

Lease of the land on which the North Petherton Community Centre now stands

*The Schedule mentioned in this lease, containing the trust deed or constitution of the Community Centre
Management Committee, is available as a separate document on the Community Centre web site.*

DATED 30th November 1983

SEDGEMOOR DISTRICT COUNCIL

- and -

THE TRUSTEES OF NORTH PETHERTON COMMUNITY CENTRE

LEASE

relating to land at Fore Street North Petherton

in the County of Somerset

RWB/EN/D&P.73/186

J. C. Edwards

Solicitor and Deputy Clerk

Sedgemoor District Council

The Priory

St. Mary Street

Bridgwater

Somerset

THIS LEASE AND TRUST DEED made the thirtieth day of November One Thousand Nine Hundred and Eighty-three **BETWEEN SEDGEMOOR DISTRICT COUNCIL** of The Priory St. Mary Street Bridgwater in the County of Somerset (hereinafter called "the Council" which expression shall where the context so admits include the person or persons for the time being entitled to the reversion immediately expectant on the determination of the term hereby created) the one part and **GEORGE WIGLEY** of 18 Broadlands Avenue North Petherton **KENNETH HENRY HARRIS** of Lower Cocks Farm Stockland Bristol Near Bridgwater and **WILLIAM COWLIN** of 41 Portman Road North Petherton (hereinafter called "the Lessees" which expression shall where the context so admits include their successors in title) of the other part **WITNESSETH** as follows:-

1 **THE** Lessees are the Trustees of the North Petherton Community Centre (hereinafter called "the Charity") upon the trusts set out in the Schedule hereto.

2 **IN** consideration of the rent covenants and conditions hereinafter reserved and contained and on the part of the Lessees to be paid observed and performed the Council **HEREBY DEMISE** unto the Lessees **ALL THAT** piece of land situate at Fore Street North Petherton Near Bridgwater in the County of Somerset **WHICH** land is for the purpose of identification shown on the plan annexed hereto and thereon edged red (hereinafter called "the premises") **TO HOLD** the same unto the Lessees in manner and upon the trusts and **SUBJECT TO** the powers and provisions set out in the Schedule hereto from the thirtieth day of November One Thousand Nine Hundred and Eighty-three for the term of Ninety-nine years **SUBJECT TO** termination as hereinafter mentioned **PAYING THEREFORE** during the said term the yearly rent of **FIVE POUNDS** in advance on the anniversary date hereof without any deduction the first of such payments to be made on the date hereof

3 **THE** Lessees **HEREBY COVENANT** with the Council but not so as to impose any personal liability on the Official Custodian for Charities if the said term should become vested in him as follows:-

- (1)** **To** pay the reserved rent on the days and in manner aforesaid
- (2)** **To** pay and discharge all existing and future rates taxes assessments and other outgoings of a recurring nature present and future imposed or charged upon the premises or upon the owner or occupier in respect thereof during the term hereby created except-only, such as the owner is by law bound to pay notwithstanding any contract to the contrary
- (3)** **Forthwith** at their own expense to obtain all approvals consents and permissions which may be necessary in respect of the premises or arising out of or incidental to the use of the premises by the Lessees and fully to comply with any conditions imposed thereby
- (4)** **To** comply forthwith at their own expense (consistent with the Lessees' covenants herein contained) with any nuisance or other statutory notice lawfully served by any local or public authority (including any requirement of the local Fire Officer) upon either the Council or the Lessees with respect to the premises or the property of

which the premises form part and similarly to comply (if applicable to the premises or the property of which the premises form part) with the requirements of the Food and Drugs Act 1955 the Shops Act 1950 the Factories Act 1961 the Offices Shops and Railway Premises Act 1963 the Health and Safety at Work Act 1974 and or any statutory re-enactment or modification thereof and any other relevant statutes and to keep the Council fully and effectually indemnified against all proceedings costs expenses claims and demands in respect thereof

- (5) **To** keep the premises in a clean and tidy condition and to Maintain any boundary structures in good and tenatable repair **SUBJECT TO** the Council's obligations under Clause 4(1) hereof
- (6) **To** maintain at all times throughout the term hereby granted public liability insurance with a reputable insurance company in such sum as shall from time to time be required by the Council's Treasurer but initially in a sum of not less than Five Hundred Thousand Pounds in respect of any one incident the number of incidents to be unlimited and to pay all premiums necessary for that purpose and whenever required to produce to the Council the policy of insurance and the receipt for the current year's premium **SUBJECT TO** the Council's obligations under Clause 5(12) hereof
- (7) **Not** to cause or permit or suffer to be caused on the premises anything which may be or become a nuisance or to do or suffer to be done anything whatsoever thereon which may be an annoyance or cause damage to the Council end/or any neighbouring owners or occupiers
- (8) **To** pay all costs charges and expenses (including Solicitors' costs and Surveyors' fees) incurred by the Council for the purposes of or incidental to the preparation and service of notices under Section 146 of the Law of Property Act 1925
- (9) **Not** to assign underlet or part with the possession of the premises or any part thereof except to any new Trustees of the Charity
- (10) **To** indemnify and keep indemnified the Council from and against all liability in respect of loss damage action proceedings suits claims demands costs end expenses in respect of any injury to or death of any person damage to any property movable or immovable or otherwise by reason of or arising in any way directly or indirectly out of the state of repair and condition existence or user of the premises during the said term and against the failure by the Lessees to observe perform or comply with the covenants conditions and agreements or any of then on the part of the Lessees herein contained
- (11) **Not** to use or permit suffer or allow the premises to be used for any purpose other than as a site for a community and village hall and ancillary uses for the benefit of the residents of the area

- (12) Not** to erect or permit suffer or allow to be erected on the premises any building or structure without first obtaining the written consent of the Council (which consent shall contain such conditions as the Council deem fit to include therein)
- (13) Not** to erect or permit suffer or allow to be erected on the premises any residential unit of accommodation whatsoever.
- (14) As** soon as practicable to submit to the Council for approval full details of long-term proposals for the development of the premises including details of proposed phases of development (linked to a comprehensive scheme plan) and a building programme the first phase to include a hall suitable for public use **TOGETHER WITH** adequate toilet and kitchen accommodation
- (15) To** keep any buildings or structures erected on the premises and all additions thereto the gas water and other pipes mains cables wires appliances flues drains and water sanitary and other apparatus used exclusively in connection with the premises in good and tenantable repair and condition
- (16) As** often as shall be required and in any event in every seventh year of the term and in the last year of the term (however the term may be determined) in a proper and workmanlike manner -
- (a) to** prepare and paint all the inside wood metal and other work of any buildings or structures erected on the premises usually or requiring to be painted with not less than two coats of good quality paint
 - (b) to** prepare and re-polish any inside wood usually polished with best quality material
 - (c) to** prepare and paint or re-paper the ceilings and walls which may be so treated and
 - (d) to** clean and treat in a suitable manner for its maintenance in good condition any inside wood metalwork polished stone tiles glazed bricks and similar surfaces not required to be painted or polished
- (17) To** insure and keep insured in the joint names of the Council and the Lessees any buildings or structures erected on the premises against loss or damage in some insurance office to be approved by the Council to the full value thereof at least and to pay all premiums necessary for that purpose and whenever required to produce to the Council the policy of insurance and the receipt for the current year's premium and to cause all moneys received by virtue of such insurance to be forthwith laid out in replacing and reinstating the said building or structures and to make up any deficiency out of their own moneys
- (18) Not** to erect on or attach to or permit or suffer to be erected on or attached to the premises or any part thereof any structure or thing whether fixed or portable or any apparatus in connection with a wireless television or similar installation without first obtaining the written consent of the Council

- (19) **Not** to make or permit or suffer to be made any alteration to any buildings or structures erected on the premises without first obtaining the written consent of the Council
- (20) **Not** to affix to or exhibit upon or permit or suffer to be affixed to or exhibited upon any part of the exterior of the premises any writing sign placard poster signboard or other advertisement except such as -
- (a) **shall** be approved by the Council
- (b) **shall** be affixed to a notice board approved by the Council.
- (21) **To** permit the Council and the Council's agents with or without workmen and others at all reasonable times after prior notice of fourteen days to enter upon and to examine the state and condition of the premises and any buildings and structures erected thereon and forthwith to repair and make good all defects and wants of reparation of which notice in writing is served on then by the Council and if such works of repair and making good shall not have been commenced within two calendar months (or such extended period as shall be agreed by the Council in writing) after the service of such notice then to permit the Council and agents with or without workmen and others to enter upon the premises and to execute such works and the cost thereof shall be a debt due from the Lessees to the Council and be forthwith recoverable as a liquidated debt
- (22) **To** permit the Council their agents officers workman and others with or without tools and equipment at all reasonable times to enter upon the premises for the purpose of carrying out all works which they may be liable or require to do to or upon the premises or to or upon any adjoining or neighbouring premises
- (23) **To** yield up the premises with any buildings and structures erected thereon and the fixtures and fittings belonging thereto (except only such trade and other tenant's fixtures as shall belong to the Lessees) at the expiration determination of the term in good and tenantable repair and condition in accordance with the Lessees' covenants hereinbefore contained and to make good and repair any damage to the premises which may be occasioned by the removal of any fixtures belonging to the Lessees or to pay any cost to which the Council may be put in so making good

4 THE Council HEREBY COVENANT with the Lessees as follows :-

- (1) **To** cut the grass on the premises to a standard and at intervals to be determined by the Council until such time as the building works for the erection of a community and village hall shall commence
- (2) **That** the Lessees paying the said rent and observing and performing the covenants conditions and agreements hereinbefore contained shall during the term quietly hold and enjoy the premises without any interruption by the Council or any person lawfully claiming under them

5 **PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED** as follows :-

- (1) If any rent shall be in arrear for twenty-one days (whether formally demanded or not) or if there shall be any breach by the Lessees of any of the conditions hereinbefore contained then and in any of the said cases the Council may re-enter upon the premises or any part thereof in the name of the whole and thereupon this demise shall cease and determine but **WITHOUT PREJUDICE** to the right of action of the Council in respect of any breach of the conditions on the part of the Lessees herein contained
- (2) In this Lease where the context so admits or requires the singular shall be deemed to include the plural masculine shall be deemed to include feminine and where the premises are demised to more than one person the covenants expressed to be on the part of the lessees shall be deemed to be Joint and several covenants
- (3) Any notice under this Lease shall be in writing and any notice to the Lessees shall be sufficiently served if addressed to them and left or sent by pre-paid letter post to the premises and any notice to the Council shall be sufficiently served if addressed to their Chief Executive and Clerk for the time being and left at or sent by pre-paid letter post to The Priory St. Mary Street Bridgwater aforesaid A notice sent by post shall be deemed to be given at the time when in due course of post it would be delivered at the address to which it is sent
- (4) **Nothing** herein contained or implied shall -
 - (a) **impose** or be deemed to impose any restriction on the user of any land or building not comprised in this Lease or give the Lessees the benefit of or the right to enforce or have enforced or to prevent the release or modification of any covenant agreement or condition entered into by any lessee or tenant of the Council in respect of property not comprised in this Lease or to prevent or restrict in any way the user of any land or buildings not comprised in this Lease and
 - (b) **prejudice** or affect the Council's rights powers duties and obligations in the exercise of their functions as a local authority and the rights powers duties and obligations of the Council under any public and private statutes byelaws orders and regulations may be fully and effectually exercised in relation to the premises as if they were not the owners of the premises and this Lease had not been executed by the Council
- (5) **The** Lessees shall not be entitled to any right of access of light or air to the premises which would restrict or interfere with the free use of any adjoining or neighbouring land now owned by the Council for building or for any other purpose and further that no estate or interest in the soil of the road and footpaths or proposed road and footpaths adjacent to the premises is or shall be deemed to be included in the demise hereinbefore contained
- (6) If a community and village hall has not been erected and completed on the premises and is not in use by the public within twenty-eight years of the commencement of the term hereby granted the Council may determine

the term hereby granted at any time after the [blank] day of [blank] Two Thousand and Eleven on giving to the Lessees six months' previous notice in writing of such their desire and immediately on the expiration of such period of six months the present demise and everything herein contained shall cease and be void but **WITHOUT PREJUDICE** to the rights and remedies of the Council against the Lessees in respect of any antecedent claim or breach of covenant

(7) **The** Lessees shall retain the existing car parking area shown hatched blue on the plan annexed hereto for public use at all reasonable hours during the term hereby granted **PROVIDED THAT** on obtaining the Council's previous consent in writing as to the size location and standard of construction the Lessees may move the public car parking area to an alternative location within the premises

(8) (a) **The** Council will maintain the said car parking area to such standard as they deem fit but if in moving the same to an alternative location within the premises the Lessees provide a dual purpose car park serving both the needs of the shopping public and those of the users of the community and village hall the Lessees shall from the date of the provision of such a dual purpose car park maintain the same to the reasonable satisfaction of the Council **SUBJECT TO** the payment by the Council of a rateable share of the cost of maintaining the same according to the degree of use by the shopping public

(b) **If** in re-locating the said car parking area provision is made for it to be used exclusively for the shopping public (and users of the community and village hall are specifically prohibited from using the same) the Council will maintain the same to such standards as they deem fit

(9) **In** the event of a dispute as to the amount payable by the Council in accordance with the previous sub-clause the matter shall be referred by the parties to an independent Surveyor, appointed by agreement or in default by the President for the time being of The Royal Institution of Chartered Surveyors and such Surveyor shall determine the dispute acting as an expert and not as an arbitrator and he shall direct by whom costs should be borne

(10) **The** Lessees and all persons holding any property of the Charity shall take such steps as may be necessary for the purpose of vesting the premises in the Official Custodian for Charities

(11) (a) **The** Council shall be permitted to retain the existing temporary public conveniences in their existing position within the area shown hatched blue on the plan annexed hereto and shall be responsible for maintaining repairing re-decorating and cleansing the same

Car park and toilets

There is no longer a public car parking area for shoppers. The public car park referred to on this page used to be accessed from Hammet Street. It was not incorporated into the Community Centre car park but was instead sold by the Council for housing.

The temporary public toilets, which used to be on the public car park, have now been rebuilt near Scrivens.

(b) The Council shall be permitted to re-build the said public convenience either in their existing location or in an alternative location within the premises **PROVIDED THAT** such alternative location is first agreed with the Lessees and the Council shall maintain repair redecorate and cleanse the same

(12) The Council shall be responsible for maintaining public liability insurance in respect of the car park and the public conveniences

IN WITNESS whereof the Council have caused their Common Seal to be hereunto affixed the day and year first before written