

## 4.2 Outgoings and VAT

To pay on demand and to indemnify the Landlord against:

- 4.2.1 all rates taxes assessments charges impositions and outgoings which are now or during the Term shall be charged assessed or imposed upon the Demised Premises or upon the owner or occupier of them during the Term (excluding water, sewerage and drainage rates and any payable by the Landlord occasioned by receipt of the rents or by any disposition or dealing with or ownership of any interest reversionary to the interest created by this Lease) and if the Landlord shall suffer any loss of rating relief which may be applicable to empty premises after the end of the Term by reason of such relief being allowed to the Tenant in respect of any period before the end of the Term to make good such loss to the Landlord
- 4.2.2 Subject to the receipt of a valid VAT invoice addressed to the Tenant VAT (or any tax of a similar nature that may be substituted for it or levied in addition to it) chargeable in respect of any payment made by the Tenant under any of the terms of or in connection with this Lease or in respect of any payment made by the Landlord where the Tenant agrees in this Lease to reimburse the Landlord for such payment
- 4.2.3 a fair and proper proportion (to be assessed by the Landlord's Surveyor acting reasonably and as an expert in case of dispute) of all proper and reasonable costs and expenses reasonably and properly incurred or payable by the Landlord in respect of the constructing

repairing rebuilding renewing cleansing decorating and maintaining all common passageways, roads, drains, exterior walls, roofs foundations party walls and fences and other conveniences easements and amenities whatsoever the use of which is common to the Demised Premises and to other premises in the Building

- 4.2.4 an amount equal to all monies which the Landlord is unable to recover from his insurers as a result of:-
- 4.2.4.1 any act default or omission of the Tenant or,
- 4.2.4.2 the imposition by the insurer of an obligation to bear part of an insured loss (commonly called an excess) and all other amounts deducted by such insurer pursuant to the terms of the Policy
- 4.2.5 if any rates taxes assessments charges impositions and outgoings costs or expenses specified are charged imposed upon or in respect of any building of which the Demised Premises form part the Tenant's obligation hereunder shall be to pay a reasonable proportion thereof such proportion in default of agreement between the Landlord and the Tenant to be determined by the Landlord's Surveyor acting reasonably and as an expert

## 4.3 Repair Cleansing and Decoration

- 4.3.1 From time to time and at all times well and substantially to repair and clean the Demised Premises and to keep the interior of the Demised Premises and the sewers drains pipes wires and sanitary and water apparatus thereof in good clean and substantial repair and condition (except for any damage caused by an insured risk) PROVIDED THAT the Tenant shall not be required to improve the Property beyond the condition as shown in the photographic schedule of condition annexed to this lease and initialled by both parties
- 4.3.2 As often as may in the reasonable opinion of the Surveyor to the Landlord be necessary in order to maintain a high standard of decorative finish and attractiveness and to preserve

the Demised Premises and in the last year of the Term (howsoever determined) to redecorate the interior of the Demised Premises in a good and workmanlike manner and with appropriate materials of good quality to the reasonable satisfaction of the Surveyor to the Landlord any change in the colours and patterns of such decoration to be approved by the Landlord such approval not to be unreasonably withheld or delayed

- 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 Demised Premises or the use to which the Demised Premises are being put that are required in order to comply with the requirements of any statute (already or in the future to be passed) or any government department local authority other public or competent authority or court of competent jurisdiction regardless of whether such requirements are imposed on the Landlord the Tenant or the Occupier of the Demised Premises
- 4.3.4 To maintain and replace any of the Landlord's fixtures and fittings which materially reach the end of their useful life with new items of a similar kind or which perform the same or similar function

#### 4.4 Waste and alterations

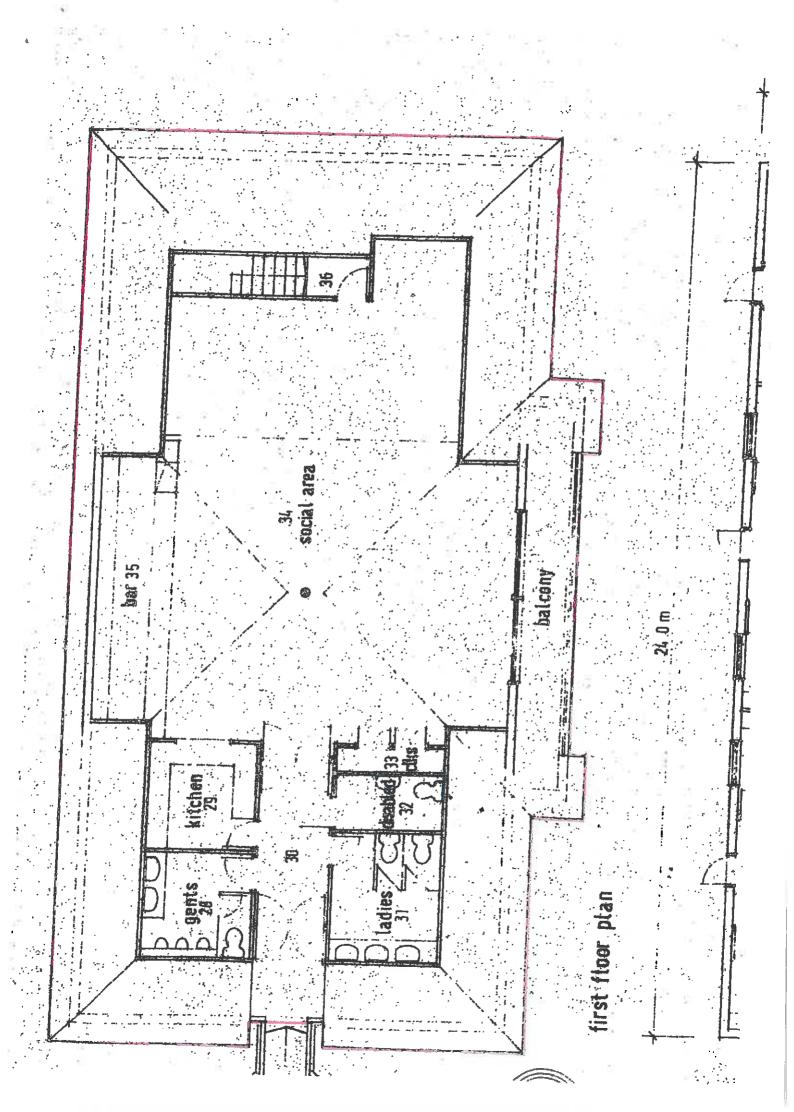
- 4.4.1 Not to do in or near the Demised Premises any act or thing by reason of which the Landlord may under any statute incur have imposed upon him or become liable to pay any penalty damages compensation costs charges or expenses
- 4.4.2 Not without the previous consent in writing (such consent not to be unreasonably withheld or delayed) of the Landlord to make or suffer to be made any alterations or additions to the Demised Premises or to cut maim or injure or suffer to be cut maimed or injured any of the walls or timbers thereof **PROVIDED** that the Tenant may install, remove or relocate internal demountable partitions without the Landlord's consent
- 4.4.3 Not at any time during the Term without the consent in writing (such consent not to be

unreasonably withheld or delayed) of the Landlord first had and obtained (and on which the Landlord may impose such conditions as they think fit) to carry out or permit or suffer to be carried on or out in on over or under the Demised Premises or any part thereof any improvement or addition or any building engineering or mining or other operations or works or matter or make or permit or suffer to be made any material change in the use of the Demised Premises or any part thereof

4.4.4 Not without the Landlord's consent in writing (such consent not to be unreasonably withheld or delayed) first had and obtained to display any sign or advertisement on the Demised Premises or any part thereof or otherwise affect alter or modify the external appearance of the Demised Premises

## 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 upon reasonable prior notice to enter upon the Demised Premises and examine the condition thereof and thereupon 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 as hereinbefore provided 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 Demised Premises and execute such repairs and thereupon the cost shall be a debt due from the Tenant to the Landlord together with all proper and reasonable expenses incurred by the Landlord in connection therewith
- 4.5.2 To permit the Landlord and its agents with workmen and appliances at all reasonable times to enter upon the Demised Premises
- 4.5.2.1 to execute works repairs or alterations on any adjoining premises now or hereafter





belonging to the Landlord or on part of any building of which the Demised Premises form part or to the services thereof (all damage thereby occasioned to the Tenant being made good by the Landlord)

- 4.5.2.2 to construct alter maintain repair fix anything or additional thing serving any adjoining premises and running through the Demised Premises
- 4.5.2.3 in exercise of a right or to comply with any obligation of repair maintenance or renewal under this Lease
- 4.5.2.4 in connection with the development of any adjoining or neighbouring land or premises

#### PROVIDED THAT

- (a) exercise of such rights do not materially affect the use and enjoyment of the Demised Premises
- (b) the Landlord causes as little inconvenience as reasonably practicable in the exercise of such rights and
- (c) the Landlord makes good any damage caused in connection with the exercise of such rights

#### 4.6 Alienation

- 4.6.1 Not to assign underlet or part with possession or grant to third parties any rights to occupy part only of the Demised Premises without the express written consent of the Landlord given by Deed Save that the Tenant may grant a non-exclusive licence of an individual room or rooms Provided that no relationship of Landlord or Tenant is thereby created
- 4.6.2 Not at any time to assign underlet or part with possession or grant to third parties any rights to occupy the whole of the Demised Premises without the previous consent in writing of the Landlord given by Deed **PROVIDED** that in the case of an assignment and underletting such consent not to be unreasonably withheld provided that it has been agreed between the Landlord and the Tenant under the authority given in sub-section (1A) of the Landlord and Tenant Act 1927 (as amended by the Landlord and Tenant (Covenants) Act 1995) that the Landlord may refuse such consent (whether reasonably or not) if the Tenant does not comply with all of the following conditions in respect of that assignment:

before assignment the Tenant will enter into a deed in any form reasonably required by the Landlord to create an authorised guarantee agreement under the terms of Section 16 of the Landlord and Tenant (Covenants) Act 1995 guaranteeing directly with the Landlord as principal debtor the performance by the assignee of all the covenants on the part of the Tenant contained in the Lease during the time that the assignee is tenant of this Lease and to pay to the Landlord all losses, costs and expenses arising out of or incidental to any failure by such assignee to comply with its obligations as Tenant under this Lease and (if any event or default occurs rendering this Lease liable to forfeiture whether or not the Landlord forfeits) at its own expense to accept and execute a counterpart of a new lease of the Demised Premises for the residue of the Term then outstanding at the same rents and upon the same terms as this lease and

4.6.2.1

4.6.2.2

before assignment if reasonably required the Tenant will procure that such sureties as the Landlord requires covenant by deed directly with the Landlord as principal debtors in such form as the Landlord requires to pay to the Landlord all losses, costs and expenses arising out of or incidental to any failure by such assignee to comply with its obligations to the Landlord from time to time and (if any event or default occurs rendering this lease liable to forfeiture whether or not the Landlord forfeits) at their own expenses to accept and execute a counterpart of a new lease of the Demised Premises for the residue of the Term then outstanding at the rents and on the same terms as this Lease

4.6.2.3 in the case of an underletting the same shall exclude the security of tenure provisions of the Landlord and Tenant Act 1954 (as amended), shall be at the be at rent reasonably obtainable without payment of a premium

- 4.6.2.4 On an authorised underletting the Tenant under this lease shall pay to the Landlord such sum (exclusive of VAT) as shall represent 10% of the gross rent due from the undertenant, such sum to be paid monthly on the 1<sup>st</sup> day of each calendar month with the rent due under this lease whether or not the same is paid by the undertenant
- 4.6.2.5 upon making an application for any written consent which is required under this

  Lease and as a condition precedent to the validity of any such application to

  disclose to the Landlord such information as the Landlord may reasonably require
- 4.6.2.6 within one month after the date of any assignment of this Lease or any devolution of the Term by Will intestacy assent or operation of law to produce or cause to be produced (without any demand upon any person) to the Solicitor to the Landlord for registration a certified copy of the original Deed document or instrument effecting such assignment or devolution as aforesaid and to pay to the said Solicitor a reasonable fee (being not less than Forty pounds) together with Value Added Tax at the rate then currently in force in respect of each Deed document or instrument for the registration

## 4.7 Landlords Costs

- 4.7.1 To pay all proper and reasonable costs charges and expenses (including 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 to the Landlord under the terms of this Lease
- 4.7.1.2 the preparation and service of a notice under Section 146 of the Law of Property

Act 1925 whether or not the notice is actually served or notwithstanding that forfeiture is avoided otherwise than by relief granted by the Court

- 4.7.1.3 the enforcement of the Tenant's covenants herein contained
- 4.7.1.4 the preparation and service of any Schedule of Dilapidations during or within 3

  months of the expiry of the Term 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
- 4.7.2 To pay on demand the Landlord's proper and reasonable legal expenses and Surveyor's fees (including disbursements) on all licences and duplicate copies thereof resulting from all applications by the Tenant for any consent or approval of the Landlord or its Surveyors required by these presents including charges fees and disbursements actually incurred in cases where consent is refused (unless refused unreasonably) or the application is withdrawn or not proceeded with by either the Landlord or the Tenant for any reason whatsoever

#### 4.8 User

- 4.8.1 Not at any time to use or permit or suffer to be used the Demised Premises for any immoral or illegal purpose or for the sale of any beer wine or spirits or for any sale by auction nor to do or permit or suffer to be done in the Demised Premises any act or thing which may be or grow to the annoyance or disturbance of the Landlord or its tenants or the neighbourhood or which may render any increased or extra premium payable for the insurance of the Demised Premises or which may make void or voidable any policy for such insurance or result in the insurers declining to renew any such policy
- 4.8.2 To carry on in the Demised Premises the use specified in Part 9 of the First Schedule and not without the prior written consent of the Landlord (such consent not to be unreasonably

- withheld or delayed) to use the Demised Premises or allow the same to be used for any other purpose
- 4.8.3 To ensure that at all times the Landlord has written notice of the name, address and telephone number of at least two keyholders of the Demised Premises

## 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 Demised Premises 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 Demised Premises or in regard to carrying on the trade or business for the time being carried on at the Demised Premises

## 4.10 The Planning Acts and Environmental Law

- 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 Demised Premises which shall contravene the provisions of The Town and Country Planning Act 1990 or the Environmental Protection Act 1990 AND at all times hereafter to indemnify 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
- 4.10.2 Not to serve any purchase notice under the Town and Country Planning Act 1990 requiring any Local Authority to purchase the Tenant's interest in the Term without first offering to surrender the Lease to the Landlord without compensation and if the Tenant

shall receive any compensation with respect to his interest hereunder because of any restriction placed upon the user of the Demised Premises under or by virtue of The Town and Country Planning Act 1990 then forthwith to make provision for the Landlord to receive such compensation

4.10.3 To pay and satisfy any charge that may hereafter be imposed under the Town and Country

Planning Act 1990 or the Environmental Protection Act 1990 upon the Landlord or the

Tenant in respect of the Demised Premises

#### 4.11 Reletting

4.11.1 To permit the Landlord during the three months immediately preceding the determination of the Term to affix and retain without interference on any part of the Demised Premises a notice for reletting the same and during the said three months to permit persons with written authority from the Landlord or its agent at reasonable times in the day to view the Demised Premises

#### 4.12 Yielding Up

4.12.1 To yield up the Demised Premises with the fixtures and additions thereto (other than such trade or other tenant's fixtures as shall belong to the Tenant) at the determination of the Lease hereby granted in a good and substantial state of repair and condition in accordance with the covenants hereinbefore contained

#### 4.13 Indemnities

- 4.13.1 To comply with any covenants and conditions affecting the Landlord's title so far as they affect the Demised Premises and to indemnify the Landlord in respect of any claim arising out of any breach thereof
- 4.13.2 To be responsible for and to keep the Landlord fully indemnified against all damage 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:

- 4.13.2.1 any act omission or negligence of the Tenant or any persons at the Demised

  Premises expressly or impliedly with the Tenant's authority and under the Tenant's

  control
- 4.13.2.2 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
- 4.13.2.3 any defect in the Demised Premises or any part thereof
- 4.13.3 To give notice to the Landlord of any defect in the Demised Premises 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 Demised Premises

## 4.14 Regulations

4.14.1 To comply with all reasonable regulations made by the Landlord from time to time for the management of the Building

#### 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 rent hereby reserved and observing and performing the several covenants on its part hereinbefore contained shall peaceably hold and enjoy the Demised Premises during the Term without any interruption by the Landlord or by any person rightfully claiming under or in trust for them

#### 5.2 Insurance

5.2.1 Unless the insurance of the Building 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 Building insured against loss or damage by fire lightning explosion aircraft (other than hostile aircraft) and other aerial devices or articles dropped therefrom earthquake riot and civil commotion and malicious damage storm or tempest bursting or overflowing of water tanks apparatus or pipes flood impact by road vehicles subsidence landslip settlement and heave Architects Surveyors and other professional fees demolition and site clearance and related costs incurred in shoring up and land or building damage to or breakage of plate glass 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 If the Building is destroyed or damaged by an insured risk the Landlord must lay out the Insurance proceeds in reinstating the same
- 5.3 Landlords Repairing Obligation
- 5.3.1 That the Landlord will maintain and keep in good and substantial repair and condition:
- 5.3.1.1 the main structure of the Building including the foundations all exterior and load bearing walls and the roofs thereof with all gutters and rain water pipes all such gas and water pipes drains and electric cables and wires in under and upon the Building as are enjoyed or used by the Tenant in common with the Landlord and the owners or lessees of other parts of the Building the main paths entrances passages landings and staircases giving access to the Demised Premises and all areas used by the Tenant in common with the Landlord owners or lessees of other parts of the Building

5.3.2 That (subject as aforesaid) the Landlord will so often as reasonably required decorate the exterior of the Building and the entrances passages landings and staircases used in common as aforesaid in the manner in which the same are at the time of this demise decorated or as near thereto as circumstances permit

## 5.4 Water Rates

5.4.1 To pay the water and sewerage rates in respect of the Demised Premises and the Building

#### 6.0 PROVISOS

It is hereby agreed and declared as follows:

6.1 If the yearly rent hereby reserved payable by the Tenant to the Landlord under the provisions of this Lease or if any other monies due to the Landlord shall at any time or times remain unpaid for twenty one days after becoming due and payable (whether such rents or monies due shall have been formally or legally demanded or not) or if any of the covenants or agreements on the part of the Tenant or any of the stipulations or conditions herein contained and on the Tenant's part to be materially performed and observed shall not be performed and observed as required hereunder or if the Tenant (if more than one person any one of them) being a company is the subject of a petition for its winding up or enters into liquidation whether voluntarily (except for reconstruction or amalgamation or a solvent company) or compulsory or has a provisional liquidator or a receiver (including an administration receiver) appointed or is the subject of an administration order or a petition for one or more of a voluntary arrangement or a proposal for one under Part I Insolvency Act 1986 or is unable to pay its debts within the meaning of Section 123 Insolvency Act 1986 or is otherwise insolvent or having been registered with unlimited liability it acquires limited liability or the Tenant (if more than one person any one of them being an individual) is the subject of a bankruptcy petition or bankruptcy order or of any

application or order or appointment under Section 253 or Section 273 or Section 286 Insolvency Act 1986 or otherwise becomes bankrupt or insolvent or the Tenant enters into or makes any proposal to enter into any arrangements or composition for the benefit of his creditors then and in every such case it shall be lawful for the Landlord at any time thereafter to re-enter upon the Demised Premises or any part thereof in the name of the whole and thereupon this demise and the Term and everything herein contained shall immediately cease and determine but without prejudice to any right of action or remedy of the Landlord in respect of rent or other monies due or any antecedent breach or non-performance or non-observance of any of the covenants or agreements on the part of the Tenant or the stipulations or conditions herein contained

- 6.2 In case the Demised Premises or any part thereof shall at any time during the Term be destroyed or so damaged by any of the insured risks as provided in Clause 5.2 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 Demised Premises shall be again rendered fit for occupation and use and if following damage or destruction of the Demised Premises they have not been reinstated so as to make the same fit for occupation or use within two years after the date of damage or destruction the Tenant may terminate this Lease by giving notice to the Landlord and upon giving this notice the Lease shall determine
- 6.2 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

6.4 All walls separating the Demised Premises from other property of the Landlord shall be deemed to be party walls and repairable accordingly

#### 7.0 RENT REVIEW

- 7.1 In this Clause 'review date' means the 1<sup>st</sup> August 2022 and 'review period' means the period starting with the review date up to the end of the Term
- 7.2 The yearly rent shall be:-
- 7.2.1 Until the first review date the rent specified in Part 8 of the First Schedule and
- 7.2.2 During the review period a rent equal to the rent previously payable hereunder or such revised rent as may be ascertained as herein provided whichever be the greater
- 7.3 Such revised rent for the review period may be agreed at any time between the Landlord and the Tenant or (in the absence of agreement) determined not earlier than the review date by an independent valuer (acting as an expert and not as an arbitrator) such valuer to be nominated in the absence of agreement by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors on the application of the Landlord or the Tenant made not earlier than six months before the review date and so that the revised rent to be determined by valuer shall be such as he shall decide is the yearly rent at which the Demised Premises might reasonably be expected to be let at the review date on the following assumptions at that date:

#### 7.3.1 That the Demised Premises:

7.3.1.1 are available to let on the open market without a fine or premium with vacant possession by a willing Landlord to a willing Tenant for the Term

- 7.3.1.2 are to be let as a whole subject to the terms of this Lease (other than the amount of the rent hereby reserved but including the provisions for review of that rent)
- 7.3.1.3 are fit and available for immediate occupation
- 7.3.1.4 may be used for any of the purposes permitted by this Lease as varied or extended by any licence granted pursuant thereto
- 7.3.2 That the covenants herein contained on the part of the Tenant have been fully performed and observed
- 7.3.3 That no work has been carried out to the Demised Premises which has diminished the rental value (except work required pursuant to statute) and that in case the Demised Premises have been destroyed or damaged they have been fully restored (except where such restoration has not taken place due to the Landlord's default)
- 7.3.4 That no reduction is to be made to take account of any rental concession which on a new letting with vacant possession might be granted to the incoming tenant for a period within which its fitting out works would take place
- 7.4.1 But disregarding:
- 7.4.1.1 any effect on rent of the fact that the Tenant its sub-tenants or their respective predecessors in title have been in occupation of the Demised Premises
- 7.4.1.2 any goodwill attached to the Demised Premises by reason of the carrying on thereat of the business of the Tenant its sub-tenants or their predecessors in title in their respective business and
- 7.4.1.3 any increase in rental value of the Demised Premises attributable to the existence at the relevant review date of any improvement to the Demised Premises or any part thereof carried out with consent where required otherwise than in pursuance of

an obligation to the Landlord or its predecessors in title except obligations requiring compliance with statutes or directions of Local Authorities or other bodies exercising powers under statute or Royal Charter either by the tenant its sub-tenants or their respective predecessors in title during the said term or during any period of occupation prior thereto arising out of any agreement to grant such term or by any tenant or sub-tenant of the Demised Premises before commencement of the Term so long as the Landlord or its predecessors in title have not since the improvement was carried out had vacant possession of the relevant part of the Demised Premises

- 7.5 It is hereby further provided in relation to the ascertainment and payment of revised rent as follows:
- 7.5.1 In the case of determination by a valuer:
- 7.5.1.1 the fees and expenses of the valuer including the cost of his nomination shall be borne equally by the Landlord and the Tenant who shall otherwise bear their own costs and
- 7.5.1.2 the valuer shall afford the Landlord and the Tenant an opportunity to make representations to him and
- 7.5.1.3 if the valuer nominated pursuant to Clause 7.3 hereof shall die delay or become unwilling unfit or incapable of acting or if for any other reason the President for the time being of the Royal Institution of Chartered Surveyors or the person acting on his behalf shall in his absolute discretion think fit he may on the application of either the Landlord or the Tenant by writing discharge the valuer and appoint another in his place

- 7.5.2 if the revised rent payable on and from any review date has not been agreed by that review date rent shall continue to be payable at the rate previously payable and forthwith upon the revised rent being ascertained the Tenant shall pay to the Landlord any shortfall between the rent and the revised rent payable up to and on the preceding quarter day together with interest on any shortfall at the base lending rate for the time being of Lloyds Bank Plc such interest to be calculated on a day to day basis from the relevant review date on which it would have been payable if the revised rent had then been ascertained to the date of actual payment of any shortfall and the interest so payable shall be recoverable in the same manner as rent in arrear
- 7.5.3. for the purposes of this proviso the revised rent shall be deemed to have been ascertained on the date when the same has been agreed between the Landlord and the Tenant or of the determination by the valuer
- 7.6 If either the Landlord or the Tenant shall fail to pay any costs awarded against it by the valuer the other shall be entitled to pay the same and the amount so paid shall be repaid by the party chargeable on demand
- 7.7 When the amount of any rent to be ascertained as hereinbefore provided shall have been so ascertained or determined a memorandum thereof shall thereupon be signed by or on behalf of the Landlord and Tenant and annexed to this Lease and the counterpart thereof and the Landlord and the Tenant shall bear their own costs in respect thereof

### 8.0 SURETY

8.1 The Surety in consideration of the demise hereinbefore contained having been made at his request hereby covenants with the Landlord that the Tenant shall pay the rents hereby reserved on the days and in the manner aforesaid and shall duly perform and observe all the covenants hereinbefore on the Tenant's part contained and that in case of default in

such payment of rent or performance or observance of any of the covenants as aforesaid during the currency of the said term and also thereafter during such period as the Tenant remains in occupation of the Demised Premises the Surety will pay and make good to the Landlord on demand all loss damage costs and expenses thereby arising or incurred by the Landlord

- 8.2 Any neglect or forbearance of the Landlord in endeavouring to obtain payment or to enforce performance or observance of the several stipulations herein on the Tenant's part contained and any time which may be given by the Landlord to the Tenant shall not release or exonerate or in any way affect the liability of the Surety under this covenant
- 8.3 In event of this Lease being disclaimed by the Tenant or on behalf of the Tenant under any statutory or other power the Surety will take from the Landlord (but only if so required by the Landlord by written notice to the Surety within three months after such disclaimer) a grant of another Lease of the Demised Premises for the residue of the Term unexpired at the date of such disclaimer at the same several rents hereinbefore reserved and subject to the like covenants and provisos as are herein contained and at the expense of the Surety the Surety on the execution of such further Lease to execute and deliver to the Landlord a Counterpart thereof

### 9.0 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

9.1 A person who is not a party to this deed is not intended to have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of this Lease

#### 10.0 STATUS OF LEASE

10.1 It is declared that this lease is a new lease within the meaning of the Landlord and Tenant(Covenant) Act 1995

### 11.0 EXCLUSION OF THE LANDLORD AND TENANT ACT 1954

- 11.1 The Landlord and the Tenant agree that the provisions of Sections 24 to 28 (inclusive) of the Landlord and Tenant Act 1954 shall not apply to this tenancy
- 11.2 The Tenant confirms that before the date of this lease:
- 11.2.1 The Landlord served on the Tenant a notice in a form complying with Schedule 1 of the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 (the Regulations) in relation to the tenancy created by this lease and
- 11.2.2 The Tenant made a Declaration in reply notice in a form complying with Schedule 2 of the Regulations in relation to the tenancy created by this Lease

### 12.0 RENT DEPOSIT

- 12.1 The Landlord will arrange for the Rent Deposit to be held upon trust for the Tenant in a separate interest bearing bank account and for such deposit to be refunded to the Tenant on the earlier of the following events:
- 12.1.1 On lawful assignment of this Lease and
- 12.1.2 Once the Tenant has vacated the Demised Premises upon the expiry or sooner

  determination of the Term with all accrued interest less any deductions properly made by
  the Landlord in respect of any unpaid rent or other money properly due to the Landlord or
  the cost of remedying breaches of the Tenant's covenants in this lease
- 12.2 If the Landlord shall have recourse to the Rent Deposit for unpaid rent or other amounts due during the Term and shall notify the Tenant of such action the Tenant shall within 10 working days pay to the Landlord such amount to restore the Rent Deposit to the amount paid at the commencement of this Lease
- 12.3.1 The Landlord agrees to give to the Tenant 10 working days prior notice to remedy such default before drawing upon the Rent Deposit

# 13. EARLY TERMINATION

13.1 If the Tenant shall wish to determine this Lease on the 1<sup>st</sup> February 2022 and gives to the Landlord not less than six months notice of that wish and up to the time of determination pays the rent payable under the terms of this Lease then on the expiry of the notice the Term is to cease and determine immediately but without prejudice to any rights or remedies that may have accrued IN WITNESS of which the parties have executed this Deed the day and year first before written

### THE FIRST SCHEDULE

PART 1 - The Landlord

UCKFIELD TOWN COUNCIL of Civic Centre, Uckfield, East Sussex TN22 1AE

PART 2 - The Tenant

SUSSEX SUPPORT SERVICE C I C (Co. Number 08942698) Registered Office: Suite 2, First Floor, Pentagon House, Wealden Industrial Estate, Farningham Road Crowborough East Sussex TN6 2JR

PART 3 - The Surety

None at the date of this lease

PART 4 - The Demised Premises

First Floor rooms and the Storage Room on the ground floor of Victoria Pavilion, Old Timbers

Lane, Uckfield TN22 5DJ as the same are edged red on the plan annexed

PART 5 - The Building

Victoria Pavilion, Old Timbers Lane, Uckfield as the same is registered at the Land Registry with other land Title Absolute under Title Number ESX 298632

PART 6 - The Term of Years

**FIVE YEARS** 

PART 7 - Commencement Date

1st August 2019

### PART 8 - Rent

# TEN THOUSAND FIVE HUNDRED POUNDS (£10,500)

### PART 9 - User

Day Service for older people

#### THE SECOND SCHEDULE

### (Rights Granted)

- 1. Full right and liberty for the Tenant and all persons authorised by it (in common with all other persons entitled to the like right) at all times and for all purposes in connection with the permitted user of the Demised Premises to go pass and repass over and along the paths and entrances in the Building or the Landlord's adjoining Land leading to the Demised Premises
- 2. The right to subjacent and lateral support and to shelter and protection from the other parts of the Building and from the site and roof thereof
- 3. The free and uninterrupted passage of running water and soil gas and electricity from and to the Demised Premises through the sewers drains and watercourses cables pipes and wires which are now or may at any time during the Term be in under or passing through the Building or the Landlord's adjoining land or any part thereof
- 4. The right for the Tenant with servants workmen and others at all reasonable times upon giving three days notice in writing (or in the case of emergency without notice) to enter into and upon other parts of the Building for the purpose of:
- 4.1 repairing cleansing maintaining or renewing any such sewers drains and watercourses cables pipes and wires or
- 4.2 repairing and maintaining and carrying out permitted alterations or other building works to the Demised Premises or any part of the Building giving subjacent or lateral support

- shelter or protection to the Demised Premises in either case causing as little disturbance as possible and making good any damage caused
- 5.0 The right for the Tenant to park not more than four private motor vehicles in the spaces on the Landlord's adjoining land as the Landlord shall allocate from time to time.

### THE THIRD SCHEDULE

## (Rights Reserved)

- 1. 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 Demised Premises
- 2. All the rights of entry upon the Demised Premises referred to in Clause 4.5 of this Lease

### THE FOURTH SCHEDULE

(The Demised Premises)

The premises specified in Part 4 of the First Schedule including:

- 1. The paint paper and other decorative finishes applied to the interior of the external walls of the Building but not any other part of the external walls
- 2. The floor finishes so that the lower limit of the Demised Premises includes such finishes but does not extend to anything below them
- 3. The ceiling finishes so that the upper limit of the Demised Premises includes such finishes but does not extend to anything above them
- 4. The entirety of any non-loadbearing walls wholly within the Demised Premises
- 5. The inner half severed medially of the internal non-loadbearing walls dividing the Demised Premises from other parts of the Building
- 6. The doors and windows and the door and window frames

7. All additions and improvements to the Demised Premises

8. All the Landlord's fixtures and fittings and fixtures of every kind which shall from time to

time be in or upon the Demised Premises whether originally affixed or fastened to or upon the

Demised Premises or otherwise except any such fixture installed by the Tenant that can be

removed from the Demised Premises without defacing the same

9. Any pipes wholly in or on the Demised Premises that exclusively serve the Demised

**Premises** 

Executed as a

Deed by Uckfield Town

Council acting by two Councillors in

the presence of the Clerk:-

Councillor

Clerk

Counterpart/

**EXECUTED** as a DEED

by the Tenant acting by it's

Director in the presence of:-

Witness Signature

Address

à

à

# **UCKFIELD TOWN COUNCIL**

and

# MR AND MRS D TOURLE

## **LEASE**

of part of former Cemetery Chapel, Snatts Road, Uckfield

# WELLERS HEDLEYS SOLICITORS

6 Bishopsmead Parade East Horsley Surrey KT24 6SR



THIS LEASE is made the day of

BETWEEN

UCKFIELD TOWN COUNCIL of Council Offices, Uckfield Civic Centre, Uckfield, East Sussex
TN22 1AE ("the Landlord") of the first part and DEREK TOURLE and AMANDA JANE
TOURLE both of Muthers, 2 Lewes Road, Ridgewood, Uckfield East Sussex TN22 5SL ("the
Tenant") of the second part

# 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 his her or their successors in title;
- 1.1.2 "the Tenant" shall where the context so admits include his her or their successors 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 Demised Premises" means the Property known as part of the former Cemetery Chapel, Snatts Road, Uckfield East Sussex as the same is edged red on the plan
- 1.1.4 "the Term" means the term of Three years from the 1st August 2019 (subject to clause 11.0)
- 1.1.5 "the Building" means the building of which the Demised Premises form part
- 1.1.6 the expressions "The Town and Country Planning Act 1990" "The Factories Act 1961" and "Environmental Protection Act 1990" and "The Offices Shops and Railway Premises Act 1963" 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 DEMISE

The Landlord hereby demises to the Tenant ALL THAT the Demised Premises TOGETHER with the rights described in the First Schedule EXCEPTING AND RESERVING to the Landlord and all

others entitled as described in the Second Schedule **TO HOLD** the same to the Tenant for the Term **YIELDING AND PAYING:** 

- the yearly rent of £2,000 clear of all deductions to be paid by equal quarterly instalments in advance on the 24<sup>th</sup> June 29<sup>th</sup> September 25<sup>th</sup> December 25<sup>th</sup> March in each year the first of such instalments to be paid on the signing hereof for the period to the quarter day next
- 2.2 as additional rent a fair and reasonable proportion of such amount as the Landlord shall from time to time pay or be requested to pay by its insurers in respect of premiums for insuring the Building and any new erections, additions or improvements on or thereto in the full reinstatement value thereof and two years rent hereunder against loss or damage by fire and such other risks as provided in this lease and such other risks as the Landlord in its reasonable discretion thinks necessary or desirable

# 3.0 THE PERMITTED USER

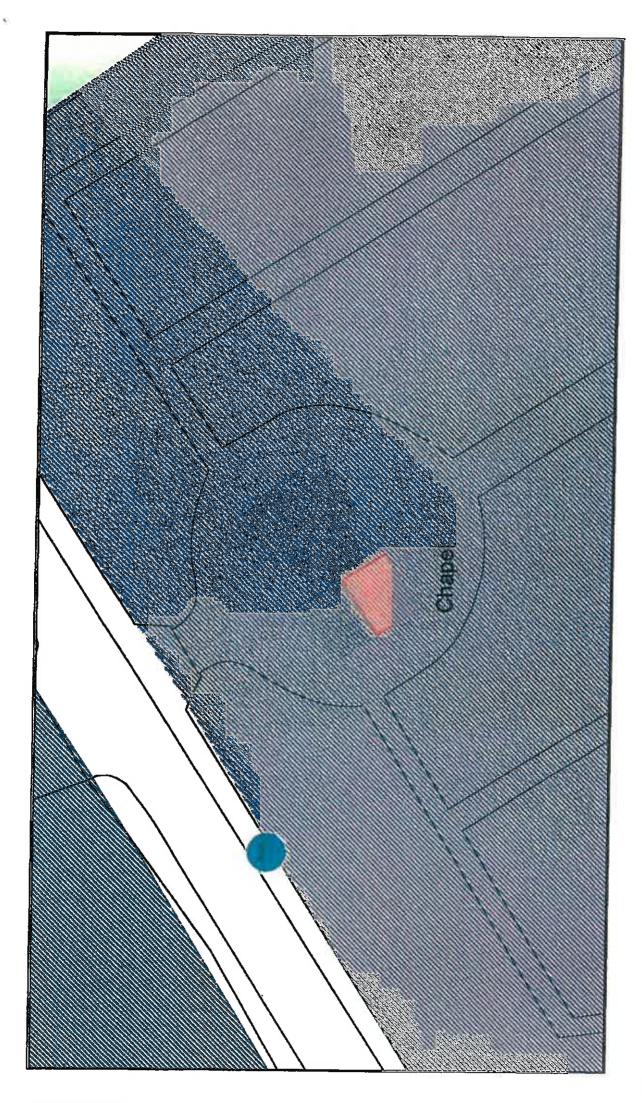
It is hereby agreed and declared between the parties hereto that the Landlord makes no representation and gives no warranty as to the permitted user of the Demised Premises under the Town and Country Planning Act 1990

# 4.0 TENANTS COVENANTS

The Tenant hereby covenants with the Landlord as follows:

### 4.1 Rent

- 4.1.1 To pay the reserved rents on the days and in manner aforesaid and if required by the Landlord by Bankers Order
- 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
- 4.1.3 To pay interest on demand at the rate of 4% above the Base Lending Rate of Lloyds Bank



څوه



Plc, both before and after judgment, as from the date that the same becomes due and payable, on any rent or other sums and amounts payable to the Landlord under the provisions of this Lease which the Tenant fails to pay within seven days of the date upon which the rent or other sum becomes due and payable

# 4.2 Outgoings and VAT

To pay on demand and to indemnify the Landlord against:

- 4.2.1 all rates taxes assessments charges impositions and outgoings which are now or during the Term shall be charged assessed or imposed upon the Demised Premises or upon the owner or occupier of them (excluding any payable by the Landlord occasioned by receipt of the rents or by any disposition or dealing with or ownership of any interest reversionary to the interest created by this Lease) and if the Landlord shall suffer any loss of rating relief which may be applicable to empty premises after the end of the Term by reason of such relief being allowed to the Tenant in respect of any period before the end of the Term to make good such loss to the Landlord
- 4.2.2 VAT (or any tax of a similar nature that may be substituted for it or levied in addition to it) chargeable in respect of any payment made by the Tenant under any of the terms of or in connection with this Lease or in respect of any payment made by the Landlord where the Tenant agrees in this Lease to reimburse the Landlord for such payment
- 4.2.3 an amount equal to all monies which the Landlord is unable to recover from its insurers as a result of;-
- 4.2.3.1 any act default or omission of the Tenant or,
- 4.2.3.2 the imposition by the insurer of an obligation to bear part of an insured loss (commonly called an excess) and all other amounts deducted by such insurer pursuant to the terms of the Policy

4.2.4 if any rates taxes assessments charges impositions and outgoings costs or expenses specified are charged imposed upon or in respect of the Building of which the Demised Premises form part the Tenant's obligation hereunder shall be to pay a reasonable proportion thereof such proportion in default of agreement between the Landlord and the Tenant to be determined by the Landlord's Surveyor acting as an expert

# 4.3 Repair Cleansing and Decoration

- 4.3.1 From time to time and at all times well and substantially to repair clean and keep the interior of the Demised Premises and the sewers drains pipes wires chimneys and sanitary and water apparatus thereof in good clean and substantial repair and condition
- 4.3.2 As often as may in the reasonable opinion of the Surveyor to the Landlord be necessary in order to maintain a good standard of decorative finish and attractiveness and to preserve the Demised Premises and in the last year of the Term (howsoever determined) to redecorate the interior of the Demised Premises in a good and workmanlike manner and with appropriate materials of good quality to the reasonable satisfaction of the Surveyor to the Landlord any change in the colours and patterns of such decoration to be approved by the Landlord such approval not to be unreasonably withheld or delayed Provided that if this Lease shall be determined at the end of the first year of the Term by reason of a non renewal of the relevant Planning Consent the Tenant shall only be obliged to return the Demised Premises in the same state and condition as existed at the date of this Lease and the provisions of Clauses 4.3.1 and 4.3.2 shall not impose a higher obligation
- 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 Demised Premises or the use to which the Demised Premises are being put that are required in order to comply with the requirements of any statute (already or in the future to be passed) or any government department local authority other public or

competent authority or court of competent jurisdiction regardless of whether such requirements are imposed on the Landlord the Tenant or the Occupier of the Demised Premises

## 4.4 Waste and alterations

- 4.4.1 Not to do in or near the Demised Premises any act or thing by reason of which the Landlord may under any statute incur have imposed upon it or become liable to pay any penalty damages compensation costs charges or expenses
- 4.4.2 Not without the previous consent in writing of the Landlord to make or suffer to be made any alterations or additions to the exterior of the Demised Premises or to cut maim or injure or suffer to be cut maimed or injured the structure or any of the walls or timbers thereof
- 4.4.3 Not at any time during the Term without the consent in writing of the Landlord first had and obtained (and on which the Landlord may impose such conditions as it thinks fit) to carry out or permit or suffer to be carried on or out in on over or under the Demised Premises or any part thereof any improvement or addition or any building engineering or mining or other operations or works or matter or make or permit or suffer to be made any material change in the use of the Demised Premises or any part thereof
- 4.4.4 Not to display any sign or advertisement on the exterior of the Demised Premises or any part thereof or otherwise affect alter or modify the external appearance of the Demised Premises

# 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 to enter upon the Demised Premises and examine the condition thereof and thereupon 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 as hereinbefore provided 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 Demised Premises 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

- 4.5.2 To permit the Landlord and its agents with workmen and appliances at all reasonable times to enter upon the Demised Premises
- 4.5.2.1 to execute works repairs or alterations on any adjoining premises now or hereafter belonging to the Landlord or on part of the Building or to the services thereof (all damage thereby occasioned to the Tenant being made good by the Landlord)
- 4.5.2.2 to construct alter maintain repair fix anything or additional thing serving any adjoining premises and running through the Demised Premises
- 4.5.2.3 in exercise of a right or to comply with any obligation of repair maintenance or renewal under this Lease
- 4.5.2.4 in connection with the development of any adjoining or neighbouring land or premises

### 4.6 Alienation

- 4.6.1 Not to assign underlet or part with possession or grant to third parties any rights to occupy part only of the Demised Premises
- 4.6.2 Not at any time to assign underlet or part with possession or grant to third parties any rights to occupy the whole of the Demised Premises

### 4.7 Landlords Costs

4.7.1 To pay all costs charges and expenses (including 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 to the Landlord under the terms of this Lease
- 4.7.1.2 the preparation and service of a notice under Section 146 of the Law of Property Act
  1925 whether or not the notice is actually served or notwithstanding that forfeiture is
  avoided otherwise than by relief granted by the Court
- 4.7.1.3 the enforcement of the Tenant's covenants herein contained
- 4.7.1.4 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
- 4.7.2 To pay on demand the Landlord's legal expenses and Surveyor's fees (including disbursements) on all licences and duplicate copies thereof resulting from all applications by the Tenant for any consent or approval of the Landlord or its Surveyors required by this Lease including charges fees and disbursements actually incurred in cases where consent is refused or the application is withdrawn or not proceeded with by either the Landlord for good reason or the Tenant for any reason whatsoever

#### **4.8** User

4.8.1 Not at any time to use or permit or suffer to be used the Demised Premises for any immoral or illegal purpose or for the sale of any beer wine or spirits or for any sale by auction nor to do or permit or suffer to be done in the Demised Premises any act or thing which may be or grow to the annoyance or disturbance of the Landlord or its tenants or the neighbourhood or which may render any increased or extra premium payable for the insurance of the Demised Premises or which may make void or voidable any policy for such insurance or result in the insurers declining to renew any such policy

4.8.2 To carry on in the Demised Premises the use permitted by consent granted by Wealden
District Council and any extension of that consent and not to use the Demised Premises or
allow the same to be used for any other purpose

# 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 Demised Premises 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 Demised Premises or in regard to carrying on the trade or business for the time being carried on at the Demised Premises

# 4.10 The Planning Acts and Environmental Law

- 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 Demised Premises which shall contravene the provisions of The Town and Country Planning Act 1990 or the Environmental Protection Act 1990 AND at all times hereafter to indemnify 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
- 4.10.2 To pay and satisfy any charge that may hereafter be imposed under the Town and Country

  Planning Act 1990 or the Environmental Protection Act 1990 upon the Landlord or the Tenant
  in respect of the Demised Premises

# 4.11 Reletting

4.11.1 To permit the Landlord during the three months immediately preceding the determination of the Term to affix and retain without interference on any part of the Demised Premises a notice for reletting the same and during the said three months to permit persons with written authority from the Landlord or its agent at reasonable times in the day to view the Demised Premises

# 4.12 Yielding Up

4.12.1 To yield up the Demised Premises with the fixtures and additions thereto (other than such trade or other tenant's fixtures as shall belong to the Tenant) at the determination of the Lease hereby granted in a good and substantial state of repair and condition in accordance with the covenants hereinbefore contained

### 4.13 Indemnities

- 4.13.1 To be responsible for and to keep the Landlord fully indemnified against all damage 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:
- 4.13.2.1 any act omission or negligence of the Tenant or any persons at the Demised Premises expressly or impliedly with the Tenant's authority and under the Tenant's control
- 4.13.2.2 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
- 4.13.2.3 any defect in the Demised Premises or any part thereof
- 4.13.3 To give notice to the Landlord of any defect in the Demised Premises 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 Demised Premises

# 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 rent hereby reserved and observing and performing the several covenants on their part hereinbefore contained shall peaceably hold and enjoy the Demised Premises during the Term without any interruption by the Landlord or by any person rightfully claiming under or in trust for him

#### 5.2 Insurance

5.2.1 Unless the insurance of the Demised Premises shall have been vitiated or payment of the insurance policy monies refused or the Landlord's insurers shall have declined to renew any such policy by or through the act or default of the Tenant the Landlord will keep the Building insured against loss or damage by fire lightning explosion aircraft (other than hostile aircraft) and other aerial devices or articles dropped therefrom earthquake riot and civil commotion and malicious damage storm or tempest bursting or overflowing of water tanks apparatus or pipes flood impact by road vehicles subsidence landslip settlement and heave Architects Surveyors and other professional fees demolition and site clearance and related costs incurred in shoring up and land or building damage to or breakage of plate glass 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

# 5.3 Landlords Repairing Obligation

- 5.3.1 That the Landlord will maintain and keep in good and substantial repair and condition:
- 5.3.1.1 the main structure of the Building including the foundations all exterior and load bearing walls and the roofs thereof with all gutters and rain water pipes all such gas and water pipes drains and electric cables and wires in under and upon the Demised Premises as are enjoyed or used by the Tenant in common with the Landlord

### 6.0 PROVISOS

It is hereby agreed and declared as follows:

6.1 If the yearly rent hereby reserved payable by the Tenant to the Landlord under the provisions of this Lease or if any other monies due to the Landlord shall at any time or times remain unpaid for fourteen days after becoming due and payable (whether such rents or monies due shall have been formally or legally demanded or not) or if any of the covenants or agreements on the part of the Tenant or any of the stipulations or conditions herein contained and on the Tenant's part to be performed and observed shall not be performed and observed as required hereunder or if the Tenant (if more than one person any one of them) being a company is the subject of a petition for its winding up or enters into liquidation whether voluntarily (except for reconstruction or amalgamation or a solvent company) or compulsory or has a provisional liquidator or a receiver (including an administration receiver) appointed or is the subject of an administration order or a petition for one or more of a voluntary arrangement or a proposal for one under Part I Insolvency Act 1986 or is unable to pay its debts within the meaning of Section 123 Insolvency Act 1986 or is otherwise insolvent or having been registered with unlimited liability it acquires limited liability or the Tenant (if more than one person any one of them being an individual) is the subject of a bankruptcy petition or bankruptcy order or of any application or order or appointment under Section 253 or Section 273 or Section 286

Insolvency Act 1986 or otherwise becomes bankrupt or insolvent or the Tenant enters into or makes any proposal to enter into any arrangements or composition for the benefit of his creditors then and in every such case it shall be lawful for the Landlord at any time thereafter to re-enter upon the Demised Premises or any part thereof in the name of the whole and thereupon this demise and the Term and everything herein contained shall immediately cease and determine but without prejudice to any right of action or remedy of the Landlord in respect of rent or other monies due or any antecedent breach or non-performance or non-observance of any of the covenants or agreements on the part of the Tenant or the stipulations or conditions herein contained

- In case the Demised Premises or any part thereof shall at any time during the Term be destroyed or so damaged by any of the insured risks as provided in Clause 6.1 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 Demised Premises shall be again rendered fit for occupation and use
- 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 him
- 6.4 All walls separating the Demised Premises from other property of the Landlord shall be deemed to be party walls and repairable accordingly

## 7.0 COMPENSATION

- 7.1 If the Term shall be determined before the expiration of Five years from the date hereof the Tenant shall not be entitled to any compensation under the Landlord and Tenant Act 1954
- 8.0 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999
- 8.1 A person who is not a party to this deed is not intended to have any right under the Contracts
  (Rights of Third Parties) Act 1999 to enforce any provision of this Lease
- 9.0 STATUS OF LEASE
- 9.1 It is declared that this lease is a new lease within the meaning of the Landlord and Tenant (Covenant) Act 1995
- 10.0 EXCLUSION OF THE LANDLORD AND TENANT ACT 1954
- 10.1 The Landlord and the Tenant agree that the provisions of Sections 24 to 28 (inclusive) of the Landlord and Tenant Act 1954 shall not apply to this tenancy
- 10.2 The Tenant confirms that before the date of this lease:
- 10.2.1 The Landlord served on the Tenant a notice in a form complying with Schedule 1 of the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 (the Regulations) in relation to the tenancy created by this lease and
- 10.2.2 The Tenant, or a person duly authorised by the Tenant) made a Declaration in reply notice in a form complying with Schedule 2 of the Regulations in relation to the tenancy created by this Lease

### 11.0 DETERMINATION CLAUSE

11.1 If Wealden District Council shall refuse to renew the Planning Consent granted by them in respect of the use of the Demised Premises by the Tenant at any time after the expiration of the first year of the Term and the Tenant shall wish to determine this Lease at any time thereafter and gives to the Landlord not less than two months notice of such wish expiring at

the end of a calendar month and up to the date of determination pays all the rents due, then on the expiry of the notice the Term shall cease and determine immediately but without prejudice to any rights or remedies that may have accrued

11.2 If the Tenant wishes to determine this lease on the 25<sup>th</sup> March 2022 and gives to the Landlord not less than 6 months notice of that wish and pays the rent to the date of determination then on expiry of the notice the Term is to cease and determine immediately but without prejudice to any rights or remedies that may have accrued

IN WITNESS of which the parties have executed this Deed the day and year first before written

## THE FIRST SCHEDULE

# (Rights Granted)

- 1. Full right and liberty for the Tenant and all persons authorised by him (in common with all other persons entitled to the like right) at all times and for all purposes in connection with the permitted user of the Demised Premises to go pass and repass over and along the paths and entrances leading to the Demised Premises
- 2. The right to subjacent and lateral support and to shelter and protection from the adjoining land in the ownership of the Landlord
- 3. The free and uninterrupted passage of running water and soil gas and electricity from and to the Demised Premises through the sewers drains and watercourses cables pipes and wires which are now or may at any time during the Term be in under or passing through the adjoining land or any part thereof
- 4. The right for the Tenant with servants workmen and others at all reasonable times upon giving three days notice in writing (or in the case of emergency without notice) to enter into and upon the adjoining land for the purpose of:

4.1 repairing cleansing maintaining or renewing any such sewers drains and watercourses cables pipes and wires or

4.2 repairing and maintaining and carrying out permitted alterations or other building works to the Demised Premises or to the Building or to any part of the adjoining land giving subjacent or lateral support shelter or protection to the Demised Premises in either case causing as little disturbance as possible and making good any damage caused

### THE SECOND SCHEDULE

## (Rights Reserved)

1. 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 Demised Premises

2. All the rights of entry upon the Demised Premises referred to in Clause 4.5 of this Lease

EXECUTED as a

Deed by the Landlord

acting by two Councillors in

the presence of the Clerk:-

Councillor

Clerk Councillor

Counterpart/
EXECUTED as a DEED
by DEREK TOURLE in the
presence of :-
Witness Signature
Witness name
Address
EXECUTED as a DEED
by AMANDA JANE
TOURLE in the presence of:-
Witness Signature
Witness name
Address





# **UCKFIELD TOWN COUNCIL**

and

# MR AND MRS D TOURLE

## LEASE

of Former Cemetery Chapel, Snatts Road, Uckfield

# WELLERS HEDLEYS SOLICITORS

6 Bishopsmead Parade East Horsley Surrey KT24 6SR



BETWEEN

UCKFIELD TOWN COUNCIL of Council Offices, Uckfield Civic Centre, Uckfield, East Sussex
TN22 1AE ("the Landlord") of the first part and DEREK TOURLE and AMANDA JANE
TOURLE both of Muthers, 2 Lewes Road, ridgewood, Uckfield, East Sussex TN22 5SL ("the
Tenant") of the second part

### 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 his her or their successors in title;
- 1.1.2 "the Tenant" shall where the context so admits include his her or their successors 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 Demised Premises" means the Property known as the former Cemetery Chapel, Snatts Road, Uckfield East Sussex as the same is edged red on the plan
- 1.1.4 "the Term" means the term of Three years from the 1st August 2019 (subject to clause 11)
- 1.1.5 the expressions "The Town and Country Planning Act 1990" "The Factories Act 1961" and "Environmental Protection Act 1990" and "The Offices Shops and Railway Premises Act 1963" 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 DEMISE

The Landlord hereby demises to the Tenant ALL THAT the Demised Premises

TOGETHER with the rights described in the First Schedule EXCEPTING AND

RESERVING to the Landlord and all others entitled as described in the Second Schedule

TO HOLD the same to the Tenant for the Term from the date of this Lease YIELDING

AND PAYING:-

- 2.1 the yearly rent of £3,500 clear of all deductions to be paid by equal quarterly instalments in advance on the 24th June 29th September 25th December 25th March in each year the first of such instalments to be paid on the signing hereof for the period to the quarter day next
- as additional rent such amount as the Landlord shall from time to time pay or be requested to pay by its insurers in respect of premiums for insuring the Demised Premises and any new erections, additions or improvements on or thereto in the full reinstatement value thereof and two years rent hereunder against loss or damage by fire and such other risks as provided in this lease and such other risks as the Landlord in its reasonable discretion thinks necessary or desirable

## 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 Demised Premises 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 rents on the days and in manner aforesaid and if required by the Landlord by Bankers Order
- 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
- 4.1.3 To pay interest on demand at the rate of 4% above the Base Lending Rate of Lloyds Bank Plc,





both before and after judgment, as from the date that the same becomes due and payable, on any rent or other sums and amounts payable to the Landlord under the provisions of this Lease which the Tenant fails to pay within seven days of the date upon which the rent or other sum becomes due and payable

## 4.2 Outgoings and VAT

To pay on demand and to indemnify the Landlord against:

- 4.2.1 all rates taxes assessments charges impositions and outgoings which are now or during the Term shall be charged assessed or imposed upon the Demised Premises or upon the owner or occupier of them (excluding any payable by the Landlord occasioned by receipt of the rents or by any disposition or dealing with or ownership of any interest reversionary to the interest created by this Lease) and if the Landlord shall suffer any loss of rating relief which may be applicable to empty premises after the end of the Term by reason of such relief being allowed to the Tenant in respect of any period before the end of the Term to make good such loss to the Landlord
- 4.2.2 VAT (or any tax of a similar nature that may be substituted for it or levied in addition to it) chargeable in respect of any payment made by the Tenant under any of the terms of or in connection with this Lease or in respect of any payment made by the Landlord where the Tenant agrees in this Lease to reimburse the Landlord for such payment
- 4.2.3 an amount equal to all monies which the Landlord is unable to recover from its insurers as a result of;-
- 4.2.3.1 any act default or omission of the Tenant or,
- 4.2.3.2 the imposition by the insurer of an obligation to bear part of an insured loss (commonly called an excess) and all other amounts deducted by such insurer pursuant to the terms of the Policy

4.2.4 if any rates taxes assessments charges impositions and outgoings costs or expenses specified are charged imposed upon or in respect of any building of which the Demised Premises form part the Tenant's obligation hereunder shall be to pay a reasonable proportion thereof such proportion in default of agreement between the Landlord and the Tenant to be determined by the Landlord's Surveyor acting as an expert

## 4.3 Repair Cleansing and Decoration

- 4.3.1 From time to time and at all times well and substantially to repair clean and keep the interior of the Demised Premises and the sewers drains pipes wires chimneys and sanitary and water apparatus thereof in good clean and substantial repair and condition
- 4.3.2 As often as may in the reasonable opinion of the Surveyor to the Landlord be necessary in order to maintain a good standard of decorative finish and attractiveness and to preserve the Demised Premises and in the last year of the Term (howsoever determined) to redecorate the interior of the Demised Premises in a good and workmanlike manner and with appropriate materials of good quality to the reasonable satisfaction of the Surveyor to the Landlord any change in the colours and patterns of such decoration to be approved by the Landlord such approval not to be unreasonably withheld or delayed Provided that if this Lease shall be determined at the end of the first year of the Term by reason of a non renewal of the relevant Planning Consent the Tenant shall only be obliged to return the Demised Premises in the same state and condition as existed at the date of this Lease and the provisions of Clauses 4.3.1 and 4.3.2 shall not impose a higher obligation
- 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 Demised Premises or the use to which the Demised Premises are being put that are required in order to comply with the requirements of any statute (already or in the future to be passed) or any government department local authority other public or

competent authority or court of competent jurisdiction regardless of whether such requirements are imposed on the Landlord the Tenant or the Occupier of the Demised Premises

#### 4.4 Waste and alterations

- 4.4.1 Not to do in or near the Demised Premises any act or thing by reason of which the Landlord may under any statute incur have imposed upon it or become liable to pay any penalty damages compensation costs charges or expenses
- 4.4.2 Not without the previous consent in writing of the Landlord to make or suffer to be made any alterations or additions to the exterior of the Demised Premises or to cut maim or injure or suffer to be cut maimed or injured the structure or any of the walls or timbers thereof
- 4.4.3 Not at any time during the Term without the consent in writing of the Landlord first had and obtained (and on which the Landlord may impose such conditions as it thinks fit) to carry out or permit or suffer to be carried on or out in on over or under the Demised Premises or any part thereof any improvement or addition or any building engineering or mining or other operations or works or matter or make or permit or suffer to be made any material change in the use of the Demised Premises or any part thereof
- 4.4.4 Not to display any sign or advertisement on the exterior of the Demised Premises or any part thereof or otherwise affect alter or modify the external appearance of the Demised Premises

#### 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 to enter upon the Demised Premises and examine the condition thereof and thereupon 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 as hereinbefore provided 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 Demised Premises 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

- 4.5.2 To permit the Landlord and its agents with workmen and appliances at all reasonable times to enter upon the Demised Premises
- 4.5.2.1 to execute works repairs or alterations on any adjoining premises now or hereafter belonging to the Landlord or on part of any building of which the Demised Premises form part or to the services thereof (all damage thereby occasioned to the Tenant being made good by the Landlord)
- 4.5.2.2 to construct alter maintain repair fix anything or additional thing serving any adjoining premises and running through the Demised Premises
- 4.5.2.3 in exercise of a right or to comply with any obligation of repair maintenance or renewal under this Lease
- 4.5.2.4 in connection with the development of any adjoining or neighbouring land or premises

#### 4.6 Alienation

- 4.6.1 Not to assign underlet or part with possession or grant to third parties any rights to occupy part only of the Demised Premises
- 4.6.2 Not at any time to assign underlet or part with possession or grant to third parties any rights to occupy the whole of the Demised Premises

## 4.7 Landlords Costs

4.7.1 To pay all costs charges and expenses (including 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 to the Landlord under the terms of this Lease
- 4.7.1.2 the preparation and service of a notice under Section 146 of the Law of Property Act
  1925 whether or not the notice is actually served or notwithstanding that forfeiture is
  avoided otherwise than by relief granted by the Court
- 4.7.1.3 the enforcement of the Tenant's covenants herein contained
- 4.7.1.4 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
- 4.7.2 To pay on demand the Landlord's legal expenses and Surveyor's fees (including disbursements) on all licences and duplicate copies thereof resulting from all applications by the Tenant for any consent or approval of the Landlord or its Surveyors required by this Lease including charges fees and disbursements actually incurred in cases where consent is refused or the application is withdrawn or not proceeded with by either the Landlord for good reason or the Tenant for any reason whatsoever

#### **4.8** User

- 4.8.1 Not at any time to use or permit or suffer to be used the Demised Premises for any immoral or illegal purpose or for the sale of any beer wine or spirits or for any sale by auction nor to do or permit or suffer to be done in the Demised Premises any act or thing which may be or grow to the annoyance or disturbance of the Landlord or its tenants or the neighbourhood or which may render any increased or extra premium payable for the insurance of the Demised Premises or which may make void or voidable any policy for such insurance or result in the insurers declining to renew any such policy
- 4.8.2 To carry on in the Demised Premises the use permitted by Wealden District Council pursuant

to Application Number WD/2006/2925/F and any extension of that consent and not to use the Demised Premises or allow the same to be used for any other purpose

## 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 Demised Premises 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 Demised Premises or in regard to carrying on the trade or business for the time being carried on at the Demised Premises

## 4.10 The Planning Acts and Environmental Law

- 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 Demised Premises which shall contravene the provisions of The Town and Country Planning Act 1990 or the Environmental Protection Act 1990 AND at all times hereafter to indemnify 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
- 4.10.2 To pay and satisfy any charge that may hereafter be imposed under the Town and Country

  Planning Act 1990 or the Environmental Protection Act 1990 upon the Landlord or the Tenant
  in respect of the Demised Premises

## 4.11 Reletting

4.11.1 To permit the Landlord during the three months immediately preceding the determination of

the Term to affix and retain without interference on any part of the Demised Premises a notice for reletting the same and during the said three months to permit persons with written authority from the Landlord or its agent at reasonable times in the day to view the Demised Premises

## 4.12 Yielding Up

4.12.1 To yield up the Demised Premises with the fixtures and additions thereto (other than such trade or other tenant's fixtures as shall belong to the Tenant) at the determination of the Lease hereby granted in a good and substantial state of repair and condition in accordance with the covenants hereinbefore contained

## 4.13 Indemnities

- 4.13.1 To be responsible for and to keep the Landlord fully indemnified against all damage 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:
- 4.13.2.1 any act omission or negligence of the Tenant or any persons at the Demised Premises expressly or impliedly with the Tenant's authority and under the Tenant's control
- 4.13.2.2 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
- 4.13.2.3 any defect in the Demised Premises or any part thereof
- 4.13.3 To give notice to the Landlord of any defect in the Demised Premises 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 Demised Premises

## 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 rent hereby reserved and observing and performing the several covenants on their part hereinbefore contained shall peaceably hold and enjoy the Demised Premises during the Term without any interruption by the Landlord or by any person rightfully claiming under or in trust for him

#### 5.2 Insurance

5.2.1 Unless the insurance of the Demised Premises shall have been vitiated or payment of the insurance policy monies refused or the Landlord's insurers shall have declined to renew any such policy by or through the act or default of the Tenant the Landlord will keep the Demised Premises insured against loss or damage by fire lightning explosion aircraft (other than hostile aircraft) and other aerial devices or articles dropped therefrom earthquake riot and civil commotion and malicious damage storm or tempest bursting or overflowing of water tanks apparatus or pipes flood impact by road vehicles subsidence landslip settlement and heave Architects Surveyors and other professional fees demolition and site clearance and related costs incurred in shoring up and land or building damage to or breakage of plate glass 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

## 5.3 Landlords Repairing Obligation

5.3.1 That the Landlord will maintain and keep in good and substantial repair and condition:

5.3.1.1 the main structure of the Demised Premises including the foundations all exterior and load bearing walls and the roofs thereof with all gutters and rain water pipes all such gas and water pipes drains and electric cables and wires in under and upon the Demised Premises as are enjoyed or used by the Tenant in common with the Landlord

## 6.0 PROVISOS

It is hereby agreed and declared as follows:

6.1 If the yearly rent hereby reserved payable by the Tenant to the Landlord under the provisions of this Lease or if any other monies due to the Landlord shall at any time or times remain unpaid for fourteen days after becoming due and payable (whether such rents or monies due shall have been formally or legally demanded or not) or if any of the covenants or agreements on the part of the Tenant or any of the stipulations or conditions herein contained and on the Tenant's part to be performed and observed shall not be performed and observed as required hereunder or if the Tenant (if more than one person any one of them) being a company is the subject of a petition for its winding up or enters into liquidation whether voluntarily (except for reconstruction or amalgamation or a solvent company) or compulsory or has a provisional liquidator or a receiver (including an administration receiver) appointed or is the subject of an administration order or a petition for one or more of a voluntary arrangement or a proposal for one under Part I Insolvency Act 1986 or is unable to pay its debts within the meaning of Section 123 Insolvency Act 1986 or is otherwise insolvent or having been registered with unlimited liability it acquires limited liability or the Tenant (if more than one person any one of them being an individual) is the subject of a bankruptcy petition or bankruptcy order or of any application or order or appointment under Section 253 or Section 273 or Section 286 Insolvency Act 1986 or otherwise becomes bankrupt or insolvent or the Tenant enters into or

makes any proposal to enter into any arrangements or composition for the benefit of his creditors then and in every such case it shall be lawful for the Landlord at any time thereafter to re-enter upon the Demised Premises or any part thereof in the name of the whole and thereupon this demise and the Term and everything herein contained shall immediately cease and determine but without prejudice to any right of action or remedy of the Landlord in respect of rent or other monies due or any antecedent breach or non-performance or non-observance of any of the covenants or agreements on the part of the Tenant or the stipulations or conditions herein contained

- In case the Demised Premises or any part thereof shall at any time during the Term be destroyed or so damaged by any of the insured risks as provided in Clause 6.1 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 Demised Premises shall be again rendered fit for occupation and use
- 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 him
- 6.4 All walls separating the Demised Premises from other property of the Landlord shall be deemed to be party walls and repairable accordingly

#### 7.0 COMPENSATION

- 7.1 If the Term shall be determined before the expiration of Five years from the date hereof the Tenant shall not be entitled to any compensation under the Landlord and Tenant Act 1954
- 8.0 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999
- 8.1 A person who is not a party to this deed is not intended to have any right under the Contracts
  (Rights of Third Parties) Act 1999 to enforce any provision of this Lease
- 9.0 STATUS OF LEASE
- 9.1 It is declared that this lease is a new lease within the meaning of the Landlord and Tenant(Covenant) Act 1995
- 10.0 EXCLUSION OF THE LANDLORD AND TENANT ACT 1954
- 10.1 The Landlord and the Tenant agree that the provisions of Sections 24 to 28 (inclusive) of the Landlord and Tenant Act 1954 shall not apply to this tenancy
- 10.2 The Tenant confirms that before the date of this lease:
- 10.2.1 The Landlord served on the Tenant a notice in a form complying with Schedule 1 of the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 (the Regulations) in relation to the tenancy created by this lease and
- 10.2.2 The Tenant, or a person duly authorised by the Tenant) made a Declaration in reply notice in a form complying with Schedule 2 of the Regulations in relation to the tenancy created by this Lease

## 11.0 DETERMINATION CLAUSE

11.1 If Wealden District Council shall refuse to renew the Planning Consent granted by them in respect of the use of the Demised Premises by the Tenant at any time after the expiration of the first year of the Term and the Tenant shall wish to determine this Lease at any time thereafter and gives to the Landlord not less than two months notice of such wish expiring at

the end of a calendar month and up to the date of determination pays all the rents due, then on the expiry of the notice the Term shall cease and determine immediately but without prejudice to any rights or remedies that may have accrued

11.2 If the Tenant wishes to determine this lease on the 25<sup>th</sup> March 2022 and gives to the Landlord not less than six months notice of that wish and pays the rent to the date of determination then on the expiry of the notice the Term is to cease and determine immediately but without prejudice to any rights or remedies that may have accrued

IN WITNESS of which the parties have executed this Deed the day and year first before written

#### THE FIRST SCHEDULE

## (Rights Granted)

- 1. Full right and liberty for the Tenant and all persons authorised by him (in common with all other persons entitled to the like right) at all times and for all purposes in connection with the permitted user of the Demised Premises to go pass and repass over and along the paths and entrances leading to the Demised Premises
- 2. The right to subjacent and lateral support and to shelter and protection from the adjoining land in the ownership of the Landlord
- 3. The free and uninterrupted passage of running water and soil gas and electricity from and to the Demised Premises through the sewers drains and watercourses cables pipes and wires which are now or may at any time during the Term be in under or passing through the adjoining land or any part thereof
- 4. The right for the Tenant with servants workmen and others at all reasonable times upon giving three days notice in writing (or in the case of emergency without notice) to enter into and upon the adjoining land for the purpose of:
- 4.1 repairing cleansing maintaining or renewing any such sewers drains and watercourses cables

pipes and wires or

4.2 repairing and maintaining and carrying out permitted alterations or other building works to the Demised Premises or any part of the adjoining land giving subjacent or lateral support shelter or protection to the Demised Premises in either case causing as little disturbance as possible and making good any damage caused

## THE SECOND SCHEDULE

## (Rights Reserved)

- 1. 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 Demised Premises
- 2. All the rights of entry upon the Demised Premises referred to in Clause 4.5 of this Lease

EXECUTED as a

Deed by the Landlord

acting by two Councillors in

the presence of the Clerk:-

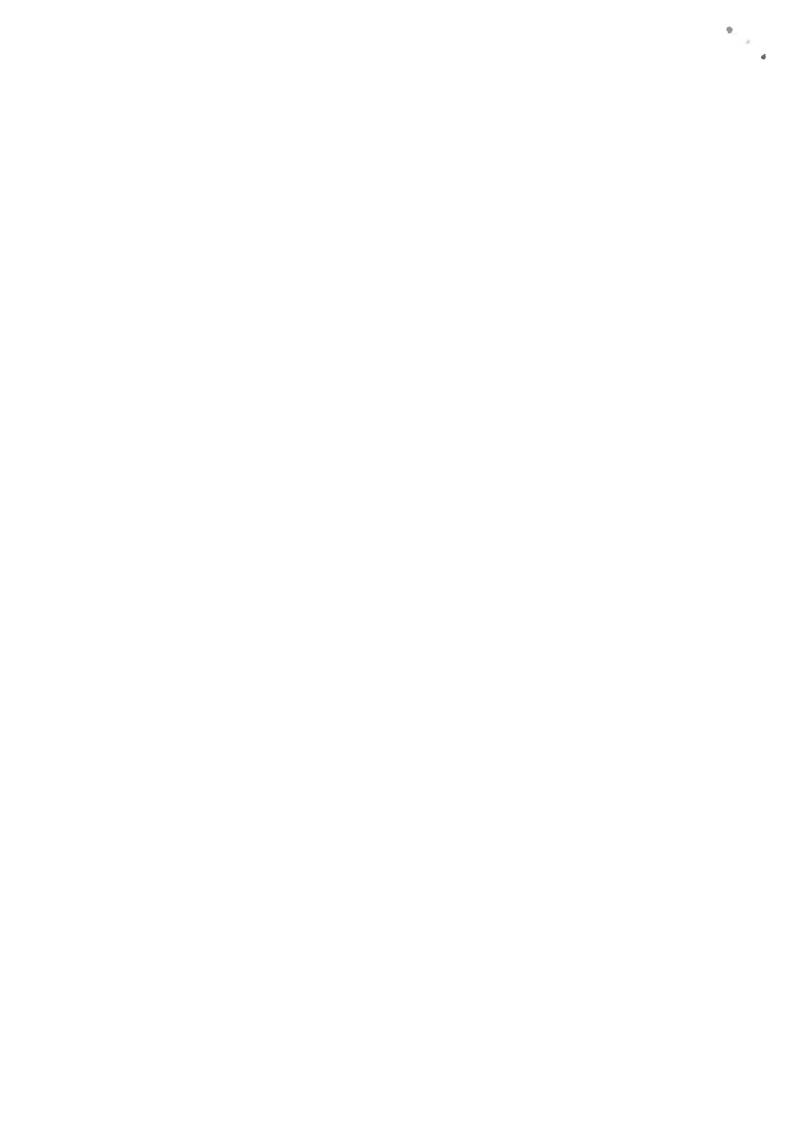
Councillor

Clerk Councillor

EXECUTED as a DEED
by DEREK TOURLE in the
presence of:-
Witness Signature
Witness Name
Address
EXECUTED as a DEED
by AMANDA JANE
TOURLE in the presence of:-
Witness Signature
Witness Name
Witness address

Counterpart/





## **Meeting of Full Council**

## Monday 16th September 2019

#### Agenda item 14.0

# TO CONSIDER WEALDEN DISTRICT COUNCIL'S REVIEW OF POLLING DISTRICTS AND POLLING PLACES

#### 1.0 Summary

- 1.1. The Elections department of Wealden District Council made contact with Uckfield Town Council in August 2019, to advise that they are required to complete a full review of all polling districts and polling places every five years.
- 1.2. In 2016, the Local Government Boundary Commission for England undertook a review of our electoral boundaries. They undertook a full review of their polling districts and polling places in 2017, ahead of the East Sussex County Council Elections. Following on from this review the current Polling District structure and Polling Places were agreed.
- 1.3. They also undertook a review ahead of the local elections that took place in May 2019.
- 1.4 The Notice of Review, timetable and further details can be found at the following link below:

http://www.wealden.gov.uk/Wealden/Council/Voting and Elections/Boundary and Electoral Reviews/Review of Polling Districts and Polling Places.aspx

## 2.0 Public consultation

2.1 The public consultation period has now commenced and closes on 11<sup>th</sup> October 2019. Wealden District Council would welcome the views of all residents, particularly disabled residents, or any person or body with expertise in access for persons with any type of disability.

#### 3.0. Recommendation

3.1. Members are asked to consider whether they wish to provide any response or representation as part of Wealden District Council's consultation.

## **Meeting of Full Council**

## Monday 16th September 2019

## Agenda Item 16.0

#### TO NOTE THE MAYOR'S ENGAGEMENTS

#### 1.0 Summary

1.1 The report sets out the engagements of the Town Mayor and Deputy Mayor.

## TO NOTE THE MAYOR'S ENGAGEMENTS

6th August ESCC Chairman Summer Reception 15th August NCS Youth charity event, Luxford Field

21st August Judging of Calendar Competition 30th August NCS Project – Launch of mural

2<sup>nd</sup> September Meeting with MP Nus Ghani and Sussex Police

7<sup>th</sup> September Uckfield Carnival Judging of children's fancy dress competition

and participation in evening procession

11th September Presentation to winners of Allotment Competition 13<sup>th</sup> September South East DriveAbility Launch – Uckfield Fire Station

## TO NOTE THE DEPUTY MAYOR'S ENGAGEMENTS

15<sup>th</sup> August NCS Youth charity event, Luxford Field

13<sup>th</sup> September 7<sup>th</sup> September Participation in Uckfield Carnival

South East DriveAbility Launch – Uckfield Fire Station