

Dated

1 May

2013

LEASE

THE TOWN COUNCIL OF BAWTRY

And

THE TRUSTEES OF THE NEW HALL BAWTRY

I hereby certify that I compared this copy

Lease

with the original on the 03
day of May 2013 at 12.45 pm/am
and certify it to be a true copy of the original.

Signed

Jones & Company

Jones & Company Solicitors
48 High Street, Bawtry DN10 6JB

JONES & CO
SOLICITORS

Jones and Co
Solicitors
48 High St
Bawtry
Doncaster
DN10 6JB

1 May

PARTIES

- (1) The Town Council of Bawtry of 19 Norwood Avenue Doncaster DN9 3JA (the "**Landlord**")
- (2) The New Hall Bawtry acting by and Jean Alice Cox and Michael Summers both care of two of the Trustees for the time being of The New Hall Bawtry (registered charity number 512955) (the "**Tenant**")

IT IS AGREED AS FOLLOWS:

1. Definitions, interpretation and trust confirmation

1.1 In this Lease:

"Insured Risks"	means loss or damage by fire (including riot fire) lightning, explosion, earthquake, landslip, storm, flood, bursting and overflowing of water pipes, tanks and other apparatus, impact by aircraft or other aerial devices or articles dropped therefrom, impact by road vehicles;
"Management Committee"	means the management committee of the charity trustees for the time being appointed under Part II of the Trust Deed
"Official Custodian"	means the officer appointed pursuant to s.2 of the Charities Act 1993 whose function it shall be to act as trustee for charities in relation to the holding of title to land;
"Premises"	means the land and buildings known as; The New Hall and lands in Peakes Croft Station Road Bawtry
"Tenants' obligations"	means all obligations of the Tenants, and of the Management Committee under any covenant or any other term of this Lease and all implied obligations of the Tenants and of the Management Committee under this Lease;
"Trust Deed"	means the Lease and Trust Deed dated 15 June 1982 made by The Town Council of Bawtry and the Managers as subsequently amended from time to time in accordance with the provisions thereof;

1.2 The Tenants enter into this Lease and accordingly:

1.2.1 any enforceable covenant, agreement or condition contained in this Lease shall be enforceable by or against the Management Committee as if the Premises were vested in them; and

1.2.2 any reference to the Tenants shall, where appropriate, include also reference to the Management Committee;

1.3 In this Lease:

1.3.1 the Clause headings are inserted for convenience only and shall not affect the construction of this Lease;

1.3.2 words denoting the singular shall include the plural and vice versa;

1.3.3 words denoting one gender shall include each gender and all genders;

- 1.3.4 references to persons shall be deemed to include references to natural persons, to firms, to partnerships, to bodies corporate, to associations, and to trusts (in each case whether or not having separate legal personality);
- 1.3.5 references in this Lease to "Clauses" and "Schedule" are references to clauses and, where appropriate, sub-clauses of and to the schedule to this Lease and references to the "parties" or "party" are references to the parties or a party to this Lease;
- 1.3.6 references in this Lease to "Landlord" shall include the person for the time being entitled to the reversion immediately expectant on the term hereby granted;
- 1.3.7 references in this Lease to 'Tenants' includes their successors in title and exclude persons who shall after the date hereof have ceased to hold the title to the Premises as a result of their replacement by the Management Committee in accordance with the Trust Deed).
- 1.4 Words and phrases having statutory definitions shall, where appropriate, be construed as having the same respective meanings in this Lease.
- 1.5 Reference in this Lease to any statute or statutory provisions includes a reference to:
- 1.5.1 that statute or statutory provision as from time to time amended, extended or re-enacted or consolidated and
- 1.5.2 all statutory instruments or orders made pursuant to it;
- 1.6 Wherever in this Lease the Tenants require the approval of the Landlord, such approval shall not be unreasonably withheld or delayed by the Landlord.

2. Lease

The Landlord hereby demises with limited title guarantee to the Tenants the Premises to hold the same unto the Tenants from the ~~30~~ day of April 2013 for the term of 6 years upon and subject to the terms and covenants hereinafter mentioned the Tenants paying to the Landlord the yearly rent of five pounds (£5) on the 1st day of January in each year.

3. Rent and Tenants' covenants

The Tenants covenant with the Landlord as follows:

- 3.1 to pay the yearly rent at the times and in the manner aforesaid without any deduction;
- 3.2 to pay all existing and future rates, taxes, assessments, charges, duties and outgoings payable by law in respect of the Premises by either the owner or the occupier thereof;
- 3.3 to promote the use and enjoyment of the Premises as a village hall "the Permitted Use" providing community facilities for the benefit of the inhabitants of the Parish of Bawtry as set out in the Trust Deed;
- 3.4 to keep in repair, subject to fair wear and tear, the Premises and all fixtures and additions thereon and to yield up the same in such repair at the end of the tenancy;
- 3.5 not to make any structural or other alterations or any additions in or to the Premises except those previously approved in writing by the Landlord, nor, save where such approval has been given, cut or injure the roof, main walls, main timbers or eaves of the Premises nor do anything likely to injure or endanger the same;
- 3.6 not to assign, charge, underlet or part with the possession of either the whole or any part of the Premises without the prior written consent of the Landlord PROVIDED THAT:
- 3.6.1 the Tenant is permitted to provide to third parties facilities for the use of any part of the Premises (whether by way of hire, occupational licence or otherwise) for purposes consistent with the use of the Premises permitted under this Lease provided that no relationship of landlord and tenant is thereby created;

3.6.3 the Tenant is permitted (but only in accordance with written terms which shall be subject to the Landlord's approval) to allow a connected body, by way of occupational licence or otherwise, to provide services or facilities (including but without limitation the operation of a bar or catering facilities) within the Premises where the provision of such services or facilities by the Tenant would not be a breach of the terms of this Lease.

3.7 The following are connected bodies for the purpose of sub-clause 3.6.3;

3.7.1 any unincorporated association in respect of which the management committee or persons nominated by them retain the majority of voting rights at a general meeting;

3.7.2 any corporate body in which the management committee or persons nominated by them hold the majority of voting rights;

3.8 nothing herein contained shall prevent the Tenants from vesting their interest in the Premises and this Lease in the Official Custodian;

3.9 not to keep or permit or suffer to be kept on the Premises any dangerous, explosive or inflammable materials, or any materials which constitute an unreasonable nuisance to the Tenants or occupiers of other parts of the building (if any) of which the Premises form part or of property in the neighbourhood;

3.10 not to place or permit or suffer to be placed upon the Premises anything which shall in the reasonable opinion of the Landlord be likely to cause structural instability to the Premises;

3.11 to insure and keep insured the Premises against the Insured Risks with a reputable insurance company and to produce on request to the Landlord the receipt for the current year's premium or premiums.

3.12 Subject always to the following provisions of this Lease not to use the Premises otherwise than for the Permitted Use and in accordance with the requirements and conditions of any planning permission authorising such use from time to time

3.13 Not to do on the Premises anything which may be illegal or immoral or a legal nuisance or cause danger or injury or damage to the Landlord or any Tenant or any neighbouring owner or occupier and to pay all costs charges and expenses incurred by the Landlord in abating a nuisance and in executing such works as may be required to abate a nuisance in obedience to any notice served upon the Landlord in respect of or incidental to the Premises or the use thereof

3.14 Not to use the Premises for any noxious noisy or offensive trade or business and not to keep any live animals or birds on the Premises and not to allow on the Premises anything which is or may become dangerous offensive combustible inflammable radioactive or explosive

3.15 Not to trade or display goods outside the Premises nor to cause any obstruction outside the Premises

3.16 Not to use on the Premises any machine (other than machinery normally associated with the Permitted Use and which where appropriate shall be mounted so as to minimise noise and vibration) without the written consent of the Landlord and not to use on the Premises any machinery or sound reproduction or amplifying equipment which shall be noisy or cause vibration or be a nuisance disturbance or annoyance to the Landlord or the owners and/or occupiers of the other Premises or any adjoining or neighbouring premises

3.17 Not to do anything which imposes any excessive load or strain on the Premises or any part thereof

3.18 Not to suffer or permit any person to reside or sleep on the Premises

3.19 Not to discharge anything into the pipes serving the Premises which will be corrosive or harmful or which may cause any obstruction or deposit therein

3.20 Not to commit any waste upon or to the Premises

- 3.21 Not to use the Premises as an office for a government agency or other public authority which would involve the attendance thereat of members of the public for the purpose of seeking employment or enrolling for or collecting any statutory social security health insurance or other benefit payment or applying for or collecting any licence passport certificate or similar document or paying thereat any tax imposition or other financial liability
- 3.22 If the Premises are continually unoccupied for more than one month to provide security and caretaking arrangements to afford the Premises reasonable protection against vandalism theft or unlawful occupation
- 3.23 To keep the Premises at a temperature sufficiently high to prevent freezing of water in any Pipes
- 3.24 Not to cause congestion or obstruction of any of the Roads or Footpaths and not to use the same in such manner as to cause any nuisance damage or annoyance and to observe and perform all reasonable traffic regulations imposed by the Landlord
- 3.25 Not to obstruct any fire escape path on the Estate nor any of the Common Parts
- 3.26 Not to load or unload not permit persons doing business with the Tenant or the occupier or occupiers of the Premises to load or unload any goods or materials onto or from lorries or other vehicles in any way so as to cause a nuisance to the owners or occupiers of the Estate or other Premises
- 3.27 To allow the Landlord or persons authorised by the Landlord to have the use of one room within the Premises for one day per month to be agreed between the parties acting reasonably.

4. Covenants by the Landlord

- 4.1 The Landlord covenants with the Tenants that the Tenants shall peaceably and quietly possess and enjoy the Premises during the term hereby granted without any interruption from or by the Landlord or any person or persons rightfully claiming through under or in trust for it.
- 4.2 To grant a new lease upon the same terms as these, if the Trustee on behalf of the Managers so requires at any time during the last year of the Term, and to do the same if a similar request is made during the last year of any such renewed term, but not so as to entitle the Trustee to an aggregate term of more than 30 years

5. Forfeiture

The Landlord may at any time re-enter the Premises or any part thereof in the name of the whole and this Lease shall terminate (but without prejudice to any right of action of either party against the other for prior breach of contract by the Landlord or the Tenants (as the case may be) hereinbefore contained) if:

- 5.1 any rent remains unpaid for twenty-one days after becoming payable (whether formally demanded or not); or
- 5.2 the Tenants fail to perform or comply with any of its covenants and, if such failure is capable of being remedied, fails to do so within a period of six months after written notice of such failure has been delivered by the Landlord to the Tenant;
- 5.3 the charity ceases to exist or shall become moribund with no reasonable likelihood of the objects of the Trust Deed being continued.
- 5.4 If the Trustee or the Managers fail to comply with any requirement of the Commissioners within the time limited for complying with it
- 5.5 If the Managers do not meet as required by Part II of this Deed in 2 successive calendar years
- 5.6 After the 3rd year of the Term, if in any 2 successive years the accounts of the Charity show that its income is insufficient to meet its outgoings, but only if such deficiency is not attributable to a failure

by the Council to contribute by way of subsidy to the Charity's funds at least a sum equal to that contributed in the last preceding year

7. Notices

Any notice to be given under this Lease shall either be delivered personally or sent by first class recorded delivery post or fax. The address for service of each party and any member of the Management Committee shall be the address stated herein or any other address for service previously notified to the Landlord or (in the absence of any such notification) his last known address. A notice shall be deemed to have been served as follows:-

- 7.1 if personally delivered, at the time of delivery;
- 7.2 if posted, at the expiration of 48 hours after the envelope containing the same was delivered into the custody of the postal authorities; and
- 7.3 if sent by fax at the time of transmission;

In proving such service it shall be sufficient to prove that personal delivery was made, or that the envelope containing such notice was properly addressed and delivered into the Post Office as a prepaid first class recorded delivery letter or that the fax was electronically acknowledged as received as the case may be.

8. Limitation of liability

It is hereby agreed and declared:

- 8.1 no liability shall attach to any person named in this Lease as a Tenant in respect of any breach of the Tenants' obligations or any of them which occur at a time after the term hereby granted has ceased to be vested in such person;
- 8.2 the liability of the Tenants or any member of the Management Committee in respect of any breach of the Tenants' obligations or any of them shall be limited in amount to the realised value of the Management Committee's assets and nothing contained in this Lease shall entitle the Landlord to pursue, exercise or enforce any right or remedy in respect of any such breach against the personal estate, property, effects or assets of any person or persons from time to time comprising the Tenants or being a member of the management committee or against any assets for the time being vested in such person which do not form part of the said assets.
- 8.3 the liability of the Tenant and of the members of the Management Committee to observe and perform the Tenants' obligations and their liability in respect of any breach of the Tenants' obligations or any of them shall be joint only and not several.

9. Planning

Nothing in this Lease or in any consent granted by the Landlord under this Lease shall imply or warrant that the Premises may be used for any purpose whatsoever under the Planning Acts now or from time to time in force (including the Permitted Use) or that the Premises are or will remain otherwise fit for any such use

10. Prescribed Statement

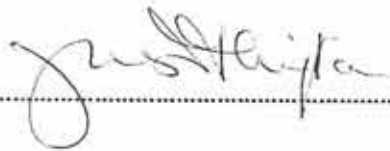
The Property will as a result of this Lease be held by (or in trust for) The New Hall Bawtry a non-exempt charity, and the restrictions on disposition imposed by section 36 of the Charities Act 1993 will apply to the Property (subject to section 36(9) of that Act).

IN WITNESS this Lease has been executed as a Deed and has been delivered upon its dating.

EXECUTED as a deed by the Town Council of Bawtry
acting by its Chairman George Frederick Spencer
and its Vice Chairman Vivienne Mary Wilcox
in the presence of


George Frederick Spencer


Vivienne Mary Wilcox

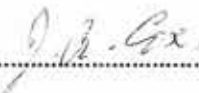


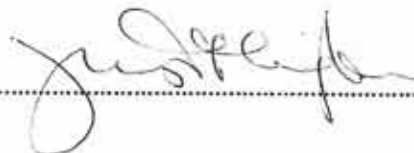
NAME JENNIFER WORTHINGTON

ADDRESS 19 NORWOOD AVENUE, HUCKLEY, DN9 3SA

OCCUPATION CLERK/ISO. BAWTRY TOWN COUNCIL

Signed as a deed on behalf of the charity trustees by
two of their number, under an authority conferred
pursuant to section 333 of the Charities Act 2011 in
the presence of:


Jean Alice Cox




Michael Summers

NAME JENNIFER WORTHINGTON

ADDRESS 19 NORWOOD AV. HUCKLEY DN9 3SA

OCCUPATION CLERK/ISO, BAWTRY TOWN COUNCIL