

LR1. Date of lease

LR2. Title number(s)

LR2.1 Landlord's title number(s)

Title number(s) out of which this lease is granted. Leave blank if not registered.

CYM549977

R2.2 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

Give full names, addresses and company's registered number, if any, of each of the parties. For Scottish companies use a SC prefix and for limited liability partnerships use an OC prefix. For foreign companies give territory in which incorporated.

Landlord

Rhondda Cynon Taff County Borough Council
The Pavilions
Cambrian Park
Clydach Vale
CF40 2XX

Tenant

The Friends of Taffs Well Park and Thermal Spring
By trustees Jill Bonetto of 12 West View Ty Rhiw
Taffs Well CF15 7QA and Lynne Thomas of 19
Bryn Coch Glan-y-Lyn Taffs Well CF 15 7SF

Other parties

Specify capacity of each party, for example "management company", "guarantor", etc.

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.

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.

In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration the lease shall prevail.

Clause 1.10 of the lease

LR5. Prescribed statements etc.

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.

In LR5.2, omit or delete those Acts which do not apply to this lease.

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.

(Confirmation needed)

LR5.2 This lease is made under, or by reference to, provisions of:
~~Leasehold Reform Act 1967~~
~~Housing Act 1985~~
~~Housing Act 1988~~
~~Housing Act 1996~~

LR6. Term for which the Property is leased

Include only the appropriate statement (duly completed) from the three options.

NOTE: The information you provide, or refer to, here will be used as part of the particulars to identify the lease under rule 6 of the Land Registration Rules 2003.

The term as specified in this lease at clause 1.16

:

LR7. Premium

Specify the total premium, inclusive of any VAT where payable.

LR8. Prohibitions or restrictions on disposing of this lease

Include whichever of the two statements is appropriate.

Do not set out here the wording of the provision.

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

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

**RHONDDA CYNON TAFF
COUNTY BOROUGH COUNCIL**

And

**THE FRIENDS OF TAFFS WELL PARK
AND THERMAL SPRING**

**COUNTERPART
LEASE**

**Relating to the Taff Pavilion
Taffs Well Park
Cardiff Road
Taffs Well**

**Paul J. Lucas, LL.B,
Director of Legal and Democratic Services
The Pavilions,
Cambrian Park,
Clydach Vale
Tonypandy
CF40 2XX**

NK/DPR10-00572

LEASE dated the 12th day of October 2015

BETWEEN

- (1) **The Landlord: RHONDDA CYNON TAFF COUNTY BOROUGH COUNCIL** of The Pavilions Cambrian Park Clydach Vale Rhondda Cynon Taff CF40 2XX
- (2) **The Tenant: THE FRIENDS OF TAFFS WELL PARK AND THERMAL SPRING** acting by Jill Bonetto of 12 West View Ty Rhiw Taffs Well CF15 7QA and Lynne Thomas of 19 Bryn Coch Glan-y-Lyn Taffs Well CF15 7SF

1. DEFINITIONS

In this Lease where the context so admits the following definitions shall have the following meanings:-

- 1.1 **Development:** has the meaning given by the Town and Country Planning Act 1990 s.55
- 1.2 **Insured Risks** means loss of damage by fire storm flood tempest (including lightning) explosion impact aircraft and other aerial devices and articles dropped there from riot civil commotion subsidence and heave up to £100,000 and such other risks as are normally insured against under a comprehensive policy for a property of a similar nature to the Premises and such other risks as the Landlord may from time to time in its absolute discretion deem appropriate.
- 1.3 **Interest** means interest during the period from the date on which the payment both before and after any judgement at the yearly rate of four per centum above the base rate for lending published by Barclays Bank plc from time to time or if such rate shall not be published at any time such other comparable rate of interest as the Landlord may then in writing specify having regard to interest rates current at such time
- 1.4 **Landlord's Surveyor** means any person or firm appointed or employed by or acting for the Landlord (including an employee of the Landlord and including the person or firm appointed by the landlord to collect the rents and manage the Property) to perform the function of a surveyor for any purpose of this Lease
- 1.5 **Lease** unless expressly stated to the contrary the expression "this Lease" includes any document supplemental to or collateral with this document or entered into in accordance with this document

- 1.6 **Neighbouring Property** means any neighbouring or adjoining land in which the Landlord has a freehold or leasehold interest or in which during the Term the Landlord acquires such an interest
- 1.7 **Permitted Use** means use as a community centre for leisure sporting and social activities including use by the Taffs Well and District Bowls Club such use to be limited to the usual opening hours of Taffs Well Park as notified by the Landlord to the Tenant
- 1.8 **Plans** means the plan annexed to this Lease
- 1.9 **Planning Acts** means the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 and the Planning (Consequential Provisions) Act 1990 and any statutory extension amendment modification consolidation or re-enactment thereof and any statutory instrument order or regulation made thereunder for the time being in force
- 1.10 **Property** means the Taff Pavilion Taffs Well Park Cardiff Road Taffs Well shown for purposes of identification only edged red on the Plan being part of the land comprised within the Landlord's registered title CYM549977
- 1.11 **Rent** means the yearly rent of One Thousand Pounds (£1,000.00) payable quarterly in advance and revised pursuant to the Fourth Schedule
- 1.12 **Rent Commencement Date** means the 12th day of October 2015
- 1.13 **Rent Payment Dates:** 25 March, 24 June, 29 September and 25 December
- 1.14 **Requisite Notice** means notice in writing to the Tenant 48 hours before any entry is made on the Property or any part thereof save that in the case of emergency no notice shall be required.
- 1.15 **Service Media** means pipes sewers drains mains ducts conduits gutters watercourse wired cables channels subways flues and all other conducting media including any fixings louvres cowls and other covers
- 1.16 **Term** means a term of Twenty One years commencing on the date of this Lease and ending on 11th day October of 2036

- 1.17 **The 1954 Act** means the Landlord and Tenant Act 1954 and all statutes, regulations and orders including by virtue of Clause 2.
- 1.18 **Break Date:** 1 year and 2 years from the date of the lease
- 1.19 **Break Notice:** written notice to terminate this Lease on the Break Date to be served no later than three months before the Break Date.

2. INTERPRETATION

- 2.1 The expressions "the Landlord" and "the Tenant" include their respective successors in title
- 2.2 Any covenant by the Tenant not to do an act or thing includes an obligation not to permit such act or thing to be done and to use its best endeavours to prevent such act or thing being done by a third party
- 2.3 Any reference to a statute includes any statutory extension or modification amendment or re-enactment of such statute and any regulations or orders made thereunder (except any specific reference herein to the Town and Country Planning (Use Classes) Order 1987)
- 2.4 References to any right exercisable by the Landlord extends to all persons authorised by the Landlord (including agents professional advisors contractors workmen and others)
- 2.5 References to "the last year of the Term" include the last year of the Term if the same determines otherwise than by effluxion of time and to "the expiration of the Term" include such sooner determination of the Term
- 2.6 References to consent or approval of the Landlord (or words to similar effect) mean a consent or approval in writing signed by or on behalf to of the Landlord
- 2.7 Where the Landlord or the Tenant for the time being are two or more individuals the terms "the Landlord" and "the Tenant" include the plural number and obligations expressed or implied to be made by or with such party are deemed to be made by or with such individuals jointly and severally
- 2.8 Where the consent or approval of the Landlord is required or requested in relation to this Lease, such provisions shall be construed as also requiring the consent or approval of any superior landlord and mortgagee, except that no obligation is implied that such superior landlord or mortgagee shall not unreasonably refuse any consent

- 2.9 Words importing the one gender include all other genders and words importing the singular include the plural and vice versa
- 2.10 The paragraph headings and title page do not form part of this Lease and shall not be taken into account in its construction or interpretation
- 2.11 References to "losses" are references to liabilities damages or losses awards of damages or compensation penalties costs disbursements and expenses arising from any claim demand action or proceedings
- 2.12 Any covenant by the Tenant not to do anything includes an obligation not to permit or suffer that thing to be done by another person with the express authority of the Tenant
- 2.13 Whatever the nationality residence or domicile of any party this lease shall be governed by and interpreted in accordance with the laws of England and Wales

3. DEMISE

THE Landlord DEMISES to the Tenant the Property TOGETHER WITH the rights specified in the First Schedule but EXCEPTING AND RESERVING to the Landlord the rights specified in the Second Schedule TO HOLD the Property to the Tenant for the Term subject as hereinafter stated YIELDING AND PAYING to the Landlord:

The Rent payable by equal quarterly payments in advance on the Rent Payment Dates in every year and proportionately for any period of less than a year the first such payment being a proportionate sum in respect of the period from the Rent Commencement Date to the next payment date to be paid on the date hereof.

4. THE TENANT COVENANTS with the Landlord:

4.1 Rent and other payments

- 4.1.1 To pay the Rent on the days and in the manner set out in clause 3 without any deductions and if so required in writing by the Landlord to make such payments by banker's order or direct debit to any bank and account that the Landlord may from time to time nominate.
- 4.1.2 To pay all rates, taxes and other impositions payable in respect of the Property (save for those of a capital nature), its use and any works carried out there, other than any taxed payable by the Landlord in connection with any dealing with or disposition of the

reversion to this Lease. If any such rates, taxes or other impositions are reasonably and properly payable in respect of the Property together with other property (including the remainder or any other part of the Building) the Tenant shall pay a fair proportion (determined conclusively by the landlord acting reasonably and in accordance with the principles of good estate management except as to questions of law and in the absence of any manifest error) of the total.

4.2 Interest

If:

4.2.1 any Rent remains unpaid for more than twenty one days after the due date (whether formally demanded or not) to pay Interest thereon calculated from the due date until payment

4.2.2 any other rents or other monies payable hereunder remain unpaid for more than twenty one days after written demand therefore to pay Interest thereon calculated from the date of demand until payment such Interest being deemed to be rent due to the Landlord

Nothing in this clause entitled the Tenant to withhold or delay any payment of the Rent or any other sum due under this Lease or affects the rights of the Landlord in relation to any non-payment

4.3 Value Added Tax

To pay or otherwise indemnify and keep indemnified the Landlord or any other person against all or any Value Added Tax (or any other imposition of a like nature that may be substituted for it or levied in addition to it) which may be chargeable or payable in respect of the rent or any other sums or other consideration which the Tenant is liable to pay or provide hereunder provided that the Landlord shall have previously delivered to the Tenant a valid VAT invoice addressed to the Tenant for the full amount whether to the Landlord or such other person to the intent that such rents sums and consideration are treated as being exclusive of all such tax or other imposition which is accordingly payable by the Tenant in addition thereto

4.4 Outgoings

4.4.1 To pay and indemnify and keep indemnified the Landlord against all rates taxes assessments duties charges impositions and outgoings which are now or during the Term shall be charged assessed or imposed upon the Property or upon the owner or occupier of them

4.4.2 To pay for all gas electricity water drainage and communications facilities used by or available to the Property and all standing and other charges and to observe and perform at the Tenant's expense (but not so as to effect a breach of any of the other Tenant's covenants herein contained) all present and future regulations and requirements of the gas electricity water drainage and communications authorities and to keep the Landlord indemnified against non-payment or non-observance thereof

4.5. Telecommunications

4.5.1 To pay for all telephone and telecommunication facilities used by the Tenant on the Property and all standing and other charges applicable thereto and to keep the Landlord indemnified against non-payment or non-observance thereof

4.6 Structure and Maintenance

4.6.1 To maintain all equipment brought into the Property and to carry out appropriate periodic testing and keep written records of the same

4.7 Yield Up

At the expiration of the Term to yield up the Property with vacant possession decorated and repaired in accordance with and in the condition required by the terms of this Lease having first replaced any Landlord's fixtures and fittings which may be missing or damaged (fair wear and tear excluded) with others of a similar kind and quality and to give up all keys of the Property to the Landlord and to remove all lettering and signs erected by the Tenant and any Tenant's fixtures or fittings in upon or near the Property and forthwith to make good any damage caused by such removal.

4.8 Access of Landlord and Notice to Repair

Where the same cannot be otherwise undertaken to permit the Landlord and the Landlord's Surveyor at all reasonable times upon serving the Requisite Notice on the Tenant to enter upon and where necessary remain on the Property with all necessary tools and equipment:-

4.8.1 to view the state of repair and condition thereof to take inventories and to ascertain whether the covenants and conditions of this Lease have been observed and performed and for the Landlord to carry out appropriate repairs in accordance with the Landlords covenant to repair To inspect maintain repair clean alter renew or develop any adjoining or neighbouring property

4.8.2 To carry out work or to do anything whatsoever comprised within the Landlord's obligations in this Lease

4.8.3 To inspect and measure the Property for all purposes related to or connected with this Lease including any pending or intended step under the Landlord and Tenant Act 1954, Part II

In each case the Landlord making good as soon as reasonably practicable and to the Tenant's reasonable satisfaction any damage thereby caused

4.9 Alterations and Additions

4.9.1 Subject to the provisions of clause 4.9.2, not to:-

4.9.1.1 erect or place any new or additional building or structure on the Property

4.9.1.2 make any alteration to the external appearance of the Property

4.9.1.3 make any alteration or addition to the Service Media in or serving the Property nor to connect any apparatus thereto which might endanger or overload the same

4.9.1.4 make any structural alterations additions or improvements to the Property

4.9.1.5 make any non-structural alterations additions or improvements to the Property without the consent of the Landlord such consent not to be unreasonably withheld or delayed PROVIDED ALWAYS that the Landlord may require the Tenant to supply plans and specifications in duplicate and any licence authorising any such alterations or improvements may impose obligations on the Tenant to carry out the work and to restore the Property to their original condition upon the expiry of the Term. The Tenant must enter into any covenants the Landlord required as to the execution and re-instatement of the alterations

4.10 User

4.10.1 The Property shall be used for the Permitted Use only and not for the sale or consumption either on or off the Property of intoxicating liquors and not without the previous consent in writing of the Landlord for any purpose other than the Permitted Use the Tenant takes the property subject to any risks arising as regards the Use of the Property including the enforcement of any restrictive covenant as to the Use allowed under this lease

4.10.2 Where the Landlord gives consent for a change of use under this paragraph such change of use shall thereafter be deemed to be the

Permitted User and the definition in Clause 1 shall be read and construed accordingly

4.11 Regulations

To observe and perform the regulations set out in the Third Schedule and any further reasonable conditions regulations rules and directions as the Landlord may from time to time notify to the tenant in writing to govern the mode of use or for the better management and administration of the Property.

4.12 Insurance

4.12.1 To insure the Tenants contents at the Property

4.12.2 To keep the Premises supplied with such fire fighting equipment as is necessary to comply with the Regulatory Reform (Fire Safety) Order 2005 and as the insurers require maintaining the equipment as required

4.12.3 not to store on the Premises or bring onto them any dangerous substances as defined by the Regulatory Reform (Fire Safety) Order 2005.

4.12.4 not to obstruct the access to any fire equipment or the means of escape from the Premises or lock any fire door while the Premises are occupied.

4.12.5 to immediately give notice to the Landlord of anything that might affect any insurance policy effected in accordance with this Lease, and of any destruction of or damage to the Premises, whether or not caused by one or more of the Insured Risks.

4.12.6 To produce to the Landlord on demand every insurance policy effected in accordance with this Lease and the receipt for the then current year's premium and if so required must supply the Landlord with a copy of every such policy

4.13 Statutory Requirements

4.13.1 To the extent that compliance is not the obligation of the Landlord pursuant to the terms of this Lease and subject to clause 4.14.2 at the Tenant's own expense to execute all works and provide and maintain all arrangements upon or in respect of the Tenant's use of the Property that are required (whether by the lessor the lessee or the occupier) in order to comply with the requirements of any statute (already or in the future to be passed) or any government department local authority other public or competent authority or court of competent jurisdiction

4.13.2 Without prejudice to the generality of the foregoing to comply in all respects with the provisions of any statutes and any other obligations

imposed by law or any byelaws applicable to the Property or in regard to the health safety and welfare of the persons using or employed in the Property and otherwise in regard to carrying on the trade or business for the time being carried on by the Tenant on the Property.

4.13.3 Not to do in or near the Property any act or thing by reason of which the Landlord may under any enactment incur have imposed upon it or become liable to pay any penalty damages compensation costs charges or expenses

4.14 Planning Acts

4.14.1 Not to do or omit to do anything on or in connection with the Property which would be a contravention of the Planning Acts or of any notice order licence consent permission or condition (if any) served made granted or imposed thereunder

4.14.2 Not without the prior consent of the Landlord (such consent not to be unreasonably withheld or delayed) to apply for or implement any planning permission or established use certificate or serve any notice under the Planning Acts relating to the Property and where consent is given to supply to the Landlord a copy of any such application or notice together with such plans and other documents which the Landlord may reasonably require and any planning permission or established use certificate granted to the Tenant

4.14.3 To pay and satisfy any reasonable and proper charge that may be imposed upon any breach by the Tenant or planning control or otherwise under the Planning Acts

4.14.4 Unless the Landlord otherwise in writing directs to carry out before the expiration of the Term:-

Any works stipulated to be carried out to the Property as a condition of any planning permission which may have been granted to the Tenant during the Term.

4.15 Notices

To give full particulars to the Landlord of any notice direction order or proposal for the same made given or issued to the Tenant by any local or public authority within seven days of receipt and if so required by the Landlord to produce it to the Landlord and without delay to take all necessary steps to comply with the notice direction or order and at the written request of the Landlord but at the cost of the Tenant to make or join with the Landlord in making such objection or representation against or in respect of any proposals for a notice direction or order as the Landlord acting reasonably shall deem expedient.

4.16 Alienation

- 4.16.1 Not to assign sublet charge hold on trust for another part with or share possession or occupation of part only of the Property
- 4.16.2 Not to hold on trust for another part with or share the possession or occupation of the whole of the Property
- 4.16.3 Not to assign sublet or charge the whole of the Property

4.17 Reletting Boards and Sale of Reversion

Upon receipt of the Requisite Notice to permit the Landlord to enter upon the Property and affix and retain upon any part of the Property

- 4.17.1 during the last six months of the Term (or sooner if the rents or any part thereof shall be in arrear and unpaid for upwards of one calendar month) a notice for re-letting or sale of the same provided such notice makes it clear that the business carried out by the Tenant at the Property is unaffected : and
- 4.17.2 at any time a notice for sale of the Landlord's reversionary interest and during such period to permit persons with written authority of the Landlord or its agent at reasonable times of the day to view the Property and upon such viewings being accompanied by the Landlord their Surveyors or agent

4.18 Encroachments

Not to stop up darken or obstruct any windows lights or openings on or belongings to the Property and not knowingly to permit any encroachment upon the Property or the acquisition of any new right to light passage drainage or other easement on over or under the Property and to give notice to the Landlord upon becoming aware of the same of any threat of such encroachment or acquisition and at the Landlord's reasonable request and at the Landlords reasonable and proper expense to take proper action to prevent such encroachment or acquisition PROVIDED THAT if the Tenant shall not take such proper action the Landlord may enter the Property and take the same

4.19 Defective Property

Regularly to inspect the Property and as soon as reasonably practicable after becoming aware of the same to notify the Landlord of any defect in or damage to the Property:-

1. which might give rise to an obligation on the Landlord to do or refrain

- from doing any act or thing in order to comply with the provisions of this Lease or the duty of care imposed on the Landlord pursuant to the Defective Property Act 1972 or otherwise; or
2. for which the Landlord may be primarily or wholly responsible under the terms of this Lease or any Act of Parliament; or
 3. which might be caused by an Insured Risk and at all times to display and maintain all notices in respect of such defect or damage which the Landlord or its insurers may from time to time reasonable require to be displayed at the Property

4.20 Landlord's Costs and Expenses

Without prejudice to the generality of the above to pay to the Landlord on an indemnity basis all reasonable and proper costs fees charges disbursements and expenses (including without limitation those payable to 'Counsel' Solicitors surveyors and bailiffs) properly and reasonably incurred by the Landlord:-

4.20.1 in connection with or incidental to every application made by the Tenant for a consent or licence required or made necessary by the provisions of this Lease whether the same be granted or refused or proffered subject to any qualification or condition or whether the application be withdrawn

4.20.2 in connection with or incidental to any proceedings relating to the Property under the Law of Property Act 1925, ss 146 or 147 or the preparation and service of any notice thereunder (whether or not a notice served under the said S146 is complied with by the Tenant and notwithstanding forfeiture is avoided otherwise than by relief granted by the Court) in

4.20.3 In connection with or procuring the remedying of any breach of covenant on the part of the Tenant contained in this Lease including recovery of arrears of rents

4.21 Indemnities

4.21.1 To indemnify and keep indemnified the Landlord against:

- (a) all claims for damages losses expenses actions demands compensation and costs made against or suffered or incurred by the Landlord arising directly or indirectly out of any act omission or negligence of the Tenant or its servants or agents;
- (b) any breach or non-observance by the Tenant of the covenants conditions or other provisions of this lease or any of the matters to which this demise is subject;
- (c) any financial assistance obtained by or on behalf of the Tenant terms and conditions thereto including clawback provisions relating to funding sought or to be sought in respect of the Property

- (d) the use state repair or condition of the Property or any works carried out at any time during the Term;
- (e) any act activity neglect or default by the Tenant or by their respective servants or agents or by any persons on the Property
- (f) any injury or loss to any person death or any damage occasioned to property in or on the Property; or
- (g) any notice served by the local authority or other statutory body

- 2 To effect an insurance policy with a company to be approved by the Landlord to cover the risks in Clause 4.22.1 as a result of the user of the Tenant of the Property to the extent of not less than **FIVE MILLION POUNDS** in respect of any one claim and to renew such policy premium during the currency of this demise and to produce such policy and the receipts for the premiums to the Landlord on demand

Restrictive Covenants

To perform and observe the covenants and conditions (if any) affecting the freehold estate in the Property and to indemnify and keep indemnified the Landlord against all actions claims demands liabilities (including reasonable and proper costs and expenses) arising directly or indirectly out of any breach thereof

LANDLORD'S COVENANTS

- To maintain the Property to a reasonable standard To insure the property to an amount equal to the full reinstatement value of the premises
- To keep the Property insured for an amount equal to the full reinstatement cost of the Property
- To permit the Tenant peaceably and quietly to hold and enjoy the property without any lawful interruption or disturbance from or by the Landlord or any person claiming under or in trust for it

NOTICES

entry

Notwithstanding and without prejudice to any other remedies and powers herein contained or otherwise available to the Landlord if and whenever during the Term:-

5.1.1 the rents or any of them or any part thereof are unpaid for 21 days after becoming payable (formally demanded or not); or

5.1.2 any covenant or obligation on the Tenant's part or condition contained herein is not performed or observed; or

5.1.3 The Tenant being a Company:-

1. goes into liquidation whether compulsory or voluntary (save for the purpose of reconstruction or amalgamation or a solvent company forthwith carried into effect); or
2. is deemed unable to pay its debts as defined in the Insolvency Act 1986, S123; or
3. has a receiver manager or administrative receiver or provisional liquidator or administrator appointed; or
4. makes or suffers to be made a proposal for a voluntary arrangement under the Insolvency Act 1986, Part 1 or for a compromise or arrangement under the Companies Act 1985, S425 in relation to it; or
5. presents or suffers to be presented a petition for an administration order in relation to it; or
6. is removed from the Register of Companies

5.1.4 The Tenant being an individual or being more than one individual any one of them has a bankruptcy order made against him

1. presents or has presented to the court a bankruptcy petition or is in circumstances a bankruptcy on could be presented under the Insolvency Act 1986, Part IX; or
2. makes or suffers to be made a proposal for a voluntary arrangement or an application for an interim order under the Insolvency Act 1986; or
3. has a receiver appointed under the Mental Health Act 1983; or

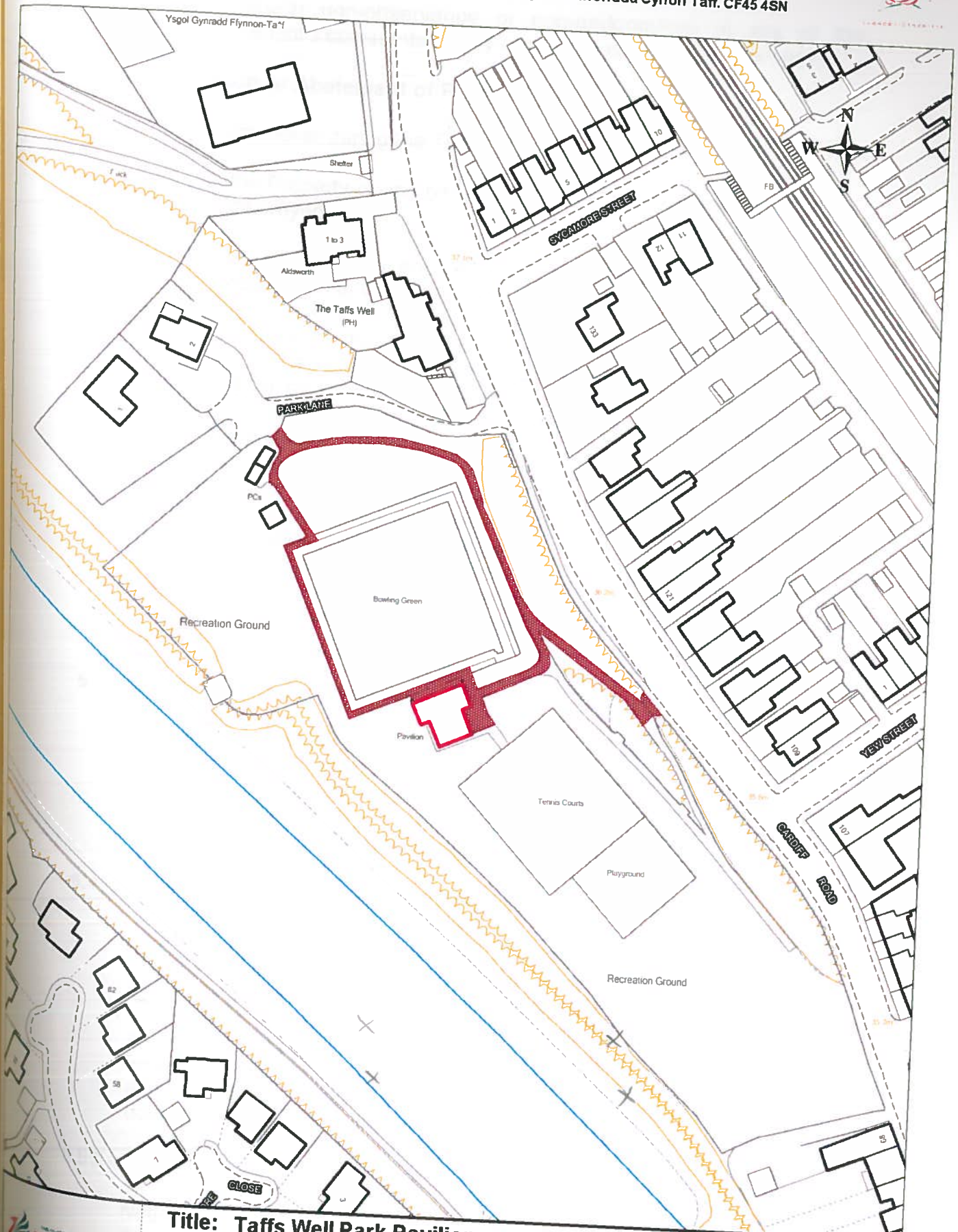
5.1.5 The Tenant or if there is more than one tenant any of them shall:

1. enter into an arrangement or composition with or for the benefit of his or its or their creditors; or
2. suffers any distress or execution to be levied on his its or their goods then and in any such case it shall be lawful for the Landlord at any time thereafter to re-enter upon the Property or any part thereof in the name of the whole and thereupon the Term shall absolutely determine but without prejudice to any right of action or remedy of the Landlord in respect of any



CORPORATE ESTATES

Valleys Innovation Centre. Navigation Park, Abercynon. Rhondda Cynon Taff. CF45 4SN



Title: Taffs Well Park Pavilion

Comments:

Scale: 1:1250

Location: 311981E
183635N

Date: 22/04/2015



breach non-observance or non-performance of any of the Tenant's covenants or any conditions contained in this Lease

5.2 Suspension or Abatement of Rent

5.2.1 If and whenever during the Term;

1. the Property or any part thereof are at any time during the Term destroyed or
2. so damaged by any of the Insured Risks as to be unfit for occupation or use; and

5.2.2 The insurance of the Property has not been vitiated by the act or omission of the Tenant or its subtenants or any person at the Property expressly or by implication with the Tenant's authority and under his control the Rent or a fair and just proportion thereof according to the nature and extent of the damage sustained shall from the date of such damage or destruction be suspended and cease to be payable until the Property or the damaged part have been reinstated and made fit for occupation and use by the Tenant and any dispute concerning this provision shall be determined by a single arbitrator in accordance with the provisions of the Arbitration Act 1996 appointed in the absence of agreement by the President for the time being the Royal Institution of Chartered Surveyors *(or its successors) on the application of either party

5.3 Exclusion of Implied Rights

Nothing herein contained operates expressly or impliedly to confer upon or grant to the Tenant any easement right privilege liberty or advantage other than those expressly granted by this Lease and the Tenant shall not during the Term acquire or become entitled to any new or additional rights or easements over any Neighbouring Property

5.4 No Restriction on Neighbouring Property

Nothing herein contained or implied imposes or is deemed to impose any restriction on the use of any neighbouring or adjoining property or gives the Tenant the benefit of or the right to enforce or to have enforced or to prevent the release or modification of any covenant agreement or condition entered into by any purchaser from or by any lessee or occupier of the Landlord in respect of any neighbouring or adjoining property foresaid or to prevent or restrict in any way the development of any neighbouring or adjoining property.

5.5 Exclusion of Use Warranty

Nothing in this Lease or in any consent granted by the Landlord under this Lease or in any statement or representation made by or in any

statement or representation made by or on behalf of the Landlord implies or constitutes a warranty that the Property may be used for the purpose herein authorised (or any purpose subsequently authorised) under the Planning Acts

5.6 Representations

The Tenant acknowledges that this Lease has not been entered into in reliance wholly or partly on any statement or representation made by or on behalf of the Landlord except such statement or representation that is expressly set out in this Lease and any correspondence including the replies to Commercial Property Standard Enquiries passing between the Landlords Solicitors and Tenants Solicitors.

5.7 Action by Distress

If the Tenant makes default in making payment to the Landlord of any monies becoming payable by the Tenant to the Landlord pursuant to any of the Tenant's covenants contained in this Lease the amount owing may be recovered by the Landlord by action or distress as if the same formed part of the Rent payable hereunder or as liquidated damages

5.8 Service of Notices

The provisions of the Law of Property Act 1925, s196 as amended by the Recorded Delivery Service Act 1962 apply to all notices and documents to be served or given under or in connection with this Lease except that any notice given to the Landlord if a corporation shall be sent by registered post to the registered office of the time being of the Landlord.

5.9 Exclusion of Sections 24-28 1954 Act

5.9.1 On ^{26th} day of ^{AUGUST} 2015 the Landlord served notice on the Tenant pursuant to the provisions of the 1954 Act Section 38A(3) as inserted by Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 and on ^{6th September} 2015 the Tenant or a person duly authorised by the Tenant in relation to the notice made a Statutory Declaration pursuant to Schedule 2 of the Regulatory (Business Tenancies)(England and Wales) Order 2003

5.9.2 Pursuant to the provisions of the 1954 Act Section 38(A)(1) as inserted by the Regulatory Reform (Business Tenancies)(England and Wales) Order 2003 the parties agree that the provisions of the 1954 Act Sections 24-28 inclusive are to be excluded in relation to the tenancy created by this Lease

5.10 Exclusion of Compensation

Subject to the provisions of the Landlord and Tenant Act 1954, s 38 neither the Tenant nor any assignee or under-tenant shall be entitled to any compensation under S37 of that Act upon quitting the Property or any part of them

1 Tenant Break

5.11.1 Subject always to clause 5.11.2 the Tenant may terminate this lease on the Break Date by serving a Break Notice on the Landlord specifying the Break Date

5.11.2 A Break Notice served by the Tenant shall be of no effect if, at the Break Date:

- a) the Tenant has not paid any part of the Rent or any VAT in respect of it, which was due and demanded in writing no less 21 days before the Break Date: or
- b) the Tenant or any occupier or third party has not given up occupation of the Property.
- c) The Tenant has substantially breached any of its covenants under this lease

5.11.3 Subject to clause 6.11.2 following service of a Break Notice this lease shall terminate on the Break Date without prejudice to any right or remedy that either party may have in relation to any earlier breach of this lease.

5.11.4 If this lease terminates in accordance with clause 6.11.3 then within 14 days of the Break Date the Landlord shall refund to the Tenant the proportion of the Rent and any VAT paid in respect of it for the period from and including the Break Date up to and excluding the next rent payment date calculated on a daily basis

2 Landlord Break

The Landlord shall be entitled to terminate this lease on the Break Date by serving a Break Notice on the Tenant specifying the Break Date.

3 Stamp Duty Land Tax Certificate

The parties hereby certify that there is no agreement for lease to which the Lease gives effect

THIS DEED has today been executed by the parties

EXECUTED AS A DEED BY:
The Friends of Taffs Well Park
and Thermal Spring
Acting by two trustees:

Trustee Jill Bonetto
In the presence of

Witness signature

Witness name

Witness address

Witness occupation

Trustee Lynne Thomas

In the presence of

Witness signature

Witness name

Witness address

Witness occupation

x J. Bonetto x
x [Signature] x
x J For Jenkins x
x 6 Ty Bryncoch x
x Glamorgan Gwent Gwent
CF15 7QS
x Retired x
x Thomas x
x [Signature] x
x NICOLA CHARLESWORTH x
x 27 BRIN ABER x
x ABERTRIDWR x
x CAERPHILLY CF83 4EY x
x NURSERY ASSISTANT x

THE FIRST SCHEDULE (Rights granted to Tenant)

The Tenant enjoys the following rights in common with the Landlord and others having the like right:-

The right to the free passage and running (subject to temporary interruption for the repair alteration or replacement) of water soil gas electricity telephone and communications and other services and effluvia to and from the Property in and through the Services Media that now or at anytime during the Term serve the Property laid in or through any Neighbouring Property

The right of light air support protection shelter and all other easements and rights at the date for this Lease belonging to or enjoyed by the Property.

The right to display and maintain at all times in the internal parts of the building a suitable sign of a size and kind first approved in writing by the Landlord (such approval not to be unreasonably withheld or delayed) showing the Tenant's trading name and nature of its business

pedestrian right of way during the opening hours of Taffs Well Park along the pathways coloured brown on the Plan

THE SECOND SCHEDULE (Exceptions and Reservations)

The right to enter upon the Property on giving Requisite Notice to the Landlord (Except as otherwise provided in this Lease) for all or any of the purposes mentioned in this Lease

The right to erect or execute or to consent hereafter to any person erecting or executing any new building or works upon or to later or to build any part of any Neighbouring Property and to use or deal with the same in such manner as the Landlord thinks fit notwithstanding that the access of light and air to the Property may thereby be obstructed or diminished

The free passage and running water, soil, gas, electricity, telephone communications and other services and effluvia to and from any Neighbouring Property and through any Service Media that now may or hereafter during the Term be in through or upon or under the Property

4. The right to create any easement or install and maintain any Service Media in over or under the Property for the benefit of any Neighbouring Property
5. the right to erect scaffolding for the purposes of inspecting maintain, repairing, cleaning or renewing any buildings or structures now or during the Term on any Neighbouring Property notwithstanding that such scaffolding may temporally restrict the access to or enjoyment and use of the Property
6. The right of light, air, shelter, support, protection and all other easements now or hereafter during the Term belonging to or enjoyed by any Neighbouring Property
7. Mines and minerals in under or upon the Property or any part of the Property together with the right of working and carrying away the same
8. the right to enter with the Surveyor and the third party determining the Rent under any provisions for rent review contained in this Lease at any time to inspect the Property for all purposes connected with any pending or intended step under the 1954 Act.

THIRD SCHEDULE (Regulations)

General Regulations

1. Nuisance

Not to do or bring in or upon the Property anything which may be or become an actionable nuisance or cause a nuisance annoyance disturbance inconvenience injury or damage to the landlord or the owners or occupiers or any neighbouring or adjoining property

2. Offensive and Prohibited Uses

Not to use the Property for:-

2.1 a sale by auction

2.2 any dangerous noxious noisy or offensive trade or business

2.3 any illegal or immoral act or purpose

2.4 residential purposes

2.5 the sale of intoxicating liquor

2.6 a club or betting office

2.7 public or political or religious meetings or purposes

3. Service Media

To keep all Service Media and sanitary and water apparatus exclusively serving the Property or any other property protected from frost and free from obstruction and not to discharge into any of the Service media and apparatus any oil grease or other deleterious material or substance which may be or become a source of danger or injury to the Service Media and apparatus

4. Noise and Vibration

Not to install or use in or upon the Property any machinery or apparatus which causes noise or vibration or which can be heard or felt in any neighbouring or adjoining property or outside the Property as would constitute an actionable nuisance or which may cause structural damage

5. Substances

Not to deposit treat keep or dispose of on the Property any waste pollutant contaminant or any substance or article of a toxic dangerous hazardous or noxious or offensive nature and to procure that at all times the Property are kept free of contamination from such substances or articles

6. Overloading

Not to overload floors or the electrical installations or the Service Media or other services of or to the Property not suspend any excessive weight from the ceilings walls stanchions or the structure thereof

7. Security

To keep the Property secure by locking all windows and doors therein outside normal working hours **AND** not to leave the Property unoccupied for more than one month without first notifying the Landlord and providing such security and caretaking arrangements as the Landlord and its insurers shall reasonably require

8. Refusal Disposal

Not to permit any refuse rubbish or scrap remain upon the Property other than in proper receptacles and to remove all which may have accumulated on the Property at least once in every week and not to bring or keep upon any exposed part of the Property anything which may be untidy unclean unsightly or in any way detrimental to the amenity of the neighbourhood.

9. Masts and Wires

Not without the previous consent of the Landlord (such consent not be unreasonably withheld or delayed) to erect on the exterior of the Property any poles masts wires or other apparatus (whether in connection with wireless televisions or otherwise)

Other Regulations

1. Control of Emissions

Not to cause or permit any grit smoke steam or noxious or offensive effluvia or smell to be emitted through any apparatus on the Property without using the best possible means of preventing or counteracting such emission

2. Noise

Not to play or use any loudspeakers television sets tape recorders or other equipment or apparatus in a manner so as to be audible outside the Property

3. Articles outside Property

Not to place any goods materials articles or things for display or sale or any other purpose outside the Property

4. Lights

Not to display any flashing lights in the Property that can be seen from outside the Property

5. Display

To keep such parts of the interior of the Property as are visible from outside attractively laid out and furnished

6. Signs and Advertisements

Not to place or display on the exterior of the Property or on the windows or inside the Property so as to be visible from outside any name writing sign placard poster sticker or advertisement other than trade placards posters or advertisements necessary or usual for the Tenant's business

7. Liaison

- 7.1 The tenant will seek to foster a positive and cooperative working arrangement with both the Landlord and Taffs Well and District

Bowls Club in particular the Tenant will agree a timetable for use of the premises by the Bowls Club

2 The Tenant will arrange to meet regularly with the Council in order to discuss respective programmes and other matters of mutual interest.

3 In the event of any issues arising between the Tenant and the representatives of the Taffs Well and District Bowls Club then the Landlords Green Spaces Manager (South) shall arbitrate the matter and his /her decision shall be a final determination in relation to the same

FOURTH SCHEDULE **(Rent and Rent Review Provisions)**

Schedule:-

"Review Date" means the 12th day of October in the year 2018 and in every third year thereafter and the penultimate day of the Term

"Review Period" means the period starting with the last Review Date up to the end of the Term

The Rent shall be:-

Until the first Review Date the sum of **ONE THOUSAND POUNDS (£1,000.00)** per annum

During each successive Review Period a rent equal to the rent previously payable hereunder or such revised rent as may be ascertained as herein provided, whichever be the greater

The revised rent shall be in proportion to the increase in the Consumer Price Index (or any replacement Index) as at the date of this lease to the date of the first and any subsequent Review Date