



*Basingstoke
and Deane*

DATED

27th July 2010

THE BOROUGH COUNCIL OF BASINGSTOKE AND DEANE

and

THE TRUSTEES OF BROOKVALE COMMUNITY ASSOCIATION

LEASE

relating to land and building(s)
situate at Lower Brook Street
Basingstoke in Hampshire

Chris Guy
Head of Legal and Democratic Services
Shared Legal Services
Basingstoke and Deane Borough Council
and Hart District Council
Civic Offices
London Road
Basingstoke
Hampshire
RG21 4AH

CONTENTS

CLAUSE	1	DEFINITIONS
CLAUSE	2	INTERPRETATION
CLAUSE	3	DEMISE
CLAUSE	4	THE RENT
CLAUSE	5	THE TRUSTEES' COVENANTS
CLAUSE	5.1	RENT
CLAUSE	5.2	INTEREST
CLAUSE	5.3	OUTGOINGS
CLAUSE	5.4	REPAIR
CLAUSE	5.5	YIELDING UP
CLAUSE	5.6	ALTERATIONS
CLAUSE	5.7	USE AND OCCUPATION
CLAUSE	5.8	INSURANCE
CLAUSE	5.9	WASTE AND CONTAMINATION
CLAUSE	5.10	ALIENATION
CLAUSE	5.11	COMPLIANCE WITH STATUTES
CLAUSE	5.12	DEFECTS IN THE PREMISES
CLAUSE	5.13	OBSTRUCTION OF WINDOWS AND LIGHT
CLAUSE	5.14	ENCROACHMENTS
CLAUSE	5.15	ENTRY TO INSPECT
CLAUSE	5.16	ENTRY TO CARRY OUT REPAIRS
CLAUSE	5.17	DISPLAY OF LEASE
CLAUSE	5.18	AERIALS AND MASTS
CLAUSE	5.19	SIGNS ADVERTISEMENTS AND NOTICES BY THE TRUSTEES
CLAUSE	5.20	SIGNS ADVERTISEMENTS AND NOTICES BY THE COUNCIL
CLAUSE	5.21	INDEMNITY
CLAUSE	5.22	GENERAL OBLIGATIONS
CLAUSE	6	THE COUNCIL'S COVENANTS
CLAUSE	6.1	QUIET ENJOYMENT
CLAUSE	7	PROVISOS AGREEMENTS AND DECLARATIONS
CLAUSE	7.1	FORFEITURE
CLAUSE	7.2	USE OF NEIGHBOURING PROPERTY
CLAUSE	7.3	COMPENSATION ON VACATION EXCLUDED
CLAUSE	7.4	DECLARATION OF TRUST
CLAUSE	7.5	LIABILITY OF THE TRUSTEES
CLAUSE	7.6	CAPACITY OF THE COUNCIL
CLAUSE	7.7	USE BY THE COUNCIL
CLAUSE	7.8	DISPUTES BETWEEN THE TRUSTEES AND

		OCCUPIERS OF ADJOINING PREMISES
CLAUSE	7.9	DISPUTES BETWEEN THE COUNCIL AND THE TRUSTEES
CLAUSE	7.10	EXCLUSION OF OPERATION OF SECTIONS 24-28 LANDLORD AND TENANT ACT 1954
CLAUSE	7.11	HOLDING TRUSTEE DECLARATION
CLAUSE	7.12	CHARITY STATUS
CLAUSE	7.13	DAMAGE BY INSURED RISKS
CLAUSE	7.14	SERVICE OF NOTICES
CLAUSE	8	NO AGREEMENT FOR LEASE
CLAUSE	9	LANDLORD AND TENANT (COVENANTS) ACT 1995
CLAUSE	10	GOVERNING LAW AND JURISDICTION
CLAUSE	10	CONTRACTS (RIGHTS OF THIRD PARTIES ACT) 1999
FIRST SCHEDULE		THE PREMISES
SECOND SCHEDULE		THE RIGHTS
THIRD SCHEDULE		THE EXCEPTIONS

THIS LEASE is made the

27th day of July

Two Thousand and Ten.

BETWEEN

- (1) THE BOROUGH COUNCIL OF BASINGSTOKE AND DEANE Civic Offices London Road Basingstoke Hampshire RG21 4AH (hereinafter called "the Council" which expression shall where the context so admits include the persons for the time being entitled to the reversion immediately expectant on the term hereby created) and
- (2) THE TRUSTEES who are for the time being the Trustees of the Association

1. Definitions

In this Lease unless the context otherwise requires the following expressions shall have the following meanings:-

- 1.1 " Building" means any building or buildings erected or placed on the Land
- 1.2 "Commencement Date" means the commencement date of this Lease
- 1.3 "Exceptions" shall mean the rights excepted and reserved unto the Council as set out in the Third Schedule
- 1.4 "Head of Community Protection" shall mean the Head of Community Protection of the Council or the person for the time being who carries out an equivalent function
- 1.5 "Head of Finance Council Tax and Procurement" shall mean the Head of Finance Council Tax and Procurement of the Council or the person for the time being who carries out an equivalent function
- 1.6 "Head of Legal and Democratic Services" shall mean the Head of Legal and Democratic Services of the Council or the person for the time being who carries out an equivalent function
- 1.7 "Head of Neighbourhood Development" shall mean the Head of Neighbourhood Development of the Council or the person for the time being who carries out an equivalent function

- 1.8 "Head of Property and Facilities Management" shall mean the Head of Property and Facilities Management of the Council or the person for the time being who carries out an equivalent function
- 1.9 "Insurance Cover" shall mean the insurance cover of the Insured Risks effected by the Trustees and the Association in or with some well established office or underwriters of repute with the interest of the Council noted thereon for a sum not less than the full reinstatement value of the Premises and all the fixtures and fittings therein or thereon of an insurable nature against destruction or damage by all those risks specified in the policy of insurance current at the date hereof or as may be varied during the Term
- 1.10 "Insured Risks" means loss or damage by fire explosion storm tempest lightning flood impact by vehicles aircraft articles dropped from aircraft riot civil commotion malicious damage earthquake (fire and shock) and the bursting or overflow of water apparatus pipes and tanks and such other risks as are normally insured against in respect of premises of a like nature to the Premises
- 1.11 "Plan" means the plan annexed hereto
- 1.12 "Permitted User" shall mean the use of the Premises as a Community Centre for the social recreational and educational advantage and community activities for the benefit of the inhabitants of the area defined in the Constitution of the Association for the time being in force
- 1.13 "Perpetuity Period" means the period of 80 years commencing on the Commencement Date
- 1.14 "Premises" means the Land and the Building together being more particularly described in the First Schedule
- 1.15 "Rights" shall mean the rights granted to the Trustees as set out in the Second Schedule

524

FIELD BASED FROM THE ORDINANCE
SURVEY MAP WITH THE SANCTION OF
THE CONTROLLER OF H.M.S.O.



1:1250 Scale Block Plan

Allotment Gardens

KEY PLAN

Poth

CHURCHILL WAY WEST

Drain

El Sub Sto

CAR PARKING

NEW HALL

82.0m

LOWER BROOK STREET

EM 82.32m

Builder's Yard

Tennis Courts

SOLBY'S ROAD

ROCKFORD ROAD

El Sub Sto

SU 8252 SE

522

521

VG WARD

- 1.16 "Term" shall mean a term of 25 years commencing on the first day of May Two Thousand and Eight and expiring on the Thirtieth day of April Two Thousand and Thirty Three
- 1.17 "The Association" means Brookvale Community Association

2. Interpretation

- 2.1 The expression "the Council" shall wherever the context so admits include its successors in title
- 2.2 In this Lease words importing one gender are to be construed as importing any other gender and words importing the singular are to be construed as importing the plural and vice versa
- 2.3 References to any right exercisable by the Council or the Trustees in common with the Council shall be construed as including (where appropriate) the exercise of such right by and in common with all other persons authorised by the Council and all other persons having a like right
- 2.4 References to "the consent of the Council" or words of similar effect mean a consent in writing signed by or on behalf of the Council in its capacity as landlord under this Lease and "approved" and "authorised" or words of similar effect mean (as the case may be) approved or authorised in writing by or on behalf of the Council in its capacity as landlord under this Lease
- 2.5 Any covenant by the Trustees not to do any act or thing shall be deemed to include an obligation not to knowingly or recklessly (recklessly to be judged objectively) allow permit or suffer such act or thing to be done
- 2.6 References to "any right of the Council to have access to the Premises" shall be construed as extending to all persons authorised by the Council including agents employees professional advisers contractors workmen and others

- 2.7 Where the person comprising the Trustees is more than one person any covenant entered into by the Trustees shall be deemed to be entered into jointly and severally
- 2.8 Any reference in this Lease to a clause or sub-clause paragraph or sub-paragraph or Schedule shall refer to the clause or sub-clause paragraph or sub-paragraph or Schedule in or to this Lease as the case may be
- 2.9 The paragraph headings do not form part of this Lease and shall not be taken into account in the construction or interpretation thereof

NOW THIS DEED WITNESSETH as follows:-

3. Demise

The Council HEREBY DEMISES unto the Trustees the Premises TOGETHER with the Rights EXCEPTING AND RESERVING unto the Council the Exceptions TO HOLD the same unto the Trustees for the Term

4. The Rent

The yearly rent is a peppercorn such rent to be paid without any deduction or set-off (whether legal or equitable) annually in advance on demand on the First day of April in each year of the Term

5. The Trustees' Covenants

The Trustees hereby covenant with the Council to observe and perform at all times the following covenants:-

5.1 Rent

To pay the Rent at the time and in manner aforesaid without any deduction set off or abatement whatsoever

5.2 Interest

To pay without deduction and on demand interest calculated on a compound basis at an annual rate equivalent to two per centum above Base Lending Rate of HSBC

Bank Plc or such other bank as the Council may on any sum of money of whatsoever nature due from the Trustees to the Council under the provisions of this Lease but which shall not be received by the Council within twenty one days after the same shall have become due in respect of the period commencing on the day next following the date on which the sum is due to the Council and ending on the date the sum is received by the Council

5.3 Outgoings

To pay and discharge all rates taxes (including Value Added Tax) assessments outgoings and impositions whatsoever (whether parliamentary parochial or otherwise) which are now or at any time during the Term become payable in respect of the Premises either by the owner or occupier hereof except income tax in respect of the said rents and such payments as shall be occasioned by any disposition or dealing with or the ownership of any estate or interest expectant in the reversion of the term hereby granted

5.4 Repair

5.4.1 Throughout the Term to keep the Premises and all additions thereto and all fixtures thereon and the boundary walls fences hedges ditches and gates delineating the boundaries of the Premises and the drains soil and other pipes and sanitary and water apparatus thereof in good and substantial repair and condition to the reasonable satisfaction of the Council

5.4.2 Throughout the Term to keep the land paths car park and roads forming part of the Premises in a clean and tidy condition

5.4.3 To repair maintain replace and renew all pipes cables wire drains and sewers and all additions thereto within the Premises and leading therefrom up to the point of connection with the publicly or Council maintained lines and services which serve the Premises exclusively

5.5 Yielding Up

At the expiration or sooner determination of the Term quietly to yield up the Premises with vacant possession and in good repair order and condition in accordance with the provisions of this Lease together with all additions and improvements thereto and all fixtures which during the Term may be affixed to or upon the Premises (tenant's or trade fixtures belonging to the Trustees or the Association only excepted and the Trustees shall make good to the reasonable satisfaction of the Council all damage to the Premises resulting from the removal thereof) and the Council may sell (or make use of) all remaining fixtures and fittings and keep the proceeds of sale thereof

5.6 Alterations

Not to make or erect or permit or suffer to be made or erected on the Premises any other building or structure or any external alterations in or external projection on the front of or additions to the Building or to cut maim or injure or permit or suffer to be cut maimed or injured any walls or timbers thereof without first submitting to the Council for landlord's approval plans and elevations sections and specification therefore nor to effect any work in respect thereof in the absence of the consent in writing of the Council as landlord such consent shall not be unreasonably withheld or delayed and in the event of the Council granting such consent to carry out such works to the reasonable satisfaction of the Council in accordance with such plans elevations sections and specifications as may have been so approved

5.7 Use and Occupation

5.7.1 Not to use the Premises other than for the Permitted User and such purposes as are consistent therewith

5.7.2 To use the Premises in accordance with the constitution of the Association for the time being in force as varied or amended

5.7.3 To be in occupation of the Premises at all times

- 5.7.4 Not to store or bring upon the Premises or any part thereof any materials or articles of a dangerous explosive or specially combustible or inflammable nature or the keeping of which may contravene any statute or order or local regulation or bye-law
- 5.7.5 Not to use the Premises or any part thereof for any illegal or immoral act or purpose
- 5.7.6 Not to carry on in or upon the Premises any act or thing which shall or may be or become a nuisance damage or annoyance to the Council its tenants or licensees or any owner or occupier of any premises in the neighbourhood
- 5.7.7 Not to use the Premises for residential purposes or as sleeping accommodation and not to hold any sale by auction in or upon the Premises
- 5.7.8 Not to use in or upon the Premises any sound amplifying equipment which is audible outside the Building without the consent of the Head of Community Protection which consent if given may be granted subject to such conditions as the Head of Community Protection may deem appropriate
- 5.7.9 Not without the prior written consent of the Council to use the Premises or any part or parts thereof for the purpose of storing or stacking of any goods materials or things of any kind whatsoever
- 5.7.10 Not to carry out any loading and unloading and servicing of vehicles outside the curtilage of the Premises
- 5.7.11 Not to carry on upon the Premises any trade business profession or other occupation or to allow the same to be used for any commercial purpose whatsoever

5.7.12 Not to permit or allow a permanent or regular licensed bar upon the Premises and not to permit or allow the Premises to be used for the purpose of a social club for the sale on and from and consumption on or off the Premises of alcoholic drink

5.7.13 Not to use the Premises for any dangerous or hazardous sport or activity and the Council shall have absolute discretion as to what constitutes a dangerous or hazardous sport

5.8 Insurance

5.8.1 At all times during the Term to maintain the insurance cover on the Premises insured from and against The Insured Risks and to pay all premiums necessary therefor within 7 days after the same shall have become payable and to produce to the Council on demand the Policy for such insurance and the receipt for the last such payment in respect of such policy

5.8.2 Not knowingly or recklessly (recklessness to be judged objectively) to do anything whereby any policy of insurance on including or in any way relating to the Premises may become void or voidable

5.8.3 In the event of the Premises or any part thereof being destroyed or damaged by any of the Insured Risks to give immediate notice thereof to the Council

5.8.4 In the event of the Premises or any part thereof being destroyed or damaged by any of the Insured Risks (and where the insurance money under any insurance against the same effected thereon by the Trustees and the Association being wholly or partly irrecoverable by reason solely or in part of any act or default of the Trustees or members of the Association) then and in every such case the Trustees will as soon as practicable

thereafter lay out the insurance monies (and any other monies from its own resources) to the satisfaction of the Council in rebuilding and reinstating the Premises to such condition as the Council and the Trustees shall agree

- 5.8.5 To insure by a policy in the names of the Trustees and the Association against the risks in respect of their legal liability for injury to or the death of any person and to maintain such insurance throughout the Term in such sum as is reasonable and appropriate and to produce once in each calendar year to the Head of Property and Facilities Management (without demand) a copy of such policy and evidence of payment of the last premium

5.9 Waste and Contamination

- 5.9.1 Not to stop up or obstruct the Conducting Media by oil or grease or any deleterious dangerous noxious or poisonous matter or substance or to cause or permit the same to be discharged from the Premises into the Conducting Media or to contaminate or pollute any watercourse
- 5.9.2 Not to cause or permit any noxious or offensive emissions to be discharged into the atmosphere from any apparatus or equipment installed in or on the Premises
- 5.9.3 Not to install any apparatus for the purpose of fuel burning or the incineration of waste in or on the Premises provided that apparatus intended for space heating and water heating may be installed with the prior approval of the Council (such approval not to be unreasonably withheld or delayed)

5.10 Alienation

5.10.1 Not during the Term to assign or underlet (whether such assignment or underletting shall be by way of mortgage or otherwise) the Premises or any part of parts thereof PROVIDED however that this sub-clause shall not operate to prohibit any assignment of the whole of the Premises to persons appointed as the new Trustees of the Association where such assignment is merely by way of substitution of such new trustees of the Association for the former trustees

5.10.2 Not to charge the Term by way of mortgage nor to use the Term in any other way (whether by deposit of this Lease or other documents or otherwise) as security for any monies whatsoever without the prior written consent of the Council

5.10.3 Not without the prior written consent of the Council to part with or share the possession or occupation of the Premises or any part or parts thereof PROVIDED ALWAYS that this shall not affect the right of the Trustees to allow temporary use of the Premises or any part or parts thereof by some other person or persons for which prior consent shall not be necessary or PROVIDED THAT for the avoidance of doubt this does not prevent the hiring and letting of the hall in accordance with the constitution of the Association

5.11 Compliance with Statutes

At all times during the Term to comply with all Statutes Statutory Instruments Orders Regulations and such other requirements (including (but without prejudice to the generality of the foregoing) the Town and Country Planning Acts) as might be imposed in respect of the Premises or the use or occupation thereof for the purpose aforesaid and if necessary to obtain and keep in force all licences and permits as may be required for the proper use and conduct of the Premises

5.12 Defects in the Premises

Forthwith upon becoming aware of the same to give notice in writing to the Council of any defect in the state of the Premises which would or might give rise to an obligation on the part of the Council to do or refrain from doing any act or thing in order to comply with any duty of care imposed on the Council pursuant to any Act of Parliament

5.13 Obstruction of Windows and Light

Not to stop up darken or obstruct any windows or light belonging to the Premises or carry out any act which might obstruct the light to any adjoining adjacent or neighbouring property

5.14 Encroachments

To use their best endeavours to prevent any encroachment upon the Premises or the acquisition of any new right to light or air passage drainage or other easement over upon or under the Premises and to give written notice to the Council of any threatened encroachment or attempt to acquire any such right or easement and to permit the Council and its agents to enter and examine the Premises and enable the Council at the Council's cost if it thinks fit to do anything necessary for preventing the acquisition of any such right or easement

5.15 Entry to inspect

To permit the Council at all reasonable times and upon reasonable written notice (except in case of emergency) to enter upon the Premises and examine the condition thereof and take a schedule of condition thereof and in case any defects disrepair or unauthorised alterations or additions shall then be found for which the Trustees are liable the Trustees will upon written notice thereof execute all repairs works replacements or removals required within three months after any such notice to the reasonable satisfaction of the Council and if the Trustees shall not within three months after the service of such notice proceed diligently with the execution of such repairs works replacements or removals then the Trustees shall

be deemed to be in default and shall permit the Council to enter upon the Premises and execute such repairs works replacements or removals (and such works will be considered to be supplied to the Trustees by the Council and the reasonable and proper charge for such works made by the Council to the Trustees will be treated as subject to Value Added Tax) and in the event of non payment by the Trustees shall be a debt due from the Trustees to the Council and be forthwith recoverable by action

5.16 Entry to Carry Out Repairs

To permit the Council (and if authorised by the Council the lessees tenants and occupiers of any adjoining premises belonging to the Council) at all reasonable times to enter upon the Premises to execute repairs or alterations on the Premises or any adjoining premises now or hereafter belonging to the Council or to construct connect alter repair cleanse or maintain any sewers drains conduits gutters watercourses wires cables and pipes in or on over or under the Premises for the accommodation of the Premises or of any adjoining premises now or hereafter belonging to the Council all damage thereby occasioned to the Premises being made good to the reasonable satisfaction of the Trustees by the person or persons exercising such rights

5.17 Display of Lease

To ensure that a copy of this Lease is kept in the Building at all times during the Term

5.18 Aerials and Masts

Not without the prior written consent of the Council to erect any aerial mast or pole on the Premises (or install or attach any cable wire or stay on or to them) whether in connection with telecommunications or otherwise

5.19 Signs Advertisements and Notices by the Trustees

Not to affix or exhibit or to permit or suffer to be affixed or exhibited in or upon any part of the Premises any bill poster board placard sign flag or other advertisement save for customary purposes in connection with the use of the Premises for the purposes authorised by this Lease

5.20 Signs Advertisements and Notices by the Council

5.20.1 To permit the Council during the three months immediately preceding the determination of the Term to affix and retain without interference upon any part of the Premises a notice for re-letting the same and during the said three months to permit persons with written authority from the Council or its agents at reasonable times of day upon appointment to view the Premises

5.20.2 At all times to display and maintain all notices (including the wording thereof) which the Council may with the previous approval of the Trustees as far as size wording and positioning thereof is concerned (such approval not to be unreasonably withheld) from time to time reasonably require or which any Statute Statutory Instrument Order or Regulation requires to be displayed at the Premises

5.21 Indemnity

To indemnify and keep indemnified the Council against all legal liability in respect of loss damage actions proceedings suits claims demands costs damages and expenses in respect of any injury to or the death of any person damage to any property whatsoever the infringement disturbance or destruction of any rights easement or privilege or otherwise by reason of or arising in any way directly or indirectly out of the repair state of repair condition existence or user of the Premises or any equipment or thing thereon or on any part thereof

5.22 General Obligations

- 5.22.1 Within twenty-eight days after the death or removal or retirement of the Trustees or any one of them or the appointment of any other person to be a trustee of the Association in addition to or in substitution for any of the existing or former trustees to deliver to the Head of Property and Facilities Management a copy of the Deed (certified by a person capable of providing a certified copy of the Deed) vesting the whole of the Premises in the new trustees of the Association for all the residue of the Term then unexpired
- 5.22.2 To ensure that the constitution of the Association is not during the Term amended or a new constitution adopted in substitution for the existing constitution without first consulting the Council on such amendment or substitution and to consider any representation made by the Council
- 5.22.3 Within 28 days after any variation or amendment of any sort shall have been made to the constitution of the Association at no expense to the Council to submit a full copy of the said constitution as varied or amended to the Head of Neighbourhood Development
- 5.22.4 To ensure that the Association at all times during the Term is recognised as a Charity by the Charity Commissioners and registered as such
- 5.22.5 To ensure that at all times during the Term the Trustees at no time become Officers of the Committee of the Association
- 5.22.6 To submit to the Head of Neighbourhood Development within four months of the end of the financial year in each year a copy of the Association's accounts in respect of the preceding financial year with a list of the names and addresses of the Officers of the Association for the time being at that date
- 5.22.7 The Trustees shall not later than the date four months following the end of the Association's financial year supply to the Head of Neighbourhood

Development a copy of its activity plan for the then current financial year.

5.22.8 To apply for and be responsible for the cost of obtaining all necessary licences and making registration where appropriate and required under any statute and

5.22.8.1 prior to making any application to the Head of Community Protection to apply for the prior written approval of the Head of Neighbourhood Development for the use of the Premises for (i) the performance of public entertainments in music singing and dancing (ii) the sale or supply of food and/or alcohol for consumption on or off the Premises PROVIDED THAT the Council may in its absolute discretion refuse to give its consent or grant consent subject to such conditions as the Council may see fit to impose and the Council shall be under no obligation to give to the Trustees any reason for whatever decision it may take

5.22.9 To ensure that any play equipment installed on the Premises complies with any building regulations applicable thereto (if any) and with the latest recommendations from any government agency which provides guidelines in respect of safety measures in areas of this type and from the Royal Society for the Prevention of Accidents (commonly known as ROSPA)

5.22.10 To permit the Council from time to time upon not less than one month's notice in writing to use the Premises or part of them free of charge for such period as may be necessary for the purpose of holding elections ballots and referendums PROVIDED THAT the Council shall pay a reasonable contribution towards the cost of heating and lighting the

Building during such period such sum to be calculated by the Head of Finance Council Tax and Procurement for the time being whose decision shall be final and binding

6. The Council's Covenants

THE Council HEREBY COVENANTS with the Trustees to observe and perform the following covenants:-

6.1 Quiet Enjoyment

That the Trustees paying the rent hereby reserved and observing and performing the several covenants and conditions on their part herein contained the Trustees shall peaceably hold and enjoy the Premises during the Term without any interruption by the Council or any persons rightfully claiming from or under or in trust for the Council

7. Provisos Agreements and Declarations

It is hereby agreed and declared as follows:-

7.1 Forfeiture

If any payment due under this Lease or any part thereof shall at any time be in arrear and unpaid for twenty one days after the same shall have become due (following formal demand) or if there shall be any breach or non observance of any of the Trustees' covenants hereinbefore contained or if the Premises or any part thereof ceases to be used in accordance with the constitution of the Association or if the Association is no longer registered as a Charity or if the Association is dissolved at any time then and in any such case it shall be lawful for the Council or any person or persons duly authorised by the Council in that behalf at any time thereafter to re-enter upon the Premises or any part thereof in the name of the whole and thereupon this demise shall determine but without prejudice to the right of action of either party hereof in respect of any antecedent breach of the covenants herein contained

7.2 Use of Neighbouring Property

Nothing herein contained or implied shall impose or be deemed to impose any restriction of the user of any land or buildings or part thereof not comprised in this Lease or shall give the Trustees or the Association the benefit of or the right to enforce or to have enforced or to prevent the release or modification of any covenant agreement or condition entered into by any lessee or tenant of 7the Council in respect of property not comprised in this Lease or shall prevent or restrict in any way the development of any land not comprised in the Lease

7.3 Compensation on Vacation

Any statutory right of the Trustees under Section 37 of the Landlord and Tenant Act 1954 Part II and the Regulatory Reform (Business Tenancies)(England and Wales) Order 2003 to claim compensation from the Council on vacating the Premises shall be excluded so far as the law allows

7.4 Declaration of Trust

The Premises shall be held upon trust as a community facility for the use of the Association in accordance with its constitution and the management and control of the Premises shall be vested in the General Committee of the Association who shall provide the Trustees with sufficient funds to meet all expenditure in connection with the Premises as the Trustees may be liable for

7.5 Liability of the Trustees

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

7.6 Capacity of the Council

This Lease is being granted by the Council as owner of the Premises and accordingly nothing in these presents contained shall affect restrict or diminish the powers duties or rights of the Council as a local authority town planning authority or governing body

7.7 Use by the Council

In the event that the Civic Offices London Road Basingstoke or part thereof are unusable due to substantial damage or destruction the Trustees shall make available to the Council the whole of or part of the Demised Premises (as reasonably required by the said Council) for the purposes of temporary office accommodation for Council staff subject to the Council giving to the Trustees and the Chairman of the Association at least 24 hours prior written notice PROVIDED ALWAYS that the Council shall fully compensate the Association for all losses costs and expenses incurred as a result of such occupation and use by the Council AND the Council agrees to use its reasonable endeavours to secure alternative accommodation as soon as possible.

7.8 Disputes between the Trustees and Occupiers of Adjoining Premises

Any disputes arising as between the Trustees and the lessees tenants and occupiers of adjoining or neighbouring premises belonging to the Council (if any) as to any easement right or privilege in connection with the use of the Premises and the adjoining or neighbouring premises or as to the party or other walls separating the Premises from the adjoining premises (if any) shall be decided by the Head of Property and Facilities Management whose decision shall be binding upon all parties to the dispute or shall be settled in such other manner by arbitration or otherwise as the Council shall direct provided that all parties to the dispute are bound by a similar provision

7.9 Disputes between the Council and the Trustees

Except where otherwise specifically provided herein all disputes or differences which may arise between the Council and the Trustees touching the provisions or operation or construction of this Lease or the rights or liabilities of either party hereunder shall be settled by arbitration in accordance with the Arbitration Act 1996

7.10 Exclusion of operation of Sections 24-28 Landlord and Tenant Act 1954

The parties hereto agree that the provisions of sections 24 to 28 of the Landlord and Tenant Act 1954 (inclusive) ("the Act") are excluded in relation to the tenancy created by this Lease and the parties confirm that:-

7.10.1 Before this Lease was entered into the Council served a Notice dated
on the Trustees as required by Section 38A(3)(a) of the Act
and which applies to the tenancy created by this Lease and in response

7.10.2 the Trustees who are duly authorised by the Association have each made a
statutory declaration dated 27/7/2010 in
accordance with the requirements of Section 38A(3)(b) of the Act

7.11 Holding Trustee Declaration

The Trustees hereby declare they are the custodian trustee or holding trustee
(as the case may be) of the Association and will accordingly hold the Premises in
trust for the Association on the trusts declared by its constitution

7.12 Charity Status

The Association is not an exempt charity within the meaning of the Charities
Act 1993 and the restrictions imposed by Section 36 of that Act will apply to
the Premises

7.13 Damage by Insured Risks

If at any time during the Term the Premises are destroyed or so substantially
damaged by the Insured Risks to the extent that reinstatement is impracticable
the Council may determine this Lease by giving the Trustees at any time

following the destruction or damage not less than 6 months' notice and on the expiry of such notice the term demised by this Lease shall cease and determine immediately but without prejudice to any antecedent right or claim of the parties arising under this Lease and still subsisting at the date of expiry of such notice

7.14 Service of Notices

Any notice under this Lease shall be in writing and any notice to the Trustees shall be valid and effectual if given under the hand of either the Head of Legal and Democratic Services or the Head of Property and Facilities Management and shall be deemed to be sufficiently served if left addressed to the Trustees at the Building or sent to them at their respective home addresses as hereinbefore stated by pre-paid recorded delivery post and any notice to the Council shall be deemed to be served if sent by prepaid recorded delivery post to the Head of Legal and Democratic Services at the Civic Offices London Road Basingstoke aforesaid

8. No Agreement for Lease

It is hereby certified that there is no Agreement for Lease (or Tack) to which this Lease (or Tack) gives effect

9. Landlord and Tenant (Covenants) Act 1995

The Lease hereby granted is a new tenancy as defined by the Landlord and Tenant (Covenants) Act 1995 and as such all sections of that Act shall apply to this Lease subject to the terms of this Lease

10. Governing Law and Jurisdiction

This agreement shall be governed by and construed in accordance with the law of England and Wales

11. Contracts (Rights of Third Parties) Act 1999

Nothing in this Lease (subject to the provisions of clause 5.10) confers on anyone other

than the parties to it any right pursuant to the provisions of the Contracts (Rights of Third Parties) Act 1999

IN WITNESS whereof the parties hereto have executed this document as a deed the day and year first before written

THE FIRST SCHEDULE above referred to

(The Premises)

ALL THAT piece or parcel of land situate at Lower Brook Street Basingstoke in Hampshire and which is more particularly shown hatched black on the Plan TOGETHER WITH the building and car park erected on the said land or part thereof and all appurtenances and additions thereto

THE SECOND SCHEDULE above referred to

(The Rights)

- (1) The free and uninterrupted passage and running of water soil gas electricity and telecommunications from and to the Premises through over and along the sewers drains conduits gutters channels watercourses cables pipes and wires ("the Conducting Media") which now are or may at any time during the Term be made placed or laid in under or passing through adjoining or neighbouring land belonging to the Council together with a right of entry (in common with Statutory Undertakers) onto such adjoining or neighbouring land as owned by the Council at reasonable times upon reasonable prior notice (except in case of emergency) (and subject to such reasonable conditions as may be specified by the Council acting reasonably) to repair cleanse maintain and renew the Conducting Media and the walls fences or any other part of the Premises for which the Trustees are responsible under the provisions of this Lease the person or persons exercising such rights making good at its or their own expense all damage occasioned thereby and causing as little inconvenience as reasonably possible

- (2) To pass and repass at all times and for all purposes connected with the use of the Premises with or without vehicles over and along the roads serving the Premises and on foot only over and along the pavements or footpaths serving the Premises
- (3) The right of support and protection for the benefit of the Premises as is now enjoyed from any adjoining subjacent or superimposed property belonging to the Council and capable of providing such support and protection

THE THIRD SCHEDULE above referred to

(The Exceptions)

- 1 The free and uninterrupted passage and running of water soil gas electricity and telecommunications from and to any adjoining and neighbouring buildings and land of the Council and its lessees or tenants by and through the Conducting Media which now are or may at any time during the Term be made placed or laid under in over or connected with the Premises or any part thereof together with a right of entry (in common with statutory undertakers) onto the Premises at reasonable times upon reasonable prior notice (except in case of emergency) for the purpose of exercising such rights and of laying repairing cleansing maintaining mending and renewing the Conducting Media and of making connections thereto from the said adjoining or neighbouring buildings and land the person or persons exercising such right making good at its or their own expense and as soon as reasonable possible all damage occasioned thereby and causing as little inconvenience as is reasonably practicable to the Trustees and the Association
2. The full and free right and liberty for the Council its agents servants and all other persons authorised by the Council to build to such height or execute or construct such works buildings or erections upon or otherwise use or develop the Council's adjoining or neighbouring lands buildings or property as it may think fit notwithstanding that such buildings works erections use or development may

obstruct diminish restrict or otherwise affect or interfere with the light or air or the amount or quantity of light or air on or flowing or coming to or enjoyed or used by (or by the occupiers of) the Premises

- 3 The support and protection from the Premises as is now enjoyed by any adjoining subjacent or superimposed property belonging to the Council
- 4 The right to use the Premises from time to time for the purpose of holding elections ballots or referendums

THE COMMON SEAL of THE BOROUGH)
COUNCIL OF BASINGSTOKE AND DEANE)
was hereunto affixed and this document thereby)
executed as a deed in the presence of:-)
)

Head of Legal and Democratic Services

SIGNED as a deed by the said
in the presence of:-

*) a. b. Gebens
*) K. Kennell

SIGNED as a deed by the said
in the presence of:-

) ~~Thomas J. Culver~~ valid until
) 31/10/2010
)
) R. Kenneally
)