

Dated 15th June 2001

EVERARDS BREWERY LIMITED
-and-
THE PARISH COUNCIL
OF THE PARISH OF NEWTOWN LINFORD

LEASE
relating to
The Village Hall
Newtown Linford

D6/5



Harvey Ingram Owston
solicitors

20 New Walk Leicester LE1 6TX Tel: 0116 254 5454

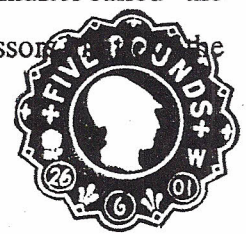
Fax: 0116 255 4559 DX: 17014 Leicester 2 Web Site: www.hio.co.uk

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*inc to 15/2
all*

THIS LEASE is made the 15th day of June 2001

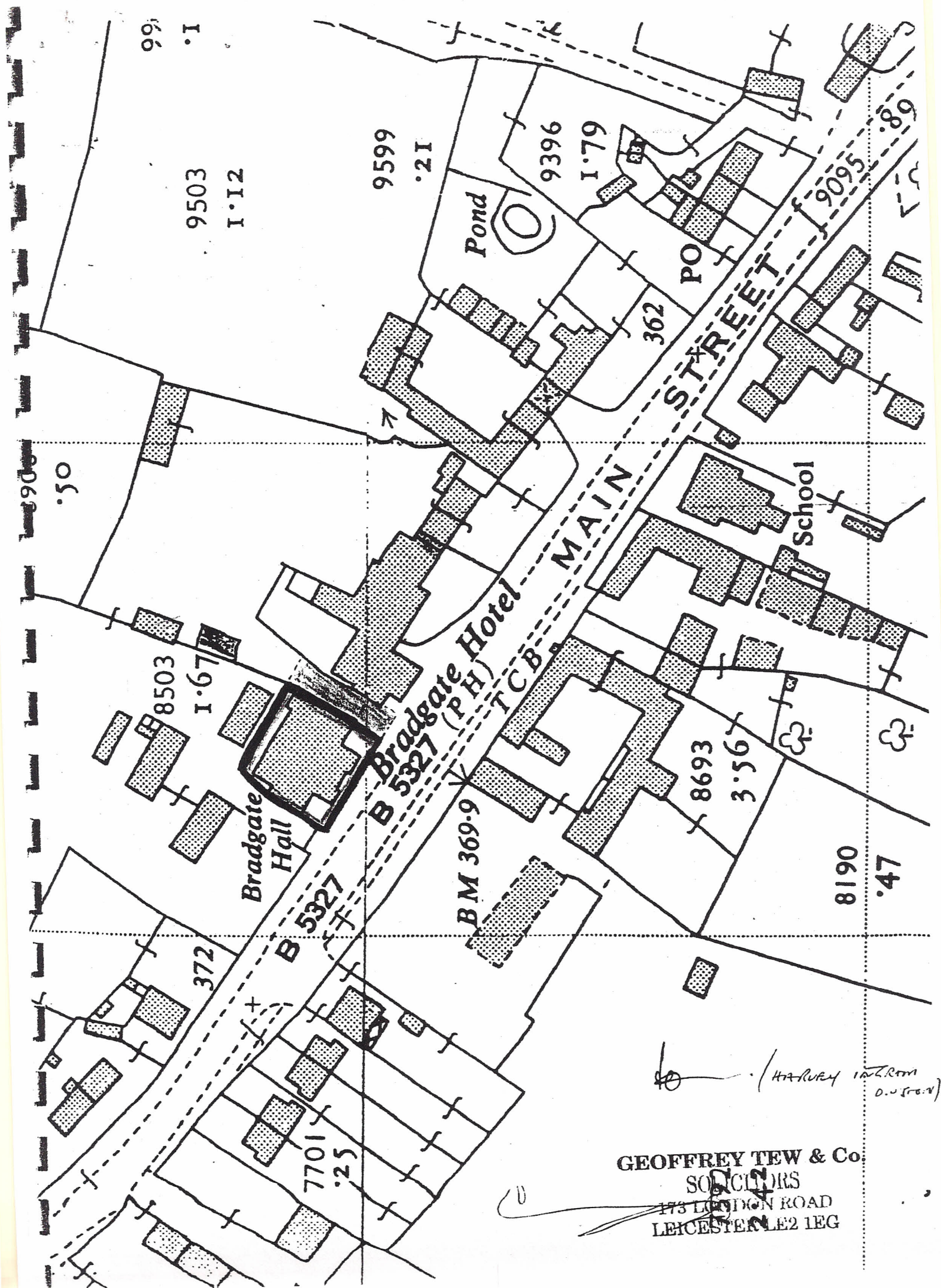
~~BETWEEN~~ **EVERARDS BREWERY LIMITED** whose registered office is at Castle Acres Narborough Leicester LE9 5BY (hereinafter called "the Landlord") which expression shall where the context so admits include the reversioner for the time being immediately expectant on the determination of the term hereby created) of the one part and **THE PARISH COUNCIL OF THE PARISH OF NEWTOWN LINFORD** in the County of Leicester (hereinafter called "the Tenant" which expression shall where the context so admits include the successors of the Tenant) of the other part



WITNESSETH AS FOLLOWS:-

1. THE interpretation Act 1889 applies to the interpretation of this Deed as if it applied to the interpretation of an Act of Parliament
2. THE Tenant is the trustee of the Newton Linford Village Hall (hereinafter called "the Charity")
3. THE Landlord hereby demises unto the Tenant **ALL THAT** piece or parcel of land situate in the Parish of Newtown Linford in the County of Leicester with the Village Hall and premises erected thereon or on some part or parts thereof (All which said property hereby demised is hereinafter referred to as "the demised premises" and is shown edged red on the plan annexed hereto) **TOGETHER WITH** the right to pass over the drive or gateway of the property situate on the north westward side shown coloured blue on the plan annexed for the purpose of an emergency fire exit from the demised premises **EXCEPT NEVERTHELESS AND RESERVING** unto the Landlord:-
 - 3.1 the right at any time to alter or add to adjoining or neighbouring premises notwithstanding that the access of light or air to any windows of the demised premises is thereby diminished and





(HARVEY INSTRUM
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GEOFFREY TEW & Co.
SOLICITORS
173 LONDON ROAD
LEICESTER LE2 1EG

3.2 the free passage of water soil gas electricity and other services to any adjoining or neighbouring property through the channels sewers drains watercourses pipes cables and conduits (hereinafter called "the said services") from time to time belonging to or running through or under the demised premises and

3.3 the right by agents or otherwise and with or without workmen and appliances to enter into and upon the demised premises for the purposes of (a) inspecting maintaining repairing renewing and making connections to the said services or any of them and (b) carrying out repairs to the Landlord's adjoining property (subject nevertheless to the party so entering making good to the reasonable satisfaction of the Tenant all damage to the demised premises thereby occasioned)

TO HOLD the same unto the Tenant from the twenty ninth day of September two thousand and one for the term of twenty eight years **SUBJECT** to the exceptions reservations and covenants to which the Landlord's title to the demised premises is subject **PAYING THEREFOR** during the said term the yearly rent of five hundred pounds (subject to review as hereinafter provided) payable in advance by equal quarterly payments on the usual quarter days

4. THE Tenant hereby covenants with the Landlord as follows:-

4.1 To pay the reserved rents at the time and in manner aforesaid clear of all deductions or legal or equitable set-off

4.2 To pay all existing and future rates taxes charges duties burdens assessments impositions and outgoings whatsoever payable by law in respect of the demised premises (whether parliamentary parochial local or of any other description) either by the owner or occupier thereof

4.3 Throughout the said term to keep the demised premises and all additions thereto and the Landlord's fixtures therein and all sewers drains fences and the boundary walls thereof in good and substantial repair and condition

4.4 At all times during the said term:-

4.4.1 to observe and comply in all respects with the provisions and requirements of any and every enactment (which expression in this covenant includes as well any and every Act of Parliament already or hereafter to be passed as any and every order regulation and by-law already or hereafter to be made under or in pursuance of any such Acts) so far as they relate to or affect the demised premises or any additions or improvements thereto or the user of the demised premises for the purposes of any manufacture process trade or business or the employment therein of any person or persons or any fixtures machinery plant or chattels for the time being affixed thereto or being thereupon or used for the purposes thereof

4.4.2 to execute all works and provide and maintain all arrangements which by or under any enactment or by any government department local authority or other public authority or duly authorised officer or court of competent jurisdiction acting under or in pursuance of any enactment are or may be directed or required to be executed provided and maintained at any time during the said term upon or in respect of the demised premises or any additions or improvements thereto or in respect of any such user thereof or employment therein or any person or persons or fixtures machinery plant or chattels as aforesaid whether directed or required to be performed by the landlord or tenant thereof

4.4.3 to indemnify the Landlord at all times against all costs charges and expenses of or incidental to the execution of any works or the provision or maintenance of any arrangements so directed or required as aforesaid and

4.4.4 not at any time during the said term to do or omit or suffer to be done or omitted on or about the demised premises any act or thing by reason of which the Landlord may under any enactment incur or have imposed upon it or become liable to pay any penalty damages compensation costs charges or expenses

4.5 To paint with two coats of good quality paint in a workmanlike manner all the wood iron

and other parts of the demised premises heretofore or usually painted as to the external work in every fifth year of the said term and as to the internal work in every seventh year of the said term and as to both internal and external work in any event immediately before the expiration or sooner determination of the said term and after every internal painting to grain varnish distemper wash stop whiten and colour all such parts as have previously been so dealt with and to repaper the parts usually papered with suitable paper of good quality and so that the decoration in the last year of the said term be in colours approved by the Landlord

4.6 To pay all reasonable and proper expenses payable in respect of the demised premises of constructing repairing rebuilding cleansing and lighting all party and other dividing walls fences structures sewers drains pipes watercourses roofs road pavements staircases (including emergency fire escapes) landings passages and rear access ways and all other conveniences the use of or benefit from which is common to the demised premises and to other premises the amount of such contribution to be determined by the Landlord's surveyor for the time being whose decision be final and binding

4.7 4.7.1 To effect and throughout the said term to maintain with an insurance office or underwriters approved in writing by the Landlord a policy of insurance in respect of the demised premises in the names of the Landlord and the Tenant against third party risks and occupier's liability for a sum of not less than £1,000,000 in respect of any one accident and to pay all premiums for maintaining such policy and whenever required to produce such policy and the receipt for the current year's premium to the Landlord or its authorised agent

4.7.2 Throughout the said term at the Tenant's own expense to keep the demised premises and any additions thereto and the Landlord's fixtures and fittings therein insured against loss or damage by flood fire explosion storm or tempest (including lightning) aircraft and articles dropped therefrom by a policy or policies in such reputable insurance office as the Landlord shall approve in the joint names of the Landlord and the Tenant in an amount equal to the cost of completely reinstating the demised premises in the event of total destruction

(together with architects and surveyors fees and other incidental expenses thereto) such amount in the case of difference to be determined in a reasonable manner by the Landlord's Surveyor and to make all payments necessary for the above purposes within seven days after the same shall respectively become payable and on request to produce to the Landlord all such policies and the receipts for the current year's premium AND if and whenever the demised premises or any part thereof shall be destroyed or damaged by any of the insured risks or otherwise the Tenant shall without delay at its own expense rebuild and reinstate the same to the reasonable satisfaction of the Landlord

4.7.3 Provided that if the Tenant shall fail to maintain all or any of the policies of insurance referred to in sub-clause 4.7.1 and 4.7.2 hereof or produce such policy or receipt as aforesaid the Landlord shall be entitled but not bound to effect and maintain such insurance and any moneys expended by the Landlord for such purpose shall be payable by the Tenant to the Landlord on demand together with interest thereon at the rate of four per centum per annum over the base rate from time to time of National Westminster Bank plc from the date of expenditure to the date of payment

4.8 To permit the Landlord and all persons authorised by the Landlord to enter the demised premises at reasonable times in the daytime after 24 hours previous notice except in the event of emergency:-

4.8.1 To examine the condition of the demised premises and thereupon the Landlord may serve upon the Tenant a notice in writing specifying any repairs necessary to be done and for which the Tenant is liable hereunder and require the Tenant forthwith to execute the same and if the Tenant shall not within twenty eight days after service of such notice proceed diligently with the execution of such repairs then to permit the Landlord to enter upon the demised premises and execute such repairs and the cost thereof shall be a debt due from the Tenant to the Landlord and be forthwith recoverable by action

- 4.8.2 To execute repairs or alterations to any adjoining premises now or hereafter belonging to the Landlord all damage thereby occasioned to the demised premises being made good by the Landlord
- 4.8.3 During the last year of the said term to take a schedule of the Landlord's fixtures and fittings to be yielded up as hereinafter mentioned
- 4.9 Not to assign underlet part with or share the possession or occupation of the whole or any part of the demised premises (except to a new trustee or new trustees of the Charity) provided that casual lettings for functions usually associated with the use of Village Halls shall not be deemed to be a breach of this covenant
- 4.10 Not to commit wilful or voluntary waste spoil or destruction in or upon the demised premises
- 4.11 Not at any time during the said term to cut maim or injure or permit or suffer to be cut maimed or injured any of the walls or timbers of the demised premises and not without the previous written consent of the Landlord to erect make or maintain or permit or suffer to be erected made or maintained on the demised premises or any part thereof any building erection alteration or improvement or any external projection on the front thereof or make or permit or suffer to be made any material change or addition whatsoever in or to the demised premises or on any part thereof **AND** to indemnify the Landlord against all taxes charges or impositions of whatsoever nature that will or may arise in connection with any permitted development change of user or structural or other alterations or additions to the demised premises
- 4.12 Within 7 days of the receipt of notice of the same by the Tenant to give full particulars to the Landlord of any notice or proposal for a notice or order or proposal for an order made given or issued to the Tenant under or by virtue of the Town & Country Planning Acts or the Local Government Act 1948 or any Act for the time being replacing or amending the same and if so required by the Landlord produce such notice order or proposal for a notice or order to them and without prejudice and subject to any right or

appeal without delay to take all reasonable or necessary steps to comply with any such notice or order and also at the request of the Landlord make or join in making such objection or objections or representation or representations against or in respect of any proposal for such notice or order as the Landlord shall deem expedient

- 4.13 To pay all expenses (including solicitor's costs and surveyor's fees) incurred by the Landlord incidental to (a) the preparation and service of a notice under section 146 of the Law of Property Act 1925 notwithstanding forfeiture is avoided otherwise than by relief granted by the Court (b) the recovery of arrears of rent and any action taken by or on behalf of the Landlord in order to procure the remedying of any breach or non performance by the Tenant of any of the covenants on the part of the Tenant or any condition or agreement contained in this Lease (c) the preparation and service of any schedule of dilapidations whether served during or after the expiry of the term and (d) the application for any licences or consents made pursuant to a request by the Tenant
- 4.14 Not to carry on or permit or suffer to be carried on in or upon the demised premises or any part thereof any dangerous noxious noisy or offensive trade business or calling whatsoever or one involving the storage of electricity oil or any highly inflammable or explosive substance nor to use or permit the use of the same or any part thereof for any illegal or immoral purpose but to use the demised premises only as a village hall and for purposes usually ancillary thereto
- 4.15 Not to do or permit or suffer anything in or upon the demised premises or any part thereof which may be or become a nuisance annoyance or cause damage to the Landlord or the tenants or occupiers of other property in the neighbourhood
- 4.16 To permit the Landlord during the six months immediately preceding the determination of the said term to affix and retain without interference upon any part of the demised premises a notice or notices for reletting the same and during the said six months to permit persons with written authority from the Landlord or the Landlord's agents at reasonable times of the day to view the demised premises

- 4.17 To use its best endeavours to prevent any encroachment upon the demised premises or the acquisition of any new right to light passage drainage or other easement over upon or under the demised premises and to give notice to the Landlord of any threatened encroachment or attempt to acquire any such easement and subject to and without prejudice to the foregoing provision hereof not to block up darken or obscure any doorway passage window light opening or grating belonging to the demised premises
- 4.18 To remove all rubbish and yield upon the demised premises with the fixtures and additions thereto (other than trade or tenant's fixtures which can be removed without causing damage to the demised premises) at the end or sooner determination of the said term properly cleaned safe undefaced and fit for use and in good and substantial repair and condition in accordance with the covenants hereinbefore contained
- 4.19 To purchase all ale beer stout cider mineral waters wines spirits or spirituous liquors sold supplied or consumed on the demised premises during the currency of this demise from Everards Brewery Limited or from some person firm or company nominated in writing by the said Everards Brewery Limited
- 4.20 With the object and intent of affording to the Landlord a full and sufficient indemnity (but not further or otherwise) at all times to observe and perform the covenants and matters affecting the Landlord's freehold title to the demised premises so far as they affect the demised premises and are still subsisting and capable of taking effect and to indemnify the Landlord against any future breach non performance or none observance thereof so far as aforesaid
- 4.21 If VAT shall be chargeable in respect of the rent or in respect of any supplies (as defined in the VAT legislation from time to time in force) made by the Landlord to the Tenant to pay to the Landlord in addition to any amounts otherwise payable the amount of the VAT so chargeable and if any payment hereunder shall be in reimbursement of any expenditure by or on behalf of the Landlord which includes VAT to pay also so much of the VAT as is not recoverable by the Landlord as an input

4.22 If any payment due by the Tenant to the Landlord hereunder shall not be paid within 7 days of its due date to pay to the Landlord in addition interest on such payment at the rate of four per centum per annum above the base rate of National Westminster Bank plc (both before and after judgment)

5. THE Landlord hereby covenants with the Tenant that the Tenant paying the rent hereby reserved and performing and observing the several covenants on the Tenant's part herein contained shall peaceably hold and enjoy the demised premises during the said term without interruption by any person claiming under or in trust for the Landlord

6. 6.1 IN this clause:-

6.1.1 the expression "Open Market Rental Value" means the annual market rental value of the demised premises in the open market with vacant possession which might reasonably be demanded by a willing landlord of a willing tenant at the commencement of the term but upon the supposition (if not a fact):-

6.1.1.1 that the Tenant has complied with the obligations imposed on it by this Lease (but without prejudice to any rights or remedies of the Landlord in regard thereto)

6.1.1.2 that the demised premises are fit for immediate occupation and use and that no work has been carried out by the Tenant or its undertenants or their predecessors in title during the Term which has diminished the rental value of the demised premises

and there being disregarded (so far as may be permitted by law) all restrictions whatsoever relating to rent user or to security of tenure contained in this Lease or any statute or orders rules or regulations thereunder and any directions thereby given relating to any method of determination of rent and there also being disregarded:

- 6.1.1.3 any effect on rent of the fact that the Tenant or its predecessors in title have been in occupation of the demised premises
- 6.1.1.4 any goodwill attached to the demised premises by reason of the carrying on there of the business of the Tenant its undertenants or their predecessors in title in their respective businesses
- 6.1.1.5 any increase in rental value of the demised premises attributable to the existence at the relevant review date of any improvement to the demised premises carried out with consent where required otherwise than in pursuance of an obligation to the Landlord or its predecessors in title by the Tenant its undertenants or their respective predecessors in title during the Term

Such lease being for a term equivalent to the residue of the Term on the relevant review date on the same terms and conditions (other than as to amount of the rent but including equivalent provisions for rent review) as this present demise without the payment of any fine or premium

- 6.1.2 the expression "review date" means the 29th September 2006 and every fifth anniversary of that date and "relevant review date" shall be construed accordingly
 - 6.1.3 the expression "subsequent rent period" means each successive period commencing on 29th September 2006 and every fifth anniversary of that date and ending on the day prior to the new review date or the end of the Term if sooner and "subsequent rent periods" shall be construed accordingly
- 6.2 The rent for the subsequent rent periods shall be the higher of the rent passing as at the relevant review date or the Open Market Rental Value of the demised premises as at the relevant review date

6.3 The Open Market Rental Value shall be such annual sum as shall be:

6.3.1 agreed between the parties in writing; or

6.3.2 determined by an independent surveyor acting at the Landlord's option as an expert or an arbitrator under the provisions of the Arbitration Act 1996 appointed for that purpose by the parties jointly in writing or upon their failure to agree upon such appointment then by an independent surveyor appointed at any time before the end of the Term for that purpose (on application by either party) by the President or other proper officer for the time being of the Royal Institution of Chartered Surveyors

6.4 In the event of determination by an independent surveyor:

6.4.1 The independent surveyor shall invite the Landlord and the Tenant to submit to him within such time limits as he shall consider appropriate such representations and cross representations as to the amount of Open Market Rental Value with such supporting evidence as they may respectively wish

6.4.2 The independent surveyor will give to the Landlord and the Tenant written notice of the amount of the Open Market Rental Value as determined by him and his determination will be final and binding as the parties hereto agree save in the case of manifest error

6.4.3 Neither the Landlord nor the Tenant shall without the consent of the other disclose to the independent surveyor correspondence or other evidence to which the privilege of non production ("without prejudice") properly attaches

6.4.4 The independent surveyor's fees or charges shall be borne between the Landlord and the Tenant in such proportion as the independent surveyor shall determine or in the event that no notice of determination is given equally between the Landlord and the Tenant

- 6.5 If the independent surveyor shall not have given notice of his determination within two months after his appointment or within such longer period as the parties shall agree or if for any reason it becomes apparent that he will be unable to do so within such period the Landlord and the Tenant may agree upon either of them may apply for a new independent surveyor to be appointed in his place (which procedure may be repeated as many times as may be necessary) **PROVIDED ALWAYS** that any such determination given outside each time limits but prior to the appointment of a new independent surveyor shall be valid and effective but if given thereafter shall be null and void
- 6.6 If the Open Market Rental Value has not been agreed or determined in accordance with the provisions of this clause 6 before the relevant review date then until the Open Market Rental Value has been agreed or determined the Tenant shall continue to pay on account to the Landlord Rent at the yearly rate payable immediately before the relevant review date
- 6.7 The Tenant will pay to the Landlord within seven days after the time that the Open Market Rental Value has been agreed or determined all arrears of rent which have been accrued in the meantime with interest at two per centum per annum above the base rate from time to time of National Westminster Bank plc on each of the instalments of the arrears from the time that it would have become due if the Open Market Rental Value had then been agreed or determined until payment becomes due from the Tenant to the Landlord under this clause 6.7
- 6.8 The Landlord and the Tenant may at any time before the Open Market Rental Value is determined settle the reviewed rent in more than one amount and agree to reserve the amounts increasing in phases until the next review date or (if none) the expiry of the Term
- 6.9 On each occasion that the Open Market Rental Value is ascertained pursuant to the provisions of this Lease the Landlord and the Tenant shall cause a memorandum of the reviewed rent payable for the relevant review period to be prepared and signed by or on behalf of the Landlord and the Tenant respectively

6.10 If at any review date there is in being any statute which prevents or restricts the Landlord's right either to review or recover any increase in the rent payable under this Lease by the Tenant to the Landlord the Landlord may require by twenty eight days notice in writing a further review of rent at such date to be specified in the Landlord's notice when such statute no longer affects the amount of the such rent payable and the provisions of this Lease shall take effect mutatis mutandis as if such date specified by the notice were a review date

7. **PROVIDED ALWAYS** and it is hereby expressly agreed as follows:

7.1 If the Tenant shall not in all things well and truly observe perform fulfill keep and carry out all and singular the covenants conditions stipulations and agreements by the Tenant herein contained or if the Tenant or the Charity shall be wound up or cease to exist or have a receiver or administrator appointed in respect of it or either of them or their assets then and in any such case it shall be lawful for the Landlord 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 Landlord in respect of any antecedent breach of the Tenant's covenants agreements stipulations and the conditions herein contained

7.2 This Deed shall incorporate the regulations as to notices contained in section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962

7.3 The Tenant shall not be entitled to any right of access of light or air or other easement or quasi easement to the demised premises which would restrict or interfere with the free user of any adjoining or neighbouring property for building or any other purpose

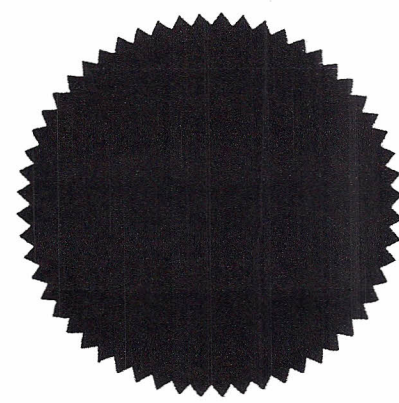
7.4 For the purpose of this Lease the expressions "the Town & Country Planning Acts" includes the Town and Country Planning Acts 1962 to 1990 and any statutory amendment or re-enactment of any of them and any Statutory Instrument Order or Direction made or issued pursuant thereto

7.5 Where either party to this Deed consists of two or more persons (which word includes corporations) any covenants by such party herein contained shall be deemed to be the joint and several covenants of such persons and words of masculine gender shall include the feminine and the singular shall include the plural whenever the context so permits

8. THERE is no agreement for Lease to which this Lease gives effect

IN WITNESS whereof the Landlord has caused its common seal to be hereunto affixed and two members of the said Parish Council have on behalf of the Tenant set their hands and seals to a Counterpart hereof the day and year first before written

THE COMMON SEAL of)
EVERARDS BREWERY LIMITED)
was hereunto affixed in the presence of:)



Director: *[Handwritten Signature]*

Director/Secretary: *[Handwritten Signature]*