

Cuckfield Parish Council
and
Cuckfield Museum CIO

LEASE of part of
Queens Hall, High Street, Cuckfield, West Sussex



Aberdeen House
South Road
Haywards Heath
West Sussex
RH16 4NG
Email: rpatman@rohansolicitors.co.uk

LR1. Date of lease

2020

LR2. Title number(s)

LR2.1 Landlord's title number(s)

WSX871387

LR2.2 Other title numbers

None

LR3. Parties to this lease

Landlord

Cuckfield Parish Council

Queens Hall, High Street, Cuckfield, West Sussex RH17 5EL

Tenant

Cuckfield Museum CIO

Queens Hall, High Street, Cuckfield, West Sussex RH17 5EL

Other parties

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 to this lease.

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.

None.

LR5.2 This lease is made under, or by reference to, provisions of:

None.

LR6. Term for which the Property is leased

The term as specified in this lease at clause 2 in the definition of "Contractual Term".

LR7. Premium

a peppercorn

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

The easements granted in the Second Schedule to this lease.

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

The easements reserved in the Third Schedule to this lease.

LR12. Estate rentcharge burdening the Property

None.

LR13. Application for standard form of restriction

None

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.]

[The Tenant is more than one person. They are to hold the Property on trust for themselves as tenants in common in equal shares.]

[The Tenant is more than one person. They are to hold the Property on trust [COMPLETE AS NECESSARY.]]

Parties

- (1) Cuckfield Parish Council of Queens Hall, High Street, Cuckfield, West Sussex RH17 5EL (**Landlord**)
- (2) Cuckfield Museum CIO of Queens Hall, High Street, Cuckfield, West Sussex RH17 5EL (**Tenant**)

Agreed terms

1. Interpretation

The following definitions and rules of interpretation apply in this contract.

1.1 Definitions:

Break Date: 1 April 2025 and every fifth anniversary of this date.

Break Notice: written notice to terminate this lease on the Break Date specifying the Break Date and served in accordance with clause 6.

Landlord shall include the person or persons for the time being entitled to the reversion immediately expectant upon the determination of the term hereby created

Tenant shall (but without prejudice to the application and operation of section 79 of The Law of Property Act 1925) include the person or persons in whom the term hereby created is from time to time vested

Premises shall mean the property described in the First Schedule hereto or such other premises as established under 6(6), together with all services additions and improvements at any time and from time to time made thereto and all fixtures of every kind which shall from time to time be in or upon the said property (whether originally affixed or fastened to or upon the same or otherwise) except such tenants fixtures as can be removed from the said property without defacing the same

Rent shall mean a peppercorn if demanded.

- 1.2 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.
- 1.4 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.

- 1.5 A reference to writing or written includes fax but not email.
- 1.6 Except where a contrary intention appears, a reference to a clause or Schedule is a reference to a clause of or Schedule to this contract.
- 1.7 Unless the context otherwise requires, references to clauses and Schedules are to the clauses and Schedules of this contract and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.8 Clause, Schedule and paragraph headings shall not affect the interpretation of this contract.
- 1.9 The Schedules form part of this contract and shall have effect as if set out in full in the body of this contract. Any reference to this contract includes the Schedules.
- 1.10 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall 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 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
2. The Landlord hereby demises unto the Tenant the Premises TOGETHER with (in common with the Landlord and other persons authorised by the Landlord and all other persons entitled hereto and subject to the exceptions reservations and provisions hereinafter contained) the rights and privileges set out in the Second Schedule hereto EXCEPT AND RESERVING AND SUBJECT to the exceptions and reservations set out in the Third Schedule hereto TO HOLD the same unto the Tenant from the 1st day of April 2020 for the term of 25 years determinable nevertheless as hereinafter provided YIELDING AND PAYING therefore unto the Landlord during the said term the Rent to be paid by Bankers Order without any deduction by equal quarterly payments in advance on the usual quarter days in every year the first of such quarterly payments (or the appropriate proportion) to be made on the signing hereof
3. The Tenant hereby covenants with the Landlord as follows:-
 - 3.1 To pay the Rent and other moneys hereinbefore reserved at the times and in the manner aforesaid without any deduction save as aforesaid
 - 3.2 To pay and make good to the Landlord all and every loss and damage whatsoever incurred or sustained by the Landlord as a consequence of every breach or non-observance of the Tenant's covenants herein contained and to indemnify the Landlord from and against all actions claims liability costs and expenses thereby arising
 - 3.3 To pay to the Landlord all costs charges and expenses including legal costs and charges payable to a surveyor or other agent which may be incurred by the Landlord:

- 3.3.1 in or in contemplation of any application to any planning authority or any application to the Landlord for any consent pursuant to the covenants herein contained including legal costs and such beforementioned surveyors' fees as shall have accrued when any licence or consent is refused or any application is withdrawn
 - 3.3.2 in connection with the recovery of arrears of Rent
 - 3.3.3 of or incidental to the preparation and service of a notice under Section 146 and 147 of The Law of Property Act 1925 notwithstanding forfeiture is avoided otherwise than by relief granted by the Court or to the preparation of and negotiations consequent upon a schedule of dilapidations served at or after the end or sooner termination of the term hereby granted
 - 3.3.4 of and incidental to the preparation and service of any notices by either party on the other under Part II of the Landlord and Tenant Act 1954 and all negotiations subsequent thereto and all proceedings thereunder
- AND to keep the Landlord fully and effectually indemnified against all costs proceedings expenses claims and demands whatsoever in respect of the said applications consents notices negotiations and proceedings.
- 3.3.5 Once in every three years of the said term and in the last year thereof (whether determined by effluxion of time or in any other way) to paint in a proper and workmanlike manner all the inside woodwork usually painted of the Premises with two coats of good paint of a colour to be approved by the Landlord and also with very such internal painting to paper and otherwise decorate in a proper and workmanlike manner all such internal parts of the Premises as have been or ought to be so treated
 - 3.3.6 to maintain the Landlord's fixtures and fittings in good and tenantable repair and condition
- 3.4 At all times during the said term to observe and comply in all respects with the provisions and requirements of any and every enactment byelaw and statute so far as they relate to or affect the Premises or the user thereof and to execute all works and provide and maintain all arrangements which may and thereby be lawfully directed or required to be executed provided and maintained at any time during the said term upon or in respect of the Premises or in respect of any such user thereof whether by the Landlord or Tenant thereof and to indemnify the Landlord at all times against all costs charges and expenses of or incidental to the execution of any works or the provision or maintenance of any arrangements so lawfully directed or required as aforesaid and not at any time during the said term to do or omit or suffer to be done or omitted on or about the Premises any act or thing by reason of which the Landlord may under any such enactment incur or have imposed upon the Landlord or become liable to pay any penalty compensation costs charges or expenses
- 3.4.1 To comply forthwith at the Tenant's own expense with an notice lawfully served by any local or public authority upon either the Landlord or the Tenant with respect to the Premises and similarly to comply with all statutory requirements for and to

keep the Landlord fully indemnified against all proceedings costs expenses claims and demands in respect thereof

- 3.4.2 Forthwith to deliver to the Landlord a copy of any notice served upon the Tenant or on any sub-tenant and of any order or proposed order affecting the Premises and to take all reasonable steps to comply with such notice and also at the request and cost of the Landlord to make or join with the Landlord in making such objections representations or appeals in respect thereof as the Landlord may reasonably require
- 3.5 To permit the Landlord and the Landlord's workmen and others authorised by the Landlord at all reasonable times during the said term and upon reasonable prior notice (save in an emergency) to enter into and upon the Premises for the purpose of examining the state and condition thereof and of ascertaining whether the covenants on the part of the Tenant herein contained are being duly observed and performed and the Tenant will make good all defects of which notice in writing shall be given by the Landlord to the Tenant and for which the Tenant may be liable hereunder and if the Tenant shall not within one calendar month after such notice proceed diligently with the execution of the same then it shall be lawful for the Landlord (but without prejudice to the right of re-entry hereinafter contained or to any other right or remedy of the Landlord) to enter upon the Premises with any others necessary to deal with the same at the expense of the Tenant in accordance with the covenants herein contained and the costs and expenses thereof shall be a debt due from the Tenant to the Landlord and be forthwith recoverable by action notwithstanding that the carrying out of such matters in a reasonable and proper manner may cause temporary obstruction annoyance or inconvenience to the Tenant or other occupiers
- 3.6 To permit the Landlord and the Landlord's agents and other persons authorised by the Landlord with all necessary workman and appliances at all reasonable times and upon reasonable prior notice (except in emergency) to enter upon the Premises to execute repairs or alterations on any adjoining premises now or at any time hereafter belonging to the Landlord all damage to the Premises thereby occasioned being made good by the Landlord
- 3.7 To be responsible for and to indemnify the Landlord against all damage occasioned to the Premises or any other part of the building or any adjacent or neighbouring premises or to any person caused by any act default or negligence of the Tenant or the servants agents licensees or invitees of the Tenant
- 3.8 At all times during the said term to observe and perform the regulations specified in the Fourth Schedule hereto
- 3.9 To observe and perform all reasonable requirements made by the Landlord for the proper management of the building of which the Premises form part and other appurtenant areas and notified in writing by the Landlord to the Tenant from time to time
- 3.10 Not at any time to make or suffer to be made to the Premises any alterations or additions either internally or externally or to cut or injure any of the outside or inside walls floors or joists

- 3.10.1 Not without the written consent of the Landlord first obtained to display on the exterior or in the interior or notice board of the Premises any advertisement
 - 3.11 Not to use the Premises other than as a Museum
 - 3.12 Not at any time during the said term to assign or underlet the whole or any part of the Premises
 - 3.13 Not to do or permit to be done anything whereby the policy or policies of insurance on the property of which the Premises form part may become void or voidable or whereby the rate of premium thereon may be increased and to repay to the Landlord all sums paid by way of increased premiums and all expenses incurred by it either as a result of a breach of this covenant or as a result of the occupation by the Cuckfield Museum Trust of the Premises
 - 3.14 To yield up the Premises with the fixtures and additions thereof at the determination of the tenancy howsoever in accordance in all respects with full and due performance of the covenants on the part of the Tenant hereinbefore contained
 - 3.15 To insure against third party liability and accidental damage in the joint names of the Landlord and the Tenant with some reputable insurance office to be approved by the Landlord
4. THE Tenant paying the Rent hereby reserved and performing and observing the covenants on the Tenant's part herein contained the Landlord hereby covenants with the Tenant as follows:
- 4.1 That the Tenant may peaceably hold and enjoy the Premises during the said term without any interruption by the Landlord or any person or persons lawfully claiming through under or in trust for the Landlord
 - 4.2 Save where the Tenant is liable at all times during the said term when and as often as need shall require well and substantially to maintain repair cleanse support decorate and uphold and from time to time when necessary to rebuild all present and future buildings fences and yard areas of which the Premises form part (damage by any of the insured risks excepted)
 - 4.3 At all times satisfactorily to deal with the repairing maintaining rebuilding lighting and cleansing of all hallways staircases sewers drains wires pipes and structures which may belong to or be used for the Premises in common with the remainder of Queens Hall
 - 4.4 At all times during the said term to insure and keep insured the buildings of which the Premises form part against loss or damage by the usual insurable risks in the full replacement value thereof
 - 4.5 To apply all monies to be received on account of any such insurances as aforesaid in making good from time to time all loss or damage to the Premises brought about by insured risk

- 4.6 To pay all Rates of the Premises and to supply heat and light for the Premises
5. PROVIDED ALWAYS and it is hereby agreed and declared as follows:
- 5.1 If and whenever the Rent hereby reserved or any part thereof shall be in arrears and unpaid for twenty-one days after the same shall have become due (whether the same shall have been legally demanded or not) or if the Tenant shall at any time fail or neglect to perform or observe any of the covenants conditions or agreements herein contained and on the part of the Tenant to be performed or observed then and in any such case and thenceforth it shall be lawful for the Landlord or any person or persons duly authorised by the Landlord in that behalf to re-enter into and upon the Premises or any part thereof in the name of the whole and thereupon the term hereby created shall absolutely determine but without prejudice to any right of action or remedy of the Landlord in respect of any antecedent breach of any of the covenants by the Tenant hereinbefore contained
- 5.2 This demise shall not confer upon or be deemed to include (by implication or otherwise) in favour of the Tenant any right of light or air liberties privileges easements or advantages (except such as may be specifically granted in this Lease) in through over and upon any other part of Queens Hall save as expressly granted
- 5.3 If the Premises or any part thereof shall at any time during the said term be destroyed or so damaged by fire as to be unfit for occupation or use then and in any such case unless the insurance of the Premises shall have been forfeited or payment of the said policy moneys or any part thereof refused by or in consequence of any act or default of the Tenant the Rent hereby reserved or a proportion thereof according to the nature and extent of the damage sustained shall from the date of such damage or destruction and until the demised premises shall have been rebuilt or reinstated and made fit for occupation be suspended and cease to be payable and any dispute concerning this provision shall be determined by a single arbitrator in accordance with the Arbitration Act 1950 or any statutory enactment in that behalf for the time being in force
- 5.4 The Landlord shall not be liable or responsible for any loss or injuries sustained by the Tenant or any invitee or licensee of the Tenant (either personally or to their property including the Premises) caused by (a) any neglect default or misconduct of any person employed by the Landlord or (b) the bursting or overflowing of or any defect in any pipes cisterns wiring or other apparatus
- 5.5 If the Landlord should at any time during the said term refurbish, rebuild or alter the Queen's Hall in such a manner that it impinges on the premises described in the First Schedule then the Rent hereby reserved or a proportion thereof according to the nature and extent of the impact of such work on the demised premises shall from the date of the work commencing and until the demised premises shall have been rebuilt and made fit for

occupation be suspended and cease to be payable and any dispute concerning this provision shall be determined by a single arbitrator in accordance with the Arbitration Act 1950 or any statutory re-enaction in that behalf for the time being in force

5.6 If the Landlord should in the process of refurbishment rebuilding or alterations to the Queen's Hall decide at its sole discretion to relocate the Museum from the demised premises described in the First Schedule in order to use more efficiently the overall space and structure of its property it will provide the Tenant with new premises equal in square footage to the premises described in the First Schedule hereto, ensure there is equal ease of access to the new premises and pay any costs involved in moving to the new premises with the intention of ensuring the continuation of the Museum within the terms of this lease

5.7 It is hereby agreed and declared that nothing in clauses 6(5) and 6(6) will diminish the right of either party to determine this lease in accordance with paragraph 7 hereof

6. Exercise of break

6.1 The Landlord may terminate this lease by serving a Break Notice on the Tenant at least one month before the Break Date.

6.2 The Tenant may terminate this lease by serving a Break Notice on the Landlord at least one month before the Break Date.

6.3 The right to serve a Break Notice is personal to the Landlord and the Tenant.

6.4 A Break Notice served by the Tenant shall be of no effect if, at any time prior to the Break Date, it has assigned or contracted to assign this lease.

6.5 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 to have been paid;
- (b) vacant possession of the whole of the Property is not given; or
- (c) there is a subsisting material breach of any of the tenant covenants of this lease relating to the state of repair and condition of the Property

6.6 A Break Notice served by the Landlord shall be of no effect if, at any time prior to the Break Date, it has transferred or contracted to transfer the whole or any part of its reversionary interest in the Property.

6.7 Subject to clause 6.4 and 6.5, following service of a Break Notice this lease shall terminate on the Break Date.

- 6.8 Termination of this lease on the Break Date shall not affect any other right or remedy that either party may have in relation to any earlier breach of this lease.
7. It is hereby certified that there is no agreement to which this Lease gives effect within the meaning of Section 240 Finance Act 1994
8. The Landlord will not charge VAT on the Rent.

IN WITNESS whereof the Landlord and the Tenant have signed this Lease the day and year first before written

THE FIRST SCHEDULE above referred to

The rooms being the first floor, ground floor and basement of Queens Hall, Cuckfield as shown coloured red on the plans attached.

THE SECOND SCHEDULE above referred to

1. The right to use the toilet facilities at Queens Hall
2. The right to have the name only of the Tenant shown on the Premises in such manner as the Landlord shall approve
3. A right of way through the ground floor lobby and up the staircase leading to the Premises

THE THIRD SCHEDULE above referred to

1. Free passage of water soil gas and electricity through the pipes wires drains and cables within the Premises and which serve the remainder of Queens Hall
2. Full rights to use the remainder of Queens Hall (and not hereby demised) at any time for any purpose in any manner whatsoever
3. All rights and easements and all quasi-easements rights and benefits now enjoyed or intended to be enjoyed by any other property owned by the Landlord

THE FOURTH SCHEDULE above referred to

1. Not to obstruct tamper with or block any fire door
2. Not to exhibit on the outside or in the windows of the Premises any name plate placard or announcement of any description other than as are specifically authorised by the Landlord
3. Not to do or suffer to be done in or upon the Premises any wilful or voluntary or permissive waste
4. Not to obstruct any part of the Queens Hall used in common
5. That all windows and the interior of the Premises shall be properly cleaned regularly and in the week next preceding the expiration or sooner determination of the said term
6. Not to do or suffer to be done anything which may render any increased or extra premium payable for the insurance against fire or other risks of the building of which the Premises forms a part or which may make void or voidable any policy for such insurance or whereby any additional premium might become payable for the insurance of any neighbouring property
7. Not at any time to overload any floors at the Premises
8. Not to cause any nuisance or annoyance to the Landlord or other users of the building which the Premises form part
9. To insure the contents of the Museum and to take proper security precautions
10. Only to open the Museum at such hours as are agreed in writing between the parties hereto and always to provide adequate supervision

Executed as a Deed by
CUCKFIELD PARISH COUNCIL acting by

in the presence of

.....

Print name

.....

Witness name

Address

Executed as a Deed by
CUCKFIELD MUSEUM CIO acting by

in the presence of

.....

Print name

.....

Witness name

Address