

Grimoldby and Manby Parish Council

To the Members of the Parish Council of Grimoldby and Manby:

You are hereby summoned to attend a meeting of Grimoldby and Manby Parish Council, which will be held on Wednesday 20th January 2021 by telephone conference at **7.30pm**. The business to be dealt with at the meeting is listed in the agenda below.

Please note that the meeting will begin at 7.30pm UNLESS any public are present in which case there will be a public forum when members of the public may ask questions or make short statements to the Council. Any public, wishing to speak on an agenda item or 'sit in' on the meeting(s) should advise the Clerk, using the email address below, in advance and may 'join' the meeting using the following details:

To join: At least 5 minutes before 7.30pm you should telephone 0330 606 0403 and follow the instructions given. The access code is 4551356. Upon joining please make yourself known to the Clerk.

Members of the public should note that they will not be allowed to speak during the formal meeting.



Mrs. L.M. Phillips

Clerk

Dated this 15th Day of January 2021

AGENDA

1. Apologies for Absence

To note apologies where valid reasons for absence have been given to the Clerk prior to the meeting.

2. Chairman's Remarks

3. Declarations of Interest / Dispensations

To receive declarations of interest in accordance with the Localism Act, 2011 – these being **any** interest in agenda items not previously recorded on Members' Register of Interests. Council to consider granting dispensation(s), as per written requests received by the proper officer to councillors under section 22 of the Localism Act.

4. Council Minutes

To approve as a correct record the draft Minutes of the Council Meeting held on 16th December 2020 and authorise the Chairman to sign the official minutes. (Attached).

5. Finance

To receive, note and duly resolve to authorise:

- a. The Financial Report for January, showing a closing balance on 10th December 2020 of £50,154.72 which agrees to the closing balance on the bank statement issued on 14th December 2020. (Attached).
- b. Cheques for payment, listed on the Cheque Schedule 012021 totalling £553.28. (Attached).
- c. Budget Variance Report to December 2020. (Attached).

6. Planning

a. Applications received by the Local Planning Authority

To consider current applications including those listed in the schedule (Plans_01_20_21) (Attached).

b. Planning Decisions to Note

- i. N/067/02085/20 – Wheelwrights Cottage, Manby Middlegate, Grimoldby, LN11 8ST – ELDC have granted full planning permission.
- ii. N/113/02088/20 – Fair View, Manby Middlegate, Grimoldby, LN11 8ST – ELDC have granted full planning permission.
- iii. N/067/01445/20 – Land off Tinkle Street, Grimoldby, LN11 8SW – ELDC have granted outline planning permission.
- iv. N/067/02017/20 – Tree Tops, Eastfield Lane, Grimoldby, LN11 8TD – ELDC have granted full planning permission.

7. Public Area on New Housing Development off the B1200

Council to receive a report from Cllr. Fairburn and consider the way forward.

Grimoldby and Manby Parish Council

8. **Sports Pavillion and Grounds**

Council to consider draft lease and resolve upon the way forward.

9. **The Pensions Regulator**

Council to note that the third anniversary of its staging date (1st February 2021) is approaching and it is required to make a re-declaration. Council to confirm the declaration and that the Clerk may make it on its behalf. Re-declaration deadline is 30th June 2021.

10. **Any Other Business**

Councillors to exchange information, if required. Please note, no decisions may lawfully be taken during this item.

**MINUTES OF THE MEETING OF GRIMOLDBY AND MANBY PARISH COUNCIL
HELD BY TELEPHONE CONFERENCE
ON WEDNESDAY 16th DECEMBER 2020**

Present Councillor T. Knowles (TK) (in the chair)

Councillors: Mrs. E. Billings (EB), M. Bruce (MB), Mrs. D. Copeland (DC), C. Fairburn (CF), Mrs. L. Knowles (LK), M. Starsmore (MS), Mrs. N. Turney (NT), T. Vamplew (TV)

Councillors not present: None.

The Clerk, Mrs. L.M. Phillips was also present.

No members of the public spoke in the public forum:

184. Apologies for Absence

There were no apologies for absence.

185. Chairman's Remarks

The Chairman remarked that the local pub was scheduled to open in January, Covid permitting. ELDC were having trouble with a new system which had caused havoc with their email system. ELDC were looking to compulsorily purchase Beech Grove. ELDC were confident that they would like to transfer ownership of the Playpark and Tennis Courts in the New Year. The Chairman wished to explore the possibility of renting an office at the Pavilion.

186. Declarations of Interest

There were no declarations of interest.

187. Council Minutes

Following a vote of the Council it was **RESOLVED** to approve as a correct record the Minutes of the Council Meeting held on 18th November 2020.

188. Finance

The Council received, noted and duly **RESOLVED** to authorise the following:

- a. The Financial Report for December, showing a closing balance on 13th November 2020 of £51,322.66 which agreed to the closing balance on the bank statement issued on 13th November 2020.
- b. Cheques for payment, listed on the Cheque Schedule 121620 totalling £1,048.94.
- c. Cashbook Statement of Receipts and Payments Months 1 to 8.

189. Planning

a. Applications received by the Local Planning Authority

The Council considered current applications including those listed in the schedule (Plans_12_16_20) and resolved as follows:

- i. N/067/01656/20 - Grimoldby and Manby Parish Council discussed this application on 16th December 2020 and had the following points of concern: The proposed plan shows a room as a reception. Is this to be a commercial building as it may then require disabled facilities, and the Council has not seen any Change of Use application, just redirection of the footpath. The new vehicular access to the B1200 road junction will require a 2m radius, plus visibility splays for the speed limit. Vehicles will either enter or leave in a reverse gear which will add to the hazard. No turning facility is available. The Existing Plan has the elevations to the East and West wrongly stated. Q.7 of the application form states that there will be no new or altered vehicular access to the B1200. This is incorrect. What are the foul and stormwater drainage proposals, as none are shown.
- ii. N/067/02085/20 - Grimoldby and Manby Parish Council discussed this application on 16th December 2020. It noted that this application is aligned with Outline Planning Permission N/067/01139/20 granted 16/09/2020, and forms a replacement garage for the one demolished in the approval. G&M PC are pleased to see that an additional vehicular and pedestrian access is to be formed to allow vehicles to enter and leave in a forward gear. G&M PC ask that any approval is subject to the conditions imposed in the previous Outline Approval.

b. Planning Decisions

The Council noted the following:

- i. N/067/01656/20 – Land Adjacent Pennygate, Middlesykes Lane, LN11 8TE – ELDC have

granted full planning permission.

- ii. N/067/01625/20 – Crew Yard Cottage, Middlesykes Lane, LN11 8TE – ELDC have granted Full Planning Permission.

190. Annual Governance and Accountability Return (AGAR) 2019/20

The Council noted that Grimoldby and Manby Parish Council had received an unqualified external audit but it had been requested in future to set the dates for the public rights of inspection as soon after approval of the AGAR as practicable.

191. Council Vacancies

The Council noted that ELDC had confirmed that as no election had been requested to replace Cllrs. Solari and Oughton it could now co-opt replacement members.

192. Amenity Grasscutting Agreement 2021/22

The Council resolved to renew its agreement with LCC regarding amenity grasscutting in 2021/22.

193. Traffic on Middlesykes Lane

The Council resolved to write to LCC requesting that a review of traffic on Middlesykes Lane take place and that a Highways Officer and possibly Paul Edwards of ELDC undertake a site visit with Councillors.

194. Public Area on New Housing Development off the B1200

This item was deferred as Cllr. Fairburn, who had put it forward, was not in attendance.

195. Clerk's Membership of SLCC

The Council resolved to renew the Clerk's membership of the above at a cost £112.

196. Any Other Business

Councillor TK urged everyone to be careful, have a lovely Christmas and return in the New Year fit and well.

The meeting closed at 7.55pm

Signed _____ (Chairman) Dated _____

Financial Report - January 2021

	£	£
Opening balance as at 13th November 2020		51,322.66
ADD receipts		-
		51,322.66
LESS payments		
1177 HMRC PAYE/NIC for June 2019	81.00	
1259 HMRC PAYE/NIC September	0.40	
1260 Mr. T. Knowles Padlock for Tennis Courts	5.00	
1262 HMRC PAYE/NIC October	100.80	
1263 Glendale Countryside Ltd Grasscutting	153.60	
1265 Mr. K. Towler Village Maintenance in Aug and Sept	555.46	
1266 G&MI Wages November	353.08	
1267 HMRC PAYE/NIC for November 2020	88.20	
1268 Glendale Countryside Ltd Grasscutting	153.60	
1269 G&MI Wages December	353.08	
1270 HMRC PAYE/NIC for December 2020	88.20	
1271 PKF Littlejohn LLP External Audit	240.00	
1272 Mr. K. Towler Maintenance	367.66	
	2,540.08	48,782.58
ADD Uncleared Cheques		
1177 HMRC PAYE/NIC for June	81.00	
*1259 HMRC PAYE/NIC September	0.40	
1267 HMRC PAYE/NIC for November 2020	88.20	
1268 Glendale Countryside Ltd Grasscutting	153.60	
1269 G&MI Wages December	353.08	
1270 HMRC PAYE/NIC for December 2020	88.20	
1271 PKF Littlejohn LLP External Audit	240.00	
1272 Mr. K. Towler Maintenance	367.66	
Closing balance as at 10th December 2020	1,372.14	50,154.72
VAT owed as at 8th January 2022 for 2020/21		305.28

*1259

This cheque has been cashed by HMRC but the amount shown on the bank statement is 82.00 which does not match to the physical cheque which was made out to £82.40. The Clerk is checking this with the bank and HMRC.

Cheque Schedule January 2021

Cheque No	Supplier / Payee	Details	Cheque Total	Invoice Total	VAT	Net
1273	G&M1	Wages January	353.08	353.08	-	353.08
1274	HMRC	PAYE/NIC January	88.20	88.20	-	88.20
1275	SLCC	Membership Fees 2021	112.00	112.00	-	112.00
TOTALS			553.28	553.28	-	553.28

Grimoldby and Manby Parish Council

Planning Schedule January 2021

Our Ref	Authority	Application No.	Type	Applicant	Proposal	Location	Comments	Deadline for Comments
25	ELDC	N/067/ 02244/20	Planning Permission	Mr. P.M. Bates	Erection of a detached single garage and store on the site of an existing garage which is to be demolished.	The Old Chapel House, Priory Lane, Grimoldby, LN11 8SP	Support	21/01/2021
26	ELDC	N/067/ 02357/20	Planning Permission	Mr. Lammin	Erection of 2no. Detached houses each with a detached garage/cart house and construction of a vehicular access.	Land Off Middlesykes Lane, Grimoldby, LN11 8TE	Support	20/01/2021

DATED

LEASE

relating to

Sports Pavilion and Grounds on the east side of Gibson Way, Manby, Louth

between

GRIMOLDBY AND MANBY PARISH COUNCIL

and

[Party 2]

DRAFT

This lease is dated

2021

HM Land Registry

Title number[s]:

Administrative area:

Parties

- (1) GRIMOLDBY AND MANBY PARISH COUNCIL care of Mrs L Phillips, 9 Alexandra Road, Louth LN11 0ND (**Landlord**)
- (2) [INDIVIDUAL NAME] of [INDIVIDUAL ADDRESS] (**Tenant**)

Agreed terms

1. Interpretation

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

1.1 Definitions:

Act of Insolvency:

- a) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant or any guarantor;
- b) the making of an application for an administration order or the making of an administration order in relation to the Tenant or any guarantor;
- c) the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to the Tenant or any guarantor;
- d) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant or any guarantor;
- e) the commencement of a voluntary winding-up in respect of the Tenant or any guarantor, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies;
- f) the making of a petition for a winding-up order or a winding-up

order in respect of the Tenant or any guarantor;

g) the striking-off of the Tenant or any guarantor from the Register of Companies or the making of an application for the Tenant or any guarantor to be struck-off;

h) the Tenant or any guarantor otherwise ceasing to exist (but excluding where the Tenant or any guarantor dies);

i) the making of an application for a bankruptcy order, the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant or any guarantor; or

j) the levying of any execution or other such process on or against, or taking control or possession of, the whole or any part of the Tenant's assets.

The paragraphs above shall apply in relation to a partnership or limited partnership (as defined in the Partnership Act 1890 and the Limited Partnerships Act 1907 respectively) subject to the modifications referred to in the Insolvent Partnerships Order 1994 (SI 1994/2421) (as amended), and a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000) subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (SI 2001/1090) (as amended).

Act of Insolvency includes any analogous proceedings or events that may be taken pursuant to the legislation of another jurisdiction in relation to a tenant or guarantor incorporated or domiciled in such relevant jurisdiction.

Annual Rent: rent at the rate of £295.00 per annum which shall be exclusive of any VAT properly chargeable on it.

Contractual Term: a term of 5 years beginning on and including the date of this lease and ending on and including 2026.

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

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

LTA 1954: Landlord and Tenant Act 1954.

Permitted Use: Sports Pavilion and Grounds.

Plan: the plan attached to this lease marked "Plan".

Property: the land being the Sports Pavilion and Grounds on the east side of Gibson Way, Manby, Louth shown edged red on the Plan.

Rent Payment Dates: [25 March, 24 June, 29 September and 25 December OR [ALTERNATIVE RENT PAYMENT DATES].]

Schedule of Condition: the photographic schedule signed by the parties annexed to this lease and marked "Schedule of Condition".

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

Third Party Rights: all rights, covenants and restrictions affecting the Property including the matters referred to at the date of this lease in registers of title number LL396065.

VAT: value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

- 1.2 A reference to this **lease**, except a reference to the date of this lease or to the grant of this lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.
- 1.3 A reference to the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease. A reference to the **Tenant** includes a reference to its successors in title.
- 1.4 The expressions **landlord covenant** and **tenant covenant** each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
- 1.5 Unless the context otherwise requires, a reference to the **Property** is to the whole and any part of it.
- 1.6 A reference to the **term** is to the Contractual Term [and statutory continuation of this lease].
- 1.7 A reference to the **end of the term** is to the end of the term however it ends.
- 1.8 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.9 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.10 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.

- 1.11 Any obligation on the Tenant not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.12 Unless the context otherwise requires, any words following the term **including**, **include**, **in particular**, **for example**, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or terms preceding those terms.
- 1.13 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.14 A reference to **writing** and **written** excludes fax and email.
- 1.15 Unless the context requires, references to clauses and Schedules are to the clauses and Schedules of this lease and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.16 Clause, Schedule and paragraph headings shall not affect the interpretation of this lease.
- 1.17 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.18 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.19 Unless expressly provided otherwise, the obligations and liabilities of the parties under this lease are joint and several.
- 1.20 In relation to any payment, a reference to a **fair proportion** is to a fair proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord.

2. **Grant**

- 2.1 The Landlord lets the Property to the Tenant for the Contractual Term.
- 2.2 The grant is made together with the ancillary rights set out in clause 3, excepting and reserving to the Landlord the rights set out in clause 4, and subject to the Third Party Rights.
- 2.3 The grant is made with the Tenant paying the following as rent to the Landlord:

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

3. Ancillary rights

- 3.1 Neither the grant of this lease nor anything in it confers any right over any other neighbouring property nor is to be taken to show that the Tenant may have any right over any part of [the Landlord's Neighbouring Property or any] neighbouring property, and section 62 of the Law of Property Act 1925 does not apply to this lease.
- 3.2 Immediately after the end of the term (and notwithstanding that the term has ended), the Tenant shall make an application to remove all entries on the Landlord's title relating to the easements granted by this lease and shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly. The Tenant shall keep the Landlord informed of the progress and completion of its application.

4. Rights excepted and reserved

- 4.1 The following rights are excepted and reserved from this lease to the Landlord (the **Reservations**) notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them result in a reduction in the flow of light or air to the Property or loss of amenity for the Property provided that they do not materially affect the use and enjoyment of the Property for the Permitted Use:
 - (a) the right to enter the Property to inspect the condition of the Property and for any other purpose mentioned in or connected with:
 - (i) this lease;
 - (ii) the Reservations; or
 - (iii) the Landlord's interest in the Property;
 - (b) [OTHER SPECIFIC RESERVED RIGHTS.]
- 4.2 The Reservations may be exercised by the Landlord and by anyone else who is or becomes entitled to exercise them, and by anyone authorised by the Landlord.
- 4.3 The Tenant shall allow all those entitled to exercise any of the Reservations to enter the Property at any reasonable time and, except in the case of an emergency, after having given reasonable notice to the Tenant (which notice need not be in writing), with or without their workers, contractors, agents and professional advisors.

4.4 No party exercising any of the Reservations, nor its workers, contractors, agents or professional advisors, shall be liable to the Tenant or other occupier of or person at the Property for any loss, damage, injury, nuisance or inconvenience arising by reason of the exercise of any of the Reservations except for:

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

5. Third Party Rights

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

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

6. Annual Rent and other payments

6.1 The Tenant shall pay the Annual Rent and any VAT in respect of it by equal instalments in advance on or before the Rent Payment Dates and the first instalment shall be paid on the date of this lease and shall be the proportion, calculated on a daily basis, for the period from and including the date of this lease until the day before the next Rent Payment Date.

6.2 Payments of Annual Rent and any VAT in respect of it shall be made by banker's standing order or by any other method that the Landlord reasonably requires at any time by giving notice to the Tenant.

6.3 The Tenant shall pay all costs in connection with the supply and removal of all electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the Property. If any of those costs are payable in relation to the Property together with other property, the Tenant shall pay a fair proportion of all those costs.

6.4 The Tenant shall pay all present and future rates, taxes and other impositions and outgoings payable at any time during the term in respect of the Property, its use and any works carried out there, except:

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

(b) any taxes (other than VAT) payable by the Landlord by reason of the receipt of any of the rents due under this lease.

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

6.6 The Tenant shall pay the costs and expenses (assessed on a full indemnity basis) of the Landlord, including any solicitors' or other professionals' costs and expenses and whether incurred during or after the end of the term, in connection with or in contemplation of the enforcement of the tenant covenants of this lease and with any consent applied for in connection with this lease and the preparing and serving of any notice in connection with this lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of those sections, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court.

6.7 If any Annual Rent or any other money payable under this lease has not been paid by the date it is due, whether it has been formally demanded or not, the Tenant shall pay the Landlord interest on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on a daily basis for the period from the due date to and including the date of payment.

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

7. Common items

7.1 The Tenant shall pay the Landlord on demand a fair proportion of all costs payable by the Landlord for the maintenance, repair, cleaning and renewal of all Service Media, structures and other items used or capable of being used by the Property in common with other land.

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

8. Insurance

The Tenant shall at its own expense procure and maintain insurance in respect of all third party liability risks in relation to the Property with an insurance company approved by the Landlord to provide cover in respect of each and every claim of not less than £10 million or such higher sum as the Landlord may from

time to time direct in writing. The Tenant shall ensure that the interest of the Landlord is noted on the policy and shall, on demand by the Landlord, supply to the Landlord a copy of the insurance policy together with a receipt or other evidence of payment of the latest premium due under it.

9. VAT

- 9.1 All sums payable by the Tenant are exclusive of any VAT that may be chargeable. The Tenant shall pay VAT in respect of all taxable supplies made to it in connection with this lease on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.
- 9.2 Every obligation on the Tenant, under or in connection with this lease, to pay the Landlord or any other person any sum by way of a refund or indemnity, shall include an obligation to pay an amount equal to any VAT incurred on that sum by the Landlord or other person, except to the extent that the Landlord or other person obtains credit for such VAT under the Value Added Tax Act 1994.

10. Use, repairs and alterations

- 10.1 The Tenant shall not use the Property for any purpose other than the Permitted Use.
- 10.2 The Tenant shall not:
- (a) use the Property for any purpose or in any manner that is illegal, hazardous or dangerous, or would cause loss, damage, injury, nuisance or inconvenience to the Landlord, any other tenants of the Landlord or any other owner or occupier of neighbouring property;
 - (b) do anything to or on the Property that invalidates or may invalidate, in whole or in part, any insurance effected by the Landlord in respect of the Property;
 - (c) permit any trespass on the Property;
 - (d) obstruct any public road, footpath, right of way or any means of access to the Property;
 - (e) remove any topsoil or turf from the Property;
 - (f) cut, lop, fell or remove any trees or hedges on the Property.
- 10.3 The Tenant shall keep the Property and, at the end of the term, leave the Property, clean, tidy and clear of rubbish and shall keep and leave clean and in good repair, order and condition and free from obstruction all Service Media but the Tenant is not obliged to put the Property in any better state of repair than it

was at the date of this lease as evidenced by the Schedule of Condition.

10.4 The Landlord may enter the Property to inspect its condition and may give the Tenant a notice of any breach of any of the tenant covenants in this lease relating to the condition of the Property. The Tenant shall carry out and complete any works needed to remedy that breach within the time reasonably required by the Landlord, in default of which the Landlord may enter the Property and carry out the works needed. The costs incurred by the Landlord in carrying out any works pursuant to this clause 10.4 (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand. Any action taken by the Landlord pursuant to this clause 10.4 shall be without prejudice to the Landlord's other rights, including those under clause 17.

10.5 The Tenant shall not:

- (a) damage or make any opening in the boundary structure of the Property;
- (b) install or re-route any Service Media on the Property; or
- (c) make any alteration or addition to the Property or install or erect any equipment, buildings or other structures on the Property without the Landlord's prior written consent, such consent not to be unreasonably withheld and the Tenant shall, at the Landlord's request and at the Tenant's cost, remove the Tenant's installations and erections at the end of the term and make good any damage caused to the Property by that removal.

11. **Compensation on vacating**

Any right of the Tenant or anyone deriving title under the Tenant to claim compensation from the Landlord on leaving the Property under the LTA 1954 is excluded, except to the extent that the legislation prevents that right being excluded.

12. **Compliance with laws**

12.1 The Tenant shall comply with all laws relating to:

- (a) the Property and the occupation and use of the Property by the Tenant;
- (b) the use of all Service Media and any machinery or equipment at or serving the Property;
- (c) any works carried out at the Property; and
- (d) all materials kept at or disposed of from the Property.

12.2 Within five working days after receipt of any notice, order, direction or other formal communication affecting the Property or the Landlord's interest in the Property (and whether or not served pursuant to any law), the Tenant shall:

- (a) inform the Landlord and allow the Landlord to copy the relevant document; and
- (b) take all steps necessary to comply with the communication and take any other action in connection with it as the Landlord may reasonably require.

12.3 The Tenant shall not apply for any planning permission for the Property without the Landlord's consent[, not to be unreasonably withheld].

13. Prohibition of dealings

The Tenant shall not assign, underlet, charge, part with or share possession or share occupation of this lease or the Property or assign, part with or share any of the benefits or burdens of this lease, or in any interest derived from it, whether by a virtual assignment or other similar arrangement] or hold the lease on trust for any person (except by reason only of joint legal ownership), or grant any right or licence over the Property in favour of any third party.

14. Returning the Property to the Landlord

14.1 At the end of the term, the Tenant shall return the Property to the Landlord in the repair and condition required by this lease and remove from the Property all chattels belonging to or used by the Tenant.

14.2 The Tenant irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels, fittings or items it has fixed to the Property and which have been left by the Tenant on the Property for more than ten working days weeks after the end of the term. The Landlord shall not be liable to the Tenant by reason of that storage or disposal. The Tenant shall indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

15. Indemnity

The Tenant shall indemnify the Landlord and keep the Landlord indemnified against all liabilities, expenses, costs (including but not limited to any solicitors' or other professionals' costs and expenses), claims, damages and losses (including but not limited to any diminution in the value of the Landlord's interest in the Property and loss of amenity of the Property) suffered or incurred by the Landlord arising out of or in connection with:

- (a) the use of the Property in connection with the Permitted Use;

- (b) any breach of any tenant covenants in this lease; or
- (c) any act or omission of the Tenant or any other person on the Property with the Tenant's actual or implied authority.

16. Landlord's covenant for quiet enjoyment

The Landlord covenants with the Tenant, that, so long as the Tenant pays the rents reserved by and complies with its obligations in this lease, the Tenant shall have quiet enjoyment of the Property without any interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this lease.

17. Re-entry and forfeiture

17.1 The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any of the following occurs:

- (a) any rent is unpaid 21 days after becoming payable whether it has been formally demanded or not;
- (b) any breach of any condition or tenant covenant of this lease; or
- (c) an Act of Insolvency.

17.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause, this lease shall immediately end. Any right or remedy of the Landlord in respect of any breach of the terms of this lease by the Tenant will remain in force.

18. Entire agreement

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

19. Notices, consents and approvals

19.1 Except where this lease specifically states that a notice need not be in writing, any notice given under or in connection with this lease shall be:

- (a) in writing and for the purposes of this clause an email is not in writing; and
- (b) given by hand or by pre-paid first-class post or other next working day delivery service at the party's registered office address (if the party is a company) or (in any other case) at the party's principal place of business

or residence.

- 19.2 If a notice complies with the criteria in clause 19.1, whether or not this lease requires that notice to be in writing, it shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the proper address; or
 - (b) if sent by pre-paid first-class post or other next working day delivery service, on the [second] working day after posting.
- 19.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 19.4 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this lease.
- 19.5 Where the consent of the Landlord is required under this lease, a consent shall only be valid if it is given by deed, unless:
- (a) it is given in writing and signed by the Landlord or a person duly authorised on its behalf; and
 - (b) it expressly states that the Landlord waives the requirement for a deed in that particular case.

If a waiver is given, it shall not affect the requirement for a deed for any other consent.

- 19.6 Where the approval of the Landlord is required under this lease, an approval shall only be valid if it is in writing and signed by or on behalf of the Landlord, unless:
- (a) the approval is being given in a case of emergency; or
 - (b) this lease expressly states that the approval need not be in writing.
- 19.7 If the Landlord gives a consent or approval under this lease, the giving of that consent or approval shall not imply that any consent or approval required from a third party has been obtained, nor shall it obviate the need to obtain any consent or approval from a third party.

20. Rights of third parties

A person who is not a party to this lease shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this lease.

21. Governing law

This lease and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

22. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this lease or its subject matter or formation (including non-contractual disputes or claims).

23. Exclusion of sections 24 to 28 of the LTA 1954

23.1 The parties confirm that:

- (a) the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy created by this lease, [not less than 14 days] before [this lease OR [DETAILS OF AGREEMENT FOR LEASE]] was entered into [a certified copy of which notice is annexed to this lease];
- (b) [the Tenant OR [NAME OF DECLARANT] who was duly authorised by the Tenant to do so] made a [statutory] declaration dated [DATE] in accordance with the requirements of section 38A(3)(b) of the LTA 1954 [a certified copy of which [statutory] declaration is annexed to this lease]; and OR]
- (c) [there is no agreement for lease to which this lease gives effect.]

23.2 The parties agree that the provisions of sections 24 to 28 of the LTA 1954 are excluded in relation to the tenancy created by this lease.

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

IN WITNESS of which two members of the Grimoldby and Manby Parish Council have pursuant to a resolution of the Council passed on the day of 2021

Signature Member of the Parish Council Member of the Parish Council
