

DATED 9 FEBRUARY 2017

**THE WARDEN AND SCHOLARS OF THE HOUSE OR COLLEGE OF SCHOLARS
OF MERTON IN THE UNIVERSITY OF OXFORD (1)**

and

TUR LANGTON PARISH COUNCIL (2)

LEASE

Relating to

Tur Langton Village Hall

PRESCRIBED CLAUSES

LR1. Date of lease 9 FEBRUARY 2017

LR2. Title number(s)

LR2.1 Landlord's title number(s)

LT390477

LR2.2 Other title numbers

None

LR3. Parties to this Lease

Landlord

The Warden and Scholars of the House or College of Scholars of Merton in the University of Oxford, Merton College, Oxford, OX1 4JD

Tenant

Tur Langton Parish Council whose clerk is Alison Gibson of 56 Naseby Way, Great Glen, Leicester. LE8 9GS

Other parties

None

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.

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 land transferred is held by The Warden and Scholars of the House or College of Scholars of Merton in the University of Oxford, a non-exempt charity, but this transfer is one falling within paragraph (a) of section 117(3) of the Charities Act 2011

The Warden and Scholars of the House or College of Scholars of Merton in the University of Oxford certify it has power under its trusts to effect this disposition and that they have complied with the provisions of sections 117-121 of the Charities Act 2011 so far as applicable to this disposition.

The land demised will, as a result of this lease be held by a non-exempt charity, and the restrictions on disposition imposed by sections 117 to 121 of the Charities Act 2011 will apply to the land (subject to section 117(3) of that Act).

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

None

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

The easements as specified in clause 4 of this Lease.

LR12. Estate rentcharge burdening the Property

None.

LR13. Application for standard form of restriction

No disposition by the proprietor of the registered estate to which section 117 or section 124 of the Charities Act 2011 applies is to be registered unless the instrument contains a certificate complying with section 122(3) or section 125(2) of that Act as appropriate.

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

N/A

THIS LEASE is made the 9th day of FEBRUARY 2017

BETWEEN

- (1) **THE WARDEN AND SCHOLARS OF THE HOUSE OR COLLEGE OF SCHOLARS OF MERTON IN THE UNIVERSITY OF OXFORD** of Merton College, Oxford, OX1 4JD ("the Landlord") and
- (2) **TUR LANGTON PARISH COUNCIL** whose clerk is Alison Gibson of 56 Naseby Way, Great Glen, Leicester. LE8 9GS as custodian trustee for the Charity ("the Tenant").

NOW THIS LEASE WITNESSES as follows:

1. INTERPRETATION The following definitions and rules of interpretation apply in this Lease.

1.1 Definitions:

"Act of Insolvency" means

- (a) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant or any guarantor; or
- (b) the making of an application for an administration order or the making of an administration order in relation to the Tenant or any guarantor; or
- (c) the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to the Tenant or any guarantor; or
- (d) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant or any guarantor; or
- (e) the commencement of a voluntary winding-up in respect of the Tenant or any guarantor, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies; or
- (f) the making of a petition for a winding-up order or a winding-up order in respect of the Tenant or any guarantor; or
- (g) the striking-off of the Tenant or any guarantor from the Register of Companies or the making of an application for the Tenant or any guarantor to be struck-off; or
- (h) the Tenant or any guarantor otherwise ceasing to exist (but excluding where the Tenant or any guarantor dies); or

- (i) the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant or any guarantor.

The paragraphs above shall apply in relation to a partnership or limited partnership (as defined in the Partnership Act 1890 and the Limited Partnerships Act 1907 respectively) subject to the modifications referred to in the Insolvent Partnerships Order 1994 (57 1994/2421) (as amended), and a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000) subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (SI 2001/1090) (as amended).

Act of Insolvency includes any analogous proceedings or events that may be taken pursuant to the legislation of another jurisdiction in relation to a tenant or guarantor incorporated or domiciled in such relevant jurisdiction.

"Annual Rent" means rent at an initial rate of £500 per annum and then as revised pursuant to this Lease.

"Base Rent" means rent of £500 per annum.

"Base RPI Month" means November.

"Break Date" means 9 February 2020 being the 3rd anniversary of this Lease

"Break Notice" means written notice to terminate this lease on the Break Date specifying the Break Date.

"Charity" means Tur Langton Village Hall, an unincorporated trust registered charity number 521516.

"Charity Trustees" means the charity trustees of the Charity.

"Contractual Term" means a term of twenty-one years beginning on, and including 9 February 2017 and ending on, and including 8 February 2038.

"CDM Regulations" means the Construction (Design and Management) Regulations 2015 (SI 2015 No. 51).

"Default Interest Rate" means 4 % per annum above the Interest Rate.

"Design Brief" means the design brief attached to this Lease, prepared by the Tenant and approved by the Landlord which will form the basis for the Works.

"Energy Assessor" means an individual who is a member of an accreditation scheme approved by the Secretary of State in accordance with regulation 22 of the Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118) or regulation 30 of the Building Regulations 2010 (SI 2010/2214).

"Energy Performance Certificate" means a certificate as defined in regulation 2(1) of the Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118).

"Insured Risks" means fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion, and damage by malicious persons and vandals, the loss of rent payable under this lease from time to time for such period not exceeding three years and any other risks against which the Landlord decides to insure against from time to time and "Insured Risk" means any one of the Insured Risks.

"Interest Rate" means the base rate from time to time of Barclays Bank Plc, or if that base rate stops being used or published then a comparable commercial rate reasonably determined by the Landlord.

"Landlord's Neighbouring Property" means each and every part of the adjoining and neighbouring property in which the Landlord has an interest in from time to time.

"LTA 1954" means Landlord and Tenant Act 1954.

"Permitted Use" means use as a village hall for the use by the community of Tur Langton.

"Property" means the land and building known as the Tur Langton Village Hall and shown red on the attached plan.

"Recommendation Report" means a report as defined in regulation 4 of the Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118).

"Rent Commencement Date" means the date on which the Tenant has completed the Works to the Landlord's satisfaction or three years after the date of this Lease whichever is the earlier.

"Rent Payment Date" means the Rent Commencement Date and each anniversary of such date.

"Requisite Consents" means building regulation consents, by-law approvals, and any other consents, licences and authorisations required from any competent authority, statutory undertaker or person for the carrying out of the Works.

"Reservations" means all of the rights excepted, reserved and granted to the Landlord by this Lease.

"Review Date" means 9 February 2022 being the 5th anniversary of this Lease.

"RPI" means the Retail Prices Index or any official index replacing it.

"Service Media" means all media for the supply or removal of heat, electricity, gas, water, sewage, air conditioning energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

"Trust Deed" means the Declaration of Trust dated 15th December 1971 made by the Tenant.

Merton College
Oxford. OX1 4JD
Tel: 01865 276 356 Fax: 01865 286493



Tur Langton Village Hall

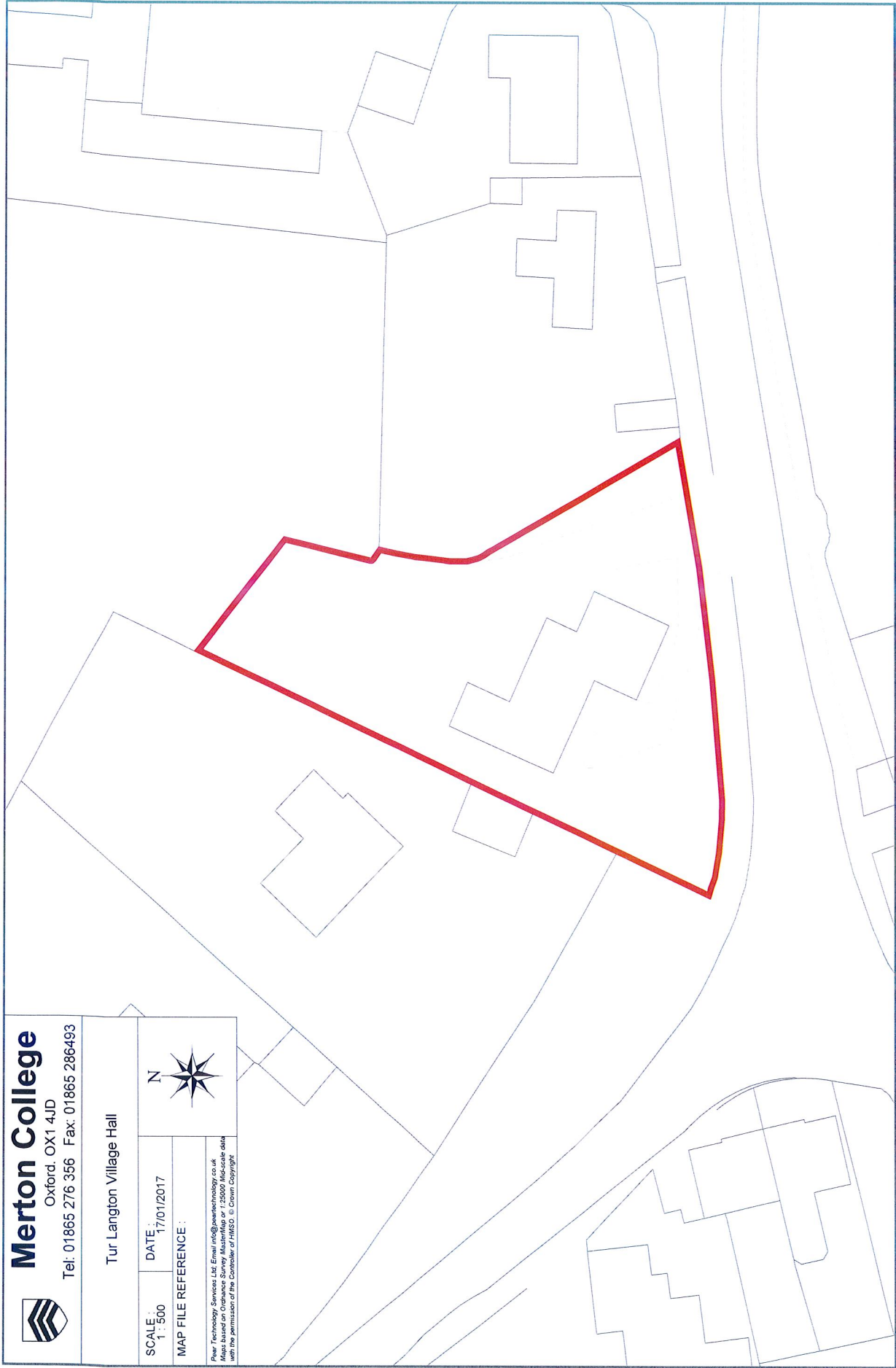


SCALE: 1:500

DATE: 17/01/2017

MAP FILE REFERENCE:

Peer Technology Services Ltd. Email: info@peertechtechnology.co.uk
Maps based on Ordnance Survey MasterMap or 1:25000 Mid-scale data
with the permission of the Controller of HMSO. © Crown Copyright.



"VAT" means value added tax chargeable under the VATA 1994 and any similar replacement tax and any similar additional tax.

"VATA 1994" means Value Added Tax Act 1994.

"Works" means the Tenant's works to be set out in a specification document(s) prepared by reference to the Design Brief by the Tenant as soon as possible after the date of this Lease and agreed in advance by the Landlord exercising its reasonable discretion.

- 1.2 A reference to this "lease", except a reference to the date of this Lease or to the grant of the lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.
- 1.3 A reference to the "Landlord" includes a reference to the person entitled to the immediate reversion to this Lease. A reference to the "Tenant" includes a reference to its successors in title and assigns. A reference to a "guarantor" is to any guarantor of the tenant covenants of this Lease including a guarantor who has entered into an authorised guarantee agreement.
- 1.4 In relation to any payment, a reference to a "fair proportion" is to a fair proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord.
- 1.5 The expressions "landlord covenant" and "tenant covenant" each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
- 1.6 Unless the context otherwise requires, a reference to the "Property" is to the whole and any part of it.
- 1.7 A reference to the "term" is to the Contractual Term.
- 1.8 A reference to the "end of the term" is to the end of the term however it ends.
- 1.9 References to the "consent" of the Landlord are to the consent of the Landlord given in accordance with clause 32.5 and references to the "approval" of the Landlord are to the approval of the Landlord given in accordance with clause 32.6.
- 1.10 A "working day" is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.11 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.12 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate

legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.

- 1.13 Any obligation on the Tenant not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person over whom the Tenant has authority.
- 1.14 Unless the context otherwise requires, any words following the terms "including", "include", "in particular", "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.15 A "person" includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.16 A reference to "writing" or "written" does not include fax and e-mail.
- 1.17 Unless the context otherwise requires, references to clauses and Schedules are to the clauses and Schedules of this Lease and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.18 Clause, Schedule and paragraph headings shall not affect the interpretation of this Lease.
- 1.19 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.20 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.21 The Tenant hereby declares itself custodian trustee of the Charity and will accordingly hold the Property in trust for the Charity on the trusts declared by the Trust Deed. The Tenant enters into this Lease as the agent of and attorney for the Charity and the Charity Trustees and accordingly:
- 1.2.1 any enforceable covenant, agreement or condition contained in this Lease shall be enforceable by or against the Charity Trustees as if the Property was vested in them; and
- 1.2.2 any reference to the Tenant shall, where appropriate, include also reference to the Charity and the Charity Trustees;

2. GRANT

- 2.1 The Landlord lets the Property to the Tenant for the Contractual Term.
- 2.2 The grant is made excepting and reserving to the Landlord the rights set out in clause 4.
- 2.3 The grant is made with the Tenant paying the following as rent to the Landlord:

2.3.1 the Annual Rent and all VAT in respect of it;

2.3.2 all interest payable under this Lease; and

2.3.3 all other sums due under this Lease.

3. ANCILLARY RIGHTS

3.1 Neither the grant of this Lease nor anything in it confers any right over neighbouring property nor is to be taken to show that the Tenant may have any right over neighbouring property, and section 62 of the LPA 1925 does not apply to this Lease.

4. RIGHTS EXCEPTED AND RESERVED

4.1 The following rights are excepted and reserved from this Lease to the Landlord for the benefit of the Landlord's Neighbouring Property and to the extent possible for the benefit of any neighbouring or adjoining property in which the Landlord acquires an interest during the term:

4.1.1 rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the term;

4.1.2 the right to use and to connect into Service Media at the Property which are in existence at the date of this Lease or which are installed or constructed during the Contractual Term;

4.1.3 at any time during the term, the full and free right to develop the Landlord's Neighbouring Property as the Landlord may think fit;

4.1.4 the right to erect scaffolding at the Property and attach it to any building or structure on the Property in connection with any of the Reservations;

4.1.5 the right to build on or into any boundary wall of the Property in connection with any of the Reservations; and

4.1.6 the right to re-route any Service Media at or serving the Property or re-route any means of access to or egress from the Property;

notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them result in a reduction in the flow of light or air to the Property or loss of amenity for the Property provided that they do not materially affect the use and enjoyment of the Property for the Permitted Use.

4.2 The Landlord reserves the right to enter the Property:

4.2.1 to repair, maintain or replace any Service Media or structure relating to any of the Reservations; and

4.2.2 for any other purpose mentioned in or connected with:

4.2.2.1 this Lease;

4.2.2.2 the Reservations; and

4.2.2.3 the Landlord's interest in the Property.

4.3 The Reservations may be exercised by the Landlord and by anyone else who is or becomes entitled to exercise them, and by anyone authorised by the Landlord.

4.4 The Tenant shall allow all those entitled to exercise any right to enter the Property, to do so with their workers, contractors, agents and professional advisors, and to enter the Property at any reasonable time (whether or not during usual business hours) and, except in the case of an emergency, after having given reasonable notice (which need not be in writing) to the Tenant.

4.5 No party exercising any of the Reservations, nor its workers, contractors, agents and professional advisors, shall be liable to the Tenant or to any undertenant or other occupier of or person at the Property for any loss, damage, injury, nuisance or inconvenience arising by reason of its exercising any of those Reservations except for:

4.5.1 physical damage to the Property; or

4.5.2 any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.

5. THE ANNUAL RENT

5.1 The Tenant shall pay the Annual Rent and any VAT in respect of it in advance on or before the Rent Payment Date. The payment shall be made by banker's standing order or by any other method that the Landlord requires at any time by giving notice to the Tenant.

5.2 The first instalment of the Annual Rent and any VAT in respect of it shall be made on the Rent Commencement Date and shall be the proportion, calculated on a daily basis, in respect of the period from the Rent Commencement Date until the day before the next Rent Payment Date.

6. REVIEW OF THE ANNUAL RENT

6.1 In this clause the "President" is the President for the time being of the Royal Institution of Chartered Surveyors or a person acting on his behalf, and the "Surveyor" is the independent valuer appointed pursuant to clause 6.10.

6.2 The Annual Rent shall be reviewed on each Review Date to equal the Annual Rent payable immediately before that Review Date (or which would then be payable but for any abatement

or suspension of the Annual Rent or restriction on the right to collect it) or, if greater, the indexed rent determined pursuant to this clause.

- 6.3 The indexed rent for a Review Date shall be determined by multiplying the Base Rent by the All Items index value of the RPI for the month two months before the month in which that Review Date falls, then dividing the product by the All Items index value of the RPI for the Base RPI Month.
- 6.4 The Landlord shall calculate the indexed rent as soon as reasonably practicable and shall give the Tenant written notice of the indexed rent as soon as it has been calculated.
- 6.5 If the revised Annual Rent has not been calculated by the Landlord and notified to the Tenant at least five working days before a Review Date, the Annual Rent payable from that Review Date shall continue at the rate payable immediately before that Review Date. No later than five working days after the revised Annual Rent is notified by the Landlord to the Tenant, the Tenant shall pay:
- 6.5.1 the shortfall (if any) between the amount that it has paid for the period from the Review Date until the Rent Payment Date following the date of notification of the revised Annual Rent and the amount that would have been payable had the revised Annual Rent been notified on or before that Review Date; and
- 6.5.2 interest at the Interest Rate on that shortfall calculated on a daily basis by reference to the Rent Payment Date on which parts of the shortfall would have been payable if the revised Annual Rent had been notified on or before that Review Date and the date payment is received by the Landlord.
- 6.6 Time shall not be of the essence for the purposes of this clause.
- 6.7 Subject to clause 6.8, if there is any change to the methods used to compile the RPI, including any change to the items from which the All Items index of the RPI is compiled, or if the reference base used to compile the RPI changes, the calculation of the indexed rent shall be made taking into account the effect of this change.
- 6.8 The Landlord and the Tenant shall endeavour, within a reasonable time, to agree an alternative mechanism for setting the Annual Rent if either:
- 6.8.1 the Landlord or the Tenant reasonably believes that any change referred to in clause 6.7 would fundamentally alter the calculation of the indexed rent in accordance with this clause 6, and has given notice to the other party of this belief; or
- 6.8.2 it becomes impossible or impracticable to calculate the indexed rent in accordance with this clause 6.

This alternative mechanism may (where reasonable) include, or consist of, substituting an alternative index for the RPI. In default of agreement between the Landlord and the Tenant on an alternative mechanism for setting the Annual Rent, the Surveyor shall determine an alternative mechanism.

6.9 The Surveyor shall determine a question, dispute or disagreement that arises between the parties in the following circumstances:

6.9.1 where any question or dispute arises between the parties as to the amount of the Annual Rent payable or as to the interpretation, application or effect of any part of this clause; or

6.9.2 where the Landlord and the Tenant fail to reach agreement under clause 6.8.

The Surveyor shall have full power to determine the question, dispute or disagreement. When determining such a question, dispute or disagreement, the Surveyor may, if he considers it appropriate, specify that an alternative mechanism for setting the Annual Rent should apply to this Lease, and this includes (but is not limited to) substituting an alternative index for the RPI.

6.10 The Surveyor shall be an independent valuer who is a Member or Fellow of the Royal Institution of Chartered Surveyors. The Landlord and the Tenant may, by agreement, appoint the Surveyor at any time before either of them applies to the President for the Surveyor to be appointed.

6.11 The Surveyor shall act as an expert and not as an arbitrator. The Surveyor's decision shall be given in writing and the Surveyor shall provide reasons for any determination. The Surveyor's written decision on the matters referred to him shall be final and binding in the absence of manifest error or fraud.

6.12 The Surveyor shall give the Landlord and the Tenant an opportunity to make written representations to the Surveyor and to make written counter-representations commenting on the representations of the other party to the Surveyor. The parties will provide (or procure that others provide) the Surveyor with such assistance and documents as the Surveyor reasonably requires for the purpose of reaching a decision.

6.13 Either the Landlord or the Tenant may apply to the President to discharge the Surveyor if the Surveyor:

6.13.1 dies;

6.13.2 becomes unwilling or incapable of acting; or

6.13.3 unreasonably delays in making any determination.

Clause 6.10 shall then apply in relation to the appointment of a replacement.

6.14 The fees and expenses of the Surveyor and the cost of the Surveyor's appointment and any counsel's fees, or other fees, reasonably incurred by the Surveyor shall be payable by the Landlord and the Tenant in the proportions that the Surveyor directs (or if the Surveyor makes no direction, then equally). If the Tenant does not pay its part of the Surveyor's fees and expenses within ten working days after demand by the Surveyor, the Landlord may pay that part and the amount it pays shall be a debt of the Tenant due and payable on demand to the Landlord. The Landlord and the Tenant shall otherwise each bear their own costs in connection with the rent review.

7. INSURANCE

7.1 The Tenant shall effect and maintain insurance of the Property (with reputable insurers) at its own costs in the ~~joint names of the Landlord and the Tenant~~. Such insurance shall be against loss or damage by any of the Insured Risks for the sum which the Landlord reasonably considers to be its full reinstatement cost (taking inflation of building costs into account).

VB
HEWTONS
UP

7.2 In relation to any insurance effected by the Tenant under this clause 7:

7.2.1 The Tenant shall, at the request of the Landlord, supply the Landlord with:

7.2.1.1 a copy of the current insurance policy and schedule;

7.2.1.2 a copy of the application form for the policy; and

7.2.1.3 a copy of the receipt for the current year's premium.

7.2.2 notify the Landlord of any change in the scope, level or terms of cover as soon as reasonably practicable after the Tenant has become aware of the change;

7.2.3 if requested by the Landlord in writing, use reasonable endeavours to procure that the interest of any Landlord's mortgagee is noted on the insurance policy, either by way of a general noting of mortgagees' interests under the conditions of the insurance policy, or specifically.

7.3 The Tenant shall inform the Landlord and inform the insurer of the Property as soon as reasonably practicable that it becomes aware of:

7.3.1 any matter which occurs in relation to the Tenant or the Property that any insurer or underwriter may treat as material in deciding whether or on what terms, to insure or continue insuring the Property;

7.3.2 any damage or loss that relates to the Property; and

7.3.3 any other event occurs which might affect any insurance policy relating to the Property.

⊗ name of the Tur Langton Village Hall Committee with the interests of the Landlord and Tenant noted on the 13 insurance policy.

7.4 If any part of the Property is damaged by an Insured Risk and is unfit for occupation and use and the policy or policies of insurance have not been vitiated or payment refused in whole or in part as a result of some act or default of the Tenant then (subject to clause 7.11) a fair proportion of the Annual Rent shall be suspended until the Property is fit for occupation and use or if earlier until the monies received by the Tenant in respect of loss of rent insurance shall have been exhausted and any dispute regarding the suspension of rent shall be referred for determination, to an independent surveyor who is a Member or Fellow of the Royal Institution of Chartered Surveyors and who shall act as an expert.

7.5

7.5.1 If the Property is damaged by any of the Insured Risks then (subject to clause 7.11) unless payment of the insurance monies shall be refused in whole or in part by reason of any act or default of the Tenant or anyone under its control and the Tenant does not comply with clause 7.5.2 hereof the Tenant will apply promptly for any planning or other permission necessary for rebuilding or reinstating the Property and promptly upon receipt of all such permissions will lay out the net proceeds of such insurance in reinstating the Property making up any shortfall out of its own monies

7.5.2 If the payment of any insurance monies is refused as aforesaid the Tenant will pay to the Landlord on demand with interest the amount so refused

7.6 The Tenant need not rebuild or reinstate the Property if and for so long as rebuilding or reinstatement is prevented because:

7.6.1 the Tenant, despite using its best endeavours, cannot obtain any necessary permission,

7.6.2 there is some defect or deficiency in the site on which the rebuilding or reinstatement is to take place that means it can only be undertaken at a cost that is unreasonable in all the circumstances,

7.6.3 the Tenant is unable to obtain access to the site to rebuild or reinstate, or

7.6.4 the rebuilding or reinstating is prevented by war, act of God, government action, strike or lock-out, or because of the occurrence of any other circumstances beyond the Tenant's control.

7.7 The Tenant will not do anything which may prejudice any policy of insurance for the time being in force in respect of any part of the Property or which may result in such insurance becoming void or voidable or the rate of premium under such insurances being increased and the Tenant will at all times comply with all requirements of the insurers of the Property

- 7.8 In the event that the Landlord or the Tenant shall determine the Contractual Term pursuant to clause 7.11 to execute all such deeds sign all such documents and do all such things as may be required to enable the proceeds of the insurance to be paid to the Landlord absolutely and in the event that any such monies shall be or shall have been paid to the Tenant to remit the same to the Landlord forthwith
- 7.9 The Tenant will keep the Property supplied with such fire-fighting equipment as the insurers of the Property and the competent fire authority may require or as the Landlord may reasonably require and maintain such equipment to the satisfaction of all such persons
- 7.10 The Tenant will not store inflammable or explosive substances or goods at the Property or obstruct the access to any fire equipment or the means of escape from or over the Property and in the event of anything happening which might affect any insurance policy relating to the Property forthwith to give notice to the Landlord
- 7.11 Notwithstanding anything herein contained in the event of the Property being either destroyed or damaged so as to necessitate a major rebuilding or reconstruction of the Property during the Contractual Term by reason of any of the Insured Risks and the Property has not been reinstated so as to be fit for occupation and use within three years of damage or destruction the Landlord may at any time give fourteen days' notice in writing to the Tenant determining the Contractual Term and with effect from the date of service on the Tenant of such a notice the Tenant shall (if hereunder but for such notice he would be bound to reinstate the Property) cease to be so bound and the Tenant shall not in any case be entitled (without the written consent of the Landlord) to reinstate the Property and upon the expiration of such a notice the term hereby created shall cease and determine but any such determination shall be subject to the Landlord's rights to recover any rent payable at the time of determination and damages in respect of any then subsisting breaches of covenant.
- 7.12 The Tenant shall maintain adequate insurance to a minimum of £5,000,000 (five million pounds) against public liability and other third party liability in connection with any injury, loss or damage to any persons or property arising out of the Tenant's (or any of their workers, contractors and agents) use of the Property or carrying out of the Works and will upon the Landlord's request provide evidence of such insurance (but not more than once a year).
8. RATES AND TAXES
- 8.1 The Tenant shall pay all present and future rates, taxes and other impositions and outgoings payable in respect of the Property, its use and any works carried out there, other than:
- 8.1.1 any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this Lease; or
- 8.1.2 any taxes, other than VAT and insurance premium tax, payable by the Landlord by reason of the receipt of any of the rents due under this Lease.

8.2 The Tenant shall not make any proposal to alter the rateable value of the Property or that value as it appears on any draft rating list, without the approval of the Landlord.

9. UTILITIES

9.1 The Tenant shall pay all costs in connection with the supply and removal of electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the Property.

9.2 The Tenant shall comply with all laws and with any recommendations of the relevant suppliers relating to the use of those services and utilities.

10. VAT

10.1 All sums payable by the Tenant are exclusive of any VAT that may be chargeable. The Tenant shall pay VAT in respect of all taxable supplies made to it in connection with this Lease on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.

10.2 Every obligation on the Tenant, under or in connection with this Lease, to pay the Landlord or any other person any sum by way of a refund or indemnity, shall include an obligation to pay an amount equal to any VAT incurred on that sum by the Landlord or other person, except to the extent that the Landlord or other person obtains credit for such VAT under the Value Added Tax Act 1994.

11. DEFAULT INTEREST AND INTEREST

11.1 If any Annual Rent or any other money payable under this Lease has not been paid by the date it is due, whether it has been formally demanded or not, the Tenant shall pay the Landlord interest on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on a daily basis for the period from the due date to and including the date of payment.

11.2 If the Landlord does not demand or accept any Annual Rent or other money due or tendered under this Lease because the Landlord reasonably believes that the Tenant is in breach of any of the tenant covenants of this Lease, then the Tenant shall, when that amount is accepted by the Landlord, also pay interest at the Interest Rate on that amount for the period from the date the amount (or each part of it) became due until the date it is accepted by the Landlord.

12. COSTS

12.1 The Tenant shall pay the costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses incurred (both during and after the end of the term) in connection with or in contemplation of any of the following:

- 12.1.1 the enforcement of the tenant covenants of this Lease;
 - 12.1.2 serving any notice in connection with this Lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of those sections, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court;
 - 12.1.3 serving any notice in connection with this Lease under section 17 of the Landlord and Tenant (Covenants) Act 1995;
 - 12.1.4 the preparation and service of a schedule of dilapidations in connection with this Lease; or
 - 12.1.5 any consent or approval applied for under this Lease, whether or not it is granted.
- 12.2 Where the Tenant is obliged to pay or indemnify the Landlord against any solicitors' or other professionals' costs and expenses (whether under this or any other clause of this Lease) that obligation extends to those costs and expenses assessed on a full indemnity basis.
13. SET-OFF
- The Annual Rent and all other amounts due under this Lease shall be paid by the Tenant or any guarantor (as the case may be) in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
14. REGISTRATION OF THIS LEASE
- 14.1 Promptly following the grant of this Lease, the Tenant shall apply to register this Lease at the Land Registry. The Tenant shall ensure that any requisitions raised by the Land Registry in connection with that application are dealt with promptly and properly. Within one month after completion of the registration, the Tenant shall send the Landlord official copies of its title.
15. PROHIBITION OF OTHER DEALINGS
- 15.1 The Tenant shall not assign, underlet, charge, part with or share possession or share occupation of this Lease or the Property or hold the lease on trust for any person (except pending registration of a dealing permitted by this Lease at the Land Registry or by reason only of joint legal ownership) PROVIDED THAT:
- 15.1.1 if the Tenant ceases to be the custodian trustee of the Charity it may assign this Lease to any person or persons appointed by the Charity to be a custodian or holding trustee. Notice of such an assignment and a certified copy of the relevant assignment must be given to the Landlord within 21 days;
 - 15.1.2 the Charity is permitted to provide to third parties facilities for the use of any part of the Property (whether by way of hire, occupational licence or otherwise) for purposes consistent with the Permitted Use provided that no relationship of landlord and tenant is thereby created;

15.1.3 the Charity may vest its interest in the Property and this Lease in the Official Custodian for Charities; and

15.1.4 the Charity may assign its interest in the Property and this Lease to any charitable corporate body resulting from the incorporation of the Charity provided that the Charity will procure that such charitable corporate body on or prior to such assignment enters into a direct covenant with the Landlord to observe and perform the terms and conditions of this Lease.

16. 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 the Land Registry in connection with that application are dealt with promptly and properly; the Tenant shall keep the Landlord informed of the progress and completion of its application.

17. REPAIRS

17.1 The Tenant shall put and keep the Property clean and tidy and in good repair and as part of doing so, shall carry out the Works.

17.2 The Tenant hereby covenants as set out in Part ¹2 of Schedule 1.

17.3 The Tenant will carry out the Works subject to the conditions specified in Part ²3 of Schedule 1.

v B
revisions
LLP

18. ALTERATIONS

18.1 Save for in connection with the Works, the Tenant shall not:

18.1.1 make any alteration or addition to the Property without the Landlord's consent, such consent not to be unreasonably withheld;

18.1.2 make any opening in any boundary structure of the Property;

18.1.3 install any Service Media on the exterior of the Property nor alter the route of any Service Media at the Property without the consent of the Landlord, such consent not to be unreasonably withheld;

18.1.4 make any internal, non-structural alteration to the Property without the consent of the Landlord, such consent not to be unreasonably withheld;

18.1.5 carry out any alteration to the Property which would, or may reasonably be expected to, have an adverse effect on the asset rating in any Energy Performance Certificate commissioned in respect of the Property.

19. SIGNS

- 19.1 In this clause "Signs" include signs, fascia, placards, boards, posters and advertisements.
- 19.2 Save for in connection with the Works, the Tenant shall not attach any Signs to the exterior of the Property or display any inside the Property so as to be seen from the outside, without the consent of the Landlord provided that the Landlord's consent will not be required for the Tenant exhibiting any Sign where either:
- 19.2.1 it is not visible from the outside of the Premises or
- 19.2.2 the Tenant will remove it within a period not exceeding fifty six days from the date it first exhibited it
- 19.3 Before the end of the term, the Tenant shall remove any Signs placed by it at the Property and shall make good any damage caused to the Property by that removal.
- 19.4 The Tenant shall allow the Landlord to fix to and keep at the Property any sale or re- letting board as the Landlord reasonably requires.

20. RETURNING THE PROPERTY TO THE LANDLORD

- 20.1 At the end of the term the Tenant shall return the Property to the Landlord in the state of repair required by this Lease.

21. USE

- 21.1 The Tenant shall not use the Property for any purpose other than the Permitted Use.
- 21.2 The Tenant shall not use the Property for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Landlord, its other tenants or any other owner or occupier of neighbouring property.
- 21.3 The Tenant shall not overload any structural part of the Property nor any machinery or equipment at the Property nor any Service Media at or serving the Property.

22. COMPLIANCE WITH LAWS

- 22.1 The Tenant shall comply with all laws relating to:
- 22.1.1 the Property and the occupation and use of the Property by the Tenant;
- 22.1.2 the use or operation of all Service Media and machinery and equipment at or serving the Property whether or not used or operated, and shall, where necessary, replace or convert such Service Media within or exclusively serving the Property so that it is capable of lawful use or operation;

- 22.1.3 any works carried out at the Property including the Works; and
- 22.1.4 all materials kept at or disposed from the Property.
- 22.2 Without prejudice to any obligation on the Tenant to obtain any consent or approval under this Lease, the Tenant shall carry out all works that are required under any law to be carried out at the Property whether by the owner or the occupier.
- 22.3 Within five working days after receipt of any notice or other communication affecting the Property (and whether or not served pursuant to any law) the Tenant shall:
 - 22.3.1 send a copy of the relevant document to the Landlord; and
 - 22.3.2 take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may require.
- 22.4 Save for in connection with the Works, the Tenant shall not apply for any planning permission for the Property without the Landlord's consent not to be unreasonably withheld.
- 22.5 The Tenant shall comply with its obligations under the CDM Regulations, including all requirements in relation to the provision and maintenance of a health and safety file. The Tenant shall maintain the health and safety file for the Property in accordance with the CDM Regulations and shall give it to the Landlord at the end of the term.
- 22.6 The Tenant shall supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations. 22.7 By entering into this Lease , the Tenant and the Landlord agree that, to the extent that the Landlord may be a client for the purposes of the CDM Regulations, the Tenant is to be treated as the only client in respect of the Works for the purposes of the CDM Regulations.
- 22.8 As soon as reasonably practicable after the Tenant becomes aware of any defect in the Property, it shall give the Landlord notice of it. The Tenant shall indemnify the Landlord against any liability under the Defective Premises Act 1972 in relation to the Property by reason of any failure of the Tenant to comply with any of the tenant covenants in this Lease.
- 22.9 The Tenant shall keep the Property equipped with all fire prevention, detection and fighting machinery and equipment and fire alarms which are required under all relevant laws or required by the insurers of the Property or reasonably recommended by them or reasonably required by the Landlord and shall keep that machinery, equipment and alarms properly maintained and available for inspection.
- 23. ENERGY PERFORMANCE CERTIFICATES
- 23.1 The Tenant shall:

23.1.1 cooperate with the Landlord so far as is reasonably necessary to allow the Landlord to obtain an Energy Performance Certificate and Recommendation Report for the Property including providing the Landlord with copies of any plans or other information held by the Tenant that would assist in obtaining an Energy Performance Certificate; and

23.1.2 allow such access to any Energy Assessor appointed by the Landlord as is reasonably necessary to inspect the Property for the purposes of preparing an Energy Performance Certificate and/or Recommendation Report for the Property.

24. ENCROACHMENTS, OBSTRUCTIONS AND ACQUISITION OF RIGHTS

24.1 The Tenant shall not grant any right or licence over the Property to a third party.

24.2 If a third party makes or attempts to make any encroachment over the Property or takes any action by which a right may be acquired over the Property, the Tenant shall:

24.2.1 immediately inform the Landlord and shall give the Landlord notice of that encroachment or action; and

24.2.2 take all steps (including any proceedings) the Landlord reasonably requires to prevent or license the continuation of that encroachment or action.

24.3 The Tenant shall not obstruct the flow of light or air to the Property nor obstruct any means of access to the Property.

24.4 The Tenant shall not make any acknowledgement that the flow of light or air to the Property or that the means of access to the Property is enjoyed with the consent of any third party.

24.5 If any person takes or threatens to take any action to obstruct the flow of light or air to the Property or obstruct the means of access to the Property, the Tenant shall:

24.5.1 immediately inform the Landlord and shall give the Landlord notice of that action; and

24.5.2 take all steps (including proceedings) the Landlord reasonably requires to prevent or secure the removal of the obstruction.

25. BREACH OF REPAIR AND MAINTENANCE OBLIGATION

25.1 The Landlord may enter the Property to inspect the Works, the condition and state of repair of the Property and may give the Tenant a notice of any breach of any of the tenant covenants in this Lease relating to the condition or repair of the Property.

25.2 If the Tenant has not begun any works needed to remedy that breach within two months following that notice (or if works are required as a matter of emergency, then immediately) or

if the Tenant is not carrying out the works with all due speed, then the Landlord may enter the Property and carry out the works needed.

25.3 The costs incurred by the Landlord in carrying out any works pursuant to this clause (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand.

25.4 Any action taken by the Landlord pursuant to this clause shall be without prejudice to the Landlord's other rights, including those under clause 28.

26. INDEMNITY

The Tenant shall keep the Landlord indemnified against all liabilities, expenses, costs (including but not limited to any solicitors' or other professionals' costs and expenses), claims, damages and losses (including but not limited to any diminution in the value of the Landlord's interest in the Property and loss of amenity of the Property) suffered or incurred by the Landlord arising out of or in connection with any breach of any tenant covenants in this Lease, or any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person on the Property with the actual or implied authority of any of them and in connection with the Works and Requisite Consents.

27. LANDLORD'S COVENANT FOR QUIET ENJOYMENT

The Landlord covenants with the Tenant, that, so long as the Tenant pays the rents reserved by and complies with its obligations in this Lease, the Tenant shall have quiet enjoyment of the Property without any interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this Lease.

28. RE-ENTRY AND FORFEITURE

28.1 The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any of the following occurs:

28.1.1 any rent is unpaid 21 days after becoming payable whether it has been formally demanded or not;

28.1.2 any breach of any condition of, or tenant covenant, in this Lease;

28.1.3 an Act of Insolvency.

28.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause, this Lease shall immediately end, but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant by the Tenant or any guarantor.

29. BREAK CLAUSE

- 29.1 The Landlord may terminate this Lease by serving a Break Notice on the Tenant at least one calendar month before the Break Date if the Tenant has not completed the Works to the reasonable satisfaction of the Landlord as required by clause 17.
- 29.2 Following service of a Break Notice in accordance with clause 29.1 the Lease shall terminate on the Break Date.
- 29.3 Termination of this Lease on the Break Date shall not affect any other right or remedy that either party may have in relation to any earlier breach of this Lease and the Landlord shall within 21 days of the Break Date reimburse the Tenant any overpayment of rent by the Tenant.

30. JOINT AND SEVERAL LIABILITY

- 30.1 Where the Tenant comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Tenant arising under this Lease. The Landlord may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.
- 30.2 Where a guarantor comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of a guarantor arising under this Lease. The Landlord may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.
- 30.3 The obligations of the Tenant and any guarantor arising by virtue of this Lease are owed to the Landlord and the obligations of the Landlord are owed to the Tenant.
- 30.4 The Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this Lease, unless and until the Tenant has given the Landlord notice of the failure and the Landlord has not remedied the failure within a reasonable time of service of that notice.

31. ENTIRE AGREEMENT

- 31.1 This Lease and any 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.
- 31.2 Each party acknowledges that in entering into this Lease and any documents annexed to it it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) made before the date of this Lease.

31.3 Nothing in this Lease constitutes or shall constitute a representation or warranty that the Property may lawfully be used for any purpose allowed by this Lease.

32. NOTICES, CONSENTS AND APPROVALS

32.1 Except where this Lease specifically states that a notice need not be in writing, any notice given under or in connection with this Lease shall be in writing and given by hand or by pre-paid first-class post or other next working day delivery service at the party's registered office address (if the party is a company) or (in any other case) at the party's principal place of business;

32.2 If a notice complies with the criteria in clause 32.1, whether or not this Lease requires that notice to be in writing, it shall be deemed to have been received:

32.2.1 if delivered by hand, at the time the notice is left at the proper address;

32.2.2 if sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting.

32.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

32.4 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this Lease.

32.5 Where the consent of the Landlord is required under this Lease, a consent shall only be valid if it is given by deed, unless:

32.5.1 it is given in writing and signed by the Landlord or a person duly authorised on its behalf; and

32.5.2 it expressly states that the Landlord waives the requirement for a deed in that particular case. If a waiver is given, it shall not affect the requirement for a deed for any other consent.

32.6 Where the approval of the Landlord is required under this Lease, an approval shall only be valid if it is in writing and signed by or on behalf of the Landlord, unless:

32.6.1 the approval is being given in a case of emergency; or

32.6.2 this Lease expressly states that the approval need not be in writing.

32.7 If the Landlord gives a consent or approval under this Lease, the giving of that consent or approval shall not imply that any consent or approval required from a third party has been obtained, nor shall it obviate the need to obtain any consent or approval from a third party.

33. GOVERNING LAW

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

34. JURISDICTION

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

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

35.1 The parties confirm that:

35.1.1 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, not less than 14 days before this Lease was entered into;

35.1.2 Alison Gibson who was duly authorised by the Tenant to do so made a declaration dated 2 February 2017 in accordance with the requirements of section 38A(3)(b) of the LTA 1954; and

35.1.3 there is no agreement for lease to which this Lease gives effect.

35.2 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.

36. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this Lease shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Lease. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

THIS AGREEMENT has been entered into on the date stated at the beginning of it

SCHEDULE 1 Part I

(Covenants by the Tenant)

The Tenant hereby covenants with the Landlord as follows:-

1. As soon as possible after the date of this Lease, the Tenant shall prepare the specification document(s) for the Works to be prepared by reference to and in accordance with the Design Brief.
2. Following the Landlord's approval of the specification document(s), to procure that the Works shall be carried out and completed to the Landlord's reasonable satisfaction within three years from the date hereof free of expense to the Landlord
3. To procure that the Works are carried out by contractors previously approved in writing by the Landlord
4. To procure that the Works be carried out with good quality materials of their several kinds and in a workmanlike manner to the reasonable satisfaction in all respect of the Landlord
5. To procure that the Works be carried out in a manner which shall not constitute any nuisance or annoyance to the Landlord or its tenants or the owners or occupiers of any adjacent premises
6. To provide forthwith particulars of the Works to the insurance office with which the Property is insured and to obtain the consent of such insurance office to the Works
7. To ensure that all of the Works are carried out in compliance with all laws including health and safety rules and regulations
 - 7.1 to produce to the Landlord for approval (such approval not to be unreasonably withheld) all such necessary permissions and consents before the commencement of the Works
 - 7.2 to pay all reasonable costs and expenses (including surveyors fees solicitors costs disbursements and value added tax thereon) incurred by the Landlord in connection with the approval and supervision of the Works and any other works referred to in this Schedule
 - 7.3 to keep the Landlord fully and effectually indemnified from and against all costs expenses claims damages demands actions proceedings and any other liability whatsoever whether directly or indirectly in respect of or incidental to the Works and any other works referred to in this Schedule or their retention including (without limitation) all such costs as aforesaid in respect of the injury or death of any person or the damage to any property howsoever arising directly or indirectly out of the Works or other works as aforesaid
 - 7.4 to allow the Landlord and/or his representatives access to the Property for the purpose of examining the progress of the Works

7.5 to pay and satisfy any charge levy or tax whatsoever which may be imposed directly or indirectly on the Landlord or the Property as a result of the Works or any other works referred to in this Schedule or from the Landlord allowing the Works to be carried out and fully and effectually to indemnify the Landlord from and against any liability in respect of the same

7.6 to notify in writing the Landlord within fourteen days of completion of the Works

Part II

(Conditions applicable to the carrying out of the Works)

1. All the covenants and conditions contained in this Lease shall be applicable to the Works and to the Property in their altered state in the same manner as the Property originally demised by the Lease
2. The Works to be carried out and any approval instruction or supervision granted given or carried out hereunder are granted given or carried out without any liability on the part of the Landlord or its surveyors or agents and imply no responsibility for the Works or any other works as aforesaid or for the design or execution of any of them
3. It is expressly agreed and declared that
 - 3.1 the Works are not improvements within the meaning of or for the purpose of the Landlord and Tenant Acts 1927 to 1985 but are repairs to be carried out in accordance with the Tenant's repairing obligations under this lease;
 - 3.2 In view of clause 3.1 above, no request has been made which constitutes a notice under Section 3(5) of the Landlord and Tenant Act 1927
 - 3.3 to the extent that the Works have been wholly or partly carried out prior to the date hereof all references thereto shall nevertheless apply thereto but subject to compliance with the covenants and conditions contained in this Schedule

Tur Langton Village Hall

Design Brief

1.0 Background

The Tur Langton Village Hall was originally built in 1970. It is of timber construction supported on a masonry dwarf wall foundation, with a concrete ground-supported slab. The frame and foundations are generally in good condition, but with some localised deterioration.

The Village Hall Committee will undertake specific repairs, in compliance with the latest Building Regulations, to upgrade the hall for current use by the Village Community.

The proposed scope for the renovation is outlined in the following sections of this report. It is noted that the village hall committee will consider alternative proposals where cost savings can be made, as long as the performance is equivalent or improved to that described below.

2.0 Description of Alterations

It is the intention of the Village Hall Committee to create a village hall that can be used by the whole community. In order to achieve this, a number of key modifications are required:

- Install a new disabled toilet. Ideally adjacent to the existing toilets to connect to the existing drainage system.
- Provide a step-free entrance. Ideally this will entail refurbishment of the existing entrance. However if this is not possible due to space constraints, the main entrance will be relocated to the rear of the building
- Upgrade the windows, internal walls, lighting, heating, sanitaryware, and floors

2.1 Specific Requirements

The following section describes the specific requirements for each element of the renovation.

2.1.1 Windows and Doors

Remove the existing window between the hall and the store and make good as an internal wall.

- Material: Finish to be plasterboard and skim to match the adjacent walls.

Remove the existing windows and carry out any local repairs to the existing frame. Replace the existing windows with new windows, with size and arrangement to match existing. Opening windows to be lockable, with a single key opening all windows.

- Frame: UPVC.
- Glazing Units: Double Glazed

Replace the existing entrance doors with new doors to match the existing - with a level step-free access (if possible).

- Material: Wood
- Glazing Units: Double Glazed
- Locks: 5-lever sashlocks in all external doors with a single key opening all locks

All sills and seals as required around the window and door frames for full weatherproofing of the building

envelope.

2.1.2 Floor

Make good the existing floor, including removal of loose concrete around the floor edges and filling with suitable repair material.

Level the floor throughout the building, apply sealant and insulate in preparation for a finish suitable for the use of each room.

2.1.3 Walls

Provide insulation-backed plasterboard on the inside face of all external walls. Finish to be plaster or a vinyl-faced ply. Painted finish.

Provide UPVC internal window sills.

Overboard all existing internal walls with plasterboard and plaster skim.

2.1.4 Ceilings

Provide a flat suspended ceiling in the hall with insulation above. No access is required into the ceiling void. Painted finish.

2.1.5 Store Damp-proofing

Dig a shallow trench around the external wall of the store room. Install a perforated pipe within the trench and a stone filled soakaway in the car park. Surrounding ground level to be locally re-graded to redirect water flow away from the store.

2.1.6 Lighting

Provide new lighting in all rooms within the Village Hall to meet statutory requirements.

2.1.7 Heating

Remove the existing wall heaters and install new heaters within the toilets, kitchen and hall.

2.1.8 Water Heating

Remove the water tank from the tank cupboard on the roof. Remove the pipework and repair the weatherproofing around the tank cupboard.

Provide water heater(s) to feed the kitchen sink and each of the toilet basins.

2.1.9 Sanitaryware

In the Male Toilets replace the toilet, basin and taps but retain the existing urinals.

In the Female Toilets replace the toilets, basin and taps.

In the new Disabled Toilet provide a toilet, basin, taps, handrails, and other accessories to comply with statutory requirements.

In the Kitchen provide a new sink unit with a stainless steel mixer tap. Retain and move the existing hand basin. Replace the taps.

2.1.12 Joinery

Retain the cooker and the existing unit under the serving hatch and 4-door cupboard unit. Replace the doors and work surface on units.

In the Kitchen provide a new sink unit with 2 cupboards.

2.1.13 Electrics and Plumbing

Provide all necessary electrical and plumbing works associated with the above specified works. All work must be fully certified. Minimum warranty on workmanship of 1 year.

2.1.14 External Works

Renovate the roofs, gutters and downpipes.

Remove all weeds and overgrowth from the surrounding areas, to enable simple landscaping works.

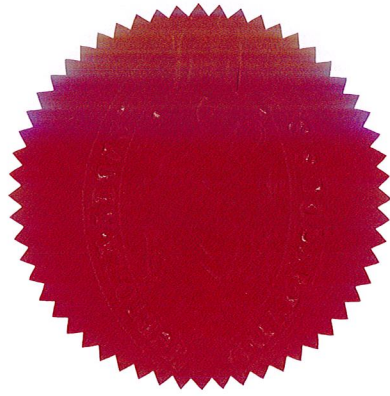
Add preservative to the external cladding and repaint the fascia boards.

**THE COMMON SEAL of THE WARDEN AND
SCHOLARS OF THE HOUSE OR COLLEGE
OF SCHOLARS IN THE UNIVERSITY OF OXFORD**

was hereunto affixed in the Presence of:-

Finance Bursar

C. A. H. Howard



Witnessing to the affixing of this Common Seal of

**THE WARDEN AND SCHOLARS OF THE HOUSE
OR COLLEGE OF SCHOLARS OF MERTON IN THE
UNIVERSITY OF OXFORD** and to the signature

of the above

J. S. C. M.

Hewitsons LLP
Elgin House
Billing Road
Northampton
NN1 5AU

58489.261