

AGENDA
for the meeting of the Full Council

Councillors are hereby summoned to attend the Extraordinary Parish Council meeting which will be held in **St Mary's C of E Primary School** on **3rd September 2024** at **8:00 PM** for the purpose of transacting the business set out on the agenda below.

The press and public are cordially invited to attend.

Mark Strutt
Chairman

29 August 2024

24/61 Chairman's Welcome and Public Participation

Members of the Public are welcome to ask questions or raise matters for members' consideration in the first 15 minutes of the meeting.

24/62 Apologies for Absence

Elected members who are unable to attend the meeting are requested to email the Clerk with their apologies ahead of the meeting.

24/63 Declaration of Interests

Members to declare their interests on items on the agenda.

Reminder: This includes the registrable interests of any body exercising functions of a public nature, directed towards charitable purposes or one whose principal purposes includes the influence of public opinion or policy.

Non participation in case of disclosable pecuniary interest

Where a matter arises at a meeting which directly relates to one of your disclosable pecuniary interests, you must disclose the interest, not participate in any discussion or vote on the matter and must not remain in the room unless you have been granted a dispensation. If it is a 'sensitive interest', you do not have to disclose the nature of the interest, just that you have an interest. Dispensation may be granted in limited circumstances, to enable you to participate and vote on a matter in which you have a disclosable pecuniary interest.

Disclosure of non-registerable interests

Where a matter arises at a meeting which directly relates to your financial interest or well-being (and is not a Disclosable Pecuniary Interest) or a financial interest or well-being of a relative or close associate, you must disclose the interest. You may speak on the matter only if members of the public are also allowed to speak at the meeting. Otherwise you must not take part in any discussion or vote on the matter and must not remain in the room unless you have been granted a dispensation. If it is a 'sensitive interest', you do not have to disclose the nature of the interest.

Where a matter arises at a meeting which affects:

- a. your own financial interest or well-being;
- b. a financial interest or well-being of a relative or close associate; or
- c. a financial interest or wellbeing of a body included under other registrable interests as set out in Table 2 you must disclose the interest. In order to determine whether you can remain in the meeting after disclosing your interest the following test should be applied.

Where a matter (referred to above) affects the financial interest or well-being:

- a. to a greater extent than it affects the financial interests of the majority of inhabitants of the ward affected by the decision and;
- b. a reasonable member of the public knowing all the facts would believe that it would affect your view of the wider public interest You may speak on the matter only if members of the public are also allowed to speak at the meeting. Otherwise you must not take part in any discussion or vote on the matter and must not remain in the room unless you have been granted a dispensation. If it is a 'sensitive interest', you do not have to disclose the nature of the interest.

A 'sensitive interest' is as an interest which, if disclosed, could lead to the councillor, or a person connected with the councillor, being subject to violence or intimidation.

24/64 Heads of Terms

Members to **AGREE** the contents of the Heads of Terms for Granting of a Sublease by HBO Parish Council to HBO Sports and Community Club Limited dated 20th May as appended.

24/65 Appointment of a Solicitor

Further to this council having previously resolved to appoint a solicitor to advise on the Heads of Terms for the granting of a sublease to the HBO Sports & community Club, members must now **CONSIDER** the quotes received for the appointment of a solicitors for legal advice and services on the proposed heads of terms, draft sublease and advice on the council's legal obligations regarding the disposal of land.

A budget of £6,000 be allocated for this purpose.

24/66 Local Government Act 1972 Obligations

Once legal advice has been procured and if a sublease agreed for signing this council approves to publish the Notice of Intended Disposal of Open Space Land in accordance with the Local Government Act 1972 relevant subclauses of Section 123 and Section 127.

24/67 Land Valuation

Members to **CONSIDER** the quotation from Bidwells for the valuation of the disposal land for the council's files in the sum of £500 plus VAT.

24/68 HBO Sports & Community Club Business Case

This council has received the HBO Sports & Community Club's 'Business Plan Proposal for the Maintenance of the Hatfield Broad Oak Village Green. The council is to review the plan and include an analysis in the council's overall Sublease Risk Assessment for council approval at a future date.

24/69 Date of the next meeting

- Close & Chairman's signature

Hatfield Broad Oak Parish Council

Background Information for EGM
(3rd September 2024)

PART 1

Draft Heads of Terms For Sublease to HBO Sports & Community Club

Heads of Terms for Granting of a Sub Lease by
HBO Parish Council to HBO Sports and Community Club Limited.

Conditions to be included as Preambles to the Sub Lease.

- A. This agreement and sub lease is to relieve the Parish Council of its responsibilities under the lease between the Parish Council (the PC) and William Gosling (the Landowner) dated 19th January 2011 (the Head Lease) and transfer the responsibility and liability for the land known as the Hatfield Broad Oak Village Green (the VG) to the HBO Sports and Community Club (the Charity) to enable the Charity to manage operate and maintain the VG for the benefit of the general public and sports clubs and organisations associated with Hatfield Broad Oak as defined in these presents.
- B. The Charity will ensure that with the exception of the sports pitches when in use and the cricket square the VG remains open to the public at all times excluding during periods of maintenance and management for public safety and that the Charity shall prioritise the use of the VG for major events such as the village 10K race.
- C. The PC and the Charity will cooperate fully and transparently and collectively councillors will be supportive of the efforts of the Charity to operate and maintain the public space and to construct a Pavilion for the benefit of the sports and activity clubs users and community of Hatfield Broad Oak in accordance with the lease so granted.
- D. The PC will present to the Charity the VG in a good state of repair and in safe condition and in furtherance of such shall complete the following works prior to occupation by the Charity.
 - 1. Accessibility upgrades to the pedestrian entrance
 - 2. Complete remedial work from the 2024 tree survey
 - 3. Provide concrete bases to the existing oak seating / benches
 - 4. Repair fencing
 - 5. 25% contribution subject to a maximum of £8,300 for the Installation of the catch/ring drain to the pitch area.
 - 6. VG and PC combined Noticeboard

- E. The PC will seek grants for the restoration of the village green footpaths to meet accessibility criteria and will endeavour to complete the works by 1st January 2025.
- F. The Charity shall advise the PC prior to occupation of any material omissions to presenting the VG in a good state of repair and in safe condition and the PC shall rectify such omissions.
- G. The PC will pay to the charity upon presentation of quarterly invoice the annual sum of £20,000 plus VAT at the rate current for the management operation and maintenance of the VG with the sum being index linked each year to the median of the RPI and CPI indexes. The sum to be linked to the five year average of PC VG spend. Payments will be due commencing on 1st January 2024 and on quarter days thereafter.
- H. The PC shall grant transfer of ownership of the tractor and associated maintenance machinery together with the storage containers to the Charity and the Charity shall keep such assets in working order and good condition.
- I. The Charity agrees to allow the PC to use its grass cutting equipment at no cost to the PC to mow the grass on the lands known as Barnfields and Recreation Ground and School Playing Field and Broad Street Green and High Street.
- J. The PC shall make available to the Charity all documents surveys reports and other information the Charity considers necessary to fulfil its obligations under this Sub Lease.
- K. The PC acknowledges and supports the Charity's objective of constructing the Pavilion and associated roadway and parking and storage facilities in accordance with planning permissions obtained by the PC together with such ongoing permissions and any that may become necessary to fulfil the Charity's legal and business requirements where in such cases the PC may assist by submitting the applications.
- L. The Charity shall allow the PC to manage maintain update and develop the nature area on the VG as defined on the plan ref VG/NA/001 as a nature and wildlife area for the benefit of the general public. The charity shall make its maintenance equipment available to the PC as necessary.
- M. The Charity shall provide all insurances required by the headlease for public liability and property and shall provide details to the PC at renewal. The Charity shall save harmless the PC from any claims arising from the Charity's management and occupation through the sublease.

Lease Terms

1. The Term

The term shall be for 1 day less than the term for the Head Lease.

2. The Parties

Hatfield Broad Oak Parish Council (PC) and the HBO Sports and Community Club (Charity)

3. The Property Demised

The land known as the Village Green as detailed on Bidwells drawing reference HBO1 dated 17/11/2010 and as subsequently amended by the PC and the Landlord subject to no diminution of the existing demise. For the avoidance of doubt the extent of the demise shall be the existing perimeter fence.

4. Commencement Date

To be agreed. (The date of occupation is proposed 1st January 2025)

5. Purpose of Lease

To enable the Charity to manage operate and maintain the VG for the benefit of the public and sports clubs and organisations associated with Hatfield Broad Oak.

6. The Rent

As for Head Lease, payable upon execution of this sub-lease

7. Authorised Use

For use as a public space and sports facility including outdoor and indoor and community activities that are deemed by the Charity to be consistent with the provision of facilities for the local community and achieving its funding objectives.

8. Health and Safety

All essential Health and Safety precautions and provision will be the responsibility of the Charity such that no liability will fall to the PC in the event of a claim for negligence.

9. Child Protection

The responsibility for child protection including the vetting of coaches and helpers will be with the groups that use the facilities as is required by law. The Charity will require those groups to annually confirm such policies and practices are in place.

10. Service of Notices

Addresses and named persons or title holders to be agreed.

11.Right of Entry

As for Head Lease plus.

The Charity will allow to the PC a right of vehicular and pedestrian access to and across the demise for the purposes of inspection to ensure fulfilment of the terms of the lease such right to be exercised giving three working day's notice and such inspection shall be accompanied by the representative of the Charity

12. Access to services

The PC grants unrestricted rights of access routing and passage for underground services to supply the Pavilion and other facilities (power water sewage telephone etc.) and passes all responsibility for payment of VG services to the Charity.

The PC grants rights to collect and store rainwater or grey water residual etc.)

13.Repair and Redecoration

As for Head Lease

If the PC resolves the Charity has not complied with any head lease requirement to repair and redecorate the PC shall serve notice upon the Charity and the Charity shall prepare and advise the PC of a programme of remedy.

14.Access of Landlord

As for Head Lease

15.Environmental Protection

As for Head Lease

16.Alterations

As for Head Lease

17.Statutory Requirements and Health and Safety

As for Head Lease

18.Grants

As for Head Lease

Insurance

As for Head Lease

The Charity shall maintain all public liability insurances for the Demise and shall maintain insurances for the Pavilion.

19.Assignment and Sub-letting

The PC will subject to approval not to be unreasonably withheld permit the Charity to sub-let any part of the VG to its sports club members for the purposes of maintenance or seeking grant funding.

20.Yielding Up

As for Head Lease

21.Indemnity

As for Head Lease

22.Costs

As for Head Lease

23.Landlord's Covenant

As for Head Lease

24.Notices

As for Head Lease

25.Rights and Easements

As for Head Lease subject to items 11 and 12 above.

26.Break Clauses

As for Head Lease. By voluntary mutual agreement only.

However the PC reserves the right to enact a break in the sublease should the Charity repeatedly fail for six times in any one calendar year to remedy in accordance with clause 13 any individual failure to comply with the terms of the sublease with such a proposed break be subject to external review for accuracy and reasonableness by an independent assessor of the RICS. Should this right be exercised the PC shall pay the charity its costs and improvements.

The PC will not terminate the Head Lease without the express permission of the Charity.

27.Sports Courts

The Charity will consult with the PC on any need or proposal to build any additional sports courts beyond the current specified use of the VG.

28.Liaison Channels

To ensure good communication and aid cooperation the Charity and the PC will maintain a representative to ensure the operation of the sub lease.

29.Annual Review

The Chairty will submit and present an annual report to review what has been achieved at the PC's Annual Parish Meeting such report to have been submitted to the PC two weeks in

advance and any issues and concerns not resolved in the year or likely to arise in the next year can be raised in public.

30. Water Rates including sewage/ Electricity/ Business Rates

The Charity will assume responsible for all costs associated with utility services it uses.

31. Pest Control

The Charity will maintain a regime that keeps pests from damaging the sports pitches, sports courts and pavilion and the Charity shall maintain the demise in a way that does not encourage pests.

32. Litter Bins and Removal of Waste after events.

The Charity will maintain at least fortnightly collections of litter and weekly during the period April to September inclusive.

33. Other Potential Sports Users

All sports and community group wishing to use the facilities of the VG regularly will be invited and they have the right to join the HBO Sports and Community club provided their membership is open to anyone within the village that is able to partake in that activity.

Groups not wishing to join the HBO Sports and Community club will be able to hire the facilities or use other parts of the VG provided their activities do not impact those of the Charity .

34. Complaints Procedure

Any complaints received by the PC about activities of the Charity shall be forwarded to the Charity for consideration and the Charity shall report the outcome of the complaint to the parish council.

35. Constitution and Objects of the HBO Sports and Community Club Charity

The PC shall be kept informed of any proposed changes to the structure or constitution of the Charity provided that one member of the trustees of the Charity shall be a parish councillor.

36. Notices Displayed on the Green

The Charity will provide space on a noticeboard at the entrance to the VG for PC notices and information

37. Sponsorship and Advertising

Temporary boards and banners etc. may be displayed during activities at the VG and also the Charity is granted permission

to display event promotional material outside the entrance to the VG at the established position.

The Tenant will be allowed to permanently incorporate sponsors or donors names and emblems on the Pavilion where required to do so (e.g. Sport England etc.)

38. Legal Fees Associate with the Lease

Each party shall pay their own costs associated with the preparation of this agreement and sub lease.

OTHER IMPORTANT CONSIDERATIONS

1. The Charity is to take legal advice to ensure that either party does not incur or suffer and tax cost or charge as a consequence of this agreement and sublease and transfer of equipment and benefits and obligations and payments referenced herein.
2. The Charity needs to consider its VAT position to ensure that it can recover VAT on its operational expenditure but also should take advice to ensure that registering for VAT whilst below the income threshold and reclaiming VAT on the pavilion build would not be considered to be evasion of VAT by HMRC.

**Report and Recommendation
for the
Appointment of Solicitors**

For background information only

Sub Lease from HBO PC to HBO Sports & Community Club.

Situation Summary and Recommendation of Heads of Terms Representatives.

Situation:

HBO Parish Council wishes to pass the management and financial responsibility for the village green to the HBO Sports & Community Club charity through a sublease.

The Headlease between the parish council and the Landlord makes express provision for assignment or subletting to HBO Village Green Co (renamed as HBO Sports & community Club) under clause 3:10.

The parish council representatives have produced and discussed with the charity terms for a sublease which will be put before the parish council for review.

Prior to this this review the parish council, whilst already voting to obtain legal advice on the Heads of Terms and potential sublease, needs to confirm the appointment of solicitors to give advice on matters related and the preparation of the draft sublease itself.

Legal Position:

The granting of a sublease to a third party counts as a 'Disposal' under the terms of the Local Government Act 1972 where the subletting is for a period longer than seven years.

In this situation, under the act, the disposer (parish council) is required to obtain the permission of the Secretary of State for the disposal and also to publish a notice of its intention to dispose.

"It is Government policy that local authorities and other public bodies should dispose of surplus land wherever possible. Generally, it is expected that land should be sold for the best consideration reasonably obtainable. However, it is recognised that there may be circumstances where an authority considers it appropriate to dispose of land at an undervalue. Authorities should clearly not divest themselves of valuable public assets unless they are satisfied that the circumstances warrant such action. The Consent has been issued to give local authorities autonomy to carry out their statutory duties and functions, and to fulfil such other objectives as they consider to be necessary or desirable. However, when disposing of land at an undervalue, authorities must remain aware of the need to fulfil their fiduciary duty in a way which is accountable to local people."

"Section 128(1) of the 1972 Act confers on the Secretary of State power to give a general consent for the purposes of land disposals by local authorities carried out under their powers in Part 7 of the 1972 Act. The Secretary of State's sole statutory function in respect of the exercise by local authorities of these disposal powers is to give or withhold consent to a proposed disposal in cases where his consent is required."

However, the General Disposal Consent 2003 Act removes the requirement for authorities to seek specific consent from the Deputy Prime Minister and First Secretary of State ("the Secretary of State") for any disposal of land where the difference between the unrestricted value of the interest to be disposed of and the consideration accepted ("the undervalue") is £2,000,000 (two million pounds) or less. It therefore offers authorities greater freedom than previously to exercise discretion in the disposal of their land

Also, "The terms of the (General) Consent mean that specific consent is **not required** for the disposal of any interest in land which the authority considers will help it to secure the promotion or improvement of the economic, social or environmental well-being of its area."

Whilst it is within the powers of the parish council to decide how it proceeds, and "It will be for the local authority to decide whether any proposed disposal requires specific consent under the 1972 Act, since the Secretary of State has no statutory powers to advise authorities that consent is needed in any particular case", it is proposed that the legal confirmation should be sought and placed on file.

It will also be necessary for the parish council to obtain a valuation of the asset to be transferred to record that the undervalue is less than £2m (which it is).

The parish council will need to publish a notice of its intention to 'dispose' of the land.

The parish council also has to consider the Subsidy Control Act 2022 with reference to the proposed subsidy to the charity to maintain the village green for public access as well as the sporting activities of the charity.

The Subsidy Control Act is to ensure that market competition is not distorted by any subsidy. Whilst this is more applicable to Government subsidies to companies or industry, local authorities may fall within its remit.

The parish council proposes to make payments to the charity for the maintenance of the village green and fulfilling the role currently undertaken by the parish council to provide public access and use by all.

It is contended that if the sum is paid by means of a regular and contractual grant then the Subsidy Control Act may apply. However, to apply the 'subsidy' must meet the four 'limbs' of the act.

The parish council needs confirmation advice that as the charity does not offer 'economic activity' nor operate in 'the market' it does not fall within the remit of the act. Likewise, the payment does not have an effect on competition or investment within the UK and again, does not fall within the act.

The alternative would be for the payment to be a contractual agreement between the parish council and the charity. Standing Orders or the council's Financial Regulations would need to be able to accommodate such a contractual payment

Fence Line

The repositioning of the fence line alongside the Dunmow Road entrance should require a reissuing of the headlease plan together with an amendment to the lease, or as some have suggested, the headlease reissued in its entirety.

One method to avoid this would be for the parish council to write to the landlord acknowledging the new fence position and his approval of it, but also that it is temporary (minimum period) and that it could revert to the lease line at his request and cost. Of course, the new line could always be incorporated in the headlease at some future date.

References:

Circular 06/03: Local Government Act 1972 general disposal consent (England) 2003 disposal of land for less than the best consideration that can reasonably be obtained

<https://assets.publishing.service.gov.uk/media/5a79ec3740f0b66d161af22b/462483.pdf>

Recommendation

This paper provides background information to be publicly available prior to the recommendation and discussion of the appointment of a solicitor.

Hatfield Broad Oak Parish Council

Background Information for EGM
(3rd September 2024)

PART 2

Full Report and Recommendation for the Appointment of Solicitors

PART 2 INFORMATION

Recommendation

A It was understood that [REDACTED] could produce the sublease but not provide advice on the legal obligations of the disposal, this they would refer to another solicitor, [REDACTED] [REDACTED] It was thought this not as 'clean' as the parish council requires.

C [REDACTED] gave very helpful consideration of the issues and gave some advice on the disposal issues, however they admitted they could not give definitive legal advice on those matters.

B [REDACTED] whilst the most expensive of the three solicitors, did correctly raise the issues the parish council faced with the disposal and has the inhouse team of specialists who can give advice and opinion on matters of public law.

B It is the reasons stated that it recommended the parish council appoint [REDACTED] to produce the sublease and the legal advice on the disposal for our files.

B The appointment letter for [REDACTED] though must make it clear we require definitive advice on the actions the parish council needs to take on the disposal and not just a general review of the law.

Analysis

A	£2,500 Would mean engaging more than one firm of solicitors and it was felt this disjointed and perhaps not as knowledgeable on the issues as would be required.
B	£4,250 Producing the sublease and giving the necessary legal advice on the powers and obligations of the parish council under the 1972 LGA act and the Subsidy Control Act.
C	£1,250-£1,500 for the sublease. Has given outline and helpful advice on the LGA 1972 and Subsidy Control Act but cannot give definitive legal advice.



	Cost	Fees	Notes
Preparation of sublease	£1,000		For producing a sublease by reference
Statutory Powers of Disposal		£1,200-£1,500	<p>██████████ were unsure as to the legal requirements of the parish council under the LGA 1972 and Subsidy Control Act.</p> <p>They did say the council disposal falls under the act and that the land would have to be valued.</p> <p>Under the act it is for the parish council to decide if it needs consent. Nockolds initial thoughts were that consent would be required.</p> <p>The promotion of improvement of economic, social and environmental wellbeing would assist the consent.</p> <p>Whilst ██████████ did not have the expert opinion to progress advice on this matter, they recommended ██████████</p> <p>Discussions were held with ██████████ who would charge a fee of £1,200-£1,500 for advice on the disposal.</p> <p>To provide a high-level review to address the legal risks of the two aspects above for the budget of £1,500</p>
Subsidy Control Act 2022			
Tax	No tax advice		
Summary			<p>£2,500</p> <p>Would mean engaging more than one firm of solicitors and it was felt this disjointed and perhaps not as knowledgeable on the issues as would be required.</p>

B

	Cost	Fees	Notes
Preparation of sublease	£2,750	Pavilion licence, if required, quoted separately.	See proposal details and exclusions.
Statutory Powers of Disposal	Initial proposal £1,500 - £1,800	Revised fee for both disposal and Subsidy £1,500	<p>correctly raised the issues of disposal to be addressed.</p> <p>To provide a high-level review to address the legal risks of the two aspects above for the budget of £1,500.</p> <p>Whether there is a specific or general consent requirement for the Parish Council to conduct a disposal under the Local Government Act 1972; and Whether there is a risk of the Parish Council providing a subsidy to the Charity within the meaning of the Subsidy Control Act 2022.</p> <p>This must though be for specific advice, not a recommendation for further detailed advice. Any appointment letter must make this clear.</p> <p>The parish council would need to have the land valued for the 'undervalue'.</p>
Subsidy Control Act 2022	Initial proposal £1,500 - £1,800		
Tax	No tax advice		
Summary			<p>£4,250</p> <p>Producing the sublease and giving the necessary legal advice on the powers and obligations of the parish council under the 1972 LGA act and the Subsidy Control Act.</p>



Analysis

	Cost	Fees	Notes
Preparation of sublease	£1,250-£1,500	£1,500 for pavilion licence if required.	
Statutory Powers of Disposal	Cannot provide advice		<p>“The requirement for the PC to obtain the best consideration possible for a disposal will probably not apply here.”</p> <p>“The rent payable under the headlease is only £1 per year - a nominal sum only to give legal effect to the lease (the alternative would be rent as a “peppercorn”). This effectively means no “consideration” was actually paid by the PC when it acquired the headlease in 2011 – and no rental yield will arise during the term of the lease.”</p> <p>“The headlease – and therefore any sublease – can only be used for “sporting or recreational, or local community or ancillary uses...”. This restriction limits the commercial application of the premises.”</p> <p>Publicise disposal in local newspaper for a period of two weeks.</p> <p>However, whilst unable to give specific advice on Section 123(2A) of the LGA 1972, summarises as follows:-</p> <p>The PC will need to decide whether it considers the disposal requirements under the Local Government Act (general or specific consent) even applies, on the basis that the PC’s headlease:</p> <ol style="list-style-type: none"> 1. was only granted for the limited use of managing a village green, and any proposed sublease to the charity could effectively only be a simple delegation of the parish council’s management function 2. is probably not even on commercial terms given 1. the freeholder has a rolling break right to end it at any time, and 2. no annual rent is payable 3. already reserves an express right for the PC to grant a sublease to the charity, i.e. the delegation of management activities was presumably factored in, from the outset

			4. any sublease would be for a limited term, with the land reverting to the PC either once the sublease term ends, and/or if the charity breaches the terms of the lease and the PC determines the lease – i.e. the sublease is presumably more of a management agreement.
Subsidy Control Act 2022	Cannot provide advice		<p>“The guidance states that “a ringfenced grant to a charity for its non-economic activities (even if the charity also provides some goods or services on the market)” will not count as a subsidy within the meaning of the Act.”</p> <p>Unable to give specific legal advice as there is no dispute for [REDACTED] Disputes Team to review!</p>
Tax			<p>“From a property perspective, no SDLT will be payable because the headlease was granted for nil consideration, and the proposed sublease is being granted for nil consideration. SDLT is not triggered on consideration of less than £40,000. Please note that [REDACTED] as solicitors, are unable to provide general tax advice to the PC. If general tax advice is required the PC will need to obtain this from a tax advisor or an accountant.”</p>
Summary			<p>£1,250-£1,500 for the sublease.</p> <p>Has given outline and helpful advice on the LGA 1972 and Subsidy Control Act but cannot give definitive legal advice.</p>

Draft LGA 1972 Disposal Notice

Hatfield Broad Oak Parish Council

Local Government Act 1972 Section 123 Notice of Intended Disposal of Open Space Land

Notice is given under section 123(1)(2A) of the Local Government Act 1972 that Hatfield Broad Oak Parish Council intends to dispose by means of a long sublease to the HBO Sports & Community Club all the open space known as the HBO Village Green as defined in the headlease dated 19th January 2011 between William Gosling and the council.

The open space will be sublet on the same terms as the headlease together with additional terms and safeguards to ensure continued full public access for the purposes of health, exercise, sports and general wellbeing of the community and visitors.

The open space in question is detailed in the headlease which is a public document and may be inspected or requested by contacting the Parish Clerk.

The Heads of Terms for the proposed sublease is a public document and may be inspected or requested by contacting the Parish Clerk

Any person who objects to the proposed disposal of the above mentioned parcel of land should notify the Parish Clerk of the said objection in writing to Hatfield Broad Oak Parish Council (Address) or via email to parishclerk@ by 12 noon on the DATE.

Hatfield Broad Oak Parish Council
ADDRESS

Dated

EXAMPLE

Land Valuation

From: Alex Porter <Alex.Porter@bidwells.co.uk>
Subject: RE: Village Green Valuation
Date: 20 August 2024 at 17:06:09 BST
To: Cllr Artus <cllrartus@hatfieldbroad oakpc.gov.uk>

Hi Keith

Apologies I was unable to take your call a short while ago. I am in a meeting until the end of the day now.

I appreciate that this is not an exercise that the PC will benefit from directly and so am mindful of costs. I've reviewed further here and we could on this occasion reduce our fee to £500+VAT.

Please do let me know if you are content with this.

Kind regards
Alex



Alex Porter MSc MRICS FAAV
Partner, Rural

Bidwell House, Trumpington Road, Cambridge, Cambridgeshire. CB2 9LD
DD: 01223 559520 | M: 07741 247999 | bidwells.co.uk

We are B Corp Certified

Certified



Corporation

This company meets high standards of social and environmental impact.

**Original Headlease
19th January 2011**

Head Lease

Between

W.R Gosling

And

Hatfield Broad Oak Parish Council

**Clause 3.10 refers to the sub lease
to the HBO Village Green Co.**

DATED

19 January

2010

W R GOSLING Esq

(1)

AND

HATFIELD BROAD OAK PARISH COUNCIL

(2)

LEASE

Hatfield Broad Oak Village Green
Hatfield Broad Oak
Essex

WILSONS

Wilsons Solicitors LLP
Steynings House
Summerlock Approach
Salisbury
Wiltshire
SP2 7RJ

Tel: (01722) 412412
Fax: (01722) 410059

Ref: SR

SR/400101

LR1. Date of lease

19 January 2011

LR2. Title number(s)

LR2.1 Landlord's title number(s)

Part EX831641

LR2.2 Other title numbers

LR3. Parties to this lease

Landlord

William Rupert Gosling of Little Barnington
Hall, Bush End, Takeley, Bishops
Stafford CM22 6NR

Tenant

Hatfield Broad Oak Parish Council of Purple House,
High Street, Hatfield Broad Oak,
Bishops Stafford CM22 7HE

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.

Land at Hatfield Broad Oak shown edged in red on the
plan annexed to this Lease

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.

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

LR6. Term for which the Property is
leased

A term of 99 years from [19 January 2011]

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

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

None

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

None

LR12. Estate rent charge burdening the Property

None

LR13. Application for standard form of restriction

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

THIS LEASE is made the 19 day of January 2010

BETWEEN

(1) **WILLIAM RUPERT GOSLING** of Little Barrington Hall Bush End Takeley Bishops Stortford CM22 6NL("the Landlord") and

(2) **HATFIELD BROAD OAK PARISH COUNCIL** ("the Tenant")

WITNESSETH as follows:-

1 Definitions

In this Lease unless the context otherwise requires:

1.1. the following definitions apply:

- | | |
|--------------------------------|--|
| 1.1.1. "the Landlord" | William Rupert Gosling |
| 1.1.2. "the Tenant" | Hatfield Broad Oak Parish Council |
| 1.1.3. "the Demised Premises" | land at Hatfield Broad Oak, Essex shown edged red on the plan annexed to this lease |
| 1.1.4. "the Commencement Date" | the date hereof |
| 1.1.5. "the Term" | a term of 99 years from the date of this Lease |
| 1.1.6. "the Rent" | The yearly rent of £1.00 |
| 1.1.7. "the Authorised Use" | means use for any sporting or recreational, or local community or ancillary uses and associated parking and all activities ancillary thereto |
| 1.1.8. "the Planning Acts" | means the Town and Country Planning Act 1990 Planning (Listed Buildings and Conservation Areas) Act 1990 Planning (Hazardous Substances) Act 1990 Planning and Compensation Act 1991 |
| 1.1.9. "Dangerous Substance" | means any natural or artificial substance (whether in solid or liquid form or in the form of a gas or vapour) causing or capable of harm to man or other animals or damaging polluting contaminating or changing the composition of the environment (including water) or damaging public health or welfare |

1.1.10. "Environmental Law"

means all statutes laws regulations codes of practice circulars guidance notices and the like (whether in the United Kingdom or elsewhere) concerning the protection of human health or the environment or the condition of the workplace or the control and prevention of pollution of land water or the atmosphere or the generation transportation storage treatment or disposal of any Dangerous Substance including but not limited to the Environmental Protection Act 1990 the Environment Act 1995 and the Water Resources Act 1991

1.1.11. "Health & Safety Law"

means all applicable statutes regulations directives and codes of practice concerning the health safety and welfare of persons employed by the Tenant or who are at the Demised Premises in connection with the Tenants at the Demised Premises or concerning the control and use of Dangerous Substances or substances which are hazardous or highly flammable

1.1.12. the Plan

means the plan reference HBO 1

References-

- 1.2. "the Landlord" includes the person for the time being entitled to the reversion immediately expectant on the Term
- 1.3. "the Tenant" includes the Tenant's successors in title
- 1.4. "service media" means ducts flues gutters pipes drains channels sewers cables conduits wires watercourses gutters culverts soakaways and other media and installations for conducting water soil electricity telephone and other electrical impulses air smoke and fumes and other things of a like nature
- 1.5. the Demised Premises includes each and every part of the Demised Premises and all additions thereto
- 1.6. the expression "these presents" shall include this Lease and any document which is supplemental hereto or which is expressed to be collateral herewith or which is entered into pursuant to or in accordance with the terms hereof
- 1.7. the neuter includes the masculine and the feminine the singular includes the plural person includes corporation and vice versa respectively month means calendar month and the Term shall for all purposes be computed as commencing on the Commencement Date and ending on its expiration (or the

expiration of any statutory or common law extension thereof) or earlier determination

- 1.8. where the Landlord has the right or obligation to serve a notice or demand or to enter the Demised Premises for any purpose such right may be exercised by a surveyor or agent authorised to act on the Landlord's behalf and (in the case of entry) if appropriate with workmen materials and equipment but subject to the person exercising this right causing as little damage and interference as possible and making good any damage caused
- 1.9. Reference to any Act of Parliament includes any Act replaced by it and any Act replacing or amending it and any order regulation instrument direction scheme plan or permission made under it or deriving validity from it
- 1.10. Each covenant by the Tenant not to do any act or thing shall be deemed to include a covenant not to permit or suffer that act or thing to be done
- 1.11. the headings shall not affect the interpretation of this Lease

2 The Demise

THE Landlord with full title guarantee HEREBY DEMISES unto the Tenant ALL THAT the Demised Premises TO HOLD unto the Tenant for the Term PAYING THEREFORE the Rent and the rent shall in all cases be paid without any deduction annually in advance on each anniversary of the date of this Lease term by standing order if required by the Landlord without any deduction and without the Tenant claiming any right of set off the first payment to be apportioned in respect of the period from the date hereof to the next quarter day to be made on the signing hereof

3 Tenant's Covenants

THE Tenant COVENANTS with the Landlord throughout the Term as follows:

To pay Rent and outgoings

- 3.1. To pay the reserved rents on the days and in the manner aforesaid
- 3.2.
 - 3.2.1. To pay and discharge all existing and future rates taxes (including Value Added Tax) duties assessments impositions charges and outgoings whatsoever (whether imposed by Statute or otherwise whether of a national or local character) charged or imposed upon the Demised Premises as a result of the Authorised Use or on the owner lessor or occupier in respect thereof PROVIDED that if any such rates charges or other outgoings as aforesaid are or at any time during the Term shall be charged assessed or imposed in respect of the Demised Premises in common with other premises and not separately the Tenant will pay to the Landlord on demand half yearly in advance a due proportion thereof (to be reasonably determined in the absence of agreement between the parties by a surveyor appointed by the Landlord)
 - 3.2.2. To pay to the suppliers, and indemnify the Landlord against, all charges for electricity, telecommunications and other services

consumed or used at or in relation to the Premises, including meter rents and standing charges, and must comply with the lawful requirements and regulations of the respective suppliers

3.3. To repair and redecorate

To keep in good and substantial repair all parts of the Demised Premises and all buildings fixtures fittings equipment and apparatus belonging thereto and without prejudice to the generality of the foregoing specifically;

- 3.3.1. To keep the Demised Premises clean and free from any rubbish or refuse and not to store stack or lay out thereon any petroleum or other inflammable explosive or combustible material or any Dangerous Substance except as required for the maintenance of the Demised Premises
- 3.3.2. To repair and maintain all pipes, sewers, drains, mains, ducts, conduits, gutters, watercourses, wires, cables, channels, flues and all other conducting media
- 3.3.3. To use its reasonable endeavours to keep the Demised Premises free from disease pest and vermin
- 3.3.4. Not to bring anything onto the Demised Premises that is or might become untidy, unclean, unsightly or in any way detrimental to the Demised Premises or the adjoining property of the Landlord in the reasonable opinion of the landlord
- 3.3.5. To maintain the sports pitches in a good state of repair
- 3.3.6. To maintain existing hedgerows in accordance with all statutory requirements
- 3.3.7. To maintain all gates fences trees shrubs ditches and drains and not to interfere with the ancient monument on the Demised Premises save as required by law
- 3.3.8. Not to fell remove or prune any trees or shrubs without the consent of the Landlord (not to be unreasonably withheld or delayed)

3.4. Access of Landlord

- 3.4.1. To permit the Landlord and all persons authorised by the Landlord at all reasonable times on reasonable prior notice (or at any time without notice in cases of emergency) to enter the Demised Premises
 - 3.4.1.1. to inspect the state and condition thereof and to give to the Tenant a written notice ("the notice") specifying any works necessary to comply with the Tenant's obligations under this Lease and requiring the Tenant to carry out such works within a reasonable time
 - 3.4.1.2. to carry out any work to the adjoining premises owned by the Landlord that cannot reasonably be carried out without access to the Demised Premises

3.4.1.3. to exercise any right reserved to the Landlord in these presents

3.4.1.4. for any purpose connected with the renewal of these presents

3.4.2. The Landlord may enter the Demised Premises and execute or complete the works set out in the notice and the proper cost thereof shall be paid by the Tenant to the Landlord on demand and be recoverable as rent in arrear if the Tenant shall not within two months after the service of any such notice commence and thereafter diligently proceed with the works mentioned in the notice and complete the same to the satisfaction of the Landlord within the time stipulated in the notice (if so stipulated)

3.5. Environmental Protection

3.5.1. To make arrangements for the disposal of waste materials and not to discharge into the service media serving the Demised Premises any Dangerous Substance

3.5.2. To ensure that there is no release from the Demised Premises into any environmental medium of any Dangerous Substance and in the event of any such release promptly to report the same to any proper regulatory authority and the Landlord and to carry out such clean up and preventative measures as may be reasonably required by any regulatory authority or the Landlord

3.5.3. At all times to comply with all Environmental Laws relating to or affecting the Demised Premises or the Authorised Use of it

3.5.4. To indemnify the Landlord from and against all costs (including remediation preventative and third liability costs) arising under any Environmental Laws or any breach thereof by the Tenant their employees or anyone at the Demised Premises with their authority

3.6. Alterations

Not without the Landlord's consent such consent not to be unreasonably withheld or delayed to build upon alter or add to the Demised Premises or the layout or appearance it being acknowledged by the Landlord that the intention is to carry out development of the Demised Premises in accordance with the Authorised Use

3.7. Statutory Requirements and Health and Safety

3.7.1. To comply with every statute and notice or order from a Government department or local public regulatory or other authority or court that relates to the Demised Premises or the Authorised Use of the Demised Premises or any substance or article on the Demised Premises

3.7.2. At the Tenant's own expense to comply at all times with Health and Safety Law and all its requirements relating to the use or occupation of the Demised Premises

- 3.7.3. To provide to the Landlord upon written request a copy of the Tenant's current Health and Safety policy statement and full details of any events or accidents reportable under Health and Safety Law together with copies of any notices or any associated correspondence served or sent by any regulatory body on or to the Tenant or other occupier of the Demised Premises under Health and Safety Law
- 3.7.4. Within twenty eight days of receipt to give a copy to the Landlord of every permission notice or order or proposal for a notice or order relating to the Demised Premises received by the Tenant from any government department or local or public authority under any statutory powers and without delay to take all necessary steps to comply with such notice or order or (if required by the Landlord) to make or join with the Landlord in making such objections or representations against such notice order or proposal as the Landlord may require

3.8. User

- 3.8.1. Not to do or bring anything in or upon the Demised Premises which may in the reasonable opinion of the Landlord be or become a nuisance or damage to the Landlord or to the owners or occupiers of any adjoining or neighbouring property nor to use the Demised Premises for any illegal or immoral purpose

save that the proper exercise of the rights demised by these presents shall not constitute a breach of this covenant
- 3.8.2. Not to hold any sale by auction or "car boot sale" whatsoever on the Demised Premises
- 3.8.3. Not to permit or suffer any caravans on the Demised Premises
- 3.8.4. Not to install any floodlights on the Demised Premises except with the prior written consent of the Landlord as to the position and intensity of any such floodlighting (such consent not to be unreasonably withheld)
- 3.8.5. Not to burn any rubbish whatsoever on the Demised Premises except in such position and at such time as may from time to time be previously agreed with the Landlord or their surveyor
- 3.8.6. To give notice immediately to the Landlord of any defect in the Demised Premises which might give rise to a liability or duty on the Landlord
- 3.8.7. To display all notices which the Landlord may reasonably require in respect of any defect in the Demised Premises or any adjoining premises
- 3.8.8. To take all reasonable steps to prevent any encroachment being made over the Demised Premises and to give notice to the Landlord immediately if any is attempted

- 3.8.9. To comply with the conditions of all grants obtained by the Tenant in connection with the Authorised Use and in the event of this lease ending for whatever reason to take full responsibility for the repayment of any grants

3.9. Insurance

- 3.9.1. To insure and to keep any buildings on the Demised Premises insured in the full reinstatement cost against loss or damage by fire explosion aircraft storm tempest collision theft lightning earthquake riot flood escape and all water damage heave landslip and such other risks as are normally covered by a comprehensive policy and such other normal risks as the Landlord may require and to lay out all monies received as a consequence of any such loss or damage in reinstating the Demised Premises paying for any shortfall out of the Tenant's own funds
- 3.9.2. to give the Landlord on demand particulars of the policy and evidence from the insurers that it is in force
- 3.9.3. Not to do or bring anything in or upon the Demised Premises or otherwise which may render void or voidable any policy of insurance
- 3.9.4. To take all reasonable precautions against the outbreak of fire in the Demised Premises
- 3.9.5. In the event of any damage to or destruction of the Demised Premises to give immediate notice thereof to the Landlord

3.10. Assignment and Subletting

Not to assign sublet or charge this Lease as to the whole or part or part with possession of or share the occupation of the whole of the Demised Premises or any part thereof save that the Tenant may assign or sublet the whole or part of the lease to HBO Village Green Co without the need for any consent, or to any other organisation approved by the Landlord such approval not to be unreasonably withheld or delayed, Provided That prior to any permitted assignment or sublease

- 3.10.1. The Tenant must procure that the Assignee or Sublessee enters into a direct covenant with the Landlord to perform and observe all of the tenant's covenants contained in this lease; and
- 3.10.2. The Tenant must give written notice to the Landlord of the proposed assignee

And within 20 days of any such assignment the tenant will produce a certified copy of any assignment to the Landlord's solicitors together with a registration fee of £30 plus Value added Tax and Provided Further that nothing in this Lease shall prevent the Tenant from permitting sports clubs occupying the Demised Premises or part of the Demised Premises in common with the Tenant and all others so entitled for the Authorised Use

Yielding up

- 3.11. To permit the Landlord at all reasonable times of the day upon reasonable prior notice to enter the Demised Premises to take schedules and inventories of the fixtures and things to be yielded up at the end of the Term and also for the purpose of measuring or valuing the Demised Premises
- 3.12. To yield up the Demised Premises at the end of the Term with all additions and improvements from time to time made thereto and all fixtures from time to time affixed therein or thereupon in such condition as shall be in accordance with the covenants hereinbefore contained and in accordance with the covenants or conditions contained in or imposed by any licence or consent granted by the Landlord hereunder

Works to adjoining premises

- 3.13. To permit the Landlord at any time during the Term to execute works make erections or rebuild alter or develop any land or building of the Landlord adjoining or near to the Demised Premises and to use the same in each case as the Landlord may think fit notwithstanding any interference with or diminution of the passage of light or air to the Demised Premises

3.14. **Indemnity**

To take out a suitable Public Liability insurance policy and to insure against the usual third party risks to an amount to be agreed with the Landlord and to keep the Landlord fully and effectively indemnified from and against all liabilities costs claims proceedings actions and expenses arising through the use or occupation of the Demised Premises or any act or default whatsoever of the Tenant or its agents or employees or members of the public and whether in respect of any injury to or the death of any person or damage to any property movable or immovable or the infringement disturbance or destruction of any right or easement or otherwise except only insofar as the same may be due to any act of the Landlord

3.15. **Costs**

To pay all proper and reasonable costs charges and expenses (including legal costs surveyors' fees and other professional charges) which may be incurred by the Landlord or their agents after completion of the development of the Demised Premises and excluding any permitted works

3.15.1. in any application made at the request of the Tenant to any planning or other competent authority or any application by the Tenant to the Landlord for any consent pursuant to the covenants in this Lease contained (whether consent or approval is granted or refused and even if the application is withdrawn)

3.15.2. for the purpose of or incidental to or in reasonable contemplation of the preparation service and enforcement of any notice under ss146 and 147 Law of Property Act 1925 or under the Leasehold Property (Repairs) Act 1938 (as amended by the Landlord and Tenant Act 1954) or any other notice schedule or demand (whether of a like nature or not) which the Landlord may reasonably require to be given under the provisions of this Lease notwithstanding that forfeiture (if applicable) is avoided otherwise than by relief granted by the Court and to keep the Landlord fully and effectually indemnified against all

costs proceedings expenses claims and demands whatsoever in respect of the said applications consents notices and proceedings

Where the sum payable by the Tenant hereunder is liable to Value Added Tax to pay such tax and to indemnify the Landlord in respect thereof

4 Landlord's Covenants

THE Landlord HEREBY COVENANTS that the Tenant paying the rents hereby reserved and observing and performing the several covenants and stipulations on the Tenant's part herein contained shall peaceably hold and enjoy the Demised Premises during the Term without any interruption (except as herein provided) by the Landlord or any person rightfully claiming under or in trust for them

5 Provisos

PROVIDED ALWAYS and IT IS HEREBY AGREED AND DECLARED as follows:-

5.1. Re-entry

Without prejudice to any other remedy or power of the Landlord if the rents hereby reserved or any part thereof shall at any time be unpaid for 14 days after becoming payable (whether lawfully demanded or not) or if the covenants on the Tenant's part herein contained shall not be performed or observed or if the Tenant shall become bankrupt or 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 or make any assignment for the benefit of creditors for the liquidation of debts by composition or otherwise or suffer any distress or process of execution to be levied upon its goods then and in any of the said cases it shall be lawful for the Landlord at any time thereafter to re-enter upon the Demised Premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to any right of action of the Landlord in respect of any antecedent breach of the Tenant's covenants herein contained

5.2. Interest on Late Payments

If the Tenant shall fail to pay the rent on any sum that is or may become payable to the Landlord under this Lease within seven days of the date the same falls due (whether or not demanded in the case of rent) such sum shall be payable together with interest thereon (as well after as before any judgement) at the rate of four per centum per annum above base rate at Barclays Bank plc for the time being in force on a day to day basis from the day after the day such sum falls due until actual payment and every such sum with interest as aforesaid shall be recoverable as rent in arrear provided that this sub-clause shall take effect without prejudice to any right of re-entry or other right arising out of or exercisable due to such default by the Tenant as aforesaid

5.3. Avoidance of Waiver

5.3.1. Notwithstanding that rent or any other sum due under this Lease shall be accepted or demanded by the Landlord or the Landlord's agent with

knowledge of a breach of any of the covenants on the part of the Tenant herein contained the Landlord shall in no such event be taken to have waived any right to re-enter the Demised Premises and forfeit this Lease or otherwise enforce any breach of any covenant in this Lease and the Tenant shall not in any proceedings by the Landlord for forfeiture or other remedy or in any proceedings by the Tenant for relief from forfeiture or for any other relief whatever be entitled to rely upon any such acceptance or demand as aforesaid as a defence to such Landlord's proceedings or as grounds for making or in furtherance or support of such Tenant's proceedings (as the case may be)

PROVIDED THAT this provision shall have effect in relating only to an acceptance of or demand for rent made during such period (if any) as may in all the circumstances be reasonable for enabling the Landlord to conduct any negotiations with the Tenant for remedying the breach which negotiations shall have been commenced by either party upon the Landlord becoming aware of the said breach

- 5.3.2. That each of the Tenant's covenants herein contained shall remain in full force both at law and in equity notwithstanding that the Landlord shall have waived or released the same whether temporarily or permanently whether revocably or irrevocably and whether in favour of the Tenant in respect of the Demised Premises or in respect of similar covenants (if any) affecting any adjoining or neighbouring premises for the time being belonging to the Landlord

5.4. Notices

- 5.4.1. Any notice under this Lease shall be in writing
- 5.4.2. Any notice to the Tenant shall be sufficiently served if served in any of the following manners:-
- 5.4.2.1. addressed to the current Council Clerk of Hatfield Broad Oak Parish Council and left at the Council offices
- 5.4.2.2. addressed to the Tenant and sent to the Tenant by post
- 5.4.3. Any notice to the Landlord shall be sufficiently served if addressed to the Landlord and sent by post to their agents
- 5.4.4. Any notice to a part that comprises two or more persons shall be sufficiently served on all such persons if addressed to all of them and served on any one of them
- 5.4.5. In addition to the methods of service aforesaid the regulations contained in s196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 shall apply and the provisions thereof and of this clause shall apply equally to any notice in respect of the Demised Premises served under the Landlord and Tenant Act 1954 as to any notice served under the Law of Property Act 1925 or the Leasehold Property (Repairs) Act 1938 or under the express provisions of this Lease

5.5. Rights and Easements

The Tenant will not acquire or become entitled to any easement over any adjoining premises and any easement exercised over adjoining premises owned by the Landlord will be regarded as being exercised by virtue of a determinable licence from the Landlord

5.6 Break clause for the Tenant

5.6.1 In this clause, the following definitions apply:

5.6.1.1 Break Notice: six months written notice to terminate this lease

5.6.1.2 Permitted Part: means any part of the Demised Premises which abuts the Landlord's adjoining land on the Western or Northern boundaries of the Demised Premises

5.6.2 The Tenant may terminate this lease by serving a Break Notice on the Landlord. The expiry of the Break Notice will be the Break Date

5.6.3 The Tenant may terminate this lease as to a Permitted Part in the event that the Tenant is unable to use the Permitted Part for the Authorised Use by serving a Break Notice on the Landlord with a plan showing the Permitted Part annexed to the Break Notice

5.6.4 A Break Notice served by the Tenant pursuant to clause 5.6.2 or clause 5.6.3 shall be of no effect if, at the Break Date:

5.6.4.1 vacant possession of the whole of the Property or in the case of notice served pursuant to clause 5.6.3 of the Permitted Part is not given; or

5.6.4.2 there is a subsisting material breach of any of the tenant covenants of this lease relating to the state of repair and condition of the Property.

5.6.4 Subject to clause 5.6.4, following service of a Break Notice this Lease shall terminate on the Break Date as to the whole in the case of a notice served pursuant to clause 5.6.2 and as to the Permitted Part in the case of a notice served pursuant to clause 5.6.3

5.6.5 In the event this Lease is terminated as to a Permitted Part it shall remain in full force and effect in relation to the remainder of the Demised Premises

5.7 Break Clause for the Landlord

If at any time the Landlord obtains planning consent to develop the strip of land forming part of the Demised Premises which adjoins Dunmow Road coloured blue on the Plan or any part of it whether in conjunction with other land or not the Landlord may serve at least six months notice on the Tenant with a plan showing the extent of the part of the strip of land for which he has consent and on the expiry of such notice this Lease shall absolutely cease and determine in relation to that part of the land edged blue on the Plan for which consent has been obtained.

Signed as a Deed by **WILLIAM RUPERT GOSLING**
In the presence of:-

William Gosling

Witness ✓

Name ✓

Address ✓

Occupation ✓

Mrs L. Barnett
SOUTH EAST FARM
MILBURN

NEWCASTLE NE20 0ED

Farmer.