

Dated 30<sup>th</sup> June

2014  
~~2013~~ NA

MULBARTON PARISH COUNCIL

to

THE SCOUT ASSOCIATION TRUST CORPORATION

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**LEASE**

relating to

Mulbarton Scout and Guide Headquarters

Mulbarton

Norfolk

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**HATCH BRENNER**  
SOLICITORS  
NORWICH  
NR2 1QY

(ref. SJG/N0352-8)

LR1. Date of lease

30<sup>th</sup> June 2013 2014 AA-

LR2. Title number(s)

LR2.1 Landlord's title number(s)

LR2.2 Other title numbers

LR3. Parties to this lease

**Landlord**

Mulbarton Parish Council of

**Tenant**

The Scout Association Trust Corporation whose registered office is at Gilwell Park Chingford London E4 7QW

LR4. Property

**In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.**

As described at clause 1.1.

LR5. Prescribed statements etc.

***LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.***

The Corporation holds the Property as Custodian Trustee for First Mulbarton Scout Group which is not an exempt charity and the restriction on disposition imposed by Ss 117-121 of the Charities Act 2011 will apply subject to ss(3) of section 117.

***LR5.2 This lease is made under, or by reference to, provisions of.***

N/A

**LR6. Term for which the Property is leased**

The term is as follows:

30 years from 1 May 2013.

*Include only the appropriate statement (duly completed) from the three options.*

*NOTE: The information you provide, or refer to, here will be used as part of the particulars to identify the lease under rule 6 of the Land Registration Rules 2003.*

**LR7. Premium**

Nil.

*Specify the total premium, inclusive of any VAT where payable.*

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

This lease contains a provision that prohibits or restricts dispositions.

*Include whichever of the two statements is appropriate.*

*Do not set out here the wording of the provision.*

**LR9. Rights of acquisition etc.**

**LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land**

*Insert the relevant provisions in the sub-clauses or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.*

Clause 5.6

**LR9.2 Tenant's covenant to (or offer to) surrender this lease**

None.

**LR9.3 Landlord's contractual rights to acquire this lease**

None.

**LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property**

None

**LR11. Easements**

*Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements.*

**LR11.1 Easements granted by this lease for the benefit of the Property**

Schedule 1 Part 1.

**LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property**

Schedule 1 Part 2

**LR12. Estate rentcharge burdening the Property**

None

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

The Parties to this lease apply to enter the following standard form of restriction [against the title of the Property] or [against title number         ]

N/A

**LR14. Declaration of trust where there is more than one person comprising the Tenant**

N/A

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**PARTICULARS**

**Landlord** MULBARTON PARISH COUNCIL of The Common Mulbarton  
Norwich NR14 8AE

**Tenant** THE SCOUT ASSOCIATION TRUST CORPORATION whose  
registered office is at Gilwell Park Chingford London E4 7QW

**Premises** Mulbarton Scout and Guide Headquarters Mulbarton Norfolk  
shown edged red on the attached plan

**The Term** 30 years from 1 May 2013

**Rent** £50 (Fifty Pounds) per annum

**Rent Commencement  
Date** 1 May 2013

THIS LEASE is made the 30<sup>th</sup> day of June 2014

**BETWEEN** (1) MULBARTON PARISH COUNCIL and (2) THE SCOUT ASSOCIATION TRUST CORPORATION a company limited by guarantee and registered as a charity under no 306102 whose registered office is at Gilwell Park Chingford London E4 7QW ("the Corporation") holding title as Custodian Trustee on behalf of the First Mulbarton Scout Group ("the Group") hereafter collectively referred to as "the Tenant"

WHEREAS

- (A) The Group is a body formed and recognised by the Scout Association in accordance with its rules; and
- (B) This Lease is supplemental to a Declaration of Trust made by the Corporation on 16 June 1982 entitled "The Scout Trust Deed 1982"; and
- (C) The Corporation holds title as Custodian Trustee on behalf of the Group and does not have any responsibility for and in respect of day to day management of the Premises or the covenants contained herein with such responsibility vesting in the Executive Committee of the Group being the Managing and/or Charity Trustees.

#### **Definitions**

The terms defined in this clause shall for all purposes of this Lease have the meanings specified in this Clause

- 1.1 "the Premises" shall mean ALL that land and buildings at Mulbarton Norfolk and shown edged red on the plan
- 1.2 "the Rights" means the rights set out in Schedule 1 Part 1 hereof
- 1.3 "the Reservations" means the reservations set out at Schedule 1 Part 2
- 1.4 "pipes" means and includes pipes sewers drains conduits gutters watercourses wires cables channels and all other conducting media
- 1.5 "the Term" means the term of years specified in the Particulars and (except in clause 3) shall include the period of any holding-over or any extension or continuance thereof whether by

statute or by common law where the context so admits

- 1.6 "the Rent" means the rent specified in the Particulars
- 1.7 "the Tenant's Covenants" means the covenants set out in Schedule 2 hereof
- 1.8 "the Landlord's Covenants" means the covenants set out in Schedule 3 hereof
- 1.9 "Plan" means the plan attached to this lease

#### **Interpretation**

- 2.1 The expressions "the Landlord" and "the Tenant" shall wherever the context so admits include their respective successors in title
- 2.2 Where the Landlord or the Tenant for the time being are two or more individuals these terms shall include the plural and obligations by or with such party shall be joint and several
- 2.3 Words importing the neuter gender include the masculine or feminine gender (as the case may be) and words importing the masculine gender include the feminine gender and vice versa and words importing the singular number include the plural number and vice versa
- 2.4 Reference to any right exercisable by the Landlord or any right exercisable by the Tenant in common with the Landlord shall be construed as including (where appropriate) the exercise of such right in common with all other persons having a like right
- 2.5 Any reference to a statute shall include any statutory extension or modification or re-enactment of such statute and any regulations or orders made thereunder
- 2.6 Any covenant by the Tenant not to do an act or thing shall be deemed to include an obligation (so far as it is within the control of the Tenant) not to permit such act or thing to be done
- 2.7 The clause paragraph and schedule headings do not form part of this lease and shall not be taken into account in the construction or interpretation thereof

#### **The Demise**

- 3 The Landlord HEREBY DEMISES unto the Tenant the Premises TOGETHER with the Rights But subject to the Reservations TO HOLD the same unto the Tenant for the Term

PAYING THEREFOR unto the Landlord the Rent without any deduction on the first day of January in each year and so in proportion for any period less than a year the first payment being made on the signing hereof

**The Covenants**

- 4.1 The Tenant hereby covenants with the Landlord to observe and perform the Tenant's Covenants at all times during the Term
- 4.2 The Landlord hereby covenants with the Tenant to observe and perform the Landlord's Covenants at all times during the Term

**Provisos**

**Re-Entry**

- 5.1 If and whenever during the Term
  - (a) the Rent (or any part thereof) shall be in arrear and unpaid for 21 days (following a demand therefor); or
  - (b) there shall be any breach or non-performance or non-observance of any of the covenants on the part of the Tenant herein contained

then and in any of the said cases it shall be lawful for the Landlord at any time thereafter and notwithstanding the waiver of any previous right of re-entry to re-enter into and upon the Premises or any part thereof in the name of the whole and thereupon the Term shall absolutely cease and determine but without prejudice to any rights or remedies which may then have accrued to either party against the other in respect of any antecedent breach of any of the covenants herein contained

**Service of Notices**

- 5.2 The provisions of Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 shall apply to the service of all documents under or in connection with this lease

#### **Termination upon damage by Insured Risk**

5.3.1 If the Premises or their means of access are destroyed then without prejudice as to any right of action or remedy of either party in respect of any earlier breach either party to this Lease shall in the circumstances set out in clause 5.3.2 of this Lease be entitled to terminate this Lease by giving notice in writing to the other party given within 12 months of the date of the destruction or damage

5.3.2 The circumstances referred to in clause 5.3.1 hereof shall be when in the reasonable opinion of the Tenant reinstatement is impracticable or uneconomic

#### **5.4 Restriction of Liability**

The liability of the Corporation under the covenants herein contained and on its part to be observed and performed and the liability under such covenants of its successors in title being trustees for the time being of the Group shall be limited to the amount of the assets of the Group but nothing herein contained shall affect any powers or remedies of the Landlord in respect of any breach non-observance or non-performance of the said covenants except as regards the liability of the Corporation and its successors in title being such trustees as aforesaid

#### **5.5 Charities Act 2011**

The title to the Premises is held by the Corporation as Custodian Trustee in trust for a charity known by the name of the Group which is not an exempt charity and the restrictions on dispositions imposed by sections 117-121 of the Charities Act 2011 will apply subject to sub-section (3) of section 117

#### **5.6 Option to Renew**

If the Tenant is desirous of taking a new lease of the Premises after the expiration of the Term and gives to the Landlord notice of such desire in writing not less than six months before the expiration of the Term then the Tenant shall at or before the expiration of the Term if there is then no subsisting breach of a material nature of any of the Tenant's

obligations under this present Lease seek the agreement of the Landlord to grant to the Tenant a new lease of the Premises for a further term of 30 years to commence from and after the expiration of the Term at an annual rent being not less than the annual rent payable hereunder during the last year of the Term such rent to be agreed between the parties hereto not less than three months before the expiration of the Term and failing agreement to be determined by an arbitrator to be appointed by the President for the time being of the Royal Institution of Chartered Surveyors and containing the same covenants and conditions as in this present Lease contained (this present covenant for renewal excepted)

5.7 There is no Agreement for Lease to which this lease gives effect

**IN WITNESS** whereof this instrument has been duly executed as a deed by the parties hereto the day and year first before written

## **SCHEDULE 1**

### **RIGHTS AND RESERVATIONS**

#### **Part 1 - Rights**

##### **1 Services**

The free passage and running of water soil gas electricity and other supplies to and from the Premises in and through the Pipes serving the Premises now or hereafter during the Term in under or through the adjoining or adjacent premises of the Landlord

##### **2 Access**

Subject to paying an appropriate proportion of the expense of maintaining the same and to not obstructing access by any other person entitled thereto the right with or without vehicles for access to and egress from the Premises over the areas edged blue and green on the Plan or over such alternative access of equal width and convenience as the Landlord may designate in writing on not less than two months' notice

### **3 Car Parking**

The right to park motor vehicles on the land edged blue on the Plan (being the Village Hall and Community Centre car park).

## **Part 2 – Reservations**

### **Access**

1. The right for the Landlord on reasonable prior notice except in case of emergency causing as little damage and disturbance as reasonably possible to the Tenant and making good the same as soon as reasonably practicable to enter upon the Premises so far as is necessary in order:
  - (a) To inspect cleanse repair and maintain the surface water pipe shown coloured brown on the plan
  - (b) To cut and maintain the hedge lying along the eastern boundary of the Premises

## **SCHEDULE 2**

### **THE TENANT'S COVENANTS**

#### **Rent**

- 1 To pay the Rent in the manner aforesaid

#### **Outgoings**

- 2 To pay all rates taxes and outgoing which now are or during the Term shall be charged upon the Premises or upon the occupier thereof (except any tax or levy payable by the Landlord by reason of a dealing by the Landlord with its reversionary interest in the Lease or its receipt of rent)

#### **Insurance**

- 3.1 To keep the Premises and all buildings thereon insured against loss or damage by fire in some insurance office of repute in a sum at least equivalent to the full reinstatement value

thereof and from time to time on request to produce evidence of such insurance to the Landlord

- 3.2 The Tenant shall maintain public and third party liability insurance to a minimum cover of £5million in some insurance office of repute in respect of all activities carried out by the Tenant at the Premises
- 3.3 The Tenant shall produce a copy of the respective policies and receipts for the current year's premiums if called upon on reasonable notice

#### **Electricity and Gas Consumed**

4. To pay to the suppliers thereof and to indemnify the Landlord against all charges for electricity water and gas (including meter rents) used on the Premises

#### **Repairs**

5. To keep the Premises and all buildings thereon in good repair and decorative order and also to maintain and keep in good order all hedges and ditches included in the Premises and all fencing bounding the Premises and to yield the same up in such repair as required by the obligations of this clause.

#### **Statutory Obligations**

- 6.1 At its own expense to execute all such works as shall be required to be executed upon the Premises by the occupier under or by virtue of any Act being in force or by the direction of any local or public authority
- 6.2 To comply in all respects with the provisions of any statutes and any other obligations imposed by law or by any byelaws applicable to the Tenant's occupation of the Premises

## **Dealings**

- 7.1 Not to assign underlet or part with possession of the Premises or any part thereof save that the Tenant may from time to time hire out the premises for charitable or educational purposes or for other purposes generally beneficial to the community provided that each such hiring does not continue for more than 48 hours; and
- 7.2 The Tenant may assign the Premises to other trustees for the time being of the Group or any other Scout unit

## **User**

- 8.1 Not to do anything which may be or become a legal nuisance or an injury or damage to the Landlord or his tenants or the occupiers of adjacent or neighbouring premises nor knowingly to do anything which may invalidate any insurance of the Landlord in respect of any adjoining or adjacent property
- 8.2 Not (save in accordance with the permitted use hereunder) to store or bring upon the Premises any substance of an exceptionally combustible inflammable or dangerous nature and to comply with all recommendations of the insurers and fire authority as to fire precautions relating to the Premises
- 8.3 Not to use or allow the Premises or any part thereof to be used for any noxious offensive or unlawfully dangerous or unlawfully noisy trade or business nor for any illegal or immoral act or purpose
- 8.4 Not to use or permit or suffer or allow the Premises to be used for any purpose other than for the purposes of a Scout Group Headquarters and for all reasonable purposes connected therewith including the use by members of the Girl Guides Association

## **Signs**

9. Not without the consent in writing from the Landlord (such consent not to be unreasonably withheld or delayed) to display any signs notices or advertisements which are visible from outside the Premises except a permanent sign stating that the Premises is a Scout and/or

Guide Headquarters and other occasional notices advertising activities and functions to take place at the Premises

**SCHEDULE 3**

**THE LANDLORD'S COVENANTS**

**Quiet Enjoyment**

- 1 That the Tenant may peaceably and quietly hold and enjoy the Premises and enjoy the Rights without any interruption or disturbance from or by the Landlord or any person claiming under or in trust for the Landlord

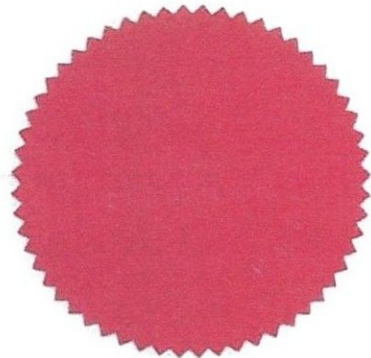
Signed as a Deed by

on behalf of MULBARTON  
PARISH COUNCIL in the  
presence of:

\_\_\_\_\_  
The Common Seal of the  
SCOUT ASSOCIATION TRUST  
CORPORATION was hereunto  
affixed in the presence of:

Director

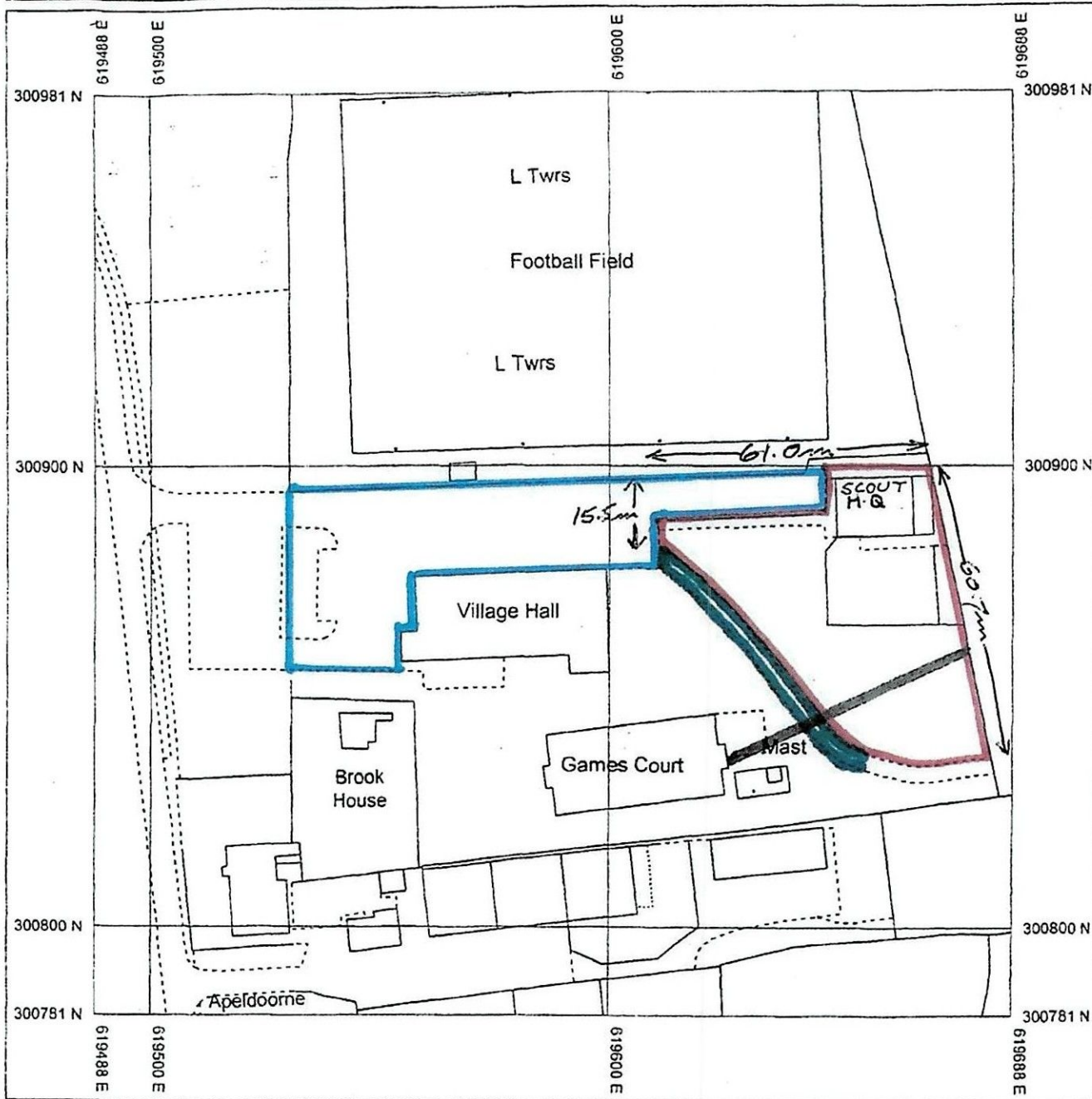
Secretary



Mapping sourced from



# Location Map



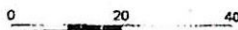
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*MTM*

