

DATED

24<sup>th</sup> March

2011

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**STREATLEY PARISH COUNCIL**

**- and -**

**ROBERT KAPP and LISA ASHFORD**

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*Counterpart* **LEASE**

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**of**

**Land to the South of High Street**

**Streatley**

**Berkshire**

Field Seymour Parkes  
1 London Street  
Reading  
Berkshire  
RG1 4QW  
(3/MF/48314/001)

**PRESCRIBED CLAUSES**

**LR1. Date of lease**

24<sup>th</sup> March

2011

**LR2. Title number(s)**

**LR2.1 Landlord's title number(s)**

BK1107

**LR2.2 Other title numbers**

None

**LR3. Parties to this lease**

**Landlord**

STREATLEY PARISH COUNCIL

1 London Street Reading RG1 4QW

**Tenant**

ROBERT KAPP and LISA ASHFORD

Yarnton House High Street Streatley Berkshire RG8 9HY

**Other parties**

None

**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.**

See the definition of "Property" in clause 1.1 of and Schedule 1 to this lease.

**LR5. Prescribed statements etc.**

None.

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

The term as specified in this lease at clause 1.1 in the definition of "Term".

**LR7. Premium**

**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**

None.

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

See Clause 3

**LR12. Estate rentcharge burdening the Property**

None.

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

The parties to this lease apply to enter the following standard form of restriction against the title of the Property:

"No disposition of the registered estate by the proprietor of the registered estate other than a charge is to be registered without a written consent signed by Streatley Parish Council or its conveyancer or without a certificate signed by the applicant for registration or his conveyancer that the provisions of clause 9.3 of the Lease dated [ ] apply."

*Schedule 2 of*

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

The Tenant is more than one person. They are to hold the Property on trust for themselves as joint tenants.

**THIS LEASE** is made the

24<sup>th</sup> day of March

2011

**BETWEEN:-**

- (1) STREATLEY PARISH COUNCIL of 1 London Street Reading RG1 4QW ("Landlord").
- (2) ROBERT KAPP and LISA ASHFORD of Yarnton House High Street Streatley Berkshire RG8 9HY ("Tenant").

**WHEREBY IT IS AGREED** as follows:-

**1. Interpretation**

1.1 The definitions and rules of interpretation in this clause apply to this lease.

"Base Rate"	Means the higher of 5% and the base rate from time to time of Barclays Bank PLC.
"Default Interest Rate"	Means 4% above the Base Rate or, if that base rate is no longer used or published, a comparable commercial rate reasonably determined by the Landlord.
"House"	The residential dwelling house shown edged blue on the Plan
"Plan"	Means the plan attached to this lease.
"Premium"	Means:
"Property"	Means the land described in Schedule 1.
"Rent"	Means a peppercorn per annum (if demanded).
"Reservations"	Means all of the rights excepted, reserved and granted to the Landlord by this lease.
"Term"	Means a term of 999 years beginning on and including 29 September 2010 and ending on, and including 28 September 3009.
"Third Party Rights"	Means all rights, covenants and restrictions affecting the Property including the matters referred to at the date of this lease in the property register and of the charges register of title number BK1107.
"VAT"	Means value added tax chargeable under the Value Added Tax Act 1994 or any similar replacement or additional tax.



- 1.2 A reference to this "lease", except a reference to the date of this lease or to the grant of this lease, is a reference to this deed and any deed, licence, consent, or other instrument supplemental to it.
- 1.3 A reference to the "Landlord" includes a reference to the person entitled to the immediate reversion to this lease. A reference to the "Tenant" includes a reference to the Tenant's personal representatives, successors in title and assigns.
- 1.4 Any obligation in this lease on the Tenant not to do something includes an obligation not to permit or allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.5 The expression "landlord covenant" and "tenant covenant" each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
- 1.6 Unless the context otherwise requires, references to the "Property" are to the whole and any part of it.
- 1.7 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.8 A "person" includes a corporate or unincorporated body (whether or not having separate legal personality).
- 1.9 A reference to "writing" or "written" excludes faxes or e-mail.
- 1.10 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- 1.11 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.12 A reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.13 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.14 A reference to the **end of the term** is to the end of the term however it ends.
- 1.15 The Schedules form part of this lease and shall have effect as if set out in full in the body of this lease. Any reference to this lease includes the Schedules.
- 1.16 Clause, Schedule and paragraph headings shall not affect the interpretation of this lease.
- 1.17 References to clauses and Schedules are to the clauses of and Schedules to this lease and references to paragraphs are to paragraphs of the relevant Schedule.

## **2. Grant**

- 2.1 The Landlord lets the Property with full title guarantee to the Tenant for the Term subject to the Reservations set out in Clause 3.

2.2 The grant is made in consideration of the Tenant paying to the Landlord the Premium (receipt of which the Landlord acknowledges) and covenanting to the pay the Landlord the following sums as rent:

2.2.1 the Rent;

2.2.2 all interest payable under this lease; and

2.2.3 all other sums due under this lease.

### 3. The Reservations

3.1 The following rights are excepted and reserved from this lease to the Landlord for the benefit of the remainder of the land in title number BK1107 not demised by this lease and to the extent possible for the benefit of any neighbouring or adjoining property in which the Landlord acquires an interest during the Term:

3.1.1 a right of way on foot only over the land hatched blue on the Plan at all times and for all purposes.

3.2 The Landlord reserves the right to enter the Property, having given reasonable prior notice to the Tenant (except in the case of an emergency), with its workers, contractors, agents or professional advisers:

3.2.1 to repair, maintain or replace any structure used in connection with other property;

3.2.2 to inspect the condition and state of the Property following which the Landlord may give the Tenant a notice of any breach of any of the Tenant covenants in this lease relating to the condition or state of the Property;

3.2.3 to carry out any works needed to remedy the breach set out in any notice served under clause 3.2.2 if the works have not been carried out by the Tenant to the reasonable satisfaction of the Landlord within the time period specified in the notice; and

3.2.4 for any other purpose mentioned in or connected with:

3.2.4.1 this lease; and

3.2.4.2 the Landlord's interest in the Property and the Landlord's neighbouring property.

3.3 The reservations may be exercised by the Landlord and by anyone else who is or becomes entitled to exercise them, and by anyone authorised by the Landlord.

3.4 No party exercising any of the reservations, nor its workers, contractors, agents and professional advisors, shall be liable to the Tenant or to any undertenant or other occupier of or person at the Property for any loss, damage, injury, nuisance or inconvenience arising by reason of its exercising any of those Reservations except for:

3.4.1 physical damage to the Property, which they shall make good to the reasonable satisfaction of the Tenant; or

3.4.2 any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.

3.5 The following rights are excepted and reserved from this lease to the Landlord for the benefit of the Landlord's neighbouring property and to the extent possible for the benefit of any neighbouring or adjoining property in which the Landlord acquires an interest during the Term:

3.5.1 the right to use and to connect into any service media at the Property which are in existence at the date of this lease

3.5.2 the right to re-route any service media at the Property

#### **4. Tenant covenants**

The Tenant covenants with the Landlord to observe and perform the covenants in Schedule 2 of this lease.

#### **5. Landlord covenants**

The Landlord covenants with the Tenant to observe and perform the covenants in Schedule 3 of this lease.

#### **6. Re-entry**

6.1 The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any breach of any of the Tenant covenants of the lease the Tenant having first received written notice of the breach and having failed within the period of 21 days following the date of the notice to remedy the breach therein notified.

6.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause, this lease shall immediately end, but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant by the Tenant.

#### **7. Set-off**

All amounts due under this lease shall be paid by the Tenant in full without any deduction or withholding other than as required by law. The Tenant shall not be entitled to assert any credit, set-off or counterclaim against the Landlord to justify withholding payment of any sum due.

#### **8. Landlord's consent**

8.1 Any consent given by the Landlord under this lease may be granted subject to reasonable conditions.

8.2 No consent given by the Landlord under this lease shall obviate the need to obtain any consent required from a third party or imply that any such consent has been given.

8.3 While the Landlord is Streatley Parish Council any consent given by the Landlord pursuant to the provisions of this Lease shall not be deemed to be given by them in any capacity other than as Landlord and nothing herein contained or implied shall prejudice or affect the Landlord's rights, powers and obligations in the exercise of its functions as a parish council

**9. Joint and several liability**

At any time when the Landlord or the Tenant is more than one person, those persons shall in each case be jointly and severally liable for their respective obligations and liabilities arising under this lease. The Landlord may take action against, or release or compromise the liability of, any one of those persons, or grant any time or other indulgence to any one of them, without affecting the liability of any other of them.

**10. Entire agreement and exclusion of representations**

10.1 This lease constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

10.2 The Tenant acknowledges that, in entering into this lease, it has not relied on, and shall have no right or remedy in respect of any statement, representation, assurance or warranty (whether made negligently or innocently), made by or on behalf of the Landlord, other than as expressly set out in this lease.

10.3 Nothing in this clause shall limit or exclude any liability for fraud.

**11. Notices**

11.1 Except where notice is given in an emergency, any notice required to be given under this lease shall be in writing and shall be delivered personally, or sent by pre-paid first class post or recorded delivery, to the other party at its address set out above or as otherwise specified by the relevant party by notice in writing to the other party.

11.2 A correctly addressed notice sent by pre-paid first class post or recorded delivery shall be deemed to have been duly received 48 hours after posting.

11.3 A notice required to be given under this lease shall not be validly given if sent by fax or e-mail.

11.4 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this lease.

**12. Contracts (Rights of Third Parties) Act 1999**

A person who is not a party to this lease shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of a third party which exists, or is available, apart from under that Act.

**13. VAT**

Any obligation to pay money refers to a sum exclusive of VAT and the amount of any VAT payable in addition (whether by the Landlord or by the Tenant) shall be paid by the Tenant.

**14. Landlord and Tenant (Covenants) Act 1995**

This lease creates a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995.

**15. Governing law and jurisdiction**

15.1 This lease and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

15.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this lease or its subject matter or formation (including non-contractual disputes or claims).

**16. Limitation of Landlord's liability**

The Landlord's liability under this Lease shall be limited to the property assets of Sreatley Parish Council as purchased from Gladedale Urban Development Limited.

IN WITNESS whereof this deed has been executed the day and year first before written.

**SCHEDULE 1**  
**The Property**

The land known as land to the South of High Street, Streatley, Berkshire shown edged red on the Plan

**SCHEDULE 2**  
**Tenant Covenants**

**1. Interest on late payment**

To pay interest to the Landlord at the Default Interest Rate on any payment due under this lease and not paid within 14 days following the date it is due, for the period from the due date until the date of actual payment, whether before or after judgment.

**2. Rates and taxes**

2.1 To pay all present and future rates, taxes and other impositions payable in respect of the Property, its use and any works carried out there, other than:

2.1.1 any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; and

2.1.2 any taxes, other than VAT and IPT, payable by the Landlord by reason of the receipt of any of the rents due under this lease.

2.2 Subject to the same qualifications mentioned in paragraph 2.1.1 and paragraph 2.1.2, to pay a fair and reasonable proportion determined by the Landlord of any such rates, taxes or other impositions that are payable in respect of the Property together with other land.

**3. Utilities**

3.1 To pay all costs in connection with the supply and removal of electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the Property (if any).

3.2 To comply with all laws and with any recommendations of the relevant suppliers relating to the use of those services and utilities (if any) serving the Property.

**4. Common items**

4.1 To pay the Landlord on demand a fair proportion of all costs payable for the maintenance, repair, lighting, cleaning and renewal of all structures and other items used or capable of being used by the Property in common with other property.

4.2 To comply with all reasonable regulations the Landlord may make from time to time in connection with the use of any of those structures or other items.

**5. Costs**

5.1 To pay to the Landlord on demand the costs and expenses (including any solicitors', surveyors' or other professionals' fees, costs and expenses and any VAT on them) assessed on a full indemnity basis incurred by the Landlord (both during and after the end of the Term) in connection with or in contemplation of:

5.1.1 the enforcement of the tenant covenants of this lease;

5.1.2 preparing and serving any notice in connection with this lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of those sections,

notwithstanding that forfeiture is avoided otherwise than by relief granted by the court;

- 5.1.3 preparing and serving any notice in connection with this lease under section 17 of the Landlord and Tenant (Covenants) Act 1995;
- 5.1.4 preparing and serving any notice under clause 3.2.2; and
- 5.1.5 any consent applied for under this lease, whether or not it is granted.

## **6. Alterations additions and structures**

- 6.1 Not to make any alteration or addition to any structure on the Property and not to make any opening in any boundary structure or feature of the Property except such boundary structures or features as may abut or lie along the northern boundary of the Property.
- 6.2 Not to place any temporary or permanent structure on the Property and not to cover or place on any part of the Property any hardstanding or similar material.
- 6.3 Not to install, alter the route of, damage or remove any service media at the Property.

## **7. Signs and aerials**

- 7.1 Not to put any sign, plate, writing or drawing of any kind on any part of the Property other than a sign indicating to third parties that the Property is private such to be erected in a position and to be of such size as approved by the Landlord in writing, such approval not to be unreasonably withheld or delayed.
- 7.2 Not to fix any television or radio aerial, satellite dish or receiver on the Property.

## **8. Landscaping & fencing**

- 8.1 Not to remove, cut down, lop, layer or otherwise damage any of the trees on the Property without the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed where the work is in the interests of good woodland management practice.
- 8.2 Not to plant any shrubs, trees or hedges on the Property without the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed.
- 8.3 Not to cultivate the Property or lay any lawn, grass or similar covering on the Property and not to use the Property as a garden or to incorporate it into the curtilage of any residential dwelling save where the Tenant has obtained planning permission to use the Property as a garden.
- 8.4 Not to erect any fences on the Property save for post and wire fences not to exceed four feet in height along the boundaries of the Property and where any such fences are erected to maintain the same in good repair and not to remove them without the prior written consent of the Landlord.

**9. Assignment and underletting**

- 9.1 Not to assign charge underlet share or part with possession of the whole or any part only of the Property or this Lease except as expressly permitted by this Clause.
- 9.2 Subject to the provisions of clause 9.3 not at any time to assign the whole of this lease without the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed.
- 9.3 The Tenant shall be entitled to assign the whole of this Lease without consent if the assignment is made simultaneously with the sale of the House to the same party as acquires the House
- 9.4 Not to charge this Lease otherwise than to a recognised lending institution.
- 9.5 Within one month after any assignment of the Property to serve notice on the Landlord or (if required by the Landlord) the Landlord's solicitors giving details and to:
- 9.5.1 provide a certified copy of the instrument effecting such a dealing; and
- 9.5.2 pay the Landlord's or the Landlord's solicitor's, reasonable registration fee which shall be no less than Fifty Pounds plus VAT in respect of each dealing so notified.

**10. Refuse and storage**

- 10.1 Not to keep or deposit any rubbish on the Property.
- 10.2 Not to store anything on the Property.

**11. Sewers and drains**

Not to allow to pass into the service media serving the Property any noxious or deleterious effluent or other substance which may obstruct or damage them or any other neighbouring property.

**12. Compliance with laws and notices**

- 12.1 To comply with all laws relating to the Property, its use by the Tenant and any works carried out at it.
- 12.2 To carry out all works that are required under any law to be carried out at the Property (without prejudice to any obligation on the Tenant to obtain any consent under this lease).
- 12.3 Within one week after receipt of any notice or other communication affecting the Property (and whether or not served pursuant to any law) to:
- 12.3.1 send a copy of the relevant document to the Landlord; and
- 12.3.2 in so far as it relates to the Property take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may reasonably require.

- 12.4 To give the Landlord full particulars of any notice order or proposal affecting any neighbouring property as soon as the Tenant is aware of it.

**13. Encroachments, obstructions and acquisition of rights**

- 13.1 The Tenant shall not grant any right or licence over the Property to a third party.

- 13.2 If a third party makes or attempts to make any encroachment over the Property or takes any action by which a right may be acquired over the Property, the Tenant shall:

13.2.1 immediately give notice to the Landlord; and

13.2.2 do such acts and things that the Landlord reasonably requires to prevent or licence the continuation of that encroachment or action.

- 13.3 The Tenant shall not obstruct the flow of light or air to the Property.

- 13.4 The Tenant shall not make any acknowledgement that the flow of light or air to the Property or that the means of access to the Property is enjoyed with the consent of any third party.

- 13.5 If any person takes or threatens to take any action to obstruct the flow of light or air to the Property or obstruct the means of access to the Property, the Tenant shall:

13.5.1 immediately notify the Landlord; and

13.5.2 do such acts and things that the Landlord reasonably requires to prevent or secure the removal of the obstruction.

**14. Notify defects**

To give notice to the Landlord of any defect in or want of repair or damage to the Property, for which the Landlord may be responsible under this lease or any law, as soon as the Tenant becomes aware of it.

**15. Third Party Rights**

- 15.1 To comply with all obligations on the Landlord relating to the Third Party Rights insofar as they relate to the Property and not do anything (even if otherwise permitted by this lease), that may interfere with any Third Party Right.

- 15.2 To allow the Landlord and any other person authorised by the terms of any Third Party Right to enter the Property in accordance with its terms.

**16. Remedy breaches**

- 16.1 If the Landlord has given the Tenant notice under Clause 3.2.2 of any breach of any of the Tenant covenants in this lease relating to the state or condition of the Property, to carry out all works needed to remedy that breach as quickly as possible, and in any event within the time period specified in the notice (or immediately if works are required as a matter of emergency) to the reasonable satisfaction of the Landlord.

- 16.2 To pay to the Landlord on demand the costs incurred by the Landlord in carrying out any works pursuant to Clause 3.2.3 (including any solicitors', surveyors' or other professionals' costs and expenses, and any VAT on them, assessed on a full indemnity basis).

**17. Indemnity**

- 17.1 To indemnify the Landlord against all claims, liabilities, costs, expenses (including any solicitors', surveyors' or other professionals' costs and expenses, and any VAT on them, assessed on a full indemnity basis), damages and losses (including any diminution in the value of the Landlord's interest in the Property and loss of amenity of the Property) arising out of or in connection with:

17.1.1 any breach of any of the Tenant covenants of this lease; or

17.1.2 any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person at the Property with the express or implied authority of any of them.

**18. Returning the Property to the Landlord**

At the end of the Term to return the Property to the Landlord in accordance with the Tenant covenants of this lease.

**19. Use**

- 19.1 Not to carry on any trade or business at the Property.
- 19.2 Not to hold any political meeting or sale by auction at the Property or use the Property for any religious or charitable purpose.
- 19.3 Not to use the Property for any noisy, offensive, illegal or immoral purpose.
- 19.4 Not to apply for planning permission for the Property without the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed PROVIDED THAT no such consent will be required in relation to an application to use the Property as a garden for the House.
- 19.5 Not to do anything at the Property which may be or become a nuisance or annoyance, or cause loss, damage or injury, to the Landlord or the occupiers of any neighbouring property.
- 19.6 Not to keep any animal or bird on the Property without the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed. This consent may be revoked at any time if the Landlord considers it reasonable to do so.
- 19.7 Not to bring or keep any inflammable, explosive, dangerous or offensive substances or goods onto the Property.
- 19.8 Not to park a vehicle on the Property.
- 19.9 Not to sleep on the Property.

**SCHEDULE 3**  
**Landlord Covenants**

**Quiet enjoyment**

The Landlord covenants with the Tenant, that, so long as the Tenant pays the rents reserved by and complies with its obligations in this lease, the Tenant shall have quiet enjoyment of the Property without any interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this lease.

**SIGNED as a DEED by**  
**ROBERT KAPP**  
in the presence of:-

} *Robert Kapp*

Witness Signature:

*G. Martin*

Witness Name:

*G. MARTIN*

Address:

*7 WESTON ROAD*

*LEWISWOOD*

*WATLINGTON*

*OXON OX49 5TX*

Occupation:

*PAINTER & DECORATOR*

**SIGNED as a DEED by**  
**LISA ASHFORD**  
in the presence of:-

} *Lisa Ashford*

Witness Signature:

*G. Martin*

Witness Name:

*G. MARTIN*

Address:

*7 WESTON ROAD*

*LEWISWOOD*

*WATLINGTON*

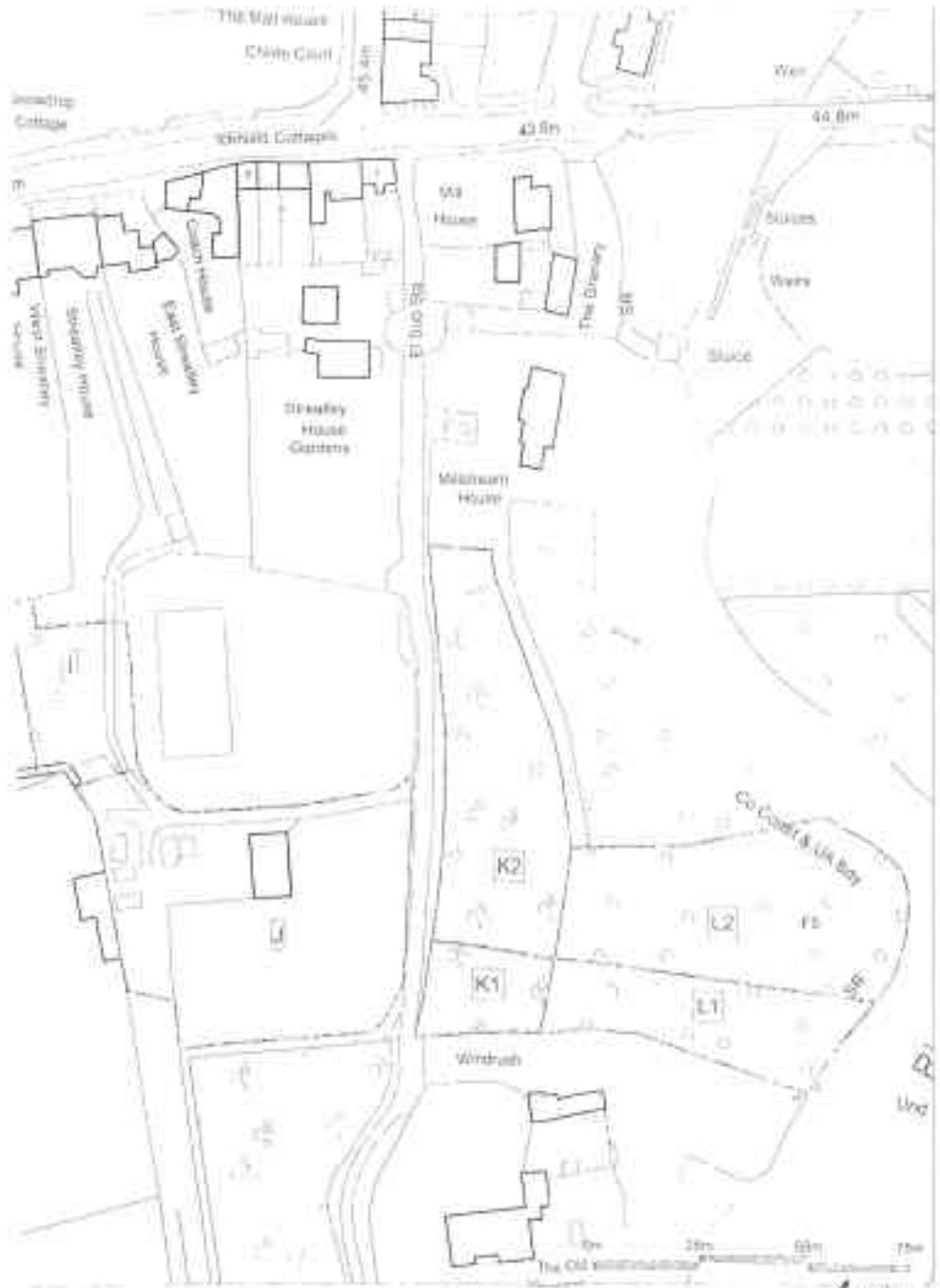
*OXON OX49 5TX*

Occupation:

*PAINTER & DECORATOR*

C

Street, Streatley, Berkshire



by Haslam's Chartered Surveyors

Robert ...  
in ...