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**REPORT relating to  
Cuckfield Museum Premises , Queens Hall, High Street, Cuckfield, West Sussex ,  
RH17 5EL**

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## TABLE OF CONTENTS

|     |  |                                     |
|-----|--|-------------------------------------|
| 1.  | Interpretation .....                       | <b>Error! Bookmark not defined.</b> |
| 2.  | Sale and Purchase .....                    | <b>Error! Bookmark not defined.</b> |
| 3.  | Conditions .....                           | <b>Error! Bookmark not defined.</b> |
| 4.  | Risk and Insurance .....                   | <b>Error! Bookmark not defined.</b> |
| 5.  | Deposit .....                              | <b>Error! Bookmark not defined.</b> |
| 6.  | Deducing Title .....                       | <b>Error! Bookmark not defined.</b> |
| 7.  | Vacant Possession .....                    | <b>Error! Bookmark not defined.</b> |
| 8.  | Title Guarantee .....                      | <b>Error! Bookmark not defined.</b> |
| 9.  | Matters Affecting the Property .....       | <b>Error! Bookmark not defined.</b> |
| 10. | Transfer .....                             | <b>Error! Bookmark not defined.</b> |
| 11. | Vat .....                                  | <b>Error! Bookmark not defined.</b> |
| 12. | Completion .....                           | <b>Error! Bookmark not defined.</b> |
| 13. | Buyer's Acknowledgement of Condition ..... | <b>Error! Bookmark not defined.</b> |
| 14. | Entire Agreement .....                     | <b>Error! Bookmark not defined.</b> |
| 15. | Joint and Several Liability .....          | <b>Error! Bookmark not defined.</b> |
| 16. | Notices .....                              | <b>Error! Bookmark not defined.</b> |
| 17. | Third Party Rights .....                   | <b>Error! Bookmark not defined.</b> |
| 18. | Governing Law .....                        | <b>Error! Bookmark not defined.</b> |
| 19. | Jurisdiction .....                         | <b>Error! Bookmark not defined.</b> |
|     | Schedule 1 Contents .....                  | <b>Error! Bookmark not defined.</b> |

## **Prepared for Cuckfield Museum CIO**

### **1. General comments**

The lease of the Museum premises at Queens Hall Cuckfield is to be granted by Cuckfield Parish Council to Cuckfield Museum CIO for a term of 25 years, commencing on 1 April 2020. On your instructions, the lease closely replicates the lease of the premises granted by Cuckfield Parish Council to Cuckfield Museum Trust on 31 July 1997. To comply with present-day Land Registry requirements, it commences with "Prescribed Clauses".

We have have been instructed not to raise the usual due diligence enquiries or searches. Accordingly, we cannot accept any responsibility for any loss or damage that results from the lack of this information. You should appreciate that the lease itself only provides a certain amount of information in relation to the property which would normally be supplemented by the due diligence information and searches.

### **2. Lease summary**

#### **2.1 Description:**

The lease describes the Property as the premises on the first floor, ground floor and basement of Queens Hall, shown coloured red on the plans attached to the Lease, which you provided. We presume that you have ensured that the plans accurately show the full extent of the Property as seen. There is no further definition of the parts of Queens Hall that are specifically included.

#### **2.2 Length of Term and security of tenure:**

The term of the lease is 25 years from 1 April 2020. The Lease will not be excluded from the security provisions of the Landlord and Tenant Act 1954. This means that you will have the right to apply for a new lease when the Lease expires and you will have a right to compensation in the appropriate circumstances. Please let us know if you require any further information.

#### **2.3 Break provision:**

You may terminate the Lease on 1 April 2025 and every subsequent fifth anniversary of the lease, by serving a break notice at least one month prior to the break date. The notice will have no effect if, at the break date, all rents are not paid up to date (but see "Rent" below) or if you do not provide vacant possession. Please note that break provisions are very strictly construed, we would recommend that you take further, more detailed advice from us if you are concerned about this issue.

#### **2.4 Rent:**

A peppercorn per annum, if demanded. There is no provision for rent review.

2.5 Service charge:

There is no provision for service charge

2.6 Other payments:

The lease does not require you to make any other payments.

2.7 Rights granted to the tenant. With the Property there will be the following rights:

2.7.1 a right to use the toilet facilities at Queens Hall;

2.7.2 a right to have the Museum's name displayed on the premises;

2.7.3 a right of way through the ground floor lobby and the staircase to the first floor;

2.8 Rights reserved to the landlord:

2.8.1 a right to the free passage of services through the pipes and cables in Queens Hall;

2.8.2 rights to use the remainder of Queens Hall for any purpose;

any rights and easements over the premises that the landlord presently enjoys.

2.9 Covenants and obligations:

The covenants with which you must comply are set out in clause 3 commencing on page 7. We do not propose setting them out in this report as they are largely self-explanatory, but you should be aware of the following in particular:

2.9.1 you must decorate the internal parts of the premises every three years and in the last year of the term;

2.9.2 you must not make any alterations or additions to the premises;

2.9.3 you must use the premises only as a museum;

2.9.4 you must not jeopardise the landlord's insurance policy;

2.9.5 you must insure against third party liability and accidental damage in the joint names of the landlord and the Museum.

The obligations with which you must comply are set out in the Fourth Schedule on page 14. These too are self-explanatory and we will not set them out in this report. Please contact us however if you have any questions or need further information about the covenants and obligations.

2.10 Alienation:

You will not be allowed to underlet or sell the whole or any part of the premises.

2.11 Regulatory compliance:

You will be responsible for all regulatory compliance in respect of the Property including (without limitation) planning legislation, fire regulations, health and safety and environmental regulations.

2.12 Landlord's obligations:

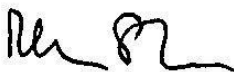
These are set out in clause 4 beginning on page 10 of the lease. Importantly, the landlord is obliged to maintain and insure the building but note that this only relates to the fabric of the building and not to your equipment or possessions or your business.

**3. Conclusion and recommendations**

3.1 With the proviso that we have not drafted the lease in accordance with an up-to-date precedent, but have reproduced the provisions of the 1997 lease, there are no significant alterations that we would recommend to the form of the Lease.

3.2 You may wish to ask the landlords to confirm formally that they are not aware of any disputes, adverse notices or problems that may adversely affect your decision to proceed to take this Lease.

This Report comprises a summary of a few of the more important aspects of the Lease. This Report is private and confidential for your use only. It must not be disclosed to any other party without our express written permission.



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**Rohan Solicitors**

