

These are the notes referred to on the following official copy

Title Number LAN196312

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

DATED

20th September

2017

(1) BLACKBURN WITH DARWEN BOROUGH COUNCIL

and

(2) FRIENDS OF THE SQUARE MEADOW

LEASE

relating to land known as Square Meadow, Darwen

WARNING

This is a formal document
designed to create legal rights
and legal obligations

David Fairclough
Director of HR, Legal & Corporate Services
Town Hall
BLACKBURN

- LR1. **Date of lease**
20th September 2017
- LR2. **Title number(s)**
- LR2.1 **Landlord's title number(s)**
 LA4546 and LAN31984
- LR2.2 **Other title numbers**
- LR3. **Parties to this lease**
- Landlord**
 Blackburn with Darwen Borough Council, Town Hall, Blackburn, Lancashire BB1 7DY
- Tenant**
 FRIENDS OF SQUARE MEADOW (Company No 09241268) whose registered office is at
 137 Sandy Lane, Darwen, BB3 0PL
- Other parties**
- 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.
 The Land as defined in clause 1.4
- LR5. **Prescribed statements etc**
 None
- LR6. **Term for which the Property is leased**
 The term as specified in this lease at clause 1.1 ('The Lease Term')
- LR7. **Premium**
Nil
- LR8. **Prohibitions or restrictions on disposing of this lease**
 This lease contains a provision that prohibits or restricts dispositions.
- 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**
 None
- 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**
- LR11.1 Easements granted by this lease for the benefit of the Property**
See Schedule 1
- LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property**
See Schedule 2
- LR12. Estate rentcharge burdening the Property**
None
- LR13. Application for standard form of restriction**
None
- [LR14. Declaration of trust where there is more than one person comprising the Tenant**

THIS DEED is made the 20th day of September 2017 BETWEEN **BLACKBURN WITH DARWEN BOROUGH COUNCIL** of the Town Hall, Blackburn, BB1 7DY (hereinafter called "the Landlord") of the one part and **FRIENDS OF SQUARE MEADOW** (Company No 09241268) whose registered office is at 137 Sandy Lane Darwen, BB3 0PL (hereinafter called "the Tenant") of the other part

WHEREBY IT IS AGREED as follows:-

1. Definitions

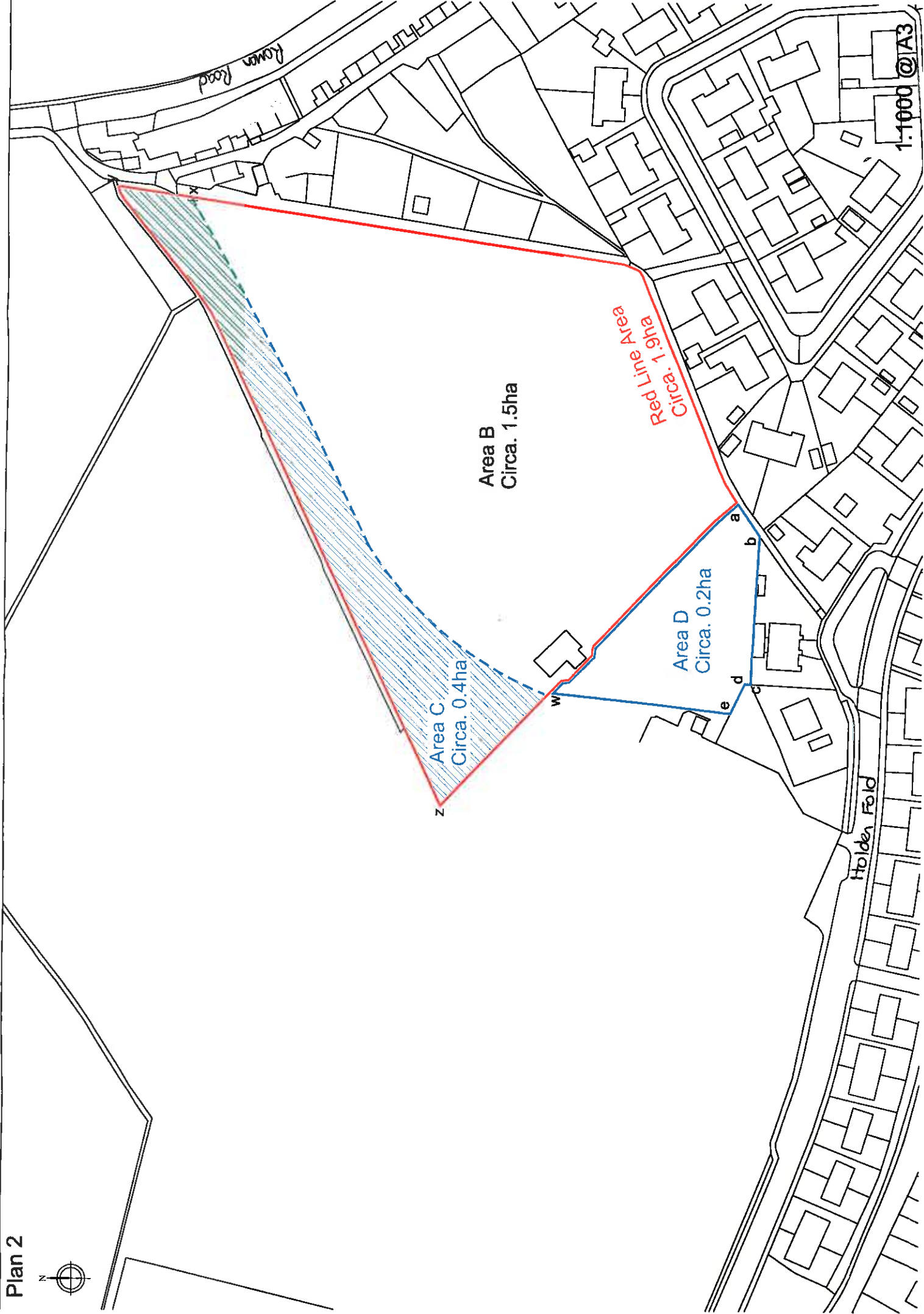
In this agreement, the following expressions shall have the following meanings:

- 1.1 'Lease Term' shall mean the period of 25 years from and including [20th September] 2017
- 1.2 'the Tenant' shall include all employees, agents, members, trustees and representatives of the Tenant and includes any person who is for the time being bound by the tenant covenants of this Lease.
- 1.3 'the Landlord's Surveyor' shall mean Capita Property, Property Business Unit, Castleway House, 17 Preston New Rd, Blackburn BB2 1AU, Blackburn for the time being or such other officer as the Landlord may designate.
- 1.4 'the Land' shall mean the area of land shown edged red on the Plan 1 attached to this Lease being land described as Square Meadow, Darwen.
- 1.5 "the Purpose" means for use as an open playing field for sports and community use for the benefit of the public within Blackburn with Darwen.
- 1.6 "the Pavilion Building" means the building on the Land, the approximate location of which is edged black on Plan 1 and the Pavilion Building includes any additions to, or replacement of it.
- 1.7 "the Landlord" shall include include all employees, agents, members, trustees and representatives of the Landlord and includes the person or persons from time to time entitled to possession of the Land when this Lease comes to an end.

2. Lease

- 2.1 IN consideration of the payment of the Rent of £1.00 per annum (if demanded) and of the covenants provisions and agreements hereinafter reserved and contained the Landlord hereby demises unto the Tenant the Land along with the rights set out in the First Schedule and subject to the exceptions and reservations set out in the Second Schedule hereto TO HOLD the same unto the Tenant for the Lease Term for the purposes of promoting the Purpose.

3. Tenant's Undertakings





Area A
Circa. 1.9ha

Current Car Park
Area

HOLDEN FOLD

Raven Road

- 3.1 The Tenant shall pay all rates, taxes and other outgoings (if any) in respect of the Land during the Lease Term and this includes any utility costs in respect of the Pavilion Building.
- 3.2 The Tenant shall use the Land for the Purpose and for no other purposes whatsoever.
- 3.3 The Tenant shall carry out any necessary re-instatement works at the end of the Lease Term including any road, footpath, paving, buildings all surfaces and grassed areas on the Land to the Landlord's reasonable satisfaction PROVIDED HOWEVER that in the event of any damage created of a serious nature, noticeable inconvenience to the public or the Landlord or where by public safety could be compromised then the Tenant shall remedy the damage immediately.
- 3.4 The Tenant shall be answerable for and shall keep the Landlord fully and effectively indemnified from and against all proper actions proceedings costs claims demands liability and loss of any kind whatever which the Landlord may sustain or for which the Landlord may become liable either directly or indirectly either in relation to any failure by the Tenant to comply with its obligations under this Lease by the Tenant its agents, members or employees as a result of the Landlord entering into this Lease including without limitation all proper actions costs claims demands and liability in respect of the death of or personal injury to any person or otherwise unless the same shall arise from any wilful or negligent act or omission of the Landlord or of any person acting for or under the control of the Landlord
- 3.5 No explosives, noxious liquids or gases shall be stored on the Land.
- 3.6 The Tenant shall use all reasonable and practical measures so as not to permit solid liquid or gaseous matter in any form to escape from the Land.
- 3.7 The Tenant shall not cause nuisance or annoyance to adjoining owners or occupiers and shall not cause injury to or deposit refuse on any adjoining land including land owned by the Landlord PROVIDED HOWEVER that the use of the Land for the Purpose shall not be a breach of this clause.
- 3.8 The Tenant shall ensure that all highways, footpaths, access and egress to the Land are kept clear of any obstruction, mud and debris whatsoever at all times. The Tenant shall maintain all boundary fences that bound the Land.
- 3.9 The Tenant shall not part with possession of the whole of any part of the Land.
- 3.10 The Tenant shall comply with all statutory requirements associated with occupation of the Land and shall be responsible for obtaining any consents or planning permissions which may be required.
- 3.11 The Tenant shall all take out and maintain:
 - 3.11.1 third party and public liability insurance in respect of the Land;
 - 3.11.2 property insurance against the usual insurable risks (which shall include (unless agreed otherwise by the Landlord in its absolute discretion) Fire,

explosion, lightning, earthquake, heave or landslip, Storm, flood, malicious damage, Theft or attempted theft, Water leaking from tanks or pipes, Impact by aircraft, other flying devices, or any vehicle) in respect of the Pavilion Building; and

3.11.3 if the Tenant becomes an employer, then Employer Liability insurance for an indemnity sum not less than £5,000,000 for a single claim.

- 3.12 The Tenant shall keep a grass cutting regime for the Land which reasonably enables the Land to be used for the Purpose.
- 3.13 The Tenant shall keep in repair and maintain both the internal and external of the Pavilion Building provided however that the Tenant shall not be obliged to maintain the Pavilion Building to any better standard than that as at the commencement of this Lease.
- 3.14 The Tenant shall repair and maintain the boundary fences, hedges and other natural and artificial boundary features to the Land Provided that while the Tenant shall be entitled to improve and reinforce such boundary features, it is not obliged to place them in any better condition than that already at the commencement of this Lease.
- 3.15 The Tenant shall within a reasonable period and in any case not more than 1 year after the date of this Lease, isolate the electricity to supply to the Pavilion Building with a meter. The Landlord shall provide such reasonable consents that may be necessary for the Tenant to undertake such actions.
- 3.16 The Tenant shall not install any external artificial lighting on the Land without obtaining planning permission and obtaining the Landlord's reasonable consent and in reasonably considering this matter, the Landlord shall be entitled to take into consideration the proposal for new residential housing to be built on the Landlord's adjoining land and the potential negative impact of external artificial lighting on such proposals.

4. Landlord's Undertakings

- 4.1 That the Tenant paying the Rent and observing and performing the Tenant's covenants contained herein shall peaceably hold and enjoy the Land without any interruption by the Landlord

5. General

- 5.1 The Tenant must not assign part or the whole of the Land.
- 5.2 The Tenant must not sublet the whole or any part of the Land.

- 5.3 The Land is let on the terms of this Lease and subject to and (where appropriate) with the benefit of the matters (other than financial charges) contained as at the date of this lease in the property and charges registers of the Land Registry Title Number LA4546 insofar as such matters affect the Land.
- 5.4 The Landlord may re-enter and end this Lease:
- (a) On twenty eight days' notice given by the Landlord or the Landlord's Surveyor at any time following any material breach by the Tenant of its undertakings contained in clause 3, which if capable of being remedied, is not remedied within a reasonable period of time (save in case of emergency); or
- 5.5 All notices given by either party pursuant to the provisions of this Lease shall be in writing and shall be sufficiently served if delivered by hand or sent recorded delivery to the other party at its registered office or last known address.
- 5.6 The Landlord gives no warranty that the Land is fit for the Tenant's purpose and the Tenant enters onto and uses the Land entirely at its own risk.
- 5.7 For the avoidance of doubt, the parties agree that any buildings on the Land as at the start of this Lease or improvements made to any buildings during the Lease are those of the Landlord and that if the Lease is terminated, ownership of the buildings remains with the Landlord forthwith and the Tenant shall not be entitled to compensation or reimbursement of any of the buildings or the improvements.
- 5.8 On the determination of the Lease Term the Tenant will promptly and at its own expense close any registered title relating to this Lease and cancel any note of this Lease made in any title at the Land Registry.
- 5.9 The Landlord and Tenant HEREBY AGREE pursuant to Section 38A (1) of the 1954 Act that the provisions of Section 24 to 28 of the 1954 Act shall be excluded in relation to the tenancy created by this Lease AND the Landlord has served a Notice on the Tenant dated the 20th day of July 2017 and the Tenant has made a Declaration dated the 5th of September 2017 confirming that Sections 24 to 28 of the 1954 Act shall be excluded in relation to the Tenancy created by this Lease

FIRST SCHEDULE RIGHTS GRANTED

1. Services

The right to the free and uninterrupted passage and running of all services to and from the Land through the conduits which serve (but which do not form part of) the Land in common with the Landlord and all other persons having alike right

2. Access and ancillary rights

To the extent that the Landlord legally is entitled to grant, the right for the Tenant and the Tenant's employees, agents and visitors in common with the Landlord and all others from time to time so entitled to pass and repass over the land between the adopted road of Roman Road, Darwen and the north-eastern edge of the Land closest to the said Roman Road for the purpose of obtaining access to and egress from the Land but not for any other purpose whatsoever.

3. Use of the Additional Area for Car Parking

- 3.1 The Tenant is granted a licence to use the area labelled "Current Car Park Area" for car parking purposes connected with the Purpose ("the Temporary Car Park") as shown on Plan 1.
- 3.2 The Landlord does not provide any covenant as to the suitability of the Temporary Car Park and it is to be used by the Tenant at its own risk.
- 3.3 The Landlord shall provide the Tenant with keys for any gates that secure access to the Temporary Car Park.

SECOND SCHEDULE RIGHTS RESERVED

1. Access

1.1 Access to Inspect

The right to enter at reasonable times and on reasonable written notice (except in emergency) to enter (or in emergency to break into) the Premises

- 1.1.1 to view the state and condition of the Land and to repair and maintain them where such viewing or work would not otherwise be reasonably practicable
- 1.1.2 to take schedules or inventories of fixtures and other items to be yielded up at the end of the Term, and
- 1.1.3 to exercise any of the rights granted to the Landlord in this Lease

2. Access on Renewal

The right to enter the Land with the Surveyor at convenient hours and on reasonable prior written notice to inspect and measure the Land for all purposes connected with any pending or intended step under the 1954 Act

3 Right of Lights etc

3.1 All rights of light, air, support and protection as those rights are capable of being enjoyed at any time during the Lease Term.

3.2 Rights to:

3.2.1 The right to build or rebuild or alter or demolish any adjacent or neighbouring land (whether or not belonging to the Landlord); and

3.2.2 building on or into any boundary wall of the Land along points "W" and "A" on Plan 2;

notwithstanding that any of those works result in a reduction in the flow of light or air to the Land provided that doing so does not materially obstruct or interfere with the amenity of the Land for the Purpose.

THIRD SCHEDULE

OPTION TO VARY THE LEASE AND GRANT CAR PARK LEASE

Definitions

1. The Definitions set out in this clause 1 refers to terms used in the Third, Fourth and Fifth Schedule of this Lease unless stated otherwise.
- 1.1 "Car Park Lease Plan" means the plan attached to the Option to Grant the Car Park Lease
- 1.2 "Car Park Lease" means a grant of a lease of land generally in the form attached in Appendix 1 and which incorporates the terms from the Car Park Notice
- 1.3 'Completion' means actual completion of the Deed of Variation and Surrender of Part of Lease and grant of the Car Park Lease
- 1.4 'the Car Park Notice' means a notice as defined in Schedule 5 that may be served by the Landlord on the Tenant requiring the Tenant to take the Car Park Lease.
- 1.5 'the Completion Date' means the date 2 months after the exercise of the latter of the two options pursuant to clause 3.1 or earlier by mutual agreement in writing.
- 1.6 "the Deed of Variation and Surrender of Part of Lease" means a variation of this Lease which enables the Landlord to take back some land under this Lease and generally modify terms of this Lease in the form attached in Appendix 2 and which incorporates the terms from the Option to Vary the Lease Notice
- 1.7 'this Lease' means for the avoidance of doubt the lease of the Land made between (1) the Landlord and (2) the Tenant dated [20th September] 2017
- 1.8 'the Option to Vary the Lease' means the option granted to the Landlord by clause 2
- 1.9 'the Option to Vary the Lease Plan' means the plan(s) attached to Option to Vary the Lease Notice;
- 1.10 'the Option to Vary the Lease Notice' means a notice as defined in Schedule 4 that may be served by the Landlord on the Tenant requiring the Tenant to enter into the Deed of Variation and Surrender of Part of Lease.
- 1.11 "the Option to Grant the Car Park Lease" means the option granted to the Landlord by clause 2
- 1.12 'the Tenant's Interest' means the Tenant's leasehold interest in the Land by virtue of the Lease
- 1.13 'the Option Period' means the period of the Lease

2 Grant of the Option to Vary the Lease and the Option to Grant the Car Park Lease

2.1 In consideration of £1.00 paid by the Landlord to the Tenant (receipt of which is acknowledged) the Tenant grants to the Landlord the Option to Vary the Lease on the terms and conditions within this Lease.

2.2 In consideration of £1.00 paid by the Landlord to the Tenant (receipt of which is acknowledged) the Tenant grants to the Landlord the Option to Grant the Car Park Lease on the terms and conditions within this Lease.

3 Exercise of the Option to Vary the Lease and the Option to Grant the Car Park Lease

3.1 The Option to Vary the Lease shall be exercisable by the Landlord serving on the Tenant at any time during the Option Period notice in writing in the form set out in the Fourth Schedule.

3.2 The Option to Grant the Car Park Lease shall be exercisable by the Landlord serving on the Tenant at any time during the Option Period notice in writing in the form set out in the Fifth Schedule.

3.3 The Landlord shall endeavour to only serve the Option to Vary the Lease and Option to Grant the Car Park Lease at the same time but in any case the Landlord must serve the two notices within 7 days of each other.

3.4 By no later than a date being 8 weeks after the date of the exercise of both the two options the Landlord will provide the proposed Deed of Variation and Surrender of Part of Lease and Car Park Lease for review by the Tenant who may provide any written recommendations for consideration relating to grammar or structure within 4 weeks of receipt of the two documents.

3.5 The Landlord shall reasonably consider such recommendations and prepare the necessary engrossments for the Deed of Variation and Surrender of Part of Lease and Car Park Lease and provide them to the Tenant not less than 4 weeks before the Completion Date.

4 Completion

4.1 Completion of the Deed of Variation and Surrender of Part of Lease and the Car Park Lease shall take place on the Completion Date at the offices of the Landlord's Solicitors or where they may reasonably direct.

4.2 The Tenant shall authorise the Landlord shall to attend to registration of the boundary adjustment in relation to the Deed of Variation and Surrender of Part of Lease at the Land Registry and for the Landlord to pay the Land Registry registration fees in respect of this with the Tenant to provide reasonable assistance to the Landlord in dealing with any formal requisitions or correspondence from the Land Registry.

5 Tenant Not to Prejudice Landlord's Planning Applications

- 5.1 The Tenant will not voluntarily do or permit to be done any acts or things which might in any way prejudice any planning application made in connection with the Landlord's adjoining land or land which is the subject of the Option to Vary the Lease or Grant of the Car Park Lease or hinder delay or render more difficult costly or expensive the implementation of it or subsequent use of the Landlord's proposed residential scheme on the Landlord's adjoining land.

6 Title

- 6.1 Title having been deduced prior to the date of this Lease the Tenant accepts the Landlord's title to the area forming the Car Park Lease and shall be deemed to take the Car Park Lease with full knowledge of the title in all respects and shall not raise any requisitions or make any objection in relation to the title but the Tenant may raise requisitions arising out of:
- 6.1.1 events occurring after the date of this Lease;
 - 6.1.2 matters revealed by pre-completion searches which are not registered at the date of this Lease;
 - 6.1.3 matters which a prudent Tenant could not be aware of at the date of this Lease;

FOURTH SCHEDULE

OPTION TO VARY THE LEASE NOTICE

"Option to Vary the Lease Notice" means a notice which is in the form as shown below with such added detail as set out in the section headed "Particulars"

Form of Option Notice

To: *(Tenant's name and address)*
 From: *(Landlord's name and address)*
 Property: *(Playing Field Lease at Square Meadow)*

In accordance with the terms of the Lease dated *(date)* made between BLACKBURN WITH DARWEN BOROUGH COUNCIL of the Town Hall, Blackburn, BB1 7DY (1) and FRIENDS OF SQUARE MEADOW of 137 Sandy Lane, Darwen, BB3 0PL (2) relating to land at Square Meadow, Darwen ("the Lease") described above WE GIVE NOTICE to you that WE exercise our option to vary the Lease in the general form as set out in the Deed of Variation and Surrender of Part of Lease (as in the Lease) including such particulars which are outlined in the Particulars below.

Signed [by the Landlord by an authorised agent of the Landlord on the Landlord's behalf:
 Date:

PARTICULARS

- 1 Attaches a scale plan illustrating the present boundary of the Lease and illustrating the area of land that is to be surrendered back to the Landlord which in no case shall include any land that lies outside of the area which is striped green on Plan 2 attached to the Lease and bounded by the letters "Z", "X" "Y" and "W".

FIFTH SCHEDULE

CAR PARK LEASE NOTICE

"Car Park Lease Notice" means a notice which is in the form as shown below with such added detail as set out in the section headed "Particulars" :

Form of Car Park Lease Notice

To: *(Tenant's name and address)*
 From: *(Landlord's name and address)*
 Property: *(Car park Lease for Square Meadow)*

In accordance with the terms of the Lease dated *(date)* made between BLACKBURN WITH DARWEN BOROUGH COUNCIL of the Town Hall, Blackburn, BB1 7DY (1) and FRIENDS OF SQUARE MEADOW of 137 Sandy Lane, Darwen, BB3 0PL (2) relating to land at Square Meadow, Darwen ("the Lease") described above WE GIVE NOTICE to you that WE exercise our option to grant you the Car Park Lease in the general form as set out in the Lease including such particulars which are outlined in the attached notice.

Signed [by the Landlord by an authorised agent of the Landlord on the Landlord's behalf:
 Date:

PARTICULARS

1. Shows on a plan the provision of rights for vehicular and pedestrian access (not necessarily separately) from the adopted highway on Holden Fold, Darwen to the Car Park; and
2. Lies within the areas bounded by "A", "B" "C" "D" "E" and "W" as shown on Plan 2 in the Lease at the Landlord's discretion provided that:
 - a. The Car Park shall provide for a minimum of 25 car park spaces; and
 - b. The north-west boundary of the Car Park shall immediately abut the Tenant's existing south-east boundary under the Lease.
3. Confirms which boundaries to the Car Park will be the constructed and/or maintained by the Tenant for the future responsibility of the Tenant and to what specification;

IN WITNESS whereof the Landlord has caused its Common Seal to be hereunto affixed and the Tenant has executed this deed the day and year first before written

THE COMMON SEAL of
Blackburn with Darwen Borough Council
 was hereto affixed in the presence of:-



Authorised Officer

15/11/01

EXECUTED as a Deed by)
FRIENDS OF SQUARE MEADOW)
 By)

Director

Director / Authorised Signatory

Appendix 1
FORM OF CAR PARK LEASE

DATED _____ 20[]

BLACKBURN WITH DARWEN
BOROUGH COUNCIL

AND

FRIENDS OF SQUARE MEADOW

L E A S E

of

land for car parking in connection with use of Square Meadow, Darwen Lancashire

David Fairclough
Director of HR, Legal & Corporate Services
Blackburn with Darwen
Borough Council
Town Hall
Blackburn

THIS LEASE is made the _____ day of _____

THIS LEASE is made the day of 20[]

BETWEEN:

- (1) **BLACKBURN WITH DARWEN BOROUGH COUNCIL** of Town Hall, Blackburn, BB1 7DY Lancashire ('the Landlord'); and
- (2) **FRIENDS OF SQUARE MEADOW** (Company No 09241268) whose registered office is at 137 Sandy Lane, Darwen, BB3 0PL ('the Tenant')

NOW THIS DEED WITNESSES as follows:

1. DEFINITIONS AND INTERPRETATION

For all purposes of this Lease the terms defined in this clause have the meanings specified.

1.1 "Accessway"

'Accessway' means the accessway not less than [number] metres wide, the approximate position of which is shown coloured [green] on the Plan.

1.2 "The Sport Field Lease"

'The Sport Field Lease' means the lease dated [] 2017 and made between BLACKBURN WITH DARWEN BOROUGH COUNCIL of the Town Hall, Blackburn, BB1 7DY (1) and FRIENDS OF SQUARE MEADOW of 137 Sandy Lane, Darwen BB3 0PL (2) relating to land at Square Meadow, Darwen

1.3 'The Term'

'The Term' means the period from the date of this Lease and ending on [] 20[].

1.3 'The Premises'

'The Premises' means all that plot of land off Roman Road, Darwen aforesaid as shown edged [] on the Plan.

1.4 Interpretation of 'Consent' and 'Approved'

References to 'consent to the Landlord' or words to similar effect are references to a prior written consent signed by or on behalf of the Landlord and references to the need for anything to be 'approved by the Landlord' or words to similar effect are references to the need for a prior written approval by or on behalf of the Landlord. A consent or approval is not to be unreasonably withheld or delayed.

1.5 Interpretation of 'the Landlord'

The expression 'the Landlord' includes the person or persons from time to time entitled to possession of the Premises when this Lease comes to an end.

1.6 Interpretation of 'the end of the Term'

references to the 'end of the Term' are references to the end of the Term whensoever and howsoever it determines.

1.7 Interpretation of 'the Tenant'

'The Tenant' includes any person who is for the time being bound by the tenant covenants of this Lease.

1.8 Interpretation of 'this Lease'

The expression 'this Lease' includes, unless expressly stated to the contrary, any document supplemental to or collateral with this document or entered into in accordance with this document.

1.9 'Losses'

Reference to 'losses' are references to liabilities, damages or losses, awards of damages or compensation, penalties, costs, disbursements and expenses arising from any claim, demand, action or proceedings.

1.10 'The 1954 Act'

'The 1954 Act' means the Landlord and Tenant Act 1954 and all statutes, regulations and orders included by virtue of clause 1.21.

1.11 'The 1995 Act'

'The 1995 Act' means the Landlord and Tenant (Covenants) Act 1995 and all statutes, regulations and orders included by virtue of clause 1.21.

1.12 'The Plan'

'The Plan' means the plan annexed to this document.

1.13 'The Planning Acts'

'The Planning Acts' means the Town and Country Planning Act 1990 (as amended), the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning and Compensation Act 1991 and all statutes, regulations and orders included by virtue of clause 1.20.

1.14 Gender And Number

Words importing one gender include all other genders; words importing the singular include the plural and vice versa.

1.15 Headings

The clause and paragraph headings do not form part of this document and are not to be taken into account in its construction or interpretation.

1.16 Obligation not to permit or suffer

Any covenant by the Tenant not to do anything includes an obligation not to permit or suffer that thing to be done by another person where the Tenant is aware that the thing is being done.

1.17 Joint and several liability

Where any party to this Lease for the time being comprises two or more persons, obligations expressed or implied to be made by or with that party are deemed to be made by or with the persons comprising that party jointly and severally.

1.18 References to clauses and schedules

Any reference in this document to a clause, subclause, paragraph, subparagraph or schedule without further designation is to be construed as a reference to the clause, subclause, paragraph, subparagraph or schedule of this document so numbered.

1.19 References to rights of access

References to any right of the Landlord to have access to the Premises are to be construed as extending to all persons authorised by the Landlord including agents, professional advisers, contractors, workmen and others.

1.20 References to statutes

Unless expressly stated to the contrary any reference to a specific statute includes any statutory extension or modification, amendment or re-enactment of that statute and any regulations or orders made under that statute, and any general reference to a statute includes any regulations or orders made under that statute.

1.21 'VAT'

'VAT' means value added tax or any other tax of a similar nature and unless otherwise expressly stated all references to rent or other sums payable by the Tenant are exclusive of VAT.

2. DEMISE

2.1 The Landlord demises the Premises to the Tenant with full title guarantee to hold to the tenant for the Term, yielding and paying the annual rent of £1 without any deduction annually in advance on written demand.

2.2 The Landlord shall also grant the right for the Tenant to pass and repass over and along the Accessway, with or without vehicles at all times and for all purposes in connection with the use of the Property for agriculture, subject to the Tenant and his successors in title to the Property paying a fair proportion according to use of the costs of repairing and maintaining the Accessway to a reasonable standard, but this right does not include the right to stop or park on any part of the Accessway for any purpose whatsoever.

3. THE TENANT'S COVENANTS

The Tenant covenants with the Landlord to observe and perform the requirements of this clause 3.

3.1 Rent

3.1.1 Payment of the rent

The Tenant must pay the rent on the days and in the manner set out in this Lease and must not exercise or seek to exercise any right or claim to withhold rent or any right or claim to legal or equitable set-off.

3.2 Outgoings and VAT

The Tenant must pay, and must indemnify the Landlord against –

- 3.2.1** All rates, taxes, assessments, duties, charges, impositions and outgoings that are now or may at any time during the Term be charged, assessed or imposed on the Premises or on the owner or occupier of them, (excluding any payable by the Landlord occasioned by receipt of the rent or by any disposition of or dealing with this Lease or ownership of any interest reversionary to the interest created by it.)
- 3.2.2** All VAT that may from time to time be charged on the rent or other sums payable by the Tenant under this Lease.

3.3 Repair, cleaning and decoration

3.3.1 Repair

The Tenant must maintain the Premises in their existing condition to the reasonable satisfaction of the Landlord.

3.3.2 Maintenance

The Tenant must at its own expense and to the reasonable satisfaction of the Landlord:

3.3.2.1 keep the surface of the car park forming the Premises with reasonable quality material as originally laid out; and

3.3.2.2 maintain any present boundary wall or fence to the boundaries of the Premises.

3.3.3 Cleaning and tidying

The Tenant must keep the Premises clean and tidy and clear of all rubbish and in reasonable condition and free from weeds and noxious vegetation.

3.3.4. Storage on the Premises

The Tenant must not store anything on Premises such as storage containers or building supplies or bring anything onto it that is or might become untidy, unclean, unsightly or in any way detrimental to the Premises.

3.3.5 Vehicles on the Premises

The Tenant must not keep or store any caravan or movable dwelling on the Premises and shall take such prompt legal action to remove unauthorised caravans or movable dwellings that park on the Premises.

3.3.6 Care of abutting land

The Tenant must not cause any land, roads or pavements abutting the Premises belonging to the Landlord to become untidy or dirty and in particular, but without prejudice to the generality of the above, must not deposit refuse or other materials on them.

3.4 Waste and alteration

3.4.1 Waste, additions and alterations

The Tenant must not commit any waste, make any addition to the Premises, unite the Premises with any adjoining premises, or make any alteration to the Premises save (a) as required by this Lease; and (b) that the Tenant may without consent apply lines and markings to the Premises to designate individual spaces and traffic routes in connection with the use permitted by clause 3.6.

3.4.2 Connection to conduits

The Tenant must not make any connection with any conduits pipes or services.

3.5 Statutory obligations

3.5.1 General provision

The Tenant must comply in all respects with the requirements of any statutes applicable to the Premises and any other obligations so applicable imposed by law or by any byelaws.

3.5.2 Particular obligations

3.5.2.1 Works required by statute, department or authority

Without prejudice to the generality of clause 3.5.1, the Tenant must execute all works and provide and maintain all arrangements on or in respect of the Premises or the use to which the Premises are being put that are required in order to comply with the requirements of any statute already or in the future to be passed, or the requirements of any government department, local authority or other public or competent authority or court of competent jurisdiction, regardless of whether such requirements are imposed on the owner, the occupier, or any other person.

3.5.2.2 Acts causing losses

Without prejudice to the generality of clause 3.5.1, the Tenant must not do in or near the Premises anything by reason of which the Landlord may incur any losses under any statute.

3.6 Use

3.6.1 Car park

The Tenant must only use the Premises as a car park for motor cars and motor cycles in connection with the use of the Square Meadow playing fields, Darwen in accordance with the Sport Field Lease or to enable vehicles to access the

Square Meadow playing fields in connection with the proper use of Square Meadow, its upkeep, repair, maintenance or improvement.

3.6.2 Nuisance

The Tenant must not do anything on the Premises, or allow anything to remain on them, that may be or become or cause a nuisance, or annoyance, disturbance, inconvenience, injury or damage to the Landlord or his tenants or the owners or occupiers of adjacent or neighbouring premises provided that use in accordance with clause 3.6.1 shall not be a breach of this clause.

3.6.3 Auctions, trades and immoral purposes

The Tenant must not use the Premises for any auction sale, any dangerous, noxious, noisy or offensive trade, business, manufacture or occupation, or for any illegal or immoral act or purpose.

3.6.4 Residential use, sleeping and animals

The Tenant must not use the Premises as sleeping accommodation or for residential purposes, or keep any animal on the Premises.

3.6.5 Erection of notices

The Tenant must not use the Premises for any display purposes nor the erection of any notice board sign or hoarding (other than any which may be approved of in writing by the Landlord) PROVIDED HOWEVER the Tenant may erect signage without Landlord's consent in relation to the terms of useage of the Premises for carparking purposes.

3.6.6 Connection to Sport Field Lease

Despite clauses 3.6.1 if there is no direct opening from the Premises to the Sport Field Lease along [W] to [A] as shown on the Plan, the Tenant shall be entitled to create such a reasonable opening to enable direct access to the

Sport Field Lease area by pedestrian means and vehicles (such vehicles to be only for the proper use under the Sport Field Lease) with such vehicular access to otherwise be properly gated and locked.

3.7 Entry to inspect and notice to repair

3.7.1 Entry and notice

The Tenant must permit the Landlord on reasonable notice during normal business hours (except in emergency):-

- 3.7.1.1** to enter the Premises to ascertain whether or not the covenants and conditions of this Lease have been observed and performed,
- 3.7.1.2** to view the state of repair and condition of the Premises, and
- 3.7.1.3** to give to the Tenant a notice specifying the works required to remedy any breach of the Tenant's obligations in this Lease ('a notice of repair').

3.7.2 Works to be carried out

The Tenant must immediately carry out the works specified in a notice to repair.

3.7.3 Landlord's power in default

If within one month of the service of a notice to repair the Tenant has not started to execute the work referred to in the notice or is not proceeding diligently with it, or if in the Landlord's surveyors' reasonable opinion the Tenant is unlikely to finish the work within that period, the Tenant must permit the Landlord to enter the Premises to execute the outstanding work and must within 14 days of a written demand pay to the Landlord the cost of so doing

and all expenses incurred by the Landlord, including legal costs and surveyor's fees.

3.8 Alienation prohibited

The Tenant must not assign, sublet or charge the whole or part of the Premises.

3.9 Costs of Applications, notices and recovery of arrears

The Tenant must pay to the Landlord all reasonable and proper costs, fees, charges, disbursements and expenses, including, without prejudice to the generality of the above, those payable to counsel, solicitors, surveyors and bailiffs properly and reasonably incurred by the Landlord in relation to or incidental to:-

3.9.1 every application made by the Tenant for a consent or licence required by the provisions of this Lease, whether it is granted or refused or offered subject to any qualification or condition or whether the application is withdrawn (unless the consent is unlawfully withheld).

3.9.2 the preparation and service of a notice under the Law of Property Act 1925 section 146.

3.9.3 the recovery or attempted recovery of arrears of rent or other sums due under this Lease.

3.10 Planning

3.10.1 Compliance with the Planning Acts

The Tenant must observe and comply with the provisions and requirements of the Planning Acts affecting the Premises and their use, and must indemnify the

Landlord, and keep him indemnified, both during and following the end of the Term, against all losses in respect of any contravention of those Acts.

3.10.2 Planning applications prohibited

The Tenant must not make any application for planning permission relating to the Premises without the Landlord's consent in its absolute discretion.

3.11 Indemnities

The Tenant must keep the Landlord fully indemnified against all Losses arising directly or indirectly out of any act, omission or negligence of the Tenant, or any persons at the Premises expressly or impliedly with the Tenant's authority, or any breach or non-observance by the Tenant of the covenants, conditions or other provisions of this Lease or any of the matters to which this demise is subject.

3.12 Encroachments

The Tenant must take all reasonable steps to prevent the making of any encroachment or the acquisition of any easement in relation to the Premises and must notify the Landlord immediately if any such encroachment is made or easement acquired, or if any attempt is made to encroach or acquire an easement. At the request of the Landlord and cost of the Tenant, the Tenant must adopt such means as are reasonably required to prevent the making of any encroachment or the acquisition of any easement.

3.13 Yielding up

At the end of the Term the Tenant must yield up the Premises with vacant possession, decorated and repaired in accordance with and in the condition required by the provisions of this Lease, give up keys (if any) to the Premises to the Landlord, remove tenant's fixtures and fittings and remove all signs

erected by the Tenant or any of his predecessors in title in, on or near the Premises, immediately making good any damage caused by their removal.

3.15 Statutory notices

The Tenant must give full particulars to the Landlord of any notice, direction, order or proposal relating to the Premises made, given or issued to the Tenant by any government department or local, public, regulatory or other authority or court within 7 days of receipt, and if so requested by the Landlord must produce it to the Landlord. The Tenant must without delay take all necessary steps to comply with the notice, direction or order. At the request and cost of the Landlord the Tenant must make or join with the Landlord in making any objection or representation the Landlord deems expedient against or in respect of any notice, direction, order or proposal.

3.16 Defective premises

The Tenant must give notice to the Landlord of any defect in the Premises that might give rise to an obligation on the Landlord to do or refrain from doing anything in order to comply with the provisions of this Lease or the duty of care imposed on the Landlord, whether pursuant to the Defective Premises Act 1972 or otherwise, and must at all times display and maintain any notices the Landlord from time to time reasonably requires him to display at the Premises.

3.17 Consent to the Landlord's release

The Tenant must not unreasonably withhold consent to a request made by the Landlord under 1995 Act section 8 for a release from all or any of the Landlord covenants of the Lease.

4. QUIET ENJOYMENT

- 4.1** The Landlord covenants with the Tenant to permit the Tenant peaceably and quietly to hold and enjoy the Premises without any interruption or disturbance from or by the Landlord or any person claiming under or in trust for him

5. FORFEITURE

If and whenever during the Term –

- 5.1** the rent under this Lease, or any of it, is outstanding for 21 days after becoming due whether formally demanded or not, or
- 5.2** the Tenant breaches any covenant or other term of this Lease, or
- 5.3** the Tenant, being a company, enters into liquidation whether compulsory or voluntary (but not if the liquidation is for amalgamation or reconstruction of a solvent company) or has a receiver appointed,

then the Landlord may at any time re-enter the Premises or any part of them in the name of the whole (even if any previous right of re-entry has been waived) and then the Term is to cease absolutely but without prejudice to any rights or remedies that may have accrued to either party against the other in respect of any breach of covenant or other term of this Lease, including the breach in respect of which the re-entry is made.

6. MISCELLANEOUS

6.1 Exclusion of warranty as to use

Nothing in this Lease or in any consent granted by the Landlord under this Lease implies or warrants that the Premises may lawfully be used under the Planning Acts for the use permitted by this Lease.

6.2 Representations

The Tenant acknowledges that this Lease has not been entered into in reliance wholly or partly on any statement or representation made by or on behalf of the Landlord, other than those expressly set out in this Lease or made by the Landlord's solicitors in any written response to enquiries raised by the Tenant's solicitors in connection with the grant of this Lease.

6.3 Tenant's property

If, after the Tenant has vacated the Premises at the end of the Term, any property of his remains in or on the Premises and he fails to remove it within 7 days after a written request from the Landlord to do so, then the Landlord may, as the agent of the Tenant, sell that property. The Tenant must indemnify the Landlord against any liability incurred by the Landlord to any third party whose property is sold by him in the mistaken belief held in good faith (which is to be presumed unless the contrary is proved) that the property belonged to the Tenant. If, having made reasonable efforts to do so, the Landlord is unable to locate the Tenant, then the Landlord may retain the proceeds of sale absolutely unless the Tenant claims them within 3 months of the date on which he vacated the Premises. The Tenant must indemnify the Landlord against any damage occasioned to the Premises and any losses caused by or related to the presence of the property in or on the Premises.

6.4 Notices

6.4.1 Form and service of notices

A notice under this Lease must be in writing and, unless the receiving party or his authorised agent acknowledges receipt, is valid if, and only if

6.4.1.1 It is given by hand, sent by registered post or recorded delivery, or sent by fax provided a confirmatory copy is given by hand or sent by registered post or recorded delivery on the same day, and

6.4.1.2 it is served –

- (a) where the receiving party is a company incorporated within Great Britain, at the registered office, or
- (b) where the receiving party is the Tenant, and the Tenant is not such a company, at the Premises, or
- (c) where the receiving party is the Landlord at the Landlord's address shown in this Lease and addressed to the 'Head of Legal Services' (or at any address specified in a notice given by the Landlord to the Tenant.)

6.4.2 Deemed delivery

6.4.2.1 By registered post or recorded delivery

Unless it is returned through the Royal Mail undelivered, a notice sent by registered post or recorded delivery is to be treated as served on the third working day after posting whenever and whether or not it is received.

6.4.2.2 By fax

A notice sent by fax is to be treated as served on the day upon which it is sent or the next working day where the fax is sent after 1600 hours or on a day that is not a working day whenever and whether or not it or the confirmatory copy is received unless the confirmatory copy is returned through the Royal Mail undelivered.

6.4.2.3 'A working day'

References to 'a working day' are references to a day when the United Kingdom clearing banks are open for business in the City of London.

6.4.3 Joint recipients

If the receiving party consists of more than one person a notice to one of them is notice to all.

6.5 New lease

This lease is a new tenancy for the purposes of the 1995 Act section 1.

6.6 Agreement for lease

It is certified that there is no agreement for lease to which this document gives effect.

6.7 Exclusion of rights of third party

The provision of the Contracts (Rights of Third Parties) Act 1998 shall not relate to this Lease and this Lease does not create any right enforceable by any person not a party to 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.

THE COMMON SEAL of Blackburn
with Darwen Borough Council
was hereunto affixed in the
presence of:-

Authorised Officer

EXECUTED as a Deed by)
FRIENDS OF SQUARE MEADOW)
By)

Director

Director / Authorised Signatory

Appendix 2

FORM OF DEED OF VARIATION AND SURRENDER OF PART OF LEASE

DATED

20[]

BLACKBURN WITH DARWEN BOROUGH COUNCIL

and

FRIENDS OF THE SQUARE MEADOW

DEED OF VARIATION AND SURRENDER OF PART OF LEASE

relating to land known as Square Meadow, Darwen

David Fairclough
Director of HR, Corporate & Legal Services
Town Hall
BLACKBURN

DEED OF VARIATION AND SURRENDER OF PART OF LEASE made the
day of 20[]

HM LAND REGISTRY
LAND REGISTRATION ACT 2002

Administrative area	Blackburn with Darwen
Title number	[]
Property	Square Meadow, Darwen

1 Particulars

- 1.1 the Landlord BLACKBURN WITH DARWEN BOROUGH
COUNCIL of Town Hall Blackburn Lancashire
- 1.2 the Tenant FRIENDS OF SQUARE MEADOW (Company No
09241268) whose registered office is at 137
Sandy Lane, Darwen, BB3 0PL
- 1.3 the Lease dated the [] made between
the Landlord (1) and the Tenant (2)
- 1.4 the Premises Square Meadow, Darwen
- 1.5 the Effective Date means []
- 1.6 the Surrendered Land means the land coloured [] on the plan headed
[]

2 Recitals

- 2.1 This deed is supplemental to the Lease by which the Premises were demised
by the Landlord for a term commencing on the [] until []
[] subject to payment of the rent reserved by the
Lease and performance and observance of the covenants on the tenant's part

and the conditions contained in it.

2.2 The reversion immediately expectant on the term of years granted by the Lease remains vested in the Landlord and the residue of the term is now vested in the Tenant

2.3 It has been agreed that the Tenant will surrender part of its estate and interest in the Premises on the Effective Date to the Landlord and that the Landlord will accept such surrender in consideration of the release contained in clause 5.

2.4 It has also been agreed that the Landlord and Tenant have agreed to vary surrender part of its estate and interest in the Premises on the Effective Date to the Landlord and that the Landlord will accept such surrender in consideration of the release contained in clause 5.

3 Surrender of the Surrendered Land and acceptance

In consideration of the release contained in Clause 5 the Tenant with full title guarantee on the Effective Date surrenders and yields up and releases to the Landlord all its estate interest and rights in the Surrendered Land to the intent that the residue of the term of years granted by the Lease in so far as it relates to the Surrendered Premises, and all or any other estate interest or rights of the Tenant in the Surrendered Land whether granted by or arising from the Lease or any deed or document supplemental to the Lease or otherwise, are to merge and be extinguished in the reversion immediately expectant on the term of years granted by the Lease and the Landlord accepts such surrender to the Tenant surrendering and yielding up the Surrendered Premises to the Landlord.

4 Variation of the Lease

4.1 IN CONSIDERATION of the Landlord paying to the Tenant £1.00 (receipt of which is hereby acknowledged) the parties agree to the Lease being varied as set out in Schedule 1.

5 Release

From the Effective Date in so far as such obligations or liabilities relate to the Surrendered Land, the Landlord and the Tenant each release the other party from all his obligations contained in and all liabilities whatever under the Lease or any other deed or document supplemental to the Lease, other than this deed, whether past, present or future and all damages, actions, proceedings, costs, claims, demands and expenses arising from such obligations and liabilities.

6 Registration

6.1 The Landlord and the Tenant agree that the Landlord will immediately apply to the Chief Land Registrar to make the necessary entries in the registers of both title numbers of the leasehold title and the reversion freehold title in order to give effect to the variation contained in this deed and the Tenant confirms its consent to the application being made.

6.2 The Landlord agrees to pay all the Land Registry disbursement and registration costs in relation to clause 6.1.

6.3 The Tenant shall use reasonable endeavours to assist the Landlord with any requisitions or the provision of any information or consents that the Land Registry may require.

7 Certificate of Value

IT IS HEREBY CERTIFIED that the transaction hereby affected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value of the aggregate amount or value of the consideration exceeds the sum of One Hundred and Twenty Five Thousand pounds

SCHEDULE 1

1. Paragraph 3 of the First Schedule of the Lease shall be deleted
2. The Third, Fourth and Fifth Schedule shall be removed.
3. A new clause 3.17 shall read and be deemed to be incorporated in the Lease from the date of this Deed as follows:

“3.17 In addition to clause 3.14, for the avoidance of doubt, the Tenant shall, following the construction of the new boundary fence as stated in clause 4.1 of the Lease, thereafter also maintain this boundary fence”.
4. A new clause 4.2 shall read and be deemed to be incorporated in the Lease from the date of this Deed as follows:

“4.2 Within 3 months of completion of the Deed of Variation to the Lease the Landlord (or its successors in title) shall provide a new boundary fence constructed from natural materials in accordance with British Standards (BS) 1722 and be a maximum height of 1300mm and incorporate a hedging and/or a planting scheme of low maintenance from its boundary at the point along the X – Y line as shown on the Lease Plan through to some point along the W – Z line as shown on the Lease Plan.”
5. A new clause 4.3 shall read and be deemed to be incorporated in the Lease from the date of this Deed as follows:

IN WITNESS whereof the Landlord and the Tenant have executed this Deed the day and year first before written

Authorised Officer

Director

6