

DATED

2024

BEMBRIDGE PARISH COUNCIL

BEMBRIDGE VILLAGE HALL MANAGEMENT COMMITTEE

LEASE

of

Bembridge Village Hall
High Street, Bembridge,
Isle of Wight

Roach Pittis Solicitors Limited
60-66 Lugley Street
Newport
Isle of Wight
PO30 5EU
Tel: 01983 524431
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PRESCRIBED CLAUSES

LR1.	Date of lease	
LR2.	Title number(s) LR2.1 Landlord's title number(s) LR2.2 Other title numbers	IW47967
LR3.	Parties to this lease Lessor Lessees Other Parties	BEMBRIDGE PARISH COUNCIL of 5 Forelands Road, Bembridge, Isle of Wight PO35 5XN BEMBRIDGE VILLAGE HALL MANAGEMENT COMMITTEE of 14 High Street, Bembridge, Isle of Wight PO35 5SD
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.	Bembridge Village Hall
LR5.	Prescribed statements etc.	As set out herein
LR6.	Term for which the Property is leased	25 years
LR7.	Premium	Nil
LR8.	Prohibitions or restrictions on disposing of this lease	Clauses 3 and 4
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. LR9.2 Tenant's covenant to (or offer to) surrender this lease.	None Clauses 4 and 7
LR10.	Restrictive covenants given in this lease by the Landlord in respect of land other than the Property.	
LR11.	Easements LR11.1 Easements granted by this lease for the benefit of the Property	Clause 10

	LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property	None
LR12.	Estate rentcharge burdening the Property.	Not applicable
LR13.	Application for standard form of restriction.	Not applicable
LR14.	Declaration of trust where there is more than one person comprising the Tenant.	Not applicable
	The Tenant is more than one person. They are to hold the Property on trust for themselves as joint tenants	Not applicable
	or	
	The Tenant is more than one person. They are to hold the Property on trust for themselves as tenants in common in equal shares.	Not applicable
	or	
	The Lessor/Lessee is more than one person. They are to hold the Property on trust	Charity Trustee
	[COMPLETE AS NECESSARY]	
	H.M. LAND REGISTRY LAND REGISTRATION ACTS 2002	
	County and District:	Isle of Wight Title Number: IW479967

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THIS LEASE is dated

2024

PARTIES:

- (1) **BEMBRIDGE PARISH COUNCIL** whose address for service will be care of its properly appointed Clerk presently situated at 5, Foreland Road, Bembridge, Isle of Wight, PO35 5XN (**"the Lessor"**);
- (2) **BEMBRIDGE VILLAGE HALL MANAGEMENT COMMITTEE** of 14 High Street, Bembridge, Isle of Wight PO35 5SD as constituted under the Deed of Trust defined below (**"the Lessees"**).

OPERATIVE PROVISIONS

1. Definitions interpretation and trust confirmation

1.1. In this Lease:

"Charity"	means Bembridge Village Hall Management Committee registered under charity number 1092424.
"Charity's Assets"	means all assets of the Charity which are for the time being vested in the Management Committee as charity trustees of the Charity.
"Deed of Trust"	means the Deed of Trust dated 7 th January 2002 and a Supplementary Trust Deed dated 18 th May 2002 copies of which are annexed herein by the Lessor as subsequently amended from time to time in accordance with its provisions in relation to the holding of title to this Lease.
"Custodian Trustees"	means the Lessor and any other custodian trustee from time to time appointed by the Charity in accordance with the Deed of Trust in relation to the holding title to this Lease.
"Insured Risks"	means loss or damage by fire (including riot fire), lightning, explosion, earthquake, landslip, storm flood, bursting and overflowing of water pipes, tanks and other apparatus, impact by aircraft or other aerial devices or articles dropped therefrom, impact by road vehicles, theft and damage by malicious persons and vandals.
"Lessees' obligations"	means all obligations of the Lessees the Charity and the members of the Management Committee under any covenant or any other term of this Lease and all implied obligations of the Lessees, the Charity and of the members of the management committee under this Lease.
"Management Committee"	means the management committee of the Charity or otherwise the persons from time to time having the general control and management of the administration of the Charity.

“Official Custodian”	means the officer appointed pursuant to Section 2 of the Charities Act 1993 whose function it shall be to act as trustee for charities in relation to the holding of title to land.
“Premises”	means the building known as Bembridge Village Hall described in the Schedule and shown on the plan attached and the condition of which so evidenced by the photographs bound within.
“Public Toilets”	within the Premises and referred to in the Third Schedule.
“Easements”	as set out in Clause 10.

- 1.2. The Lessor hereby declares itself Custodian Trustee of the Charity and will accordingly hold the Premises in trust for the Charity on the trusts declared by the Deed of Trust. The Lessees enter into this Lease as the agents of and attorneys for the Charity and the Management Committee.
- 1.3. In this Lease:
- 1.3.1. the Clause headings are inserted for convenience only and shall not affect the construction of this Lease;
 - 1.3.2. words denoting the singular shall include the plural and vice versa;
 - 1.3.3. words denoting one gender shall include each gender and all genders;
 - 1.3.4. references to persons shall be deemed to include references to natural persons, to firms, to partnerships, to bodies corporate, to associations, and to trusts (in each case whether or not having separate legal personality).
- 1.4. Words and phrases having statutory definitions shall, where appropriate, be construed as having the same respective meanings in this Lease.
- 1.5. Reference in this Lease to any statute or statutory provisions includes a reference to:
- 1.5.1. that statute or statutory provisions as from time to time amended, extended or re-enacted or consolidated; and
 - 1.5.2. all statutory instruments or orders made pursuant to it.
- 1.6. Wherever in this Lease the Lessees require the approval of the Lessor, such approval shall not be unreasonably withheld or delayed by the Lessor but shall be in writing.

2. Lease

The Lessor hereby demised to the Lessees the Premises **TO HOLD** the same unto the Lessees from the day of 2024 for the term of twenty five (25) years upon and subject to the terms and covenants contained in this Lease paying to the Lessor the yearly rent of Fifty-Two Pounds (£52) (subject to review pursuant to the rent review provisions of clause 14 (“the Principal Rent”)) to be paid by half-yearly payments on the first day of September and first day of March in each year provided that there is reserved out of this Lease the right of the Lessor and its agents to enter any part of the Premises with or without workmen and all necessary equipment to repair, inspect, maintain, reinstate or otherwise attend to any part of the Premises as can only be reasonably reached by so doing

provided that this right shall only be exercised upon giving of seven days' notice (except in cases of emergency) and the causing of as little damage as possible to the Premises and the making good of any damage caused without unnecessary delay at the cost of the Lessor.

3. Lessors Covenants

The Lessors covenant with the Lessees as follows:

- 3.1. to permanently maintain a public toilet facility adjacent to the Premises and be solely responsible for upkeep, maintenance and repair and ensure that such public toilets are cleaned and maintained to acceptable hygiene standards at all times;
- 3.2. the Lessors will be responsible for upkeep, maintenance and repair of the exterior of the Premises including the roof, structure, foundations, joists, supports and slabs below the floor covering and above the plaster on the ceiling, together with the windows and the external areas and pathways around the Premises and the boundary fencing;
- 3.3. the Lessors shall keep the Premises fully comprehensively insured against the Insured Risks to their full reinstatement value with a reputable Insurance Company and to produce to the Lessees on request a receipt for the current years premium or premiums and produce a copy of the current schedule of cover.

4. Rent and Lessees' covenants

The Lessees covenant with the Lessor as follows:

- 4.1. to pay the yearly rent at the times and in the manner aforesaid without any deduction;
- 4.2. to pay all existing and future rates, taxes, assessments, charges, duties and outgoings payable by law in respect of the Premises by either the owner or the occupier thereof;
- 4.3. to promote the use and enjoyment of the Premises as a Village Hall providing community facilities for the benefit of the use of the public at large as set out in the Deed of Trust;
- 4.4.
 - 4.4.1. to keep in repair, subject to fair wear and tear, the interior of the Premises and all fixtures and additions thereon and to yield up the same in such repair at the end of the tenancy provided that this covenant shall not oblige the Lessee to put the Premises into any better condition than they are now in as evidenced by the photographic schedule contained in the Second Schedule;
 - 4.4.2. to permit the Lessors and their duly authorised agents with or without workmen and others at all reasonable times of the day (upon reasonable notice save in the case of emergency) to enter upon the demised premises and upon any addition thereto to examine the conditions of the same and to ascertain that there has been and there is no breach or non-compliance by the Lessees of or with their several covenants herein contained and further if the Lessor shall serve upon the Lessees notice in writing specifying the repairs and works necessary to be done by the Lessees in order to comply with their covenants herein contained and the Lessees shall within twenty eight days after the service of such notice proceed diligently with the execution of such repairs and works to permit the Lessor or their duly authorised agents to enter upon the Premises with or without workmen and others and execute such repairs the cost whereof

shall be a debt due from the Lessees to the Lessor and be forthwith recoverable by action;

- 4.5. not to make any structural or other alterations or any additions to the Premises PROVIDED THAT the Lessee may make non-structural alterations to the interior of the Premises with the Landlord's written consent, not to be unreasonably withheld or delayed;
- 4.6. not to assign, charge, underlet or part with the possession of any part of the Premises without the prior written consent of the Lessor (such consent not to be unreasonably withheld or delayed) provided that:
 - 4.6.1. the Lessees are permitted to provide to third parties facilities for the use of any part of the Premises (whether by way of hire, occupational licence or otherwise) for purposes consistent with the use of the Premises permitted under this Lease provided that no relationship of the Landlord and tenant is thereby created;
 - 4.6.2. the Lessees are permitted (but only in accordance with written terms which shall be subject to the Lessor's approval) to allow a connected body, by way of occupational licence or otherwise, to provide services or facilities (including but without limitation the operation of a bar or catering facilities) within the Premises where the provision of such services or facilities by the Lessees would not be a breach of the terms of this Lease and always subject to the Lessees ensuring that where applicable the necessary Licences are procured from the Local Authority;
- 4.7. the following are connected bodies for the purpose of sub-clause 4.6.2:
 - 4.7.1. any unincorporated association in respect of which the management committee or persons nominated by them retain the majority of voting rights at a general meeting;
 - 4.7.2. any corporate body in which the management committee or persons nominated by them hold the majority of voting rights;
- 4.8. nothing herein contained shall prevent the Lessees from vesting their interest in the Premises and this Lease in the Official Custodian;
- 4.9. not to keep or permit or suffer to be kept on the Premises any dangerous, explosive or inflammable materials, or any materials which constitute an unreasonable nuisance to the Lessees or occupiers of other parts of the building (if any) of which the Premises form part, or of property in the neighbourhood;
- 4.10. not to place or permit or suffer to be placed upon the Premises anything which shall in the reasonable opinion of the Lessor be likely to cause structural instability to the Premises;
- 4.11. to produce to the Lessor a copy of all statutory or other Notices served upon them or to the Premises immediately such is received.

5. **Quiet enjoyment**

The Lessor covenants with the Lessees that the Lessees shall peaceably and quietly possess and enjoy the Premises during the term hereby granted without any interruption from or by the Lessor or any person or persons rightfully claiming through, under or in trust for it.

6. **Forfeiture**

The Lessor may at any time re-enter the Premises or any part thereof 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 Lessor or the Lessees (as the case may be) hereinbefore contained) if:

- 6.1. any rent remains unpaid for twenty one days after becoming payable (whether formally demanded or not); or
- 6.2. the Lessees fail to perform or comply with any of their covenants and, if such failure is capable of being remedied, fails to do so within a period of six months after written notice of such failure has been delivered by the Lessor to the Lessees and the Charity; or
- 6.3. the charity becomes insolvent or if the Charity shall make any assignment or composition for the benefit of the Charity's creditors or have a receiver appointed or suffer any distress or process of execution to be levied upon goods of the Charity; or
- 6.4. the Charity ceases to exist or shall become moribund with no reasonable likelihood of the objects of the Charity being continued.

7. Determination

The Lessees may at any time terminate this Lease by giving to the Lessors not less than three months' notice in writing. Any such termination is without prejudice to any claim by either party against any other party in respect of any breach under this Lease.

8. Notices

Any notice to be given under this Lease shall either be delivered personally or sent by first class recorded delivery post. The address for service of each party and of the Charity and any member of the management committee shall be the address stated herein or any other address for service previously notified to the Lessor or (in the absence of such notification) his last known address. A notice shall be deemed to have been served as follows:

- 8.1. if personally delivered, at the time of delivery;
- 8.2. if posted at the expiration of 48 hours after the envelope containing the same was delivered into the custody of the Post office; and
- 8.3. in proving such service it shall be sufficient to prove that personal delivery was made, or that the envelope containing such notice was properly addressed and delivered into the Post Office as a prepaid first class recorded delivery letter.

9. Limitation of liability

It is hereby agreed and declared:

- 9.1. no liability shall attach to any person named in this Lease as a Lessee in respect of any breach of the Lessees' obligations or any of them which occur at a time after the term hereby granted has ceased to be vested in such person;
- 9.2. the liability of the Lessees or any member of the management committee in respect of any breach of the Lessees' obligations or any of them shall be limited in amount to the realised value of the Charity's Assets and nothing contained in this Lease shall entitle the Lessor to pursue, exercise or enforce any right or remedy in respect of any such breach against the personal estate, property, effects or assets of any person or persons from time to time comprising the Lessees or being a member of the

management committee or against any assets for the time being vested in such person which do not form part of the Charity's Assets;

- 9.3. the liability of the Lessees and of the members of the management Committee to observe and perform the Lessees' obligations and their liability in respect of any breach of the Lessees' obligations or any of them shall be joint only and not several.

10. Easements

The right of way on foot only for the Lessees and all those so authorised by them of access to and egress from the High Street, Bembridge to the Premises at all times and for all purposes **EXCEPTING AND RESERVING** unto the Lessor and all those so authorised by them a similar right of way at all times to the Premises and the Public Toilets.

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

12. Indemnity

The Lessor shall keep the Lessee indemnified against all liabilities, expenses, costs (including, but not limited to, any solicitors' or other professionals' costs and expenses), claims, damages and losses suffered or incurred by the Lessee arising out of or in connection with any failure by the Lessor to observe the covenants set out in Schedule 1 to the Deed of Covenant dated 24th September 2019 between the Isle of Wight Council (1) and Bembridge Parish Council (2) and separately to indemnify the Lessee in relation to the Deed of Covenant dated 2024 and made between the Lessee (1) and the Isle of Wight Council (2).

13. Charities Act 2011

- 13.1 The Property will, as a result of this lease be held by (or in trust for) Bembridge Village Hall Management Committee, a non-exempt charity, and the restrictions on disposition imposed by sections 117 to 121 of the Charities Act 2011 will apply to the land (subject to section 117(3) of that Act).

- 13.2 The Lessee hereby requests the Registrar to enter the following restriction on the title:

"No disposition by the proprietor of the registered estate to which sections 117-121 or section 124 of the Charities Act 2011 applies is to be registered unless the instrument contains a certificate complying with section 122(3) or section 125(2) of that Act as appropriate."

14. Rent Review

- 14.1 The Principal Rent is to be reviewed on every fifth year of the Term hereby granted ("the rent review date").

- 14.2 On the rent review date, the Principal Rent is to become the new Principal Rent but only if that is higher than the rent payable immediately before that date and the new Principal Rent shall be determined by multiplying the Principal Rent by the All Items Retail Prices Index published by the Office of National Statistics (or any successor department) (the "Index") for the month preceding the relevant review date and then dividing the result by the Index for the month preceding the date of this Lease. If after the date of this Lease the Index is calculated by reference to a different base figure then the rent shall be reviewed as if that change had not occurred. Only if publication of the Index is discontinued, shall the remaining rent review clauses below apply.

- 14.3 The new Principal Rent may be agreed between the Landlord and the Tenant or (in the absence of agreement) determined by an Independent Expert nominated on an application

made not earlier than three months before the relevant review date nor more than nine months thereafter (time not being of the essence) as that which a willing tenant would pay for the Property on the open market if let to him on the relevant rent review date by a willing landlord on a lease on the same terms as this Lease (disregarding the rent actually payable under this Lease but including this provision as to review) without any premium and for a period equal in length to the remainder of the Term (but excluding any contractual right of either party to effect an earlier termination) assuming that at that date:

- 14.3.1 The Property is vacant and has not been occupied by a tenant or any subtenant and is fit and available for immediate occupation and use.
- 14.3.2 The Property is in the condition required by the lease and any damage caused by any of the Insured Risks has been made good.
- 14.3.3 The tenant's covenants have been fully performed and observed.
- 14.3.4 The Property may be used for any purpose permitted by the lease as varied or extended by any licence granted pursuant thereto.
- 14.3.5 Any rent free period that might be granted on a new letting to an incoming tenant is limited to a reasonable period for the tenant to fit out the Property.

and disregarding:

- 14.3.6 Any effect on rent of the fact that the tenant or any subtenant is in occupation of the Property (or any neighbouring property).
- 14.3.7 Any goodwill attached to the Property (or any neighbouring property) by reason of the personality or way in which the business is carried out by the tenant or any subtenant.
- 14.3.8 Any increase in rental value attributable to any improvement to the Property carried out:
 - 14.3.8.1 By or at the expense of the tenant or any subtenant or their respective predecessors in title, and
 - 14.3.8.2 During the lease or the term of any prior lease (so long as the landlord or its predecessors in title have not since the improvement was carried out had vacant possession of the Property), and
 - 14.3.8.3 With consent where required, and
 - 14.3.8.4 Other than pursuant to an obligation owed to the landlord (or its predecessor in title) (except obligations arising from any Public Requirement).

14.4 A memorandum of the new Principal Rent is to be signed by the Landlord and the Tenant.

14.5 If the new Principal Rent is agreed or determined after the relevant rent review date the Tenant shall continue to pay the Principal Rent and on the next rent day after agreement or determination an adjustment shall be made reflecting the difference between the old and the new Principal Rent since the review date and interest shall be paid on that difference at 4% below the Interest Rate.

IN WITNESS this Lease has been executed as a Deed and has been delivered upon its dating

**FIRST SCHEDULE
(hereinbefore referred to)**

The Premises

The building situate at High Street, Bembridge, Isle of Wight and known as Bembridge Village Hall as the same is registered at H. M. Land Registry as part of Title Number IW47967 with absolute freehold title and edged red on the Plan attached.

SECOND SCHEDULE
(Photographic Schedule of Condition referred to in Clause 4.4)

As shown on the photographs bound within

**THIRD SCHEDULE
(Public Toilets)**

The position of the Public Toilets as shown coloured yellow on the Plan annexed hereto

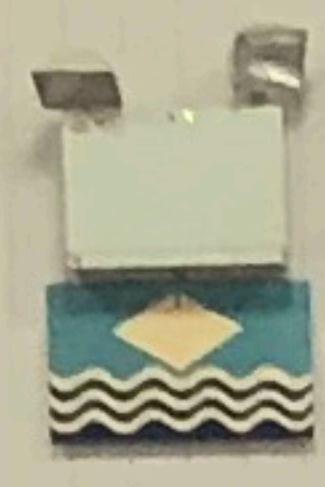








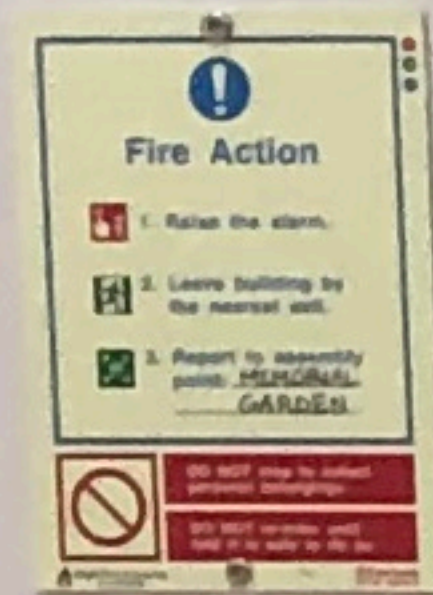
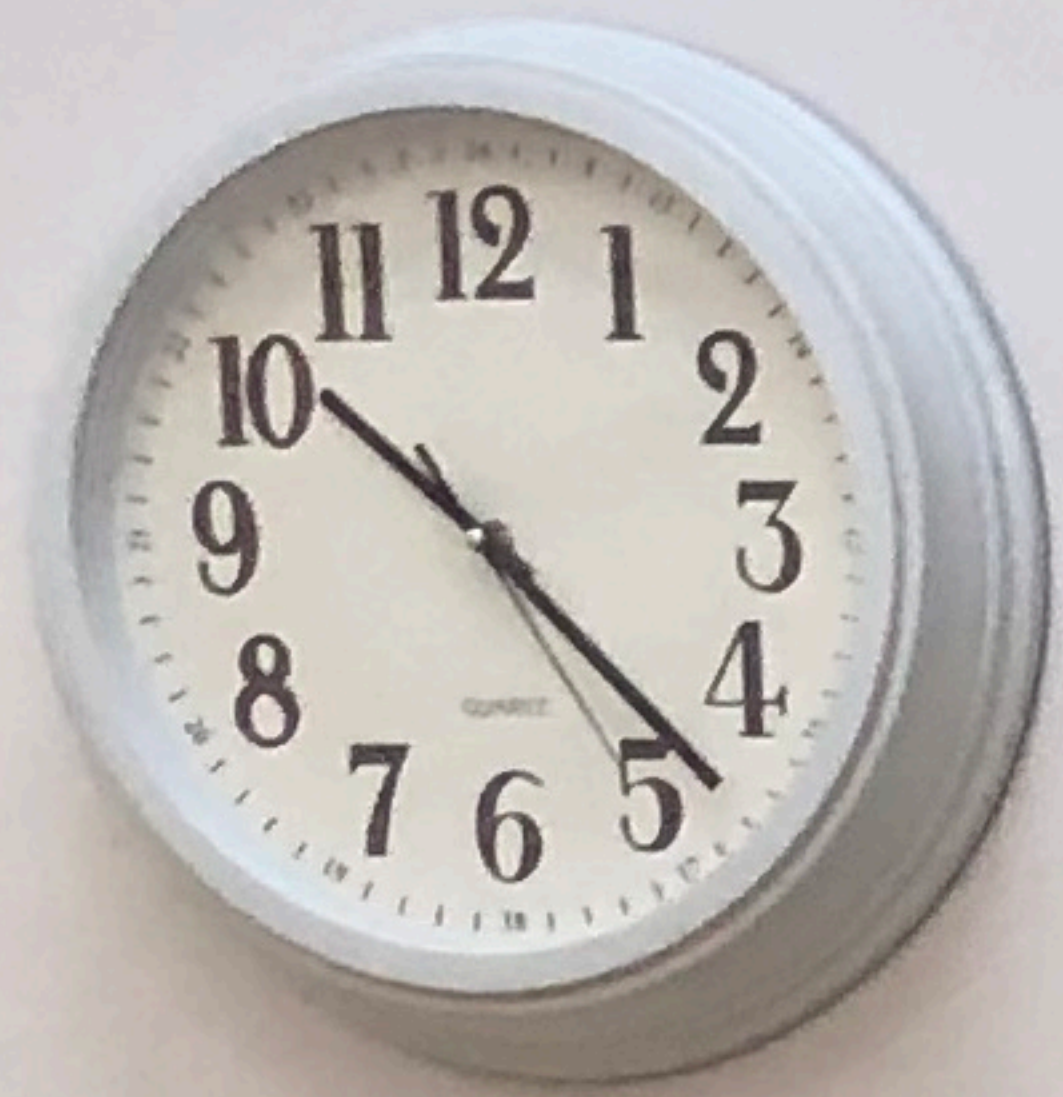




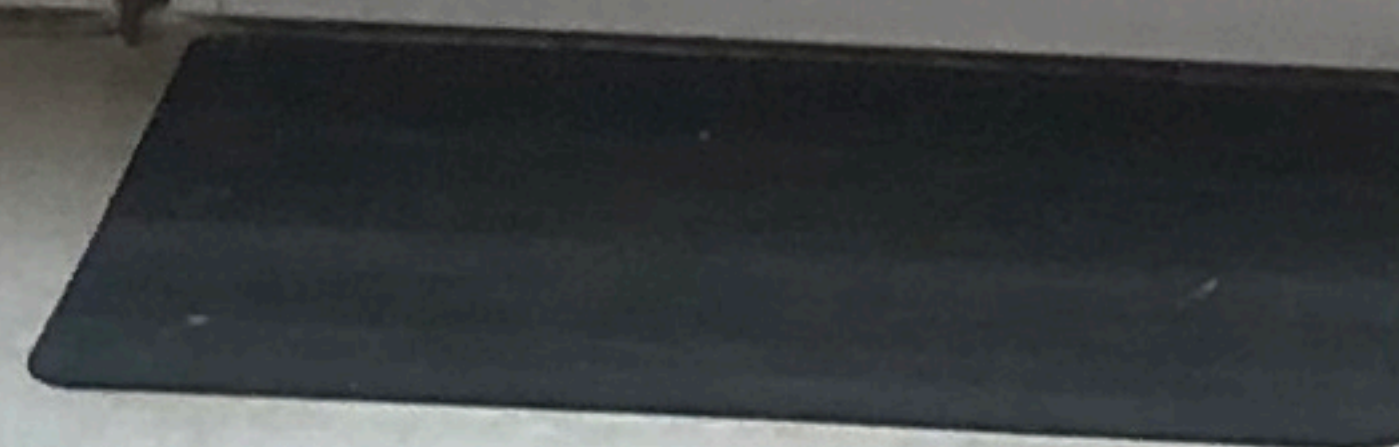
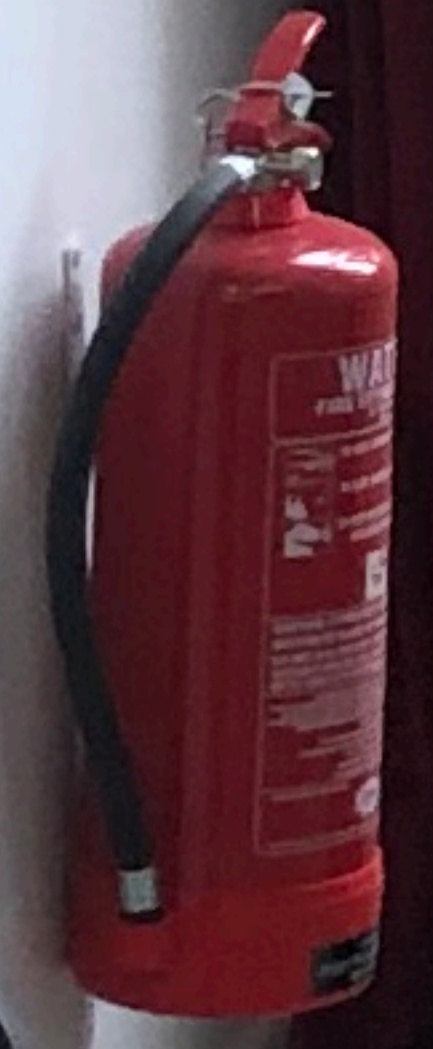
FIRE EXIT
TO BE KEPT CLEAR

FIRE EXIT
TO BE KEPT CLEAR

Notice board with various notices and information.



FIRE EXIT
TO BE KEPT CLEAR





FIRE EXIT
TO BE KEPT CLEAR

FIRE EXIT
TO BE KEPT CLEAR

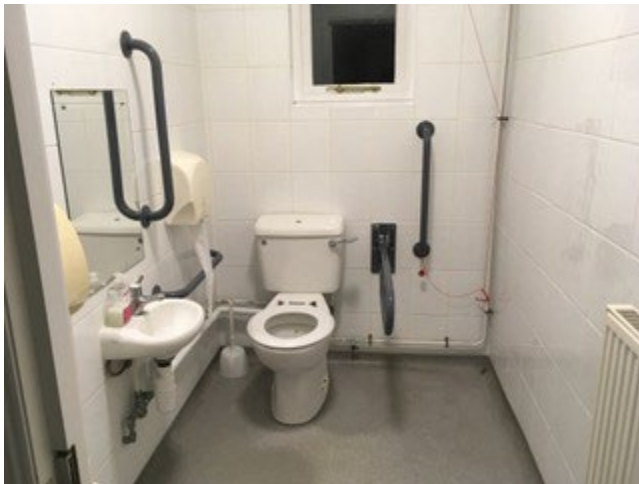
FIRE EXIT
TO BE KEPT CLEAR

FIRE EXIT
TO BE KEPT CLEAR

Rear lobby and ladies and gents WCs



Disabled WC:



Gents & Ladies WCs (off main hall)



Kitchen:



BEMBRIDGE VILLAGE HALL

