

Dated *First January 1999*

COMPTON AND SHAWFORD PARISH COUNCIL (1)
COMPTON AND SHAWFORD COMMUNITY ASSOCIATION (2)

LEASE
in respect of Shawford Parish Hall

White & Bowker
19 St Peter Street
Winchester
Hampshire
SO23 XBU
RJS.X15

LEASE

This Lease is made the *First* day of *January* 1999

BETWEEN: **COMPTON AND SHAWFORD PARISH COUNCIL** c/o [REDACTED]

[REDACTED] Winchester Hampshire (hereinafter called the Council which expression shall where the context so admits include the person or persons for the time being entitled to the reversion immediately expectant on

the determination of the term hereby created) of the one part and **COMPTON AND SHAWFORD COMMUNITY ASSOCIATION** of

(hereinafter called "CASCA" which expression shall where the context so admits include their successors in title) of the other part

WITNESSETH as follows:-

1 (i) The Council has agreed to let the demised premises to CASCA CASCA is an unincorporated body and has requested the Council to act as holding trustees in accordance with clause 13 of its constitution

(ii) CASCA is a charity which is not an exempt charity within the meaning of The Charities Act 1993

(iii) The restrictions on disposition imposed by Section 36 of the Charities Act 1993 will apply to such land (subject to sub section (9) of that section)

2. In consideration of the rent covenants and conditions hereinafter reserved and contained and on the part of CASCA to be paid observed and performed the Council hereby appropriates all that piece of land including the Hall and caretakers cottage situate at Shawford in the county of Hampshire which land is shown in the plan attached hereto and is thereon edged in red together with the building erected thereon hereinafter called "the demised promises" **TO HOLD** the same unto the Council for use by CASCA for a term of 30 years from the *1st* day of *January 1999* paying therefore during the said term the yearly rent of twelve pounds annually in advance

3. CASCA covenants with the Council (but not so as to impose any personal liability on any trustee of CASCA or on the Official Custodian for Charities if the said term should become vested in him) as follows:

i) to pay the rent hereby reserved in manner aforesaid without any deduction

ii) to pay all existing and future rates taxes and assessments and outgoings payable by law in respect of the demised premises by either the owner or the occupier thereof

(iii) to keep the demised premises and all fixtures and additions to the said premises in good

and substantial repair and condition throughout the term and without any alteration except such as shall be previously sanctioned in writing by the Council such sanction not to be unreasonably withheld and to yield up the same in such repair and condition (except as aforesaid) at the determination of the tenancy **PROVIDED THAT CASCA** shall not be required to put or keep the demised premises in any better state or repair or condition than as at the date of this lease

(iv) not to assign the demised premises

(v) to keep insured at all times throughout the tenancy in the joint names of the Council and CASCA the demised premises including all pictures plaques and memorabilia at the demised premises set out in the list annexed which shall be treated as fixtures belonging to the Council from loss or damage by fire lightning explosion earthquake landslip subsidence heave riot civil commotion aircraft aerial devices storm flood water theft accidental damage impact by vehicles damage by malicious persons and vandals and third party liability and any other risks reasonably required by the Landlord in some insurance office of repute in a sum at least equivalent to the full reinstatement value for the time being of the demised premises and to make all payments necessary for the above purposes within seven days after the same shall respectively become due and to produce to the Council or his agent on demand the several policies of such insurance and the receipt for each such payment and to cause all moneys received by virtue of any such insurance to be forthwith laid out in rebuilding and reinstating the demised premises **PROVIDED ALWAYS** that if the CASCA shall at any time fail to keep the demised premises insured as aforesaid the Council may do all things necessary to effect or maintain such insurance and any moneys expended by him for that purpose shall be repayable by the lessees on demand and be recoverable forthwith

(vi) only to use the demised premises as a parish hall save that the caretakers cottage may be occupied for residential purposes only under a service occupancy by a caretaker of the hall appointed by CASCA

4. The Council covenants with CASCA that while CASCA complies with the terms of this lease the Council is to allow CASCA to possess and use the demised premises without unlawful interference from

the Council

5. It is hereby agreed that if

(i) the rent hereby reserved or any part thereof shall be unpaid for twenty-one days after becoming payable (whether formally demanded or not) or

(ii) any covenant on CASCA part herein contained shall not be performed or observed or

(iii) the membership of CASCA's General Committee as defined in its Constitution shall not include two member of the Council amongst its number both of whom must also be members of the committee appointed by the General Committee to manage the demised premises

PROVIDED THAT the Council shall use all reasonable endeavours on its part to ensure that two of its members are also members of the CASCA General Committee and members of the committee appointed by the General Committee to manage the demised premises

then and in either of the said cases it shall be lawful for the Council at any time thereafter to re-enter upon the demised premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the right of action of the Council in respect of any breach of CASCA's covenants herein contained

6. It is hereby agreed in the event of CASCA being dissolved under clause 14 of its constitution then this lease shall immediately determine

7. Having been authorised to do so by an Order of the Winchester County Court (No *WC 800738*) made on the *20th* day of *May 1998* under the Provisions of the Landlord and Tenant Act 1954 (as amended) the parties agree that the provisions of the 1954 Act sections 24-28 (inclusive) are excluded from this Lease

8. It is hereby certified that there is no agreement to which this Lease gives effect within the meaning of Section 240 of the Finance Act 1994

IN WITNESS whereof two members of the Council have pursuant to a resolution of the Council passed on the *3rd* day of *March 1998* hereunto set their hands and CASCA has executed this deed the day and year first before written

SIGNED BY) *Adrian Walmsley*

and) *Anthony Lockett*

being two members or the)

Council in the presence of:-) *Jean Ferrington*