

I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL LEASE AND TRUST DEED.

M.E. Pearson

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M.E. PEARSON - Legal & Administrative Officer,
Peterborough City Council.

Date *20th November* 1980

THE COUNCIL OF THE CITY OF PETERBOROUGH

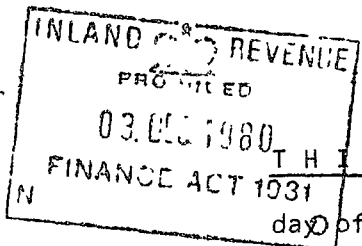
to

THE PARISH COUNCIL OF THE PARISH OF THORNEY

LEASE AND TRUST DEED

relating to Thorney Tank Yard

M. E. Pearson, LL.B.
Town Hall
Peterborough
PE1 1HG



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THIS LEASE and TRUST DEED made the *Seventeenth* day of *November* One thousand nine hundred and eighty

BETWEEN THE COUNCIL OF THE CITY OF PETERBOROUGH

(hereinafter called "the Lessor" 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) of the one part



PARISH COUNCIL OF THE PARISH OF THORNEY which expression shall

where the context so admits include the Parish Council's successors in title) of the other part-----



WITNESSES as follows:-

1. THE Interpretation Act 1978 applies to the interpretation of this deed as it applies to the interpretation of an Act of Parliament-
2. THE Parish Council is the trustee of the Thorney Village Hall Management Committee (hereinafter called "the Charity")-----
3. IN consideration of the rent covenants and conditions hereinafter reserved and contained and on the part of the Parish Council to be paid observed and performed the Lessor hereby demises unto the Parish Council ALL THAT land and building described in the First Schedule hereto EXCEPT AND RESERVING the rights of way mentioned therein (hereinafter called "the demised premises") in manner and upon the trusts and subject to the powers and provisions set out in the Second Schedule hereto TO HOLD the same unto the Parish Council from the *Seventeenth* day of *November* 1980 for the term of NINETY-NINE YEARS paying therefor during the said term the yearly rent of ONE POUND on the first day of April in each year the first such payment to be made on the signing hereof
4. THE Parish Council covenants with the Lessor as follows:-
 - (1) to pay the rent hereby reserved in manner aforesaid-----

(2) to pay all existing and future rates taxes assessments and outgoings payable by law in respect of the demised premises by either the owner or the occupier thereof-----

(3) to use the demised premises for the objects of the Charity in accordance with the normal activities of a Parish Hall or Community Centre and for such other purposes not inconsistent therewith as may in the opinion of the Lessor be reasonably necessary for the support of the Charity and for no other purpose whatsoever-----

(4) not to erect or suffer to be erected on or affix to the demised premises or any part thereof any building or erection or sign or to make any structural alteration without the prior written consent of the Lessor-----

(5) to keep the interior of the demised premises and all fixtures and fittings thereto in good and tenantable state of repair cleanliness and decoration to the satisfaction of the City Architect for the time being of the Lessor-----

(6) to maintain the outside doors window frames and glass and to decorate the exterior of the demised premises in a manner to the satisfaction of the said City Architect-----

(7) to maintain in a clean and tidy condition the grounds which are included in the area of the demised premises including the allotments-----

(8) to pay to the Lessor on demand the cost of painting the exterior of the demised premises in accordance with clause 5(2) hereof-----

(9) not to do or permit to be done in or upon the demised premises or any part thereof anything which may be or become a nuisance or annoyance or cause damage or inconvenience to the Lessor or to the owners or occupiers of any neighbouring land or

premises and to indemnify the Lessor against all actions claims damages costs and expenses made against it in respect of any such nuisance annoyance inconvenience or damage-----

(10) not to do or suffer to be done anything which may vitiate the Lessor's policy of insurance against loss or damage by fire or which may entitle the Lessor's insurers to increase the rate of premium on such policy-----

(11) not to assign underlet or part with the possession of the demised premises or any part thereof except that the sub-letting of allotments by the Parish Council shall not be considered to be a breach of this covenant-----

(12) (i) to permit the Lessor's officers or agents at all reasonable times during the said term with or without workmen and others to enter the demised premises to take inventories and to view the state of repair and condition of the demised premises and in respect of all defects and wants of reparation then and there found and which the Parish Council shall be liable to make good under the covenants hereinbefore contained to serve upon the Parish Council notice in writing specifying any repairs necessary to be done and require the Parish Council forthwith to execute the same and if the Parish Council shall not within forty two days after the service of such notice proceed diligently with the execution of such repairs then to permit the Lessor's officers with workmen and others to enter upon the demised premises and execute such repairs and the cost thereof shall be a debt due from the Parish Council to the Lessor and be forthwith recoverable by action-----

(ii) to permit the Lessor's officers or agents at all reasonable times during the said term with or without workmen and others to enter the demised premises to take inventories and to view the state of repair and condition of any adjoining premises of the Lessor and to permit the Lessor's officers or agents with or without workmen at all reasonable times during the said term to enter upon the demised premises and execute such works of maintenance and repair to the adjoining premises as may be deemed necessary by the Lessor-----

(iii) to permit the Lessor's officers or agents at all reasonable times during the said term with or without workmen and others to enter the demised premises for the purpose of laying repairing maintaining extending and replacing pipes drains cables ducts flues or other services in or under the demised premises-----

(13) to comply with all Acts of Parliament Orders and regulations made thereunder and byelaws of the Local Authorities in relation to the demised premises and to pay any fees or charges legally demandable under such Acts of Parliament Orders regulations or byelaws-----

(14) not to hold or permit or suffer to be held any sale by auction on the demised premises and not to sell or permit or suffer to be sold on the demised premises any literature or material which is in the opinion of the Lessor of a pornographic obscene or racially prejudicial nature-----

(15) not to affix or exhibit or permit or suffer to be affixed or exhibited to or upon any part of the exterior of the demised premises or the external walls or on the interior or exterior surfaces of any windows thereof any showcase or vending or

weighing machine placard poster signboard or other advertisement except with the prior written approval of the Lessor or to display any goods externally-----

(16) (i) to pay all costs charges and expenses incurred by the Lessor for the purposes of or incidental to or in contemplation of the preparation and service of any notice under S.146 of the Law of Property Act 1925 notwithstanding that forfeiture may be avoided otherwise than by relief granted by the Court-----

(ii) to pay the costs of the preparation of this Lease and Trust Deed and a Counterpart thereof and the Stamp Duty on such Lease and Counterpart-----

(iii) to pay to the Lessor all costs and expenses (and if payable the VAT thereon) incurred by it or on its behalf in respect of any approval consent or other matter whatsoever in respect of which payment is not otherwise herein provided for-----

(17) to be responsible for the day to day maintenance of the automatic pump situated in the basement of the demised premises when the same has been replaced by the Lessor in accordance with clause 5(3) hereof-----

(18) if necessary to disconnect electrical services from the part of the Tank Yard building excluded from this Lease and to arrange for the electricity supply to the demised premises to be separately metered properly installed and thereafter maintained--

(19) to maintain the clock situated on the outside of the demised premises-----

(20) to be responsible for the water supply to the demised premises and to maintain in proper order the drains serving the

demised premises to the satisfaction of the City Architect from time to time appointed by the Lessor-----

(21) at the end or sooner determination of the term hereby granted to yield up the demised premises and all additions thereto with the fixtures and fittings now thereon or which may be affixed throughout the term (other than those affixed by the Parish Council) in good and tenantable repair and condition in accordance with the covenants hereinbefore contained-----

5. THE Lessor covenants with the Parish Council as follows:-

(1) at all times to keep the demised premises insured for a sum not less than the full reinstatement value against loss or damage by fire and such other risks as the Lessor may consider expedient together with an appropriate addition for professional fees to be incurred in rebuilding or reinstatement in an insurance office of repute and in the event of destruction or damage of the demised premises or any part thereof by the insured risks or any of them to rebuild or reinstate the same subject to any building control restrictions which may at such time be in force-----

(2) to paint the outside of the demised premises at such times and in such manner as the Lessor or its duly authorised agent shall in its or his absolute discretion determine the cost of such painting to be reimbursed to the Lessor upon demand by the Parish Council-----

(3) to replace the automatic pump situated in the basement of the demised premises-----

(4) that the Parish Council paying the rent hereby reserved and performing and observing the several covenants conditions and agreements herein contained and on its part to be performed and observed shall and may peaceably and quietly hold and enjoy the demised premises during the term hereby granted without any

interruption or disturbance from or by the Lessor or its assigns or any other person or persons claiming through or in trust for it-----

6. PROVIDED ALWAYS and it is hereby agreed and declared as follows:-

(1) that if the rent hereby reserved or any part thereof shall be unpaid for twenty one days after becoming payable (whether formally demanded or not) or if any covenant on the part of the Parish Council herein contained shall not be performed or observed then and in either of the said cases it shall be lawful for the Lessor or any person duly authorised by it at any time thereafter to enter upon the demised premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the rights of action of the Lessor in respect of any arrears of rent or breaches of covenants on the part of the Parish Council herein contained-----

(2) that the Parish Council shall accept possession of the demised premises in the condition in which they are at the date of commencement of the term hereby granted but that such condition of the demised premises shall not be construed as the proper condition thereof or be deemed to be the standard to which the demised premises shall be repaired decorated or maintained should the condition at the date of commencement of the term be lower than that which the Lessor would normally require-----

(3) that if the demised premises or any part thereof should be destroyed by the insured risks as aforesaid and the Lessor being of the opinion that it is impossible impracticable or uneconomic to rebuild or reinstate the demised premises the Lessor shall be under no obligation to rebuild or reinstate the demised premises

in accordance with the provisions in that behalf hereinbefore contained-----

(4) that any demand or notice to be made given to or served on the Parish Council shall be duly and validly made given or served if sent by the Lessor or its agents by first class pre-paid letter addressed to the Secretary of the said Parish Council or to the demised premises Any notice required to be given to the Lessor shall be well and sufficiently given if sent by first class pre-paid letter addressed to the Legal and Administrative Officer for the time being of the Lessor Any demand or notice sent by post shall be conclusively treated as having been made or given or served forty eight hours after posting-----

IN WITNESS whereof the Lessor has caused its Common Seal to be hereunto affixed and *HUGH CAVE*

and *RICHARD EDWARD GEE* two members of the Parish Council have pursuant to a resolution of the Parish Council passed the *thirteenth* day of *October* 1980 hereunto set their hands and seals the day and year first before written-----

THE FIRST SCHEDULE hereinbefore referred to ALL THAT piece or parcel of land containing an area of 1.44 acres more particularly delineated and described on the plan annexed hereto and thereon edged blue together with the ground floor and basement of the building erected thereon known as Thorney Tank Yard Station Road Thorney Peterborough TOGETHER WITH a right of way for all purposes for the servants agents or authorised licensees of the Parish Council in common with all others having like rights over the land coloured brown on the said plan EXCEPT AND RESERVING unto the Lessor its officers servants agents or authorised licensees a right of way over such of the demised

PLAN REFERRED TO

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The Abbey Church of St Mary and St Benedict

Remains of
Abbey
Monastery

SCALE 1/2500

premises as is necessary to gain access to the Tower of the Tank Yard building for the purpose of inspecting and maintaining the alarm situated therein upon giving reasonable notice to the Parish Council of its or their intention to exercise such right except in cases of emergency-----

THE SECOND SCHEDULE hereinbefore referred to

1. (i) The property hereby demised (hereinafter called the trust property) shall be held upon trust for the purposes of a village hall for the use of the inhabitants of the Parish of Thorney in the County of Cambridge (hereinafter called the area of benefit) without distinction of political religious or other opinions including use for meetings lectures and classes and for other forms of recreation and leisure-time occupation with the object of improving the conditions of life for the said inhabitants--
- (ii) The charity shall be administered in conformity with the provisions of this deed by the committee of management hereinafter constituted (and hereinafter called the committee) who shall be the charity trustees of the charity within the meaning of section 46 of the Charities Act 1960 Provided that until the end of the first annual general meeting to be held after the date of this deed the charity shall be administered in accordance with the provisions of this deed by the following persons:-

| | |
|---------------------|---------|
| W J A Van Driessche | L Baker |
| D T Hutchinson | R Grey |
| H Cave | R Berry |
| J A Masters | R E Gee |

2. The Parish Council of Thorney shall be the custodian trustee of the charity and the provisions of sub-section (2) of section 4 of the Public Trustee Act 1906 shall apply to the said council and to the committee respectively in like manner as they apply to the Public Trustee and managing trustees-----

3. (i) Except as hereinafter in this clause provided the committee shall consist of

9 elected members and

25 representative members

and may include not more than 2 co-opted members-----

(ii) The elected members (other than those appointed under sub-clause (viii) of this clause to fill casual vacancies shall be elected at the annual general meeting to be held as in this deed provided-----

(iii) One representative member shall be appointed by each of the following organisations:-

| | |
|-----------------------|---------------------------|
| FOOTBALL CLUB | THORNEY/GUIDES |
| CRICKET CLUB | BROWNIES |
| TENNIS CLUB | SCOUTS |
| GALA COMMITTEE | CUBS |
| SUMMER PLAYScheme | ODD FELLOWS |
| PRE-SCHOOL PLAYGROUP | THORNEY METHODISTS |
| YOUTH CLUB | THORNEY ABBEY |
| YOUNG WIVES | EX-SERVICEMEN'S CLUB |
| MOTHERS' UNION | BADMINTON CLUB |
| RED CROSS OVER 60s | INFANT WELFARE |
| THORNEY W.I. | ARMY CADETS |
| BRITISH LEGION LADIES | PETERBOROUGH CITY COUNCIL |
| BRITISH LEGION MEN | |

A representative member shall ordinarily be appointed not more than one month before the annual general meeting provided that an organisation which fails to appoint a representative member before such meeting shall make the appointment as soon as practicable thereafter. Each organisation shall notify to the Secretary of the Committee the name of its representative-----

(iv) Co-opted members shall be appointed at a duly constituted meeting of the committee-----

(v) Subject to the provisions of sub-clauses (vi) and (viii) of this clause the period of office of members shall commence:-

(a) in the case of elected members at the end of the annual general meeting at which they were elected-----

(b) in the case of representative members appointed before the annual general meeting in any year at the end of that meeting or in the case of a representative member appointed after such annual general meeting or to fill a casual vacancy on the day on which notification of his appointment is received by the Secretary-----

(c) in the case of co-opted members from the date of their co-option-----

(vi) All members of the committee shall retire from office together at the end of the annual general meeting next after the date on which they came into office but they may be re-elected or re-appointed-----

(vii) In the event of any application for representation on the committee being received from any existing or newly-formed organisation operating in the area of benefit the

committee may upon a resolution supported at a duly constituted meeting of the committee by the votes of a majority of not less than two-thirds of all the members of the committee allow such organisation to appoint a representative of the committee in the same manner as if such organisation had been named in sub-clause (iii) of this clause-----

(viii) Upon the occurrence of a casual vacancy the committee shall cause a note thereof to be entered in their minute book at their next meeting and if in the office of representative member it shall be notified as soon as possible to the proper appointing organisation. A casual vacancy in the office of elected member may be filled by the committee and the period of office of an elected member elected to fill a casual vacancy shall commence at the end of the meeting of the committee at which he was so elected-----

(ix) The constitution of the committee as hereinbefore provided may on the application of the committee be altered from time to time by order of the Charity Commissioners-----

4. The proceedings of the committee shall not be invalidated by any failure to appoint or any defect in the appointment election or qualification of any member-----

5. No person shall be entitled to act as a member of the committee whether on a first or on any subsequent entry into office until after signing in the minute book of the committee a declaration of acceptance and of willingness to act in the trusts of this deed-----

6. Except in special circumstances with the approval in writing of the Charity Commissioners no member of the committee shall take or hold any interest in any property belonging to the

charity otherwise than as a trustee for the purposes thereof or receive any remuneration or be interested in the supply of work or goods at the cost of the charity-----

7. Any member who is adjudged bankrupt or who makes a composition or arrangement with his creditors or who is incapacitated from acting or who communicates in writing to the committee a wish to resign shall thereupon cease to be a member--

8. The committee shall hold at least two ordinary meetings in each year. A special meeting may be summoned at any time by the chairman or any two members upon seven clear days' notice being given to all the other members of the matters to be discussed----

9. The committee at their first meeting in each year after the annual general meeting shall elect one of their number to be chairman of their meetings and may elect one of their number to be vice-chairman. The chairman and vice-chairman shall continue in office until their respective successors are elected. If the chairman is absent from any meeting the vice-chairman (if any) shall preside otherwise the members present shall before any other business is transacted choose one of their number to preside at that meeting-----

10. Every matter shall (except as in this deed provided) be determined by the majority of the members of the committee present and voting on the question. In case of equality of votes the chairman of the meeting shall have a second or casting vote--

11. (i) There shall be an annual general meeting in connection with the charity which shall be held in the month of MAY or JUNE in each year or as soon as practicable thereafter-----

(ii) All inhabitants of the area of benefit of eighteen

years of age and upwards shall be entitled to attend and vote at the annual general meeting-----

(iii) The first annual general meeting after the date of this deed shall be convened by the persons named in clause 1(ii) hereof and subsequent annual general meetings by the committee Public notice of every annual general meeting shall be given in the area of benefit at least fourteen days before the date thereof by affixing a notice to some conspicuous part of the trust property or other conspicuous place in the area of benefit and by such other means as the conveners think fit-----

(iv) The persons who are present at the first annual general meeting after the date of this deed shall before any other business is transacted appoint a chairman of the meeting The chairman of subsequent annual general meetings shall be the chairman for the time being of the committee In his absence the vice-chairman (if any) shall take the chair but if neither is present shall before any other business is transacted appoint a chairman of the meeting In case of equality of votes the chairman of the meeting shall have a second or casting vote-----

(v) The committee shall present to each annual general meeting the report and accounts of the charity for the preceding year-----

12. The committee shall save harmless and keep indemnified the Parish Council against the rent and against all rates taxes and outgoings whatsoever including the cost of repairs and insurance against fire which are or at any time may become payable in respect of the demised premises under the covenants contained in this deed and on the part of the Parish Council to be observed

and performed and from and against all proceedings damages costs claims and expenses on account of any breach of any of the said covenants and shall cause the demised premises and other property of the charity in so far as the same shall not be otherwise insured at all times to be sufficiently insured against all insurable risks including fire theft and public liability-----

13. After satisfying its obligations under clause 12 hereof the committee shall as and when it thinks fit apply the net yearly income for the purposes of the charity-----

14. Any sum of cash at any time belonging to the charity and not needed as a balance for working purposes shall (unless otherwise directed by the Charity Commissioners) be invested-----

15. The committee may receive any additional donations or endowments for the general purposes of the charity and it may also accept donations or endowments for any special objects connected with the charity not inconsistent with the provisions of this deed-----

16. The committee shall provide and keep a minute book and books of account All proper statements of account in relation to the charity shall in each year be prepared as described by section 32 of the Charities Act 1960 and copies thereof shall be sent to the Parish Council (or Chairman of the Parish Meeting)---

17. At the request of the committee the Parish Council may with the consent of the Charity Commissioners (and any necessary consent of the lessor) from time to time by mortgage or otherwise obtain such advances on the security of the trust property or any part thereof as may be required for maintaining extending or improving the same or any part thereof or erecting any building thereon or for the work carried on therein and may continue or

may repay in whole or in part and from time to time any existing mortgage or charge on the trust property-----

18. If the committee decides at any time that on the ground of expense or otherwise it is necessary or advisable to discontinue the use of the trust property in whole or in part for the purposes stated in clause 1 it shall call a meeting of the inhabitants of the age of eighteen years or upwards of the area of benefit of which meeting not less than fourteen days' notice (stating the terms of the resolution that will be proposed thereat) shall be posted in a conspicuous place or places on the trust property and advertised in a newspaper circulating in the area of benefit and if such decision shall be confirmed by three-quarters of such inhabitants present and voting at such meeting the Parish Council may at the request of the committee and with the consent of the Charity Commissioners surrender their leasehold interest in the trust property for such consideration and upon such terms as may be approved by the Charity Commissioners All moneys belonging to the charity including the proceeds of sale of any fixtures and fittings (after satisfaction of any liabilities properly payable thereout) shall with such consent as aforesaid be applied either in the purchase of other property approved by the committee and to be held upon the trusts for the purposes and subject to the provisions hereinbefore set forth (including this power) or as near thereto as circumstances shall permit or towards such other charitable purposes or objects for the benefit of the inhabitants of the area of benefit as may be approved by the Charity Commissioners and meanwhile such moneys shall be invested and any income arising therefrom shall either be accumulated (for such times as may be allowed by law) by investing the same and the resulting income thereof in like

manner as an addition to and to be applied as the capital of such investments or shall be used in furthering the purposes specified in this deed-----

19. Within the limits prescribed by this deed the committee may from time to time make and alter rules for the management of the charity and in particular with reference to

(a) The terms and conditions upon which the trust property may be used by persons or bodies other than the committee for the purposes specified in this deed and the sum (if any) to be paid for such use-----

(b) The deposit of money at a proper bank and the safe custody of documents-----

(c) The appointment of an auditor-----

(d) The engagement and dismissal of such officers servants and agents as the committee may consider necessary and the payment of such persons (not being members of the committee)-----

(e) The summoning and conduct of meeting including the number of members who shall form a quorum thereat Provided that at meetings of the committee the quorum shall not be less than one-third of the total number of the members for the time being-----

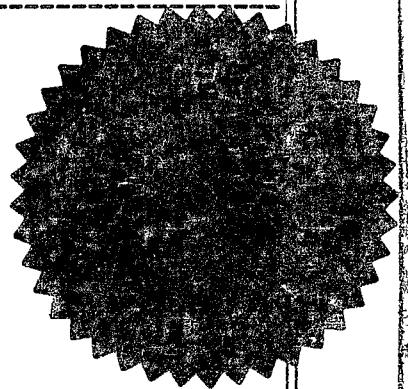
THE COMMON SEAL of THE COUNCIL)

OF THE CITY OF PETERBOROUGH)

was hereunto affixed in the)

presence of:-)

A. Adams
Mayor



M. Pearson

Legal and Administrative Officer