

EASTON ON THE HILL PARISH COUNCIL RISK ASSESSMENT 2021-22

A Risk Assessment is a systematic general examination of working conditions, workplace activities and environmental factors that will enable Easton on the Hill Parish Council to identify any and all potential inherent risks. Easton on the Hill Parish Council will take all practical and necessary steps to reduce or eliminate risks, in so far as is practically and reasonably possible. The document has been produced to enable Easton on the Hill Parish Council to assess the risks it faces and satisfy itself that it has taken adequate steps to minimise them.

Rating A= Satisfactory, Rating B=Review Proposed, Rating X = Unsatisfactory.

| | Risks Identified | Management/Control | Rating | Review/Assess | Action By |
|------------------|--|---|--------|---|-------------------------------------|
| Financial | Inadequate records Financial Irregularities | The Parish Council uses Financial Regulations which set out the requirements based on Model Regulations from NALC Appointment of NCALC Internal Audit Service | A | Existing procedure adequate. Reviewed April 2021 | Clerk/Council |
| | Lack of commitment by Councillors to the budgetary process | Finance Committee meets to set proposed budget. Full Council receives detailed budget estimates. Precept determined on basis of the budget set. Expenditure against budget is reported at each full council meeting | A | Existing Procedure adequate | Clerk/Council and Finance Committee |
| | Failure to ensure that the annual precept results from an adequate budgetary process | Start consideration of budgetary process at least 3 months prior to submission date of Precept. Checks by Finance Committee and Clerk/RFO and councillors | A | Existing Procedure adequate | Clerk/Council |
| | Inadequate internal controls with regard to monitoring expenditure | Internal Control checks are carried out every month by a councillor who is not a bank signatory to ensure effective financial management by Clerk/RFO | A | Existing Procedure adequate | Clerk/ Councillor |
| | Reserves too High/Low | Practitioners Guide advises reserve balance must not exceed the Precept but should be sufficient to allow the council to operate if expected precept is not received | A | Existing Procedure adequate | Council |
| | Illegal Activity or Payments | All activity and payment within the powers of the Parish Council to be resolved at Council meetings, as per the Financial Regulations with | A | Existing Procedure adequate | Clerk/Council |

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| | | spot checks by independent checkers each month/quarter. | | | |
| | Fraud by Employees/Councillors | Ensure level of Fidelity Insurance is adequate and review annually Payments on line authorised by two councillors | A | Existing Procedure adequate | Clerk |
| Financial | Cash Handling | Cash may be received from allotments or other reasons. Cash to be paid into the current account, no petty cash irrespective of the amount. | A | Existing Procedure adequate | Clerk |
| | VAT-requirements of HRMC not met | VAT is reclaimed yearly as a minimum or as required | A | Existing Procedure adequate | Clerk |
| Business Continuity | Incapacity/Absence of Clerk/Resignation of Clerk | Designate a person to temporarily act as Clerk in an emergency. A Locum Service is available through the Society of Local Council Clerks A Councillor cannot receive remuneration for clerical duties Locum cost can be expensive | A | | Clerk |
| | Loss or damage to Council records through theft/fire/damage Inability to access records | Minutes and Agendas are held on the Council Website , Paper copies held by Clerk until they are transferred to County Archives. Data is backed up on USB/external hard drive/Onedrive Copies of policies and other records are also on the website and can be downloaded. | A | Existing Procedure adequate | Clerk |
| | Security of Data (It Systems and Support) | Any confidential documents are securely destroyed. The Council Laptop is Password Protected and has MacAfee security protection. | A | Existing Procedure adequate | Clerk |
| | Failure to retain or secure the necessary number of members for the council | Clerk to maintain an up to date Councillor Attendance Register. | A | Existing Procedure adequate | Clerk |
| | Election Costs | The council maintains an election fund at around £1000/adequate level to meet any election costs, If this is insufficient at any point in time, the shortfall will be met from the general reserve. | A | Existing Procedure adequate | Clerk/Council |

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| Legal | Freedom of Information | The Council has adopted the model scheme produced by the Office of the Information Commissioner. Assistance to be sought from Monitoring Officer or NCALC as required. | A | Action any FOI requests in accordance with policy. | Clerk |
| | Governing Policies not up to date | All Policies are reviewed annually or as required by the council and clerk | A | Existing Procedure adequate | Clerk/Council |
| Legal | Failure to ensure that all employees are paid in accordance with Council regulations and are adequately monitored. Failure to comply with Inland Revenue and HRMC regulations | A contract of Employment and Job Description is agreed for the Clerk. Clerk runs payroll using HRMC BASIC PAYE tools. Ensure employee regulations are available and understood by the clerk. No additional payment to the clerk without Council/Finance committee approval. | A | Existing Procedure adequate | Clerk/Council Internal Auditor |
| | Conflict of Interest Members Register of Interest | Councillors are required to declare where they have an interest in any item of business and this is recorded in the Minutes. Completed Register of Interests forms are submitted to the Monitoring Officer at ENC and periodically reviewed. Any Change in a Councillors Register of Interest must be declared. Code of Conduct has been adopted. | A | Existing Procedure adequate | Councillors |
| Governance & Management | Lack of knowledge of regulations and legislation | Ensure Code of Conduct, Standing Orders and Financial Regulations are in place and are reviewed annually. Highlight essential parts and provide training where relevant. Attend training courses. Membership of NCALC and SLCC | A | Existing Procedure adequate | Clerk/Councillors |
| | Action by the Parish Council outside its powers laid down by Parliament | Clerk to monitor relevant legislation and report to council. Advice sought from other bodies where required. | A | Existing Procedure adequate | Clerk |
| | Lack of commitment to regulations and procedures | Council and Clerk to review Council's meeting and operational procedures annually | A | Existing Procedure adequate | Clerk/Chairman/Council |

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|------------------------------------|--|--|---|--|---------------|
| | Notice of meeting | The meeting agenda is placed on Council Website and Notice Board. Councillors to receive summons electronically where possible | A | Existing Procedure adequate | Clerk |
| | Accurate and legal Minutes | Minutes are presented to next council meeting for approval. Minutes are produced for all meetings Draft minutes are posted on the website and notice board | A | Existing Procedure adequate | Clerk/Council |
| Governance & Management | Written Communication to third Parties | All formal written communication/emails should be directed through the clerk and may be signed by the Chairman or Vice Chairman when necessary. Communication standards policy in place. | A | Existing Procedure adequate | Clerk/Council |
| | Engagement by Members in the operation and activities of the Parish Council | Take every opportunity to publicise the role of the Parish Council through the website (and village Face Book page and other channels of communication via the administrators.) Public Open Forum Sessions are held at start of each Council meeting. Effective use of notice boards and Facebook . Use key issues to raise the profile of the Parish Council and to test parishioner's views. Councillor's details are available on the website. | A | The Parish Council Website has all Councillors details | Council |
| | Impact of Public Spending Cuts | All councillors to be made aware that priorities must be set on the basis of the financial capacity of the Parish Council to deliver. Attend training where appropriate | A | Existing Procedure adequate | Council |
| | Lack of engagement by Councillors and Residents on major items of public interest | Ensure publicity through village noticeboards, village face book page, leaflets and website plus village open events. | A | Existing Procedure adequate | Clerk/Council |
| | Lack of knowledge by Councillors on their role, responsibility and accountability. | All councillors to receive relevant councillor information upon becoming a member of the council. All councillors to receive a copy of the Good Councillors Guide. Councillors to attend relevant training | A | Existing Procedure adequate | Clerk/Council |

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|------------------------------------|--|---|---|--|---------------|
| | Inadequate insurance cover for members and Clerk | Review Risk Assessment by including on Agenda of Parish Council meeting at least annually. Ensure a Risk Assessment is carried out for all new assets and appropriate insurance cover implemented | A | New Risk Assessments required for the Defibrillator and VAS cameras – this will be looked at | Clerk/Council |
| | Failure to identify, value and maintain all assets of the Parish Council, and ensure that asset and investment registers are complete. | Record and maintain a record of all assets for which the Parish Council is responsible and include in the year end accounts. Arrange for annual review of valuations and arrange for professional valuation where appropriate. | A | Existing Procedure adequate | Clerk |
| Governance & Management | Adoption and implementation of appropriate Government legislation | Clerk to have appropriate legislation available. Review liabilities and responsibilities periodically at Parish Council meetings. Clerk to attend training and conferences and to read sector publications to keep up to date. Clerk to hold or work towards CiLCA qualification. | A | Existing Procedure adequate | Clerk |
| Assets and Property | Loss or damage to Assets Risk/damage third party | An Asset Register is maintained for asset control An annual review of any assets will be undertaken for insurance purposes Regular risk checks of Council property Independent check of equipment in the play area at the playing field and The Close, is instructed annually Repairs undertaken by competent contractor Public Liability insurance is in place | A | Existing Procedure adequate | Clerk/Council |
| | Poor maintenance of assets or amenities | All assets owned by the Parish Council are regularly reviewed and maintained. All repairs and relevant expenditure for any repair is actioned/authorised in accordance with the correct procedures of the Parish Council | A | Existing Procedure adequate | Clerk/Council |
| | Employment of Contractors | Ensure that all contractors hold sufficient public liability insurance and health and safety certificates. | A | Existing Procedure adequate | Clerk/Council |
| | Adequacy of Meeting locations Health and Safety | Parish Council meetings are held in Easton on the Hill Village Hall, which is a venue considered | A | Existing Procedure adequate | Clerk/Council |

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| | | to have all the appropriate facilities for the Clerk, Councillors and the general public, including being Covid safe when necessary. Remote meetings via Zoom video conferencing can be used if necessary while regulations allow. | | | |
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Presented to Council on Monday 12th April 2021

Original signed by Chairman

Date

(Risk assessments of assets on the asset register)

EMAILS FOR APRIL 2021 MEETING

Council for the District of East Northamptonshire www.east-northamptonshire.gov.uk 22 March

2021 Dear Sir/Madam RE: LOCAL GOVERNMENT REORGANISATION IN NORTHAMPTONSHIRE

FINANCIAL PROCUREMENT DETAILS FYI

As one of our valued supply chain partners, we are writing to let you know about the local government reorganisation that is taking place in Northamptonshire. This letter sets out the approach we are taking in respect of the changes to your relationship with Northamptonshire County Council, Borough Council of Wellingborough, Corby Borough Council, East Northamptonshire Council and Kettering Borough Council (hereafter referred to as "The Councils"). We fully appreciate that this is an uncertain time for suppliers, and we want to assure you that The Councils are taking steps to help support you through this process. From 1st April 2021, North Northamptonshire Council will replace The Councils. Agreements and contracts transfer by law, where a s7 Local Government in Public Involvement in Health Act 2007 order is made. Transfer is effected under regulations made under section 14 and 240(10) of that Act on 1st April 2021 on the same terms as your current contract. You do not need to take any action for this transfer to take place. From 1st April 2021, any new trading activity between your organisation and North Northamptonshire Council will need to be identified using the VAT registration details below from trading undertaken prior to 31st March 2021. The full details of North Northamptonshire Council accounts are detailed below.

North Northamptonshire Council Sheerness House 41 Meadow Road Kettering NN16 8TL VAT number: 370 1512 34

Please ensure that all invoice activity up to and including 31st March 2021 is addressed to the relevant authority, e.g. Northamptonshire County Council, Borough Council of Wellingborough, Corby Borough Council, East Northamptonshire Council, Kettering Borough Council. Please ensure the correct Council's PO number is clearly specified on the invoice and that the invoice is submitted to the relevant authority. From 1st April 2021 all invoice activity must be addressed to North Northamptonshire Council (using a new Purchase Order number wherever applicable). The correct North Northamptonshire Cedar Drive Thrapston Northamptonshire NN14 4LZ Telephone 01832 742000 Email finance@east-northamptonshire.gov.uk www.east-northamptonshire.gov.uk Council for the District of East Northamptonshire www.east-northamptonshire.gov.uk Council PO number will have 11 digits and start with 3120XXXXXX and it must be clearly specified on the invoice. Where applicable the new purchase orders will be sent to you to complete part completed orders. Details about how to submit a compliant invoice to the Accounts Payable team is attached. Should you have any further questions or concerns please contact our Accounts Payable team. Accounts Payable Helpdesk: 0300 126 8088 Accounts Payable Email (enquiries only): helpdesk@northamptonshire.gov.uk Finally, thank you for being part of this exciting new journey for North Northamptonshire Council. This is a positive change for Northamptonshire, we value working with you and your continued effort to support The Councils and our residents is greatly appreciated. Yours faithfully Glenn Hammons S151 Officer On behalf of The Councils Fraud Awareness The Council already securely holds your payment details and we are NOT requesting your bank or payment details. Our payments to you remain unchanged and will be processed according the records we already hold securely. Please do NOT send such details in response to this request. Sometimes fraudsters pretend to be the Council to obtain such information. You can always contact the Council (on our main number) if you have any concerns. Ask to be connected to the Internal

Audit and Counter Fraud team. Council for the District of East Northamptonshire www.east-northamptonshire.gov.uk Guidance for suppliers on submitting compliant Purchase Order invoices Please follow the below steps when submitting invoices in order for them to be processed promptly and within agreed payment terms. All invoices should be addressed to North Northamptonshire Council. A compliant invoice should include: → Your full company name, address and contact details. → Invoice date to ensure our system calculates your invoice due date correctly. → A unique invoice number which we will be recorded on our system and quoted on your remittance advice or during any other correspondence with you. → A valid ERP Purchase Order Number for the goods and/or services you are invoicing for on the invoice. The correct North Northamptonshire Council PO number will have 11 digits and start with 3120XXXXXXX and must be clearly specified on the invoice. → Your bank details including sort code and account number where you expect to receive the payment for your invoice. → Full organisation name and address liable for paying the invoice e.g. North Northamptonshire Council. → Clear description of the goods and/or services provided. → Accurate quantities, price and amount due. → The date of supply (also known as tax point) if this is different from the invoice date. → A breakdown of the goods and/or service clearly showing the net price, the VAT rate, the VAT amount and the total amount for each line on the invoice. Submitting your invoices Please email all Purchase Order Invoices in PDF format to NNC.Invoices@cambridgeshire.gov.uk Invoices must be submitted in PDF format and individually attached i.e. one invoice per each attachment but you can submit multiple attachments in one email. Invoices which are not submitted in PDF format will be automatically rejected and unpaid until you re-submit your invoice in the required PDF format. We prefer to receive invoices via email but if you are unable to send them to us electronically, paper invoices can be posted to: Accounts Payable, Shire Hall OCT 1101, Castle Hill, Cambridge, CB3 0AP Noncompliant invoices will be returned to you unpaid.

Request by email to bring this to Councillor's attention.

Parish and Town Council Membership of CPRE

Dear Councillors,

I write to request and encourage the Council to consider membership of CPRE and to explain a little about what we do and the benefits of membership.

Founded in 1926, CPRE is a non-political, national organisation with a network of county branches. CPRE Northants, provides local perspective and knowledge and specifically seeks to protect and promote Northamptonshire's unique and finite environment to the benefit of all who live and work in the county.

Through our national office we provide members with a full range of services including: training, guidance, webinars, meetings, and access to a range of supporting documentation. And in addition, our Technical Secretaries Group provides expertise and knowledge on planning and land use matters, in direct support of our county members.

We focus on:

- *Land use planning*
- *Transport*

- *Natural resources*
- *Farming and food*
- *Quality, character and diversity of the countryside*
- *Litter and waste services*
- *AONB status*

Currently, we are involved in a national campaign to provide a regular, reliable, functioning rural bus service through CPRE's 'Every village, every hour' initiative, and we have commenced the initial work in pursuit of establishing an Area of Outstanding Natural Beauty in the county (AONB). Just two of the many activities that we undertake on behalf of our members.

We actively encourage participation in the enjoyment of exploring the rural landscape, utilising the network of maintained paths and public rights of way to experience and enjoy the restorative effects of peacefully communing with nature, a basic need, which the pandemic has brought into sharp focus.

Parish or town council membership starts from as little as £3 per month and is excellent value for money. So, we encourage the Council to follow the lead of many other town and parish councils in the county and join us as a member of CPRE.

Apply for membership at: <https://www.cpre.org.uk> and click on the yellow 'join us' tab

For general information contact CPRE Northants at: info@cprenorthants.org.uk

CPRE Northants website: www.cprenorthants.org.uk

ENC News - East Northamptonshire Council holds final and historic civic council meeting

From: [ENC encnews <encnews.ENC@east-northamptonshire.gov.uk>](mailto:encnews.ENC@east-northamptonshire.gov.uk)

Sent: Tue, 23 Mar, 2021 at 11:13

To: [ENC encnews](mailto:encnews)

[image001.jpg](#) (53.9 KB)

Images not displayed. [SHOW IMAGES](#) | [ALWAYS SHOW IMAGES FROM THIS SENDER](#)

After 47 years, East Northamptonshire Council (ENC) met for the final time on Monday, 22 March before ENC ceases to exist on 31 March and is replaced by the new North Northamptonshire Council.

Due to the coronavirus pandemic, the meeting was held virtually and alongside the usual council business, there were tributes to the work that has been undertaken by ENC across its history as well as speeches from the final Council Chairman, Cllr Helen Howell and Leader of ENC, Cllr Steven North.

The Chairman thanked staff, councillors and all those who have worked with the council. She also remembered those who have died in service and spoke of the tremendous contribution they all made to the district.

The Chairman went on to thank all those who had supported her chosen local charity, First Responders, and announced that over £13,000 has been raised despite

not being able to host any of the usual fundraising events due to the health pandemic.

Chief Executive, David Oliver retires from ENC on 31 March and was specially thanked by the Chairman and the leader for his hard work and support during his past 15 years of service.

Cllr North then went on to speak about some of the key successes of East Northamptonshire Council, particularly during his 10 years as leader:

“This council has delivered a huge amount over the past 47 years. In 2012, we gave permission for work to start on the development we now know as Rushden Lakes. It opened in 2017 to deliver local jobs and grow the local economy with a first class retail, leisure and restaurant offer. Thank you to all those involved in our greatest achievement.

“Through our Community Facilities Fund and Member Empowerment Fund, we have used New Homes Bonus funding as intended and have delivered £3m of projects that have improved lives across the district. I have had the joy of visiting most of these community schemes to see for myself the difference this support makes to our towns and villages.

“The East Northants Enterprise Centre is one of our more recent accomplishments with a great business support offer and I hope its success will continue as part of North Northamptonshire. Equally, we have shown tremendous support of our town centres with £2m of improvements and have worked to connect these towns, and some of our villages, with the development of the Greenway footpath and cycle route which now boasts 16 miles of traffic-free travel along the Nene Valley corridor.

“Continuing our encouragement of healthy activity, we have also rolled out a district-wide active lifestyles programme which has seen more people enjoying sport and leisure opportunities on top of the offer from our gyms, swimming pools and sports centres.

“There are many more successes of which we are all very proud and I would like to thank all of our hardworking staff and my fellow councillors, including those who are no longer with us, for their commitment and their support of all that has been achieved. It has been my pleasure to serve as leader and to work with you all.”

Members of ENC were then given the opportunity to share their memories and thoughts and a video was played to celebrate ENC’s history.

From 1 April North Northamptonshire Council (NNC), covering the geographical areas previously overseen by ENC, Corby Borough Council, Kettering Borough Council, Borough Council of Wellingborough and some of the services which were managed by Northamptonshire County Council, will come into existence.

For more information, please visit <https://beta.northnorthants.gov.uk/>

It's time to engage your communities in the **Great British Spring Clean**

From: Keep Britain Tidy <news@KeepBritainTidy.org> [Add to Contacts](#)
[sent from email20.com](#)

Sent: Wed, 24 Mar, 2021 at 19:48

To: [Ms Rice](#)

Images not displayed. [SHOW IMAGES](#) | [ALWAYS SHOW IMAGES FROM THIS SENDER](#)

The Great British Spring Clean 2021 has launched

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THE GREAT BRITISH SPRING CLEAN 2021 HAS NOW LAUNCHED

Hello,

We are pleased to announce the launch of the **2021 Great British Spring Clean** campaign, which went live in the Daily Mail on Saturday.

This year, we want #LitterHeroes across the country to get outside and get active and help us on our mission to clean up a million miles of UK streets, coastline, parks, footpaths and neighborhoods.

And to do this, we need your help!

Please let us know if your Town or Parish Council will be joining us by filling in this [short survey](#).

[LET US KNOW IF YOU WILL TAKE PART!](#)

Help us spread the word

We have developed a handy pack of assets and resources to help you engage local communities in the campaign. This includes a press release, assets for social media and key messages.

[DOWNLOAD YOUR RESOURCES PACK NOW!](#)

Getting Involved

This year, supporters can join us by again making a simple pledge and let us know how many minutes they'll clean-up for during the campaign **(28 May – 13 June 2021)**.

We'll convert those minutes to miles with the hope that, come summer, we can all enjoy a cleaner, greener, litter-free environment.

People can pledge as an individual or as a group, ensuring they follow the latest Covid-19 guidance about group gatherings outdoors. On our site, we have all the latest safety advice and information.

[MAKE YOUR PLEDGE TODAY](#)

Keep Britain Tidy Charity Webshop

We are delighted to announce the launch of our new charity webshop.

All our high-quality litter-picking equipment is made by our partner Helping Hand Environmental in Britain. Profits will go back towards supporting our charitable aims and, what's more, all our products are packaged in recyclable materials, so you can rest easy knowing you've made the best decision for the environment.

[BUY EQUIPMENT NOW!](#)

| END OF YEAR 2020/21 | FINANCE | REPORT | |
|---|---------------|-------------------|----------------|
| | BUDGET | ACTUAL TO DATE | % of budget |
| Payments (excluding VAT) | | | |
| Staff costs inc hmrc | £ 9,520.00 | £ 9,920.59 | 104.21% |
| Insurance | £ 1,550.00 | £ 893.32 | 57.63% |
| Room Hire | £ 200.00 | £ 94.90 | 47.45% |
| Admin costs, station, post, miles. bank | £ 500.00 | £ 388.05 | 77.61% |
| Subscriptions | £ 665.00 | £ 634.02 | 95.34% |
| Training/conference | £ 1,250.00 | £ 1,190.00 | 95.20% |
| Audit | £ 420.00 | £ 522.00 | 124.29% |
| Street Lighting | £ 2,300.00 | £ 1,826.27 | 79.40% |
| Solicitor | | £ - | #DIV/0! |
| Parks & Open Spaces, grit, bins, trees | £ 5,610.00 | £ 4,636.63 | 82.65% |
| Asset Maintenance | £ 1,225.00 | £ 1,162.49 | 94.90% |
| Website & email | £ 585.00 | £ 446.00 | 76.24% |
| PWLB | £ - | £ - | #DIV/0! |
| s137 payments | £ 50.00 | £ 50.00 | 100.00% |
| Other payments (not in budget) | £ - | £ - | #DIV/0! |
| Total Payments | £23,875.00 | £21,764.27 | 91.16% |
| | | | |
| Receipts (excluding VAT) | | | |
| Precept - ENC | £32,835.00 | £32,835.00 | 100.00% |
| Allotment Rent | £ 140.00 | £ 178.13 | 127.24% |
| Interest | £ 25.00 | £ - | 0.00% |
| Donations | | £ - | #DIV/0! |
| Other receipts (not in budget)donations/grants | £ - | £ 437.18 | #DIV/0! |
| email a/c credit/parish | | £ 58.68 | #DIV/0! |

| | | | |
|--------------------------------|-----------------|--------------|---------|
| Total Receipts | £33,000.00 | £33,508.99 | 101.54% |
| | | | |
| Reserves/projects | Opening Balance | Spent | |
| | | | |
| General reserves | £ 3,000.00 | £ 237.50 | 7.92% |
| Election | £ 1,000.00 | £ - | 0.00% |
| Village plan | £ 150.00 | £ - | 0.00% |
| PF imp project | £ 3,000.00 | £ 4,850.80 | 161.69% |
| Replace bench | £ 700.00 | £ 418.00 | 59.71% |
| Replace pole New Town | £ 650.00 | £ 650.00 | 100.00% |
| Solicitor fees | £ 500.00 | £ 340.00 | 68.00% |
| Total | £9000 | £6496.3 | 72% |
| Other receipts/payments | Receipt | Spent | |
| Path, grant, benches | £10,000.00 | £10,000.50 | 100.01% |
| Grant gym equip | £ 2,650.00 | £ 2,633.68 | 99.38% |
| Grant/CTP | | £ - | #DIV/0! |
| Augean grant | £37,317.17 | £26,403.20 | 70.75% |
| Donations PF | | | |
| Total grants receipts/spent | £ 49967.17 | £39037.38 | 78% |
| | | | |
| Other receipts | | | |
| Donations PF | £ 7,255.99 | | |
| | | | |
| Total receipts inc vat | £94,434.36 | | |
| Total payments inc vat | £75,934.20 | | |

NOTES

- 91% of the main, basic budget has been spent, with savings in headings for room hire due to zoom meetings, insurance premium review.
- 101% of expected receipts received – slight increase in allotments payments by bank transfer.

- Projects listed under reserves spent 72% of budget, with main savings from general reserves not spent (effort to re-build reserves) and overspend on playing field budget relates to grant payment but this has all been re-paid with fundraising.
- The figures are skewed in terms of overall receipts and payments due to grant payments for the playing field improvement project and these are listed at the end. 50k received in grants, 7.2k in donations and 39k spent as yet (50% of play equipment invoice not paid).
- Bank balance to carry over is £21.7k compared to 3.5k last year (some of this carry over is grant not spent, ie 10k, however there is also vat to be reclaimed of 8.5k).



Lee Booker
Chairman
Wittering Premiair Football Club
Mobile: 07760 17739
Email: leejbooker@gmail.com

Dear Councillors,

Firstly, we would like to thank you to Jenny Rice and James Hamilton from the Parish Council and David Wheatley from Easton on the Hill CC for their time on 14th March 2021. As a result of discussions held with James specifically, I am writing to you to outline our thoughts in both the short and long term.

Our proposal is that we would like to have 2 of our 4 adult teams based at your village playing field, with matches played between September and May each winter. For this to work in conjunction with the cricket club there would need to be an agreement on co- habiting and fixture organisation during potential overlap periods and we are confident that an arrangement of this sort can be made.

In terms of the use of the playing field, clearly this is early days, and we would be incredibly happy to hear your thoughts on how the parish council might manage the addition of a second tenant on the playing field. In terms of pavilion facilities, it is obviously easier for the cricket club to consult their members and the indication from them is that they would be happy with us sharing their current pavilion – with some agreed principles and criteria in place.

During our meeting with James, he asked us to put some thoughts into our short- term and potential long-term opportunities and benefits that we could bring to Easton on the Hill. In no order of priority, these are the short- term opportunities, as we see them.

- The opportunity to develop a junior football team for Easton, which we believe has not been present for around 15 years. This is much easier to deliver when an adult team is present and using a playing field.
- Increased use of the playing field, which we understand is something that you, as a village, are trying to encourage.
- Increasing the number of younger adults engaging in sport in your village - we would hope to attract players from Easton to represent our newly formed club.
- Enhancing the financial stability and security of the cricket club by injecting further capital funds into the cricket pavilion
- Creating a situation where the field is used for sports all year round and the provision of improved sports equipment for the benefit of all villagers. e.g. new goal posts.

We do not see these benefits as purely “aspirational” and we would be happy to work with the relevant people in Easton on the Hill, to ensure that they are delivered.

Looking more to the long term, we have some very top- level thoughts, which we can share.

1. Community days with multi- sport/ activities for children and potentially adults too. This could be a new venture or something that enhances the village gala, which we understand already exists.
2. Development of a playing field “association” which joins together all users of the space to maximise the development of it and the future benefit to the village. We know this approach is used in many small towns/ villages around the country.
3. Increased opportunity to access multi- sport funding through Sport England and other bodies. This is particularly relevant, we feel, when looking at your plans to develop the playing field.
4. Supporting the PC in accessing funds to improve the Ketton Drift road, allowing safe access to the playing field for both pedestrians and vehicles.
5. Replacing the existing cricket pavilion with a purpose built multi -use building to benefit all the sports clubs using the playing field and the whole village.

Clearly these ideas and opportunities need much further discussion with the relevant parties and as part of this process we would very much like to hear any concerns from the Parish Council, so that we can reflect on how we can ensure that those concerns are addressed. We would respectfully ask that this dialogue takes place before any final decision by the Parish Council is made.

Our appetite for success and growth for the community and in the sporting world is very high, we are also keen to let you know that we will walk before we can run. For this relationship to work between you (the Parish Council), the Cricket Club, ourselves, and the broader village there clearly needs to be regular dialogue and we would welcome this.

As before we very much look forward to hearing your response and we also look forward to further dialogue on this potentially exciting project.

Kind regards

Lee Booker

Section 2 – Accounting Statements 2020/21 for

EASTON ON THE HILL PARISH COUNCIL

| | Year ending | | Notes and guidance |
|---|-----------------------|-----------------------|---|
| | 31 March 2020 £ | 31 March 2021 £ | |
| 1. Balances brought forward | 27018 | 3254 | <i>Please round all figures to nearest £1. Do not leave any boxes blank and report £0 or Nil balances. All figures must agree to underlying financial records.</i> <i>Total balances and reserves at the beginning of the year as recorded in the financial records. Value must agree to Box 7 of previous year.</i> |
| 2. (+) Precept or Rates and Levies | 25000 | 32835 | <i>Total amount of precept (or for IDBs rates and levies) received or receivable in the year. Exclude any grants received.</i> |
| 3. (+) Total other receipts | 7740 | 61599 | <i>Total income or receipts as recorded in the cashbook less the precept or rates/levies received (line 2). Include any grants received.</i> |
| 4. (-) Staff costs | 12911 | 9921 | <i>Total expenditure or payments made to and on behalf of all employees. Include gross salaries and wages, employers NI contributions, employers pension contributions, gratuities and severance payments.</i> no HO |
| 5. (-) Loan interest/capital repayments | 10355 | 0 | <i>Total expenditure or payments of capital and interest made during the year on the authority's borrowings (if any).</i> |
| 6. (-) All other payments | 33238 | 66013 | <i>Total expenditure or payments as recorded in the cashbook less staff costs (line 4) and loan interest/capital repayments (line 5).</i> |
| 7. (=) Balances carried forward | 3254 | 21754 | <i>Total balances and reserves at the end of the year. Must equal (1+2+3) - (4+5+6).</i> |
| 8. Total value of cash and short term investments | 3254 | 21754 | <i>The sum of all current and deposit bank accounts, cash holdings and short term investments held as at 31 March – To agree with bank reconciliation.</i> |
| 9. Total fixed assets plus long term investments and assets | 240,433 | 209400 | <i>The value of all the property the authority owns – it is made up of all its fixed assets and long term investments as at 31 March.</i> |
| 10. Total borrowings | 0 | 0 | <i>The outstanding capital balance as at 31 March of all loans from third parties (including PWLB).</i> |
| 11. (For Local Councils Only) Disclosure note re Trust funds (including charitable) | Yes | No | <i>The Council, as a body corporate, acts as sole trustee for and is responsible for managing Trust funds or assets.</i> |
| | | ✓ | <i>N.B. The figures in the accounting statements above do not include any Trust transactions.</i> |

I certify that for the year ended 31 March 2021 the Accounting Statements in this Annual Governance and Accountability Return have been prepared on either a receipts and payments or income and expenditure basis following the guidance in Governance and Accountability for Smaller Authorities – a Practitioners' Guide to Proper Practices and present fairly the financial position of this authority.

Signed by Responsible Financial Officer before being presented to the authority for approval

Thice
5/4/21

Date

I confirm that these Accounting Statements were approved by this authority on this date:

as recorded in minute reference:

Signed by Chairman of the meeting where the Accounting Statements were approved

Bank reconciliation – pro forma

Name of smaller authority: Easton on the Hill Parish Council

County area (local councils and parish meetings only): East Northamptonshire

Financial period ending 31st March 2021

Prepared by Jenny Rice, Parish Clerk/RFO

Date 31st March 2021

| | | |
|---|---|-----------------------------|
| Balance per bank statements as at 31/3/21: | £ | £ |
| | | <u>21754.60</u> |
| Petty cash float (if applicable) | | |
| Less: any un-presented cheques at 31 March 2021 | 0 | |
| | | <u> </u> |
| Add: any un-banked cash at 31 March 2021 | 0 | |
| | | <u> </u> |
| Net balances as at 31 March 2021 (Box 8) | | <u>21754.60</u> |

The net balances reconcile to the Cash Book (receipts and payments account) for the year, as follows:

CASH BOOK:

| | | |
|--|----------|-----------------|
| Opening Balance 1 April 2020 (Prior year Box 8) | 3254.44 | |
| Add: Receipts in the year | 94434.36 | |
| Less: Payments in the year | 75934.20 | |
| Closing balance per cash book [receipts and payments book] as at 31 March 2021 (must equal net balances above – Box 8) | | <u>21754.60</u> |

(See [example](#) for guidance if required)

Statement of your account



BANK WITH US. BANK ON US.

04095221 | 00399

Miss Jenny Rice
Easton On The Hill Parish Council
Hibbins Cottage The Green
Ketton
STAMFORD Lincs
PE9 3RA

PO Box 7193, Planetary Road, Willenhall WV1 9DG

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Contact us

Tel: 0345 140 1000

Email: us@unity.co.uk

Web: www.unity.co.uk

Name of account: Easton On The Hill Parish Council

Date: 31 March 2021

Statement 033 (page 1 of 2)

Account number: 20407337

Bank sort code: 608301

Type of account: Current T1

| Date | Details | Payments | Receipts | Balance |
|-----------|---|----------|-----------|---------------|
| 4 MAR 21 | Balance brought forward | | | 24,478.11 * |
| 10 MAR 21 | B/P to: HMRC Shipley | 6.47 | | |
| 10 MAR 21 | B/P to: Jenny Rice | 30.77 | | |
| 10 MAR 21 | B/P to: The Cumbria Clock | 186.00 | | |
| 10 MAR 21 | B/P to: NCALC training | 82.00 | | |
| 10 MAR 21 | B/P to: Eon | 75.60 | | |
| 10 MAR 21 | B/P to: SSE | 112.50 | | |
| 10 MAR 21 | B/P to: Vision ICT | 21.60 | | |
| 10 MAR 21 | B/P to: Rebecca Peace | 450.00 | | |
| 10 MAR 21 | COX KD | | 144.90 | 23,658.07 * |
| 11 MAR 21 | P Saunders | | 50.00 | |
| 11 MAR 21 | EASTON VILLA | | 250.00 | 23,958.07 * |
| 15 MAR 21 | EMMA HANSON | | 5.25 | |
| 15 MAR 21 | DOVASTON S | | 5.25 | 23,968.57 * |
| 16 MAR 21 | MCCULLOCH HR + A | | 15.75 | |
| 16 MAR 21 | TIBBLES H | | 15.75 | 24,000.07 * |
| 17 MAR 21 | COX KD | | 333.24 | 24,333.31 * |
| 22 MAR 21 | SMITH PBS | | 21.00 | |
| 22 MAR 21 | Sharpe Daphne | | 2.63 | 24,356.94 * |
| 23 MAR 21 | GRANTScape REG D C | | 11,140.00 | 35,496.94 * |
| 24 MAR 21 | B/P to: The Defib Pad | 147.60 | | |
| 24 MAR 21 | Credit 000009 | | 50.00 | |
| 24 MAR 21 | COX KD | | 145.15 | 35,544.49 * |
| 26 MAR 21 | EMMA THOMSON | | 10.50 | 35,554.99 * |
| 30 MAR 21 | GRANTScape REG D C | | 18,735.00 | 54,289.99 * |
| | Balance carried forward, cont. overleaf | | | 54,289.99 * S |

You can ask us to send you details of our rates and how we work them out.

Abbreviations: * credit balance DR overdrawn S sub total (intermediate balance)

Type of account: Current T1

You can ask us to send you details of our rates and how we work them out.
Abbreviations: * credit balance DR overdrawn S sub total (intermediate balance)

MINUTES OF THE PLAYING FIELD IMPROVEMENT COMMITTEE MEETING OF EASTON ON THE HILL PARISH COUNCIL

held on 16th MARCH 2021 at 7.30pm

Due to the continuation of covid-19, councils are permitted to meet remotely to conduct their business. This meeting was held by zoom and members of the public were invited to “attend” by using the details on the agenda and website.

Present: Councillors K Dow (Chairman), T Nicol, D Sharpe, S Woodman (left at 8.40)
And non-Councillor members; J Boulton, K Cox, D Davenport, C Hamilton
Clerk: J Rice

| | |
|----------------|--|
| PFC/103 | APOLOGIES FOR ABSENCE |
| | To receive and note apologies received and if accepted by the Clerk. No apologies were received. Cllr Bates and L Hallam were absent. The Clerk said that apologies should be sent to her whenever possible and Cllr Dow said he would remind people. Action Cllr Dow |
| PFC/104 | DECLARATIONS OF INTEREST |
| | <i>To receive all declarations of interest under the Council's Code of Conduct related to business on the agenda. (Members should disclose any interests in the business to be discussed and are reminded that the disclosure of a Disclosable Pecuniary Interest will require that the member withdraws from the meeting room during the transaction of that item of business).</i> There were no declarations of interest made. |
| PFC/105 | PUBLIC TIME. Arrangements were made for the public to join the meeting remotely or join by telephone call if they wish using the Zoom link on the website. A maximum of 15 minutes was permitted for members of the public to address the meeting remotely on any item on the agenda. If necessary, Chairman to remind the public of the Public Speaking at Council and Committee Meetings Policy. There were no members of public present. |
| PFC/106 | To receive and agree as correct the minutes of the meetings on 15th February 2021, previously circulated. Motion: To accept the minutes and review actions. The minutes of the last meeting were agreed as a true record and will be duly signed. Action Clerk A review of action points was undertaken and information on charity status given By Cllr Dow in that it is a time consuming and costly process. If Trustees are changed or if the charity is re-purposed, the same applies. The legalities are being investigated further. Action Cllr Dow |
| PFC/107 | To receive and note a request from local multi sports club, Macca Sports, to use the playing field for children's multi-sport activities during school holidays. C Hamilton had recently circulated some information on a private company wanting to use the playing field for multi-sports in the holidays and will be presenting a formal proposal shortly. The company has an inclusive approach and are very well run in C Hamilton's experience. The Clerk stated there probably needs to be a hire policy drawn up and consideration given to the cricket club lease arrangements. The issue will be put to the full council, with this committee support. Action Clerk |
| PFC/108 | To receive and note a request from Wittering Football Club to use the playing field for football matches and parish council response. Motion: To discuss and agree any concerns to feedback to working group. The information was received and noted. The committee was supportive of the idea. The crossover of the pitches needs to be considered and a rental policy in place. This will be fed back to the full council. The club is preparing the formal proposal after an initial working group meeting. |

Signed electronically for now by *Keir Dow*, Chairman

| | |
|---------|--|
| PFC/109 | <p>To review progress since the last meeting on Phase 1; grant payments, schedule, orders, with a report from the Play equipment group and other members for demolition/fencing and car park progress/update.</p> <p>Motion: To agree any further actions as necessary</p> <p>Cllr Woodman updated the committee on the car park works this week. The Clerk is arranging the drawdown of grant payments and the contingency fund will be confirmed by Friday 19/3. This affects the Grantscape invoices. The Playdale invoices are sorted and works due to start w/c 22/4. Action Cllr Woodman to confirm/Clerk to arrange</p> <p>The layout plan from Playdale was discussed and the wooden fencing was agreed as discussed and maximising the space available however if, following a meeting with Playdale on Friday to help visualise it all in place, their recommendation alters, the fencing lines will be altered. Action All</p> |
| PFC/110 | <p>To receive an update on grant applications and plan of action/priorities if successful or not, circulated.</p> <p>Motion: to agree priorities and future applications.</p> <p>The draft plan of priorities was received, noted and agreed, and is dependent on grant success or not. The Clerk confirmed that the Horticultural Society was not eligible to apply for a grant from the Prince's Countryside Trust. The Maud Elkington Trust application decision is due mid-April and the Mick George grant result is expected end of April. The Augean grant 2 to be adjusted accordingly by 12th May. Action Clerk</p> |
| PFC/111 | <p>To receive an update from the fundraising group, including charity status update and resolve any help or action necessary. Amounts summary circulated. To note recognition of fundraising efforts so far from Parish Council.</p> <p>Motion: To agree actions for fundraising.</p> <p>The group confirmed the amounts raised through donations so far and thanks and recognition was passed on from the Parish Council and noted. An update from Mr Cox had been sent to the group. It was agreed that Mr Cox would lead on a fete/Fields in Trust "Field Day" to be organised for July, for which permission will be requested from the Parish Council. Action Clerk A separate children's bike ride competition was suggested in the lead up. (Cllr Woodman had to leave for work at this point). "Easyfundraising" was mentioned as an option for raising funds, as Collyweston do, however thoughts are the work involved does not warrant the return. It will be further investigated. Action Cllr Dow</p> |
| PFC/101 | <p>To receive and note information on the 100 Club.</p> <p>Motion: To decide whether to set one up.</p> <p>The idea of a 100 club was discussed and whilst it was thought to be a good idea and probably popular, a Parish Council would have difficulty running it by the Clerk and it was decided this could be researched further and re-visited possibly by the Cricket Club. Action Cllr Dow/K Cox/L Hallam/CC</p> |
| PFC/102 | <p>To discuss internal communication standards, in particular email response times, and external communications.</p> <p>Motion: To agree standards to aim for.</p> <p>K Cox raised an issue with internal communications between/within groups and wondered if response times could be useful and agreed. It was acknowledged that this is not appropriate given people's differing availability and commitments. It was agreed that it would help if authors of emails could put what action is needed by whom and when or if it is for information only. Action all</p> <p>It was agreed that an article for the next WOTH will be prepared by the Communications group by 25/3/21. Action D Davenport</p> |
| PFC/103 | <p>To agree the date and time of the next meeting, considering MG result and Augean deadline.</p> <p>The date of the next meeting was agreed as Thursday 29th April 2021 at 7.30pm.</p> |

Minutes of the Planning Committee meeting of Easton on the Hill Parish Council

on Tuesday 23rd March 2021 at 7.00pm by Zoom video conferencing, details of which were on the agenda and website

Present: Cllr A O'Grady (Chairman), Cllr E Hanson, Cllr J Rawlinson, Cllr D Sharpe

Clerk: J Rice

Members of the public: None

| | |
|--------------|--|
| PC/61 | APOLOGIES FOR ABSENCE |
| | To receive and note apologies and if accepted by the Clerk. There were no apologies – all committee members present. |
| PC/62 | DECLARATIONS OF INTEREST |
| | To receive all declarations of interest under the Council's Code of Conduct related to business on the agenda. (Members should disclose any interests in the business to be discussed and are reminded that the disclosure of a Disclosable Pecuniary Interest will require that the member withdraws from the meeting room during the transaction of that item of business). Cllr Sharpe declared a personal interest in item 65 (c) |
| PC/63 | PUBLIC TIME. Arrangements were made for the public to join the meeting remotely or join by telephone call if they wish using the Zoom link on the website. A maximum of 15 minutes was permitted for members of the public to address the meeting remotely on any item on the agenda. There were no members of public present. |
| PC/64 | TO RECEIVE AND AGREE AS CORRECT THE MINUTES OF THE LAST MEETING on 23rd February 2021 The minutes were agreed as a true record and will be signed in due course due to the pandemic. Action Clerk/Chairman |
| PC/65 | THE FOLLOWING WERE DISCUSSED AND PARISH COUNCIL RESPONSE AGREED, TO THE FOLLOWING NEW PLANNING APPLICATIONS: a) 21/00202/LBC to raise height of rear garden boundary wall from 1.5m to 2.3m between 23 Church St and 21 Church St Deadline 27/3/21. This was discussed and there were no objections. Action Clerk to send response. b) 21/00214/FUL removal of rear conservatory, proposed rear single storey extension, replacement doors and windows to front elevation at 33 West St. Deadline extended to 23/3/21. This was discussed and there were no objections. Action Clerk to send response. c) 21/00250/FUL single storey extension to rear, ground and f/f side extension and front canopy at 23 Western Ave deadline 9/4/21. This was discussed and there were no objections. Action Clerk to send response. |
| PC/66 | THE FOLLOWING PLANNING APPLICATION AWAITING DECISIONS OR DECISIONS MADE WERE NOTED: a) 20/01667/OUT Permanent farm manager's dwelling at land at Cliffe Road. Deadline 19/2/21, refused outline permission 15/3/21. b) 20/01396/TCA reduce height of walnut tree, remove elder tree, reduce height of beech tree, remove stems of cotoneaster at 16D West St. Deadline 22/2/21 decision received 10/2/21. Query unanswered. c) 20/01397/TCA remove 2 silver birch at 16B West St. Deadline 22/2/21. Decision received 10/2/21. Query unanswered. a) 21/00207/TCA remove Hawthorne, reduce canopy of Holly and Leylandii at 56 High St, deadline 13/3/21. Awaiting decision. b) 20/01251/FUL erect a converted shipping container as a temporary structure to provide additional classroom space for nursery children at The Little Lane Nursery. No objections/support sent. Deadline extended to 11/3/21. Permitted 22/3/21. c) 20/01635/LBC and 634/FUL erection of s/s annexe to the side of existing garage at 34 Stamford Road, deadline ext to 22/1/21. Permitted 23/2/21 |

| | |
|--------------|---|
| | <p>d) 20/01678/FUL alterations and extensions to bungalow including addition of first floor at 4 The Lane, deadline 4/2/21. Awaiting decision.</p> <p>e) 20/01226/FUL erection of 5 new detached dwellings at 37 West St. Withdrawn</p> |
| PC/67 | <p>TO NOTE DEVELOPER'S RESPONSE TO COUNCIL DECISION REGARDING HOUSING NEEDS SURVEY – CIRCULATED.</p> <p>This was received and noted. No further action required.</p> |
| PC/68 | <p>TO NOTE CONSULTATION ON STAMFORD NEIGHBOURHOOD PLAN FROM 8/3/21 TO 19/4/21 AND AGREE FEEDBACK</p> <p>This was received and noted and no comment was felt necessary as the content and process were accepted.</p> |
| PC/69 | <p>TO AGREE DATE OF NEXT MEETING.</p> <p>The date of the next meeting was agreed as Tuesday 27th April 2021 at 7pm.</p> |

Available to download at www.eastononthehill-pc.gov.uk

DATED

2021

EASTON ON THE HILL PARISH COUNCIL

and

[]

on behalf of EASTON ON THE HILL CRICKET CLUB

LEASE

Relating to premises known as

Easton on the Hill Cricket Club, Playing Field (Part of Easton Town Estate

WELLERS HEDLEYS SOLICITORS

Butler House

Guildford Road

Great Bookham

Surrey

KT23 4HB

Contents

Page No.

| | | |
|----|-------------------------------|-------------------------------------|
| 1. | Definitions | 5 |
| 2. | The Demise | 6 |
| 3. | The Permitted User | 6 |
| 4. | Conditions of Use | 6 |
| 5. | Regulations | 7 |
| 6. | Tenant's Covenants..... | 8 |
| 7. | The Landlord's Covenants..... | 13 |
| 8. | Provisos | 13 |
| 9. | Notices | 14 |
| | The First Schedule | 16 |
| | (Rights Granted) | 16 |
| | The Second Schedule..... | 17 |
| | (Rights Reserved) | 17 |
| | The Third Schedule..... | 18 |
| | (Open Market Rent) | 18 |
| | Appendix 1 | Error! Bookmark not defined. |
| | Plan 1 | Error! Bookmark not defined. |

PREScribed CLAUSES

LR1. Date of Lease

LR2. Title number(s)

LR2.1 Landlord's title number(s)

NN373737

LR2.2 Other title numbers

LR3. Parties to this Lease

Landlord

EASTON ON THE HILL PARISH COUNCIL of

Tenant

Easton on the Hill Cricket Club

Other parties

None

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 definition of "Demised Premises" in clause 1.1.3 of 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 1.1.8 in the definition of "the Term".

| | |
|---|---|
| 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. | <p>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</p> <p>None</p> <p>LR9.2 Tenant's covenant to (or offer to) surrender this Lease</p> <p>None</p> <p>LR9.3 Landlord's contractual rights to acquire this Lease</p> <p>None</p> |
| LR10. Restrictive covenants given in this Lease by the Landlord in respect of land other than the Property | None |
| LR11. Easements | <p>LR11.1 Easements granted by this Lease for the benefit of the Property</p> <p>The easements included in The First Schedule of this Lease.</p> <p>LR11.2 Easements granted or reserved by this Lease over the Property for the benefit of other property</p> <p>The easements included in The Second Schedule of this Lease.</p> |
| LR12. Estate rent charge burdening the Property | |
| LR13. Application for standard form of restriction | None |
| LR14. Declaration of trust where there is more than one person comprising the Tenant | |

THIS LEASE is made the day of 2021

BETWEEN

(1) **THE LANDLORD** **EASTON ON THE HILL PARISH COUNCIL** of

(2) **THE TENANT** on behalf of **EASTON ON THE HILL CRICKET CLUB** of

AGREED TERMS

1. DEFINITIONS

1.1. In this Lease the following terms shall have the meanings specified in this Clause:

- 1.1.1. “the Landlord” shall where the context so admits include their successors in title;
- 1.1.2. “the Tenant” shall where the context so admits include their successors in title and where the Tenant comprises more than one person or body covenants by the Tenant shall be joint and several;
- 1.1.3. “the Demised Premises” means Land at Easton on the Hill Playing Field or thereabouts as identified on Plan 1 annexed and thereon edged red all additions, alterations and improvements thereto carried out during the Term but excluding any fixtures installed by the Tenant for the avoidance of doubt the Clubhouse does not form part of the Demised Premises as it is owned by the Tenant;
- 1.1.4. “the Boundary Road” means Ketton Drift and shown colored brown on the Plan.
- 1.1.5. “the Cricket Outfield” means the area edged green on the Plan.
- 1.1.6. “the Clubhouse” means the clubhouse currently located on the Demised Premises and such future clubhouse which may be placed on the Demised Premises from time to time;
- 1.1.7. “an Expert” means an independent surveyor:
 - 1.1.7.1. who is a Member or Fellow of the Royal Institution of Chartered Surveyors;
 - 1.1.7.2. with relevant experience in the subject matter of the dispute; and
 - 1.1.7.3. appointed in accordance with clause 10;

- 1.1.8. "the President" means the president for the time being of the Royal Institution of Chartered Surveyors or a person acting on their behalf;
- 1.1.9. "the Plan" means the plan attached to this lease.
- 1.1.10. "the Insured Risks" means the risks of loss or damage by fire, lightning, explosion, aircraft, including articles dropped from aircraft, riot, civil commotion, malicious damage, earthquake, storm, tempest, flood, bursting and overflowing of water pipes, tanks and other apparatus, and impact by road vehicles and any other risks the Landlord acting reasonably from time to time by notice to the Tenant decides to insure against;
- 1.1.11. "the Term" means the period of Twenty Five (25) years and any period of holding over or extension or continuance thereof whether by statute or common law (subject to determination as hereinafter provided);
- 1.1.12. "the Review Date" means [] and every third year thereafter on the annual anniversary of that date;
- 1.1.13. the expression "The Town and Country Planning Act 1990" shall be deemed to include respectively any Act or Acts for the time being in force amending or replacing the same and any orders regulations or directions for the time being issued under or by virtue of the same or any Act or Acts thereby consolidated or any Act or Acts for the time being in force amending or replacing the same;
- 1.1.14. "the Rent Commencement Date" means the date of this Lease.
- 1.1.15. "the Wicket" means the area hatched black on the Plan.

2. THE DEMISE

The Landlord with full title guarantee hereby demises to the Tenant **ALL THAT** the Demised Premises **TOGETHER** with the rights described in The First Schedule **EXCEPT AND RESERVING** to the Landlord and all others entitled the rights as described in The Second Schedule **TO HOLD** the same unto the Tenant for the Term from the date of this Lease **YIELDING AND PAYING** therefore the yearly rent of a peppercorn (subject to review on the Review Date in accordance with clause 6.1.4 of this Lease) to be paid by one payment in advance on the 1st April in each year the first payment being made on the Rent Commencement Date and being a proportionate sum in respect of the period from the Rent Commencement Date to the following date for payment.

3. THE PERMITTED USER

- 3.1.** Subject to the provisions of clause 4 the Demised Premises and Clubhouse must not be used for any purpose except as a recreation ground for the playing of cricket, a clubhouse and storage facilities ancillary to the use as a cricket club.
- 3.2.** It is hereby agreed and declared between the parties hereto that the Landlord makes no representation and gives no warranty as to the permitted user of the Demised Premises and Clubhouse

4. CONDITIONS OF USE

- 4.1. Subject to the provisions of this Lease the Tenant nor any other person or body whatever shall be granted or obtain exclusive rights of use over the Demised Premises (except for the Wicket Area and Clubhouse) or any part thereof or items of equipment thereon other than at such times approved by the Landlord and the Tenant where exclusive use for a specified time is necessary for the proper use of a specific facility or for essential maintenance operations and at all other times access must be made available for the general public.
- 4.2. The Cricket Field shall may be used by members of the public at all times.
- 4.3. The Tenant may allow the Demised Premises (including the Wicket Area) and its facilities to be used by other sports groups.
- 4.4. The Tenant may not levy a charge for use by other sports groups but may seek to recover any expenses incurred.
- 4.5. Events, other than cricket matches and associated training are not permitted on the Cricket Field or surrounding area without prior written permission from the Landlord and subject to a minimum of 48 hours' notice.
- 4.6. The Tenant is not permitted to hold any auction sale on the Demised Premises or in associated buildings nor to use the same for any dangerous noxious noisy or offensive trade business occupation nor for any illegal or immoral purposes.
- 4.7. Not to reside in any of the buildings nor hold any event at a time that is in direct competition with any other function or event being held in the Village of Easton on the Hill
- 4.8. Not to impose any new regulation in connection with the use of the Cricket Field without the prior consent in writing of Easton on the Hill Parish Council
- 4.9. To pay the Landlord on demand and indemnify it against all costs charges and expenses incurred by the Landlord in abating any public or private nuisance on or arising from the use of the Cricket Field or buildings as a result of default of the Tenant.

5. REGULATIONS

The Tenant shall comply with the following regulations:

- 5.1. The Tenant shall appoint at least one member of the Cricket Club Committee to be a Parish Councilor ("the Cricket Club Committee").
- 5.2. The Cricket Club Committee should appoint a secretary and an auditor or treasurer and any other unpaid officers that it may consider necessary.
- 5.3. Each year the Cricket Club Committee shall hold an Annual General Meeting during the month of April and such meeting must be open to all residents of the village of Easton on the Hill over eighteen years of age and advertised twenty one days in advance by notices fixed in prominent places in the village.
- 5.4. The Chairman of the Cricket Club Committee shall deliver to the Landlord copies of its annual accounts relating solely to the Cricket Club including a complete statement of all receipts and payments in respect of the land and buildings during the preceding

year and a report setting out the condition of the Wicket Area, Cricket Field and any buildings surrounding the same and the manner in which the Cricket Field has been held during that year including lists of all the users of all the facilities.

- 5.5.** The Cricket Club Committee may from time to time alter rules for the conduct of its business providing such changes are recorded in a minute book of its meetings and approval is obtained from the Landlord in writing.
- 5.6.** If the Cricket Club Committee by a majority decides at any time that on the ground of expense or otherwise it is necessary or advisable to discontinue the use of the Demised Premises in whole or in part for the purposes previously indicated it shall call a meeting of the residents of Easton on the Hill of the age of eighteen years or over giving a minimum of twenty one days' notice (stating the terms of the resolution that will be proposed) and posted in conspicuous places within the village of Easton on the Hill. If such a decision should be confirmed by a majority of the residents present at such meeting the Cricket Club may sell or dispose of its property in such way as it reasonably thinks fit and any monies accrued (after payment of all debts and liabilities) shall be either held on trust or allocated to such other charitable purpose or object to benefit the residents of the village of Easton on the Hill
- 5.7.** The Cricket Club Management Committee must have a Constitution for the Club.
- 5.8.** No advertising or hoardings shall be permitted on the Cricket Field or associated buildings without the written consent of the Landlord.

6. TENANT'S COVENANTS

The Tenant hereby covenants with the Landlord as follows:

6.1. Rent

- 6.1.1. To pay the reserved rent on the day and in manner aforesaid.
- 6.1.2. Not to exercise or seek to exercise any right or claim to withhold rent or any right or claim to legal or equitable set off (except as authorised by this Lease).
- 6.1.3. The Rent shall be reviewed on each Review Date.
- 6.1.4. The Rent shall be reviewed on each Review Date to equal:
 - 6.1.4.1.the amount agreed between the Landlord and Tenant at any time (whether or not that amount is the Open Market Rent); or
 - 6.1.4.2.in the absence of such agreement, the greater of:
 - 6.1.4.2.1.the Rent payable immediately before the relevant Review Date; or
 - 6.1.4.2.2.the Open Market Rent agreed or determined pursuant to Clause 10 and The Third Schedule by the Landlord at its absolute discretion acting reasonably.

- 6.1.5. If the Landlord and Tenant have not agreed the revised Rent by the relevant Review Date, then either party may at any time refer the revised Rent for determination by the Expert in accordance with clause 10. The Expert can be appointed in accordance with the terms of this Lease irrespective of whether the Landlord and Tenant have tried to first reach an agreement on the revised Rent.

6.2. Outgoings

To pay on demand and to indemnify the Landlord against:

- 6.2.1. All rates, taxes, assessments, charges, impositions and outgoings which are now or at any time during the Term shall be charged, assessed or imposed upon the Demised Premises and Clubhouse (excluding any payable by the Landlord occasioned by receipt of the rent hereunder or by any disposition or dealing with this Lease) or in respect of any public utility or other service charge relating thereto (including without prejudice to the generality of this clause) gas, water and electricity charges and standing charges

6.3. Repair Cleansing and Decoration

- 6.3.1. The Tenant must repair the Premises (including the Building) and keep them in good condition and repair, except for damage caused by one or more of the Insured Risks save to the extent that the insurance money is irrecoverable due to any act or default of the Tenant or anyone at the Premises expressly or by implication with its authority.
- 6.3.2. To keep the Wicket Area in a good state of repair through proper maintenance of grass and other playing surfaces and to keep it free from weeds.
- 6.3.3. The Tenant shall not do or make any excavations or construction works other than works for the proper maintenance and upkeep of the Cricket Field and Wicket Area or as may be necessary for levelling and relaying a portion of the Cricket Field for a cricket pitch without the written consent of the Landlord.
- 6.3.4. Not without the Landlords previous written consent to cut down or injure any trees plants bushes or hedges or permanently remove any soil clay and or any other materials from the Demised Premises.
- 6.3.5. The Tenant must maintain and keep in good condition and repair those parts of the Demised Premises that are not built upon in a fit state for the Permitted Use.
- 6.3.6. The Tenant must replace any Landlord's fixtures and fittings on the Demised Premises that are beyond repair at any time during or at the end of the Term.
- 6.3.7. The Tenant must keep the Premises clean and tidy and clear of all rubbish.
- 6.3.8. The Tenant must not cause or permit the adjoining property of the Landlord to be obstructed or become untidy.

6.3.9. The Tenant must redecorate the outside and inside of the Building, as often as is necessary in the opinion of the Landlord in order to maintain a high standard of decorative finish and attractiveness and in the last year of the Term.

6.4. Waste and alterations

- 6.4.1. Not to do in or near the Demised Premises or Clubhouse any act or thing by reason of which the Landlord may under any statute incur have imposed upon it or become liable to pay any penalty damages compensation costs charges or expenses.
- 6.4.2. Not without the Landlord's prior written consent (such consent not to be unreasonably withheld) to make any improvements alterations or structural repairs to the Demised Premises or Clubhouse or to alter or modify the external appearance of the Demised Premises.
- 6.4.3. The Tenant shall obtain the consent and approval of the Landlord before any application is made for Planning or Building Regulation consent in respect of any proposed alteration and extension and shall provide to the Landlord such plans and information as the Landlord shall reasonably require in respect of such application.
- 6.4.4. The Tenant must not commit any waste, make any addition to the Premises, unite the Premises with any adjoining premises.
- 6.4.5. At the end of the Term, if so requested by the Landlord, the Tenant must remove any additional buildings, additions, alterations or improvements made to the Premises and must make good any part or parts of the Premises that may be damaged by their removal.
- 6.4.6. The Tenant must not make any connection with the Conduits except in accordance with plans and specifications approved by the Landlord and subject to consent to make the connection having previously been obtained from the competent authority, undertaker or supplier.

6.5. Access of Landlord and notice to repair

To permit the Landlord and their duly authorised agent with or without workmen and others at all times to enter upon the Demised Premises and Clubhouse and examine the condition thereof and after which the Landlord may serve upon the Tenant a notice in writing specifying any repairs necessary to be done and for which the Tenant is liable and require the Tenant forthwith to execute the same and if the Tenant shall not within thirty days after service of such notice proceed diligently with the execution of such repairs then to permit the Landlord to enter upon the Demised Premises and Clubhouse and execute such repairs and thereupon the cost shall be a debt due from the Tenant to the Landlord together with all expenses incurred by the Landlord in connection therewith.

6.6. Alienation

- 6.6.1. Subject to the provisions of clause 6.6.2, not to assign underlet or part with possession or grant to third parties any rights to occupy the whole or any part of the Demised Premises or Clubhouse.
- 6.6.2. The Tenant is permitted to share the Demised Premises with other cricket clubs and third parties subject to the Landlord's prior written consent but must not charge a fee for such use and not grant licences or letting agreements in respect of such use or create a relationship of landlord and tenant.
- 6.6.3. Without prior consent of the Landlord, the Tenant shall be permitted to assign the whole of the Demised Premises to other members of the Easton on the Hill Cricket Club.
- 6.6.4. With prior written consent (such consent not to be unreasonably withheld or delayed) of the Landlord, the Tenant shall be permitted to assign the whole of the Demised Premises to such entity which has been created as a bone fide attempt to incorporate the structure of Easton on the Hill Cricket Club to include but not limited a limited company by share or guarantee, limited liability partnership, community benefit society or charitable incorporated organization.

6.7. Landlord's Costs

- 6.7.1. To pay all costs charges and expenses (including solicitor's costs, bailiff's fees and surveyor's fees) incurred by the Landlord on a full indemnity basis of and incidental to or in contemplation of:
 - 6.7.1.1.the recovery or attempted recovery of payments due from the Tenant to the Landlord under the terms of this Lease;
 - 6.7.1.2.the preparation and service of a notice under Section 146 of the Law of Property Act 1925 and whether or not the notice is actually served or notwithstanding that forfeiture is avoided otherwise than by relief granted by the Court;
 - 6.7.1.3.the enforcement of the Tenant's covenants herein contained;
 - 6.7.1.4.the preparation and service of any Schedule of Dilapidations prepared on behalf of the Landlord on the Tenant and the Landlord's Surveyor's charges for compiling the same and supervising the work detailed therein.

6.8. User

- 6.8.1. Not at any time to use or permit or suffer to be used the Demised Premises or Clubhouse for any immoral or illegal purpose.
- 6.8.2. Not to use the Clubhouse other than facilities for the use of Easton on the Hill Cricket Club its members and guests or such other purposes as the Landlord may previously authorise in writing.

- 6.8.3. Subject to clause 6.8.4 the Boundary Path (shown colored brown on Plan 1 annexed), the Demised Premises and Clubhouse is to be available for use by all members of the public at all times.
- 6.8.4. The Cricket Ground shall be available for use by members of the public except during cricket matches and training sessions when it shall be used by the Cricket Club exclusively.
- 6.8.5. The Wicket area (edged green on Plan 1) shall not be available for use by the public at any time and shall be for the sole use of the members of the Cricket Club.

6.9. Statutory Notices

- 6.9.1. Within seven days of the receipt of any order or notice by any government department local or public authority to produce the same to the Landlord and without delay to take all reasonable steps to comply with such notice so far as it relates to the Demised Premises or Clubhouse or to join with the Landlord in making such representations in respect of such notice as the Landlord shall deem expedient.
- 6.9.2. Without prejudice to the generality of the above to comply in all respects with the provisions of any statutes and any other obligations imposed by law or by any bye- laws applicable to the Demised Premises and Clubhouse.

6.10. The Planning Acts

Not to do or omit or to permit or suffer to be done or omitted any act matter or thing in on or respecting the Demised Premises or the Clubhouse which shall contravene the provisions of the Town and Country Planning Act 1990 at all times hereafter to indemnified and keep indemnified the Landlord against all actions, proceedings, costs, expenses, claims and demands in respect of any such act matter or thing contravening the said provisions of the said Act as aforesaid.

6.11. Yielding Up

At the end of the Term (whenever and however the Term determines), to yield up the Demised Premises in substantial repair and condition and to remove any Tenant's fixtures and fittings (except for the buildings on the Demised Premises on the date hereof) if so requested by the Landlord.

6.12. Indemnities

- 6.12.1. To be responsible for and to keep the Landlord fully indemnified against all damages, losses, costs, expenses, actions, demands, proceedings, claims and liabilities made against or suffered or incurred by the Landlord arising directly or indirectly out of:

6.12.1.1. any act omission or negligence of the Tenant or any persons at the Demised Premises expressly or impliedly with the Tenant's authority and under the Tenant's control;

6.12.1.2. 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.

6.12.2. To give notice to the Landlord of any defect in the Demised Premises 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 Premises Act 1972 or otherwise and at all times to display and maintain all notices which the Landlord may from time to time reasonably require to be displayed at the Demised Premises.

6.13. Insurance

6.13.1. To keep the Demised Premises and the Clubhouse insured with reputable insurers approved by the Landlord (such approval not to be unreasonably withheld) against loss or damage by the Insured Risks and such other risks as the Landlord may from time to time reasonably require for an amount equivalent to its full reinstatement cost (including all professional fees).

6.13.2. To produce to the Landlord on demand a copy of the policy of insurance maintained by the Tenant and the receipt for the premium payable for it.

6.13.3. If the Demised Premises or Clubhouse or part of it is destroyed or damage by any of the Insured Risks against which the Tenant is liable to insure forthwith to reinstate the Demised Premises or such part of it as may have been so damaged or destroyed.

6.13.4. If it is impossible or impractical to reinstate the Demised Premises in accordance with clause 6.13.3 any moneys received under the policy of insurance shall be divided between the Landlord and the Tenant according to the value of their respective interests in the Demised Premises (to be determined in the event of default by a single arbitrator to be appointed by the President for the time being of the Royal Institution of Chartered Surveyors).

7. THE LANDLORD'S COVENANTS

The Landlord hereby covenants with the Tenant as follows:

7.1. Quiet Enjoyment

The Tenant paying the rent hereby reserved and observing and performing the several covenants on their part hereinbefore contained shall peaceably hold and enjoy the Demised Premises during the Term without any interruption by the Landlord or by any person rightfully claiming under or in trust for him.

8. PROVISOS

It is hereby agreed and declared as follows:

- 8.1.** If and whenever during the Term the Tenant breaches any covenant or other term of this Lease the Landlord may at any time re-enter the Demised Premises, or any part of them in the name of the whole and thereupon the Term is to cease absolutely but without prejudice to any rights or remedies that may have accrued to the Landlord against the Tenant or to the Tenant against the Landlord in respect of any breach of covenant or other term of this Lease.
- 8.2.** The Tenant shall not be entitled to any right of light or air or otherwise which would in any way interfere with the use by the Landlord or any other person deriving title under it of its adjoining or adjacent land or building or for any other purpose and in particular (but without prejudice to the generality of the foregoing) the Tenant shall not be entitled to the benefit of any quasi-easement right or privilege now or formerly used or enjoyed by the Landlord over any adjoining or neighbouring property owned by it

9. NOTICES

Any Notice under this Lease shall be in writing and shall be duly served if sent by recorded delivery service or delivered by hand. Notices to be served on the Landlord should be served on the Clerk to the Parish Council at the office of the Parish Council and notices to be served on the Tenant are to be duly served if sent or delivered to the Registered Office of the Company

10. EXPERT DETERMINATION

- 10.1.** This clause 10 applies in relation to any matter that is to be referred to an Expert for determination pursuant to the rent review provisions in clause 6.1.4:
- 10.2.** The Landlord and Tenant shall agree on the appointment of an Expert and shall agree with the Expert the terms of their appointment.
- 10.3.** If the Landlord and Tenant are unable to agree on an Expert or the terms of their appointment within 20 working days of either party serving details of a suggested expert on the other, either party shall then be entitled to request the President to appoint an Expert and agree with the Expert the terms of appointment.
- 10.4.** The Expert shall be required to prepare a written decision including reasons and give notice (including a copy) of the decision to the parties within a maximum of 20 working days of the matter being referred to the Expert.
- 10.5.** If the Expert dies or becomes unwilling or incapable of acting, or does not deliver the decision within the time required by this clause, then:
- 10.5.1. either party may apply to the President to discharge the Expert and to appoint a replacement Expert with the required expertise; and
- 10.5.2. this clause 10 shall apply to the new Expert as if they were the first Expert appointed.
- 10.6.** The parties are entitled to make submissions to the Expert including oral submissions and must provide (or procure that others provide) the Expert with such assistance and documents as the Expert reasonably requires for the purpose of reaching a decision.

- 10.7.** To the extent not provided for by this clause 10, the Expert may in their reasonable discretion determine such other procedures to assist with the conduct of the determination as they consider just or appropriate including (to the extent considered necessary) instructing professional advisers to assist them in reaching their determination.
- 10.8.** The Expert shall act as an expert and not as an arbitrator. The Expert shall determine the matter referred to the Expert under this Lease. The Expert may award interest as part of their decision. The Expert's written decision on the matters referred to them shall be final and binding on the parties in the absence of manifest error or fraud.
- 10.9.** The Tenant must bear all costs (for the avoidance of doubt this includes all costs incurred by the Landlord) in relation to the reference to the Expert.
- 10.10.** The Landlord and Tenant must bear the Expert's fees and any costs properly incurred by them in arriving at their determination (including any fees and costs of any advisers appointed by the Expert) equally or in such other proportions as the Expert shall direct.
- 10.11.** If either the Tenant or Landlord does not pay the Expert's fees and expenses within ten working days of demand by the Expert, then:
- 10.11.1. The other party may pay instead; and
- 10.11.2. the amount so paid shall be a debt of the party that should have paid and shall be due and payable on demand to the party that made the payment pursuant to clause 10.11.1.
- 10.12.** The Landlord and Tenant must act reasonably and co-operate to give effect to the provisions of this clause and otherwise do nothing to hinder or prevent the Expert from reaching their determination.

It witness of which the parties have executed this Deed the day and year first before written.

THE FIRST SCHEDULE

(RIGHTS GRANTED)

1. The free and uninterrupted passage of running water and soil gas and electricity from and to the Demised Premises through the sewers drains and watercourses cables pipes and wires which are now or may at any time during the Term be in under or passing through the Demised Premises.
2. The right of access and egress to the Demised Premises over the Landlord's adjoining property.
3. The right to use the Landlords adjoining property (including the car park) for its intended purpose.
4. The right to connect into, repair and renew and use the Adjoining Conduits and to enter the adjoining property of the Landlord for the purpose subject to the Tenant:
 - 4.1. causing as little damage and inconvenience as possible;
 - 4.2. making good any damage however caused to the satisfaction of the Landlord;
 - 4.3. giving to the Landlord not less than 48 hours' notice in writing (except in an emergency);
 - 4.4. in carrying out any works having regard to the use of the adjoining property of the Landlord as public open space;
 - 4.5. indemnifying the Landlord from and against all Losses arising from or in connection with the exercise of the rights granted by this paragraph 4.
5. A right of way of way at all times and for all purposes relating to the Permitted Use over the Boundary Road.

THE SECOND SCHEDULE

(RIGHTS RESERVED)

1. The free passage and running of water soil gas and electricity and other services by and through the sewers pipes wires and drains now in under or upon the Demised Premises.
2. All the rights of entry upon the Demised Premises referred to in clause 6.5 of this Lease.
3. The right to connect into, repair and renew and use the Conduits and to enter the Premises for the purpose subject to the Landlord:
 - 3.1. causing as little damage and inconvenience as possible and
 - 3.2. making good any damage however caused to the satisfaction of the Tenant
 - 3.3. giving to the Tenant not less than 48 hours' notice in writing (except in an emergency)
 - 3.4. indemnifying the Tenant from and against all Losses arising from or in connection with the exercise of the rights reserved by this paragraph 1.

THE THIRD SCHEDULE
(OPEN MARKET RENT)

1. Definitions

The following definitions apply in this Third Schedule:

- 1.1. Assumptions:** the assumptions set out in paragraph 2 of this Third Schedule.
- 1.2. Disregards:** the disregards set out in paragraph 3 of this Third Schedule.
- 1.3. Hypothetical Lease:** the Lease described in paragraph 4 of this Third Schedule.
- 1.4. Open Market Rent:** the annual rent (exclusive of VAT) at which the Demised Premises could reasonably be expected to be let:
 - 1.4.1. in the open market;
 - 1.4.2. at the relevant Review Date; and
 - 1.4.3. applying the Assumptions and Disregards.

2. Assumptions

- 2.1.** The matters to be assumed are:
 - 2.1.1. the Demised Premises is available to let in the open market;
 - 2.1.2. on the terms of the Hypothetical Lease;
 - 2.1.3. by a willing landlord to a willing tenant;
 - 2.1.4. with vacant possession; and
 - 2.1.5. without a fine or a premium.
- 2.2.** If the Demised Premises or any means of access to it serving the Demised Premises has been destroyed or damaged, it has been fully restored.
- 2.3.** No work has been carried out on the Demised Premises that has diminished its rental value.
- 2.4.** Any fixtures, fittings, machinery or equipment supplied to the Demised Premises by the Landlord that have been removed by or at the request of the Tenant, or any undertenant or their respective predecessors in title (otherwise than to comply with any law) remain at the Demised Premises.
- 2.5.** The Demised Premises may lawfully be used and is in a physical state to enable it to be lawfully used, by the willing lessee for any purpose permitted by this Lease.
- 2.6.** The Landlord and the Tenant have fully complied with their obligations in this Lease.

3. Disregards

- 3.1.** The matters to be disregarded are:

- 3.1.1. Any effect on rent of the fact that the Tenant or any authorised undertenant has been in occupation of the Demised Premises.
- 3.1.2. Any goodwill attached to the Demised Premises by reason of any business carried out there by the Tenant or by any authorised undertenant or by any of their predecessors in business.
- 3.1.3. Any effect on rent attributable to any physical improvement to the Demised Premises carried out before or after the date of this Lease, by or at the expense of the Tenant or any authorised undertenant with all necessary consents, approvals and authorisations and not pursuant to an obligation to the Landlord (other than an obligation to comply with any law).
- 3.1.4. Any effect on the rent attributable to any alterations carried out by the tenant prior to the commencement of this Lease.

4. Hypothetical Lease

4.1. A Lease:

- 4.1.1. of the whole of the Demised Premises.
- 4.1.2. for a term equal to the unexpired residue of the Contractual Term at the relevant Review.
- 4.1.3. with rent review dates every three years from the relevant Review Date.
- 4.1.4. otherwise on the terms of this Lease (other than the amount of the Annual Rent, clause 6.1.4.2.2 and the Review Dates).

Executed as a Deed by

**EASTON ON THE HILL PARISH
COUNCIL**

acting by two Councillors

in the presence of the Clerk

Council Member

Council Member

Clerk

Executed as a Deed **BY EASTON ON**)
THE HILL CRICKET CLUB acting by [)
] , its Chairman)

in the presence of:)
)
)

.....

.....

Witness signature

Witness name

.....

Witness address

.....

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Witness occupation

.....

Executed as a Deed by **EASTON ON**)
THE HILL CRICKET CLUB acting by)
its secretary)

in the presence of:)
)
)

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Witness signature

Witness name

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Witness address

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Witness occupation

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