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Geoffrey Parker & Chamberlain
0 Victoria Cross Gallery
Market Place,
Wantage, Oxon.

DATED 5th May 1983

Hugh Chamberlain

5th May 1983

STANFORD-IN-THE-VALE
PARISH COUNCIL

-and-

STANFORD-IN-THE-VALE
VILLAGE HALL MANAGEMENT
COMMITTEE

BUILDING AGREEMENT
AND LEASE

Herbert & Gowers,
7 & 8 King Edward Street,
OXFORD, OX1 4HP.

13 Sheep Street,
BICESTER, Oxon.

WP REF: Stanlse
DISK 7: BOX 8

28
COMMISSION
CHARITY
3 MAY 1983
RECEIVED

THIS LEASE is made the 6th day of May
One thousand nine hundred and eighty three BETWEEN
STANFORD-IN-THE-VALE PARISH COUNCIL (hereinafter called "the
Landlord" which expression shall where the context so admits
include the person for the time being entitled to the
reversion immediately expectant on the determination of the
term hereby created) of the one part and LESLIE HERBERT
SMITH and MRS. RUTH ANN SMITH both of 61 Van Diemens
Stanford-in-the-Vale ^{JILL} ~~SHIRAZ~~ MOORBY of 53 High Street
Stanford-in-the-Vale and JOHN CROOK of Crayle House
Stanford-in-the-Vale (all of whom are some of the Trustees
of STANFORD-IN-THE-VALE VILLAGE HALL MANAGEMENT COMMITTEE
and are hereinafter called "the Trustees" which expression
shall where the context so admits include the persons for
the time being entitled to the term hereby granted) of the
other part

NOW THIS DEED WITNESSES as follows:-

1. In consideration of the expense to be incurred by the Trustees in the erection of the village hall as hereinafter mentioned and of the rent and covenants hereinafter contained the Landlord hereby demises unto the Trustees ALL THAT piece of land situate on the South side of Joyce's Road Stanford-in-the-Vale being part of the land known as the Glebe Land registered at H.M. Land Registry under title number ON 38096 and which is for the purposes of identification only shown on the plan attached hereto and thereon edged red and also ALL THAT further piece of land coloured green on the said plan (insofar as the Landlord is able so to do) the land edged red and the land coloured green and any buildings erected thereon being hereinafter referred to as "the demised premises" TOGETHER WITH so far as the Landlord can grant the same the right for servants

and licensees of the Trustees to pass and repass over and along access ways serving the land for all purposes connected with first the erection of the said village hall and thereafter for all purposes connected with the use and enjoyment thereof Except and reserving for the benefit of the Landlord's retained land the right of passage and of running of water and soil from the said retained land and the buildings now or hereafter to be erected thereon through the sewers drains pipes and channels upon or under the demised premises or any of them for the purpose of exercising the said right of passage and of running of water and soil TO HOLD the same unto the Trustees from the

25th day of December 1916 for the term of twenty five years paying therefor the annual rent of one peppercorn (if demanded) and also paying unto the Landlord on demand by way of additional rent a sum equal to all such sums as the Landlord may from time to time pay for incurring and keeping insured any buildings or erections upon the land hereby demised against loss or damage by fire in case the Trustees shall make default in incurring and keeping insured the demised premises pursuant to the covenant in that behalf hereinafter contained

2. PROVIDED always that the Trustees shall not be entitled to any right of access of light or air to any buildings erected on the demised land which would restrict or interfere with the user of any adjoining or neighbouring land for building or any other purpose and further that no estate or interest in the soil of the road or roads or footpaths adjacent to the demised premises shall be included in the demise hereinbefore contained

3. THE Trustees hereby jointly and severally covenant with the Landlord as follows:

- (1) To pay the said reserved rents as and when demanded and in the manner aforesaid
- (2) To pay all existing and future rates taxes assessments and outgoings (whether parliamentary local or otherwise) now or hereafter imposed or charged upon the demised premises or any part thereof or on the Landlord or Trustees in respect thereof respectively
- (3) Forthwith and at its own expense to erect on any free boundary of the site shown in the approved plans a post and rail fence of such height and in such manner in all respects as shall be previously approved in writing by and to the satisfaction of the Landlord's Surveyor
- (4) Forthwith to erect upon the said land edged red (hereinafter called "the red land") a village hall with offices and outbuildings sewers and drains and boundary walls and fences in accordance with the plans elevations sections and specifications which have been approved by the Landlord's Surveyor and to the satisfaction of such Surveyor and in accordance with the conditions of the planning consent obtained therefor and to complete the same fit for the uses as hereinafter provided for before the expiration of two years from the date hereof (or if delay shall be caused by accident or other unavoidable cause before such later day as such Surveyor shall appoint)
- (5) In executing such works as aforesaid to conform to the provisions of any statute or order applicable thereto and to the byelaws and regulations of the local authority having authority in that behalf in the district where the demised premises are situate and to the conditions whereon planning approval has been obtained in respect of such works and to pay and keep the Landlord indemnified against all claims for the fees charges fines penalties and other payments

whatsoever which may become payable to or be demanded by the said authority or by any statutory undertaker or by the Crown or any emanation of the Crown in relation thereto

(6) Not to sell or dispose of any earth clay gravel or sand from the land hereby demised or permit the same to be removed make any excavation except so far as the same may be necessary for the execution of the said works provided that the Trustees may use for the purpose of the said works any of the before-mentioned substances which it may be necessary to excavate

(7) To permit the Landlord's Surveyor and all persons by his authority upon giving two days notice to the Trustees to enter upon the demised premises at least once in every month to view the state and progress of the village hall to inspect and test the materials and workmanship and for any other reasonable purpose (including but not limited to the laying construction repairing or cleansing of any sewer drain electricity or Post Office cable and gas or water main from any adjoining land of the Landlord or public highways)

(8) To repair and keep in tenantable repair the said village hall to be erected on the red land and all additions thereto and all other buildings at any time erected or standing thereon and all sewers and drains

(9) To paint with two coats of good oil paint (or paint of suitable quality) in a workmanlike manner all the wood iron and other parts of the said village hall to be erected and of all other buildings and erections for the time being upon the red land heretofore usually painted as to the external work in every third year and as to the internal work in every seventh year and the time in each case being computed from the date hereof (and in each case the painting to be done in the last year of the term hereby created as well)

and after every such painting to grain varnish distemper wash stop whitewash and colour all such parts as have previously been or are usually so dealt with and to repaper the parts usually papered in like manner all the inside of the said village hall and of all other buildings and erections for the time being upon the red land

(10) To permit the Landlord's duly authorised Surveyors or agents with or without workmen and others upon giving one week's previous notice in writing twice or oftener in every year during the said term at reasonable times to enter upon the demised premises to examine the state and condition of the same and thereupon the Landlord may serve upon the Trustees notice in writing specifying any repairs necessary to be done and require the Trustees forthwith to execute the same and if the Trustees shall not within 28 days after the service of such notice proceed diligently with the execution of such repairs then to permit the Landlord to enter upon the demised premises and execute such repairs and the cost thereof shall be a debt due from the Trustees to the Landlord and be forthwith recoverable by action

(11) Not to build or permit or suffer to be built or erected any building (save as hereinbefore provided) in the demised premises or to make any additions or alterations to any buildings on the red land except in accordance with plans elevations sections and specifications previously approved by the Landlord's Surveyor for the time being and to obtain any necessary planning consents and permissions and all other requisite permissions from the local or other authorities before commencing such alterations

(12) Upon the receipt of any notice order direction or other thing from any competent authority affecting or likely to affect the demised premises whether the same shall be

served directly on the Trustees or the original or a copy thereof be received from any other person whatsoever the Trustees will so far as such notice order direction or other thing or the Act regulations or other instrument under or by virtue of which it is issued or the provisions hereof require them so to do comply therewith at their own expense and will forthwith deliver to the Landlord a copy of such notice order direction or other thing

(13) So soon as the said village hall shall be covered in forthwith to insure the same and to keep the same and all other buildings or erections which during the said term may be upon the red land insured in the joint names of the Landlord and Trustees from loss or damage by fire flood and other risks and special perils normally insured under a comprehensive policy in some insurance office to be approved by the Landlord in a sum equal to the full value thereof (such value to be determined by the Landlord's Surveyor for the time being) together with architect's and surveyor's fees and to make all payments necessary for the above purposes within seven days after the same shall respectively become payable and to produce to the Landlord or his agent on demand the several policies of such insurance and the receipt for every such payment

(14) As often as the said village hall or other buildings or erections on the red land shall be destroyed or damaged as aforesaid forthwith to rebuild and reinstate the same under the direction and to the satisfaction of the Surveyor for the time being of the Landlord it being hereby agreed that all monies to be received by virtue of any such insurance as aforesaid (save monies received in respect of loss of rent) shall be applied so far as the same shall extend in so rebuilding and reinstating the said village

hall or other buildings or erections in accordance with the then existing statutory provisions byelaws and regulations affecting the same and in accordance with any planning approval which may be necessary) which shall be the Trustees' obligation to obtain) and in case the said monies shall be insufficient for that purpose then to make up the deficiency out of its own monies PROVIDED that if the rebuilding or reinstatement of the buildings or any part thereof shall be frustrated all such insurance monies relating to the buildings or part in respect of which frustration occurs shall be apportioned equally between the Landlord and the Trustees

(15) The demised premises shall not be used otherwise than for all purposes for which a village hall is customarily used including meetings of all kinds lectures adult classes indoor sports and leisure activities bingo and other lotteries film shows jumble sales bazaars dances with or without a licensed bar wedding and other receptions with or without a licensed bar but that subject thereto neither the said land nor any part thereof nor any existing or future building thereon or on any part thereof shall at any time hereafter be used as or for a place of amusement hotel tavern inn or public house nor shall any spirituous or fermented liquors at any time be sold in or upon the said land or any part thereof and that no act deed matter or thing shall at any time be done suffered or permitted in or upon the said land or any part thereof which may be or become a nuisance annoyance or disturbance to the adjoining or neighbouring property or which may tend to depreciate or lessen the value of the adjoining and neighbouring property.

(16) Not to do or permit or suffer to be done upon the said demised premises or any part thereof anything which may be

or become a nuisance annoyance or cause damage or inconvenience to the Landlord or the lessees or tenants of the Landlord or the occupiers of any adjoining or neighbouring houses and particularly that no act deed matter or thing shall at any time be done suffered or permitted in or upon the demised premises or any part thereof which may be or become a nuisance annoyance or disturbance to the Minister for the time being conducting or the congregation attending divine service in the Parish Church of St. Denys Stanford-in-the-Vale or the Churchyard surrounding the same

(17) Not to assign underlet part with or share the possession of the demised premises or any part thereof

(18) To pay all expenses (including Solicitors costs and Surveyor's fees) incurred by the Landlord incidental to the preparation and service of a notice under Section 146 of the Law of Property Act 1925 notwithstanding forfeiture is avoided otherwise than by relief granted by the Court

(19) At the determination of the said term to yield up to the Landlord the land hereby demised together with the said village hall and other buildings and erections and all fittings and fixtures therein in tenantable repair in accordance with the Trustees' covenant herein contained

4. If any of the covenants on the Trustees' part herein contained shall not be performed or observed the Landlord may at any time thereafter re-enter upon the demised premises or any part thereof and thereupon this demise shall absolutely determine but without prejudice to the right of action of the Landlord in respect of any arrears of rent or any breach of covenant

5. The Landlord hereby covenants with the Trustees as follows:

(1) To maintain the post and rail fence erected by the

Trustees in compliance with Clause 3(3) hereof in good order and condition

(2) That the Trustees paying the rent hereinbefore reserved and performing and observing the covenants conditions and agreements on the part of the Trustees hereinbefore contained, shall peaceably hold and enjoy the demised premises for the term hereby granted without any interruption by the Landlord or any person claiming through under or in trust for him

6. It is hereby agreed as follows:-

(1) The Trustees are the trustees for the Charity known as the Stanford-in-the-Vale Village Hall in the Parish of Stanford-in-the-Vale in the County of Oxford regulated by a Declaration of Trust dated 1st December 1971 and a Scheme approved and established by the Charity Commission on 14th April 1978 and hold the premises hereby demised as part of the property of the said Charity

(2) The Committee of Management of the said Charity are the Charity Trustees thereof

(3) It is intended that the premises hereby demised shall be vested in the Official Custodian for Charities so however that no personal liability shall be imposed upon him

7. IT IS HEREBY AGREED AND DECLARED that if:-

(i) the Trustees have duly and punctually observed and performed the obligations and undertakings on their part herein contained

(ii) at least three months prior to the expiry of the term hereby granted the Trustees give notice in writing to the Landlord in accordance with Clause 7 hereof requesting the grant of a further tenancy in accordance with this clause then the Landlord shall grant to the Trustees a further Lease of the demised premises for a further twenty-five

years commencing on the day after expiration of the term hereby granted on the same terms as are herein contained save for this Clause

8. All notices consents or approvals to be given hereunder shall be in writing and shall be sufficiently given to any party if sent by registered post or recorded delivery in the case of the Trustees to the said Village Hall and in the case of the Landlord to the home of the Clerk of the Parish Council whose address and any change thereof shall be notified to the Trustees immediately

IN WITNESS WHEREOF the parties by the hands of their duly authorised signatories set their seals the day and year

first above written

SIGNED SEALED AND DELIVERED)
on behalf of the STANFORD-)
IN-THE-VALE PARISH COUNCIL)
by the hand of its duly)
authorised signatories in)
the presence of :-)

Mr G. W. ...

B. H. ...

J. Ruoni.

*71 Van Diemens, Stanford in the Vale
Oxon.*

*Schoolmaster. (member of Parish
Council).*

THE VALL PARISH

JOYCE'S ROAD

Park Fl

f
w
↓

HUNTERS FIELD

MANOR CRESCENT

Manor Green

Pitch

