

Dated

2021

THE OFFICIAL CUSTODIAN FOR CHARITIES
and
TRUSTEES OF BROAD OAK VILLAGE HALL
and
HEATHFIELD AND WALDRON PARISH COUNCIL

Renewal Lease By Reference To An Existing Lease

Relating To

Playground Adjacent To Broad Oak Village Hall

RIX&KAY
SOLICITORS LLP

rixandkay.co.uk

TABLE OF CONTENTS

LR1. Date of lease

2021

LR2. Title number(s)

LR2.1 Landlord's title number(s)

ESX248621

LR2.2 Other title numbers

None

LR3. Parties to this lease

Landlord

The Official Custodian for Charities

Official Custodian, 102 Petty France, London, SW1H 9AJ.

Tenant

Heathfield and Waldron Parish Council

73 High Street, Heathfield, East Sussex, TN21 8HU

Other parties

Trustees of Broad Oak Village Hall

Wheatsheaves, Street End lane, Broad Oak, Heathfield, TN21 8RY

LR4. Property

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

See the definition of "Property" in *clause 1.1* of this lease and clause 1 of the Existing Lease.

LR5. Prescribed statements etc.

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

The Property let by this lease is held by the Official Custodian for Charities on behalf of, Barry Hart, Joan Ward, Keran Hunt, Samantha Carol Marchant, Nigel Pyle, Matthew Marchant the Trustees of Broad Oak Village Hall, a non-exempt charity, but

this lease is one falling within paragraph (d) of section 117(3) (of the Charities Act 2011).

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

None.

LR6. Term for which the Property is leased

The term as specified in this lease at *clause 1.1* in the definition of "Contractual Term".

LR7. Premium

None.

LR8. Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

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

None.

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

None.

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

None.

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

None.

LR11. Easements

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

The easements included in *the Schedule* of this lease and specified in clause 1 of the Existing Lease.

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

The easements included in the *Schedule* of this lease and specified in clause 1 of the Existing Lease.

LR12. Estate rentcharge burdening the Property

None.

LR13. Application for standard form of restriction

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

THIS LEASE is made on the day of 2021

BETWEEN

- (1) The Official Custodian for Charities of 102 Petty France, London, SW1H 9AJ. (“the **Landlord**”)
- (2) Barry Hart, Joan Ward, Keran Hunt, Samantha Carol Marchant, , Nigel Pyle, Matthew Marchant as Trustees of Broad Oak Village Hall, a registered charity (registered number 305185), of Wheatsheaves, Street End lane, Broad Oak, Heathfield, TN21 8RY (the "**Trustees** ");
- (3) Heathfield and Waldron Parish Council of 73 High Street, Heathfield, East Sussex, TN21 8HU (the "**Tenant**").

RECITALS

- (A) The Landlord is the freehold owner of the Property.
- (B) The residue of the term of the Existing Lease is vested in the Tenant.
- (C) The Landlord has agreed to grant a new lease of the Property to the Tenant on the terms set out in this lease.

IT IS HEREBY AGREED

1. INTERPRETATION

The following definitions and rules of interpretation apply in this lease.

1.1 Definitions:

- "Annual Rent"** rent at £50 per annum.
- "Contractual Term"** a term of years beginning on, and including the date of this lease and ending on, and including 2031
- "Excluded Terms"** any terms, requirements, covenants or conditions contained in the Existing Lease to the extent that they are inconsistent with, specifically excluded or substituted by, the terms of this lease.

"Existing Lease"	the lease by virtue of which the Tenant holds the Property, which is dated 24 th January 2002 and made between the Landlord and Tenant (a certified copy of which is annexed to this lease) and the documents made supplemental to it (certified copies of which are also annexed to this lease).
"Incorporated Terms"	with the exception of the Excluded Terms, all of the terms, requirements, covenants and conditions contained in the Existing Lease with such modifications as are necessary to make them applicable to this lease and the parties to this lease including: <ul style="list-style-type: none"> (a) the definitions and rules of interpretation in the Existing Lease; (b) the agreements and declarations contained in the Existing Lease; (c) the rights granted and reserved by the Existing Lease (including the right of re-entry and forfeiture); (d) the third party rights, restrictions and covenants affecting the Property
"Landlord's Covenants"	the obligations in this lease, which include the obligations contained in the Incorporated Terms, to be observed by the Landlord.
"LTA 1954"	Landlord and Tenant Act 1954.
"Plan"	the plan attached to this lease marked "Plan"
"Property"	the property known as Land adjacent to Broad Oak Village Hall shown edged red on the Plan and as described in the Existing Lease.
"Rent Payment Dates"	1 st January each year
"Tenant's Covenants"	the obligations in this lease, which include the obligations contained in the Incorporated Terms, to be observed by the Tenant.
"VAT"	value added tax chargeable in the UK.

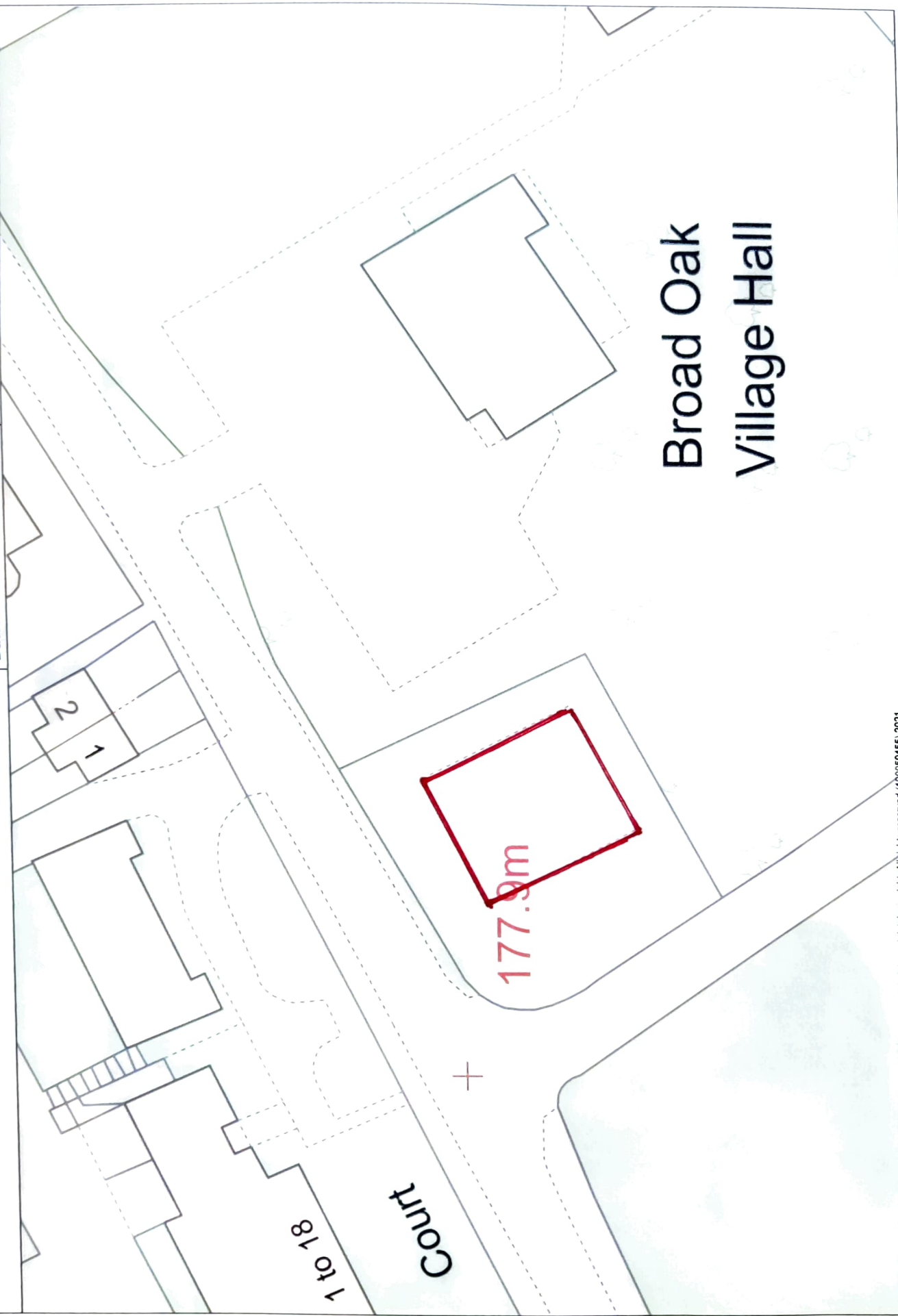
1.2 References to the Trustees and Council in the Existing Lease shall be read as references to the Trustees and Tenant respectively in this lease.

(Plan)

Heathfield and Waldron CP

Author: L. Administrator

Date: 29/04/2021



2. GRANT

- 2.1 Landlord lets with full title guarantee the Property to the Tenant acting pursuant to section 124 of the Local Government Act 1972 for the Contractual Term at the Annual Rent reserved.
- 2.2 This grant is made on the terms of this lease which include the Incorporated Terms as if they were set out in full in this lease.
- 2.3 The Tenant covenants with the Landlord that it will comply with the Tenant's Covenants.
- 2.4 The Landlord covenants with the Tenant that it will comply with the Landlord's Covenants.
- 2.5 The grant is made with the Tenant paying the following as rent to the Landlord:
 - (a) the Annual Rent and all VAT in respect of it;
 - (b) any other sums due under this lease.

3. THE EXISTING LEASE

For the purposes of this lease only, the terms of the Existing Lease shall be varied as set out in the Schedule and this lease shall be read and construed accordingly.

4. THE ANNUAL RENT

- 4.1 The Tenant shall pay the Annual Rent and any VAT in respect of it by four equal instalments in advance on or before the Rent Payment Dates.
- 4.2 The first instalment of the Annual Rent shall be made on the date of this lease and shall be the proportion, calculated on a daily basis, in respect of the period beginning on the first day of the Contractual Term and ending on the day before the next Rent Payment Date

5. EXCLUSION OF SECTIONS 24-28 OF THE LTA 1954

- 5.1 The parties confirm that:
 - (a) the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy created by this lease, before this lease was entered into a certified copy of which notice is annexed to this lease;
 - (b) _____ who was duly authorised by the Tenant to do so made a statutory declaration dated _____ in accordance with the requirements of section 38A(3)(b) of the LTA 1954 declaration is annexed to this lease; and
 - (c) there is no agreement for lease to which this lease gives effect.
- 5.2 The parties agree that the provisions of sections 24 to 28 of the LTA 1954 are excluded in relation to the tenancy created by this lease.

6. REGISTRATION OF THIS LEASE

Following the grant of this lease, the Tenant shall without delay apply to register this lease at HM Land Registry. The Tenant shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly. The Tenant shall send the Trustees official copies of the Tenant's title within one month of the registration being completed.

7. CLOSURE OF THE REGISTERED TITLE OF THIS LEASE

Within one month after the end of the term (and notwithstanding that the term has ended), the Tenant shall make an application to close the registered title of this lease and shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly. The Tenant shall keep the Trustees informed of the progress and completion of its application.

8. SECTION 62 OF THE LAW OF PROPERTY ACT 1925, IMPLIED RIGHTS AND EXISTING APPURTENANT RIGHTS

8.1 The grant of this lease does not create by implication any easements or other rights for the benefit of the Property or the Tenant and the operation of section 62 of the Law of Property Act 1925 is excluded.

9. ENTIRE AGREEMENT

9.1 This lease and the documents annexed to it constitute the whole agreement between the parties and supersede all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to their subject matter.

9.2 Each party acknowledges that in entering into this lease and any documents annexed to it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently).

9.3 Nothing in this lease constitutes or shall constitute a representation or warranty that the Property or any common parts over which the Tenant has rights under this lease may lawfully be used for any purpose allowed by this lease.

9.4 Nothing in this clause shall limit or exclude any liability for fraud.

10. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

This lease does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999.

11. GOVERNING LAW

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

12. JURISDICTION

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

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SCHEDULE 1

Variations to the Existing Lease

1. DELETION OF CLAUSES

1.1 Clauses 7 and 8 of the Existing Lease shall be deleted.

2. ADDITION OF NEW CLAUSES

2.1 For the purposes of this Lease the following clause shall be added to the Existing Lease as new clause 12:-

Charities Act 2011 Statement

The Property let by this lease is held by the Official Custodian for Charities on behalf of, Barry Hart, Joan Ward, Keran Hunt, Samantha Carol Marchant, Nigel Pyle, Matthew Marchant the Trustees of Broad Oak Village Hall, a non-exempt charity, but this lease is one falling within paragraph (d) of section 117(3) (of the Charities Act 2011

The charity trustees of the charity, being the persons who have the general control and management of its administration certify that:

(a) they have power under the trusts of the charity establishing the charity and regulating its purposes and administration to effect this lease; and

(b) they have complied with the provisions of sections 117 to 121 of the Charities Act 2011 so far as applicable.

Signed as a deed on behalf of the Trustees
by _____), two (or as the case may be) of
their number, under an authority conferred
pursuant to section 333 of the Charities Act
2011 in the presence of:

.....

Signature of witness:

Name (in BLOCK
CAPITALS): _____
Address: _____
Named trustees sign here,

___ Authorised signatories

.....

.....

Executed as a deed on behalf of
Heathfield **and Waldron Parish**
Council by two councillors authorised
by the Council in accordance with its
standing orders

.....

Councillor
(Name of councillor)

Councillor
(Name of councillor)