

LR1. Date of lease

LR2. Title number(s)

LR2.1 Landlord's title number(s)

The title numbers specified in Schedule 1

LR2.2 Other title numbers

(Insert 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

Swindon Borough Council of Civic Offices, Euclid Street, Swindon, SN1 2JH

Tenant

Central Swindon South Parish Council of Broadgreen Community Centre, Salisbury Street, Swindon SN1 2AN

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.

All those several Properties as specified in Schedule 1

LR5. Prescribed statements etc.

None

LR6. Term for which the Property is leased

The term as specified in this lease at clause 1.5

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.**
- 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**
As specified in the Second Schedule
- LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property**
As specified in the Third Schedule
- LR12. Estate rent charge burdening the Property**
None
- LR13. Application for standard form of restriction**
None

THIS LEASE is made between the parties referred to in clause LR3 and the provisions that follow have effect subject to the provisions contained, and terms used, in clauses LR1 to LR13

NOW THIS DEED WITNESSES as follows:

1 Definitions

In this lease:

- 1.1 'the Landlord' includes the persons from time to time entitled to the reversion immediately expectant on the term created by this lease
- 1.2 'the Plans' means the plans numbered 1 – [] attached hereto
- 1.3 'the Property' means all those several pieces or parcels of land in Swindon described in Schedule 1 and shown edged red on the Plans or any one or more of them
- 1.4 'the Tenant' includes its statutory successors
- 1.5 'the Term' means [99] years from and including (*date*)
- 1.6 'Young People' means children up to (and including) the age of 16 years

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2.1 Demise

The Landlord with full title guarantee lets the Property to the Tenant TO HOLD the Property for the Term at the yearly rent of £1 payable annually in advance (if demanded) the first of such payments to be made on the date of this lease and thereafter on each anniversary thereof TOGETHER with the rights set out in the Second Schedule hereto in so far as they affect the Property or any part or parts thereof but SUBJECT ALWAYS to the person exercising such rights giving to the Landlord reasonable prior notice in writing and causing as little damage as is reasonably possible and making good all damage actually caused but EXCEPTING AND RESERVING to the Landlord and all others authorised by the Landlord the rights set out in the Third Schedule hereto in so far as they affect the Property or any part or parts thereof PROVIDED ALWAYS that any person or persons exercising such rights hereby granted or reserved shall take all reasonable precautions not to cause any damage or inconvenience to the land or property over or in respect of which such rights are exercised and make good as soon as reasonably possible all damage so caused at its own expense

2.2 Surrender by Operation of Law

The parties hereto hereby agree and confirm that all agreements and leases (other than this Lease) existing at the date hereof letting or demising the Property or any part or parts thereof to or on the Tenant shall on the date hereof insofar as they have not been surrendered by operation of law be expressly hereby surrendered by the Tenant to the Landlord and the parties hereto hereby release the other from all rights obligations liabilities and all other matters contained or referred to in the said existing agreements and leases and the Tenant shall deliver to the Landlord all such agreements and leases on the date hereof

3 Tenant's covenants

The Tenant covenants with the Landlord as follows:

3.1 Rent

To pay the rent on the day and in the manner set out in this lease

3.2 Outgoings

To pay and discharge all rates taxes charges assessments and outgoings charged or imposed upon the Property

3.3 Maintenance and inspection

- 3.3.1 To keep the Property in a clean and tidy condition and free from refuse waste and graffiti and as often as may be necessary to mow all grassed areas and to cultivate those parts of the Property usually cultivated and to keep any drains or soakaways clear of obstruction and free flowing
- 3.3.2 To properly maintain and prune (which for the avoidance of doubt may include the removal of the same to comply with this provision) as reasonably necessary all trees bushes and other plants on or (subject to first obtaining the consent of the adjoining owner as appropriate) overhanging the Property in accordance with good arboriculture practice and as is reasonably required to keep the same in a safe and healthy condition and properly remove all cuttings and trimmings (other than any belonging to an adjoining owner who wishes to retain such cuttings for their own purpose) from the Property at regular intervals but in any event not less than twice in each year
- 3.3.4 The Tenant must keep any play equipment on the Property from time to time in good, safe and tenable repair and condition, and arrange to have carried out by an independent and appropriately qualified Inspector at its own cost on a regular basis (but in any case not less often than once every two years) safety inspections of all play equipment

3.3.5 The Tenant must keep all hard standings, special rubberised and other safety surfaces, and other structures and surfaces within the Property in good and tenable repair and condition and suitable for the equipment in situ from time to time and to renew or replace those that are beyond repair and keep any areas covered with bark or sand topped up and in all cases and with best endeavours from routine maintenance free from obstruction and trip hazard and waste of any kind

3.4 Fences

To keep in good repair and sound and clean condition (and if appropriate in order to comply with this obligation,) to replace the same on a like for like basis any purpose built metal railings and gates or other boundary structures constructed around designated areas and to paint or treat all parts of the said railings and gates or other structures as are usually painted or treated

3.5 Play Areas and/or Open space

To keep use and maintain the Property only as a children's play area/open space

3.6 Alienation

Not to assign underlet charge or part with possession or occupation of the whole or any part of the Property

3.7 Free entrance

That the entrance to and enjoyment of the Property shall at all times be free of charge to its users apart from any designated areas set aside for a specific ad hoc event

3.8 Delivery up

At the expiration or sooner determination of the Term quietly to deliver up possession of the Property to the Landlord in accordance with the provisions herein contained together with all play equipment situate thereon for the time being repaired and maintained in accordance with the provisions herein provided

3.9 Building

Not without the previous written consent of the Landlord (such consent not to be unreasonably withheld where it is ancillary and complimentary to the use of the Property) to erect, or permit to be erected, any permanent building

3.10 Nuisance

Not to cause and to use reasonable endeavours to prevent any act which might cause a nuisance disturbance inconvenience health hazard or annoyance to

members of the public or any owner or occupier of adjacent or neighbouring land and not to cause or permit to be caused any obstruction on any path or roadway forming part of the Property or over which access is gained by the Tenant to the Property

3.11 Refuse and waste

Not to deposit any refuse, waste, redundant material or redundant machinery of any kind on the Property and to ensure that all rubbish and refuse is appropriately contained within the Property and properly removed from the Property at appropriate frequencies and in the event that anything has been left at the Property that may or might cause a health hazard or a health and safety risk to remove and properly dispose of the same immediately upon becoming aware

3.12 Signage

The Tenant may (subject to planning consent (if appropriate)) erect at a play area a sign giving details of the name of the play area and the Tenant and a contact telephone number both inside and outside of usual business hours of the Tenant which can be used to report matters that need to be dealt with under the provisions of this Lease and in case of emergency

3.13 Alterations

The Tenant will be responsible for notifying the Landlord in advance of their proposal to carry out major changes to the Property or any part thereof which may include the upgrade, replacement or removal of equipment. The Tenant will consult with local residents and users prior to implementation of such proposals as it deems appropriate.

3.14 Insurance

To forthwith insure and keep insured with a reputable insurance office against third party liability in the sum of not less than ten million pounds for any one claim and to pay all premiums necessary for these purposes when the same shall be due and whenever reasonably so required (but not more often than once in every year) to produce to the Landlord particulars of the policy of insurance and evidence of payment of the current year's premium on request and it is hereby agreed that any insurance-claims existing at the date hereof will continue to be dealt with by the Landlord notwithstanding the completion of this Lease and the Tenant will take over responsibility for any claims made from the commencement of the Term hereby granted.

3.15 Indemnity

To indemnify and keep indemnified the Landlord against all actions, claims proceedings and liabilities arising from the use and occupation of the Property by the Tenant and o any breach of covenant herein contained.

3.16 Graffiti

To remove all graffiti within 20 working days of becoming aware of its existence save for any that is or is likely to be offensive to any member of the public likely to see the graffiti in which case the Tenant shall use all reasonable endeavours to remove the same within 24 hours of becoming aware of its existence

3.17 Comply with regulations

To comply with all Acts of Parliament, regulations bye-laws and relevant codes of practice relating to the Property, its maintenance and its use

3.18 Enter into Easements

To enter into such Deeds of Grant as the Landlord shall reasonably require in order for the Landlord to enjoy the rights reserved in relation to the Property or any part or parts thereof

3.19 Landlord's costs

The Tenant shall pay the Landlord's reasonable costs incurred in obtaining Landlord consent hereunder whether or not consent is granted, denied or application withdrawn.

4. Landlord's covenant

The Landlord covenants with the Tenant:

that the Tenant paying the rent reserved and performing and observing the covenants given by it that it may peaceably hold the Property throughout the Term without any interruption except as aforesaid by the Landlord or any person claiming under him

5 Provisos

5.1 Breach of covenant

If at any time during the Term the Tenant is in breach of any of the covenants on its part herein contained then subject to the proviso hereinafter contained the Landlord may re-enter the Property or any part of it in the name of the whole and this Lease will immediately determine without prejudice to any right of action or remedy of the

landlord in respect of any antecedent breach of covenant on the part of the Tenant PROVIDED ALWAYS that this provision shall not be effective unless the Landlord first serves notice on the Tenant specifying the breach complained of and the Tenant fails to remedy the breach within the time limit stated in such notice (such time limit to be reasonable in the circumstance of the breach complained of)

5.2 Third party rights

Unless expressly stated nothing in this lease will create any rights in favour of any person under the Contracts (Rights of Third Parties) Act 1999

IN WITNESS whereof the parties hereto have executed this Lease as a Deed and have delivered it upon dating it the day and year first before written

EXECUTED AS A DEED by the said
SWINDON BOROUGH COUNCIL by
The affixing of its common seal in the
Presence of:

EXECUTED AS A DEED by
CENTRAL SWINDON SOUTH PARISH COUNCIL
Acting by
.....
Authorised Signatory
In the presence of;

Acting by
.....
Authorised Signatory
In the presence of;

FIRST SCHEDULE

The Property

- FIRST** the open space land shown edged red on Plan 1 attached known as
Angel Ridge comprising the whole/part of Title number[s] WT together
with such play and sports equipment as is situate thereon at the date hereof
- SECOND** the open space land shown edged red on Plan 3 attached known as
Buckhurst Rec and Buckhurst Skatepark comprising the whole/part of Title
number[s] WT together with such play and sports equipment as is situate
thereon at the date hereof
- THIRD** the open space land shown edged red on Plan 3 attached known as
Cambria Bridge Rec and Cambria Bridge Skatepark comprising the whole/part of
Title number[s] WT together with such play and sports equipment as is
situate thereon at the date hereof
- FOURTH** the open space land shown edged red on Plan 3 attached known as
Cavendish Green comprising the whole/part of Title number[s] WT
together with such play and sports equipment as is situate thereon at the date
hereof
- FIFTH** the open space land shown edged red on Plan 3 attached known as
Dudmore Road comprising the whole/part of Title number[s] WT together
with such play and sports equipment as is situate thereon at the date hereof
- SIXTH** the open space land shown edged red on Plan 3 attached known as
Eastern Avenue comprising the whole/part of Title number[s] WT together
with such play and sports equipment as is situate thereon at the date hereof
- SEVENTH** the open space land shown edged red on Plan 3 attached known as
GWR Park, Faringdon Road comprising the whole/part of Title number[s] WT
together with such play and sports equipment as is situate thereon at the date
hereof
- EIGHTH** the open space land shown edged red on Plan 3 attached known as
Fernacre Road comprising the whole/part of Title number[s] WT together
with such play and sports equipment as is situate thereon at the date hereof
- NINTH** the open space land shown edged red on Plan 3 attached known as
Hesketh Crescent comprising the whole/part of Title number[s] WT
together with such play and sports equipment as is situate thereon at the date
hereof
- TENTH** the open space land shown edged red on Plan 3 attached known as

Huntley Close comprising the whole/part of Title number[s] WT together with such play and sports equipment as is situate thereon at the date hereof

ELEVENTH the open space land shown edged red on Plan 3 attached known as

Lord Smith's Green comprising the whole/part of Title number[s] WT together with such play and sports equipment as is situate thereon at the date hereof

TWELVETH the open space land shown edged red on Plan 3 attached known as

Quarry Road Rec comprising the whole/part of Title number[s] WT together with such play and sports equipment as is situate thereon at the date hereof

THIRTEENTH the open space land shown edged red on Plan 3 attached known as

Royal Mead comprising the whole/part of Title number[s] WT together with such play and sports equipment as is situate thereon at the date hereof

FOURTEENTH the open space land shown edged red on Plan 3 attached known as

Rushey Platt comprising the whole/part of Title number[s] WT together with such play and sports equipment as is situate thereon at the date hereof

FIFTEENTH the open space land shown edged red on Plan 3 attached known as

Savernake Street Rec comprising the whole/part of Title number[s] WT together with such play and sports equipment as is situate thereon at the date hereof

SIXTEENTH the open space land shown edged red on Plan 3 attached known as

Westcott Rec comprising the whole/part of Title number[s] WT together with such play and sports equipment as is situate thereon at the date hereof

SEVENTEENTH the open space land shown edged red on Plan 3 attached known as

Wills Avenue comprising the whole/part of Title number[s] WT together with such play and sports equipment as is situate thereon at the date hereof

SECOND SCHEDULE

Rights Granted

There is granted the right for the Tenant and all persons expressly or by implication reasonably authorised by it in common with the Landlord and all other persons having a like right,

1. so far as is reasonably necessary to gain access thereto and cannot otherwise be accessed over land currently maintained at the public expense to pass and repass on foot and with or without plant and machinery over and along the pathways and accessways serving each play area from the nearest adopted footpath or highway along such routes and in accordance with such regulations specified from time to time by the Landlord at all times and for all purposes connected with the Tenant's proper use and enjoyment of the Property only
2. the right to enter onto the Landlord's adjoining land for the purposes of complying with any of its obligations under the provisions of this Lease in so far as they cannot otherwise be reasonably complied with
3. the right to retain and maintain on the Landlord's adjoining land in the approximate positions shown coloured blue on the Plans (if any) supporting poles for the kickboards situate on the boundary of that part of the Property for so long as the said kickboards remain on the Property together with a right to enter onto the Landlord's adjoining land for the purposes of complying with any of its obligations under the provisions of this Lease in so far as they cannot otherwise be reasonably complied with.
4. The right to enter the Landlord's adjoining land to exercise any right granted by this lease, or for any other reasonable purpose connected with this lease or with the Tenant's interest in the Property or any land adjoining thereto
5. The right of free passage and running of gas electricity water and soil through the pipes wires conduits channels under in on or connected with the Property or any part or parts thereof together with the right to inspect connect into maintain repair and replace or renew any of the same or to lay new services and service media

THIRD SCHEDULE

Rights Reserved

1. the right of free passage and running of gas electricity water and soil through the pipes wires conduits channels under in on or connected with the Property or any part or parts thereof together with the right to inspect connect into maintain repair and replace or renew any of the same or to lay new services and service media
2. the right to enter the Property to exercise any right excepted and reserved by this lease, or for any obligation under or any other reasonable purpose connected with this lease or with the Landlord's interest in the Property or any land adjoining thereto
3. Rights to enter with or without vehicles plant and machinery (as appropriate) to inspect the condition of the Property and each and every part thereof and for all purposes connected with the Landlord's rights and obligations under this Lease and to carry out on the Property anything necessary to comply with such obligations and to carry out works to the Landlord's adjoining land that cannot otherwise be reasonably carried out