

# Ringwood Town Council

Ringwood Gateway, The Furlong, Ringwood, Hampshire BH24 1AT

Tel: 01425 473883

www.ringwood.gov.uk

## SUMMONS

Dear Member

21<sup>st</sup> March 2024

You are hereby summoned to attend a meeting of the Town Council at the Forest Suite, Ringwood Gateway on 27<sup>th</sup> March 2024 at 7.00pm.



Mr C Wilkins  
Town Clerk

---

## AGENDA

### 1.\* PUBLIC PARTICIPATION

There will be an opportunity for public participation for a period of up to 15 minutes at the start of the meeting

2. To receive Apologies for Absence

3. To receive Declarations of Interest

4. To approve as a correct record the minutes of the meeting on 28<sup>th</sup> February 2024

5. To receive Minutes of Committees and approve recommendations contained therein:

Recreation, Leisure & Open Spaces      DATE :- 6<sup>th</sup> March 2024

RECOMMENDATION: Carvers Storage Proposal (*OS/6334 refers*)

Planning, Town & Environment      DATE:- 1<sup>st</sup> March 2024

Staffing      DATE:- 13<sup>th</sup> March 2024

RECOMMENDATION: Living Wage Employer Accreditation (*S/0103 refers*) - see separate agenda item

Policy & Finance      DATE:- 20<sup>th</sup> March 2024

Communications Task & Finish Group      DATE:- 4<sup>th</sup> March 2024 (*Report A*)

### 6. LIVING WAGE EMPLOYER ACCREDITATION

To consider the report on Living Wage Employer Accreditation (*Report B*)

### 7. GRANT AID AWARDS

To note Grant Aid awards of £500 to Bickerley Green Nursing & Residential Home, £750 to Ringwood Girl Guiding, £750 to Greyfriars Community Centre (Ringwood & District Community Association) and £500 to Friends of Ringwood Infant School (FORIS)

**8. TEN-ACRE FIELD LEASE RE-SEALING**

To approve changes to the proposed lease of the Ten-Acre Field and approve the use of the Council's Common Seal to re - execute it (*Report C*)

**9. SPORTS DEVELOPMENT PROJECT AT LONG LANE**

To receive a report from Cllr Briers (the Council's representative on the Steering Group) or Cllr Swyer (deputy) on project developments

**10.\*** To receive such communications as the Town Mayor may desire to lay before the Council

**11.\*** To receive Reports from County and District Councillors

**12.\*** To Receive Reports from Ringwood Town Councillors

**13.** Forthcoming Meetings – to note the following dates:

Recreation, Leisure & Open Spaces	7.00pm	Wednesday 3 <sup>rd</sup> April 2024
Planning, Town & Environment	10.00am	Friday 5 <sup>th</sup> April 2024
Policy & Finance	7.00pm	Wednesday 17 <sup>th</sup> April 2024
Full Council	7.00pm	Wednesday 24 <sup>th</sup> April 2024

If you would like further information on any of the agenda items, please contact Mr Chris Wilkins, Town Clerk, on 01425 484720 or [chris.wilkins@ringwood.gov.uk](mailto:chris.wilkins@ringwood.gov.uk)

Council Members:

Chairman: Cllr Gareth Deboos, Town Mayor  
Vice-Chairman: Cllr Rae Frederick, Deputy Mayor  
Cllr Andrew Briers  
Cllr Luke Dadford  
Cllr Philip Day  
Cllr Ingrid De Bruyn  
Cllr Mary DeBoos  
Cllr Janet Georgiou  
Cllr John Haywood  
Cllr Peter Kelleher  
Cllr James Swyer  
Cllr Michael Thierry  
Cllr Glenys Turner  
Cllr Becci Windsor

Officers:

Chris Wilkins, Town Clerk  
Jo Hurd, Deputy Town Clerk

## Communications Plan Task & Finish Group

### Notes of meeting held on Tuesday 5 March 2024 at 2pm in Teams

Present: Cllr Mary DeBoos  
Cllr Rae Frederick  
Cllr Janet Georgiou  
Cllr James Swyer (Chairman)

In attendance: Christopher Wilkins – Town Clerk  
Jo Hurd – Deputy Town Clerk  
Charmaine Bennett – Clubhouse & Events Manager (*until 2.57pm*)

Absent: Cllr Glenys Turner

#### 1. APOLOGIES FOR ABSENCE

There were none.

#### 2. DECLARATIONS OF INTEREST

No disclosable pecuniary interests were declared.

#### 3. NOTES OF PREVIOUS MEETING

The notes of the meeting held on 6 February 2024 were approved.

#### 4. PLAN OBJECTIVES (STEP 4)

Noted that the Plan Objectives were approved without change by Full Council on 28 February.

The Chairman thanked everyone involved in putting the objectives together, particularly Cllr DeBoos.

Noted that the introduction of a standing item on Committee agendas should be considered as part of implementation of the Communications Plan.

#### 5. MESSAGES, POSITIONING AND TONE (STEP 5)

Step 5 - To consider messages for different audiences, communications activities, as well as positioning and tone.

This should be based on the agreed objectives and, for each one, to identify what messages we want to give and how. It was felt that it would be easier to break down the audience by what we want them to do, for example take action or be aware.

The tone will be quite different for each message, but it was agreed it was important for the Council to be seen as an organisation that has authority and is respected.

Noted that positioning is how we want something to be perceived in the eyes of the audience, and the tone is how to achieve the perception.

Different tones could include, for example, upbeat; informal; friendly; positive; rational; factual; reassuring; and encouraging. They should not be apologetic; negative, condescending; or hysterical.

Categories of communication could include:

- Promoting
- Signposting
- Sharing
- Celebrating
- Engaging
- Informing

The following examples were given:

Thriving Market Place, Carvers Masterplan, Football Club – great projects for the community – upbeat, informal

Grounds building, Columbarium - enhancing/improving facilities (doing duty to improve) – positive, rational, factual

Strategic sites, Ensuring people understand material considerations in planning – factual, encouraging meaningful engagement and participation

Neighbourhood Plan – understanding importance and potential to make a difference – factual, positive, encouraging participation in Referendum

The use of AI was discussed and although it was felt important to have human driven copy, it was agreed that it might be a valuable tool to adapt text to different audiences (for example, young people) or pulling out key messages.

There was a discussion about addressing problems or concerns, for example issues such as unauthorised encampments. These should be informing and factual messages, to keep the community up to date.

It was agreed it would be helpful to produce guidance for councillors, perhaps with a list of dos and don'ts, so they know how to react to situations, for example when contacted by a member of the press.

It was also agreed that information on questions that are regularly asked should be easy to find, for example on the Council website.

*Charmaine left at 2.57pm*

It was agreed that timing of messaging is important and there should be a steady flow to avoid information overload, but also to fill quiet periods with “business as usual” or “did you know” messages.

It was suggested that each Committee should prioritise messages, perhaps once or twice a year, but should also consider if there is anything discussed at meetings that it would be in the public interest to communicate. This could be achieved by adapting the report template to include reference to communications, and by Chairmen and officers being more aware.

**ACTION:** Cllr Swyer to update the objectives document, adding additional columns for messages, positioning and tone, channels and timing.

**ACTION:** All to complete the document as outlined at the meeting.

## 6. COMMUNICATION CHANNELS (STEP 6)

Step 6 - To consider appropriate communication channels for different messages and audiences.

Noted that the channels outlined in the Breakthrough 8-step document do not include press, and that press releases and use of local press such as the Ringwood & Fordingbridge News should also be considered.

**ACTION:** All to consider different channels when completing the revised objectives document.

## 7. COMMUNICATIONS PLAN (STEP 7)

To give initial consideration to drawing up a resource appropriate plan of work to implement the strategy.

This item was deferred to the next meeting.

## 8. DATE OF NEXT MEETING

To be agreed.

There being no further business, the meeting closed at 3.20pm.

RECEIVED  
27 March 2024

APPROVED

TOWN MAYOR

WORKING PARTY CHAIRMAN

## TOWN COUNCIL

27<sup>th</sup> March 2024

### Report on Living Wage Employer Accreditation

#### 1. Introduction and reason for report

- 1.1 The Staffing Committee has recommended that the Council seek accreditation as a “Living Wage Employer”. This report briefly describes what this would mean and its implications.

#### 2. Background information

- 2.1 Living Wage Employer accreditation is offered by the Living Wage Foundation (charity no. 1107264). Basically, it would require the Council to commit to paying staff the “Living Wage” as determined from time to time by the Foundation, as a minimum. This should not be confused with the national minimum wage (which is set annually by central government, mandatory and usually rather lower than the Living Wage).
- 2.2 The usual reasons for employers to seek Living Wage Employer accreditation are:
  - The desire to make a public commitment to fair pay;
  - The benefits of independent accreditation; and
  - To ensure that future wage rises are linked to increases in the cost of living.
- 2.3 The Living Wage also differs from the national minimum wage in that (outside London) it simply has one rate for all employees aged 18 or over – currently £12 an hour (up from £10.90 an hour since the last review in October 2023).
- 2.4 The Living Wage is calculated by the Resolution Foundation, an independent research and policy organisation (charity no, 1114839) using a robust methodology. It is founded on the construction of a basket of goods and services that represents a minimal but acceptable standard of living. Wage rates are calculated by taking a weighted average of earnings required for a range of family types to afford the items in the basket (such as food, clothing, and utilities), and therefore to meet that standard of living. They publish a detailed report each year to explain these calculations.
- 2.5 Over 14,000 businesses and organisations have been accredited, including councils of all sizes. Other town councils with accreditation include Weston super Mare, Otley, Torpoint, Billingham, Filton, Frome, Weymouth and St. Ives.
- 2.6 Financial implications. All Council staff aged 18 or over are currently paid more than the Living Wage, so accreditation would have no immediate impact on the payroll budget. However, the approved pay-scales for a couple of roles currently extend below the Living Wage (the current post-holders just happen to be on pay points further up their respective scales). So, we would need to review pay-scales for these roles.
- 2.7 Future implications. Living Wage Employers commit to implementing future increases as soon as possible (for the most recent increase, it is expected that all will do so by 1<sup>st</sup> May 2024). It is possible that future increases in the Living Wage could overtake pay settlements agreed by the NJC. In that event, the Council would have to decide whether to match the Living Wage exactly (which would break the current link with the NJC scale) or pay at the next highest point on the scale above the new Living Wage rate. The Council would also need to decide when to give effect to each increase (as explained above, there is no expectation

that they will be backdated as is the case with the NJC process). Officers would try to anticipate the effect of increases in the normal budget preparation cycle. In an extreme case, however, the Council could choose to delay implementation to 1<sup>st</sup> April of the following year to reduce unexpected strain on the current budget. Alternatively, the Council could decide to relinquish the accreditation (it is not a binding legal commitment) but that might have adverse political or reputational consequences.

### **3. Issues for decision and any recommendations**

#### **Whether to seek Living Wage Employer accreditation.**

For further information, contact:

Chris Wilkins, Town Clerk  
Direct Dial: 01425 484720  
Email: [chris.wilkins@ringwood.gov.uk](mailto:chris.wilkins@ringwood.gov.uk)

Jo Hurd, Deputy Town Clerk  
Direct Dial: 01425 484721  
Email: [jo.hurd@ringwood](mailto:jo.hurd@ringwood.gov.uk) gov.uk



Dated \_\_\_\_\_ 2024

(1) **CREST NICHOLSON OPERATIONS LIMITED**

- and -

(2) **RINGWOOD TOWN COUNCIL**

---

**LEASE**

of

Land at Long Lane Ringwood Hampshire

---



## PARTICULARS

LR1.	Date of lease:	2024
LR2.	Title number:	
LR2.1	Landlord's title number:	HP854672
LR2.2	Other title number(s):	None
LR3.	Parties to this lease:	
	Landlord:	<b>CREST NICHOLSON OPERATIONS LIMITED</b> whose registered office is at 500 Dashwood Lang Road, Bourne Business Park, Addlestone, Surrey, KT15 2HJ (Company Registration Number: 01168311)
	Tenant:	<b>RINGWOOD TOWN COUNCIL</b> of Ringwood Gateway, The Furlong, Ringwood, Hampshire BH24 1AT
LR4.	Property:	<b>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</b>  The property known as Land at Long Lane, Ringwood, Hampshire and defined as the <b>Premises</b> in clause 1
LR5.	Prescribed statements etc:	None
LR6.	Term for which the Property is leased:	From and including 15 July 2023 To and including 14 July 2033 (referred to elsewhere in this lease as the " <b>Contractual Term</b> ")
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:	Yes – see clause 10 of this Lease
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:** None
- LR11.2 **Easements granted or reserved by this lease over the Property for the benefit of other property:** The easements set out in clause 3.4 of this Lease
- LR12. **Estate rentcharge burdening the Property:** None
- LR13. **Application for standard form of restriction:** None
- LR14. **Declaration of trust where there is more than one person comprising the Tenant:** Not applicable

#### OTHER PARTICULARS

- Rent:** the yearly rent of One Thousand Pounds (£1,000.00) (subject to review pursuant to clause 5)
- Permitted Use:** use as recreational playing fields for the playing of games under proper supervision including the provision of premises for the use of not for profit non-professional clubs and societies having athletic, social or recreational objects for the purposes of providing changing facilities, parking facilities and the sale of food and drink.

**THIS LEASE** is made on the date and between the parties specified in the Particulars.

## 1. DEFINITIONS

In this Lease the following definitions apply:

**1954 Act** the Landlord and Tenant Act 1954;

**1995 Act** the Landlord and Tenant (Covenants) Act 1995;

**Business Day** any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a bank, statutory, public or common law holiday;

**End of the Term** the date of the expiry or earlier termination of the Term (however it arises);

**Interest** interest at the base lending rate from time to time of Lloyds Bank plc or (if such base lending rate ceases to be published) such other reasonably comparable rate of interest as the Landlord specifies plus in each case four per cent (4%) accruing on a daily basis;

**Legal Obligation** any obligation arising under any present or future statute, statutory instrument, directive, code of practice, regulation, order, notice, direction or requirement of any competent authority or court, or under common law, irrespective of the person on whom such obligation is imposed;

**Liabilities** costs, damages, losses and liabilities incurred or suffered by the Landlord;

**Outgoings** all existing and future rates, levies, duties, financial impositions and taxes, and all charges for utilities and other services, and all other outgoings;

**Plan 1** the plan attached and labelled 'Plan 1';

**Plan 2** the plan attached and labelled 'Plan 2';

**Premises** all that land shown edged red on the attached Plan 1;

**Rents** all sums payable under clause 3.1;

**Rent Review Date** the fifth anniversary of the date of this Lease;

**Retained Land** all that freehold land registered with title number HP854672 (excluding the Premises);

**Tenant's Default** breach of a Tenant's Obligation or any other act, neglect or default by the Tenant or anyone acting expressly or by implication with the Tenant's authority;

**Tenant's Obligation** an obligation of the Tenant in this Lease;

**Term** the Contractual Term;

**Third Party** a company or partnership or any other entity or association which operates on a not for profit basis;

**VAT** value added tax and any tax or duty of a similar nature substituted for it or in addition to it.

## 2. INTERPRETATION

The following interpretation provisions apply to this Lease:

2.1 Reference to the **Landlord** includes any person for the time being entitled to the immediate reversion to this Lease and reference to the **Tenant** includes its successors in title;

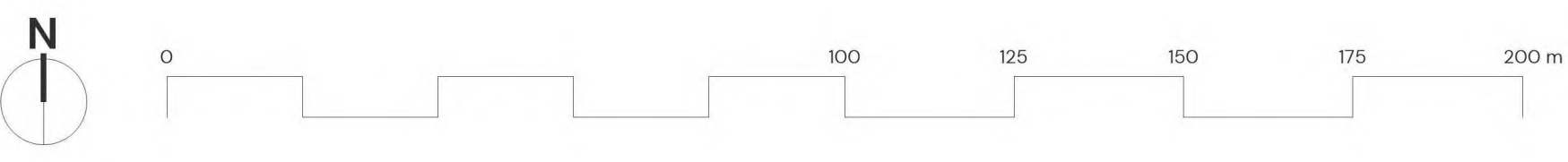
2.2 Reference to a statute or statutory instrument includes all subordinate legislation made



© Pegasus Planning Group Limited. © Crown copyright and database rights OS 100042093. Promap Licence number 100020449, EmapSite Licence number 0100031873. Terms & Conditions @ pegasusgroup.co.uk



PLAN 1

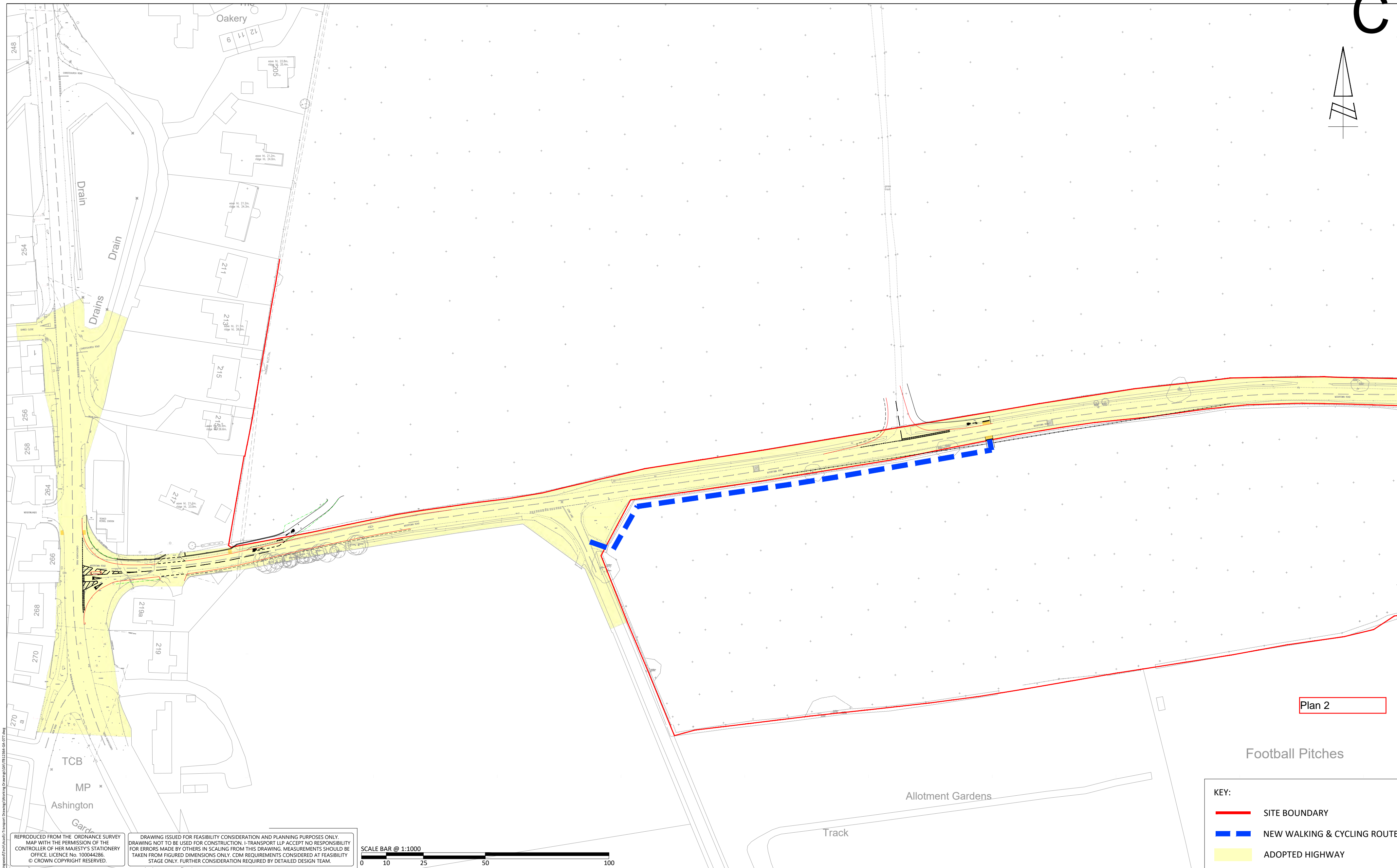
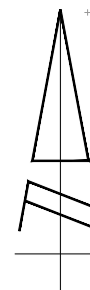


# LAND AT LONG LANE, RINGWOOD, HAMPSHIRE

| PEGASUSGROUP.CO.UK | TEAM/DRAWN BY: SN | APPROVED BY: JB | DATE: 05/05/2023 | SCALE: 1:1000@A1 | DRWG: P21-1078\_DE\_003\_002 REV: | CLIENT: CREST NICHOLSON |







Plan 2

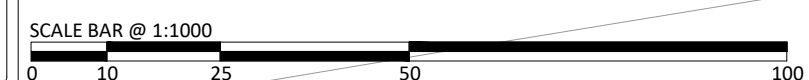
Football Pitches

Allotment Gardens

Track

**KEY:**

- SITE BOUNDARY
- - - NEW WALKING & CYCLING ROUTE
- ADOPTED HIGHWAY



REPRODUCED FROM THE ORDNANCE SURVEY MAP WITH THE PERMISSION OF THE CONTROLLER OF HER MAJESTY'S STATIONERY OFFICE. LICENCE No. 100044286 © CROWN COPYRIGHT RESERVED.

DRAWING ISSUED FOR FEASIBILITY CONSIDERATION AND PLANNING PURPOSES ONLY. DRAWING NOT TO BE USED FOR CONSTRUCTION. I-TRANSPORT LLP ACCEPT NO RESPONSIBILITY FOR ERRORS MADE BY OTHERS IN SCALING FROM THIS DRAWING. MEASUREMENTS SHOULD BE TAKEN FROM FIGURED DIMENSIONS ONLY. COM REQUIREMENTS CONSIDERED AT FEASIBILITY STAGE ONLY. FURTHER CONSIDERATION REQUIRED BY DETAILED DESIGN TEAM.



The Square, Basing View,  
Basingstoke, Hampshire, RG21 4EB  
Tel: 01256 637940  
www.i-transport.co.uk

REV	DATE	BY	DESCRIPTION	CHK	APP	PROJECT:	CLIENT:	DRAWN:	CHECKED:	APPROVED:
			PLANNING			LAND AT MOORTOWN LANE, RINGWOOD	CREST NICHOLSON SOUTH	SH	GT	SJ
STATUS:								PROJECT No:	SCALE @ A2:	DATE:
								ITB12364	1:1000	19.07.23
								DRAWING No:	REV:	
								ITB12364-GA-077		

INDICATIVE WALKING AND CYCLING ROUTE TO LONG LANE

LAND AT MOORTOWN LANE, RINGWOOD

CREST NICHOLSON SOUTH

under it and any re-enactment, amendment or consolidation of it which is for the time being in force (unless expressly provided otherwise);

- 2.3 Any person undertaking an obligation under or by virtue of this Lease which is a 'landlord covenant' for the purposes of the 1995 Act does so only until the date of the transfer by deed or operation of law (and not, where applicable, the date of registration at the Land Registry) of the immediate reversion to this Lease to another person;
- 2.4 If a party to this Lease comprises more than one person their obligations and liabilities are joint and several, and any person who has executed this Lease (or a counterpart of it) shall be bound by its terms even if any other person may not have executed it or may not be so bound;
- 2.5 An obligation by a party to this Lease not to do something includes an obligation not to allow it to be done;
- 2.6 Termination of this Lease is without prejudice to any accrued claims of any party against any other;
- 2.7 A consent or approval of the Landlord shall not be valid unless it is in writing;
- 2.8 Any payment or other consideration to be provided to the Landlord is exclusive of VAT;
- 2.9 Unless expressly provided otherwise, references to a clause or a schedule are to a clause of or a schedule to this Lease (and any schedule to this Lease forms part of this Lease), and references to a paragraph is to a paragraph of the relevant schedule in which it appears.
- 2.10 A provision of this Lease which is void or unenforceable shall be severed to the extent necessary from all other provisions of this Lease and the remaining provisions shall continue to have effect;
- 2.11 The words and expressions contained in the Particulars have the meanings specified there but as further defined (if applicable) in clause 1 and elsewhere in this Lease;
- 2.12 Headings are for ease of reference only;
- 2.13 Any references to **includes**, **include** or **including** are deemed to be followed by the words "without limitation".

### 3. DEMISE

- 3.1 The Landlord demises the Premises to the Tenant for the Term at the Rent and also paying by way of rent VAT and any interest the Tenant is obliged to pay.
- 3.2 The Rent is payable in advance by equal quarterly payments on every usual quarter day (25th March, 24th June, 29th September and 25th December) with the first payment being due on the date of this Lease and being a duly apportioned payment in respect of the period from and including that date to the day before the next payment date.
- 3.3 The Premises are demised subject to all matters contained in the property and charges register of Title Number HP854672.
- 3.4 The Lease is granted subject to the following reservations in favour of the Landlord and the Retained Land (as applicable):
  - 3.4.1 The right for the Landlord and those authorised by it to enter the Premises for the purpose of ascertaining whether the terms of this Lease have been complied with and or for any other lawful purpose;
  - 3.4.2 The right for the Landlord and its successors in title to the Retained Land (or any part) and or those authorised by the Landlord to:

- 3.4.2.1 construct and install a pedestrian and cycle accessway (including ancillary bollards) at the Premises along that route shown by a blue dotted line on Plan 2 or such other route as agreed with the Tenant from time to time (such agreement not to be unreasonably withheld or delayed) and thereafter the right (subject to reasonable prior written notice to the Tenant (save in the case of emergency)) to enter and undertake repair maintenance cleaning and or upgrading of the same;
- 3.4.2.2 a right of way by foot and cycle over the accessways installed pursuant to 3.4.2.1 above for the purpose of access to and egress from the Retained Land to the Premises

#### 4. TENANT'S OBLIGATIONS

The Tenant shall:

- 4.1 Make the payments due under clause 3.1 without deduction, counterclaim or set-off in accordance with clause 3.2 and, to the extent so required by the Landlord, by direct transfer of cleared funds to such bank account as the Landlord directs;
- 4.2 Promptly pay all Outgoings in respect of the Premises, their use or occupation during the Term;
- 4.3 Pay VAT on any sum due under this Lease at the same time as the sum on which it is charged;
- 4.4
  - 4.4.1 keep in proper repair and condition the hedges ditches fences and gates at the Premises;
  - 4.4.2 keep the Premises clean and tidy and free from deposits of waste rubbish or refuse;
  - 4.4.3 keep the grass in good condition and not to break up or damage the grass (save so far as is necessary for levelling and laying out playing fields and in providing associated facilities in accordance with the Permitted Use);
- 4.5 Not cut down or injure any hedges or trees nor plant any trees within a distance of 30 feet from the boundaries of the Premises fronting Moortown Lane and Long Lane provided always that the Tenant may effect marginal strengthening of the existing hedges subject to the specification of such work being first approved by the Landlord (such approval not to be unreasonably withheld or delayed);
- 4.6 Permit the exercise of all rights reserved in this Lease;
- 4.7 If there is a Tenant's Default and the Tenant does not remedy it within two (2) months (or earlier, if urgent) of being required to do so by the Landlord, allow the Landlord to remedy it and pay to the Landlord on demand as a debt all costs in so doing;
- 4.8 Within five (5) Business Days of receipt (or sooner if necessary) produce to the Landlord a certified copy of any notice, order, permission or proposal affecting the Premises or their use and (at the request of the Landlord) make or join with the Landlord in making such objections or representations as the Landlord may require;
- 4.9 Not use the Premises otherwise than for the Permitted Use nor for any dangerous, noisy or offensive purpose;
- 4.10 Not erect any building on the Premises or carry out any development at the Premises without the prior written consent of the Landlord (such consent not to be unreasonably

withheld or delayed where the proposed building or development is to facilitate the use of the Premises for the Permitted Use);

- 4.11 Not cause any nuisance of annoyance to the Landlord or any neighbouring owners or occupiers;
- 4.12 Not to erect any sign at the Premises without the prior consent of the Landlord.
- 4.13 Not do anything at the Premises by reason of which the Landlord may under any statute have imposed on it or become liable to pay any penalty damages compensation costs charges or expenses;
- 4.14 indemnify the Landlord against all actions claims demands and liabilities whatsoever in respect of any damage to any property and or the death of or injury to any person arising out of the use by the Tenant of the Premises;
- 4.15
  - 4.15.1 effect and maintain in the joint names of the Landlord and Tenant such insurances and in such amounts as the Landlord may from time to time require in respect of any liability of the Tenant under clause 4.13 of this Lease;
  - 4.15.2 produce to the Landlord on demand every policy of such insurance and the receipt for the then current year's premium;
- 4.16 Comply with all Legal Obligations affecting the Premises or their use or occupation;
- 4.17 Not assign underlet charge or part with possession of occupation of the Premises provided that this shall not prevent:
  - 4.17.1 an assignment to a local authority or the statutory successor to the same;
  - 4.17.2 an underlease for nil premium and a rent which does not exceed the annual Rent due under this lease from time to time to AFC Bournemouth Community Sports Trust (company registration number 06396310 and charity registration number 1122693) provided that the provisions of sections 24 to 28 (inclusive) of the 1954 Act are excluded in relation to the tenancy created by that underlease;
  - 4.17.3 the grant of a licence(s) in favour of a Third Party for the use of a sports pitch(s) at the Premises for the Permitted Use only and provided that the licence does provide for any payment by the licensee other than a licence fee which does not exceed £50.00 plus VAT and further provided that such licence is on terms which would allow the occupier to obtain any security of tenure

and to provide the Landlord with written notice of any such assignment and or underletting and a copy of the instrument effecting the same.
- 4.18 take all steps to prevent any new window light opening doorway path passage pipe or other encroachment or easement being made or acquired in against out of or upon the Premises and notify the Landlord immediately if any such encroachment or easement shall be made or acquired (or attempted to be made or acquired) and at the request of the Landlord adopt such means as shall it required to prevent such encroachment or the acquisition of any such easement;
- 4.19 If the Rent or other sums due under this Lease are unpaid on their due date, pay to the Landlord on demand Interest on them from and including the due date for payment, whether or not there is a formal demand for payment;
- 4.20 Upon written request from the Landlord from time to time (and at the reasonable cost of



the Landlord) to enter into a deed of easement for nil consideration (in a form approved by the Tenant (such approval not to be unreasonably withheld or delayed)) which provides for the following rights in favour of adjoining land to which the Landlord is or is entitled to be the registered proprietor:

- 4.20.1 the right (in addition to and without prejudice to the right reserved at clause 3.4.2 of this Lease) to construct and install further pedestrian and cycle accessways (including ancillary bollards) at the Premises along such route as agreed with the Tenant from time to time (such agreement not to be unreasonably withheld or delayed) and thereafter the right (subject to reasonable prior written notice to the Tenant (save in the case of emergency)) to enter and undertake repair maintenance cleaning and or upgrading of the same;
- 4.20.2 a right of way by foot and cycle over the accessways installed pursuant to 4.19.1 above for the purpose of access to and egress from the adjoining land to the Premises
- 4.21 The Tenant must pay on written demand the reasonable and properly incurred costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses in connection with, or in contemplation of, any of the following:
  - 4.21.1 the enforcement of the Tenant covenants of this Lease;
  - 4.21.2 serving any notice or taking any proceedings in connection with this Lease under section 146 or 147 of the LPA 1925 (notwithstanding that forfeiture is avoided otherwise than by relief granted by the court);
  - 4.21.3 serving any notice in connection with this Lease under section 17 of the Landlord and Tenant (Covenants) Act 1995; or
  - 4.21.4 any consent or approval applied for under this Lease, whether or not it is granted

## 5. RENT REVIEW

- 5.1 On the Rent Review Date the Rent is to increase by that amount equivalent to the increase (if any) in the Consumer Price Index (or where that is abolished any replacement equivalent index rate agreed between the Landlord and Tenant (both acting reasonably)) from the date of this Lease and the index rate as of the date one month prior to the Rent Review Date.
- 5.2 A statement of the new rent, signed by the Landlord and Tenant is to be attached to this Lease.
- 5.3 If the Landlord and Tenant have not agreed the amount of the new rent one month before the Rent Review Date, the new rent will be determined at the option of either the Landlord or the Tenant by an independent expert (being a member of the Royal Institute of Chartered Surveyors) the costs of which shall be borne equally between the Landlord and Tenant.
- 5.4 The Tenant is to continue paying rent at the rate applying before the Rent Review Date until the next rent payment date after the new rent is agreed or determined by an expert pursuant to this clause 5 (the Next Payment Date).
- 5.5 Starting as of the Next Payment Date and thereafter for the balance of the Term the Tenant is to pay the new rent to the Landlord pursuant to clause 3.2.
- 5.6 On the Next Payment Date the Tenant is also to pay an amount by which the new rent since the Rent Review Date exceeds the rent paid for the period between the Rent Review Date and the Next Payment Date, with interest on that amount of 2% below the Law Society's interest rate

## **6. LANDLORD'S OBLIGATIONS**

The Landlord shall permit the Tenant quietly to enjoy the Premises without any interruption or disturbance from or by the Landlord or any person lawfully claiming under or in trust for the Landlord, except as permitted by this Lease.

## **7. MISCELLANEOUS**

- 7.1 The Landlord does not warrant that the Premises may lawfully be used for the Permitted Use or give any warranty as to the state or condition of the Premises or their fitness for purpose.
- 7.2 The rules about serving notices in section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962) apply to any notice given under this Lease (unless otherwise provided by statute).
- 7.3 If any chattels of the Tenant or of any person at the Premises remains at or on the Premises at the End of the Term the Landlord may, as agent of the Tenant (and the Landlord is irrevocably appointed by the Tenant to act a such) store of and or dispose of those chattels and shall then hold the proceeds of sale, after deducting the costs and expenses of removal, storage and sale and any other monies due from the Tenant to the order of the Tenant or apply the same towards sums owed by the Tenant to the Landlord pursuant to this Lease Provided always that if such proceeds of sale shall be insufficient to meet the costs and expenses as aforesaid the Tenant shall pay the amount of the deficiency on demand and will indemnify the Landlord against any liability to any third party whose chattel is sold by the Landlord, having been left at the Premises at the End of the Term.
- 7.4 At the end of the Term the Tenant shall return the Premises to the Landlord in a reasonably flat, level and well-drained condition with the grass mown and the hedges trimmed and with vacant possession and having removed all chattels and any tenant's fixtures and shall ensure as little damage as possible is caused in removing any such items and the Tenant shall make good any material damage caused to the Premises by the removal of those items.
- 7.5 All payments pursuant to this Lease are exclusive of VAT.
- 7.6 The Tenant acknowledges that it has not entered into this Lease relying on any statement or representation made by or on behalf of the Landlord but nothing in this clause will however operate to limit or exclude any liability for fraud or deliberate misrepresentation.
- 7.7 This Lease embodies the entire understanding of the parties to it.

## **8. RIGHT OF RE-ENTRY**

The Landlord may forfeit this Lease by re-entering the Premises and the Term will then end in any of the following events:

- 8.1 the Rents or any other sums payable under this Lease are not paid within (5) Business Days after they become due (whether they are lawfully demanded or not);
- 8.2 there is a Tenant's Default.

## **9. AGREEMENT TO EXCLUDE SECTIONS 24 TO 28 OF THE 1954 ACT**

- 9.1 The Landlord and the Tenant agree pursuant to section 38A(1) of the 1954 Act that the provisions of sections 24 to 28 (inclusive) of the 1954 Act are excluded in relation to the tenancy created by this Lease.
- 9.2 The Tenant confirms that not less than fourteen (14) days before the Tenant became contractually bound to enter into the tenancy created by this Lease, the Landlord served

on the Tenant a notice applicable to that tenancy in accordance with section 38A(3)(a) of the 1954 Act.

**10. LANDLORD'S BREAK OPTION**

In the event of the Premises (or such part of it not being less than 50% of the whole) being at any point during the Term subject of a grant of planning permission for development of a nature which would be inconsistent with the Permitted Use the Landlord may determine this Lease by serving on the Tenant not less than 12 months written notice expiring at any time.

**11. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

A person who is not a party to this Lease has no right to enforce any term of this Lease under the Contracts (Rights of Third Parties) Act 1999.

**12. GOVERNING LAW AND JURISDICTION**

This Lease shall be governed by and construed in accordance with the laws of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

This Lease is executed as a deed and is delivered and takes effect on the date set out at the beginning of this Lease.

