

COUNTERPART

Agricultural lease: land and buildings; non-business use, over 7 yrs

The landlord:

The Parish Council of Gamlingay in the County of Cambridgeshire

and

The Tenant:

The Wildlife Trust for Bedfordshire, Cambridgeshire and
Northamptonshire

Date:

19th February 2018

LR1. Date of lease

19th February 2018

LR2. Title number(s)

LR2.1 Landlord's title number(s)

CB312108

LR2.2 Other title numbers

[Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made.]

LR3. Parties to this lease

Landlord

Gamlingay Parish Council
The Eco Hub
Stocks Lane
Gamlingay
SG19 3JR

Tenant

The Wildlife Trust for Bedfordshire,
Cambridgeshire and Northamptonshire,
The Manor House
Broad Street
Great Cambourne
Cambs
CB23 6DH
Registered co. 2534145
Charity no: 1000412

Other parties

None

LR4. Property

[Insert a full description of the land being leased

or

Refer to the clause, schedule or paragraph of a schedule in this lease in which the land being leased is more fully described.

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 as detailed on attached plan marked in red comprising land parcel of 2.3ha known as Gamlingay Cinques Common including the area known as The Old Sand Pit.

Where there is a letting of part of a registered title, a plan must be attached to this lease and any floor levels must be specified.]

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.

[If this lease includes a statement falling within LR5.1, insert under that sub-clause the relevant statement or refer to the clause, schedule or paragraph of a schedule in this lease which contains the statement.

None

LR6. Term for which the

From and To Including

Property is leased

the date hereof

1st June 2037

LR7. Premium

None

LR8. Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

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

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

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

LR11. Easements

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

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

None

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

Paragraph 4

LR12. Estate rent charge burdening the Property

None

LR13. Application for standard form of restriction

N/A

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

N/A

Lease

Contents

1	Payments
2	Further Payments
3	Use allowed
4	Access for Landlord
5	Condition and repair
6	Transfer and sub-letting
7	Provision for premature termination
8	Other matters
9	Landlord's obligations
10	Quiet enjoyment
11	Insurance
12	Forfeiture
13	At the end of the lease
14	Security of tenure excluded
15	Waiver
16	Parties responsibility
17	Service of notices
18	Dispute resolution
19	Charity declaration
20	Jurisdiction

Agricultural lease: land and buildings; non-business use, over 7 yrs

The Landlord is:

Gamlingay Parish Council
of The Eco Hub
Stocks Lane
Gamlingay
SG19 3JR

The Tenant is:

The Wildlife Trust for Bedfordshire, Cambridgeshire
and Northamptonshire
of The Manor House, Broad Street, Great Cambourne,
Cambridge, CB23 6DH

and the Tenant is the sole occupier of the Land for all purposes at law

The subject Land is:

Gamlingay Cinques Common including the area
known as The Old Sand Pit shown edged red on the
Plan

Start date of lease:

The date hereof

End date of lease:

1st June 2037

Use allowed:

The Property shall be used only for activities
appropriate to nature conservation management
and/or agricultural purposes (where compatible with
the status of the Land as a town and village green)

The rent is:

One Peppercorn per year

When rent payable:

Annually on the 1st June if demanded

Rent review:

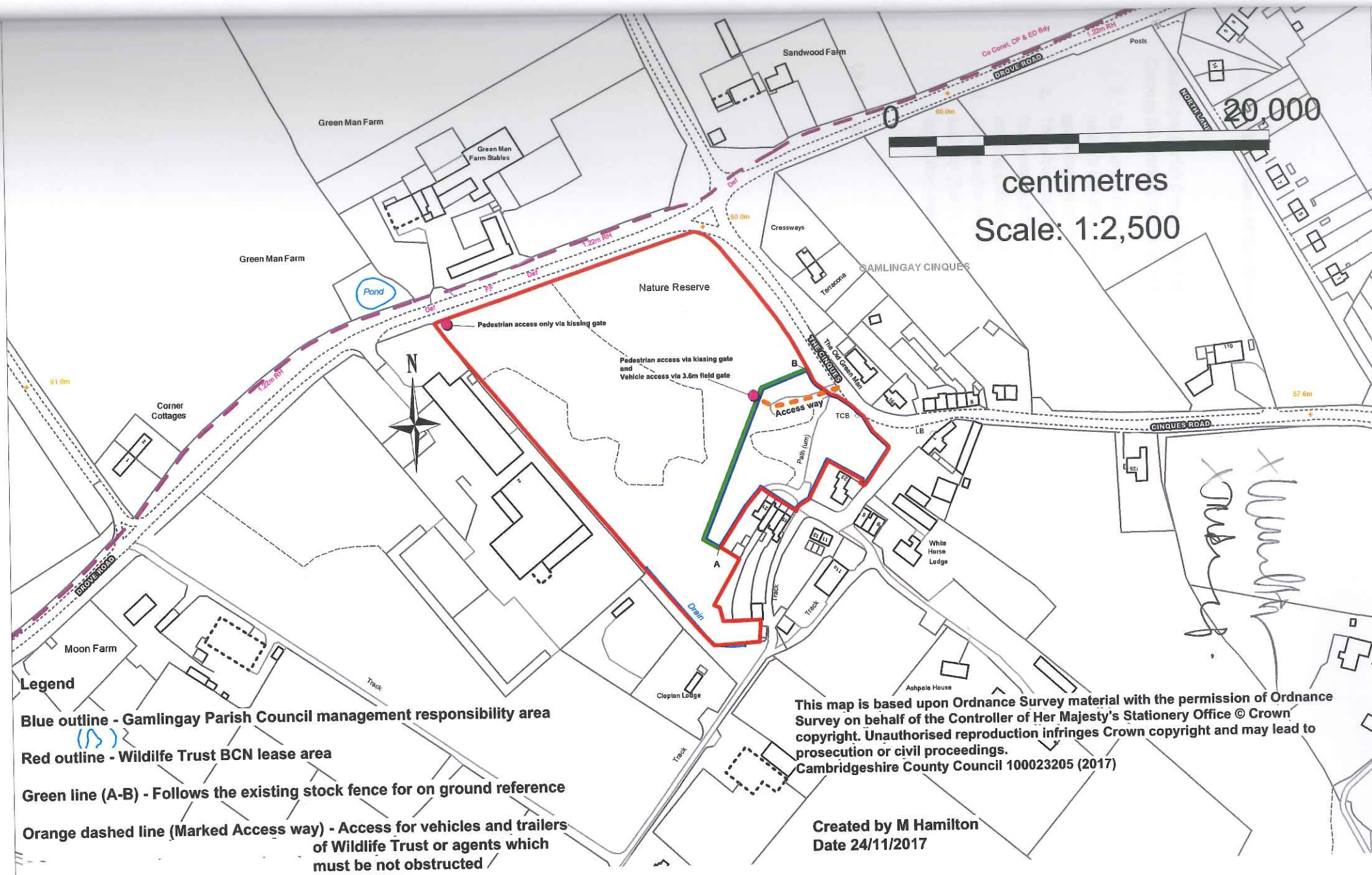
No rent reviews will be held during the period of this
lease.

Rent review date:

N/A

Plan :

The plan attached



Grounds maintenance at the Cinques

Gamlingay Parish Council will have responsibility for management of the following areas of the Cinques (as marked on the attached map):

1. Grass areas (1 on map). Grass cutting –a local resident is prepared to cut these areas as needed but if he ceases to do, 8 cuts per season will be added to the Parish Councils existing grass cutting contract.
2. Trees/shrubs (2 on map) have been cut back hard in Sept 2016 will need to be left for a year, but from Sept 18 will be trimmed back annually. This will be added to the Parish councils existing grass cutting contract.
3. New section of gravel path (3) and car park (4) , overhead barrier, signage and wooden bollards (5,6,7) will be checked for hazards by Parish Council Grounds man on a monthly basis. Any maintenance works required will be undertaken by the Parish Council.

LB 4.11.16



Other terms of the lease

1 Payments

The Tenant is to pay the Landlord:

- 1.1 the rent, and, if applicable, Value Added Tax on the rent (if demanded);
- 1.2 a fair proportion (decided by a surveyor the Landlord nominates) of the cost (if any) of repairing maintaining party structures, including vehicle access way to entrance gate, paths, gates and fences shared with other Land managed directly by Gamlingay Parish Council; This cost will not exceed £2,000 in any year of this tenancy.
- 1.3 the cost of any works to the Land which the Landlord does after the tenant defaults including in particular the cost of removal of any detritus or contaminated material left by the Tenant;
- 1.4 the reasonable and proper costs and expenses (including professional fees) which the Landlord incurs in:
 - 1.4.1 dealing with any application by the Tenant for consent or approval, whether or not it is given;
 - 1.4.2 preparing and serving a notice of a breach of the Tenant's obligations, under section 146 of the Law of Land Act 1925, even if forfeiture of this lease is avoided without a court order;
 - 1.4.3 preparing and serving a schedule of dilapidations either during the lease period or recording failure to give up the Land in the appropriate state of repair when this lease ends;
 - 1.4.4 complying with any order of any governmental organisation in connection with any issue arising as a result of the default of the Tenant.

2 Further Payments

The Tenant is also to make the following payments, with Value Added Tax where payable:

- 2.1 All periodic rates and other taxes, relating to the Land, including any imposed after the date of this lease (even if of a novel nature), to be paid promptly to the authorities to whom they are due (but excluding any tax (other than Value Added Tax) payable by the Landlord in respect of income or capital receipts on the Land and any sums payable in respect of chance or church repair);
- 2.2 All charges for services at the Land to be paid promptly to the service

supplier;

- 2.3 The cost of the grant, renewal or continuation of any licence or registration for using the Land for the use allowed, to be paid promptly to the appropriate authority when due;

- 2.4 A registration fee of £40 for each document which this lease requires the tenant to register, to be paid to the Landlord's solicitors when presenting the document for registration.

The Landlord will shall:

- 2.5 permit the Tenant to claim and retain any and all grant funding, or agricultural environment, or similar to which the Land may be eligible now, or in the future which is in keeping with the use of the land for the use allowed

3 Use allowed

The Tenant is to comply with the following requirements as to the use of the Land and may not authorise or allow anyone else to contravene them:

- 3.1 To use the Land only for the use allowed;

- 3.2 Not to use the Land for any activities which are dangerous, offensive, noxious, illegal or immoral, or which are or may become a nuisance or annoyance to the Landlord or to the owner or occupier of any neighbouring Land but this shall not preclude the use of the Land for the use allowed;

- 3.3 Not to display any advertisements on the outside of the Land or which are visible from the outside unless the Landlord consents (and the Landlord is not entitled to withhold that consent unreasonably) but this shall not preclude notices as to the Tenant's role and the public use of the Land and any required health and safety notices;

- 3.4 To comply with the terms of every Act of Parliament, order, regulation, bye-law, rule, licence and registration authorising or regulating how the Land is used for the use allowed, and to obtain, renew or continue any licence or registration which is required.

- 3.5 The Tenant acknowledges that Land is registered Town and Village Green and subject to the restrictions imposed by that designation. The Tenant agrees to use the demised premises for a use which is at all times compatible with the designation of Village Green which shall not preclude use for the use allowed.

4 Access for Landlord

The Tenant is to give the Landlord, or anyone authorised by him in writing, access to the Land for these purposes:

- 4.1 To inspect the condition of the Land, or how it is being used;
- 4.2 To do works which the Landlord is permitted to do by this lease;
- 4.3 To comply with any statutory obligation;
- 4.4 To view the Land as a prospective buyer or mortgagee or, during the last six months of the lease period, as a prospective tenant;
- 4.5 To value the Land;
- 4.6 To inspect, clean or repair neighboring Land, or any sewers, drains, pipes, wires or cables serving neighboring Land.

Conditions for access for the landlord are:

- 4.7 The Landlord must give seven days' written notice except in emergency;
- 4.8 Each visit must be during normal business hours except in an emergency;
- 4.9 The Landlord must promptly make good all damage caused to the Land and any goods in it by his exercising these rights.

5 Condition and repair

In relation to the Land the Tenant must:

- 5.1 Maintain the state and condition of the Land (excluding the area edged blue on the Plan);
- 5.2 Maintain the perimeter fence / and gates and locks and other security devices on the Land relating to the Wildlife Trust managed area (shown edged red on the Plan, excluding the area edged blue) in a condition no worse than at the commencement of the lease and otherwise in a stock proof condition;

and the Tenant must not:

- 5.3 Construct any building or structure on the Land save for interpretation signs and stock fencing (where compatible with the status of the Land as a town and village green);
- 5.4 Deposit any rubbish on the Land;

- 5.5 Accumulate or allow to accumulate anything on the Land, the accumulation of which could contravene any law.

6 Transfer and sub-letting

- 6.1 Save as provided in 6.2 the Tenant may not share his occupation of the Land.
- 6.2 The Tenant may not assign, transfer or sublet part of the Land separately from the rest of it save for the grant of seasonal licences for grazing.
- 6.3 The Tenant may assign or transfer his interest in the whole of the Land on these terms:
- 6.3.1 the approval of the Landlord must be obtained. The Landlord may not withhold his consent without good reason.
- 6.3.2 It is a good reason (among other good reasons) for the Landlord to withhold consent if the proposed transferee is less likely to be able to pay the rent than the Tenant was when the lease was signed.
- 6.4 Within four weeks after the Land is transferred or mortgaged, the Tenant must send a copy of the assignment or charge to the Landlord with a fee of £40. This is to cover the Landlord's costs of setting up the administration of the lease in a new name.

7 Provision for premature termination

- 7.1 Despite all other provisions of this lease, the Tenant may terminate this lease on 1st June 2020, by giving not less than three months notice in writing to the Landlord to that effect.
- 7.2 If the Tenant so terminates the lease, all other provisions shall apply as far as reasonably possible, as if the lease had terminated by expiry of the term.

8 Other matters

The Tenant must:

- 8.1 Give the Landlord a copy of any notice concerning the Land or any neighbouring Land as soon as he receives it;
- 8.2 Allow the Landlord, during the last six months of the lease period, to fix a notice in a reasonable position on the outside of the Land announcing that it is for sale or to let;

- 8.3 Not apply for planning permission relating to the use or alteration of the Land unless the Landlord gives written consent in advance such consent not to be unreasonably withheld or delayed.

9 Landlord's Obligations

In relation to the Land the Landlord must:

- 9.1 Maintain the area shown edged blue on the Plan including the parking area and associated infrastructure, recreational grass area and associated shrubs and trees as per attached agreed schedule;
- 9.2 Ensure that the access road as shown marked in orange dash on the Plan is not obstructed to the stock fenced area for vehicles and trailers of the Tenant or agents working on their behalf.

10 Quiet enjoyment

The Landlord may not interfere with Tenant's peaceful use of the Land, nor allow anyone else to do so.

11 Insurance

The Tenant may insure his goods on the Land. The Landlord is under no obligation to insure anything on the Land.

12 Forfeiture

This lease comes to an end if the Landlord forfeits it by entering any part of the Land, which the Landlord is entitled to do whenever any one of these things happens:

- 12.1 Payment of any rent is thirty days overdue, if formally demanded;
- 12.2 The Tenant has not complied with any of the terms in this lease and has not rectified any material breach within 21 days of being notified of such breach;
- 12.3 The Tenant if an individual (and if more than one, any of them) is adjudicated bankrupt or an interim receiver of his land is appointed;
- 12.4 The Tenant if a company (and if more than one, any of them) goes into liquidation (unless solely for the purpose of amalgamation or reconstruction when solvent), or has an administrative receiver appointed or has an administration order made in respect of it.

The forfeiture of this lease does not cancel any outstanding obligation of the Tenant or a guarantor.

13 At the end of the lease

When this lease ends the Tenant is to:

13.1 Return the Land to the Landlord leaving it in the state and condition in which this lease requires the Tenant to keep it.

13.2 (If the Landlord so requires) remove anything the Tenant fixed to the Land and make good any damage which that causes.

14 Security of tenure excluded

In accordance with The Regulatory Reform (Business Tenancies) (England and Wales) Order 2003, the Tenant has agreed with the Landlord that the provisions of sections 24 to 28 of the Landlord and Tenant Act 1954 (security of tenure) shall be excluded in relation to the tenancy created by this lease. The parties acknowledge that proper notice has been given by the Landlord and acknowledged in a valid declaration by or on behalf of the Tenant as required by the Order.

15 Waiver

If the Landlord makes any concession in respect of any right he has under this lease, that concession is not to be treated as continuing nor as applying in any way, which reduces his rights under this lease.

16 Parties' responsibility

16.1 Whenever more than one person or company is the Landlord or the Tenant, their obligations can be enforced against all or both of them jointly or against each individually.

16.2 The term "Landlord" includes the person who, at any particular time, has the right to receive rent under this lease.

16.3 The term "Tenant" includes the person who, at any particular time, is given the right by this lease to occupy the Land.

17 Service of notices

Any notice sent by either party to the other of them is properly served if sent to the address given at the head of this lease, unless either party has notified the

other in writing of a new address, when that new address becomes the address for service.

18 Dispute Resolution

In the event of a dispute between the parties to this lease, then they undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.

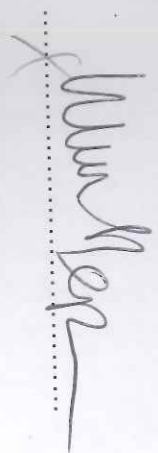
19 Charity Declaration

The Premises will, as a result of this lease be held by the Tenant, a non-exempt charity, and the restrictions on disposition imposed by Sections 117 to 121 of the Charities Act 2011 will apply to the land (subject to Section 117(3) of that Act)

20 Jurisdiction

This Contract shall be interpreted according to the Laws of England and the parties agree to submit to the exclusive jurisdiction of the English courts.

Executed as a deed by THE WILDLIFE TRUST
FOR BEDFORDSHIRE, CAMBRIDGESHIRE
AND NORTHAMPTONSHIRE acting by:



Trustee/Director



Trustee/Director