

DATED

LEASE

relating to

Clapham Recreation Ground Clapham West Sussex

between

THE TRUSTEES OF CLAPHAM RECREATION GROUND

and

CLAPHAM PARISH COUNCIL

LR1. Date of lease

LR2. Title number(s)

LR2.1 Landlord's title number(s)

WSX378369

LR2.2 Other title numbers

None

LR3. Parties to this lease

Landlord

FRANCIS JOHN WILLIAM MORRIS of South House The Street Clapham Worthing BN13 3UU and **KEITH HANBURY PRESTON** of The Bungalow Clapham Common Worthing BN13 3UR and **CHARLES EDWARD SMITHERS** of Walnut Tree Cottage The Street Clapham Worthing BN13 3UU and **COLIN CLIFFORD TOMKINS** of Willow Corner 7 Woodland Close Clapham Worthing BN13 3XR as Trustees of the Clapham Recreation Ground

Tenant

CLAPHAM PARISH COUNCIL of 71 St Thomas's Road Worthing West Sussex BN14 7JN

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 Property is held by the Landlord in trust for the charity known as Trust for the Parishioners of Clapham Parish a non-exempt and excepted charity, and this lease is not one falling within paragraph (a), (b), (c) or (d) of section 117(3) of the Charities Act 2011, so that the restrictions on disposition imposed by sections 117-121 of that Act apply to the Property.

The Trustees of the Trust for Parishioners of Clapham Parish certify that this disposition has been sanctioned by an order of the Charity Commission dated 17th January 2019.

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

The easements as specified in clause 3 of this lease.

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

None.

THIS LEASE is dated

2019

Parties

(1) **FRANCIS JOHN WILLIAM MORRIS** of South House The Street Clapham Worthing BN13 3UU and **KEITH HANBURY PRESTON** of The Bungalow Clapham Common Clapham Worthing BN13 3UR and **CHARLES EDWARD SMITHERS** of Walnut Tree Cottage The Street Clapham Worthing BN13 3UU and **COLIN CLIFFORD TOMKINS** of Willow Corner 7 Woodland Close Clapham Worthing BN13 3XR as Trustees of the Clapham Recreation Ground (**Landlord**)

(2) **CLAPHAM PARISH COUNCIL** of 71 St Thomas's Road Worthing West Sussex BN14 7JN (**Tenant**)

Agreed terms

1. Interpretation

The following definitions and rules of interpretation apply in this lease.

1.1 Definitions:

Act of Insolvency:

- 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;
- b) the making of an application for an administration order or the making of an administration order in relation to the Tenant;
- 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;
- d) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant;
- e) the commencement of a voluntary winding-up in respect of the Tenant, 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;

- f) the making of a petition for a winding-up order or a winding-up order in respect of the Tenant;
- g) the striking-off of the Tenant from the Register of Companies or the making of an application for the Tenant to be struck-off;
- h) the Tenant otherwise ceasing to exist (but excluding where the Tenant dies); or
- i) the making of an application for a bankruptcy order, the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant.

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 (*SI 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 incorporated or domiciled in such relevant jurisdiction.

Annual Rent: a peppercorn (if demanded).

Children's Play Area: the children's play area to be provided in accordance with Clause 22.

Contractual Term: a term of 21 years beginning on, and including the date of this lease and ending on, and including 2040.

Default Interest Rate: 4% per annum above the Interest Rate.

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

Landlord's Neighbouring Property: each and every part of the adjoining and neighbouring property in which the Landlord has an interest known as part of Clapham Recreation Ground and is the remainder of the land registered at HM Land Registry with title number WSX378369 and coloured yellow on the Plan.

Permitted Use: a publicly accessible recreation ground for the benefit of the parishioners of Clapham parish with the land coloured blue specifically as a children's play area.

Property: the land on the south side of the Street Clapham West Sussex BN13 3UU as shown edged red on the attached plan and being part of the land known as Clapham Recreation Ground.

Rent Payment Date: the day of the year the Lease is executed.

Reservations: all of the rights excepted, reserved and granted to the Landlord by this lease.

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

Third Party Rights: all rights, covenants and restrictions affecting the Property including the matters referred to at the date of this lease in the property register and charges register of title number WSX378369.

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

VATA 1994: Value Added Tax Act 1994.

A reference to this **lease**, except a reference to the date of this lease or to the grant of this lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.

A reference to the **Landlord** includes a reference to the person entitled to the immediate reversion of this lease. A reference to the **Tenant** includes a reference to its successors in title.

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.

Each of the expressions **landlord covenant** and **tenant covenant** has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.

Unless the context otherwise requires, a reference to the **Property** is to the whole and any part of it.

A reference to the **term** is to the Contractual Term.

A reference to the **end of the term** is to the end of the term however it ends.

References to the **consent or approval** of the Landlord are to the consent or approval of the Landlord given in accordance with clause **Error! Reference source not found.**

A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

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.

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.

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.

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.

A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

A reference to **writing** or **written** does not include fax or email.

Unless the context otherwise requires, references to clauses are to the clauses of this lease.

Clause headings shall not affect the interpretation of this lease.

Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

Grant

2.1 The Landlord lets with limited title guarantee the Property to the Tenant acting pursuant to section 9 of the Open Spaces Act 1906 for the Contractual Term.

2.2 The grant is made together with the ancillary rights set out in clause 3, excepting and reserving to the Landlord the rights set out in clause 4, and subject to the Third Party Rights.

2.3 The grant is made with the Tenant paying the following as rent to the Landlord:

- (a) The Annual Rent and all VAT in respect of it;
- (b) all interest payable under this lease; and
- (c) all other sums due under this lease.

3 Ancillary rights

3.1 Except as mentioned in this clause 3, 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 Law of Property Act 1925 does not apply to this lease.

3.2 The Landlord grants the Tenant the following rights ("the Rights"):

- (a) the right to enter onto the Landlord's Neighbouring Property so far as is reasonably necessary to carry out any works to the Property required or permitted by this lease;
- (b) the right of access and egress on foot over the path through the gate of the Landlord's Neighbouring Property shown hatched green on the Plan and
- (c) the right of support and protection from the Landlord's Neighbouring Property to the extent that those rights are capable of being enjoyed at any time during the term.

3.3 The Rights are granted in common with the Landlord and any other person authorised by the Landlord.

3.4 The Rights are granted subject to the Third Party Rights and the Tenant shall not do anything that may interfere with any Third Party Rights.

3.5 The Tenant shall exercise the Rights only in connection with its use of the Property for the Permitted Use and in accordance with any regulations made by the Landlord as mentioned in clause 3.6.

3.6 The Tenant shall observe all regulations made by the Landlord from time to time in accordance with the principles of good estate management and which are notified to the Tenant relating to the use of the Landlord's Neighbouring Property.

3.7 In relation to the Rights mentioned in this clause 3 the Tenant shall cause as little inconvenience and damage to the Landlord's Neighbouring Property and the other tenants and occupiers of the Landlord's Neighbouring Property as is reasonably practicable and shall promptly make good (to the reasonable satisfaction of the Landlord) any damage caused to the Landlord's Neighbouring Property by reason of the Tenant exercising that Right.

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:

- (a) rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the term;
- (b) the right to use and to connect into Service Media at the Property which are in existence at the commencement of the Contractual Term or which are installed or constructed during the Contractual Term;
- (c) at any time during the term the full and free right to develop the Landlord's Neighbouring Property and any neighbouring or adjoining property in which the Landlord acquires an interest during the term as the Landlord may think fit;
- (d) the right to enter into any new wayleave agreement, easement, contract or licence that may affect the Property along with the right to authorise agents of the grantee to enter the Property

with or without vehicles, plant and machinery and carry out works on the Property, at the grantee's or Landlord's cost, which may be required under those agreements and the right to receive the rents or other payments due under any current or future wayleave agreement, easement, contract or licence relating to the Property;

- (e) 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;
- (f) the exclusive right to all treasure or archaeological artefacts discovered on the Property; and
- (g) 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:

- (a) to repair, maintain or replace any Service Media or structure relating to any of the Reservations; and
- (b) for any other purpose mentioned in or connected with:
 - (i) this lease;
 - (ii) the Reservations; and
 - (iii) 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 In relation to the Rights mentioned in this clause 4 the Landlord shall cause as little inconvenience and damage to the Property as is reasonably practicable and shall promptly make good (to the reasonable satisfaction of the Tenant) any damage caused to the Property by reason of the Landlord exercising those Rights.

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

- (a) physical damage to the Property; or
- (b) any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.

5 Third Party Rights

5.1 The Tenant shall comply with all obligations on the Landlord relating to the Third Party Rights (insofar as those obligations relate to the Property) and shall not do anything (even if otherwise permitted by this lease) that may interfere with any Third Party Right.

5.2 The Tenant shall allow the Landlord and any other person authorised by the terms of the Third Party Right to enter the Property in accordance with its terms.

6 The Annual Rent

The Tenant shall pay the Annual Rent (if demanded) on or before the Rent Payment Date.

7 Rates and taxes

7.1 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, except:

- (a) any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; or
- (b) 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.

7.2 If any rates, taxes or other impositions and outgoings are payable in respect of the Property together with other property, the Tenant shall pay a fair proportion of the total.

7.3 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.

7.4 If, after the end of the term, the Landlord loses rating relief (or any similar relief or exemption) because it has been allowed to the Tenant, then the Tenant shall pay the Landlord an amount equal to the relief or exemption that the Landlord has lost.

8 Public Liability Insurance

8.1 The Tenant covenants with the Landlord to hold public liability insurance in a sum not less than five million pounds (£5,000,000.00) for any one occurrence or series of occurrences arising out of the same event and shall indemnify the Landlord against all proceedings, costs, claims and expenses arising out of the exercise of the lease hereby granted.

8.2 The Tenant shall provide evidence of such public liability insurance required under clause 8.1 of this lease to the Landlord upon request.

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 If any of those costs are payable in relation to the Property together with other property, the Tenant shall pay a fair proportion of all those costs.

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

10 Common items

10.1 The Tenant shall pay the Landlord on demand a fair proportion of all costs payable for the maintenance, repair, lighting, cleaning and renewal of all service media, structures and other items used or capable of being used by the Property in common with other property.

10.2 The Tenant shall comply with all reasonable regulations the Landlord may make from time to time in connection with the use of any of those Service Media, structures or other items.

11 VAT

11.1 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.

11.2 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 VATA 1994.

12 Default Interest and Costs

12.1 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 beginning on the due date to and including the date of payment.

12.2 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 beginning on the date the amount (or each part of it) became due until the date it is accepted by the Landlord.

13 Costs

13.1 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:

- (a) the enforcement of the tenant covenants of this lease;
- (b) 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;
- (c) serving any notice in connection with this lease under section 17 of the Landlord and Tenant (Covenants) Act 1995;
- (d) the preparation and service of a schedule of dilapidations in connection with this lease;
- (e) any consent or approval applied for under this lease, whether or not it is granted (unless the consent or approval is unreasonably withheld by the Landlord in circumstances where the Landlord is not unreasonably to withhold it);
- (f) the grant of this lease up to a maximum of £ 1,500.00 including VAT and disbursements.

13.2 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 except in relation to clause 13.1(f).

14 Set-off

The Annual Rent and all other amounts due under this lease shall be paid by the Tenant in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

15 Registration of this lease

15.1 Promptly following the grant of this lease, the Tenant shall apply to register this lease at HM Land Registry. The Tenant shall ensure that any requisitions raised by HM 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.

15.2 The Tenant shall not:

- (a) apply to HM Land Registry to designate this lease as an exempt information document;

- (b) object to an application by the Landlord to HM Land Registry to designate this lease as an exempt information document; or
- (c) apply for an official copy of any exempt information document version of this lease.

16 No dealings

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.

17 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 HM 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.

18 Repairs

- 18.1 The Tenant shall keep the Property (including for the avoidance of doubt all gates giving access to and egress from the Property) clean and tidy and in good and substantial repair and condition.
- 18.2 The Tenant shall keep in good repair and shall maintain and (if funds permit) improve all fences, gates, paths, seats (including that surrounding the Memorial Chestnut), the Tenant's notice boards and approved rubbish bins and dog waste bins.
- 18.3 The Tenant shall cut the grass at least once fortnightly during the growing season and the grass must be kept free from scrub, undergrowth, litter and rubbish.
- 18.4 The Tenant shall keep all trees shrubs and hedges properly tended pruned and trimmed as appropriate keeping all boundaries clear of overhanging vegetation, undergrowth and scrub and must clear away all fallen leaves and burn all fallen trees branches and rubbish or remove it from the Property as often as is reasonably necessary. The Tenant shall not without the Landlord's prior written approval cut, lop, fell or remove any trees or hedges on the Property.
- 18.5 The Tenant shall maintain and keep in good condition the Memorial Chestnut and all other trees both within and on the boundary of the Property, including any arboricultural works that prove necessary, and acquire and plant any replacements that prove necessary.
- 18.6 The Tenant shall install boundary markers to delineate the southern boundary in agreement with the Landlord and shall install a fence on or near to the southern boundary as and when funding allows in accordance with the specification to be agreed with the Landlord.

18.7 The Tenant shall repair and maintain the boundary features marked with an inward 'T' on the plan. No boundary feature shall be erected on the boundaries marked with an outward 'N' as access must be freely available from and to the Property to the Landlord's Neighbouring Property.

19 Alterations

19.1 The Tenant shall not make any alteration or addition to the Property and shall not make any opening in any boundary structure of the Property without the consent of the Landlord.

19.2 The Tenant shall not install any Service Media on the Property nor alter the route of any Service Media at the Property without the consent of the Landlord.

19.3 The Tenant shall not erect any building or other structure on the Property other than as permitted under clause 22.7.

20 Signs

20.1 In this clause **Signs** include signs, fascia, placards, boards, A-boards, posters and advertisements.

20.2 The Tenant may install such Signs as they may deem necessary having obtained all necessary statutory consents in advance.

20.3 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.

20.4 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.

21 Returning the Property to the Landlord

21.1 At the end of the term the Tenant shall return the Property to the Landlord in the repair and condition required by this lease.

21.2 If the Landlord gives the Tenant notice, the Tenant shall remove items it has fixed to the Property, remove any alterations it has made to the Property and make good any damage caused to the Property by that removal.

21.3 At the end of the term, the Tenant shall if required by the Landlord remove from the Property all chattels belonging to or used by it.

21.4 The Tenant irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels or items it has fixed to the Property and which have been left by the Tenant on the Property for more than ten working days after the end of the term. The Landlord shall not be liable to the

Tenant by reason of that storage or disposal. The Tenant shall indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

22 Use

22.1 The Tenant shall not use the Property for any purpose other than the Permitted Use and must not carry on any trade business or profession in or from the Property.

22.2 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.

22.3 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.

22.4 The Tenant shall not do anything to or on the Property that invalidates or may invalidate, in whole or part, any insurance effected by the Landlord in respect of the Property or the Landlord's Neighbouring Property.

22.5 The Tenant shall not permit any trespass on the Property.

22.6 The Tenant will at all times permit and allow the public free and unrestricted access to the Property for recreational purposes and access by the public shall at all times be free of charge and no money shall be demanded or received by the Tenant in respect of any use or enjoyment of the same by any person whomsoever without the consent in writing of the Landlord first having been obtained.

22.7

(a) The Tenant shall be permitted to provide a Children's Play Area, or to permit others to do so, to lie within the area shown coloured blue on the Plan with associated equipment, ground surface, fencing and disabled access path the plans and specification of all of which must meet or exceed applicable standards and must (if legally required) be approved by the Local Planning Authority and the Landlord and be completed to the Local Planning Authority's and Landlord's satisfaction.

(b) If such a play area is provided the Tenant shall thereafter carry out regular inspections by a suitably qualified inspector of the Children's Play Area, maintain the equipment, surfaces and boundaries thereof to the appropriate standards and replace and renew or remove these as advised by the inspector.

22.8 The Tenant shall not allow motor vehicles or parking on the land other than for emergency or maintenance purposes. If the access or parking is to last for more than one day, the Tenant must first obtain the Landlord's approval in writing.

23 Compliance with laws

23.1 The Tenant shall comply with all laws and statutory requirements relating to:

- (a) the Property and the occupation and use of the Property by the Tenant;
- (b) the use or operation of all Service Media serving the Property whether or not used or operated;
- (c) any works carried out at the Property; and
- (d) all materials kept at or disposed from the Property.

23.2 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.

23.3 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:

- (a) send a copy of the relevant document to the Landlord; and
- (b) 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.

23.4 The Tenant shall not apply for any planning permission for the Property (other than may be necessary for the Children's Play Area).

23.5 As soon as 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.

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:

- (a) immediately inform the Landlord and shall give the Landlord notice of that encroachment or action; and
- (b) 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:

- (a) immediately inform the Landlord and shall give the Landlord notice of that action; and
- (b) take all steps (including any 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 its condition and state of repair 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 or their respective workers, contractors or agents or any other person on the Property with the actual or implied authority of any of them.

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:

- (a) any rent or other charge invoiced to the Tenant is unpaid 21 days after becoming payable;
- (b) any material breach of any condition of, or tenant covenant in, this lease;
- (c) 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.

29 Joint and several liability

29.1 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.

29.2 The obligations of the Tenant arising by virtue of this lease are owed to the Landlord and the obligations of the Landlord are owed to the Tenant.

29.3 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.

30 Entire agreement

30.1 This lease constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.

30.2 Each party acknowledges that in entering into this lease it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently).

30.3 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.

30.4 Nothing in this clause shall limit or exclude any liability for fraud.

31 Notices, consents and approvals

31.1 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:

- (a) in writing and for the purposes of this clause an email or fax is not in writing; and
- (b) given by hand or by pre-paid first-class post or other next working day delivery service at for the Landlord care of the Secretary Sally Morris at South House The Street Clapham Worthing BN13 3UU and the Tenant care of Mr D Porter Clerk to the Clapham Parish Council of 71 St Thomas's Road Worthing West Sussex BN14 7JN or such other address as one party shall notify the other in writing.

31.2 If a notice complies with the criteria in clause 31.1, whether or not this lease requires that notice to be in writing, it shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address; or
- (b) if sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting.

31.3 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.

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

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

- (a) it is being given in a case of emergency; or
- (b) this lease expressly states that the approval need not be in writing.

31.6 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 for the Tenant to obtain any consent or approval from a third party.

32 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.

33 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).

34 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.

35 Exclusion of Sections 24-28 of the Landlord and Tenant Act 1954 (the LTA)

35.1 The parties confirm that:

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, before this lease was entered into;

the Tenant made a statutory declaration dated _____ in accordance with the requirements of section 38A(3)(b) of the LTA 1954; and

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 Charity provisions

The Property is held by the Landlord in trust for Parishioners of Clapham Parish a non-exempt and excepted charity, and this Lease is not one falling within paragraph (a), (b), (c) or (d) of section 117(3) of the Charities Act 2011, so that the restrictions on disposition imposed by sections 117-121 of that Act apply to the Property.

The Trustees of the Trust for Parishioners of Clapham Parish certify that this disposition has been sanctioned by an order of the Charity Commission dated 17 January 2019.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SIGNED AS A DEED by the said

FRANCIS JOHN WILLIAM MORRIS

In the presence of:-

SIGNED AS A DEED by the said

KEITH HANBURY PRESTON

In the presence of:-

SIGNED AS A DEED by the said

CHARLES EDWARD SMITHERS

In the presence of:-

SIGNED AS A DEED by the said

COLIN CLIFFORD TOMKINS

In the presence of:-

EXECUTED AS A DEED

On behalf of **CLAPHAM PARISH COUNCIL**

Councillor

Councillor