

DATED

27th. August

2020

ST EDMUNDSBURY AND IPSWICH DIOCESAN BOARD  
OF FINANCE (1)

FRAMSDEN PARISH COUNCIL (2)

FRAMSDEN PCC (3)

---

**LEASE**

---

Relating to  
Framsdén Village Hall

**Birketts**

Birketts LLP: Offices in Cambridge | Chelmsford | Ipswich | Norwich  
[www.birketts.co.uk](http://www.birketts.co.uk)

Clause LR1. Date of Lease *27th. August* 2020

Clause LR2. Title number(s)

LR2.1 Landlord's title number(s) – SK276134

LR2.2 Other title numbers - None

Clause LR3. Parties to this Lease

**Landlord** – St Edmundsbury and Ipswich Diocesan Board of Finance (company registration number 143034) of Diocesan Office, St Nicholas Centre, Cutler Street, Ipswich, Suffolk, IP1 1UQ

**Tenant** – Framsdon Parish Council in the County of Suffolk c/o the Clerk, The Cottage Cow Green, Bacton, Suffolk IP14 4HJ

**Other parties** – Framsdon Parochial Church Council

Clause 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.**

The land comprised in title number SK276134 and the building erected on it known as Framsdon Village Hall ("the Demised Premises")

Clause LR5. Prescribed statements etc

The Demised Premises are held by the Landlord as glebe land of the diocese of St Edmundsbury and Ipswich. The Landlord certifies that this lease is made in accordance with the Church Property Measure 2018 and that the provisions of such Measure have been complied with and the Landlord has power to effect this disposition. The Charities Act 2011 does not apply.

Clause LR6. Term for which the Property is leased.

The term is as follows – a term of years from and including 1 January 2020 until and including 31 December 2063.

Clause LR7. Premium – None.

Clause LR8. Prohibitions or restrictions on disposing of this lease.

This lease contains a provision that prohibits or restricts dispositions.

**Clause LR9. Rights of acquisition etc.**

**LR9.1 Tenants' 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.**

**Clause LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property – None.**

**Clause 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 – None.**

**Clause LR12. Estate rentcharge burdening the Property – None.**

**Clause LR13. Application for standard form of restriction.**

The Parties to this Lease apply to enter the following standard form of restriction-

None.

**Clause LR14. Declaration of trust where there is more than one person comprising the Tenant – None.**

THIS LEASE is made on the date set out in LR1 above between the Parties set out in LR3 above AND WITNESSES as follows:

1.

1.1 THE Landlord lets with limited title guarantee and the Tenant takes the Demised Premises for the term mentioned in LR6 above at the yearly rate of £120.00 during the first three years of the term and thereafter as provided in the Schedule.

1.2 The rent is to be paid in advance on 1 January in each year, the first payment being made on the date of this Lease. The Tenant will if required by the Landlord issue a banker's order for the payment of the rent.

1.3 The Demised Premises are let together with but subject to the matters referred to in the entries on title number SK276134 at HM Land Registry

2. THE Tenant covenants with the Landlord:

2.1 To pay the rent at the times and in the manner prescribed

2.2 To pay all existing and future rates, taxes, charges and outgoings which now are or may be payable in respect of the Demised Premises by the owner or occupier of them

2.3 To pay for all supplies and services to the Demised Premises

2.4 Not to use the Demised Premises other than as a village hall, play area and car park for the benefit of the inhabitants of Framsdon and surrounding area

2.5 Not to do or allow on the Demised Premises anything which may disturb or interfere with worship and other activities in the neighbouring church or churchyard

2.6 To keep the Demised Premises and any buildings, equipment or other structures upon them in good and safe repair and condition

2.7 To permit the Landlord or its agent to enter the Demised Premises at all reasonable times upon prior appointment (save in cases of emergency) for any proper purpose

2.8 Not to make any alterations or additions of any kind to the Demised Premises without the written consent of the Landlord (such consent not to be unreasonably withheld or delayed). In the event of the Landlord granting such consent, the Tenant will carry out the permitted work in a good and workmanlike manner and with proper materials to the reasonable satisfaction of the Landlord's surveyor. The Tenant will obtain all necessary building regulation and other consents. The Tenant will, if so required by the Landlord, reinstate the Demised Premises on the termination of this Lease by removing the alterations or additions and making good any damage caused thereby, but the Tenant shall not be required to remove the current building or to reinstate

those alterations and additions mentioned in Schedule 2. The Landlord consents in principle to those alterations and additions mentioned in Schedule 2 and acknowledges that the construction of the current building on the Demised Premises was by or for the Tenant

- 2.9 Not to assign, charge, underlet or part with possession of the Demised Premises other than by way of assignment of the whole to a charitable organisation formed for the purpose of providing and running a village hall for the benefit of the inhabitants of Framsdon and surrounding area and in such case only with the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed)
- 2.10 To observe and comply in all respects with the provisions and requirements of any Act of Parliament, order, regulation, or bye-law for the time being in force or of any notice or order lawfully served by a local or public authority upon either the Landlord or the Tenant and relating to the Tenant's use or occupation of the Demised Premises
- 2.11 To keep the Demised Premises clean and tidy at all times
- 2.12 Not to bring into or use on the Demised Premises any dangerous, inflammable or offensive substances or apparatus
- 2.13 To pay all expenses reasonably incurred by the Landlord in enforcing or attempting to enforce prompt and full performance by the Tenant of its obligations
- 2.14 To pay all expenses reasonably incurred by the Landlord in considering and/or granting any consent or licence requested by the Tenant
- 2.15 To indemnify the Landlord against all claims, losses, damages or expense incurred by the Landlord by reason of the Tenant's use or occupation of the Demised Premises
- 2.16 To use all reasonable endeavours to obtain grant and other funding as soon as possible to meet the cost of the works listed in Schedule 2. Subject to such funds being available, to carry out and complete such works without delay
- 2.17 To allow Framsdon PCC use of the Demised Premises for not less than 36 days a year at times agreed from time to time between the Tenant and the PCC and on terms that are the same in all material respects as the terms on which others use the Demised Premises
- 2.18 To pay all expenses together with any value added tax thereon (including solicitors' costs and disbursements and surveyors' fees) incurred by the Landlord:-
  - 2.18.1 incidental to the preparation and service of a notice under Section 146 of the Law of Property Act 1925 or incurred in or in contemplation of proceedings under Sections 146 or 147 of that Act (notwithstanding in any

such case that forfeiture is avoided otherwise than by relief granted by the Court) and in connection with every application for any consent made under this Lease whether such consent shall be granted or not

- 2.18.2 in or incidental to the collection of any rent that is in arrears or any action reasonably taken by the Landlord in order to prevent or procure the remedy of any breach of covenant by the Tenant
- 2.19 To yield up the Demised Premises at the termination of this lease with vacant possession and in tenantable repair and condition in accordance with the covenants hereinbefore contained
- 2.20 To keep the external areas of the Demised Premises clean and tidy, the boundary structures in good repair and condition, and the ditch or stream at the rear free from obstruction
- 2.21 To ensure all functions held on or at the Premises finish by 11.45 pm on weekdays and Saturdays and by 11.00 pm on Sundays
- 2.22 To keep all buildings on the Demised Premises insured against damage or destruction by fire storm tempest explosion and such other risks as the Landlord shall from time to time reasonably require, to maintain insurance against public and occupiers' liability for a sum of not less than £5million and to provide the Landlord with evidence of such insurance annually on 1<sup>st</sup> January and whenever reasonably requested
3. THE Landlord covenants with the Tenant: -
- 3.1 That so long as the Tenant complies with its obligations in this Lease, the Tenant may peaceably hold and enjoy the Demised Premises without any lawful interruption by the Landlord or any person rightfully claiming under or in trust for it
4. IT is agreed as follows:
- 4.1 If:
- any rent remains unpaid for more than fourteen days after it is due (whether formal demand has been made or not), or
  - the Tenant fails to observe its obligations in this lease, or
  - the Demised Premises are not in regular use during at least 40 weeks in any period of 52 weeks

then in any such case the Landlord may re-enter and repossess the Demised Premises and this Lease shall then terminate forthwith

- 4.2 Any notice under this lease shall be in writing and shall be deemed to be sufficiently served if complying with the provisions of the Law of Property Act 1925 Section 196
5. IT IS AGREED that the Tenant shall not be entitled to any compensation on the termination of this lease save as is provided by statute and in particular shall not be entitled to any compensation for the cost or value of the existing village hall on the Demised Premises
6. The Tenant may terminate this lease at any time on giving not less than six months' prior written notice to that effect

IN WITNESS of which the parties have executed and delivered this lease as a deed on the date stated at the beginning of it

#### SCHEDULE 1

##### (Rent Reviews)

1. In this Schedule:

"Rent Period" means each period of three years during the term of this Lease

"Review Date" means the date at the beginning of the second and each subsequent Rent Period

"The inflation-adjusted rent" means the product of the formula  $\frac{A \times £120.00}{B}$  where:

A is the figure in the Index of Retail Prices issued by HM Government for the month immediately preceding the relevant Review Date

B is the figure in the Index of Retail Prices issued by HM Government for the month immediately preceding the date of this Lease


2. From and after each Review Date the yearly rent payable under clause 1.1 of this Lease shall be the higher of:
- (a) the rent payable for the preceding Rent Period;
  - (b) the inflation-adjusted rent.
3. If the Index of Retail Prices ceases to be published the parties will agree a suitable alternative formula by which to adjust the rent according to inflation.

#### SCHEDULE 2

(Approved Alterations and Additions)

Provision of access for the disabled, upgrading and/or new toilets, kitchen, lighting and heating.

EXECUTED as a deed by  
ST EDMUNDSBURY AND IPSWICH  
DIOCESAN BOARD OF FINANCE  
by the signatures of:-



)   
)  
)  
)

Director

Director/Secretary



EXECUTED as a deed by  
FRAMSDEN PARISH  
COUNCIL by the signatures of:-

)   
) 

Councillor Nicola Deller-Whitmore  
Nigel H. Hutchinson

Councillor

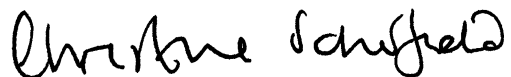
EXECUTED as a deed by FRAMSDEN  
PAROCHIAL CHURCH COUNCIL  
by the signatures of

)  
)  
)

Chair



PCC member



PCC member

