

MINUTES OF MEETING OF WHITCHURCH-ON-THAMES PARISH COUNCIL
At the Village Hall at 20:00 Thursday, May 11, 2023

Members Present

Chair	Jim Donahue
Vice-Chair	Diana Smith
Members	Nick Brazil Katherine Higley Paul O’Grady Frances Parkes

Officers Present:

Clerk, RFO	Jane Yamamoto
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Public and Press:	Cllr Dragonetti
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The meeting started at 20:00.

- 1 **Apologies for absence & Mission Statement** 20:00
There were no apologies.
- 2 Election of Chair, Vice-Chair, RFO and Chairs of Working Groups and Committees
- 2.1 **Resolution:** The Parish Council voted to re-elect the current Chair, Vice-Chair and RFO and there were two residents that resigned from TAPWG. There were no other changes to the names and contacts of the Working Groups and Committees. The Parish Council also agreed to advertise the vacancy for the position of Parish Councillor.
- 3 **Declaration of Interests**
There were no declarations.
- 4 **Public Forum** – an opportunity for members of the public to express their point of view on any item on the agenda.
There were no members of the public that wanted to express an opinion.
- 5 **Chairman’s Announcements** 20:05
The Chairman thanked the Clerk for organising the successful King’s Coronation Tea over the weekend as well as all Councillors who participated to support the event. These types of events are very important for the community. There is a need to continue an annual Fete going forward and he hopes that we can build off of the excellent cooperation from this event with the School, the Church, and other community organisations. The Clerk will organise thank you letters for members of the community who made significant contributions.
- 6 To approve minutes of the meeting of the Parish Council meeting of April 13, 2023.
Resolution: The Council voted to approve the minutes.
- 7 Planning Applications – to discuss and agree Council’s response to the following: 20:10

- 7.1 P23/S1340/DIS
Uplands Cottage, Hardwick Road, Whitchurch-on-Thames RG8 7HH
Discharge of condition 5(Schedule of Materials) on application P21/S4904/FUL (Demolition of existing and erection of a new dwelling).
Resolution: The Council voted to not comment.
- 7.2 P23/S1328/LB
Wellesley House, High Street, Whitchurch-on-Thames RG8 7HF
To replace 4 x non-historic wooden frame windows with 4 x wooden frame, slimline double glazed windows.
Resolution: The Council voted to support the application.
- 7.3 P23/S1337/DIS
House-on-the-Hill, Hardwick Road, Whitchurch-on-Thames RG8 7HW
Discharge of condition 4 (Tree Protection) on application ref. P22/S1321/HH (Demolition of existing entry porch, construction of new entry porch as well as new, double volume rear extension. Cosmetic improvements to the north elevation and boot room.)
Resolution: The Council voted to not comment.
- 7.4 P22/S4285/HH
19 Swanston Field, Whitchurch-on-Thames RG8 7HP
Detached garden room/outbuilding. (The scale and size of the proposed outbuilding has now been reduced, as shown on amended plans received 21 March 2023 and additional information for the forestry officer received 21 April 2023).
Resolution: The Council voted to submit an objection as the extension could be a separate dwelling.
- 7.5 P23/S1438/LB
2 Hill Cottages, High Street, Whitchurch-on-Thames RG8 7HG
Removal of 3 rooflights from north elevation. Installation of a conservation rooflight into north elevation.
Resolution: The Council voted to support the application.
- 7.6 P23/S1484/DIS
BP Technology Centre, Bozedown Drive, Reading RG8 7QR
Discharge of Conditions 6 (Tree Protection), 9 (Construction Traffic Management), 10 (Construction Method Statement – 2) and 16 (Archaeology WS) under application reference number P22/S3223/FUL (The demolition of buildings; the erection of a new part single storey, part two storey building for the research/testing of electric battery technology and associated test chambers; and the erection of buildings and compound for storage and other ancillary facilities).
Resolution: The Council voted to not comment.
- 7.7 P23/S1445/HH
Lane End Cottage, Eastfield Lane, Whitchurch-on-Thames RG8 7EJ
Building a two-bay oak-frame garage to be used as a garden/cycle store and workshop.
Resolution: The Council voted to support the application.

7.8 P23/S1404/FUL
 Uplands Cottage, Hardwick Road, Whitchurch-on-Thames RG8 7HH
 Demolition of 95% of existing dwelling and erection of 3 bay garage on part footprint of dwelling.
Resolution: The Council voted to support this application.

8 To receive reports from the representatives of Oxfordshire County Council and South Oxfordshire District Council 20:35

8.1 SODC District Councillor Report – Cllr Dragonetti (Attachment 1)

8.2 OCC County Councillor Report - Cllr Bulmer (Attachment 2)

9 **Finance:** 20:40

9.1 To approve the payment schedule for May:

Payment	Sub-total	VAT	Total
Staff expenditure			£506.80
Resident (reimbursement of tap)			£23.49
Herald Graphics (Spring Bulletin)	£		£417.00
Sadhama (2 marquees)	£		£400.00 BACS
Scofell	£739.98	£148.00	£887.98
Village Hall (Grant)			£1000
SODC (Annual license)			£70
The Roy Bailey Dance			£400 BACS

Resolution: The Council voted to approve the payments.

Receipts	Amount
No receipts.	

9.3 Bank Reconciliation for March 2023

10 Motion to approve the Insurance policy (Attachment 3) – Clerk seconded by Cllr Donahue 20:30

10.1 The Clerk had circulated the Insurance Company’s renewal documents and annual cost of £815.25. She had also sent round the explanations for the increase of £60.82. It was due to index related inflation, Covid and Brexit.

Resolution: The Council voted to approve the Motion and the cost of the insurance renewal.

11 Motion to approve the draft Heads of Terms of Agreement to send to the Cricket Club for review (Attachment 4)– Cllr Donahue seconded by Cllr Parkes 20:40

11.1 A Councillor advised that the PC were not legally bound by the terms until a solicitor had reviewed it. Councillors expressed that the King’s Coronation event was made difficult by no power or loos and it would be best if the pavilion was a working building. A Councillor asked there was a time limit for a response from the Cricket Club. It was thought that the Cricket Club had waited a long time for the PC to provide an agreement and that both sides were keen to move quickly.

It was agreed that a surveyor to assess the work required to the pavilion would need to be approved by a future Motion.

- Resolution:** The Council voted to approve the Motion.
- 12 Motion to approve the Parish Council’s application for a ‘Hedge’ Tree Park from the Woodland Trust as part of the Queen’s Green Canopy. These would be planted along Muddy Lane and would include Dog Rose, Hawthorn, Hazel, Crab Apple and Dog Wood. No Planting of trees would happen until a detailed plan was approved by the parish Council and all relevant stakeholders were consulted. Cllr Higley seconded by Cllr Smith 21:00
- 12.1 A Councillor explained that the Woodland Trust was offering small groups of trees for free. They have seen great deal of contamination (buried plastic) and trees that have come down along Muddy Lane. Also, there was evidence of soil erosion in the area that children rode their bikes. They felt that as this site was an ancient woodland, it was inappropriate for a bike path. The Chair said that he would like to see a plan and have a consultation with WOTHabs and other village groups as it is clear that Muddy Lane is a cherished part of the village. Also, the PC did not yet own this site and perhaps the same groups (OCC, Countryside Alliance, Green Team and WOTHabs) that were consulted for the work that was completed on Muddy Lane ask to review this plan.
- A separate Motion would have to be approved for a plan to be implemented and maintained by the key stakeholders in the village. It was worth submitting an application in as there was no guarantee that the Parish Council would be successful.
- Resolution:** The Parish Council voted to approve the Motion for the application to be submitted.
- 13 Lease of Playground strip (Attachment 5, 6) – Cllr Smith 21:10
- 13.1 A Councillor explained how it appeared that the present situation had arisen. With a view to legalising the situation, two Councillors met with the resident who owns the land and this resulted in a draft lease being sent to the Council for scrutiny. A Councillor suggested that a surveyor be employed to establish the boundaries on the ground. Questions were raised about the lease and it was suggested that the original Red Rose lease for an adjoining strip of the playground be surrendered and the owner asked if they would include that land in the new lease to prevent two sets of terms.
- 14 To review progress on any open actions from previous Parish Council meetings and agree any revision of actions on the action list.
- 15 To confirm the dates and times of the next meetings are the Annual Assembly Meeting on Thursday, May 25, 2023 at 19:30 and the next Parish Council Meeting on Thursday, June 8, 2023 at 20:00. 21:20
- 16 Confidential discussion for thank you notes from the Parish Council. It was agreed to send Thank you notes to Leslie Prater, Dima, Jean Marc Grosfort, The Roy Bailey Dance Band, the Parkes and the Leaches.
- 17 Meeting closed. 21:30

Attachment 1

**Report to Whitchurch on Thames Parish Council May 2023
Election**

The officers of the council were pleased with the election counting process; having the count during the next day was certainly less tiring, and it all went smoothly.

I don't have much to report as in the period before the election things rather wound down.

As a result of the election, the LibDems control the council, but the alliance with the Greens on the council is expected to continue, with members of the Green Group potentially serving on the cabinet.

In some ways the almost complete absence of an opposition can be a bad thing, as has been the case in many one party Councils, often Labour controlled. We hope to use the Scrutiny Committee as a method of contributing to effective running of SODC by constructive challenges and innovation.

Peter Dragonetti

Attachment 2

**REPORT TO PARISH COUNCILS MAY 2023
FROM CLLR KEVIN BULMER**

GENERAL OCC REPORT

OCC £336,000 SPENDING PLANS FOR ANPR CAMERAS

A recent Oxford Mail report states householders have accused OCC of being “out of touch” after a Freedom of Information request revealed OCC plans to spend £336,000 of taxpayers’ money on replacing Low Traffic Neighbourhood bollards in Oxford with surveillance cameras. The council intends to enforce the existing LTN restrictions in Cowley through the introduction of Automatic Number Plate Recognition (ANPR) cameras, which will issue motorists a fixed penalty notice unless they have an exemption. In the context of the recent 5% increase in Council Tax, some may wonder whether council spending is in line with residents’ expectations.

OXFORD TRAFFIC FILTERS (THE FOUR SECTOR PLAN)

The ‘Traffic Filter’ scheme that will divide Oxford into four sectors for traffic purposes continues to generate controversy. Conservatives are continuing to press that the consultation is re-run.

HOUSEHOLD WASTE RECYCLING CENTRE STRATEGY 2023-2043 – HAVE YOUR SAY

OCC has seven Household Waste Recycling Centres (HWRCs). These centres are very popular, with around a million visits every year. They take in around 40,000 tonnes of waste, and 65.5% of which is recycled. The HWRCs are an important part of the Oxfordshire Resources and Waste Partnership's plan to reduce waste, increase recycling, and decrease the amount of waste going into landfills. The HWRCs accept a wide range of materials, which helps to increase recycling. However, the council is careful to consider budgetary constraints and is developing a new HWRC strategy. The results of the recent public consultation are awaited.

UPDATE ON 20MPH SIGN-CHANGING EXERCISE – ‘MINDSET’ NOT ENFORCEMENT

As previously reported, OCC is spending £8m on switching 30mph signs to 20mph signs where requested by town or parish councils. Many such councils have requested the change as it is funded by OCC, and they consider they have nothing to lose. Applications have now topped 200. However, some parish councils are having second thoughts when they realise the £8m could have been spent on road repairs, which have more obvious benefits, and that the 20mph limit is very unlikely to be enforced as the police have objected to the change in most instances. The likely lack of police enforcement was acknowledged in OCC’s press release on 27th April, which stated: *“While the council has been working alongside Thames Valley Police, the emphasis is on drivers adhering to the new limits through a change of mindset, rather than enforcement. It is hoped that as 20mph areas become more common, breaking the limit will become socially unacceptable for drivers.”* There is also a concern that people will be lulled into a false sense of security. Data from the Cuxham trial show that the introduction of a 20mph limit resulted in a very small average speed reduction of between 3 and 4 mph, with over 50% of traffic exceeding the 20mph limit.

OCC PAID OVER £350K IN PERSONAL INJURY CLAIMS

OCC has paid out £350,920 in personal injury compensation over the last year. There were 135 personal injury claims submitted to the council from April 2022 to April 2023. Amongst the leading causes were falls over carriageway potholes and uneven footways. The figures were released after LegalExpert.co.uk submitted a Freedom of Information request.

OCC POTHOLE REPAIRS

This is still an area highways are failing on, which given the discretionary expenditure above is unacceptable.

ROAD WORKS

The recent roadworks in Streatley and Goring have shown that not sufficient thought is being given to coordination of roadworks and cross border communication seems to be wanting.

Address: *Councillor Kevin Bulmer, County Hall, New Road, Oxford OX1 1ND*

Email/Tel: kevin.bulmer@oxfordshire.gov.uk. **07803005680**

Twitter: *KevinBulmer@bulmer_kevin*



Attachment 3

DATED

LEASE

relating to

Land at Manor Road, Whitchurch-on-Thames RG8 7EW

Between

XXXXXXXXXXXXXX

and

WHITCHURCH ON THAMES PARISH COUNCIL

CONTENTS

CLAUSE

1. Interpretation.....	2
2. Grant.....	4
3. Ancillary rights.....	4
4. Rights excepted and reserved.....	5
5. Third Party Rights.....	6
6. Annual Rent and other payments.....	6
7. Common items	7
8. Insurance.....	7
9. VAT	8
10. Use, repairs and alterations	8
11. [Compensation on vacating.....	9
12. Compliance with laws	9
13. Prohibition of dealings.....	9
14. Returning the Property to the Landlord.....	9
15. Indemnity	10
16. Landlord's covenant for quiet enjoyment.....	10
17. Re-entry and forfeiture.....	10
18. Entire agreement.....	10
19. Notices, consents and approvals.....	11
20. Rights of third parties.....	11
21. Governing law.....	12
22. Jurisdiction.....	12
23. Exclusion of sections 24 to 28 of the LTA 1954	Error! Bookmark not defined.



This lease is dated 2023

HM Land Registry

Title number: ON75595

Administrative area: OXFORDSHIRE : SOUTH OXFORDSHIRE

Parties

- (1) XXXXXXXXXXXX (Landlord)
- (2) WHITCHURCH ON THAMES PARISH COUNCIL of 3 Vine Crescent, Reading, Berkshire RG30 3LT. (Tenant)

Agreed terms

1. Interpretation

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

1.1 Definitions:

Annual Rent: rent at the rate of £20 per annum subject to 10% increase every 10 years which shall be exclusive of any VAT properly chargeable on it

Contractual Term: 999 years from 1st January 2004

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

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

Landlord's Neighbouring Property: each and every part of the adjoining and neighbouring property in which the Landlord has an interest known as Hopton, Manor Road, Whitchurch-on-Thames RG8 7EW registered at HM Land Registry with title number ON75595

Permitted Use: Playground for young children

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

Property: the land at Manor Road, Whitchurch-on-Thames RG8 7EW

Rent Payment Dates: 1st January each year

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 the property register and entries in the [LANDLORD'S FREEHOLD REGISTERED TITLE NUMBER]

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 legislation or a legislative 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 The Landlord grants the Tenant the following rights (the **Rights**):
- (a) the right to use any Service Media that belong to the Landlord and serve the Property; and
 - (b) the right of access for vehicles only for the purposes of maintenance and repair.
- 3.2 The Rights are granted in common with the Landlord and any other person authorised by the Landlord.
- 3.3 The Tenant shall exercise the Rights in accordance with this lease and only in connection with the Tenant's use of the Property for the Permitted Use but not for any other purpose.

- 3.4 The Tenant shall comply with all laws relating to the Rights and all reasonable regulations in connection with the exercise of the Rights that the Landlord may make from time to time and notify to the Tenant in writing.
- 3.5 Except as mentioned in this clause 3, neither the grant of this lease nor anything in it confers any right over any neighbouring property nor is to be taken to show that the Tenant may have any right over any part of any neighbouring property, and section 62 of the Law of Property Act 1925 does not apply to this lease.
- 3.6 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 use, for the benefit of the Landlord's Neighbouring Property, all roads, tracks, paths and other rights of way across the Property;
 - (b) the right to use and to connect into Service Media on the Property which are in existence at the date of this lease, or which are installed or constructed during the term, for the benefit of the Landlord's Neighbouring Property;
 - (c) the right to lay, repair, maintain, renew, inspect, replace or reroute any Service Media, roads and other rights of way or fences on the Property for the benefit of the Landlord's Neighbouring Property;
 - (d) the right to enter into any new wayleave agreement, easement, contract or licence that may affect the Property along with the right to authorise agents of the grantee to enter the Property with or without vehicles, plant and machinery and carry out works on the Property, at the grantee's or Landlord's cost, which may be required under those agreements and the right to receive the rents or other payments due under any current or future wayleave agreement, easement, contract or licence relating to the Property;
 - (e) at any time during the term, the full and free right to develop the Landlord's Neighbouring Property and any neighbouring or adjoining property in which the Landlord acquires an interest during the term as the Landlord may think fit;
 - (f) the right to fix to, and keep at, the Property any sale or re-letting board as the Landlord reasonably requires;
 - (g) 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;
- (h) the exclusive right to all treasure or archaeological artefacts discovered on the Property;
- (i) the right to extract water from any watercourse on or beneath the surface of the Property;
- (j) the right to all timber and trees and to all mines, quarries and minerals and mineral substances and petroleum and its relative hydrocarbons and all stones, sand, brick-earth, clay, gravel and turf on, in or under the Property, with the right of access to cut, fell, work, process and carry away the same, the person exercising such rights making good all damage thereby caused or paying proper compensation for such damage

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 bank transfer 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.

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) use the Property for buildings, car parking, a skate park, sports pitch, toilets, noisy gatherings or events, or any use other than a playground for young children.
 - (f) without the Landlord's prior written approval, install any lighting 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, keep the grass cut, trees and hedges maintained and shall keep and leave clean and in good repair, order and condition and free from obstruction all Service Media, field drains, fences, hedges, field walls, stiles, gates and posts, cattle grids, bridges, culverts, ponds, watercourses, sluices, ditches, roads and yards on the Property, 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 without the Landlord's prior written consent; 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;

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 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.

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 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;

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).

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

Signed as a deed by
XXXXXXXXX in the presence of: [SIGNATURE OF Landlord]
.....
[SIGNATURE OF WITNESS]
[NAME, ADDRESS [AND OCCUPATION] OF WITNESS]

.....
[SIGNATURE OF Landlord]

Signed as a deed by
XXXXXX in the presence of:
[SIGNATURE OF WITNESS]
[NAME, ADDRESS [AND OCCUPATION] OF WITNESS]

ATTESTATION CLAUSE OF
Whitchurch-on-Thames Parish
Council

