

Bright +
Sons
3/7/2015

LR1. Date of lease	
LR2. Title number(s)	<p>LR2.1 Landlord's title number(s) Title number(s) out of which this lease is granted. Leave blank if not registered.</p> <p>LR2.2 Other title numbers Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made.</p>
<p>LR3. Parties to this lease Give full names, addresses and company's registered number, if any, of each of the parties. For Scottish companies use a SC prefix and for limited liability partnerships use an OC prefix. For foreign companies give territory in which incorporated.</p>	<p>Landlord</p> <p>ESSEX COUNTY COUNCIL County Hall Chelmsford Essex CM1 1LX</p> <p>Tenant</p> <p>WICKHAM BISHOPS PARISH COUNCIL The Village Hall Church Road Wickham Bishops Witham Essex CM8 3JZ</p> <p>Other parties</p>
<p>LR4. Property Insert a full description of the land being leased or Refer to the clause, schedule or paragraph of a schedule in this lease in which the land being leased is more fully described. Where there is a letting of part of a registered title, a plan must be attached to this lease and any floor levels must be specified.</p>	<p>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.</p> <p>Clause 2.1 refers</p>
<p>LR5. Prescribed statements etc If this lease includes a statement falling within LR5.1, insert under that sub-clause the relevant statement or refer to the clause, schedule or paragraph of a schedule in this lease which contains the statement. In LR5.2, omit or delete those Acts which</p>	<p>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.</p>

do not apply to this lease.	LR5.2 This lease is made under, or by reference to, provisions of: Leasehold Reform Act 1967 Housing Act 1985 Housing Act 1988 Housing Act 1996 <i>None.</i>
LR6. Term for which the Property is leased Include only the appropriate statement (duly completed) from the three options. NOTE: The information you provide, or refer to here, will be used as part of the particulars to identify the lease under rule 6 of the Land Registration Rules 2003.	The term as specified in this lease at Clause 2.3
LR7. Premium Specify the total premium, inclusive of any VAT where payable.	Nil
LR8. Prohibitions or restrictions on disposing of this lease Include whichever of the two statements is appropriate. Do not set out here the wording of the provision.	This lease contains a provision that prohibits or restricts dispositions.
LR9. Rights of acquisition etc Insert the relevant provisions in the sub-clauses or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.	LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land LR9.2 Tenant's covenant to (or offer to) surrender this lease LR9.3 Landlord's contractual rights to acquire this lease <i>None.</i>
LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property Insert the relevant provisions or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.	<i>None.</i>

<p>LR11. Easements Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements.</p>	<p>LR11.1 Easements granted by this lease for the benefit of the Property First Schedule LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property Second Schedule</p>
<p>LR12. Estate rentcharge burdening the Property Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the rentcharge.</p>	<p><i>None.</i></p>
<p>LR13. Application for standard form of restriction Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction use this clause to apply for each of them, tell us who is applying against which title and set out the full text of the restriction you are applying for. Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.</p>	<p>The Parties to this lease apply to enter the following standard form of restriction against the title of the Property <i>or</i></p>
<p>LR14. Declaration of trust where there is more than one person comprising the Tenant</p> <p>If the Tenant is one person, omit or delete all the alternative statements.</p> <p>If the Tenant is more than one person, complete this clause by omitting or deleting all inapplicable alternative statements.</p>	<p>The Tenant is more than one person. They are to hold the Property on trust for themselves as joint tenants. or The Tenant is more than one person. They are to hold the Property on trust for themselves as tenants in common in equal shares. or The Tenant is more than one person. They are to hold the Property on trust Complete as necessary</p>

2.6 "the Planning Acts" means the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazard Substances) Act 1990 the Planning Compensation Act 1991 and all statutes regulations and orders and any statutory extension or modification amendment or re-enactment thereof

3. DEMISE AND RENT

IN consideration of the Rent and of the Tenant's covenants hereinafter contained the Landlord demises to the Tenant the Premises including:

3.1 the internal surfaces of the building erected on the Premises;

3.2 all sewers pipes channels wires cables drains ducts gutters watercourses and all other conducting media which are wholly in or on the Premises or which serve the Premises;

3.3 the external structure and roof and all additions and improvements to the Premises;

3.4 all Landlord's fixtures and fittings of every kind which shall from time to time be in or upon the Premises; **TOGETHER WITH** (but save only to the extent that the Landlord can lawfully grant same) the rights set out in the First Schedule hereto **EXCEPT AND RESERVING** unto the Landlord the rights set out in the Second Schedule hereto (but save only to the extent that the Landlord can lawfully reserve same) **TO HOLD** the Premises unto the Tenant subject to all rights easements

restrictions and covenants affecting the Premises for the Term and paying during the Term the Rent

4. TENANT'S COVENANTS

The Tenant covenants with the Landlord as follows:-

4.1 Rent Outgoings and VAT

4.1.1 The Tenant shall pay during the Term the Rent at the times and in the manner specified in the Lease without any deduction;

4.1.2 The Tenant shall pay all existing and future rates duties assessments impositions and charges (including general and water rates sewerage gas electricity and telephone charges and in each case including standing charges) whether parliamentary parochial local or any outgoings of any other description payable in respect of the Premises

4.2 Nuisance

The Tenant shall not do or permit to be done upon the Premises anything which may be or may become a hindrance nuisance annoyance disturbance inconvenience or cause damage to the Landlord or to the owners of any other adjoining or neighbouring properties in the neighbourhood

4.3 Permitted Use

4.3.1 The Tenant shall not use the Premises otherwise than for the Permitted Use and the Tenant shall be responsible for obtaining all statutory consents and to comply at the Tenant's expense with the Planning Acts and with all statutory provisions relating to the Premises and or to the Permitted Use to include all Health and Safety requirements of any competent authority or body

4.4 Alienation

4.4.1 The Tenant shall not assign charge or transfer the whole or any part of the Premises;

4.4.2 The Tenant shall not sub-let or share the whole of the Premises or any part thereof; and

4.4.3 The tenant shall not allow any person or company to occupy the Premises or any part of it.

4.6 Repairs

4.6.1 The Tenant shall be responsible for keeping the interior and exterior of the Premises in good repair, condition and decorative order at all times to the reasonable satisfaction of the Landlord.

4.8 Defective Premises

The Tenant shall give notice to the Landlord of any defect in the 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 Premises

4.9 Ariels, Notices and Advertisements

The Tenant shall not:-

4.9.1 affix attach or exhibit or permit upon any external part of the Premises any sign notice or advertisements or other notification unless previously approved by the Council,

such consent not to be unreasonably withheld or delayed.

4.9.2 affix any pole mast or wire (whether in connection with telegraphic telephonic radio or television communication or otherwise) without the prior approval of the Landlord (which the Landlord shall have the absolute right to grant or to refuse)

4.10 Indemnity

4.10.1 The Landlord shall not be liable for any injury (including injury resulting in death) or damage to or loss of property which may occur to be sustained by the Tenant its assistants agents or others entering the Premises in the exercise or purported exercise of this Lease except such injury or damage as may occur by reason of the act or omission of the Landlord or agents acting within the scope of their authority and

4.10.2 The Tenant shall indemnify and keep indemnified the Landlord from and against all claims and liability in respect of such injury or damage and all actions proceedings costs damages and expenses and also from and against all other liability claims demands proceedings costs damages and expenses in respect of injury to persons (including injury resulting in death) and damage to or loss of property which may arise out of or in consequence of the exercise or purported exercise of this Lease except as mentioned above

4.11 Public Liability Insurance

4.11.1 The Tenant shall in connection with the indemnity referred to in clause 4.10.1 and in clause 4.10.2 above immediately effect a public liability insurance policy ("the Policy") for a minimum of £10,000,000 (ten million pounds) to include liability assumed under contract in respect of claims arising from any one incident and

unlimited in any one year and to produce the Policy to the Landlord as soon as reasonably practicable and the Tenant shall maintain the Policy at all times during this Lease

4.12 Planning Laws

The Tenant shall perform and observe at the Tenant's expense all the provisions and requirements of all statutes and regulations relating to the Planning Acts and all other statutes regulations and provisions now or from time to time in force throughout this Lease in respect of the Premises and or the Permitted User

4.13 Alterations and Additions

4.13.1 The Tenant shall not make or allow any works alterations improvements or additions to any part of the Premises without first submitting plans, drawings and specifications for approval and without the prior written consent of the Landlord, such consent not to be unreasonably withheld, ^{or delayed} the Tenant to be responsible for obtaining at its own expense any necessary Planning consents

4.14 Buildings Insurance

4.14.1 The Tenant will keep the Premises supplied with such fire fighting equipment as the fire authority may require and or as the Landlord may reasonably require and to maintain such equipment to their satisfaction and in efficient working order and at least once in every twelve months to allow an inspection any fire fighting equipment

4.15 Statutory Notices

4.15.1 The Tenant shall during the Term of the Lease and at the Tenant's expense comply with all statutory and other notices and directions or otherwise which may be

served on the Tenant or on the occupier or the Premises by a competent or other authority to include the Health and Safety Executive and supply copies of the same to the Landlord within 5 days of receipt and at the request of the Landlord to make or join in with the Landlord in respect of any objections or representations against or in respect of any such a notice or direction or order at the ^{reasonable} ~~Tenant's~~ ^{Landlord's} expense

4.15.2 The Tenant will pay to the Landlord all costs charges and expenses including legal costs and fees payable to a surveyor which may be incurred by the Landlord in or in contemplation of any proceedings under s.146 of the Law of Property Act 1925 or any modification or re-enactment of it

4.16 Right of Re-Entry

4.16.1 The Tenant shall permit the Landlord its agents and surveyors to enter the Premises at all reasonable hours in the daytime (upon reasonable notice except in the case of an emergency when no notice need be given) for the purpose of viewing the condition and the Tenant's use of the Premises

4.16.2 The Tenant shall within six weeks after the Landlord or its agents or surveyors has given to the Tenant or left on the Premises a notice in writing of any defects decays or wants of reparation found in accordance with the covenants repair and make good the Premises **PROVIDED THAT** if the Tenant has not within four weeks after service of such notice commenced and proceeded diligently with the execution of such works specified the Landlord or its agents surveyors and workmen may enter the premises and execute such repairs and works and the cost (which shall include but not be limited to all legal costs and surveyors' fees and other expenditure) shall be a debt payable by the Tenant to the Landlord on demand

4.17 Interest on Arrears

4.17.1 If the Tenant fails to pay the Rent or any other sum due under this Lease within 21 days of the due date whether formally demanded or not the Tenant shall pay to the Landlord interest on the Rent or other sum from the date when they were due to the date on which they are paid and such interest shall be deemed to be Rent due to the Landlord

4.17.2 Nothing in the preceding clause shall entitle the Tenant to withhold or delay payment of the Rent or any other sum due under this Lease after the date upon which they fall due or in any way prejudice affect or derogate from the Landlord's rights in relation to such non-payment including (but without prejudice to the generality of the above) under the proviso for re-entry contained in this Lease

4.17.3 In relation to Clause 4.17 the interest payable shall be 4% per year above the base lending rate of Lloyds TSB

4.18 Yield Up

The Tenant shall at the end of the Term or sooner determination, quietly yield up the Premises in accordance with the Tenant's covenants herein contained

5. LANDLORDS COVENANTS

THE Landlord covenants with the Tenant as follows:-

5.1. Quiet enjoyment

PROVIDED THAT the Tenant paying the Rent and observing and performing the Tenant's covenants the Tenant shall peaceably hold and enjoy the Premises

throughout the Term without any interruption by the Landlord or any person rightfully claiming under or in trust for the Landlord

5.2 Buildings Insurance

The Landlord shall shall, in its sole discretion, either insure the Premises with substantial and reputable insurers or self-insure the Premises against the risks of fire, lightning, explosion, earthquake, ^{subsidence, heave} landslip, riot, civil commotion, aircraft, storm, flood, water, impact by vehicles, malicious damage and third party liability ~~sub~~

6. FORFEITURE AND MISCELLANEOUS

6.1 Re-entry

If and whenever during the Term the Rent is in arrears and unpaid for fourteen days (whether formally demanded or not) or if and whenever there shall be any breach or non-performance or non-observance of any of the Tenant's covenants or if the Tenant is a Company enters into liquidation whether compulsory or voluntary (but not if the liquidation is for amalgamation or reconstruction of a solvent Company) or has a receiver appointed or if the Tenant enters into an arrangement for the benefit of its goods or the Tenant has any distress or execution levied against its goods the Landlord or persons duly authorised by the Landlord may at any time and notwithstanding the waiver of any previous right of re-entry re-enter upon the Premises or upon any part of the Premises and the Term shall absolutely cease and determine but without prejudice to any right or remedies which may then have accrued to either of the Parties against the other in respect of any antecedent breach of any of the covenants

6.2 Reinstatement

6.2.1 If the Premises shall be destroyed or, in the Landlord's opinion, badly damaged so as to render the Premises unfit for occupation the Landlord shall not be obliged to reinstate the Premises and may by notice in writing to the Tenant determine this Lease but without prejudice to any claim of either party against the other in respect of any antecedent breach of covenant and on such determination the Landlord will be solely entitled to all the insurance monies if applicable.

6.3 Damage

The Landlord shall not be responsible to the Tenant or the Tenant's licensees servants agents sub-Tenants or other persons in the Premises or calling upon the Tenant for any accident happening or injury suffered or damage to or loss of any chattel or property sustained on the Premises

6.4 Exclusion of Warranty as to use

Nothing in this Lease shall imply or warrant that the Premises may lawfully be used under the Planning Acts for the purposes of the Permitted Use

6.5 Exclusion of Sections 24-28 of the Landlord & Tenant Act 1954

6.5.1 The parties confirm that:

- (a) the Landlord has served a notice on the Tenant, as required by section 38A(3)(a) of the Landlord & Tenant Act 1954 ("the Act"), applying to the tenancy created by this lease, before this lease was entered into;
- (b) the Tenant has made a declaration or statutory declaration in accordance with section 38A(3)(b) of the Act; and

(c) there is no agreement for lease to which this lease give effect.

6.5.2 The parties agree that the provisions of sections 24 to 28 of the Act are excluded in relation to the tenancy created by this lease.

6.6 Mutual Break Clause

Either the Landlord or the Tenant may determine this Lease on the third or fifth anniversary of the Lease start date by giving not less than six months' prior written notice to the other party to end on the third or fifth anniversary date and on the expiration of such notice this Lease shall determine but without prejudice to any remedies claims and rights of action by either party against the other in respect of any antecedent claim for breach non-performance non-observance or non-fulfilment of any of the covenants stipulations and conditions of this Lease.

6.7 Arbitration

6.7.1 If a dispute or difference arises between the Parties as to the construction of this Lease the rights duties or obligations of the Parties under this Lease or any other matter concerning this Lease (except where the same shall relate to forfeiture of this Lease or relief from forfeiture or matters related to it or where the means of resolving such dispute is expressly referred to in this Lease) it shall be referred to arbitration and the arbitration shall be conducted in accordance with the Arbitration Act 1996

6.7.2 The Arbitrator shall be appointed either by agreement between the Parties or in default of agreement, within fourteen days of one of the Parties giving notice to the other of its nomination(s) by the President for the time being of the Law Society upon the application of either of the Parties

The reference to the President shall include the duly appointed deputy of the President or any other person authorised by the President to make appointments on his/her behalf

6.8 Agreement for Lease

IT is certified that there is no Agreement for Lease (within the meaning of Section 240 of the Finance Act 1994) to which this Lease gives effect

6.9 Legal Costs on this Lease

IT IS AGREED that the Tenant shall be responsible for the payment of the Landlord's legal and surveyor's fees in relation to the grant of this Lease

6.10 New Lease

IT is certified that this is a new Lease for the purposes Section 1 of the Landlord and Tenant (Covenants) Act 1995

6.11 Alternative Accommodation

The Landlord does not undertake to provide the Tenant with any alternative accommodation at any time on the determination of this Lease

6.12 Rights and Easements

The operation of the Law of Property Act 1925 section 62 is excluded from this Lease. The only rights granted to the Tenant are those expressly set out in this

Lease and the Tenant is not to be entitled to any other rights affecting any adjoining property of the Landlord

IN WITNESS whereof the Landlord has affixed its Common Seal and the Tenant has signed in the presence of the persons mentioned below as their deed the day and year first before written

THE FIRST SCHEDULE (Rights Granted)

The right to the free and uninterrupted passage and running of water gas electricity and soil and all other services from or to the Premises through the pipes cables wires sewers and drains and watercourses or through any other conducting media as are now existing in under or upon the Landlord's adjoining or neighbouring Premises;

All easements quasi easements and similar rights as now enjoyed by the Premises from the adjoining or neighbouring premises of the Landlord or by any other adjoining or neighbouring premises;

A right of way with or without vehicles across Wickham Bishops Library car park for the purpose of delivery and collection of goods to the Premises, any deliveries or collections to take place outside of library opening hours to minimise disruption to the library service.

THE SECOND SCHEDULE (Rights Reserved)

The right to the free and uninterrupted passage and running of water gas electricity and soil and all other services from or to the Landlord's adjoining or neighbouring

premises through the pipes cables wires sewers and drains and watercourses or through any other conducting media as are now existing in under or upon the Premises;

All easements quasi easements and similar rights as now enjoyed by the adjoining or neighbouring premises of the Landlord or by any other adjoining or neighbouring premises.

EXECUTED as a DEED by affixing)
the COMMON SEAL of ESSEX)
COUNTY COUNCIL in the)
presence of:-)

EXECUTED as a DEED by The)
WICKHAM BISHOPS PARISH)
COUNCIL in the presence of:-)

DATED

2015

ESSEX COUNTY COUNCIL

and

WICKHAM BISHOPS PARISH COUNCIL

(COUNTERPART) LEASE

of The Air Raid Shelter, Wickham Bishops Library, Wickham Bishops, Essex

ESSEX LEGAL SERVICES

Seax House, Victoria Road South,

Chelmsford, Essex CM1 1QH

Ref: AT/BSFM/741