

- 5) "Tenant's Obligations" means all obligations of the Tenant under any covenant or other term of this Lease and all implied obligations of the Tenant under this Lease
- 6) "The Building" means the buildings erected on the Property and includes every other building at any time erected on the Property
- 7) "The Property" means the land edged red on the plan annexed and includes the Building
- 8) "The Accessway" means the land coloured brown on the plan annexed giving access to the Property
- 9) "The Car Park" means the land coloured green on the plan annexed allocated by the Council for the parking of private motor vehicles

B. Any reference to an enactment (whether generally or specifically) shall be construed as a reference to that enactment as amended extended re-enacted or applied by or under any other enactment and shall include all instruments orders plans regulations permissions and directions made or issued or deriving validity from an enactment

2.1 **IN** consideration of the covenants on the part of the Tenant hereinafter contained the Council **HEREBY DEMISES** to the Tenant **ALL THAT** the Property Together with the rights and Subject to the reservations set out in the Schedule to this Lease

TO HOLD the same to the Tenant for a term of **25** years from the 16th October 2011 ("the Term") **YIELDING AND PAYING** during the Term the yearly rent of **One POUND FIFTEEN PENCE** by one instalment in advance on the 16th October in each year the first payment to be made on the signing of this Lease

3. TENANT'S COVENANTS

THE Tenant **HEREBY COVENANTS** with the Council as follows:

RENT

3.1 To pay the rent hereby reserved at the time and in manner aforesaid

OUTGOINGS

3.2.1. To pay all existing and future rates taxes assessments and outgoings whether parliamentary local or otherwise now or hereafter imposed or charged upon or in respect of the Property or the Building or any part thereof or on the Council or the Tenant in respect thereof respectively

3.2.2 To pay on demand a proper proportion of all costs and expenses incurred or payable by the Council in respect of the maintenance and emptying of the cess pit the use of which is common to the Demised Premises and to other premises of the Council

REPAIR AND DECORATION

3.3. Throughout the Term to repair and maintain the Building (including the structure, the foundations, and the services serving the same) and the landlord's fixtures and fittings in good and tenantable repair and condition and decorating the interior and exterior of the Building as often as may in the reasonable opinion be necessary all such repairs and decoration to be done with good quality materials to the reasonable satisfaction of the Council

YIELDING UP

3.4. At the expiration or earlier determination of the Term quietly to yield up the

Property and all additions thereto and improvements thereof and all fixtures of every kind (tenants' fixtures and fittings excepted) in or upon the Property in the same good and tenantable repair in which the Tenant is required to keep the same by the provisions of this Lease

ACCESS OF COUNCIL AND NOTICE TO REPAIR

- 3.5 To permit the Council by their servants or agents to enter upon the Property or any part thereof at all reasonable times upon prior written notice (except in the case of an emergency) to inspect annually the state and condition of the same and thereupon the Council may serve upon the Tenant notice in writing specifying any repairs necessary to be done
- 3.6 Within three months after every such notice as aforesaid to commence to carry out and thereafter diligently proceed to complete all repairs and to make good all defects to the Property as the Tenant is liable to do under the covenants hereinbefore contained **PROVIDED THAT** if the Tenant shall make default in complying with any such notice as aforesaid or in the performance of any of the covenants for or relating to repair or decoration herein contained or in the execution of any works required by the Government or any local or public authority for which it is liable under this lease it shall be lawful for the Council (but without prejudice to the right of re-entry hereinafter contained) to enter upon the Property and execute the requisite repairs decorations and works at the expense of the Tenant in accordance with the covenants and provisions

herein contained and the proper and reasonable costs and expenses of such repairs shall be repaid by the Tenant to the Council on demand as liquidated damages and be recoverable forthwith by action or by distress as if such monies formed part of the rent payable hereunder

ALTERATIONS

- 3.7 Not at any time during the Term without the consent of the Council to make or suffer to be made any alterations which will or may alter the external appearance of the Property

STATUTORY REQUIREMENTS

- 3.8 To execute at their own expense all such works as are or may be under or in pursuance of any statute or otherwise required by the Government or any local or public authority to be executed (other than in respect of such matters as are the liability of the Council under the provisions of this lease) upon or in respect of the Property whether by the owners or tenants thereof
- 3.9 So far as the same are binding on the Tenant not to do or omit or suffer to be done or omitted any matter in contravention of the Statutes Statutory Instruments Rules Orders or Regulations (hereinafter called "Legislation") for the time being in force relating to planning control or affecting the user of the Property or any Orders Directions or Notices made or given thereunder respectively and with all statutory and other provisions and regulations for the time being in force and to indemnify and keep indemnified the Council against all proceedings costs expenses claims and demands in respect thereof

ACCESS TO SERVICES

3.10 Not without the prior consent in writing of the Council to make or permit or suffer to be done anything whereby the access to any pipes wires cables drains sewers watercourses or conduits (hereinafter called “the service media”) which now are or at any time hereafter may be under in or through the Property and which do not exclusively serve the same becomes more difficult or restricted nor to interfere or permit or suffer any interference with the service media

INDEMNITY

3.11.1. To keep the Council at all times duly and effectually indemnified against all liability in respect of any actionable injury or damage caused to any person or property including any property of the Council arising out of the use of the Property for the purposes hereinafter mentioned whether arising by accident or by reason of any negligence or other acts of the Tenant or of any other person for whom the Tenant is responsible

USER

3.12 Not to do or permit or suffer to be done upon the Property anything whereby any policy of insurance against any damage to the Property or in relation to the indemnity contained in Clause 3(11) for the time being subsisting may be invalidated

3.13 Without prejudice to the provisions of clause 3.17.1 to use the Property throughout the Term only as a facility for the use of First Thame Scout Group and the storage of their equipment

- 3.14 Not to use or permit or suffer to be used the Property or any part thereof for any illegal or immoral purpose or for the purpose of carrying on any noxious trade or business nor to do or permit or suffer anything in or upon the Property or any part thereof which is a nuisance or annoyance or which causes damage to the Council or tenants or occupiers of other property in the neighbourhood
- 3.15.1 Not to light or permit or suffer to be permitted the lighting of any fires on the Property
- 3.15.2 Not to use the Property as residential accommodation or to allow persons to sleep in the Property PROVIDED that this shall not prevent the occasional use of the Property for sleeping accommodation which is ancillary to the normal activities of the Tenant and which is at all times under proper supervision
- 3.15.3 Not to store or permit or suffer to be permitted the storage of petroleum spirit or other inflammable liquid on the Property other than in a suitable lockable fire proof container or the tank of any private motor vehicle
- 3.15.4 Not to obstruct by the parking of vehicles or otherwise any part of the Accessway or park any vehicle other than in the Car Park in accordance with the regulations for parking made by the Council from time to time
- 3.15.5 Other than a sign advertising that the Property belongs to the Tenant not to affix or display or permit or suffer to be affixed to or displayed upon any part of the Property so as to be visible from the exterior or on the external walls thereof any advertisement without the prior written consent of the Council

save that the display in the windows of advertisements for a forthcoming Scouting activity shall not be a breach of this clause

3.15.6 Not to permit persons visiting the Demised Premises to park on the adjoining land of the Council

FIRE REGULATIONS

3.16.1 To comply with all reasonable requirements of the Fire Authority relating to the user of the Property

3.16.2 To keep the Property sufficiently supplied and equipped with fire fighting and extinguishing apparatus and appliances as reasonably required from time to time by the Council which apparatus and appliances shall be open to the inspection of and shall be maintained to the satisfaction of the Council

ALIENATION

3.17.1 Subject to the provisions of Clause 3.17.2 not to assign underlet or part with possession of the whole or any part of the Property without the previous written consent by deed of the Council PROVIDED THAT the hiring or subletting of the demised Premises to other educational, charitable, or voluntary organisations or for commercial purposes associated with the local community for periods not exceeding 12 hours in duration on any one occasion shall not be a breach of this clause

3.17.2 If the Tenant or any one of them shall cease to be a Trustee of the First Group of Thame Boy Scout Association they or the survivor or the personal representative of the survivor of them may assign this Lease to any person who for the time being shall have been appointed by the Tenant as a Trustee and within 21 days of such assignment shall give notice to the Council of such

assignment and pay the Council's reasonable costs in connection with such registration

LANDLORD'S COSTS

3.18.1 To pay to the Council all costs charges and expenses (including legal costs and surveyor's fees) which may be incurred by the Council incidental to the preparation and service of Notices under Section 146 of the Law of Property Act 1925 or any statutory modification or re-enactment thereof for the time being in force notwithstanding that forfeiture is avoided otherwise than by relief granted by the Court

INSURANCE

3.19.1 To insure and keep insured in an insurance office of good repute the Property and the Landlord's fixtures and fittings against loss or damage by fire and all other usual insurable risks (including flood storm tempest aircraft or any articles dropped therefrom) for the full reinstatement value together with a sum to cover the cost of preparation of the site including shoring up, debris removal, demolition, site clearance, and any works that may be required by statute and the fees of architects and surveyors who may be employed in such reinstatement and to produce to the Council within 30 days of renewal the policy or policies of such insurance and evidence of payment of the current premium

3.19.2 As often as the Property or any part thereof shall be destroyed or damaged as aforesaid forthwith to cause all monies received by virtue of such insurances to be laid out in rebuilding and reinstating the same in accordance with the plans elevations sections and specifications reasonably approved by and to the reasonable satisfaction of the local authority in accordance with the then

existing legislation and the planning policies of the local authority and in case the same shall be insufficient for that purpose then to make up the deficit out of its own monies

3.19.3 In the event of the Property not being reinstated by reason of the then existing legislation or the planning policies of the local authority preventing the same or for any other reason beyond the control of the Tenant then all monies received by virtue of such insurances shall be placed on deposit and the interest accruing thereon shall belong to the Council and if such frustration or prevention shall continue for a period of three years from the date of damage or destruction then the insurance monies and all interest accrued thereon shall be paid to the Council and Tenant proportionately according to the market values as between willing vendors and purchasers of their respective interests in the Property immediately prior to the date of the damage or destruction

3.19.4 To insure and keep insured in an insurance office of good repute against damage or destruction by fire and such other risks and perils as the Council may reasonably require the fixtures and fittings in or upon the Property and also against third party claims against the Tenant in respect of death of or injury to any person or persons and/or damage to property movable or unmovable arising from the condition of the Property or the user thereof and to produce on request to the Council the receipt for the current year's premium or premiums

LANDLORD'S COVENANTS

4. THE Council HEREBY COVENANTS with the Tenant

QUIET ENJOYMENT

4.1.1 That the Tenant paying the rent hereby reserved and performing and observing the several covenants on their part herein contained shall peaceably hold and enjoy the Property during the Term without any interruption by the Council or any person rightfully claiming under or in trust for them

5. PROVISOS

PROVIDED ALWAYS and it is hereby expressly agreed and declared as follows:-

5.1 Nothing herein contained or implied shall impose or be deemed to impose any restrictions on the user or development of any property not comprised in this Lease or give the Tenant the benefit of or the right to enforce or to prevent the release or modification of any covenant agreement or condition entered into by any tenant or occupier of the Council in respect of property not comprised in this Lease or to prevent or restrict in any way the development of any property not comprised in this Lease AND without prejudice to the generality of the foregoing the Tenant shall not be entitled to any right of access of light or air to the Property which would restrict or interfere with the user of any adjoining or neighbouring land for building or any other purpose

5.2.1 Nothing herein contained or implied shall prejudice or affect the rights powers duties and obligations of the Council in the exercise of its functions as a local authority and the rights powers duties and obligations of the Council under all legislation may be as fully and effectually exercised in relation to the Property as if the Council were not the Landlord of the Property and as if this Lease had not be executed by them but only so far as such rights powers duties and obligations are binding on the Tenant

5.2.2 Any approval or consent given or granted by the Council as Landlord in pursuance of the provisions of this Lease shall not be deemed to be given or granted by it in any other capacity than as Landlord

5.2.3 Except where the provisions of this Lease give an absolute discretion to the Council if any dispute or question whatsoever shall arise between the parties hereto with respect to the construction or effect of this Lease or any Clause or thing contained herein and the rights duties or liabilities of either party under this Lease or otherwise in connection with the Property the matter in difference shall be determined by a single arbitrator in accordance with the Arbitration Act 1996 or any statutory modifications or re-enactment in that behalf for the time being in force

6. **FORFEITURE**

6.1 The Council may at any time re-enter the Property or any part of it in the name of the whole and this Lease shall terminate (but without prejudice to any right of action of either party against the other for prior breach of contract by the Council or the Tenant (as the case may be) hereinafter contained) if :-

6.1.1 the Tenant fails to perform or comply with any of their covenants and, if such failure is capable of being remedied, fails to do so with in a period of two calendar months after written notice of such failure has been given to the Tenant or

6.1.2 the Tenant ceases to exist or shall become moribund with no reasonable likelihood of the provision of scouting activities for the benefit of Thame being continued

7. AGREEMENTS

IT is hereby agreed and declared as follows:-

7.1.1. No liability shall attach to any person named in this Lease as a Tenant in respect of any breach of the Tenant's obligations or any of them which occur at a time after the Term hereby granted has ceased to be vested in such person

7.1.2 The liability of the Tenant under the covenants herein contained and on the part of the Tenant to be performed and observed and the liability under such covenants of its successors in title being trustees or trustee for the time being for the First Thame Scout Group shall be limited to the amount of the assets of the same whether or not in its or their hands but nothing herein contained shall affect any powers or remedies of the Landlord in respect of any breach non performance or non observance of the said covenants except as regards the corporate liability of the Tenant or the liability of any other person being such trustee as aforesaid

8. NOTICES

ANY notice under this Lease shall be in writing and any notice to the Tenant shall be sufficiently served if served upon the Tenant for the time being at the Property or left addressed or sent by Recorded Delivery post to the Tenant and any notice to the Council shall be sufficiently served if delivered to the Clerk for the time being of the Council at the offices of the Council or sent by Recorded Delivery post to the said Clerk

I N W I T N E S S whereof the Council and the Tenant have executed this Deed the day and year first before written

SCHEDULE before referred to

The Rights

1. Full right and liberty for the Tenant and all persons authorised by it (in common with all other persons entitled to a like right) at all times and for all purposes in connection with the permitted user of the Property to pass and repass over and along the Accessway
2. The right to subjacent and lateral support and to shelter and protection from the adjoining land of the Council
3. The right (in common with all other persons entitled to a like right) to free and uninterrupted passage and running of water, soil and electricity to and from the Property through the sewers drains pipes wires and cables which are now or may at any time during a period of 80 years from the date of this Lease be laid in or through the Council's adjoining land
4. Full right and liberty for the Tenant and all persons authorised by it (in common with all other persons entitled to a like right) to park such number of vehicles as shall be agreed from time to time by the Council and the Tenant in the Car Park in connection with the use and enjoyment of the Property pursuant to this Lease

The Reservations

1. Easements rights and privileges over through and in respect of the Property equivalent to those set forth in paragraphs 2, 3 and 4 above
2. Full right and liberty for the Council with authorised surveyors and workmen upon giving three days previous notice in writing at all reasonable times (or in the case of emergency at any time without notice)

to enter the Property for the purpose of carrying out its obligations under
this Lease

3. Full right and liberty for the Council at its absolute discretion to deal as
they may think fit with their adjoining land

THE COMMON SEAL of
THAME TOWN COUNCIL
was affixed in the presence of:-

Councillor

Councillor

Clerk

EXECUTED as a DEED by
ADRIAN HUTSON
in the presence of :-

Witness Signature

Witness Name

Address

EXECUTED as a DEED by
SHELAGH HUTSON
in the presence of :-

Witness Signature

Witness Name

Address

EXECUTED as a DEED by
SIMON SCOWEN
in the presence of :-

Witness Signature

Witness Name

Address

DATED

2013

THAME TOWN COUNCIL

and

TRUSTEES OF THE FIRST THAME SCOUT GROUP

L E A S E

**Relating to
Scout Headquarters, Southern Recreation Ground Thame, Oxfordshire**

HEDLEYS SOLICITORS
6, Bishopsmead Parade, East Horsley
Surrey, KT24 6SR

