

Ettington Parish Council

Report to Council

Date: 8 February 2017

Item 15/ Appendix 5	Lease between EPC and Ettington Community Trust
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1 Background

This purpose of this report is to update the Council on the main terms of the Lease in order that it can be assured that both parties to the Lease meet their responsibilities and duties under it.

The lease was made on 8 April 2002 for a term of 99 years and, therefore, expires on 7 April 2101.

2 Responsibilities of Tenant (Ettington Community Trust)

This is not an exhaustive list but includes a summary of those that the Clerk believes the Council should assure itself of on a regular basis (the numbering relates to those used in the Lease)

		Action
4.1	To pay a peppercorn rent if demanded	None suggested
4.2	To pay rates	The PC representative on the Trust to confirm
4.3	To keep and maintain in a reasonably tidy condition	No formal inspection but to highlight any problems with the Management Committee
4.4	To seek permission if sub-letting part of the building	The PC representative on the Trust to ensure that any proposal to sub-let is considered by EPC
4.5	To manage in a professional manner	The PC representative on the Trust highlight, to the Council, any shortfall
4.6	Not to bring or permit or keep articles which has the potential to be dangerous, offensive, combustible, inflammable or explosive	The Council to assure itself that the letting agreement used by the Trust includes such a clause
4.15	To keep insured	PC representative to monitor.
4.17	Not to develop/build/make structural changes without permission	PC representative ensure that any such proposals are brought to the attention of the Council
4.19	To replace fixtures and fittings as and when required	No formal inspection but to highlight any problems

		with the Management Committee
4.20	To <i>paint in a proper and workmanlike manner all the inside wood and ironwork including the internal surfaces of the window frames</i>	No formal inspection but to highlight any problems with the Management Committee
4.22	To allow the landlord to inspect with 48 hours notice and to repair, as requested, within 6 months. If not complied with then landlord to arrange such repairs at the tenant's expense.	No formal inspection but to highlight any problems with the Management Committee
4.35	To make good any damage and indemnify the landlord against claims, expenses and demands	No formal inspection but to highlight any problems with the Management Committee AND PC representative to assure him/herself re indemnity

Action Required:

To consider whether the actions are appropriate and, if not, what actions are appropriate. All agreed actions will be recorded in a document to be a) form a Governance policy; b) to be provided to the PC representative on the Management Committee.

3 Responsibilities of Landlord (Ettington Parish Council)

This is not an exhaustive list but includes a summary of those that the Clerk believes the Council should assure itself of on a regular basis (the numbering relates to those used in the Lease)

5.3	To arrange and maintain public liability insurance on Rogers Lane Playing Field and, if so requested by the tenant, to provide evidence of such insurance	The Council's insurance policy includes PLI and can be made available to the Management Committee
5.4	To maintain the retained land (the playing field) in a reasonably tidy condition, well mown and in sound turf.	Regular maintenance is undertaken.

Action Required:

To consider whether the actions are appropriate and, if not, what actions are appropriate. All agreed actions will be recorded in a document to be a) form a Governance policy; b) to be provided to the PC representative on the Management Committee.

4 Omissions

The lease makes no provision for maintenance of the exterior of the building and the Clerk is of the opinion that but the Clerk is of the opinion that this should be confirmed through the legal services available via WALC.

Action Required: To resolve that the Clerk seek legal opinion.

5 Signatories to the Lease

The Lease is between Ettington Parish Council of PO Box 149 High Street, Shipston on Stour, CV36 4QF and four named Trustees, none of whom are still Trustees.

The change of address of the Parish Council has been registered with the Land Registry and a note made in the Asset Register that any future change of address be registered in the same way.

It would appear that the wording of the lease ensures that responsibilities of the Trustees are passed to new Trustees but the Clerk is of the opinion that this should be confirmed through the legal services available via WALC.

Action Required: To resolve that the Clerk seek legal opinion.