



To Members of the Town Business Committee

You are hereby summoned to attend a meeting of the Committee to be held on Monday 2nd March 2026 at 7pm at the Stonehouse Town Hall/Library, Queens Road, Stonehouse, GL10 2QA

Committee Members:

Councillors: John Callinan, Keren Capeling, Carol Kambites (Committee Vice Chair), John Parker, Val Randell, Keith Terry, Carol Trim and Theresa Watt (Committee Chair)

All residents of the Parish are welcome to attend and a period of up to 15 minutes will be set aside at the beginning of the meeting for members of the public to raise questions.

Carlos Novoth

Town Clerk

24th February 2026

Attendees are reminded that the Proceedings of this meeting may be filmed, photographed or recorded.

A G E N D A

B/973 To receive apologies

B/974 To receive Declarations of Interest

B/975 To approve the minutes of the Business Committee meeting held on February 2026

B/976 Matters arising

B/977 To receive the latest budget position

B/978 To approve the latest BACS payment list and provide retrospective approval for Debit Card Payments

B/979 To approve a grant application from Stonehouse Community Association

B/980 To approve purchase of Thermal Imaging Device

B/981 To renew the council's subscription to the Cotswolds Canal Trust (CCT)

B/982 To consider and recommend to town council the renewal of the town council's long term (3 year) gas supply arrangements from December 2026

B/983 To approve the following key council documents

1. Transparency Code Information relating to the council's activities
2. Freedom of Information Publication Scheme

3. Data Protection Policy
4. Communications and Engagement Policy
5. IT policy

B/984 To recommend for council approval the final versions of the following leases

1. Stonehouse Town Football Club
2. Magpies Social Club

B/985 To receive an update on the council's progress towards meeting the requirements of Assertion 10 of the Annual Governance and Accountability Return (AGAR)

B/986 To receive updates from the following working groups:

1. Climate Change Action Forum - minutes attached
2. Communications
3. Oldends Lane Development
4. Support Stonehouse
5. Youth
6. Policy
7. Internal Audit Panel
8. Local Government Review

B/987 To note the date of the next meeting - Tuesday 7th April 2026



Minutes of a Town Business Committee Meeting held on Monday 2nd February 2026 at 7pm at the Stonehouse Town Hall/Library, Queens Road, Stonehouse, GL10 2QA

Present: Councillors John Callinan, Keren Capeling, Carol Kambites, John Parker, Carol Trim and Theresa Watt (Committee Chair).

In Attendance: Town Clerk and a representative of the Stonehouse School Trust

All residents of the Parish are welcome to attend and a period of up to 15 minutes will be set aside at the beginning of the meeting for members of the public to raise questions.

Attendees are reminded that the Proceedings of this meeting may be filmed, photographed or recorded.

There were no questions or comments. The representative of Stonehouse School Trust has attended the meeting to speak on behalf of the Trust's grant application. The Chair suggested that he be asked to speak during the relevant agenda item.

B/959 To receive apologies

Apologies were received from Cllrs Keith Terry and Val Randell

B/960 To receive Declarations of Interest

There was a declared interest from Cllr John Parker in relation to Agenda item B/966 Re the grant application from Stonehouse School Trust

B/961 To approve the minutes of the Business Committee meeting held on 12th January 2026

Committee **APPROVED** the minutes as a true and accurate record of the meeting subject to an amendment to agenda item B/955 in relation to the Oldends Lane Working Group update - at the time of the meeting in January, the working group were merely at the point of arranging a meeting with the climate change working group

With agreement of the Committee, the Chair brought forward agenda item B/966. In light of Cllr Parkers declared interest, he left the meeting.

- 1. Stonehouse Schools Trust (SST) - to undertake tree works**
A representative of Stonehouse School Trust was invited to answer Member's questions. It was acknowledged that the London Plane

trees were heavily braced and were located directly outside the Park Infant school - pollarding to reduce weight was necessary - the last time they were pollarded was in 2024. The trees are insured for Public Liability by Stonehouse School Trust. The Trust is currently in the process of proving to Land Registry that they own the trees - if successful, the Trust plans to transfer ownership to a more appropriate body. The tree surveyor thought that felling the trees could be considered at some stage but there is currently an appropriate set of measures that can be put into place to safely manage the trees.

There was concern that one of the limbs encroached the driveway into the school driveway and that it could be hit by high sided vehicles reversing in the school entrance - Committee asked if the tree surveyor could be instructed to check the relevant tree for this problem.

Committee **APPROVED** the grant application in full; £1,056 inc vat

2. **Stonehouse Community Association - to conduct a feasibility survey on the installation of solar panels to the community centre**
Committee **DEFERRED** the item due to an anomaly with the application

B/962 Matters arising

Committee **NOTED** the matters arising as detailed in the supporting papers

B/963 To receive the latest budget position

Cllr John Callinan confirmed that he had spent time with the Clerk earlier in the day in relation to some of the budget lines and as a result had no further queries.

Committee **NOTED** the latest budget position of Total Actual Net Expenditure of £364,654.51; total Actual Net Income of £436,405.49; Total Reserve movement of £38,500.17.

B/964 To approve the following payment lists for

1. **BACS payments**

Committee **APPROVED** the BACS payment lists of £25,101.80 and £500

2. **Debit Card Payments**

Committee **RETROSPECTIVELY APPROVED** the Debit Card payment list totalling £917.94

B/965 To recommend changes to the council's reserves

Committee felt that it was time to review all of the council's earmarked reserves ensuring further clarity. It was established that the council's priorities should be reviewed before making changes to the earmarked reserves. A query was raised as to why the Christmas Lighting Earmarked reserve had not been used; it was explained that this may be due to error or timing - The Clerk is to look into the matter. It was also suggested that the reserves report should show a total of Earmarked Reserves.

Committee **RESOLVED** to **DEFER** the item until the council's priority projects were reviewed

B/966 To approve the following grant applications:

1. **Stonehouse Schools Trust - to undertake tree works**
Agenda item brought forward - see above for details
2. **Stonehouse Community Association - to conduct a feasibility survey on the installation of solar panels to the community centre**
Agenda Item brought forward - see above for details

B/967 To approve the following in relation to the Oldends Lane Working Group:

1. **Cllr John Callinan as the working group's convener**
Committee **APPROVED** Cllr John Callinan as the working group Convener
2. **The Co-option of two members of the public, namely Gary Powell and Neil Gibbs onto the working group**
Committee **APPROVED** the co option of Gary Powell and Neil Gibbs as new members of the Oldends Lane Working Group as they met the criteria. Cllr Keren Capeling was also added to the working group.
3. **Officer time to produce scoping documents to allow the working group to secure preliminary advice from experienced contractors on the development, resurfacing and re-landscaping of Oldends lane car park**
Committee **APPROVED** the use of Officer time to produce scoping documents in support of the Oldends Lane Working Group's next project phase

B/968 For Business Committee to:

- a) **receive an update report from Officers on 'Assertion 10' and, Committee received the update report on progress being made with regards to 'Assertion 10'.**
- b) **recommend to full council a change to its website 'design' and 'host' to bring the website into line with Assertion 10' requirements.**
Committee received the Officer's report identifying some of the key issues being experienced with the current website and hosting in addition to providing costed options.
It had been established that the council's current website did not meet the requirements on which Assertion 10 is based; it was agreed that it did not make sense to persevere in trying to make the current website compliant as well as resolve the complexities of the system.
Committee **RECOMMENDED** that council award the work to 'Aubergine' at a cost of £999 plus vat to Migrate, Host and Support

the website for the first year and £399 plus vat for subsequent years

B/969 To approve a change to the council's waste contractor

Committee **APPROVED** the award of the council's waste contract to 'Smiths of Gloucester' at a monthly cost of £28 plus vat, £55 for the Duty of Care documentation and £15 one off container delivery

B/970 To receive an update from the last HR Sub Committee meeting and to recommend approval by full council of the new 'Staff Sickness' policy

The Chair of HR Sub Committee provided an overview of the HR meeting held on Tuesday 27th January '26. In addition to the recommendation to adopt a Sickness Policy, mention was made of one of the Business Support Officers taking a two month sabbatical leave from the beginning of March until the beginning of May '26. Interim arrangements will be put into place for this period.

It was made clear that 'Peninsula' the town council's HR support provider strongly recommended the adoption of the sickness policy in light of further legislative changes.

Committee **RECOMMENDED** Council approval of the new Sickness Policy

B/971 To receive updates from the following working groups:

1. Climate Change Action Forum

Committee received the latest minutes of the working group

2. Communications

Looking to review comms policy re press releases social media releases - Chair and Deputy to write short piece for newsletter to introduce themselves - it was recommended all agendas be placed on social media - all grant recipients should be encouraged to publicly acknowledge receipt of grants.

3. Oldends Lane Development

Meeting to be arranged to commence feasibility work on the car park resurfacing project; meeting with Climate change working group still to be arranged

4. Support Stonehouse

'Pull out' based on Support Stonehouse work has been designed for the council's next Newsletter

5. Youth

Not met recently

6. Policy

To meet shortly to discuss this year's ICC reports

7. Internal Control Checks

Next checks to be determined

8. Local Government Review

It was suggested that consideration be given to arranging a meeting with the cluster group of parishes to which Stonehouse belongs

B/972 To note the date of the next meeting - Monday 2nd March 2026

Committee **NOTED** the date of the next meeting

Financial Budget Comparison

for Town Business Committee

Comparison between 01/04/25 and 23/02/26 inclusive. Includes due and unpaid transactions. Includes commitments.

Excludes transactions with an invoice date prior to 01/04/25

		2025/2026	Reserve	Actual Net	Balance	Bal %age
INCOME						
Town Business Committee						
100	Precept	£410,143.00	£0.00	£410,133.00	£-10.00	0.00%
105	Newsletter Advertising	£100.00	£0.00	£0.00	£-100.00	-100.00%
120	Feed-in Tariff from Town Hall	£800.00	£0.00	£883.46	£83.46	10.43%
125	Stonehouse Town FC lease	£600.00	£0.00	£1,160.00	£560.00	93.33%
126	STFC Water Recharge	£200.00	£0.00	£0.00	£-200.00	-100.00%
127	STFC Electric Recharge	£2,000.00	£0.00	£2,018.02	£18.02	0.90%
130	Athletics Field Lease	£0.00	£0.00	£0.00	£0.00	0.00%
135	Phone Mast on Land	£6,000.00	£0.00	£5,998.12	£-1.88	-0.03%
140	Building Lease at OEL	£637.00	£0.00	£637.00	£0.00	0.00%
145	Magpies Social Club	£2,000.00	£0.00	£2,100.00	£100.00	5.00%
150	Community Centre Lease	£500.00	£0.00	£500.00	£0.00	0.00%
155	OEL Pitch Hire	£3,000.00	£0.00	£1,815.00	£-1,185.00	-39.50%
160	Misc Income	£500.00	£0.00	£4,779.56	£4,279.56	855.91%
170	Investments Interest	£0.00	£0.00	£0.00	£0.00	0.00%
171	Bank Interest - Lloyds Bank	£0.00	£0.00	£0.00	£0.00	0.00%
172	Bank Interest - Charity A/C	£2,000.00	£0.00	£0.00	£-2,000.00	-100.00%
173	Bank Interest - Natwest	£0.00	£0.00	£0.00	£0.00	0.00%
174	Bank interest - Cambridge BS	£2,000.00	£0.00	£1,831.69	£-168.31	-8.42%
176	Bank Interest - Nationwide	£2,000.00	£0.00	£0.00	£-2,000.00	-100.00%
177	Bank Interest - Melton Building Society	£2,000.00	£0.00	£0.00	£-2,000.00	-100.00%
178	CCLA Interest	£21,000.00	£0.00	£12,565.76	£-8,434.24	-40.16%

Financial Budget Comparison

for Town Business Committee

Comparison between 01/04/25 and 23/02/26 inclusive. Includes due and unpaid transactions. Includes commitments.

Excludes transactions with an invoice date prior to 01/04/25

		2025/2026	Reserve	Actual Net	Balance	Bal %age
179	Town Hall/Library Recharges	£3,000.00	£0.00	£3,488.69	£488.69	16.29%
Total Town Business Committee		£458,480.00	£0.00	£447,910.30	-£10,569.70	-2.31%

EXPENDITURE

Town Business Committee

1000	Salaries					
1000/1	Contracted staff	£223,800.00	£0.00	£196,841.58	£26,958.42	12.05%
1000/2	Locum	£0.00	£0.00	£0.00	£0.00	0.00%
1000/3	Short term contracted staff	£0.00	£0.00	£0.00	£0.00	0.00%
1000	Total	<u>£223,800.00</u>	<u>£0.00</u>	<u>£196,841.58</u>	<u>£26,958.42</u>	<u>12.05%</u>
1010	Training & Recruitment					
1010/1	Contracted Staff	£2,500.00	£0.00	£2,197.98	£302.02	12.08%
1010/2	Councillors	£500.00	£0.00	£1,731.00	-£1,231.00	-246.20%
1010	Total	<u>£3,000.00</u>	<u>£0.00</u>	<u>£3,928.98</u>	<u>-£928.98</u>	<u>-30.97%</u>
1020	Health & Safety	£2,500.00	£0.00	£1,173.98	£1,326.02	53.04%
1030	Professional Fees	£8,000.00	£0.00	£5,931.30	£2,068.70	25.86%
1040	IT support					
1040/1	General	£6,750.00	£0.00	£3,747.66	£3,002.34	44.48%
1040/2	Website	£1,300.00	£0.00	£1,343.76	-£43.76	-3.37%
1040/3	Newsletter	£0.00	£0.00	£433.40	-£433.40	0.00%
1040/4	Phones	£1,500.00	£0.00	£237.01	£1,262.99	84.20%
1040/5	Printing	£0.00	£0.00	£533.01	-£533.01	0.00%
1040	Total	<u>£9,550.00</u>	<u>£0.00</u>	<u>£6,294.84</u>	<u>£3,255.16</u>	<u>34.09%</u>
1050	Office Equipment Renewals	£500.00	£0.00	£0.00	£500.00	100.00%

Financial Budget Comparison

for Town Business Committee

Comparison between 01/04/25 and 23/02/26 inclusive. Includes due and unpaid transactions. Includes commitments.

Excludes transactions with an invoice date prior to 01/04/25

		2025/2026	Reserve	Actual Net	Balance	Bal %age
1060	Grants					
1060/1	One-Offs	£10,000.00	£7,500.00	£22,670.00	-£5,170.00	-51.70%
1060/2	Long-Term	£7,400.00	£0.00	£0.00	£7,400.00	100.00%
1060	Total	£17,400.00	£7,500.00	£22,670.00	£2,230.00	12.82%
1070	Town Hall/Library Shared Costs					
1070/1	Rates	£4,500.00	£0.00	£5,613.75	-£1,113.75	-24.75%
1070/2	Water	£1,200.00	£0.00	£519.71	£680.29	56.69%
1070/3	Electric	£3,000.00	£0.00	£2,305.37	£694.63	23.15%
1070/4	Gas	£1,800.00	£0.00	£1,422.06	£377.94	21.00%
1070/5	Interior Maintenance (reactive)	£500.00	£0.00	£1,556.99	-£1,056.99	-211.40%
1070/6	Interior Maintenance (programmed)	£500.00	£0.00	£0.00	£500.00	100.00%
1070/7	Waste Collection	£300.00	£0.00	£10.92	£289.08	96.36%
1070/8	Security	£200.00	£0.00	£0.00	£200.00	100.00%
1070	Total	£12,000.00	£0.00	£11,428.80	£571.20	4.76%
1080	Town Hall/Library STC costs					
1080/1	Exterior Maintenance/Cleaning	£500.00	£0.00	£294.45	£205.55	41.11%
1080/2	Interior Cleaning	£1,700.00	£0.00	£1,979.39	-£279.39	-16.43%
1080	Total	£2,200.00	£0.00	£2,273.84	-£73.84	-3.36%
1090	Admin Expenses					
1090/1	Paper	£250.00	£0.00	£111.34	£138.66	55.46%
1090/2	Other	£500.00	£0.00	£2,101.69	-£1,601.69	-320.34%
1090/3	Printing and Delivery of Newsletters	£8,000.00	£0.00	£7,013.00	£987.00	12.34%

Financial Budget Comparison

for Town Business Committee

Comparison between 01/04/25 and 23/02/26 inclusive. Includes due and unpaid transactions. Includes commitments.

Excludes transactions with an invoice date prior to 01/04/25

		2025/2026	Reserve	Actual Net	Balance	Bal %age
1090/4	Travel expenses	£500.00	£0.00	£45.00	£455.00	91.00%
1090	Total	£9,250.00	£0.00	£9,271.03	-£21.03	-0.23%
1100	Mayor's Charity & Expenses	£300.00	£0.00	£100.00	£200.00	66.67%
1110	Travel Costs/Staff & Councillors	£400.00	£0.00	£0.00	£400.00	100.00%
1120	Election Costs	£0.00	£9,185.29	£9,185.29	£0.00	0.00%
1130	Civic/Remembrance Parades	£180.00	£0.00	£0.00	£180.00	100.00%
1140	Pavilion Overheads					
1140/1	Rates	£0.00	£0.00	£0.00	£0.00	0.00%
1140/2	Water	£1,200.00	£0.00	£1,786.95	-£586.95	-48.91%
1140/3	Electric	£6,300.00	£0.00	£4,365.23	£1,934.77	30.71%
1140/4	Cleaning	£1,000.00	£0.00	£1,228.72	-£228.72	-22.87%
1140/5	Maintenance (reactive)	£2,000.00	£2,160.00	£3,322.65	£837.35	41.87%
1140/6	Maintenance (programmed)	£1,000.00	£0.00	£3.10	£996.90	99.69%
1140/7	Waste Collection	£500.00	£0.00	£43.68	£456.32	91.26%
1140/8	Security	£200.00	£0.00	£90.00	£110.00	55.00%
1140/9	Septic Tank	£700.00	£0.00	£3,036.68	-£2,336.68	-333.81%
1140	Total	£12,900.00	£2,160.00	£13,877.01	£1,182.99	9.17%
1150	Workshop Overheads					
1150/1	Water	£0.00	£0.00	£0.00	£0.00	0.00%
1150/2	Electric	£300.00	£0.00	£0.00	£300.00	100.00%
1150/3	Maintenance (Reactive)	£300.00	£5,912.39	£7,321.93	-£1,109.54	-369.85%
1150/4	Maintenance (programmed)	£700.00	£0.00	£120.03	£579.97	82.85%
1150/5	Waste Collection	£1,800.00	£0.00	£1,268.99	£531.01	29.50%

Financial Budget Comparison

for Town Business Committee

Comparison between 01/04/25 and 23/02/26 inclusive. Includes due and unpaid transactions. Includes commitments.

Excludes transactions with an invoice date prior to 01/04/25

		2025/2026	Reserve	Actual Net	Balance	Bal %age
1150/6	Security	£200.00	£0.00	£30.00	£170.00	85.00%
1150	Total	£3,300.00	£5,912.39	£8,740.95	£471.44	14.29%
1160	Equipment & Vehicle Costs					
1160/1	Equipment and Vehicle costs	£700.00	£4,049.17	£4,604.29	£144.88	20.70%
1160/2	Maintenance	£600.00	£0.00	£594.17	£5.83	0.97%
1160/3	Fuel	£900.00	£0.00	£500.35	£399.65	44.41%
1160/4	Tax	£200.00	£0.00	£345.00	-£145.00	-72.50%
1160/5	MOT/Service	£600.00	£0.00	£0.00	£600.00	100.00%
1160	Total	£3,000.00	£4,049.17	£6,043.81	£1,005.36	33.51%
1170	Youth Centre Workers	£66,000.00	£0.00	£65,000.50	£999.50	1.51%
1180	Youth Centre Overheads					
1180/1	Rates	£1,400.00	£0.00	£1,458.88	-£58.88	-4.21%
1180/2	Water	£300.00	£0.00	£137.54	£162.46	54.15%
1180/3	Electric	£1,500.00	£0.00	£1,136.80	£363.20	24.21%
1180/4	Cleaning	£1,300.00	£0.00	£1,071.50	£228.50	17.58%
1180/5	Maintenance (reactive)	£1,000.00	£0.00	£752.89	£247.11	24.71%
1180/6	Maintenance (programmed)	£1,500.00	£0.00	£46.50	£1,453.50	96.90%
1180/7	Waste collection	£300.00	£0.00	£21.84	£278.16	92.72%
1180/8	Security	£500.00	£0.00	£1,105.40	-£605.40	-121.08%
1180/9	IT costs	£1,000.00	£0.00	£808.61	£191.39	19.14%
1180	Total	£8,800.00	£0.00	£6,539.96	£2,260.04	25.68%
1200	Subscriptions	£3,500.00	£0.00	£4,534.35	-£1,034.35	-29.55%
1210	Insurances					

Financial Budget Comparison

for Town Business Committee

Comparison between 01/04/25 and 23/02/26 inclusive. Includes due and unpaid transactions. Includes commitments.

Excludes transactions with an invoice date prior to 01/04/25

		2025/2026	Reserve	Actual Net	Balance	Bal %age
1210/1	Public/Employee Liability	£8,000.00	£0.00	£8,851.28	-£851.28	-10.64%
1210/2	Buildings	£0.00	£0.00	£0.00	£0.00	0.00%
1210/3	Vehicle	£0.00	£0.00	£137.42	-£137.42	0.00%
1210	Total	£8,000.00	£0.00	£8,988.70	-£988.70	-12.36%
1220	Project Planning & Delivery					
1220/1	OEL Car Park	£0.00	£2,555.00	£2,555.00	£0.00	0.00%
1220/2	Stagholt	£0.00	£100.00	£100.00	£0.00	0.00%
1220/3	Ship Inn site	£0.00	£5,020.32	£5,775.32	-£755.00	0.00%
1220/4	Court View	£0.00	£23.00	£13.00	£10.00	0.00%
1220/5	Great Oldbury	£0.00	£0.00	£0.00	£0.00	0.00%
1220	Total	£0.00	£7,698.32	£8,443.32	-£745.00	0.00%
1230	Climate Change	£5,000.00	£0.00	£0.00	£5,000.00	100.00%
Total Town Business Committee		£399,580.00	£36,505.17	£391,268.24	£44,816.93	11.22%
Total Town Business Committee In		£458,480.00	£0.00	£447,910.30	-£10,569.70	
Total Town Business Committee E		£399,580.00	£36,505.17	£391,268.24	£44,816.93	
Total Net Balance		£58,900.00		£56,642.06		

Stonehouse Town Council

Expenditure transactions - approval list

Start of year 01/04/25

Supplier totals will include confidential items

BACS Approval List

No	Payment Reference	Gross	Heading	Invoice date	Details	Invoice
4862		£742.68	1190/4	17/02/26	Broxap - 2 x dog waste bins, fixing kits, postage - Meadow Rd field	344671
		£742.68			Broxap - Total	
4865		£777.60	1180/8	31/01/26	Cotswold Security Group Ltd - Pod - alarm call out 3hrs, emergency boarding ext. fire door	11944
		£777.60			Cotswold Security Group Ltd - Total	
4861		£1,539.48	1200	19/02/26	Edge IT Systems Ltd - Hosted Services inc. AdvantEdge Finance Band 5 - 3 year contract	39189
		£1,539.48			Edge IT Systems Ltd - Total	
4840		£433.40	1040/3	05/02/26	██████████ - Design & Artwork - Stonehouse News Issue 60	60
		£433.40			██████████ - Total	
4838		£98.77	1150/5	31/01/26	Grundon Waste Management Ltd - Jan '26 - Waste - Workshop	1432981
		£98.77			Grundon Waste Management Ltd - Total	
4856		£12.75	1090/2	17/02/26	██████████ - Expenses - Document Certification fee	
		£12.75			██████████ - Total	
4857		£12.75	1090/2	17/02/26	██████████ - Expenses - Documentation Certification fee	
		£12.75			██████████ - Total	
4851		£1,192.00	1090/3	12/02/26	MDL Kelex - Print Stonehouse News Issue 60 x 4000	27515
		£1,192.00			MDL Kelex - Total	
4863		£412.25	2010/2	15/02/26	Pound Farm Shop - SIB Plants	0011
		£412.25			Pound Farm Shop - Total	
4864		£68.88	1180/8	12/02/26	Stroud Alarms - Replacement batteries for fire alarm system - Pod	65184
		£68.88			Stroud Alarms - Total	
		£4,324.61			Confidential - Staff Costs	
Total		£9,615.17				

Signature

Signature

Date

Stonehouse Town Council

Expenditure transactions - approval list

Start of year 01/04/25

Supplier totals will include confidential items

Debit Card Approval List

No	Payment Reference	Gross	Heading	Invoice date	Details	Invoice
4849		£29.94	1150/3	11/02/26	Amenity Choice - 5 litre Moss and Algae Killer	
		£29.94			Amenity Choice - Total	
4866		£13.20	1040/2	27/01/26	Fasthosts - Wordpress Business	
		£13.20			Fasthosts - Total	
4848		£9.60	1040/4	08/02/26	Voipfone - Feb '26 Renewal of Number & PBX	1014976279
		£9.60			Voipfone - Total	
Total		£52.74				

Signature _____

Date _____

Signature _____

TOWN HALL, 1 QUEENS ROAD, STONEHOUSE, GLOUCESTERSHIRE GL10 2QA

Telephone: 01453 822070 email: townclerk@stonehousetowncouncil.gov.uk

Stonehouse Community Grant Application Form

Name of Club, Group or Organisation

Stonehouse Community Association (Charity 301624)

Name of person submitting application (inc. position in the organisation)

[REDACTED] (Manager)

Address

Community Centre, Laburnum Walk, Laburnum Mews, Stonehouse GL10 2NS

Telephone Number: 01453 823241 **email:** info@stonehousecommunitycentre.co.uk

Details of Club, Group or Organisation (please delete as appropriate)

Is your organisation:

- | | |
|--|---------------------|
| 1) Stonehouse based for Stonehouse residents | YES / NO |
| 2) a Gloucestershire Organisation serving Stonehouse | YES / NO |
| 3) Stonehouse branch of a National Organisation | YES / NO |
| 4) Other | |

How much of the funds you raise is used locally? ALL / ~~MOST~~ / ~~SOME~~ / ~~NONE~~

N/A

What is your total local membership?

What is your VAT status?

REG~~IS~~TERED / NOT REGISTERED

What are the aims and objectives of your Organisation?

(Provides a) Community Centre for the benefit of the community which covers the whole of Gloucestershire surrounding areas.....a sustainable, secure, culturally diverse and accessible space that is valued and supported by the people of Stonehouse and surrounding areas.

Details about the grant you are applying for:

To which Funding Scheme are you applying (please tick)

- Small grants (under £1000)
- Large Grants (over £1000) ✓
- Carbon Reduction Grants
- Revenue Grants

What will the grant be used for?

To evaluate the feasibility of installing solar panels.

What is the total cost going to be?

£900 plus VAT

How much would you like Stonehouse Town Council to contribute?

£900 plus VAT

What funds have already been raised by your organisation towards this project?

SCA would need to take money from its current account.

What other fund raising efforts does your organisation intend to make apart from this application?

SCA generates income from room rentals. It is applying from grant aid and organises it's own fund raisers.

What amount does your organisation currently hold in the bank, as cash or in other balances?

What impact will the project have on the environment?

If Solar panels are found to be viable the Centre would reduce it's carbon footprint by reducing its gas consumption.

Please state here any further information, which you think, will help the Council when considering your application:

I wish to apply for a Grant from Stonehouse Town Council and certify that the information I given above is correct to the best of my knowledge and belief:

Signed _____

Date 19 January 2026 _____

**This application must be returned to the Town Council Office
together with your accounts**

Registered Charity Number
301624

Stonehouse Community Association

Report and Accounts

For The Year Ended

31st March 2025

**Stonehouse Community Association
Report and accounts
for the year ended 31 March 2025**

Contents

	Page
Charity information	1
Trustee's Report	1 to 3
Statement of trustees' responsibilities	3
Accountants' report	4 & 5
Statement of Financial Activities	6
Balance sheet	7
Movements in Accumulated Funds	7
Notes to the accounts	8

Stonehouse Community Association

The report of the trustees for the year ended 31 March 2025

Introduction

The trustees present their annual report and accounts for the year ended 31st March 2025.

The board of trustees are satisfied given the economic climate with the performance of the charity during the year and the position at 31st March 2025 and consider that the charity is in a position to continue its activities during the coming year, and that the charity's assets are adequate to fulfil its obligations for the next twelve months.

Name, registered office and constitution of the charity

The full name of the charity is Stonehouse Community Association.

<i>Date of formation</i>	21st November 1962
<i>The Principal Office is</i>	Laburnum Walk, Stonehouse, GL10 2NS
<i>Charity Registration Number</i>	301624
<i>The telephone number is</i>	01453-823241

A summary of the objects of the charity as set out in its governing document.

The objectives of the charity as set out in the governing document are to promote the well being of residents of Stonehouse and surrounding districts by associating local authorities, voluntary organisations and residents in a common effort to advance education and provide facilities in the interests of social welfare for recreation and leisure for the improvement of conditions of life. The charity is non political and non sectarian.

Summary of main activities of the charity in relation to its objects

The charity main activity is the establishment, maintenance and management of a community centre to fulfil its objects.
The centre hosts cultural, educational and recreational activities for all sections of the community regardless of their age, ability or origins.
The Association relies heavily on the goodwill of volunteers.
Member groups participate in the running of the community centre by providing voluntary labour and expertise, and contributions in the form of rent for facilities used.

Summary of the main achievements of the charity during the year

The Association, like all organisations was severely affected by the corona virus pandemic.

The Association has been successful in continuing to provide facilities that attract a large number of Member Groups, through the continued maintenance and upgrades to the building and by providing improved and new facilities.

The Association organises a user diary to enable the Member Groups and other users to use the facilities on a daily, weekly, monthly and annual basis. Over the year the Association has continued to attract Member Groups and users and maintain the use of the facilities.

There was one revenue grant obtained during this year, the trustees decided to hold the funds until the next financial year when they would be expended.

Stonehouse Community Association

The report of the trustees for the year ended 31 March 2025

Structure, Governance and Management

Nature of the Governing Document and constitution of the charity

Constitution adopted on 28th June 1970 as amended on 25th June 2009.

The lease of the premises is held by the official Custodian for Charities.

The methods adopted for the recruitment and appointment of new trustees

The existing trustees look to recruit and appoint new trustees from individuals who are in Member Groups, or are regular users of the facilities and come from the local community and understand what the Association does.

Financial Review

Policies on reserves

The Association seeks to cover its ordinary annual expenditure by the generation of income from its activities, and receipt of revenue grants.

The Association does not anticipate funding capital expenditure, repairs, maintenance and replacement of any part to the community centre from annual income and has thus established a reserve fund, that is part of general unrestricted funds to meet these anticipated commitments.

The fund was augmented some years ago following the receipt of a substantial general bequest.

Principal funding sources and how expenditure in the year under review has supported the key objectives of the charity.

During the year Member Groups and other users provided the majority of funding by way of contributions/rents for the use of the facilities.

Stroud District Council continue to provide a 100% rate rebate on the premises.

Interest received on funds invested continues to provide a welcome bonus.

Availability and adequacy of assets of each of the funds

The board of trustees is satisfied that the charity's assets in each fund are available and adequate to fulfil its obligations in respect of each fund for the next twelve months.

Transactions and Financial position

The financial statements are set out on pages 5 to 7. The financial statements have been prepared implementing the 2005 Revision of the Statement of Recommended Practice for Accounting and Reporting by Charities issued by the Charity Commission for England and Wales (revised in June 2016) and in accordance with the Financial Reporting Standard for Smaller Entities (effective April 2016). As stated in the introduction to this report, the trustees consider the financial performance by the charity during the year to have been satisfactory, given the impact that corona virus pandemic has had on the community.

The Statement of Financial Activities show net outgoing resources for the year of a revenue nature of £19,089 and net movement in resources of a capital nature of £Nil, making net overall realised deficit of £19,089.

The total reserves at the year end were £15,394.

There were no unrealised losses or revaluing of investments during the year.

Specific changes in fixed assets

Changes in fixed assets are shown in detail in the notes to the accounts.

Stonehouse Community Association

The report of the trustees for the year ended 31 March 2025

The members of the Board of Trustees of the Charity at the date the report and accounts were approved were:-

Clive Boardman	Chair
Celia Margaret Vines	Secretary
Kenneth Wade Fryer	Treasurer
Sally Prout	
Cyril Edward Young	
Sally Parsons	
Marlene Ann Jordan	
Keith Terry	Stonehouse Town Council representative

All are involved in the running of the charity.

Bankers

Lloyds TSB Bank Plc, Rowcroft Branch, Stroud.

Independent Examiners

Whitestone Accounting Ltd
Chartered Management Accountants
Cavendish House
15 Whiteladies Road
Bristol BS8 1PB

Statement of Trustees' Responsibilities

Charity Law requires the Board to prepare financial statements for each financial year which give a true and fair view of the state of affairs of the charity as at the end of the financial year and of the surplus or deficit of the charity. In preparing those financial statements the Board is required to :-

The trustees are also responsible for maintaining proper accounting records which disclose with reasonable accuracy at any time the financial position of the charity and which are sufficient to show and explain the charity's transactions and enable them to ensure that the financial statements comply with regulations made under the Charities Act. They are also responsible for safeguarding the assets of the charity and hence for taking reasonable

The trustees are also responsible for the contents of the trustees' report, and the responsibility of the independent examiner in relation to the trustees' report is limited to examining the report and ensuring that, on the face of the report, there are no inconsistencies with the figures disclosed in the financial statements.

This report was approved by the board of trustees on 12 May 2025.

Celia Margaret Vines
Trustee - Secretary

**Stonehouse Community Association
Independent Examiner's Report to the trustees of the charity**

**Report of the Independent Examiners to the trustees
on the accounts of the Charity for the year ended 31st March 2025**

We report on the financial statements of the Charity on pages 6 to 8 which have been prepared in accordance with the Charities Act 2016 and with the Financial Reporting Standard for Smaller Entities (FRSSE), effective April 2008, adapted to meet the needs of unincorporated organisations, as modified by the Statement of Recommended Practice for Accounting and Reporting issued by the Charity Commissioners for England & Wales, effective April 2005 as revised in June 2008. (The SORP), under the historical cost convention and the accounting policies set out on page 8.

Respective responsibilities of trustees and examiner

As described on page 3, the Charity's trustees are responsible for the preparation of the financial statements. The trustees are satisfied that the audit requirement of section 145 of the Charities Act 2016 (the 2016 Act) does not apply, and that there is no requirement in the governing document or constitution of the Charity for the conducting of an audit. As a consequence, the trustees have elected that the financial statements be subject to independent examination.

Having satisfied ourselves that the charity is not subject to audit, and is eligible for independent examination, it is our responsibility to:-

- a) examine the accounts under section 145 of the 2011 Act;
- b) to follow the procedures laid down in the General Directions given by the Charity Commission under section 145(5)(b) of the 2011 Act; and;
- c) to state whether particular matters have come to our attention.

Basis of opinion and scope of work undertaken

We conducted our examination in accordance with the General Directions given by the Charity Commissioners for England & Wales in relation to the conducting of an independent examination, referred to above. An independent examination includes a review of the accounting records kept by the Charity and of the accounting systems employed by the Charity and a comparison of the financial statements presented with those records. It also includes consideration of any unusual items or disclosures in the financial statements, and seeking explanations from you as trustees concerning such matters. The purpose of the examination is to establish as far as possible that there have been no breaches of the Charities legislation and that the financial statements comply with the Statement of Recommended Practice issued by the Charity Commissioners for England & Wales (effective April 2016), on a test basis, of evidence relevant to the amounts and disclosures in the financial statements.

The procedures undertaken do not provide all the evidence that would be required in an audit, and information supplied by the trustees in the course of the examination is not subjected to audit tests or enquiries, and consequently we do not express an audit opinion on the view given by the financial statements, and in particular, we express no opinion as to whether the financial statements give a true and fair view of the affairs of the charity, and my report is limited to the matters set out in the statement below.

We planned and performed our examination so as to satisfy ourselves that the objectives of the independent examination are achieved and before finalising the report we obtained written assurances from the trustees of all material matters.

**Stonehouse Community Association
Independent Examiner's Report to the trustees of the charity**

**Report of the Independent Examiners to the trustees (continued)
on the accounts of the Charity for the year ended 31st March 2025**

Independent Examiner's Statement, report and opinion

Subject to the limitations upon the scope of our work as detailed above, in connection with our examination, we can confirm that this is a report in respect of an examination carried out under section 145 of the Charities Act 2016 and in accordance with any directions given by the Commission under section 145(5)(b) of that section which are applicable;

and that, no matter has come to our attention in connection with our examination which gives us reasonable cause to believe that in any material respect the requirements

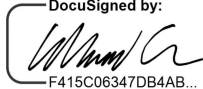
(i) to keep accounting records in accordance with section 130 of the Charities Act 2016; and

(ii) to prepare financial statements which accord with the accounting records and comply with the accounting requirements of Charities Act 2016 and;

(iii) that the financial statements be e
in accordance with the methods and principles set out in the Statement of Recommended Practice
- Accounting and Reporting by Charities

have not been met; or

to which, in our opinion, attention should be drawn in our report in order to enable a proper understanding of the accounts to be reached;

DocuSigned by:

F415C06347DB4AB...

Whitestone Accounting Ltd
Chartered Management Accountants

Cavendish House
15 Whiteladies Road
Bristol
BS8 1PB

The date upon which our opinion is expressed is :-
6th June 2025

STONEHOUSE COMMUNITY ASSOCIATION

**STATEMENT OF FINANCIAL ACTIVITIES
FOR THE YEAR ENDED 31st MARCH 2025**

	Unrestricted Funds 31st March 2025	Unrestricted Funds 31st March 2024	
INCOME			
Lettings General	36,499	35,970	
Community café	<u>4,155</u>	<u>6,155</u>	
	40,654		42,125
Other			
Stroud District Council - rate rebate	3,840	3,840	
Interest received	729	1,266	
Grants expended General	150	0	
Grants expended dry goods store	0	1,150	
Donations	<u>1,076</u>	<u>701</u>	
	5,795		6,957
Total Income	<u>46,449</u>	<u>49,082</u>	
DIRECT CHARITABLE EXPENDITURE			
Ground rent	500	500	
Business rates	3,840	3,840	
Water rates	1,364	1,434	
Lighting and heating	11,298	8,172	
Licences & insurance	3,386	2,807	
Cleaning materials and consumables	2,518	2,754	
Cleaning contractor	5,995	5,058	
Gardening	800	848	
Repairs, renewals and maintenance	5,776	4,247	
Water main - replacement/initial work	8,006	1,469	
Floor refurbishment	0	4,993	
Water heater	0	1,220	
Signage	1,110	0	
Sundry equipment (CCTV & Computer)	0	1,294	
Inspections	0	0	
Wages and warden's expenses	15,360	14,116	
Printing, stationery and postage	135	297	
Telephone	517	575	
Web hosting	432	468	
Community café - direct costs	2,361	4,231	
Community café - support	445	969	
Refreshments and welfare	101	438	
Donations - Dry good store & paid	0	100	
Sundry expenses	147	82	
Discounts given to users	<u>582</u>	<u>25</u>	
Total direct charitable expenditure	64,673	59,937	
OTHER EXPENDITURE			
Management and administration of the Charity - bookkeeping	385	695	
Management and administration of the Charity - legal			
Independent Reporting Accountants fees	<u>480</u>	<u>600</u>	
Total Expenditure	65,538		61,232
Net (outgoing) resources for the year	<u>-19,089</u>		<u>-12,150</u>
Less Fixed Assets	0	0	
Less Depreciation	<u>0</u>	<u>0</u>	
	0		0
Net Accounting (Deficit)	<u><u>-£19,089</u></u>		<u><u>-£12,150</u></u>

STONEHOUSE COMMUNITY ASSOCIATION

**BALANCE SHEET
AS AT 31st MARCH 2025**

	31st March 2025	31st March 2024
Fixed Assets		
	note 2	
Leasehold	0	0
Furniture and equipment	0	0
Computer equipment	0	0
	<u>0</u>	<u>0</u>
Current Assets		
Stock - of cleaning materials	25	25
Debtors - users	4,473	2,825
Sundry debtors and prepayments	1,985	1,566
Bank & Cash balances		
Bank current account	6,579	7,690
Charities deposit account	3,916	21,186
Cash	121	461
	<u>17,099</u>	<u>33,753</u>
Current liabilities		
Sundry creditors and accruals	<u>1,705</u>	<u>1,570</u>
Net Current Assets	15,394	32,183
Total Net Assets	<u>£15,394</u>	<u>£32,183</u>
FUNDS		
Restricted funds		
Grants received	2,300	1,150
Money expended see SOFA	0	-1,150
Unspent grants carried forward	<u>2,300</u>	<u>0</u>
Unrestricted funds		
Brought forward	32,183	44,333
(Deficit) for the year	-19,089	-12,150
Carried forward	<u>£15,394</u>	<u>£32,183</u>

The accounts were approved by the board of trustees on 12th May 2025.

Clive Boardman
Trustee - Chair

Ken Fryer
Trustee - Treasurer

STONEHOUSE COMMUNITY ASSOCIATION**NOTES TO THE ACCOUNTS
FOR THE YEAR ENDED 31st MARCH 2025****1 Accounting Policies****a) General**

These accounts have been prepared under the historical cost convention and in accordance with acceptable accounting standards and the Statement of Recommended Practice on Charities (FRS 102). There are no restricted funds balances to carry forward

b) Depreciation

Depreciation is charged so as to write off the cost of an asset, less its estimated residual value, over the useful economic life of that asset at the following rates:

Leasehold Property Improvements	10% straight line
Furniture and Equipment	25% reducing balance
Computer Equipment	33.33% straight line

2 Fixed Assets

	Leasehold Property Improvement	Furniture and Fittings	Computer Equipment	Total
Cost				
1st April 2024	39,022	16,940	225	56,187
Additions				0
Disposals				0
31st March 2025	<u>39,022</u>	<u>16,940</u>	<u>225</u>	<u>56,187</u>
Depreciation				
1st April 2024	39,022	16,940	225	56,187
Charge for Year				0
Disposals				0
31st March 2025	<u>39,022</u>	<u>16,940</u>	<u>225</u>	<u>56,187</u>
Net Book Value				
31st March 2025	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
31st March 2024	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Stonehouse Community Association
Profit And Loss Account
From 1/11/25 to 30/11/25 and from 1/4/25 to 30/11/25

		Month	YTD
		£	£
Income	Community Lunches & Cafe	771	3,708
	Employers NIC relief	165	415
	Grants	1,273	1,273
	Other	229	622
	Rents	<u>3,554</u>	<u>24,547</u>
		5,992	30,564
Expenses	Bank charges	(4)	(12)
	Cleaner	(488)	(4,460)
	Cleaning and cleaning materials	(163)	(1,365)
	Community Cafe Costs	(484)	(2,385)
	Gardening	-	(485)
	Insurance	(240)	(1,892)
	Light and heat	(884)	(3,256)
	Marketing & Advertising	(1,273)	(1,273)
	Other professional fees	-	(630)
	PPL	-	(875)
	Printing, postage and stationery	(67)	(146)
	Rent	-	(500)
	Repairs and renewals	(404)	(4,089)
	Software	-	(265)
	Sundry	-	(3)
	Telephone	(125)	(412)
	Wages and wardens expenses	(1,395)	(11,667)
	Wages Employers NIC	(165)	(415)
	Water rates	(76)	(1,209)
	Website costs	-	(144)
		<u>(5,768)</u>	<u>(35,482)</u>
		224	(4,918)
Net profit/(loss)		<u>224</u>	<u>(4,918)</u>

STC CCWG Meeting 15.01.26

6. Possible approach to community centre re solar panels

Might be best to start with an overall assessment. Simon to talk to Keith T.

Mail from Severn & Wye, 28.11.25

It's great to hear that you are looking to review energy use at the centre, hopefully we can help in understanding this and the options that could help to reduce consumption and carbon impacts.

I've added below the typical service that we would be able to provide should this be of interest.

An energy audit service would look to offer the following:

- A meeting on site to discuss current use of the building, future plans, motivations and areas of interest
- Analysis of current energy use & benchmarking of current carbon emissions
- Site survey to assess building fabric, space & water heating / cooling systems, lighting, other site facilities and options for renewable / low carbon technologies
- Provision of energy advice report making recommendations for improvement works (no cost, low cost & capital cost), quantifying potential savings (cost and carbon) where possible
- Follow up discussion to review report & to make any required updates & changes etc.

I understand that we have provided a quote for £900+VAT for this (Invoiced after provision of report. I can also provide a formal quote if required.

Notes on Agenda items, BC Monday 2nd March 2026

B/975 Minutes	Draft Minutes in supporting papers
B/976 Matters arising	<ul style="list-style-type: none"> • Grant payment has been made (18th Feb) to Stonehouse Schools Trust • Officers have confirmed the 'Go ahead' for Aubergine to take over the hosting and design of the council's website • Officers have signed a new waste contract with 'Smiths' • The Staff Sickness Policy has been discussed with staff members
B/977 Budget	Budget report in supporting papers
B/978 Payment lists	<p>Members to note that papers will include the following:</p> <ul style="list-style-type: none"> • Payment list for all BACS payments requiring approval • Payment list for debit card payments already made but requiring retrospective approval
B/979 Grant application	Grant application and latest accounts in supporting papers.
B/980 Thermal Imaging Device	<p>Proposition: Purchase Heat Thermal Imaging Camera for Community Heat Surveys</p> <p>In line with our commitment to fostering a greener, more energy-efficient town, the Climate Committee proposes that the council invest in the FLIR TG165-X thermal imaging camera, priced around £358 inc vat. This user-friendly, standalone device will enable us to conduct comprehensive heat surveys.</p> <p>Initially, the camera will be used by the Town Council on its own buildings to identify heat loss. Following this, we will loan the camera to local charities and community buildings in Stonehouse to help them improve their energy efficiency. Subsequently, the camera will be made available for residents to borrow, subject to a refundable deposit.</p> <p>The camera works by scanning walls, windows, and roofs, producing colour-coded thermal images. Warmer areas appear red or yellow, indicating where heat is escaping, while cooler, well-insulated areas show as blue or violet. This visual representation helps residents and organisation's quickly identify where insulation or energy improvements are needed.</p> <p>While thermal images do not identify individuals so they are not covered by GDPR, any images taken when loaned to the public will be erased upon return. Through this investment, we aim to enhance the energy efficiency of council and community buildings and empower residents to reduce heat loss, supporting our town's sustainability goals.</p>

21:15 Sun 15 Feb test4less.co.uk

FLIR TG165-X thermal imaging camera - Google Shopping FLIR TG165-X Thermal Camera - Test4Less

Free delivery over £100 Training courses Calibration

Free Shipping for all orders over £100

Customer support Delivery Rewards Calibration & Repair My Account

TEST4LESS Search £0.00

Electrical PAT Testing Safe Isolation Gas & HVAC Thermal & Acoustic Imaging Environmental Industrial & Process

Data & Network Calibration & Repair

Home / Thermal Imaging / Thermal & Acoustic Imagers / FLIR TG165-X Thermal Camera

FLIR TG165-X Thermal Camera

- All in one diagnostic tool with spot temperature and thermal imaging
- MSX image enhancement for more clarity and perspective
- Internal storage of up to 50,000 images
- True thermal imager, 80 x 60 (4,800 pixels)

£299.00 (ex VAT)
£358.80 (inc VAT)

Earn 299 points

In Stock - Express Delivery Available

1 Add to cart

Free Shipping +

Rewards +

Our Price Promise +

Express Delivery & Calibration +

B/981 CCT

The Cotswold Canal Trust is seeking renewal of the council's annual subscription of £45 for 2026/27

B/982 Gas supply contract

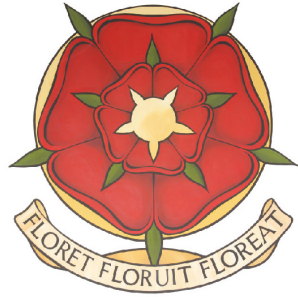
Council officers recently received an email from its current energy broker 'Clear Utility solutions about an offer to renew the council's gas supply contract with YU Energy in light of an expected increase in costs. A spreadsheet has been sent under separate cover detailing the difference in costs with both the council's current contract and costs provided by British Gas – please see below email from the broker

Hi Carlos,

Thank you for your time on the telephone, as discussed please see up to date pricing for your gas renewal in December with a BG comparison as promised, YU Energy are coming in as the cheapest as you currently have all of your electricity sitting with them and up for renewal in March 2027.

While the rates available today are competitive, the energy market remains very sensitive to external factors such as storage levels, global demand and geopolitical events, all of which can move wholesale prices quickly. We're also seeing a longer-term shift where the non-commodity elements of energy bills — including network, infrastructure and policy costs — are expected to increase as the UK continues investing heavily in its energy system. This means that even if wholesale gas prices hold steady, the overall delivered cost to businesses is still likely to rise over time.

	<p>Fixing now would give you certainty over your future costs and protect you from both potential wholesale market increases and these structural cost pressures that are building into the system from 2026 onwards. Securing a position early simply removes that exposure and allows you to budget with confidence moving forward.</p> <p>I hope this all makes sense, any questions please let me know.</p>
B/983 Policies	In supporting papers
B/984 STFC and Magpie Leases	Final (Track Changed)drafts in supporting papers.
B/985 Assertion 10	<p>Officers have now with Aubergine given the 'Go ahead' to commence work in the transitioning the website and becoming complaint with WCAG2.2</p> <p>The required IT policy is included for consideration along with the latest updates on Data Protection and Communications and Engagement Policies.</p> <p>Peninsula have authorised a logion for Councillors to undertake Data Protection and Cyber Security training – currently one councillor has undergone training and considered the process as quite straight forwards. The Deputy Clerk will provide all Councillors with log in details and a link to the online training. Following this training, all councillors will receive named certificates – the certificates will be crucial to demonstrate compliance.</p> <p>Officers are currently undertaking a review of the Data Protection impact of the personal information held by the council</p>
B/986 Working Groups	Minutes of SCCAF meeting in supporting papers



STONEHOUSE

TOWN COUNCIL

Information available from Stonehouse Town Council under the model publication scheme

Information to be published	How the information can be obtained	
<p>All the information listed under the 'Information to be published' heading can be found on the Town Council's website (specific references to where, on the website you can find the information is given below) Hard copies can be requested – costs are detailed at the end of this document</p>		
<p>Class1 - Who we are and what we do <i>(Organisational information, structures, locations and contacts)</i> <i>This will be current information only</i> <i>N.B. Councils should already be publishing as much information as possible about how they can be contacted</i></p>		
<p>Who's who on the Council and its Committees, Council Working Groups and representation on external bodies</p>	<p>'Meet your Councillors' webpage</p>	

Contact details for Town Clerk and Council members (named contacts where possible with telephone number and email address)	‘Contact Stonehouse Town Council’ webpage	
Location of main Council office and accessibility details	‘Contact Stonehouse Town Council’ webpage	
Staffing structure	‘Accounts and Reports’ webpage – see Transparency Code Information	
Class 2 – What we spend and how we spend it <i>(Financial information relating to projected and actual income and expenditure, procurement, contracts and financial audit)</i> <i>Current and previous financial year as a minimum</i>		
Annual return form and report by auditor	‘Accounts and Reports’ webpage Information is also posted on the Town Noticeboard	
Finalised budget	‘Accounts and Reports’ webpage See ‘Precept’	
Precept	‘Accounts and Reports’ webpage See ‘Precept’	
Financial Standing Orders and Regulations	‘Policy’ webpage – under the ‘Documents’ heading	
Grants given (available from the office) Grants Received	‘Accounts and Reports’ webpage – see Transparency Code Information	
List of current contracts awarded and value of contract	‘Accounts and Reports’ webpage – see Transparency Code Information	

Members' allowances and expenses	Contact the council	
Class 3 – What our priorities are and how we are doing <i>(Strategies and plans, performance indicators, audits, inspections and reviews)</i>		
Parish Plan (current and previous year as a minimum)	‘Council Strategy’ webpage	
Annual Report to Parish or Community Meeting (current and previous year as a minimum)	‘Annual Reports’ webpage	
Local charters drawn up in accordance with DCLG guidelines	N/A	
Class 4 – How we make decisions <i>(Decision making processes and records of decisions)</i>		
<i>Current and previous council year as a minimum</i>		
Timetable of meetings (Council, any committee/sub-committee meetings and parish meetings)	‘Meetings, Agendas and Minutes’ webpage – See Meetings Calendar	
Agendas of meetings (as above)	‘Meetings, Agendas and Minutes’ webpage – See Meeting Agendas	
Minutes of meetings (as above) – this will exclude information that is properly regarded as private in the meeting	‘Meetings, Agendas and Minutes’ webpage - See Minutes of meetings	
Responses to consultation papers	‘Meetings, Agendas and Minutes’ webpage – See Environment Minutes of meetings	
Responses to planning applications	‘Meetings, Agendas and Minutes’ webpage – See Environment Minutes of meetings	
Bye-laws	N/A	

<p>Class 5 – Our policies and procedures <i>(Current written protocols, policies and procedures for delivering our services and responsibilities) - Current information only</i></p>		
<p>Policies and procedures for the conduct of council business:</p> <p>Procedural standing orders</p> <p>Committee and sub-committee terms of reference</p> <p>Delegated authority in respect of officers</p> <p>Code of Conduct</p> <p>Policy statements</p>	<p>‘Policies’ webpage – See latest Standing Orders in ‘Documents’ tab</p> <p>‘Terms of References’</p> <p>‘Policies’ webpage – See Scheme of Delegation to Officers in ‘Document’ tab</p> <p>‘Policies’ webpage – See latest Code of Conduct in ‘Documents’ tab</p> <p>‘Policies’ webpage</p>	
<p>Policies and procedures for the provision of services and about the employment of staff:</p> <p>Internal policies relating to the delivery of services</p> <p>Equality and diversity policy</p> <p>Health and safety policy</p> <p>Recruitment policies (including current vacancies)</p> <p>Policies and procedures for handling requests for information</p> <p>Complaints procedures (including those covering requests for information and operating the publication scheme)</p>	<p>‘Policies’ webpage</p>	
<p>Records management policies (records retention,</p>	<p>‘Policies’ webpage</p>	

destruction and archive)		
Data protection policies	'Policies' webpage	
Schedule of charges for the publication of information)	'Scale of Charges'	
Class 6 – Lists and Registers <i>Currently maintained lists and registers only</i>		
Any publicly available register or list (if any are held this should be publicised; in most circumstances existing access provisions will suffice)	Contact the Council	
Assets Register	'Register of Major Assets' webpage	
Disclosure log (indicating the information that has been provided in response to requests; recommended as good practice, but may not be held by parish councils)	Contact the Council	
Register of members' interests	'Meet your Councillors' webpage	
Register of gifts and hospitality	Contact the Council	
Class 7 – The services we offer <i>(Information about the services we offer, including leaflets, guidance and newsletters produced for the public and businesses)</i> <i>Current information only</i>		
Allotments	'Clubs and Societies' webpage	
Parks, playing fields and recreational facilities	Contact the Council	
Seating, litter bins, & lighting	Contact the Council	
Bus shelters	Contact the Council	
Agency agreements	Contact the Council	

A summary of services for which the council is entitled to recover a fee, together with those fees	Maintaining football pitches – Oldends Lane Maintaining Sports Pavilion – Oldends Lane	
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SCHEDULE OF CHARGES

TYPE OF CHARGE	DESCRIPTION	BASIS OF CHARGE
Disbursement cost	Photocopying @ 12p per A4 sheet and 20p per A3 sheet (black & white)	Actual cost of paper, printing ink, power and proportion of copier lease
	Photocopying @ 20p per A4 sheet and 25p per A3 sheet (colour)	Actual cost of paper, printing ink, power and proportion of copier lease
	Postage	Actual cost of Royal Mail standard 2 nd class
Statutory Fee		In accordance with Local Government Act 2003 s.93.

Contact details: The Clerk to Stonehouse Town Council, 1 Queens Road, Stonehouse GL10 2QA

Telephone: 01453 822070 **e-mail:** townclerk@stonehousetowncouncil.gov.uk

Website: www.stonehousetowncouncil.gov.uk

Adopted: 17th February 2025 (Minute No TC3386)

Next Review Date: February 2026



STONEHOUSE

TOWN COUNCIL

DATA PROTECTION POLICY and PRIVACY POLICY

1. Your personal data – what is it?

“Personal data” is any information about a living individual which allows them to be identified from that data (for example a name, photographs, videos, email address, or address). Identification can be by the personal data alone or in conjunction with any other personal data. The processing of personal data is governed by legislation relating to personal data which applies in the United Kingdom including the General Data Protection Regulation (the “GDPR) and other local legislation relating to personal data and rights such as the Human Rights Act.

2. Council information

This Privacy Policy is provided to you by Stonehouse Town Council which is the data controller for your data. We work jointly with our IT contractors.

The council works with other data controllers including:

- (a) Other data controllers such as local authorities
- (b) Community groups
- (c) Charities
- (d) Other not for profit entities
- (e) Contractors
- (f) Credit reference agencies

3. Personal data which is collected may include:

- Names, titles, aliases, photographs;
- Contact details such as telephone numbers, addresses, and email addresses;
- Where they are relevant to the services provided by a council, or where you provide them to us, we may process demographic information such as gender, age, marital status, nationality, education/work histories, academic/professional qualifications, hobbies, family composition, and dependants;
- Where you pay for activities such as use of a council hall, financial identifiers such as bank account numbers, payment card numbers, payment/transaction identifiers, policy numbers, and claim numbers;
- The data we process may include sensitive personal data or other special categories of data such as criminal convictions, racial or ethnic origin, mental and physical health, details of injuries, medication/treatment received, political beliefs, trade union affiliation, genetic data, biometric data, data concerning sexual life or orientation.

5. The council will comply with data protection law. This says that the personal data we hold about you must be:

- Used lawfully, fairly and in a transparent way.
- Collected only for valid purposes that we have clearly explained to you and not used in any way that is incompatible with those purposes.
- Relevant to the purposes we have told you about and limited only to those purposes.
- Accurate and kept up to date.
- Kept only as long as necessary for the purposes we have told you about.
- Kept and destroyed securely including ensuring that appropriate technical and security measures are in place to protect personal data from loss, misuse, unauthorised access and disclosure.

6. We use your personal data for some or all of the following purposes:

- To deliver public services including to understand your needs to provide the services that you request and to understand what we can do for you and inform you of other relevant services;
- To confirm your identity to provide some services;
- To contact you by post, email, telephone or using social media (e.g., Facebook, Twitter, WhatsApp);
- To help us to build up a picture of how we are performing;
- To prevent and detect fraud and corruption in the use of public funds and where necessary for law enforcement functions;
- To enable us to meet all legal and statutory obligations and powers including any delegated functions;
- To carry out comprehensive safeguarding procedures (including due diligence and complaints handling) in accordance with best safeguarding practice from time to time with the aim of ensuring that all children and adults-at-risk are provided with safe environments and generally as necessary to protect individuals from harm or injury;
- To promote the interests of the council;
- To maintain our own accounts and records;
- To seek your views, opinions or comments;
- To notify you of changes to our facilities, services, events and staff, councillors and role holders;
- To send you communications which you have requested and that may be of interest to you. These may include information about campaigns, appeals, other new projects or initiatives;
- To process relevant financial transactions including grants and payments for goods and services supplied to the council
- To allow the statistical analysis of data so we can plan the provision of services.

Our processing may also include the use of CCTV systems for the prevention and prosecution of crime.

7. What is the legal basis for processing your personal data?

The council is a public authority and has certain powers and duties. Most of your personal data is processed for compliance with a legal obligation which includes the discharge of the council's statutory functions and powers. Sometime when exercising these powers or duties it is necessary to process personal data of residents or people using the council's services. We will always take into account your interests and rights. This Privacy Policy sets out your rights and the council's obligations to you in detail.

We may also process personal data if it is necessary for the performance of a contract with you, or to take steps to enter into a contract. An example of this would be processing your data in connection with the use of sports facilities, or the acceptance of an allotment garden tenancy.

Sometimes the use of your personal data requires your consent. We will first obtain your consent to that use.

We will not process any data relating to a child under 13 years of age without the express consent of their parent/guardian.

8. Sharing your personal data

The council will implement appropriate security measures to protect your personal data. This section of the Privacy Policy provides information about the third parties with whom the council will share your personal data. These third parties also have an obligation to put in place appropriate security measures and will be responsible to you directly for the manner in which they process and protect your personal data. It is likely that we will need to share your data with some or all of the following (but only where necessary):

- Our agents, suppliers and contractors. For example, we may ask a commercial provider to publish or distribute newsletters on our behalf, or to maintain our database software;
- On occasion, other local authorities or not for profit bodies with which we are carrying out joint ventures e.g. in relation to facilities or events for the community.

9. How long do we keep your personal data?

We will keep some records permanently if we are legally required to do so. We may keep some other records for an extended period of time. For example, it is current best practice to keep financial records for a minimum period of 8 years to support HMRC audits or provide tax information. We may have legal obligations to retain some data in connection with our statutory obligations as a public authority. The council is permitted to retain data in order to defend or pursue claims. In some cases the law imposes a time limit for such claims (for example 3 years for personal injury claims or 6 years for contract claims). We will retain some personal data for this purpose as long as we believe it is necessary to be able to defend or pursue a claim. In general, we will endeavour to keep data only for as long as we need it. This means that we will delete it when it is no longer needed.

10. Your rights and your personal data

You have the following rights with respect to your personal data:

When exercising any of the rights listed below, in order to process your request, we may need to verify your identity for your security. In such cases we will need you to respond with proof of your identity before you can exercise these rights.

- (i) The right to access personal data we hold on you**
- (ii) The right to correct and update the personal data we hold on you**
- (iii) The right to have your personal data erased**
- (iv) The right to object to processing of your personal data or to restrict it to certain purposes only**
- (v) The right to data portability**
- (vi) The right to withdraw your consent to the processing at any time for any processing of data to which consent was obtained**
- (vii) The right to lodge a complaint with the Information Commissioner's Office.**

You can contact the Information Commissioners Office on 0303 123 1113 or via email <https://ico.org.uk/global/contact-us/email/> or at the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF.

11. Transfer of Data Abroad

Any personal data transferred to countries or territories outside the European Economic Area ("EEA") will only be placed on systems complying with measures giving equivalent protection of personal rights either through international agreements or contracts approved by the European Union. Our website is also accessible from overseas so on occasion some personal data (for example in a newsletter) may be accessed from overseas.

12. Further processing

If we wish to use your personal data for a new purpose, not covered by this Privacy Policy, then we will provide you with a Privacy Notice explaining this new use prior to commencing the processing and setting out the relevant purposes and processing conditions. Where and whenever necessary, we will seek your prior consent to the new processing.

13. Changes to this policy

We keep this Privacy Policy under regular review and we will place any updates on <https://www.stonehousetowncouncil.gov.uk> This Policy was last updated in September 2023.

14. Contact Details

Please contact us if you have any questions about this Privacy Policy or the personal data we hold about you or to exercise all relevant rights, queries or complaints at:

The Data Controller, Stonehouse Town Council, Town Hall, 1 Queens Road, Stonehouse GL10 2QA

Email: townclerk@stonehousetowncouncil.gov.uk

Data is held for the following periods:

General enquiries	During & up to 3 months after enquiry resolved
Complaints	During & up to 6 months after complaint resolved
Job applications	During process/appointment; personnel record until employment ends/non-appointment deleted within 1 month
Sales invoices	7 years
Supplier bank details	Until supply ceases then deleted
Sales invoices	7 years
Personnel records	Until employment/pension obligations end
CCTV footage	3 months; purpose reviewed every 12 months
Electoral roll	Destroyed when out of date
Contact details/images published on the website with consent	Deleted at end of period for which consent given
Legal documents	In perpetuity
Contracts/tenders	Until project ends & up to 7 years

[Please note: There are two privacy notices in this Appendix. The first is to be used for residents and members of the general public (but not for staff, councillors or anyone with a role in the local council). The second privacy notice is for staff members, councillors and anyone else with a role in the council.]

GENERAL PRIVACY NOTICE

Your personal data – what is it?

“Personal data” is any information about a living individual which allows them to be identified from that data (for example a name, photographs, videos, email address, or address). Identification can be directly using the data itself or by combining it with other information which helps to identify a living individual (e.g. a list of staff may contain personnel ID numbers rather than names but if you use a list a separate list of the ID numbers which give the corresponding names to identify the staff in the first list then the first list will also be treated as personal data). The processing of personal data is governed by legislation relating to personal data which applies in the United Kingdom including the General Data Protection Regulation (the “GDPR”) and other legislation relating to personal data and rights such as the Human Rights Act.

Who are we?

This Privacy Notice is provided to you by Stonehouse Town Council which is the data controller for your data. We work jointly with our IT contractors.

Other data controllers the council works with:

- Other data controllers such as local authorities
- Community groups
- Charities
- Other not for profit entities
- Contractors
- Credit reference agencies

We may need to share your personal data we hold with them so that they can carry out their responsibilities to the council. If we and the other data controllers listed above are processing your data jointly for the same purposes, then the council and the other data controllers may be “joint data controllers” which means we are all collectively responsible to you for your data. Where each of the parties listed above are processing your data for their own independent purposes then each of us will be independently responsible to you and if you have any questions, wish to exercise any of your rights (see below) or wish to raise a complaint, you should do so directly to the relevant data controller.

A description of what personal data the council processes and for what purposes is set out in this Privacy Notice.

The council will process some or all of the following personal data where necessary to perform its tasks:

- Names, titles, aliases, photographs;
- Contact details such as telephone numbers, addresses, and email addresses;
- Where they are relevant to the services provided by a council, or where you provide them to us, we may process information such as gender, age, marital status, nationality, education/work history, academic/professional qualifications, hobbies, family composition, and dependants;
- Where you pay for activities such as use of a council hall, financial identifiers such as bank account numbers, payment card numbers, payment/transaction identifiers, policy numbers, and claim numbers;
- The personal data we process may include sensitive or other special categories of personal data such as criminal convictions, racial or ethnic origin, mental and physical health, details of injuries, medication/treatment received, political beliefs, trade union affiliation, genetic data, biometric data, data concerning sexual life or orientation.

How we use sensitive personal data

- We may process sensitive personal data including, as appropriate:
 - _ information about your physical or mental health or condition in order to monitor sick leave and take decisions on your fitness for work;
 - your racial or ethnic origin or religious or similar information in order to monitor compliance with equal opportunities legislation;

- in order to comply with legal requirements and obligations to third parties.
- These types of data are described in the GDPR as "Special categories of data" and require higher levels of protection. We need to have further justification for collecting, storing and using this type of personal data.
- We may process special categories of personal data in the following circumstances:
 - In limited circumstances, with your explicit written consent.
 - Where we need to carry out our legal obligations.
 - Where it is needed in the public interest.
- Less commonly, we may process this type of personal data where it is needed in relation to legal claims or where it is needed to protect your interests (or someone else's interests) and you are not capable of giving your consent, or where you have already made the information public.

Do we need your consent to process your sensitive personal data?

- In limited circumstances, we may approach you for your written consent to allow us to process certain sensitive personal data. If we do so, we will provide you with full details of the personal data that we would like and the reason we need it, so that you can carefully consider whether you wish to consent.

The council will comply with data protection law. This says that the personal data we hold about you must be:

- Used lawfully, fairly and in a transparent way.
- Collected only for valid purposes that we have clearly explained to you and not used in any way that is incompatible with those purposes.
- Relevant to the purposes we have told you about and limited only to those purposes.
- Accurate and kept up to date.
- Kept only as long as necessary for the purposes we have told you about.
- Kept and destroyed securely including ensuring that appropriate technical and security measures are in place to protect your personal data to protect personal data from loss, misuse, unauthorised access and disclosure.

We use your personal data for some or all of the following purposes:

- To deliver public services including to understand your needs to provide the services that you request and to understand what we can do for you and inform you of other relevant services;
- To confirm your identity to provide some services;
- To contact you by post, email, telephone or using social media (e.g., Facebook, Twitter, WhatsApp);
- To help us to build up a picture of how we are performing;
- To prevent and detect fraud and corruption in the use of public funds and where necessary for the law enforcement functions;
- To enable us to meet all legal and statutory obligations and powers including any delegated functions;
- To carry out comprehensive safeguarding procedures (including due diligence and complaints handling) in accordance with best safeguarding practice from time to time with the aim of ensuring that all children and adults-at-risk are provided with safe environments and generally as necessary to protect individuals from harm or injury;
- To promote the interests of the council;
- To maintain our own accounts and records;
- To seek your views, opinions or comments;
- To notify you of changes to our facilities, services, events and staff, councillors and other role holders;
- To send you communications which you have requested and that may be of interest to you. These may include information about campaigns, appeals, other new projects or initiatives;
- To process relevant financial transactions including grants and payments for goods and services supplied to the council
- To allow the statistical analysis of data so we can plan the provision of services.

Our processing may also include the use of CCTV systems for the prevention and prosecution of crime.

What is the legal basis for processing your personal data?

The council is a public authority and has certain powers and obligations. Most of your personal data is processed for compliance with a legal obligation which includes the discharge of the council's statutory

functions and powers. Sometimes when exercising these powers or duties it is necessary to process personal data of residents or people using the council's services. We will always take into account your interests and rights. This Privacy Notice sets out your rights and the council's obligations to you.

We may process personal data if it is necessary for the performance of a contract with you, or to take steps to enter into a contract. An example of this would be processing your data in connection with the use of sports facilities, or the acceptance of an allotment garden tenancy

Sometimes the use of your personal data requires your consent. We will first obtain your consent to that use.

Sharing your personal data

This section provides information about the third parties with whom the council may share your personal data. These third parties have an obligation to put in place appropriate security measures and will be responsible to you directly for the manner in which they process and protect your personal data. It is likely that we will need to share your data with some or all of the following (but only where necessary):

- The data controllers listed above under the heading "Other data controllers the council works with";
- Our agents, suppliers and contractors. For example, we may ask a commercial provider to publish or distribute newsletters on our behalf, or to maintain our database software;
- On occasion, other local authorities or not for profit bodies with which we are carrying out joint ventures e.g. in relation to facilities or events for the community.

How long do we keep your personal data?

We will keep some records permanently if we are legally required to do so. We may keep some other records for an extended period of time. For example, it is currently best practice to keep financial records for a minimum period of 8 years to support HMRC audits or provide tax information. We may have legal obligations to retain some data in connection with our statutory obligations as a public authority. The council is permitted to retain data in order to defend or pursue claims. In some cases the law imposes a time limit for such claims (for example 3 years for personal injury claims or 6 years for contract claims). We will retain some personal data for this purpose as long as we believe it is necessary to be able to defend or pursue a claim. In general, we will endeavour to keep data only for as long as we need it. This means that we will delete it when it is no longer needed.

Your rights and your personal data

You have the following rights with respect to your personal data:

When exercising any of the rights listed below, in order to process your request, we may need to verify your identity for your security. In such cases we will need you to respond with proof of your identity before you can exercise these rights.

1) *The right to access personal data we hold on you*

- At any point you can contact us to request the personal data we hold on you as well as why we have that personal data, who has access to the personal data and where we obtained the personal data from. Once we have received your request we will respond within one month.
- There are no fees or charges for the first request but additional requests for the same personal data or requests which are manifestly unfounded or excessive may be subject to an administrative fee.

2) *The right to correct and update the personal data we hold on you*

- If the data we hold on you is out of date, incomplete or incorrect, you can inform us and your data will be updated.

3) *The right to have your personal data erased*

- If you feel that we should no longer be using your personal data or that we are unlawfully using your personal data, you can request that we erase the personal data we hold.
- When we receive your request we will confirm whether the personal data has been deleted or the reason why it cannot be deleted (for example because we need it for to comply with a legal obligation).

4) *The right to object to processing of your personal data or to restrict it to certain purposes only*

- You have the right to request that we stop processing your personal data or ask us to restrict processing. Upon receiving the request we will contact you and let you know if we are able to comply or if we have a legal obligation to continue to process your data.
- 5) The right to data portability**
- You have the right to request that we transfer some of your data to another controller. We will comply with your request, where it is feasible to do so, within one month of receiving your request.
- 6) The right to withdraw your consent to the processing at any time for any processing of data to which consent was obtained**
- You can withdraw your consent easily by telephone, email, or by post (see Contact Details below).
- 7) The right to lodge a complaint with the Information Commissioner's Office.**
- You can contact the Information Commissioners Office on 0303 123 1113 or via email <https://ico.org.uk/global/contact-us/email/> or at the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF.

Transfer of Data Abroad

Any personal data transferred to countries or territories outside the European Economic Area ("EEA") will only be placed on systems complying with measures giving equivalent protection of personal rights either through international agreements or contracts approved by the European Union. Our website is also accessible from overseas so on occasion some personal data (for example in a newsletter) may be accessed from overseas.

Further processing

If we wish to use your personal data for a new purpose, not covered by this Privacy Notice, then we will provide you with a new notice explaining this new use prior to commencing the processing and setting out the relevant purposes and processing conditions. Where and whenever necessary, we will seek your prior consent to the new processing.

Changes to this notice

We keep this Privacy Notice under regular review and we will place any updates on <https://www.stonehousetowncouncil.gov.uk>. This Notice was last updated in September 2023.

Contact Details

Please contact us if you have any questions about this Privacy Notice or the personal data we hold about you or to exercise all relevant rights, queries or complaints at:

The Data Controller, Stonehouse Town Council, Town Hall, 1 Queens Road, Stonehouse GL10 2QA

Email: townclerk@stonehousetowncouncil.gov.uk

PRIVACY NOTICE

For staff*, councillors and Role Holders**

*"Staff" means employees, workers, agency staff and those retained on a temporary or permanent basis

**Includes, volunteers, contractors, agents, and other role holders within the council including former staff* and former councillors. This also includes applicants or candidates for any of these roles.

Your personal data – what is it?

"Personal data" is any information about a living individual which allows them to be identified from that data (for example a name, photograph, video, email address, or address). Identification can be directly using the data itself or by combining it with other information which helps to identify a living individual (e.g. a list of staff may contain personnel ID numbers rather than names but if you use a list a separate list of the ID numbers which give the corresponding names to identify the staff in the first list then the first list will also be treated as personal data). The processing of personal data is governed by legislation relating to personal data which applies in the United Kingdom including the General Data Protection Regulation (the "GDPR") and other legislation relating to personal data and rights such as the Human Rights Act.

Who are we?

This Privacy Notice is provided to you by Stonehouse Town Council which is the data controller for your data. We work jointly with our IT contractors.

The council works together with:

- Other data controllers, such as local authorities, public authorities, central government and agencies such as HMRC and DVLA
- Staff pension providers
- Former and prospective employers
- DBS services suppliers
- Payroll services providers
- Recruitment Agencies
- Credit reference agencies

We may need to share personal data we hold with them so that they can carry out their responsibilities to the council and our community. The organisations referred to above will sometimes be "joint data controllers". This means we are all responsible to you for how we process your data where for example two or more data controllers are working together for a joint purpose. If there is no joint purpose or collaboration then the data controllers will be independent and will be individually responsible to you.

The council will comply with data protection law. This says that the personal data we hold about you must be:

- Used lawfully, fairly and in a transparent way.
- Collected only for valid purposes that we have clearly explained to you and not used in any way that is incompatible with those purposes.
- Relevant to the purposes we have told you about and limited only to those purposes.
- Accurate and kept up to date.
- Kept only as long as necessary for the purposes we have told you about.
- Kept and destroyed securely including ensuring that appropriate technical and security measures are in place to protect your personal data to protect personal data from loss, misuse, unauthorised access and disclosure.

What data do we process?

- Names, titles, aliases, photographs.
- Start date / leaving date
- Contact details such as telephone numbers, addresses, and email addresses.
- Where they are relevant to our legal obligations, or where you provide them to us, we may process information such as gender, age, date of birth, marital status, nationality, education/work history,

academic/professional qualifications, employment details, hobbies, family composition, and dependants.

- Non-financial identifiers such as passport numbers, driving licence numbers, vehicle registration numbers, taxpayer identification numbers, staff identification numbers, tax reference codes, and national insurance numbers.
- Financial identifiers such as bank account numbers, payment card numbers, payment/transaction identifiers, policy numbers, and claim numbers.
- Financial information such as National Insurance number, pay and pay records, tax code, tax and benefits contributions, expenses claimed.
- Other operational personal data created, obtained, or otherwise processed in the course of carrying out our activities, including but not limited to, CCTV footage, recordings of telephone conversations, IP addresses and website visit histories, logs of visitors, and logs of accidents, injuries and insurance claims.
- Next of kin and emergency contact information
- Recruitment information (including copies of right to work documentation, references and other information included in a CV or cover letter or as part of the application process and referral source (e.g. agency, staff referral))
- Location of employment or workplace.
- Other staff data (not covered above) including; level, performance management information, languages and proficiency; licences/certificates, immigration status; employment status; information for disciplinary and grievance proceedings; and personal biographies.
- CCTV footage and other information obtained through electronic means such as swipecard records.
- Information about your use of our information and communications systems.

We use your personal data for some or all of the following purposes: -

Please note: We need all the categories of personal data in the list above primarily to allow us to perform our contract with you and to enable us to comply with legal obligations.

- Making a decision about your recruitment or appointment.
- Determining the terms on which you work for us.
- Checking you are legally entitled to work in the UK.
- Paying you and, if you are an employee, deducting tax and National Insurance contributions.
- Providing any contractual benefits to you
- Liaising with your pension provider.
- Administering the contract we have entered into with you.
- Management and planning, including accounting and auditing.
- Conducting performance reviews, managing performance and determining performance requirements.
- Making decisions about salary reviews and compensation.
- Assessing qualifications for a particular job or task, including decisions about promotions.
- Conducting grievance or disciplinary proceedings.
- Making decisions about your continued employment or engagement.
- Making arrangements for the termination of our working relationship.
- Education, training and development requirements.
- Dealing with legal disputes involving you, including accidents at work.
- Ascertaining your fitness to work.
- Managing sickness absence.
- Complying with health and safety obligations.
- To prevent fraud.
- To monitor your use of our information and communication systems to ensure compliance with our IT policies.
- To ensure network and information security, including preventing unauthorised access to our computer and electronic communications systems and preventing malicious software distribution.
- To conduct data analytics studies to review and better understand employee retention and attrition rates.
- Equal opportunities monitoring.
- To undertake activity consistent with our statutory functions and powers including any delegated functions.
- To maintain our own accounts and records;
- To seek your views or comments;
- To process a job application;
- To administer councillors' interests
- To provide a reference.

Our processing may also include the use of CCTV systems for monitoring purposes.

Some of the above grounds for processing will overlap and there may be several grounds which justify our use of your personal data.

We will only use your personal data when the law allows us to. Most commonly, we will use your personal data in the following circumstances:

- Where we need to perform the contract we have entered into with you.
- Where we need to comply with a legal obligation.

We may also use your personal data in the following situations, which are likely to be rare:

- Where we need to protect your interests (or someone else's interests).
- Where it is needed in the public interest [or for official purposes].

How we use sensitive personal data

- We may process sensitive personal data relating to staff, councillors and role holders including, as appropriate:
 - information about your physical or mental health or condition in order to monitor sick leave and take decisions on your fitness for work;
 - your racial or ethnic origin or religious or similar information in order to monitor compliance with equal opportunities legislation;
 - in order to comply with legal requirements and obligations to third parties.
- These types of data are described in the GDPR as "Special categories of data" and require higher levels of protection. We need to have further justification for collecting, storing and using this type of personal data.
- We may process special categories of personal data in the following circumstances:
 - In limited circumstances, with your explicit written consent.
 - Where we need to carry out our legal obligations.
 - Where it is needed in the public interest, such as for equal opportunities monitoring or in relation to our pension scheme.
 - Where it is needed to assess your working capacity on health grounds, subject to appropriate confidentiality safeguards.
- Less commonly, we may process this type of personal data where it is needed in relation to legal claims or where it is needed to protect your interests (or someone else's interests) and you are not capable of giving your consent, or where you have already made the information public.

Do we need your consent to process your sensitive personal data?

- We do not need your consent if we use your sensitive personal data in accordance with our rights and obligations in the field of employment and social security law.
- In limited circumstances, we may approach you for your written consent to allow us to process certain sensitive personal data. If we do so, we will provide you with full details of the personal data that we would like and the reason we need it, so that you can carefully consider whether you wish to consent.
- You should be aware that it is not a condition of your contract with us that you agree to any request for consent from us.

Information about criminal convictions

- We may only use personal data relating to criminal convictions where the law allows us to do so. This will usually be where such processing is necessary to carry out our obligations and provided we do so in line with our data protection policy.

- Less commonly, we may use personal data relating to criminal convictions where it is necessary in relation to legal claims, where it is necessary to protect your interests (or someone else's interests) and you are not capable of giving your consent, or where you have already made the information public.
- Where appropriate, we will collect personal data about criminal convictions as part of the recruitment process or we may be notified of such personal data directly by you in the course of you working for us.

What is the legal basis for processing your personal data?

Some of our processing is necessary for compliance with a legal obligation.

We may also process data if it is necessary for the performance of a contract with you, or to take steps to enter into a contract.

We will also process your data in order to assist you in fulfilling your role in the council including administrative support or if processing is necessary for compliance with a legal obligation.

Sharing your personal data

Your personal data will only be shared with third parties including other data controllers where it is necessary for the performance of the data controllers' tasks or where you first give us your prior consent. It is likely that we will need to share your data with

- Our agents, suppliers and contractors. For example, we may ask a commercial provider to manage our HR/ payroll functions , or to maintain our database software;
- Other persons or organisations operating within the local community.
- Other data controllers, such as local authorities, public authorities, central government and agencies such as HMRC and DVLA
- Staff pension providers
- Former and prospective employers
- DBS services suppliers
- Payroll services providers
- Recruitment agencies
- Credit reference agencies
- Professional advisors
- Trade unions or employee representatives

How long do we keep your personal data?

We will keep some records permanently if we are legally required to do so. We may keep some other records for an extended period of time. For example, it is currently best practice to keep financial records for a minimum period of 8 years to support HMRC audits or provide tax information. We may have legal obligations to retain some data in connection with our statutory obligations as a public authority. The council is permitted to retain data in order to defend or pursue claims. In some cases the law imposes a time limit for such claims (for example 3 years for personal injury claims or 6 years for contract claims). We will retain some personal data for this purpose as long as we believe it is necessary to be able to defend or pursue a claim. In general, we will endeavour to keep data only for as long as we need it. This means that we will delete it when it is no longer needed.

Your responsibilities

It is important that the personal data we hold about you is accurate and current. Please keep us informed if your personal data changes during your working relationship with us.

Your rights in connection with personal data

You have the following rights with respect to your personal data: -

When exercising any of the rights listed below, in order to process your request, we may need to verify your identity for your security. In such cases we will need you to respond with proof of your identity before you can exercise these rights.

1. The right to access personal data we hold on you

- At any point you can contact us to request the personal data we hold on you as well as why we have that personal data, who has access to the personal data and where we obtained the personal data from. Once we have received your request we will respond within one month.
 - There are no fees or charges for the first request but additional requests for the same personal data may be subject to an administrative fee.
2. ***The right to correct and update the personal data we hold on you***
 - If the data we hold on you is out of date, incomplete or incorrect, you can inform us and your data will be updated.
 3. ***The right to have your personal data erased***
 - If you feel that we should no longer be using your personal data or that we are unlawfully using your personal data, you can request that we erase the personal data we hold.
 - When we receive your request we will confirm whether the personal data has been deleted or the reason why it cannot be deleted (for example because we need it for to comply with a legal obligation).
 4. ***The right to object to processing of your personal data or to restrict it to certain purposes only***
 - You have the right to request that we stop processing your personal data or ask us to restrict processing. Upon receiving the request we will contact you and let you know if we are able to comply or if we have a legal obligation to continue to process your data.
 5. ***The right to data portability***
 - You have the right to request that we transfer some of your data to another controller. We will comply with your request, where it is feasible to do so, within one month of receiving your request.
 6. ***The right to withdraw your consent to the processing at any time for any processing of data to which consent was obtained***
 - You can withdraw your consent easily by telephone, email, or by post (see Contact Details below).
 7. ***The right to lodge a complaint with the Information Commissioner's Office.***
 - You can contact the Information Commissioners Office on 0303 123 1113 or via email <https://ico.org.uk/global/contact-us/email/> or at the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF.

Transfer of Data Abroad

Any personal data transferred to countries or territories outside the European Economic Area ("EEA") will only be placed on systems complying with measures giving equivalent protection of personal rights either through international agreements or contracts approved by the European Union. Our website is also accessible from overseas so on occasion some personal data (for example in a newsletter) may be accessed from overseas.

Further processing

If we wish to use your personal data for a new purpose, not covered by this Privacy Notice, then we will provide you with a new notice explaining this new use prior to commencing the processing and setting out the relevant purposes and processing conditions. Where and whenever necessary, we will seek your prior consent to the new processing, if we start to use your personal data for a purpose not mentioned in this notice.

Changes to this notice

We keep this Privacy Notice under regular review and we will place any updates on <https://www.stonehousetowncouncil.gov.uk> This Notice was last updated in February 2018.

Contact Details

Please contact us if you have any questions about this Privacy Notice or the personal data we hold about you or to exercise all relevant rights, queries or complaints at:

The Data Controller, Stonehouse Town Council, Town Hall, 1 Queens Road, Stonehouse GL10 2QA

Email: townclerk@stonehousetowncouncil.gov.uk

You can contact the Information Commissioners Office on 0303 123 1113 or via email <https://ico.org.uk/global/contact-us/email/> or at the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF.

Reviewed: 18th September 2023 (Minute Number: TC3108)

Next Review: Sept 25



COMMUNICATIONS & ENGAGEMENT POLICY

Good communication and effective engagement with the whole community is essential to achieving the Council's aims and objectives.

The aims of this policy are to increase transparency, provide information that is accurate, easily accessible, relevant and timely for the benefit of residents, partners, employees, stakeholders and visitors, to enable local people and groups to influence the development and delivery of services and policies that reflect local needs and priorities, and to encourage their participation in community events and activities.

The objectives of this policy are to:

- raise residents' awareness of services provided by the Council and the quality of service they can expect
- raise residents' satisfaction, trust and confidence in the Council's activities and their costs
- increase understanding of how to get involved with, or influence, Council policies and services
- raise the profile of Stonehouse as a wonderful town in which to live, work and play
- support elected members in their role
- encourage engagement with all sections of the community, particularly hard-to-reach groups and those often excluded
- increase interest and participation in community groups and activities such as Stonehouse in Bloom, Share & Repair, Stonehouse Community Climate Action Forum and Christmas Goodwill Fest
- ensure that the Council is not exposed to legal and governance risks, nor the reputation of the Council be adversely affected, by inadequate communications or failure to correct inaccurate information appearing elsewhere
- work towards and maintain compliance with the requirements of standard WCAG2.2.AA or any subsequent standard (as required by Assertion 10 of the Annual Governance Audit Return AGAR)

We will communicate and engage with:

residents, Councillors, Town Council staff, voluntary groups and organisations, local businesses, Stroud District Council, Gloucestershire County Council, local ward Councillors and constituency MPs, other public sector organisations, contractors and service providers, visitors, the local press and broadcast media.

We will communicate information about:

- Council, committee and working group elections, meetings, decisions and activities
- Council policies
- Council finances
- our services and those of other local authorities
- news and other information supplied to us about local facilities, groups and organisations
- public consultations and inquiries
- opportunities to participate in Council affairs and other community activities
- Data as required by the Local Government Transparency Code

We will communicate and engage by:

- Publishing a regular Council newsletter for residents: see Appendix I
- Displaying information in notice boards, via banners or other appropriate street display
- Responding to enquiries promptly and in full
- Communicating with the local press and broadcast media: see Appendix II
- Carrying out regular consultation: see Appendix III
- Communicating via the STC website: see Appendix IV
- Engaging in social media: see Appendix V
- Establishing a clear and consistent Council identity for the presentation and content of all communications

ROLES & RESPONSIBILITIES - SEE APPENDICES I-V

The members of the Town Council, its Officers and other employees, and individuals and organisations working with or acting on behalf of the Council are responsible for implementing and adhering to this policy.

This policy is to be read in conjunction with other relevant policies, including Bullying & Harassment Policy, Code of Conduct, Data Protection Policy and Equality & Diversity Policy.

MONITORING

In order to evaluate the effectiveness of this policy we will:

- monitor the local press and broadcast media for items concerning or originating from the Town Council or the community of Stonehouse
- seek feedback from local groups, organisations and businesses with whom we communicate
- carry out periodic consultation to measure satisfaction in the community
- monitor participation in elections and other Council activities

APPENDIX I - NEWSLETTER

Stonehouse News will be published at least twice each year and will include news and information regarding past, current and forthcoming Council and community activities and events. Deadlines for articles and advertisements will be determined by the Communications Working Group and the Facilities & Communications Coordinator, to whom they should be addressed.

The format and distribution of the newsletter will be determined by the Facilities & Communications Coordinator and the Communications Working Group with the agreement of Business Committee.

If deemed necessary an interim newsletter will be published online, with paper copies available in selected outlets and for others in the community who may lack internet access.

APPENDIX II - LOCAL PRESS AND BROADCAST MEDIA

The Town Council will produce press releases, articles and information publicising events, stories or subjects concerned with, and having a positive impact on, Stonehouse residents, businesses, the community, the Town Council and the local environment.

The format of press releases will conform to current best practice.

The Town Council Office should be the first point of contact for all enquiries. Day to day enquiries will be dealt with by Council officers in consultation with the Town Clerk. Requests for comment or interview should be referred to the Town Clerk to determine a response, normally restricted to matters that have been agreed by the Town Council, in consultation with the Chair and/or Deputy Chair.

Quotes may be attributed to the Chair, Deputy Chair or other Town Councillors after consultation. Where possible, a draft response will be provided by the Town Clerk to the relevant Town Councillors.

Enquiries that are deemed to be party political will be directed to the relevant Town Councillor(s). Elected members should make their own arrangements for issuing party political material to the media and ensure that the material is clear that it does not emanate from the Town Council.

Any Councillor responding to a journalist in their personal capacity or as a representative of another group should state clearly that they are responding in that capacity and not as a Town Councillor.

Nothing in these guidelines is to be interpreted as preventing, or attempting to prevent, a Councillor from expressing a personal opinion through the media, for example by writing to a newspaper or posting an item on an internet site. Members must make it clear that any views expressed, where different from Council Policy, are their own personal views. Members must take care not to misrepresent and/or bring the Town Council into disrepute, and must bear in mind their responsibilities under the Code of Conduct.

Employees other than the Clerk (or Deputy) and Facilities & Communications Coordinator should not contact the media on any matter relating to the Town Council unless specifically authorised by the Town Clerk and Chair.

Copies will be retained of all communications with the media. Should there be a need to make an official complaint against a publication or broadcast the Town Clerk will be the first point of contact.

APPENDIX III

The Council is committed to consulting local residents, businesses and community groups, service providers and contractors, visitors and our own staff and Members, to identify ways in which we can improve the services we provide. We will:

- invite public participation in Council and Committee meetings
- encourage public membership of Working Groups
- invite local and community groups to participate in the formulation of specific policies
- publish questionnaires on major issues via printed media including Stonehouse News, social media and the website
- hold drop-in events in various locations in the town
- invite correspondence to the Town Clerk

APPENDIX IV

This policy also sets out a Code of Practice to provide guidance to Councillors, staff and others who engage with the Council using online communications, referred to as social media.

Social media is a collective term used to describe methods of publishing on the internet. This policy covers all forms of social media and social networking sites which include (but are not limited to):

- Town Council website (Council is in the process of changing and working toward compliance with requirements of WCAG2.2.AA)
- Facebook and other social networking sites the council may use from time to time
- Website Comment Sections and other micro blogging sites
- YouTube and other video clips and podcast sites
- LinkedIn
- Blogs and discussion forums
- Email

The use of social media does not replace existing forms of communication.

The principles of this policy apply to town Councillors, Council staff and others communicating with the Council.

The policy sits alongside relevant existing policies which need to be taken into consideration.

The current Code of Conduct applies to online activity in the same way as to other written or verbal communication.

Individual Town Councillors or Council staff are responsible for what they post in a Council and personal capacity on Council social media pages. They should be mindful how comments may be perceived and must not bring the Council into disrepute.

In the main, Councillors and Council staff have the same legal duties online as anyone else, but failure to comply with the law may have more serious consequences.

Social media may be used for formal and informal council activities.

Formal activities (Clerk and designated persons only including Communications Working Group)

- Distribution of Agendas, minutes and dates of meetings
- Policies, reports and projects
- Refer resident queries to the Clerk and all other Councillors
- Vacancies
- Update Council Website
- Share information from partner agencies such as Principal Authorities, Police Library, Health Authorities etc
- Announcing new information
- Advertise events and activities
- Notification of Press Releases
- Responding positively to resident's enquiries, comments, questions and suggestions.
- Seeking feedback from local groups, organisations and businesses with whom we communicate
- Carry out periodic consultation in the community to measure satisfaction with Council services/activities
- Monitor participation in elections and other Council activities.
- Other content which promotes and upholds the reputation of the Council.

Informal activities

- Sharing council news stories and information including updates of projects and activities
- Re-post from partner agencies such as Principal Authorities, Police, Library, Health Authorities etc
- Directory of/information about local businesses
- Information concerning schools, churches, community organisations, doctors, dentists.
- Visitor information including history of the town and its environs. Travel information etc.

- Local news
- Useful links
- Details of local events
- Reports of past events (any images will have appropriate consent)

Councillors, Officers and staff will not, as representatives of the Council

- Use social media to engage in debate with residents
- Comment on sensitive issues such as planning applications
- Publish any content which may result in actions for defamation, discrimination, breaches of copyright, data protection or other claims for damages. This includes but is not limited to material of an illegal, sexual or offensive nature that may bring the Council into disrepute
- Publish any content for party political or specific campaigning purposes (LGA1986)
- Promote personal financial interests, commercial ventures or personal campaigns.
- Publish any content that is abusive, hateful or that would put Council representatives in breach of the Council's Code of Conduct or any other policies

Members will make it clear any views expressed that differ from Council policy are their own personal views. Misuse of social media content that is contrary to this and other policies could result in action being taken.

The Clerk to the Council is appointed as a moderator of Council media output, responsible for posting and monitoring content to ensure it complies with this Policy.

The moderator will have authority to remove from Council social media pages any posts made by third parties deemed to be of a defamatory or libelous nature.



STONEHOUSE

TOWN COUNCIL

[ENTER COUNCIL NAME] STONEHOUSE TOWN COUNCIL INFORMATION TECHNOLOGY POLICY

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Introduction

Each council will have its own IT setup and, as such, a single 'one-size-fits-all' IT policy is unlikely to be appropriate. Some smaller parish councils may operate with minimal equipment, while others may manage multiple devices connected to a central server. These guidelines are intended to help councils identify key considerations when developing or updating their own IT policy.

Councils that use external IT providers should ensure their policies accurately reflect current practices and contractual arrangements.

Purpose of the IT Policy

The purpose of an IT policy is to establish clear parameters for how councillors, staff, and other authorised users use council-provided technology or equipment in the course of their duties. A well-defined policy helps to:

- Set expectations for appropriate use of equipment and systems;
- Raise awareness of risks associated with IT use;
- Safeguard the council's data and digital assets;
- Clarify what constitutes acceptable and unacceptable use;
- Outline the consequences of policy breaches.

Councils will also need to determine and clearly state whether limited personal use of IT equipment is permitted (for example, checking personal email or online shopping during lunch breaks).

Monitoring of IT Use

As an IT provider, the council has the right to monitor the use of its IT equipment and systems, provided there is a legitimate reason for doing so and councillors, employees and other authorised users are informed that such monitoring may take place. Any monitoring

must be proportionate and comply with relevant data protection and privacy laws. Other persons may be included if they access or use council systems e.g. if they have a council e-mail address

Scope of this policy

This policy applies to all councillors, staff, and other authorised users, regardless of their working location or pattern, including those who are home-based, office-based, or work on a flexible or part-time basis. It sets out the expectations for the appropriate use of IT equipment and systems provided by the council.

Computer use

1.1 Hardware

1.1.1 ~~Either council computer equipment is provided for council purposes only, or~~ Council computer equipment is provided for council purposes, however reasonable personal use is permitted (reasonable interpreted as in the opinion of ~~specify whom, e.g. "the council, the clerk"~~). Any personal use of our computers and systems should not interrupt our daily council work in any way. Councillors, staff, and other authorised users are asked to restrict any personal use to official lunch breaks or before or after working hours.

1.1.2 Locking computers when leaving desk, all councillors, staff, and other authorised users must lock their computers when leaving their desks to prevent unauthorised access. This applies to all council and personal devices used for work. Failure to comply may lead to disciplinary action.

1.1.3 All computer and other electronic equipment supplied should be treated with good care at all times. Computer equipment is expensive, and any damage sustained to any equipment will have a financial impact on the council.

1.1.4 Computer and electronic hardware should be kept clean, and every precaution taken to prevent food and drink being dropped or spilled onto it.

1.1.5 All computer and mobile equipment will carry a number which is logged against the current owner of that equipment. A database of equipment issued will be kept.

1.1.6 Equipment should not be dismantled or reassembled without seeking advice.

1.1.7 Councillors, staff, and other authorised are not to purchase any computer or mobile equipment (including software). Unless previously authorised.

1.1.8 Personal disks, USB stick, CDs, DVDs, data storage devices etc cannot be used on council computers without the prior approval of ~~specify whom, e.g. the council~~.

1.1.9 ~~Delete if not appropriate~~ The council has a number of wireless networks. Using a portable device to make personal Wi-Fi hot spots which bypass existing WiFi is not allowed.

1.1.10 [Optional] Any faults or necessary repairs must be reported to [specify whom, e.g. "the clerk/ the IT provider"].

Equipment

2.1 Portable equipment

2.1.1 Portable equipment includes laptop computers, netbooks, tablets, mobile and smart phones with email capability and access to the internet etc.

2.1.2 It is particularly emphasised that council back-up procedures specific to portable equipment should be followed at all times.

2.1.3 All portable computers must be stored safely and securely when not in use in the office, i.e. when travelling or when working from home. Portable equipment (unless locked in a secure cabinet or office) should be kept with or near the user at all times; should not be left unattended when away from council premises and should never be left in parked vehicles or at any council or non-council premises.

2.1.4 It is important to ensure all portable devices are protected with encryption in case they are lost or stolen. All smartphones or tablets that hold council data, including emails and files, must be protected with a pin code. Where possible, these devices should also be programmed to erase all content after several unsuccessful attempts to break in. Any security set on these devices must not be disabled or removed.

2.1.5 [Optional] Multi-Factor Authentication (MFA) is a security process that requires users to verify their identity using two or more independent methods—for example, entering a password (something you know) and confirming a code sent to your mobile device (something you have). This significantly reduces the risk of unauthorised access to systems and sensitive data. NALC recommends implementing MFA as a best practice to enhance information security and support compliance with data protection obligations under the UK GDPR and the Data Protection Act 2018.

2.1.6 If an item of portable equipment is lost or damaged this should be reported to [specify whom, e.g. "the clerk/IT provider"]. ~~If the loss or damage is due to an act of negligence, the individual responsible may be liable to meet the first [specify amount] of the loss/damage.~~

2.1.7 To protect confidential information, unless it is a requirement of the job and this has been authorised, it is forbidden for photographs or videos to be taken on council premises, without the prior written permission of [specify whom, e.g. "the council"]. This includes mobile telephones with camera function, camcorder, tape or other recording device for sound or pictures - moving or still.

2.1.8 Under no circumstances should any non public meeting or conversation be recorded without the permission of those present. This does not affect statutory rights (under The Openness of Local Government Regulations 2014).

2.1.9 In addition, the council does not permit webcams (which may be pre-installed on many laptops) to be used in the workplace, other than for conference calls for council

purposes. If there is any doubt as to whether a device falls under this clause, advice should be sought from ~~specify whom, e.g. "the clerk"~~.

2.2 Use of own devices

~~[Choose either "no use permitted" below and delete the whole of the rest of this section, or "some use permitted" and tailor to suit.]~~

2.2.1 Personal laptops and other computers or other devices should not be brought into work and used to access council IT systems during working hours, unless this has been authorised by the ~~Clerk/employee's line manager~~. This is to ensure that no viruses enter the system, to prevent time being wasted during working hours on personal use and to assist in maintaining security, confidentiality, and data protection.

~~[or – if some use is permitted – delete the above, and tailor the remainder of this section, including the options regarding data storage below.]~~

2.2.2 The Council recognises that some councillors, staff, and other authorised users may wish to use their own smartphones, tablets, laptops etc to access our servers, private clouds or networks for normal council purposes, including, but not limited to, reading their emails, accessing documents stored on the council's ~~insert location e.g. network~~ or to store data on the council's server(s) or access data in other services. Any such use of personal devices will be at the discretion of the council, but consent for standard systems (MS Windows, Mac OS X, Linux - in commercial configurations) will normally be permitted. Such devices should be kept up to date so that any vulnerabilities in the operating system or other software on the device are appropriately patched or updated.

2.2.3 However, the same security precautions apply to personal devices as to the council's desktop equipment. For continuity purposes, calls made to external parties (such as ~~specify, e.g. "external stakeholders"~~) must be made on council landlines or mobile phone numbers to ensure that only these numbers are used and/or stored by the recipient, rather than personal numbers. Any emails sent from own devices should be sent from a council email account and should not identify the individual's personal email address.

2.2.4 Councillors, staff, and other authorised persons that use council systems are expected to use all devices in an ethical and respectful manner and in accordance with this policy. Accessing inappropriate websites or services on any device via the IT infrastructure that is paid for or provided by the council carries a high degree of risk, and, for employees, may result in disciplinary action, including summary dismissal (without notice). For Workers or Contractors, we may terminate the worker agreement. This is irrespective of the ownership of the device used. An example would be downloading copyright music illegally or accessing pornographic material.

2.2.5 In cases of legal proceedings against the council or ~~specify, e.g. "external stakeholders"~~, the council may need to temporarily take possession of a device, whether council-owned or personal to retrieve the relevant data.

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2.2.6 Wherever possible the user should maintain a clear separation between the personal data processed on the council's behalf and that processed for their own personal use, for example, by using different apps for council and personal use. If the device supports both work and personal profiles, the work profile must always be used for work-related purposes.

2.2.7 Councillors, staff, and other authorised users who intend to use their own devices via the council's infrastructure must ensure that they:

- use at [specify, e.g. least a four "6-digit pin, strong password (i.e. one which uses three random words (e.g. PurpleCandleRiver) or finger print (preferably the latter)"] to protect their device(s) from being accessed. For smartphones and tablets this should lock the device after three [specify number] of failed login attempts;
- configure their device(s) to automatically prompt for a password after a period of inactivity of more than one minute [specify duration];
- always password protect any documents containing confidential information that are sent as attachments to an email, and notify the password separately (preferably by a means other than email);
- for smartphones and tablets, activate the automatic device wipe function (where available). Note that use of the remote wipe function may also involve the removal of the individual's personal data. Councillors, staff, and other authorised users are therefore advised to keep personal data separate from council data where possible;
- ensure secure WiFi networks are used;
- ensure that work-related data cannot be viewed or retrieved by family or friends who may use the device;
- inform [specify whom, e.g. "the council or the clerk"] if their device(s) is/are lost, stolen, or inappropriately accessed where there is risk of access to council data or resources. To prevent phones being used, they will need to retain the details of their IMEI number and the SIM number of the device as their provider will require this to deactivate it.

[Tailor either this section or the alternative section below, as appropriate:]

2.2.8 Personal data relating to [specify, e.g. "councillors, staff, and other authorised users, associates, residents, external stakeholders"] should not be saved to any personal accounts with third-party storage cloud service providers (e.g. Jireh [specify name of service provider]) as this may breach data protection legislation or create a security risk if the device is lost or stolen. This applies especially if the passwords used to store/access data are saved onto the device, or if the service permits councillors, staff, and other authorised users to remain logged in between sessions.

2.2.9 Personal information and sensitive data should never be saved on councillors, staff, or other authorised users own devices as this may breach confidentiality agreements, especially if the device is used by other people from time to time. The following data must never be accessed or processed on a personal device: [specify device].

2.2.10 If removable media are used to transfer data (e.g. USB drives or CDs), the user must also securely delete the data on the media once the transfer is complete.

2.2.11 Councillors, staff, and other authorised users who open any attachments should ensure that any cached copies are deleted immediately after use. The Clerk [Specify job title or department] will provide assistance or training in doing this if needed. Additional risks include data belonging to the council being accessed by unauthorised persons if the device(s) is lost, stolen, or used without the owner's permission.

2.2.12 [for — if work is allowed to be saved onto personal equipment:— <Optional — tailor to suit: Any work done on user's own equipment should be stored securely and password protected and should always be backed up in accordance with the council's standard backup procedures.

2.2.13 [Optional]. If transferring data, either by email or by other means, this should be done through an encrypted channel, such as a virtual private network (VPN) or a secure web protocol (https://). Unsecured wireless networks should not be used.

2.2.14 Prior to the disposal of any device that has work data stored on it, and in the event of a user leaving the council, councillors, staff, and other authorised users are required to allow [specify whom, e.g. "the IT provider"] access to the device to ensure that all passwords, user access shortcuts and any identifiable data are removed from the device.

2.2.15 Councillors, staff, and other authorised users must take responsibility for understanding how their device(s) work in respect to the above rules if they are accessing council servers/services via their own IT equipment. Risks to the user's personal device(s) include data loss as a result of a crash of the operating system, bugs and viruses, software or hardware failures and programming errors rendering a device inoperable. The council will use reasonable endeavours to assist, but councillors, staff, and other authorised users are personally liable for their own device(s) and for any costs incurred as a result of the above.

Health and safety

3.1.1 Councillors, staff, and other authorised users who work in council offices will be provided with an appropriate workstation.

3.1.2 The council has a duty to ensure that regular appropriate eye tests, carried out by a competent person, are offered to employees using display screen equipment. Further details are set out in the council's [specify, e.g. "display screen equipment policy" or "health and safety policy"]. ??????

3.1.3 Any VDU user who feels that their workstation requires changes to make it compliant must speak to [specify, e.g. "the clerk"].

If any hazards are detected at a workstation, including 'noises' from the IT equipment, this should be reported immediately to [specify job title e.g. "councillor/ clerk" or "the IT provider"].

Password and Authentication Policy

4.1.1 All user accounts must be protected by strong, secure passwords. The council follows the National Cyber Security Centre (NCSC) recommendations for creating passwords using three random words (e.g. PurpleCandleRiver). This method helps create passwords that are both strong and easy to remember, while offering effective protection against common cyber threats such as brute-force attacks. This approach is endorsed in NALC guidance.

In addition to strong passwords, Multi-Factor Authentication (MFA) should be enabled wherever possible. MFA requires users to provide two or more independent forms of verification—for example, a password (something you know) and a code sent to your phone (something you have). This significantly reduces the risk of unauthorised access to systems and personal data.

To further strengthen account security:

- Initial user account passwords must be generated by the IT provider.
- Default passwords provided by vendors or the IT provider must be changed immediately upon installation or setup.
- Service or System (e.g. Website) account passwords are generated and managed by the IT provider.
- The council recommends these practices as part of its commitment to robust information security and to support compliance with the UK GDPR and the Data Protection Act 2018.

For more guidance, see the NCSC's advice on password security: [NCSC Password Guidance](#)

4.1.2 Access to Passwords

- Passwords are personal and must not be shared under any circumstances.
- Only the assigned user of an account may access or use the associated password.
- In exceptional cases (e.g., incident response or employee offboarding), access to system credentials may be granted to authorised personnel from the IT provider with appropriate approvals and logging.
- Administrative credentials must be stored securely and only accessible to authorised personnel with a copy provided to the [specify e.g. e_Chair of council], in a sealed envelope, only to be accessed in an emergency.

4.1.3 Password Storage and Management

- Passwords must not be stored in plain text or written down in insecure locations.
- Passwords must be stored using a council-approved, encrypted password manager (e.g., LastPass, Bitwarden, or KeePass).

4.1.4 Password Change Requirements

- Immediately change password if compromise is suspected.

4.1.5 Password Access Control and Logging

- All access to administrative or shared credentials must be logged and auditable.

- Attempts to access unauthorized passwords will be treated as a security incident.

4.1.6 Responsibility

- Users are responsible for creating and maintaining secure passwords for their accounts.

The IT security provider is responsible for:

- Managing system/service credentials.
- Enforcing password policies. Auditing and monitoring password-related security practices.

Monitoring

5.1.1 The council reserves the right to monitor and maintain logs of computer usage and inspect any files stored on its network, servers, computers, or associated technology to ensure compliance with this policy as well as relevant legislation. Internet, email, and computer usage is continually monitored as part of the council's protection against computer viruses, ongoing maintenance of the system, and when investigating faults.

5.1.5 The council will monitor the use of electronic communications and use of the internet in line with the Investigatory Powers (Interception by Councils etc for Monitoring and Record-keeping Purposes) Regulations 2018.

5.1.6 Monitoring of an employee's email and/or internet use will be conducted in accordance with an impact assessment that the council has carried out to ensure that monitoring is necessary and proportionate. Monitoring is in the council's legitimate interests and is to ensure that this policy is being complied with.

5.1.7 The information obtained through monitoring may be shared internally, including with relevant councillors and IT staff if access to the data is necessary for performance of their roles. The information may also be shared with external HR or legal advisers for the purposes of seeking professional advice. Any external advisers will have appropriate data protection policies and protocols in place.

5.1.8 The information gathered through monitoring will be retained only long enough for any breach of this policy to come to light and for any investigation to be conducted.

5.1.9 Councillors, staff, and other authorised users have a number of rights in relation to their data, including the right to make a subject access request and the right to have data rectified or erased in some circumstances. You can find further details of these rights and how to exercise them in the council's data protection policy.

5.1.10 Such monitoring and the retrieval of the content of any messages may be for the purposes of checking whether the use of the system is legitimate, to find lost messages or to retrieve messages lost due to computer failure, to assist in the investigation of wrongful acts, or to comply with any legal obligation.

5.1.11 The council has software and systems in place that can ~~optional: "prevent inappropriate internet use and"~~ monitor and record all internet usage. A daily log is kept of all activity, which details the names of all websites accessed, along with the date and time of access, by individual councillors, staff, and other authorised users. Records of internet use and sites visited will normally be retained for a period of ~~specify duration, e.g. "six months"~~.

5.1.12 The council reserves the right to inspect all files stored on its computer systems in order to assure compliance with this policy. The council also reserves the right to monitor the types of sites being accessed and the extent and frequency of use of the internet at any time, both inside and outside of working hours to ensure that the system is not being abused and to protect the council from potential damage or disrepute.

5.1.13 Any use that the council considers to be 'improper', either in terms of the content or the amount of time spent on this, may result in disciplinary proceedings.

5.1.14 All computers will be periodically checked and scanned for unauthorised programmes and viruses.

Remote working

6.1.1 Increased IT security measures apply to those who work away from their normal place of work (e.g. whilst travelling, working from home or at ~~other locations/premises~~ ~~specify, e.g. "external stakeholders"~~ premises or any other different venue), as follows:

- if logging into the council's systems or services remotely, using computers that either do not belong to the council or are not owned by the user, any passwords must not be saved, and the user must log out at the end of the session deleting all logs and history records within the browser used. If the configuration of the device does not clearly support these actions (for example at an internet café), council services should not be accessed from that device;
- the location and direction of the screen should be checked to ensure confidential information is out of view. Steps should be taken to avoid messages being read by other people, including other travellers on public transport etc;
- any data printed should be collected and stored securely;
- all electronic files should be password protected and the data saved to the council's system/services when accessible;
- papers, files or computer equipment must not be left unattended at a ~~specify, e.g. "non council"~~ premises unless arrangements have been made with a responsible person at a ~~specify, e.g. "non council"~~ premises for them to be kept in a locked room or cabinet if they are to be left unattended at any time;
- any data should be kept safely and should only be disposed of securely;
- papers, files, data sticks/storage, flash drive or backup hard drives should not be left unattended in cars, except where it is entirely unavoidable for short periods, in which case they must be locked in the boot of the car. If staying away overnight, council data should be taken into the accommodation, care being taken that it will not be interfered with by others or inadvertently destroyed;
- where possible the ability to remotely wipe any mobile devices that process sensitive information should be retained in the case of loss or theft;

- Councillors, staff, and other authorised users who work away from the office with sensitive data should be equipped with a screen privacy filter for mobile devices and should use this at all times when accessing such data away from the office.

6.1.2 Those issued with a 'dongle' to enable internet access from a laptop via 3G or 4G networks whilst away from their normal workplace should note that the cost of internet access can be very high. Dongles should therefore be used for essential council purposes only, especially if abroad.

6.1.3 Similarly, use of paid for Wi-Fi access, for example at airports should be carefully monitored and restricted to essential council use.

Email

7.1.1 Council email facilities are intended to promote effective and speedy communication on work-related matters. Although we encourage the use of email, it can be risky. Councillors, staff, and other authorised users need to be careful not to introduce viruses onto council systems and should take proper account of the security advice below.

7.1.2 On occasion, it will be quicker to action an issue by telephone or face to face, rather than via protracted email chains. Emails should not be used as a substitute for face to face or telephone conversations. Councillors, staff, and other authorised users are expected to decide which is the optimum channel of communication to complete their tasks quickly and effectively.

7.1.3 These rules are designed to minimise the legal risks run when using email at work and to guide councillors, staff, and other authorised users as to what may and may not be done. If there is something which is not covered in the policy, councillors, staff, and other authorised users should ask **[specify, e.g. "IT provider"]**, rather than assuming they know the right answer.

7.1.4 All councillors, staff, and other authorised users who need to use email as part of their role will ~~normally~~ be given their own council email address and account using the .gov.uk domain (for GDPR purposes). The council may, at any time, withdraw email access, should it feel that this is no longer necessary for the role or that the system is being abused.

7.1.5 ~~[Either] Email messages sent on the council's account are for council use only. Personal use is not permitted.~~

~~[or]~~ Email messages sent on the council's account should be for council use only. Personal communications are permitted provided they do not encroach upon working time or interrupt council business in any way. Employees and other authorised users are asked to restrict their personal use to official lunch breaks or before or after working hours, and to use their personal email accounts, rather than council addresses.

Use of the Internet

8.1 Copyright

8.1.1 Much of what appears on the Internet is protected by copyright. Any copying without permission, including electronic copying, is illegal and therefore prohibited. The Copyright, Designs and Patents Act 1988 set out the rules. The copyright laws not only apply to documents but also to software. The infringement of the copyright of another person or organisation could lead to legal action being taken against the council and damages being awarded, as well as disciplinary action, including dismissal, being taken against the perpetrator.

8.1.2 It is easy to copy electronically, but this does not make it any less an offence. The council's policy is to comply with copyright laws, and not to bend the rules in any way.

8.1.3 Councillors, staff, and other authorised users should not assume that because a document or file is on the Internet, it can be freely copied. There is a difference between information in the 'public domain' (which is no longer confidential or secret information but is still copyright protected) and information which is not protected by copyright (such as where the author has been dead for more than 70 years).

8.1.4 Usually, a website will contain copyright conditions; these warnings should be read before downloading or copying.

8.1.5 Copyright and database right law can be complicated. Councillors, staff, and other authorised users should check with **[specify, e.g. "the clerk"]** if unsure about anything.

8.2 Trademarks, links and data protection

8.2.1 The council does not permit the registration of any new domain names or trademarks relating to the council's names or products anywhere in the world, unless authorised to do so. Nor should they add links from any of the council's web pages to any other external sites without checking first with **[specify, e.g. "the council/ the clerk"]**.

8.2.2 Special rules apply to the processing of personal and sensitive personal data. For further guidance on this, see the council's data protection policy, a copy of which is [held on the town council's website under 'Policies'](#) **[specify location, e.g. "included in the Employee Handbook"]**.

8.3 Accuracy of information

8.3.1 One of the main benefits of the internet is the access it gives to large amounts of information, which is often more up to date than traditional sources such as libraries. Be aware that, as the internet is uncontrolled, much of the information may be less accurate than it appears.

Use of social media

9.1.1 Social media includes blogs; Wikipedia and other similar sites where text can be posted; multimedia or user generated media sites (YouTube); social networking sites (such as Facebook, LinkedIn, X (formerly known as Twitter), Instagram, TikTok, etc.); virtual worlds (Second Life); text messaging and mobile device communications and more

traditional forms of media such as TV and newspapers. Care should be taken when using social media at any time, either using council systems or at home.

9.1.2 Personal use of social networking/media and chat sites ~~[choose either] are not permitted during working hours [or] should be restricted to breaks during working hours, or after hours with permission.~~

9.1.3 The council recognises the importance of councillors, staff, and other authorised users joining in and helping to shape sector conversation and enhancing its image through blogging and interaction in social media. Therefore, where it is relevant to use social networking sites as part of the individual's position, this is acceptable.

However, inappropriate comments and postings can adversely affect the reputation of the council, even if it is not directly referenced. If comments or photographs could reasonably be interpreted as being associated with the council, or if remarks about **external stakeholders** could be regarded as abusive, humiliating, sexual harassment, discriminatory or derogatory, or could constitute bullying or harassment, the council will treat this as a serious disciplinary offence. Councillors, staff, and other authorised users should be aware that parishioners or other local organisations may read councillors, staff, and other authorised users' personal weblogs, to acquire information, for example, about their work, internal council business, and employee morale. Therefore, even if the council is not named, care should be taken with any views expressed.

9.1.4 To protect both the council and its interests, everyone is required to comply with the following rules about social media, whether in relation to their council role or personal social networking sites, and irrespective of whether this is during or after working hours:

~~[Tailor the following list to suit]~~

- Contacts from any of the council's databases should not be downloaded and connected with on LinkedIn or other social networking sites with electronic address book facilities, unless this has been authorised.
- Any blog that mentions the council, its current work, councillors, employees, other users associated with the council, partner organisations, local groups, suppliers, parishioners, should identify the author as one of its councillors or employees and state that the views expressed on the blog or website are theirs alone and do not represent the views of **[specify, e.g. "the council"]**. Even if the council is not mentioned, care should be taken with any views expressed on social media sites and any views should clearly be stated to be the writer's own (e.g. via a disclaimer statement such as: "The comments and other content on this site are my own and do not represent the positions or opinions of my employer/ the council.") Writers must not claim or give the impression that they are speaking on behalf of the council.
- Any employee who is developing a site or writing a blog that will mention the council, **[specify e.g. "our current or potential plans, councillors, staff, and other authorised users, partners"]**, must inform **[specify whom, e.g. "the clerk/ the council"]** that they are writing this and gain agreement before going 'live'.
- The council expects councillors, staff, and other authorised users to be respectful about the council and its current or potential **[specify e.g. "all staff, including**

employees, councillors, clerks, and authorised users"] and not to engage in any name calling or any behaviour that will reflect negatively on its reputation. Any unauthorised use of copyright materials, any unfounded or derogatory statements, or any misrepresentation is not viewed favourably and could constitute gross misconduct.

- Photos or videos that include employees or other workers wearing uniforms or clothing displaying the council's name or logo should not be posted on social media if they could reflect negatively on the individual, their role, their colleagues, or the council. Additionally, photos, videos, or audio recordings must not be taken on council premises without explicit permission
- Comments posted by councillors, staff, and other authorised users on any sites should be knowledgeable, accurate and professional and should not compromise the council in any way.
- Inappropriate conversations with [specify whom e.g. "external stakeholders"], or between Councillors and/or staff members should not take place on any social networking sites, including forums.
- Any writing about or displaying photos or videos of internal activities that involves current councillors, staff, and other authorised persons, might be considered a breach of data protection and a breach of privacy and confidentiality. Therefore, their permission should be gained prior to uploading any such material. Details of any kind relating to any events, conversations, materials or documents that are meant to be private, confidential or internal to the council should not be posted. This may include manuals; procedures; training documents; non-public financial or operational information; personal information regarding other councillors, staff, and other authorised users anything to do with a disciplinary case, grievance, allegation of bullying/harassment or discrimination, or legal issue; any other secret, confidential, or proprietary information or information that is subject to confidentiality agreements. This does not affect statutory requirements to publish information including under the Freedom of Information Act.
- Councillors, staff, and other authorised users must be aware that they are personally liable for anything that they write or present online (including on an online forum or blog, post, feed or website). Councillors should always be mindful of the Members Code of Conduct and Nolan Principles. Employees may be subject to disciplinary action for comments, content, or images that are defamatory, embarrassing, pornographic, proprietary, harassing, libellous, or that can create a hostile work environment. They may also be sued by other organisations, and any individual or council that views their comments, content, or images as defamatory, pornographic, proprietary, harassing, libellous or creating a hostile work environment. In addition, other councillors, staff, and other authorised users can raise grievances for alleged bullying and/or harassment.
- Postings to websites or anywhere on the internet and social media of any kind, or in any press or media of any kind, should not breach copyright or other law or disclose confidential information, defame or make derogatory comments about the council or its [specify e.g. "councillors, staff, and other authorised users"], or disclose personal data or information about any individual that could breach data protection legislation.
- Contacts by the media relating to the council, should be referred to the [specify whom e.g. "the clerk"].

- Councillors, staff, and other authorised users who use sites such as LinkedIn and Facebook must ensure that the information on their profile is accurate and up to date and must update their profile on leaving the council.
- Councillors, staff, and other authorised users who use X.com, LinkedIn, or other social media/networking sites for council development purposes must ensure they provide the council with login details, including password(s), so that these sites can be accessed and updated in their absence.
- Councillors, staff, and other authorised users who have left the council must not post any inappropriate comments about the council or its councillors, staff, and other authorised users on LinkedIn, Facebook, X.com or any other social media/networking sites.
- During your employment/ involvement with the council, you may create or obtain access to a variety of professional contacts and confidential information. This includes, but is not limited to, contacts made through professional networking platforms such as LinkedIn, where those contacts have been established or maintained in your capacity as a councillor, member of staff, or other authorised user. All such contacts will be considered council property and may be subject to disclosure upon request.

9.1.5 Note that the council may, from time to time, monitor external postings on social media sites. Any employee who has a profile (for example on LinkedIn or Facebook) must not misrepresent themselves or their role with the council. Councillors, staff, and other authorised users are also advised that social media sites are not an appropriate place to air council concerns or complaints: these should be raised with the council or formally through the grievance procedure.

9.1.6 It is important to note that [specify e.g. "external stakeholders"]; contact details and information remain the property of the council. In addition, councillors, staff, and other authorised users leaving the council will be required to delete all council-related data including [specify e.g. "external stakeholders"]; contact details from any personal device/equipment.

Misuse

10.1 Misuse of IT systems and equipment is not in line with the council's standards of conduct and will be taken seriously. Any inappropriate or unauthorised use may lead to formal action, including disciplinary proceedings or, in serious cases, dismissal.

Training

11.1 Staff and Councillors will receive regular annual cyber security and Data Protection training

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Reference to other council documents

12.1 This policy is to be read in conjunction with Stonehouse Town Council's following policies

12.1.1 Data Protection Policy

12.1.2 Communications and Engagement Policy

Guidance

~~Where there is text in [square brackets] this part may be updated or be deleted if not relevant. An alternative option may have been provided.~~

Important notice

~~This is an example of a policy designed for a small council adhering to statutory minimum requirements and does not constitute legal advice. As with all policies it should be consistent with your terms and conditions of employment.~~

~~This document was commissioned by the National Association of Local Councils (NALC) for the purpose of its member councils and county associations. Every effort has been made to ensure that the contents of this document are correct at time of publication. NALC cannot accept responsibility for errors, omissions and changes to information subsequent to publication.~~

~~This document has been written by Worknest HR — a company that provides HR advice and guidance to town and parish Councils. Please contact them on 01403 240 205 for information about their services.~~

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DATE 202~~5~~6

COUNTERPART LEASE

relating to

**Land and buildings at Oldends Lane,
Stonehouse, Gloucestershire**

between

STONEHOUSE TOWN COUNCIL (1)

and

**[REDACTED]
[REDACTED]
Stonehouse Town Association Football Club (2)**

SETFORDS

74 North Street, Guildford
Surrey GU1 4AW

[LR1.](#) **Date of lease**

LR2. **Title number(s)**

LR2.1 **Landlord's title number**

GR293247

LR2.2 **Other title numbers**

LR3. **Parties to this lease**

STONEHOUSE TOWN COUNCIL of The Council Offices, Bath Road, Stonehouse
Gloucestershire GL10 2NH ("the Landlord")

[REDACTED]

[REDACTED] as trustees of Stonehouse Town
Association Football Club ("the Tenant")

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.

The Premises as specified in clause 1.1.

LR5. **Prescribed statements etc**

None.

LR6. **Term for which the Property is leased**

The term as specified in this lease at clause 1.1 in the definition of Contractual 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**

None

LR9.1 **Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land**

None.

LR9.2 **Tenant's covenant to (or offer to) surrender this lease**

None.

LR9.3 **Landlord's contractual rights to acquire this lease**

None.

LR10. **Restrictive covenants given in this lease by the Landlord in respect of land other than the Property**

None.

LR11. **Easements**

LR11.1 **Easements granted by this lease for the benefit of the Property**

Set out in Schedule 1.

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

Set out in Schedule 2.

LR12. **Estate rentcharge burdening the Property**

None.

LR13. **Application for standard form of restriction**

None.

LR14. **Declaration of trust where there is more than one person comprising the Tenant**

The Trustees are to hold the [Premises](#) on trust as trustees for the Stonehouse Town Association Football Club, an unincorporated members' club, of which the Trustees are the present trustees.

THIS LEASE is made between the parties referred to in clause LR3. and the provisions that follow have effect subject to the provisions contained, and terms used, in clauses LR1 to LR14.

THIS LEASE is made on

PARTIES

- 1 **STONEHOUSE TOWN COUNCIL** of Town Hall, Bath Road, Stonehouse Gloucestershire GL10 2NG (the **Landlord**);
- 2 [REDACTED]
[REDACTED] s trustees of Stonehouse Town Association Football Club (the **Tenant**)

THIS DEED provides:

- 1 **Definitions and interpretation**
 - 1.1 **Definitions**
 - 1927 Act** means the Landlord and Tenant Act 1927;
 - 1954 Act** means the Landlord and Tenant Act 1954;
 - 1995 Act** means the Landlord and Tenant (Covenants) Act 1995;
 - Adjoining Conduits** means the pipes, sewers, drains, mains, ducts, conduits, gutters, watercourses, wires, cables, laser optical fibres, data or impulse transmission, communication or reception systems, channels, flues and all other conducting media—including plant or fixtures and fittings and other ancillary apparatus—that serve the Premises and are in, on, over or under any Adjoining Property of the Landlord;
 - Adjoining Property of the Landlord** means each and every part of the land neighbouring or adjoining the Premises in which the Landlord has or during the Term acquires an interest or estate;
 - Building** means the building or buildings now or at any time during the Term erected on the Premises;
 - Car Parking Area** means the area shown edged blue on the Plan being part of the Adjoining Property of the Landlord;
 - Club** means the unincorporated members' club known as Stonehouse Town Association Football Club;
 - Conduits** means the pipes, sewers, drains, mains, ducts, conduits, gutters, watercourses, wires, cables, laser optical fibres, data or impulse transmission, communication or reception systems, channels, flues and all other conducting media—including plant or fixtures and fittings and other ancillary apparatus—that are in, on, over or under the Premises;

Contractual Term	means 25 years commencing on and including 1 September 2018;
Development	means development as defined by the Town and Country Planning Act 1990 Section 55;
Energy Performance Certificate	means an energy performance certificate as defined by the Energy Performance of Buildings (England and Wales) Regulations 2012 Regulation 2(1);
Fire Safety Regulations	means the Regulatory Reform (Fire Safety) Order 2005;
First Rent Payment	means the first payment of Rent being a proportionate sum in respect of the period from and including the commencement date of the Contractual Termdate of this Lease to and including the Rent Payment Date next after the date of this lease;
Football Pitch	means those parts of the Premises now laid out as a pitch for the purpose of playing association football;
Grounds	means any part of the Premises that is not built upon;
Initial Rent	means £500.00 per year;
Insurance Rent	<p>means the aggregate of the gross sums (including any commission) that the Landlord from time to time pays:</p> <p>(a) by way of premium for insuring the Premises (excluding the Tenant's fixtures), including insuring for loss of rent, in accordance with the Landlord's obligations contained in this Lease;</p> <p>(b) by way of premium for insuring in such amount and on such terms as the Landlord acting reasonably considers appropriate against all liability of the Landlord to third parties arising out of or in connection with any matter including or relating to the Premises; and</p> <p>(c) for insurance valuations made not more than once a year in relation to the Premises;</p>
Insured Risks	means the risks of loss or damage by fire, storm, tempest, earthquake, lightning, explosion, riot, civil commotion, malicious damage, impact by vehicles and by aircraft and articles dropped from aircraft, flood damage and bursting and overflowing of water pipes and tanks and any other risks (whether or not of the same nature) that the Landlord reasonably decides to insure against from time to time subject to such excesses, exclusions or limitations as the insurers require;

Interest	means interest payable during the period from the date on which a payment is due to the date of payment (both before and after any judgment) at the Interest Rate then prevailing;
Interest Rate	means the rate of 4% a year above the base lending rate of Barclays Bank plc or such other bank being a member of UK Finance as the Landlord may from time to time nominate in writing;
Lease Rents	means both the Rent and the Insurance Rent;
New Trustees	means any persons appointed as trustees of the Club and authorised in accordance with the constitution of the Club from time to time to act as trustees of the Club in place of or in addition to the Trustees;
Notice to Repair	means a notice given to the Tenant by the Landlord specifying the works (including, if appropriate, the removal of any unauthorised alterations) required to remedy any breach of the Tenant's obligations in this Lease as to the state and condition or energy efficiency status of the Premises;
Operational Covenants	means the covenants set out in Schedule 4;
Pedestrian Access	means the accessway between the points marked A and D on the Plan;
Permitted Use	means use as a football ground and for the usual activities of an association football club ancillary thereto;
Plan	means the plan attached to this Lease ;
Planning Acts	means the Town and Country Planning Act 1990 and all other legislation (whether primary or delegated in nature) for the time being in force relating to the control, design, development, occupation or use of land and buildings;
Premises	means the land and buildings known as Stonehouse Town Football Club shown edged red on the Plan;
Rent	means until the First Review Date the Initial Rent and thereafter the sum ascertained in accordance with Schedule 3 and does not include the Insurance Rent;
Rent Commencement Date	means the date of this Lease;
Rent Payment Dates	means 1 March and 1 September in every year
Rent Suspension Event	means an event that results in the Premises or any part of them being damaged or destroyed by any risk against which they are or should have been insured or by any Uninsured Risk so that the Premises or any

part of them are unfit for occupation and use or inaccessible;

Rent Suspension Period

means the period from and including the date on which a Rent Suspension Event occurs until the earlier of:

- (a) the date when the Premises (or the affected part) have been rebuilt or reinstated so as to be fit for occupation and use by the Tenant and accessible; or
- (b) the end of 3 years from the date on which a Rent Suspension Event occurs or, where the Landlord has given notice under clause 5.4, from the date that notice is given;

Road

means firstly, such part of the Car Parking Area which is designated for use as a roadway from time to time to provide access between the points marked 'A' and 'B' on the Plan and, secondly, the access road between the points marked 'B' and 'C' on the Plan;

Term

means the Contractual Term;

Tenant's Fixtures

means any plant, equipment and any tenant's fixtures on the Premises from time to time including the portacabin, the toilet block and The Nest (all in situ at the date of this lease);

The Nest

means the hospitality suite which has been erected in the northern corner of the Premises;

Trustees

means all persons in whom the Term is vested from time to time as trustees of the Club in accordance with the terms of this Lease;

Uninsured Risks

means any risk or element of risk:

- (a) against which insurance cover is not generally available in the United Kingdom market for property such as the Premises or is available only on terms or subject to conditions making it unreasonable in all the circumstances to take out insurance against that risk or element of risk; or
- (b) which is not insured against at the date damage or destruction occurs because of a condition imposed by the insurers;

VAT

means value added tax or any other tax of a similar nature and unless otherwise expressly stated all references to rents or other sums payable by the Tenant are exclusive of VAT; and

Working Day

means any day that is not a Saturday or a Sunday or a bank holiday in England and Wales.

1.2 Interpretation

1.2.1 The expression 'Premises' includes:

- (a) all buildings, erections, structures and plant, equipment and fixtures on the Premises from time to time;
- (b) the fences or walls dividing the Premises from the Adjoining Property of the Landlord;
- (c) all permitted additions and alterations to the Premises;
- (d) the Conduits;
- (e) wherever the circumstances of its use means it is suitable, any part or parts of the Premises,

but does not include the portacabin, the toilet block and The Nest (all in existence at the date of this lease), or any fixtures installed by the Tenant that can be removed from the Premises without damaging the Premises.

1.2.2 The expression 'Landlord' includes the person or persons from time to time entitled to possession of the Premises when this Lease comes to an end.

1.2.3 The expression 'Tenant' includes any person who is for the time being bound by the tenant covenants of this Lease.

1.2.5 Unless expressly stated to the contrary, the expression 'this Lease' includes any document supplemental to or collateral with this document or entered into in accordance with this document.

1.2.6 References to 'consent of the Landlord' or words to similar effect are references to a prior written consent signed by or on behalf of the Landlord and references to the need for anything to be 'approved by the Landlord' or words to similar effect are references to the need for a prior written approval by or on behalf of the Landlord.

1.2.7 Any provisions in this Lease referring to the consent or approval of the Landlord are to be construed as also requiring the consent or approval of any mortgagee of the Premises and any head landlord where that consent is required. Nothing in this Lease is to be construed as imposing any obligation on a mortgagee or head landlord not to refuse any such consent or approval unreasonably.

1.2.8 References to 'the last year of the Term' are references to the actual last year of the Term however it determines and references to the 'end of the Term' are references to the end of the Term whenever and in whatever manner it determines.

- 1.2.9 References to 'losses' are references to liabilities, awards of damages or compensation, penalties, charges, costs, disbursements and expenses arising from any claim, demand, action or proceedings.
- 1.2.10 References to 'other buildings' are references to any buildings now or at any time during the Term erected on the Adjoining Property of the Landlord.
- 1.2.11 Where any party to this Lease for the time being comprises two or more persons, obligations expressed or implied to be made by or with that party are deemed to be made by or with the persons comprising that party jointly and severally.
- 1.2.12 Words that indicate one gender include all other genders, words that indicate the singular include the plural and vice versa and words that indicate persons shall be interpreted as extending to a corporate body or a partnership and vice versa.
- 1.2.13 The clause, paragraph and schedule headings do not form part of this Lease and shall be ignored in its construction.
- 1.2.14 Any reference in this Lease to a clause, paragraph or schedule without further designation is to be construed as a reference to the clause, paragraph or schedule of this Lease so numbered.
- 1.2.15 General words introduced by the word 'other' do not have a restrictive meaning even where preceded by words indicating a particular class of matters.
- 1.2.16 Any covenant by the Tenant not to do anything includes an obligation to use reasonable endeavours not to permit or suffer that thing to be done by another person.
- 1.2.17 Any covenant by the Tenant to do anything includes an obligation not to waive the obligation of another person to do that thing.
- 1.2.18 References to any right of the Landlord to have access to the Premises are to be construed as extending to any head landlord and any mortgagee of the Premises - where the headlease or mortgage grants such rights of access to the head landlord or mortgagee - and to all persons authorised in writing by the Landlord and any head landlord or mortgagee including agents, professional advisers, contractors, workmen and others.
- 1.2.19 Unless expressly stated to the contrary, any reference to a specific statute includes any statutory extension or modification, amendment, consolidation or re-enactment of that statute and any regulations or orders made under it and any general reference to a statute includes any regulations or orders made under that statute.

- 1.2.20 Where the expressions 'landlord covenant', 'tenant covenant' or 'authorised guarantee agreement' are used in this Lease they are to have the same meaning as is given by the 1995 Act Section 28(1).

2 Letting

The Landlord lets the Premises to the Tenant with full title guarantee, together with the rights specified in Schedule 1, but excepting and reserving to the Landlord the rights specified in Schedule 2 for the Contractual Term at the Lease Rents subject to all covenants, easements, privileges, restrictions, rights and stipulations of whatever nature affecting the Premises including any matters contained or referred to in Schedule 5.

3 The Tenant's covenants

The Tenant covenants with the Landlord to observe and perform the requirements of this clause 3.

- 3.1 The Tenant must pay the Lease Rents in the following manner:
- 3.1.1 the Rent must be paid by equal half yearly payments in advance on the [Rent Payment Dates](#) ~~first day of March and on the first day of September in every year~~ and proportionately for any period of less than a year, the First Rent Payment to be paid on the date of this Lease; and
- 3.1.2 the Insurance Rent must be paid as rent on demand in accordance with clause 5.5.1.
- 3.2 The Tenant must not exercise or seek to exercise any legal or equitable right or claim to withhold or to make any deduction or set off in relation to the Lease Rents and other payments due under this Lease unless required to do so by law.
- 3.3 The Tenant must pay the Lease Rents and other payments due under this Lease by electronic transfer from a United Kingdom bank account to such United Kingdom bank account that is from time to time nominated by the Landlord and notified to the Tenant.
- 3.4 The Tenant must pay the Landlord on demand a fair proportion of any sums that may be incurred by the Landlord in or incidentally to the performance of the Landlord's obligations under clause 5.2.
- 3.5 The Tenant must pay on demand and must indemnify the Landlord against:
- 3.5.1 all rates, taxes, assessments, duties, charges, financial impositions and outgoings that are now or may at any time during the Term be charged, assessed or imposed upon the Premises or upon the owner or occupier of them, excluding any payable by the Landlord occasioned by receipt of the Lease Rents or by any disposition of or dealing with this Lease or ownership of any interest reversionary to the interest created by it provided that if the Landlord suffers any loss of rating relief that may be applicable to empty

- premises after the end of the Term because the relief has been allowed to the Tenant in respect of any period before the end of the Term then the Tenant must make good that loss to the Landlord;
- 3.5.2 all VAT that may from time to time be charged on the Lease Rents or other sums payable by the Tenant under this Lease; and
- 3.5.3 all VAT incurred in relation to any costs that the Tenant is obliged to pay or in respect of which the Tenant is required to indemnify the Landlord under the terms of this Lease, except where that VAT is recoverable or available for set-off by the Landlord as input tax.
- 3.6 The Tenant must pay on demand, and must indemnify the Landlord against, the proportion reasonably attributable to the Premises of all rates, taxes, assessments, duties, charges, financial impositions and outgoings that are now or may at any time during the Term be charged, assessed or imposed upon the Premises and any other property (including the Adjoining Property of the Landlord) or on its owners or occupiers.
- 3.7 The Tenant must pay to the suppliers, and indemnify the Landlord against, all charges for electricity, water, foul and surface water drainage, gas, telecommunications, internet, data communications and other services consumed or used at or in relation to the Premises (including meter rents and standing charges) and must comply with the lawful requirements and regulations of their respective suppliers.
- 3.8 Where the use of any of the Conduits or any boundary structures or other things is common to the Premises and any adjoining or neighbouring premises other than the Adjoining Property of the Landlord, the Tenant must be responsible for, and indemnify the Landlord against, all sums due from the owner, tenant or occupier of the Premises in relation to those Conduits, boundary structures or other things and must undertake all work in relation to them that is the Tenant's responsibility.
- 3.9 The Tenant must:
- 3.9.1 repair the Premises and the Tenant's Fixtures and keep them in good condition and repair;
- 3.9.2 maintain the Conduits and fixtures comprising part of the Premises and keep them in proper working order;
- 3.9.3 replace from time to time the Conduits and any fixtures comprising part of the Premises that become beyond economic repair at any time during or at the end of the Term;
- 3.9.4 keep the Premises and (for the avoidance of doubt) the portacabin, the toilet block and The Nest (and any replacement or supplemental temporary structures) clean and tidy and clear of all rubbish—this obligation includes but

- is not restricted to cleaning both sides of all windows in the Building and the The Nest as often as reasonably necessary;
- 3.9.5 not cause [the](#) Adjoining Property of the Landlord or any other land, roads or pavements abutting the Premises to be untidy or dirty—this obligation includes but is not restricted to the depositing of refuse or other materials on them;
- 3.9.6 redecorate the outside of the Building as often as reasonably necessary and in the last year of the Term and must redecorate the inside of the Building as often as reasonably necessary and in the last year of the Term, in all instances in a good and workmanlike manner, with appropriate materials of good quality, to the reasonable satisfaction of the Landlord, any change in the tints, colours and patterns of the decoration to be approved by the Landlord, whose approval may not be unreasonably withheld or delayed, provided that the covenants relating to the last year of the Term are not to apply where the Tenant has performed the obligation in question less than 18 months before the end of the Term.
- 3.10 The Tenant's obligations under clause 3.9 do not apply to damage or destruction caused by one or more of:
- 3.10.1 the Insured Risks except to the extent that any insurance money is irrecoverable due to any deliberate act or omission of the Tenant or anyone at the Premises expressly or by implication with the Tenant's authority and under the Tenant's control; and
- 3.10.2 the Uninsured Risks where the damage or destruction is to the whole or substantially the whole of the Premises and is such as to prevent [access](#), occupation [and](#) use except to the extent that the damage or destruction is caused by any deliberate act or omission of the Tenant or anyone at the Premises expressly or by implication with the Tenant's authority and under the Tenant's control.
- 3.11 The Tenant:
- [3.11.1](#) must not make any additions or alterations or carry out any other works to the Premises or construct any additional building or structure on the Premises except to the extent permitted by the provisions of this clause 3.11 and in any event must not make any additions or alterations or carry out any other works to the Premises that may:
- [\(a\)](#) have an adverse effect on an existing Energy Performance Certificate rating or otherwise reduce the efficiency of the use of energy at the Premises;[or](#)

~~3.11.1 (b) increase the volume of effluent which passes from the Property into the foul drain or sewer on the Adjoining Property of the Landlord~~

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- 3.11.2 is permitted to construct directional signs, and other similar constructions in connection with the use of the Premises as a football ground without the consent of the Landlord;
- 3.11.3 is permitted to carry out internal, non-structural works to the Building without the consent of the Landlord;
- 3.11.4 must not carry out any other works to the Building or any works to the remainder of the Premises unless the Tenant first:
- (a) obtains and complies with the necessary consents of the competent authorities and pays their charges for them;
 - (b) makes an application to the Landlord for consent, supported by drawings and where appropriate a specification in duplicate prepared by an architect, or a member of some other appropriate profession, who must supervise the work throughout to completion;
 - (c) pays the fees of the Landlord ~~(reasonably and properly incurred)~~, any head landlord, any mortgagee and their respective professional advisers ~~(reasonably and properly incurred in respect of the Landlord's professional advisers)~~;
 - (d) enters into any covenants the Landlord reasonably requires as to the execution and reinstatement of the works; and
 - (e) obtains the consent of the Landlord, whose consent may not be unreasonably withheld ~~or delayed~~.
- and in the case of any works of a substantial nature, the Landlord may require the Tenant to provide, before starting the works, ~~reasonable and~~ adequate security in the form of a deposit of money or the provision of a bond, as assurance to the Landlord that any works it permits from time to time will be fully completed;
- 3.11.5 must not make any connection with the Conduits or the Adjoining Conduits except in accordance with plans and specifications approved by the Landlord, whose approval may not be unreasonably withheld ~~or delayed~~ and subject to consent to make the connection having previously been obtained from the competent authority, undertaker or supplier.

~~For the avoidance of doubt, it is confirmed that all buildings, erections, structures in existence at the Premises at the date of this lease are authorised by the Landlord.~~

3.12 The Tenant must not erect any pole or mast or other apparatus on the Premises relating to electronic, wireless or mobile communications except to the extent required for serving the business carried on by the Tenant from the Premises in accordance with the terms of this Lease and then only with the consent of the Landlord, whose consent may not be unreasonably withheld ~~or delayed~~.

3.13 The Tenant must:

3.13.1 not, without the ~~approval~~consent~~consent~~ of the Landlord ~~(such approval not to be unreasonably withheld or delayed)~~, fix to or exhibit on the outside of the Building or fix to or exhibit through any window of the Building or otherwise display anywhere on ~~the exterior of~~ the Premises, any placard, sign, notice, fascia board or advertisement (and for the avoidance of doubt, it is confirmed that all placards, signs, notices, fascia boards and advertisements in existence at the Premises at the date of this lease are authorised by the Landlord) Provided that the Tenant shall not be required to obtain consent or approval for the erection of statutory notices, notices relating to health and safety or commercial advertising

3.13.2 upon receiving notice in writing from the Landlord, remove forthwith any advertisements or signs which the Landlord (in its absolute discretion) considers might cause offence to any section of the community or otherwise bring the Landlord into disrepute.

3.14 The Tenant must:

3.14.1 comply in all respects with the requirements of and carry out all works and provide and maintain all arrangements on or in respect of the Premises or the use to which they are being put under any statutes and any other obligations imposed by law or by any byelaws from time to time applicable to the Premises or the trade or business for the time being carried on there regardless of whether the requirements or obligations are imposed on the owner, the occupier or any other person;

3.14.2 not do in, on or near the Premises anything by reason of which the Landlord may incur any losses under any statute or obligation imposed by law or byelaw.

3.15 The Tenant must:

3.15.1 not obtain or take steps to obtain an Energy Performance Certificate for the Premises unless required to do so by the Energy Performance of Buildings (England and Wales) Regulations 2012 and, if so required, only instruct an energy assessor approved by the Landlord and on such terms as reasonably stipulated by the Landlord to provide the Energy Performance Certificate;

3.15.2 provide all reasonable assistance to enable the Landlord to obtain Energy Performance Certificates for the Premises from time to time.

3.16 The Tenant must:

- 3.16.1 allow the Landlord on reasonable notice during normal business hours except in an emergency when such notice as is reasonably practicable must be given the Landlord causing as little damage and as little interference with the Tenant's business as is reasonably practicable to:
- (a) enter the Premises to ascertain whether or not the covenants and conditions of this Lease have been observed and performed; and
 - (b) open up floors and other parts of the Premises (including the soil, subsoil and substratum) where that is necessary in order to do so provided that any opening-up must be made good by and at the cost of the Landlord if it reveals no breach of the terms of this Lease; and
- 3.16.2 carry out the works specified in a Notice to Repair immediately, including making good any opening up that revealed a breach of the terms of this Lease; and
- 3.16.3 if within 2 months of the service of a Notice to Repair the Tenant has not started to execute the work referred to in that notice (or is not proceeding diligently with it) or if the Tenant fails to finish the work within 3 months, or if in the Landlord's reasonable opinion the Tenant is unlikely to finish the work within that period, permit the Landlord to enter the Premises to execute the outstanding work, and must within 14 days of a written demand pay to the Landlord as a debt the ~~proper~~ cost of so doing and all associated expenses properly incurred by the Landlord, including legal costs and surveyor's fees.
- 3.17 The Tenant must not:
- 3.17.1 hold the Premises on trust for another;
 - 3.17.2 part with or share possession of the Premises or any part of the Premises or permit another to occupy them or any part of them Provided that the Tenant shall be permitted from time to time to grant licences for the use of the Building, ~~the~~The Nest and/or the Football Pitch for periods not exceeding 24 hours for social functions and events subject to obtaining the prior written approval~~written consent~~ of the Landlord which may not be unreasonably withheld or delayed;
 - 3.17.3 assign, sublet or charge the whole or part only of the Premises Provided that the Tenant may assign the whole of this Lease to the New Trustees subject to obtaining the prior written consent of the Landlord, which may not be unreasonably withheld or delayed, and subject to the provisions of clause 3.18.

- 3.18 The Landlord and the Tenant agree that, for the purposes of section 19(1A) of the 1927 Act, the Landlord may refuse its consent to an assignment if any of the following circumstances exist:
- 3.18.1 the Rent or any other sum due under this [L](#)ease is outstanding;
 - 3.18.2 there is a material breach of covenant by the Tenant that has not been remedied;
 - 3.18.3 the Tenant has not provided the Landlord with satisfactory evidence to the effect that the New Trustees have been authorised to act as trustees of the Club in place of, or in addition to, the Trustees.
- And nothing in this clause shall prevent the Landlord from giving consent subject to any other reasonable condition nor from refusing consent to an assignment in any other circumstance where it is reasonable to do so.
- 3.19 The Tenant must not:
- 3.19.1 use the Premises other than for the Permitted Use;
 - 3.19.2 use the Premises for any auction sale, any dangerous, noxious, noisy or offensive trade, business, manufacture or occupation or any illegal act or purpose;
 - 3.19.3 use the Premises as sleeping accommodation or for residential purposes or keep any animal, bird or reptile on them except guard dogs; or
 - 3.19.4 do anything on the Premises or allow anything to remain on them that may be or become or cause a nuisance or annoyance, disturbance, inconvenience, injury or damage to the Landlord or its tenants or the owners or occupiers of adjacent or neighbouring premises.
- 3.20 The Tenant must pay to the Landlord all costs, fees, charges, disbursements and expenses - including those payable to counsel, solicitors, surveyors and enforcement agents - ~~reasonably and~~ properly incurred by the Landlord in relation to or incidental to:
- 3.20.1 every application made by the Tenant for a consent or licence required by the provisions of this [L](#)ease, whether the application is granted, refused or offered subject to any qualification or condition or the application is withdrawn unless the refusal, qualification or condition is unlawful either because it is unreasonable or otherwise;
 - 3.20.2 the contemplation, preparation and service of a notice under the Law of Property Act 1925 Section 146;
 - 3.20.3 the recovery or attempted recovery of arrears of rent or other sums due under this [L](#)ease; and
 - 3.20.4 any other steps taken in contemplation of or in connection with the enforcement of the covenants on the part of the Tenant contained in this [L](#)ease whether during or after the end of the Term including [\(during or within 6 months after the](#)

end of the Term) the preparation, service and negotiation of schedules of dilapidations.

- 3.21 The Tenant must:
- 3.21.1 observe and comply with the provisions and requirements of the Planning Acts affecting the Premises and their use and must indemnify the Landlord and keep the Landlord indemnified, both during the Term and following the end of it, against all losses in respect of any contravention of the Planning Acts;
 - 3.21.2 not make any application for planning permission without the consent of the Landlord ~~(such consent not to be unreasonably withheld or delayed);~~
 - 3.21.3 at the Tenant's own expense obtain any planning permissions and serve any notices that may be required to carry out any Development on or at the Premises;
 - 3.21.4 pay and satisfy any charge or levy that may subsequently be imposed under the Planning Acts in respect of the carrying out or maintenance of any Development on or at the Premises;
 - 3.21.5 not, despite any consent that may be granted by the Landlord under this Lease, carry out any Development on or at the Premises until all necessary notices under the Planning Acts have been served and copies produced to the Landlord, all necessary permissions under the Planning Acts have been obtained and produced to the Landlord and the Landlord ~~(acting reasonably)~~ has acknowledged that every such necessary planning permission is acceptable to it provided that the Landlord may refuse to acknowledge its acceptance of a planning permission on the grounds that any condition contained in it or anything omitted from it or the period referred to in it would, in the reasonable opinion of the Landlord, be, or be likely to be, prejudicial to the Landlord or to its reversionary interest in the Premises or the Adjoining Property of the Landlord whether during or following the end of the Term;
 - 3.21.6 where a condition of any planning permission granted for Development begun before the end of the Term requires works to be carried out to the Premises by a date after the end of the Term, (unless the Landlord directs otherwise) finish those works before the end of the Term; ~~and~~
 - 3.21.7 provide, in any case where a planning permission is granted subject to conditions (and if the Landlord so reasonably requires), sufficient security for the Tenant's compliance with the conditions and must not implement the planning permission until that security has been provided; and
 - 3.21.8 if reasonably required by the Landlord to do so, but at the Tenant's own cost, appeal against any refusal of planning permission or the imposition of any

conditions on a planning permission relating to the Premises following an application for planning permission by the Tenant.

- 3.22 If so requested, the Tenant must produce to the Landlord any plans, documents and other evidence the Landlord reasonably requires in order to satisfy itself that the provisions of this Lease have been complied with.
- 3.23 The Tenant must keep the Landlord fully indemnified against all losses that are directly or indirectly caused as a consequence of any act, omission or negligence of the Tenant or any persons at the Premises expressly or impliedly with the Tenant's authority and under the Tenant's control or 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 letting is subject.
- 3.24 At any time during the last 6 months of the Contractual Term and at any time thereafter, and whenever the Lease Rents or any part of them are in arrear and unpaid for longer than 14 days the Tenant must permit:
- 3.24.1 the Landlord to place on the Premises a notice of reasonable dimensions and positioning advertising the Premises for reletting; and
- 3.24.2 viewing of the Premises by prospective tenants who are accompanied by or have the prior written authority of the Landlord or the Landlord's agents on reasonable notice at reasonable times of the day.
- 3.25 At any time during the Term, the Tenant must permit viewing of the Premises on reasonable notice at reasonable times of the day by prospective buyers of the Landlord's interest in the Premises or of any other interest superior to the Term who are accompanied by or have the prior written authority of the Landlord or the Landlord's agents.
- 3.26 The Tenant must not permit any easements or other rights to be acquired in relation to the Premises and if any encroachment is made or any other action is taken or in either case attempted by a third party that may result in the acquisition of an easement or other right the Tenant must:
- 3.26.1 notify the Landlord in writing as soon as is reasonably practicable; and
- 3.26.2 take such action as the Landlord reasonably requires to prevent that acquisition subject to the Landlord being responsible for the Tenant's costs in doing so.
- 3.27 By the end of the Term, the Tenant must have removed:
- 3.27.1 all Tenant's Fixtures and trade fixtures and fittings and all signs installed at the Premises; and
- 3.27.2 if so requested by the Landlord at least 3 months beforehand, all additions, alterations or other works permitted by clause 3.11, in each instance having made good any damage caused by the removal and restored the Premises to

the condition they were in prior to the installation of the items or implementation of the works concerned.

- 3.28 At the end of the Term, the Tenant must:
- 3.28.1 give back the Premises to the Landlord with vacant possession and hand over to the Landlord all keys and security devices or access codes relating to the Premises;
 - 3.28.2 give back the Premises to the Landlord decorated and repaired in accordance with and in the condition required by the provisions of this Lease; and
 - 3.28.3 hand over to the Landlord any statutory registers or records maintained by the Tenant in relation to the Premises including in particular (but without restriction) any health and safety files or Energy Performance Certificate.
- 3.29 If, after the Tenant has vacated the Premises at the end of the Term, any property of the Tenant remains in or on the Premises and the Tenant fails to remove it within 14 days after a written request from the Landlord to do so (or, if the Landlord is unable to make such a request to the Tenant, within 7 days from the first attempt to make it) then:
- 3.29.1 the Landlord may, as the agent of the Tenant, sell that property, paying the net sale proceeds after deduction of associated costs to the Tenant;
 - 3.29.2 if, having made reasonable efforts to do so, the Landlord is unable to locate the Tenant, then the Landlord may retain the net proceeds of sale absolutely unless the Tenant claims them within one month of the date upon which the Tenant vacated the Premises;
 - 3.29.3 the Tenant must indemnify the Landlord against any losses incurred by the Landlord in relation to any third party whose property is sold by the Landlord in the mistaken belief held in good faith (which is to be presumed unless the contrary is proved) that the property belonged to the Tenant.
 - 3.29.4 In any event the Tenant must indemnify the Landlord against any damage occasioned to the Premises and any losses and any other liability, loss, cost or expense caused to the Landlord by or related to the presence of the property in or on the Premises.
- 3.30 The Tenant must pay Interest on any of the Lease Rents or other sums due under this Lease that are not paid within 14 days of the date on which they become due. Nothing in this clause entitles the Tenant to withhold or delay any payment of the Lease Rents or any other sum due under this Lease or affects the rights of the Landlord in relation to any non-payment.
- 3.31 The Tenant must give notice in writing as soon as is reasonably practicable to the Landlord of:

- 3.31.1 any notice, claim, direction, order or proposal relating to the Premises received by the Tenant or of which the Tenant becomes aware;
 - 3.31.2 any defect or disrepair in the Premises that might give rise to an obligation on the Landlord to do or refrain from doing anything in order to comply with the provisions of this Lease or any duty of care imposed on the Landlord whether under statute or otherwise.
- 3.32 The Tenant must ensure that at all times the Landlord has written notice of the name, home address and home and mobile telephone numbers of at least 2 people who hold keys and security devices or access codes to the Premises who can be contacted in the event of an emergency for the purposes of obtaining access.
- 3.33 The Tenant must observe and perform the Operational Covenants.
- 3.34 The Tenant must permit the Landlord to exercise any of the rights granted to the Landlord by virtue of the provisions of this Lease at all times during the Term without interruption or interference.
- 3.35 When making any application for consent or approval under this Lease, the Tenant must provide all the information that is reasonably required to enable the application to be considered.
- 3.36 If this Lease or the rights granted or reserved by this Lease are registered or registrable at the Land Registry then the Tenant must:
 - 3.36.1 register this Lease and any assignment or other registrable disposition of this Lease at the Land Registry within 28 days of the date of this Lease or the date of the instrument of assignment or other disposition requiring registration as the case may be;
 - 3.36.2 use reasonable endeavours to procure that all rights granted or reserved by this Lease are properly noted against the titles that are affected by them;
 - 3.36.3 within 14 days of the registration of the grant, assignment or other registrable disposition of this Lease or the registration of notice against the titles affected by the rights granted or reserved by this Lease as the case may be, deliver to the Landlord official copies of the registered title or titles, and the Landlord shall not be liable to the Tenant for the Tenant's failure to register or protect this Lease or any rights granted by this Lease.
- 3.37 Within 14 days of the end of the Term, the Tenant must apply to the Land Registry to close (and then use reasonable endeavours to complete the closure of) any registered title that relates to this Lease and to remove from the Landlord's registered title or titles to the Premises any reference to this Lease and the rights granted to the Tenant by it.

The Landlord covenants with the Tenant to observe and perform the requirements of this clause 4

4.1 The Landlord must permit the Tenant peaceably and quietly to hold and enjoy the Premises without any interruption or disturbance from or by the Landlord or any person claiming under or in trust for the Landlord.

~~4.2 The Landlord shall not cause or permit the condition of the Road, the Pedestrian Access or the Car Parking Area to deteriorate to such extent as to prevent or materially restrict its use by the Tenant in accordance with the rights contained in Schedule 1 to this lease.~~

5

Insurance

5.1 The Tenant warrants that before the execution of this Lease it has disclosed to the Landlord in writing any conviction, judgment or finding of any court or tribunal relating to the Tenant (or any director, other officer or major shareholder of the Tenant) of such a nature as to be likely to affect the decision of any insurer to grant or to continue insurance of any of the Insured Risks.

5.2 The Landlord covenants with the Tenant:

5.2.1 to insure the Premises;

5.2.2 that the insurance referred in clause 5.2.1 will/must be taken out with such substantial and reputable insurers and through such agency as the Landlord from time to time decides;

5.2.3 that the insurance referred in clause 5.2.1 will/must be taken out for:

(a) the sum that the Landlord is from time to time advised is the full cost of rebuilding and reinstating the Premises including irrecoverable VAT, architects', surveyors', engineers', solicitors' and all other professional persons' fees, the fees payable on any applications for planning permission or other permits or consents that may be required in relation to rebuilding or reinstating the Premises, the cost of preparation of the site including shoring-up, debris removal, demolition, site clearance and any works that may be required by statute and incidental expenses; and

(b) loss of the Rent (taking account of any rent review that may be due) for 3 years from the date of the damage or destruction concerned or such longer period as the Landlord from time to time reasonably requires for planning and carrying out rebuilding or reinstatement;

5.2.4 that insurance will/must be taken out against damage or destruction by any of the Insured Risks to the extent that such insurance may ordinarily be arranged with reputable insurers for properties such as the Premises subject to such excesses, exclusions or limitations as the insurers require;

- 5.2.5 if and whenever the Premises are damaged or destroyed by one or more of the Insured Risks and once the Tenant has paid any sums that are due to the Landlord under clauses 5.5.1(b) and 5.5.1(c), ~~that~~ the Landlord will as soon as reasonably practicable must:
- (a) use reasonable endeavours to obtain the planning permissions or other permits and consents that are required under the Planning Acts or otherwise to enable the Landlord to reinstate the Premises; and
 - (b) subject to those permissions or other permits and consents being obtained, ~~to~~ reinstate the Premises although the form of the reinstatement need not be identical as long as it is substantially similar in terms of nature, facilities, energy efficiency and quality and equally suitable for the Tenant's requirements;
- 5.2.6 to produce to the Tenant on written request reasonable evidence of the main terms of the policy and the fact that the last premium has been paid and notify the Tenant of any material change in the terms of cover from time to time;
- 5.3 The Landlord's obligations under clause 5.2 do not apply to:
- 5.3.1 tenant's fixtures forming part of the Premises or to other items at the Premises belonging to the Tenant (for which the Tenant must arrange its own insurance);
 - 5.3.2 the extent that insurance cannot be obtained or the insurers refuse to pay out insurance money because of any deliberate act or omission of the Tenant or by anyone at the Premises expressly or by implication with the Tenant's authority and under the Tenant's control.
- 5.4 If there is damage or destruction to the whole or substantially the whole of the Premises by an Uninsured Risk that prevents access or occupation ~~or~~ use, the Landlord may within 6 months of the damage or destruction serve notice on the Tenant that they wish to reinstate at its own cost in which case clause 5.2.5 will apply as if the damage or destruction had resulted from an Insured Risk.
- 5.5 The Tenant covenants with the Landlord:
- 5.5.1 to pay to the Landlord on demand from time to time as required:
 - (a) the Insurance Rent;
 - (b) any excess or deductible incurred by the Landlord on reinstatement of the Premises following damage or destruction by an Insured Risk; and
 - (c) any amount that the insurers refuse to pay out because of any deliberate act or omission of the Tenant or by anyone at the

- Premises expressly or by implication with the Tenant's authority and under the Tenant's control;
- 5.5.2 to comply with all the requirements and recommendations of the insurers ~~that are notified to the Tenant;~~
 - 5.5.3 not to do or omit anything that could invalidate any insurance policy relating to the Premises;
 - 5.5.4 not to do or omit anything by which additional insurance premiums may become payable in relation to the Premises unless the Tenant has previously notified the Landlord and has agreed to pay the increased premium;
 - 5.5.5 to give notice to the Landlord as soon as reasonably practicable of any event of which the Tenant becomes aware that might affect any insurance policy relating to the Premises;
 - 5.5.6 to give notice to the Landlord as soon as reasonably practicable of any damage or destruction to the Premises resulting from an Insured Risk or an Uninsured Risk; ~~and~~
 - 5.5.7 to give notice to the Landlord as soon as reasonably practicable of any conviction, judgment or finding of any court or tribunal relating to the Tenant (or any director, other officer or major shareholder of the Tenant) of such a nature as to be likely to affect the decision of any insurer to grant or to continue any insurance of any of the Insured Risks; ~~and~~
 - 5.5.8 to maintain insurance in a sufficient sum with a reputable insurance company:
 - 5.5.8.1 against liability to third parties arising out of or in connection with any matter including or relating to the Premises; and
 - 5.5.8.2 in respect of the Tenant's Fixtures;
 and to provide the Landlord with evidence of such insurance on demand; and
 - 5.5.9 if at any time the Tenant is entitled to the benefit of any insurance of the Premises that is not taken out or maintained in pursuance of any obligation contained in this Lease, to apply all money received by virtue of that insurance in making good the loss, damage or destruction in respect of which the money is received.
- 5.6 If a Rent Suspension Event occurs, payment of the Rent (or a fair proportion of it according to the nature and the extent of the damage or destruction sustained) is to cease to be payable for the Rent Suspension Period.
 - 5.7 If clause 5.6 applies:
 - 5.7.1 the Landlord must as soon as reasonably practicable refund to the Tenant any Rent (or, as the case may be, a fair proportion of any Rent) paid in advance relating to the Rent Suspension Period; and

- 5.7.2 once the Rent Suspension Period expires, the Tenant must pay to the Landlord on demand a proportionate sum of Rent in respect of the period from and including the date on which Rent becomes payable again to the date preceding but excluding and including the Rent Payment Date next after that date.
- 5.8 The provisions of clauses 5.6 and 5.7 shall not apply:
- 5.8.1 in the case of damage or destruction caused by an Insured Risk, to the extent any insurance money is irrecoverable because of any deliberate act or omission of the Tenant or by anyone at the Premises expressly or by implication with the Tenant's authority and under the Tenant's control unless the Tenant has complied with clause 5.5.1(c); or
- 5.8.2 in the case of damage or destruction caused by an Uninsured Risk, if the damage or destruction is caused by a deliberate act or omission of the Tenant or by anyone at the Premises expressly or by implication with the Tenant's authority and under the Tenant's control.
- 5.9 Any dispute as to the proportion of the Rent suspended or the period of the suspension under clause 5.6 is to be determined in accordance with the Arbitration Act 1996 by an arbitrator to be appointed by agreement between the Landlord and the Tenant or in default by the President or other proper officer for the time being of the Royal Institution of Chartered Surveyors on the application of either the Landlord or the Tenant.
- 5.10 In the event of damage or destruction to the Premises caused by an Uninsured Risk that prevents access to or the occupation or and use of the whole or substantially the whole of the Premises:
- 5.10.1 if the Landlord serves notice on the Tenant that it does not wish to reinstate the Premises, this Lease shall terminate with immediate effect; or
- 5.10.2 if the Landlord does not serve notice under clause 5.4 within 6 months of the damage or destruction, this Lease shall terminate on the last day of that period unless the damage or destruction was caused by any deliberate act or omission of the Tenant or anyone at the Premises expressly or by implication with the Tenant's authority and under the Tenant's control.
- 5.11 In the event of damage or destruction to the Premises that prevents access to or the occupation or and use of the whole or substantially the whole of the Premises, if clause 5.6 has applied and at the end of the Rent Suspension Period the Premises have not been sufficiently reinstated so as to be fit for the Tenant's occupation and use and accessible, subject to clause 5.12, either the Landlord or the Tenant may, at any time thereafter but before any reinstatement is completed, serve notice on the other terminating this Lease with immediate effect.

5.12 The exercise of the Tenant's rights of termination under clause 5.11 is subject to compliance with any obligations the Tenant may owe under clauses 5.5.1(b) and 5.5.1(c).

5.13 If this lease is terminated under clause 5.10 or clause 5.11 then:

5.13.1 the Term shall cease absolutely but this will not affect the rights and remedies of any party for any prior breach of the provisions of this lease;

5.13.2 the Tenant must give vacant possession of the Premises to the Landlord; and

5.13.3 all money received in respect of the insurance taken out by the Landlord under this lease is to belong to the Landlord absolutely.

6. Forfeiture

6.1. If any of the events set out in clause 6.2 happen, the Landlord may at any time re-enter the Premises or any part of them and this lease will then immediately end but without affecting the rights or remedies of any party in relation to breaches of the covenants or other terms of this lease that have already occurred.

6.2. The events referred to in clause 6.1 are:

6.2.1. any of the Lease Rents being outstanding for 14 days after becoming due, (in the case of the Rent, whether formally demanded or not);

6.2.2. the Tenant breaching any covenant or other term of this lease;

6.2.3. the Tenant being an individual, becoming subject to a bankruptcy order or having an interim receiver appointed to their property;

6.2.4. the Tenant, being a company or limited liability partnership or other form of partnership, entering into liquidation—but not if the liquidation is for amalgamation or reconstruction of a solvent entity—or entering into administration having a receiver appointed over all or any part of its assets or, where appropriate, being struck off the register;

6.2.5. the Tenant entering into or making a proposal to enter into any voluntary arrangement pursuant to the Insolvency Act 1986 or any other arrangement or composition for the benefit of the Tenant's creditors;

6.2.6. the Tenant becoming subject to any procedure for the taking of control of the Tenant's goods by another.

6.3. Where the Tenant is more than one person, clause 6.2 applies if and whenever any of the events referred to happens to any one or more of them.

7. General

7.1. The operation of the Law of Property Act 1925 Section 62 is excluded from this lease. The only rights granted to the Tenant are those expressly set out in this lease and the Tenant is not to be entitled to any other rights affecting the Adjoining Property of the Landlord.

- 7.2. Any walls dividing the Building from any other buildings are to be party walls within the meaning of the Law of Property Act 1925 Section 38 and must be maintained at the equally shared expense of the Tenant and the Landlord.
- 7.3. Each term of this [Lease](#) on the part of the Tenant is to remain in full force both at law and in equity even if the Landlord waives or releases that term on any occasion or waives or releases any similar term affecting [the](#) Adjoining Property of the Landlord.
- 7.4. The Tenant is not to be entitled to the benefit of any covenant, agreement or condition entered into by any tenant of the Landlord in respect of [the](#) Adjoining Property of the Landlord or the right to enforce or prevent the release or modification of any such covenant, agreement or condition.
- 7.5. If any term of this [Lease](#) is, in whole or in part, held to be illegal or unenforceable to any extent under any enactment or rule of law, that term or part shall to that extent be deemed not to form part of this [Lease](#) and the enforceability of the remainder of this [Lease](#) shall not be affected.
- 7.6. Nothing in this [Lease](#) or in any consent or approval granted by the Landlord under this [Lease](#) is to imply or warrant that the Premises may lawfully be used under the Planning Acts for the Permitted Use.
- 7.7. Any statutory right of the Tenant to claim compensation from the Landlord on vacating the Premises is excluded to the extent that the law allows.
- 7.8. The Landlord shall not be liable under its obligations contained in this [Lease](#) after the Landlord has assigned its interest in the Premises.
- 7.9. The Landlord and the Tenant agree that this [Lease](#) shall be exclusively governed by and interpreted in accordance with the laws of England and Wales and to submit to the exclusive jurisdiction of the English courts.
- 7.10. This [Lease](#) shall not operate to confer any rights on any third party and no person other than the parties to it may enforce any provision of this [Lease](#) by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 7.11. The Trustees declare that they have been authorised to act as trustees of the Club in accordance with the constitution of the Club.
- 7.12. A notice under this [Lease](#) must be in writing and, unless the receiving party or their authorised agent acknowledges receipt, is valid if, and only if:
 - 7.12.1. it is delivered to or left at the recipient's address or sent by special delivery post; and
 - 7.12.2. it is served, where the receiving party is a company or limited liability partnership or limited partnership registered in the United Kingdom, at the registered office or principal place of business as appropriate or, where the receiving party is not such an entity:

(a) in the case of the Landlord, at the address shown in this Lease or at any address specified in a notice given by the Landlord to the Tenant from time to time;

(b) in the case of the Tenant, at the Premises,

and if the receiving party consists of more than one person, a notice to one of them is notice to all.

7.13. For the purposes of clause 7.128-12 a notice:

7.13.1. delivered or left at the recipient's address is to be treated as served at the time it is delivered or left; and

7.13.2. sent by special delivery post is to be treated as served on the second Working Day after posting,

in each instance on whatever date and whether or not it is actually received.

7.14. It is confirmed that:

7.14.1. on [] the Landlord served notice on the Tenant pursuant to the provisions of the 1954 Act Section 38A(3) and on [] [] who was duly authorised by the Tenant to do so, made a statutory declaration pursuant to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 Schedule 2; and

7.14.2. pursuant to the provisions of the 1954 Act Section 38A(1), the parties agree that the provisions of the 1954 Act Sections 24–28 inclusive are to be excluded in relation to the tenancy created by this Lease; and

7.14.3. there is no agreement for lease to which this lease gives effect.

7.14.4. This Lease is a new tenancy for the purposes of the 1995 Act Section 1.

7.15. Any liability of the Trustees arising out of this lease or matters connected with it shall be limited to the value of the assets of Stonehouse Town Association Football Club in their possession from time to time.

Schedule 1

The rights granted

The following rights are granted to the Tenant:

- 1 the right, subject to temporary interruption for repair, alteration, rebuilding or replacement, for the Tenant and all persons expressly or by implication authorised by the Tenant—in common with the Landlord and all other persons having a like right—to pass and repass to and from the Premises for all purposes connected with the use and enjoyment of the Premises for the Permitted Use but not for any other purpose, over and along:
 - (a) the Road, with or without vehicles - and for the avoidance of doubt this right does not include the right to load and unload vehicles on the Road and does not include the right to park on the Road - PROVIDED ALWAYS THAT the Landlord shall have the right to vary the route of the Road from time to time;
 - (b) the Pedestrian Access on foot PROVIDED THAT the Pedestrian Access may also be used by maintenance vehicles whenever necessary and ~~also~~ as a means of access to and egress from the Grounds for the Club minibus;
- 2 the right, subject to temporary interruption for repair, alteration or replacement, to the free passage and running of water ~~(including drainage)~~ and electricity to and from the Premises through the appropriate Adjoining Conduits subject to the payment of all costs and charges in connection with the supply of these services (or a fair proportion of the total cost of any ~~of~~ costs and charges which are payable in respect of the Premises together with the Adjoining Property of the Landlord), in common with the Landlord and all other persons having a like right;
- 3 the right in common with the Landlord and all other persons having a like right and subject to complying with the provisions contained in clause 3.11.15 of this lease to ~~make connection with and use any~~ the foul ~~of surface~~ water drain constructed on the Adjoining Property of the Landlord which is intended to serve (inter alia) the Property subject to the payment of a fair proportion of all costs and charges relating to the use of the foul water drain;
- 4 the right in common with the Landlord and all other persons having a like right to park private motor vehicles in such part or parts of the Car Parking Area which may be designated for use as a car park from time to time in connection with the Permitted Use of the Premises but not otherwise; and
- 5 the right of subjacent and lateral shelter and protection for the Premises from the Adjoining Property of the Landlord.

Schedule 2

The rights excepted and reserved

The following rights are excepted and reserved to the Landlord²:

- 1 the right to the free and uninterrupted passage and running of all appropriate services and supplies from and to [the](#) Adjoining Property of the Landlord in and through the appropriate Conduits and through any structures of a similar use or nature that may at any time be constructed in, on, over or under the Premises as permitted by paragraph 2;
- 2 the right to construct and to maintain in, on, over or under the Premises at any time during the Term any pipes, sewers, drains, mains, ducts, conduits, gutters, watercourses, wires, cables, laser optical fibres, data or impulse transmission, communication or reception systems, channels, flues and all other conducting media—including plant or fixtures and fittings and other ancillary apparatus—for the benefit of [the](#) Adjoining Property of the Landlord subject to the Landlord taking reasonable steps:
 - 2.1 to ensure that [any](#) works do not have a materially adverse effect upon the business carried out by the Tenant from the Premises; and
 - 2.2 to limit any interference with the Tenant's use and occupation of the Premises, and making good any resulting damage to the Premises or items at the Premises belonging to the Tenant;
- 3 all rights of light and air to the Premises that now exist or that might otherwise be acquired over any other land;
- 4 the right of subjacent and lateral shelter and protection for [the](#) Adjoining Property of the Landlord from the Premises;
- 5 the right to enter (or in emergency to break into and enter) the Premises at any time during the Term on reasonable notice during normal business hours except in emergency when such notice as is reasonably practicable must be given causing as little damage and as little interference with the Tenant's business as is reasonably practicable to:
 - 5.1 inspect and measure the Premises;
 - 5.2 inspect, clean, connect to, lay, repair, remove, replace with others, alter or execute any works whatever to or in connection with the conduits, rights, services or supplies referred to in paragraphs 1 and 2;
 - 5.3 carry out work of any kind to [the](#) Adjoining Property of the Landlord or any other buildings that cannot conveniently be carried out without access to the Premises;
 - 5.4 carry out work or do anything whatever that the Landlord is obliged to do under this [L](#)ease;
 - 5.5 carry out insurance valuations;
 - 5.6 prepare Energy Performance Certificates;
 - 5.7 take inventories of fixtures and other items to be handed back at the end of the Term;

5.8 ~~to~~ remove or fill in the decommissioned cess pit on the Property; and

5.9 exercise any of the rights granted or reserved to the Landlord elsewhere in this Lease;

6 the right at any time to build, demolish, rebuild, alter, raise the height of, extend downwards or otherwise redevelop any building on the Adjoining Property of the Landlord in such manner as the Landlord thinks fit, even if doing so obstructs, affects or interferes with the amenity of or the access to the Premises or the passage of light and air to the Premises subject to the Landlord taking reasonable steps:

6.1 to ensure that such works do not have a materially adverse effect on the business carried out by the Tenant from the Premises; and

6.2 to limit any interference with the Tenant's use and occupation of the Premises and making good any resulting damage to the Premises or items at the Premises belonging to the Tenant;

7 the right to underpin and shore up the Premises in connection with the works described in paragraph 6; and

8 for the purposes of exercising any of the rights granted or reserved to the Landlord in this Lease, the right to bring plant and other ancillary equipment onto the Premises and the right to place ladders or erect scaffolding on the Premises subject to the Landlord taking reasonable steps to limit any materially adverse effect on the business carried out by the Tenant from the Premises and any interference with the Tenant's use and occupation of the Premises and making good any resulting damage to the Premises.

Schedule 3

Rent review

1 Definitions

The following definitions apply in this Schedule.

Base Rent: rent of £500.00 per annum.

Base RPI Month: ~~July 2018~~ [April 2023](#).

Expert: an independent surveyor:

- (a) who is a Member or Fellow of the Royal Institution of Chartered Surveyors;
- (b) with at least 10 years' post-qualification experience including relevant experience in the subject matter of the dispute; and
- (c) appointed in accordance with paragraph 5 of this Schedule.

President: the president for the time being of the Royal Institution of Chartered Surveyors or a person acting on their behalf.

Review Date: ~~the tenth anniversary of the term commencement date~~ [1 September 2028](#) and every fifth anniversary of that date.

RPI: the Retail Prices Index or any official index replacing it.

Shortfall Payment Date: the date that the revised ~~Annual~~ Rent is calculated by the Landlord and notified to the Tenant.

2 Review of the ~~Annual~~ Rent

- 2.1 The ~~Annual~~ Rent shall be reviewed on each Review Date to equal:
[\(a\)](#) the ~~Annual~~ Rent payable immediately before that Review Date (or which would then be payable but for any abatement or suspension of the ~~Annual~~ Rent or restriction on the right to collect it); or, if greater,
[\(b\)](#) the indexed rent determined pursuant to [paragraph 2.2 of](#) this Schedule.
- 2.2 The indexed rent for a Review Date shall be determined by multiplying the Base Rent by the All Items index value of the RPI for the month that falls two months before the month in which that Review Date falls, then dividing the product by the All Items index value of the RPI for the Base RPI Month.
- 2.3 The Landlord shall calculate the indexed rent as soon as reasonably practicable and shall give the Tenant written notice of the indexed rent as soon as it has been calculated.
- 2.4 As soon as practicable after the amount of the revised ~~Annual~~ Rent has been determined pursuant to [paragraph 2.2 of](#) this Schedule, a memorandum recording the amount shall be signed by or on behalf of the Landlord, the Tenant and any guarantor. The parties shall each bear their own costs in connection with the memorandum.

3 Changes to the index

3.1 Subject to paragraph 3.2 of this Schedule, if there is any change to the methods used to compile the RPI, including any change to the items from which the All Items index of the RPI is compiled, or if the reference base used to compile the RPI changes, the calculation of the indexed rent shall be made taking into account the effect of this change.

3.2 The Landlord and the Tenant shall endeavour within a reasonable time, to agree an alternative mechanism for setting the **Annual-Rent** if either:

(a) the Landlord or the Tenant reasonably believes that any change referred to in paragraph 3.1 of this Schedule would fundamentally alter the calculation of the indexed rent in accordance with paragraph 2.2 of this Schedule, and has given notice to the other party of this belief; or

(b) it becomes impossible or impracticable to calculate the indexed rent in accordance with paragraph 2.2 of this Schedule.

This alternative mechanism may (where reasonable) include, or consist of, substituting an alternative index for the RPI. In default of agreement between the Landlord and the Tenant on an alternative mechanism for setting the **Annual-Rent**, either party may at any time refer the issue for determination by the Expert in accordance with paragraph 5.2 to paragraph 5.12 (inclusive) of this Schedule and the Expert shall determine an alternative mechanism and this includes (but is not limited to) substituting an alternative index for the RPI.

4 Late review of **Annual-Rent**

If the revised **Annual-Rent** has not been determined pursuant to this Schedule on or before the relevant Review Date, the Tenant must:

(a) continue to pay the **Annual-Rent** at the rate payable immediately before that Review Date; and

(b) on or before the Shortfall Payment Date, pay:

(i) the shortfall (if any) between the amount of **Annual-Rent** that the Tenant has paid for the period from and including the Review Date and the amount of **Annual-Rent** for that period that would have been payable had the revised **Annual-Rent** been determined pursuant to this Schedule on or before that Review Date; and

(ii) interest at the Interest Rate on that shortfall. That interest shall be calculated on a daily basis by reference to the Rent Payment Dates on which parts of the shortfall would have been payable if the revised **Annual-Rent** had been determined pursuant to this Schedule on or before that Review Date and the Shortfall Payment Date (or, if the Tenant pays the shortfall earlier than the Shortfall Payment Date, the date of that payment).

5 Determination by the Expert

5.1 Either party may at any time refer the revised **Annual-Rent** for determination by the Expert in accordance with this paragraph 5 of this Schedule in the following circumstances:

(a) where any question or dispute arises between the parties as to the amount of the Rent payable or as to the interpretation, application or effect of any part of this Schedule; or

(b) where the Landlord and the Tenant fail to reach agreement under paragraph 3.2 of this Schedule.

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.

- 5.2 The Landlord and Tenant shall agree on the appointment of an Expert and shall agree with the Expert the terms of their appointment.
- 5.3 If the Landlord and Tenant are unable to agree on an Expert or the terms of their appointment within 10 [Working Daysworking 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.
- 5.4 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 40 [Working Daysworking days](#) of the matter being referred to the Expert.
- 5.5 If the Expert dies or becomes unwilling or incapable of acting, or does not deliver the decision within the time required by this paragraph, then:
- (a) either party may apply to the President to discharge the Expert and to appoint a replacement Expert with the required expertise; and
 - (b) this paragraph 5 of this Schedule shall apply to the new Expert as if they were the first Expert appointed.
- 5.6 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.
- 5.7 To the extent not provided for by this paragraph 5 of this Schedule, 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.
- 5.8 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.
- 5.9 The Landlord and Tenant must bear their own costs in relation to the reference to the Expert.
- 5.10 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.
- 5.11 If either the Landlord or the Tenant does not pay its part of the Expert's fees and expenses within 10 [Working Daysworking days](#) of demand by the Expert, then:
- (a) the other party may pay instead; and
 - (b) 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 paragraph 5.11(a) of this Schedule.
- 5.12 The Landlord and Tenant must act reasonably and co-operate to give effect to the provisions of this paragraph and otherwise do nothing to hinder or prevent the Expert from reaching their determination.

6 Time not of the essence

Time is not of the essence for the purposes of this Schedule

Schedule 4

The Operational Covenants

- 1 The Tenant must:
 - 1.1 not without the consent of the Landlord ~~to~~ invite or allow the general public to enter the Premises otherwise than in connection with the Permitted Use;
 - 1.2 keep the gates of the Premises locked when the Premises are not in actual use by members of the Club;
 - 1.3 not permit any vehicles belonging to the Tenant or to the members, guests, spectators or employees of the Club and lawful visitors to stand on the Road or the Pedestrian Access.
- 2 The Tenant must not:
 - 2.1 keep on the Premises any plant, equipment and machinery except to the extent required for serving the business carried on by the Tenant from the Premises in accordance with the terms of this Lease;
 - 2.2 store on the Premises or bring onto them any dangerous substances as defined by the Fire Safety Regulations; or
 - 2.3 overload any part of the Building and, in particular but without restriction, must not (without the consent of the Landlord) suspend any weight from the ceiling of the Building.
- 3 The Tenant must not overload the Conduits or take any other action or discharge into the Conduits anything that may:
 - 3.1 harm the environment or human health or otherwise cause pollution or contamination;
 - 3.2 corrode or otherwise harm the Conduits; or
 - 3.3 cause an obstruction or deposit in the Conduits or cause them to function less efficiently than they should.
- 4 The Tenant must comply with the requirements of and the duties imposed by the Fire Safety Regulations and the reasonable requirements of the Landlord as to fire safety at the Premises. In particular but without restriction the Tenant must:
 - 4.1 keep the Premises supplied with such firefighting equipment as is necessary to comply with the Fire Safety Regulations and as the Landlord reasonably requires, maintaining the equipment to the reasonable satisfaction of the insurers of the Premises and in efficient working order, causing any sprinkler system and other firefighting equipment to be inspected by a competent person at least once in every 6 months;
 - 4.2 not obstruct the access to any fire equipment or the means of escape from the Premises or lock any fire door while the Premises are occupied.
- 5 The Tenant must: [158]

- 5.1 manage and keep the Football Pitch and all other grassed areas of the Premises properly mown and cultivated including reseeding and reurfing where necessary from time to time;
 - 5.2 ~~to~~ keep the Football Pitch properly marked out at all times during the association football season;
 - 5.3 maintain all the fences and gates in good repair and condition;
 - 5.4 not store anything on the Grounds or bring anything onto them that is or might become untidy, unclean, unsightly or in any way detrimental to the Premises or the area generally;
 - 5.5 supply suitable and sufficient receptacles for the deposit of litter by lawful visitors to the Premises;
 - 5.6 not deposit any waste, rubbish or refuse on the Grounds;
 - 5.7 not use the Grounds for the parking or storing of any vehicle, caravan or movable dwelling except for the parking of maintenance vehicles and private motor vehicles belonging to members, guests and employees of the Club in any designated parking area at the Premises;
 - 5.8 not erect or place any structure on the Football Pitch apart from goal posts, goal nets and corner flags.
- 6 The Tenant must not load or unload any vehicle unless it is in an area that has been designated for that purpose.
- 7 The Tenant must not deposit any waste, rubbish or refuse or anything else on the Adjoining Property of the Landlord or any land, road or pavements near to the Premises or cause them to become untidy, unclean or unsightly.
- 8 The Tenant must:
- 8.1 apply or cause application to be made at all proper times to the licensing authorities for the time being and use the Tenant's reasonable endeavours to obtain the grant or renewal of any certificates or licences necessary for the maintenance of a members' bar ~~or other~~ bar facilities in the Building and/or ~~The Nest~~ The Hospitality Suite and ~~to~~ pay all necessary fees and excise duties;
 - 8.2 conduct the members' bar or other bar facilities in a lawful and orderly manner strictly in accordance with every such certificate or licence and preserve the character of the members' bar or other bar facilities with the licensing authorities;
 - 8.3 in the conduct of the members' bar or other bar facilities, not do anything that would or would be likely to endanger any certificate or licence or render it liable to forfeiture or suspension.

Schedule 5

The subjections

The rights, exceptions and reservations, covenants and conditions affecting the Premises including those referred to in the registers of title of title number GR293247 [\(so far as subsisting and capable of taking effect\)](#).

Signed as a deed by [REDACTED]
in the presence of:

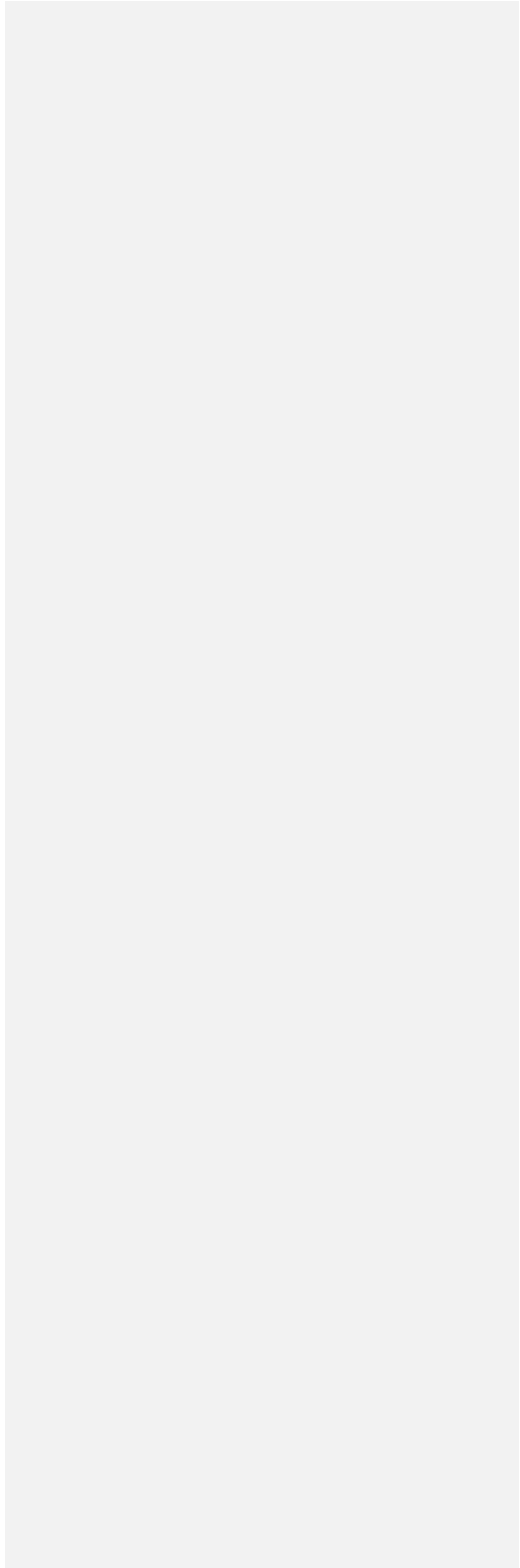
.....
Witness signature
Witness name
Witness address
.....
.....
Witness occupation

Signed as a deed by [REDACTED]
in the presence of:

.....
Witness signature
Witness name
Witness address
.....
.....
Witness occupation

Signed as a deed by [REDACTED]
in the presence of:

.....
Witness signature
Witness name
Witness address
.....
.....
Witness occupation





MP 101.25

Pavilion

Mast (telecommunication)

Car Park

Stand

Football Ground

Stonehouse Skatepark

Play Area

Sports Court

Club

Stand

Level Crossing

35.7m

Oldends Crossing

+39.0m

Largo House

+36.6m

+37.8m

OLDENDS LANE

22

14

6

4

2

2



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LR1. Date of lease

[]

LR2. Title number(s)

LR2.1 Landlord's title number(s)

GR293247

LR2.2 Other title numbers

None

LR3. Parties to this lease

Landlord

STONEHOUSE TOWN COUNCIL of The Council Offices, Bath Road, Stonehouse, Gloucestershire GL10 2NH

Tenant

[REDACTED]

as trustees of Magpies Social 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 the definition of "Property" in Clause ~~1.14.1~~ and ~~Schedule 1~~~~Schedule 4~~ of this lease.

The Property is let without the benefit of any existing easements or other rights which are appurtenant to title number [GR293247](#)

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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 specified in the definition of "Contractual Term" in Clause 1.1 of this lease.

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.

LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land

None.

LR9.2 Tenant's covenant to (or offer to) surrender this lease

None.

LR9.3 Landlord's contractual rights to acquire this lease

None.

LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property

None.

LR11. Easements

LR11.1 Easements granted by this lease for the benefit of the Property

The easements set out in paragraph 14 of ~~Schedule 2~~ Schedule 2 to this lease are granted by this lease for the benefit of the Property.

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

The easements set out in paragraph 14 of ~~Schedule 3~~ Schedule 3 to this lease are granted or reserved over the Property for the benefit of other property.

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LR12. Estate rentcharge burdening the Property

None.

LR13. Application for standard form of restriction

None.

LR14. Declaration of trust where there is more than one person comprising the Tenant

The Tenant is more than one person. The Trustees are to hold the Property on trust for the Magpies Social Club, an unincorporated members' club, of which the Trustees are the present trustees.

This lease is dated

PARTIES

(1) STONEHOUSE TOWN COUNCIL of Town Hall, Bath Road, Stonehouse, Gloucestershire GL10 2NG (**Landlord**)

(2) [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] as trustees of Magpies Social Club (**Tenant**)

BACKGROUND

- (A) The Landlord is the freehold owner of the Property
- (B) The Landlord has agreed to grant a lease of the Property to the Tenant on the terms set out in this lease.

AGREED TERMS

1. Interpretation

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

1.1 Definitions:

Annual Rent:

rent at a rate of:

- a) £2,000.00 per annum for the period from and including the Rent Commencement Date to and including 31 December 2026; and
- b) £2,050.00 per annum for the period from and including 1 January 2027 to and including 31 December 2028; and
- c) £2,100.00 per annum for the period from and including 1 January 2029 to and including 31 December 2030; and
- d) £2,150.00 per annum for the period from and including 1 January 2031 to and including 31 December 2032; and
- e) £2,200.00 per annum for the period from and including 1 January 2033 to and including 31 December 2034.

Authorised Person: any:

- a) undertenant or person deriving title under the Tenant;
- b) workers, contractors or agents of the Tenant or of any person referred to in paragraph (a) of this definition; or

- c) person at the Property with the actual or implied authority of the Tenant or any person referred to in paragraph (a) or paragraph (b) of this definition.

Break Date: the Landlord's Break Date or the Tenant's Break Date as the context so admits.

Landlord's Break Date: 31 December 2029.

Tenant's Break Date: a date which is at least 6 months after service of the Tenant's Break Notice.

Break Notice: the Landlord's Break Notice or the Tenant's Break Notice as the context so admits.

Landlords' Break Notice: written notice ~~served by the Landlord~~ to terminate this lease specifying the Landlord's Break Date and served in accordance with clause 42.

Tenant's Break Notice: written notice ~~served by the Tenant~~ to terminate this lease specifying the Tenant's Break Date and served in accordance with clause 42.

CDM Regulations: the Construction (Design and Management) Regulations 2015 (SI 2015/51).

Club: Magpies Social Club.

Contractual Term: a term of ten years from and including 1 January 2025 to and including 31 December 2034.

Default Interest Rate: 4% per annum above the Interest Rate.

Energy Assessor: an individual who is a member of an accreditation scheme approved by the Secretary of State in accordance with regulation 22 of the EPC Regulations.

Energy Performance Certificate: a certificate as defined in regulation 2(1) of the EPC Regulations.

EPC Regulations: Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118).

Gaming Machines: any gaming machine including, but not limited to, mechanical, electrical or electronic amusement with prizes machines, amusement without prizes machines, skill with prizes machines, skill without prizes machines, or machines or equipment for gaming and/or gambling and other machines and equipment of a similar nature.

Insolvency Event: subject to clause 1.15, any one or more of the following:

- a) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant or any guarantor;
- b) the making of an application for an administration order or the making of an administration order in relation to the Tenant or any guarantor;
- c) the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents in connection with the appointment

of an administrator, or the appointment of an administrator, in any case in relation to the Tenant or any guarantor;

d) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant or any guarantor;

e) the commencement of a voluntary winding-up in respect of the Tenant or any guarantor, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies;

f) the making of a petition for a winding-up order or a winding-up order in respect of the Tenant or any guarantor;

g) the striking-off of the Tenant or any guarantor from the Register of Companies or the making of an application for the Tenant or any guarantor to be struck-off;

h) the Tenant or any guarantor otherwise ceasing to exist (but excluding where the Tenant or any guarantor dies);

i) the making of an application for a bankruptcy order, the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant or any guarantor; or

j) the making of an application to court for, or obtaining, a moratorium under Part A1 of the Insolvency Act 1986 in relation to the Tenant or any guarantor; or

k) the levying of any execution or other such process on or against, or taking control or possession of, the whole or any part of the Tenant's assets.

Insured Risks: fire, explosion, lightning, earthquake, tempest, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, damage to underground water, oil or gas pipes or electricity wires or cables, impact by aircraft and aerial devices and articles dropped from them, impact by vehicles, subsidence, ground slip, heave, riot, civil commotion, strikes, labour or political disturbances, malicious damage, and any other risks ~~against~~ which the Tenant reasonably decides to insure against from time to time and **Insured Risk** means any one of the Insured Risks.

Interest Rate: the base rate from time to time of Barclays Bank plc or, if that base rate stops being used or published, a comparable commercial rate specified by the Landlord (acting reasonably).

IPT: Insurance Premium Tax chargeable under the Finance Act 1994 or any similar replacement or additional tax.

Landlord's Neighbouring Property: the freehold property known as Oldends Playing Field, Oldends Lane, Stonehouse, Gloucestershire being the property registered at HM Land Registry with title number GR293247 but excluding the Property.

Licensing Authorities: all or any of the persons and bodies and authorities competent to grant all or any of the Necessary Licences.

LPA 1925: Law of Property Act 1925.

LTA 1927: Landlord and Tenant Act 1927.

LTA 1954: Landlord and Tenant Act 1954.

LTCA 1995: Landlord and Tenant (Covenants) Act 1995.

Necessary Licences: all licences, permits, certificates and consents in connection with or ancillary to the Permitted Use carried out at the Property for the maximum hours allowed by law including, for the avoidance of doubt but without prejudice to the generality of the foregoing, a premises licence in accordance with the meaning of section 11 of the Licensing Act 2003 and any personal licence granted to an individual within the meaning of section 111 of the Licensing Act 2003.

New Trustees: any persons appointed [from time to time](#) to act as trustees of the Club in place of the Trustees.

Original Trustees: John Lee Ewing, Leah Jane King, Robert Terence Owen and Christopher Aaron Law.

Permitted Use: use as a sports and social club.

Property: the property described in Schedule 1.

Property Damage: damage to or destruction of the Property that makes the Property ~~inaccessible or~~ wholly or partially ~~inaccessible or~~ unfit for occupation ~~or~~ use.

Property Plan: the plan annexed to this lease at ANNEX A and marked "Property Plan".

Rates and Taxes: all present and future rates, taxes and other impositions and outgoing payments payable in respect of the Property, its use and any works carried out there (or a fair proportion of the total cost of those rates, taxes, impositions and outgoing payments if any are payable in respect of the Property together with any other property) but excluding any taxes:

- a) payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease;
- b) (except VAT) payable by the Landlord by reason of the receipt of any of the Rents due under this lease.

Recommendation Report: a report as defined in regulation 4 of the EPC Regulations.

Reinstatement Cost: the full cost of reinstatement of the Property taking into account inflation of building costs and including any costs of demolition, site clearance, site protection, shoring up, professionals' and statutory fees and incidental expenses and any other work to the Property that may be required by law and any VAT on all such costs, fees and expenses.

Rents: the rents set out in clause 2.2.

Rent Commencement Date: 1 January 2025.

Rent Payment Dates: the first day of every month.

Reservations: the rights excepted and reserved in paragraph 1 of Schedule 3.

Rights: the rights granted in paragraph 1 of Schedule 2.

Service Media: all media for the supply or removal of Utilities and all structures, machinery and equipment ancillary to those media.

Signs: signs, fascia, awnings, placards, boards, posters and advertisements.

Term: the Contractual Term.

Termination Date: the date on which this lease determines (however it determines).

Third Party Rights: the matters set out in Schedule 4.

Transaction: is:

- a) any dealing with this lease or the devolution or transmission of or parting with possession of any interest in it;
- b) the creation of any underlease or other interest out of this lease or out of any interest or underlease derived from it and any dealing with, devolution or transmission of or parting with possession of any such interest or underlease; or
- c) the making of any other arrangement for the occupation of the Property.

Trustees: the trustees of Magpies Social Club at the date of this lease (being the Original Trustees) and all persons in whom the Term is vested from time to time as trustees of the Club.

Utilities: electricity, gas, water, sewage, air-conditioning, heating, energy, telecommunications, data and all other services and utilities.

Utility Costs: all costs in connection with the supply or removal of Utilities to or from the Property (or a fair proportion of the total cost if any of those costs are payable in respect of the Property together with any other property).

VAT: value added tax or any equivalent tax chargeable in the UK.

- 1.2 A reference to this **lease**, except a reference to the date of this lease or to the grant of this lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental or collateral to it.
- 1.3 The Schedules form part of this lease and shall have effect as if set out in full in the body of this lease. Any reference to **this lease** includes the Schedules.
- 1.4 Unless the context otherwise requires, references to clauses, Schedules and Annexes are to the clauses, Schedules and Annexes of this lease and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.5 Clause, Schedule and paragraph headings shall not affect the interpretation of this lease.
- 1.6 A reference to:

- (a) the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease;
 - (b) the **Tenant** includes a reference to its successors in title and assigns; and
 - (c) a **guarantor** is a reference to any guarantor of the tenant covenants of this lease including a guarantor who has entered into an authorised guarantee agreement.
- 1.7 In relation to any payment, a reference to a **fair proportion** is to a fair ~~and reasonable~~ proportion (attributable to the Property) of the total amount payable, determined conclusively (except as to questions of law ~~or in the case of manifest error~~) by the Landlord.
- 1.8 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.9 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.10 The expressions **authorised guarantee agreement, landlord covenant and tenant covenant** each has the meaning given to it by the LTCA 1995.
- 1.11 Any obligation on the Tenant not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.12 References to:
- (a) the consent of the Landlord are to the consent of the Landlord given in accordance with clause 45.1;
 - (b) the approval of the Landlord are to the approval of the Landlord given in accordance with clause 45.3; and
 - (c) any consent or approval required from the Landlord shall be construed as also including a requirement to obtain the consent or approval of any mortgagee of the Landlord where such consent or approval is required under the terms of the mortgage. Except that nothing in this lease shall be construed as imposing on any mortgagee any obligation (or indicating that such an obligation is imposed on any mortgagee by the terms of the mortgage) not unreasonably to refuse any such consent.
- 1.13 Unless the context otherwise requires, references to the **Property** and the **Landlord's Neighbouring Property** are to the whole and any part of them.
- 1.14 Unless the context otherwise requires, any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

- 1.15 For the purposes of the definition of **Insolvency Event**:
- (a) where any of the paragraphs in that definition apply in relation to:
 - (i) a partnership or limited partnership (as defined in the Partnership Act 1890 and the Limited Partnerships Act 1907 respectively), that paragraph shall apply subject to the modifications referred to in the Insolvent Partnerships Order 1994 (SI 1994/2421) (as amended); and
 - (ii) a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000), that paragraph shall apply subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (SI 2001/1090) (as amended); and
 - (b) **Insolvency Event** includes any analogous proceedings or events that may be taken pursuant to the legislation of another jurisdiction in relation to a tenant or guarantor incorporated or domiciled in such relevant jurisdiction.
- 1.16 A reference to **writing** or **written** excludes fax and email.
- 1.17 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.18 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.19 Unless expressly provided otherwise in this lease, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.20 Unless expressly provided otherwise in this lease, a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.21 If any provision or part-provision of this lease is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this lease.

2. Grant

- 2.1 The Landlord lets the Property to the Tenant:
- (a) for the Contractual Term;
 - (b) with full title guarantee;
 - (c) together with the Rights;
 - (d) excepting and reserving the Reservations; and
 - (e) subject to the Third Party Rights.

2.2 The grant in clause 2.1 is made with the Tenant paying as rent to the Landlord:

- (a) the Annual Rent;
- (b) all interest payable under this lease; and
- (c) all other sums payable under this lease; and
- (d) all VAT chargeable on the other rents set out in this clause 2.2.

3. Tenant covenants

The Tenant covenants with the Landlord to observe and perform the tenant covenants of this lease during the Term or (if earlier) until the Tenant is released from the tenant covenants of this lease by virtue of the LTCA 1995.

4. Payment of Annual Rent

The Tenant must pay the Annual Rent by twelve equal instalments in advance on or before the Rent Payment Dates except that:

- (a) the Tenant must pay the first instalment of Annual Rent on the date of this lease; and
- (b) that first instalment of Annual Rent shall be the proportion of the Annual Rent calculated on a daily basis for the period from and including the Rent Commencement Date to and including the day before the next Rent Payment Date after the date of this lease.

5. Payment method

The Tenant must pay the Annual Rent and all other sums payable under this lease by:

- (a) electronic means from an account held in the name of the Tenant to the account notified from time to time to the Tenant by the Landlord; or
- (b) any other method that the Landlord reasonably requires from time to time and notifies to the Tenant.

6. No set-off

The Tenant must pay the Annual Rent and all other sums payable under this lease in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7. Interest

7.1 If any of the Annual Rent or any other sum payable by the Tenant under this lease has not been paid by its due date ([in the case of the Annual Rent](#), whether it has been formally demanded or not), the Tenant must pay to the Landlord interest on that amount at the Default Interest Rate (both before and after any judgment). Such interest

shall accrue on that amount on a daily basis for the period beginning on and including its due date to and including the date of payment.

- 7.2 If the Landlord does not demand or accept any of the Annual Rent or any other sum due from, or tendered by, the Tenant under this lease because the Landlord reasonably believes that the Tenant is in breach of any of the tenant covenants of this lease, then, when that amount is accepted by the Landlord, the Tenant must pay to the Landlord interest on that amount at the Interest Rate. Such interest shall accrue on that amount on a daily basis for the period beginning on and including its due date to and including the date it is accepted by the Landlord.

8. Rates and Taxes

- 8.1 The Tenant must pay all Rates and Taxes.
- 8.2 The Tenant must not make any proposal to alter the rateable value of the Property (or that value as it appears on any draft rating list) without the approval of the Landlord.
- 8.3 If, after the Termination Date, the Landlord loses rating relief (or any similar relief or exemption) because it has been allowed to the Tenant, the Tenant must pay the Landlord an amount equal to the relief or exemption that the Landlord has lost.

9. Utilities

- 9.1 The Tenant must pay all Utility Costs.
- 9.2 The Tenant must comply with all laws and with any recommendations of the relevant suppliers relating to the supply and removal of Utilities to or from the Property.

10. Common items

The Tenant must pay to the Landlord on demand a fair proportion of all costs payable by the Landlord for the maintenance, repair, lighting, cleaning and renewal of all Service Media, structures and other items not on or in the Property but used or capable of being used by the Property in common with other land.

11. Costs

The Tenant must pay on demand and on a full indemnity basis the costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses (whether incurred before or after the Termination Date) in connection with, or in contemplation of, any of the following:

- (a) the enforcement of the tenant covenants of this lease;
- (b) serving any notice or taking any proceedings in connection with this lease under section 146 or 147 of the LPA 1925 (notwithstanding that forfeiture is avoided otherwise than by relief granted by the court);

- (c) serving any notice in connection with this lease under section 17 of the LTCA 1995;
- (d) the preparation and service of a schedule of dilapidations in connection with this lease provided that that schedule is served on or before the date which is six months from and including the Termination Date; or
- (e) any consent or approval applied for under this lease, whether or not it is granted (unless the consent or approval is unreasonably withheld by the Landlord).

12. Prohibition of dealings

Except as expressly permitted by clause 13, the Tenant must not:

- (a) assign, underlet, charge, part with or share possession or occupation of the whole or part of either this lease or the Property; or
- (b) assign, part with or share any of the benefits or burdens of this lease, or in any interest derived from it, whether by a virtual assignment or other similar arrangement; or
- (c) hold the lease on trust for any person (except pending registration of a dealing permitted by this lease at HM Land Registry or by reason only of joint legal ownership).

13. Assignments

- 13.1 The Tenant may assign the whole of this lease to the New Trustees with the consent of the Landlord (such consent not to be unreasonably withheld or delayed).
- 13.2 The Landlord and the Tenant agree that, for the purposes of section 19(1A) of the LTA 1927, the Landlord may refuse its consent to an assignment if any of the following circumstances exist:
 - (a) the Annual Rent or any other sum due under this lease is outstanding; or
 - (b) there is a material breach of covenant by the Tenant that has not been remedied.
- 13.3 Nothing in this clause shall prevent the Landlord from giving consent subject to any other reasonable condition nor from refusing consent to an assignment in any other circumstance where it is reasonable to do so.
- 13.4 The Landlord and the Tenant agree that, for the purposes of section 19(1A) of the LTA 1927, the Landlord may give its consent to an assignment subject to the condition that the Landlord is provided with written evidence (in such form as the Landlord reasonably requires) of the appointment of the New Trustees in accordance with the constitution of Magpies Social Club.

14. Notification and registration of dealings

14.1 Within one month of any Transaction, the Tenant must:

- (a) give the Landlord notice of the Transaction;
- (b) deliver a certified copy of any document effecting or evidencing the Transaction to the Landlord; and
- (c) pay the Landlord a registration fee of £50 (plus VAT).

14.2 In respect of every Transaction that is registrable at HM Land Registry, the Tenant must:

- (a) apply to register a Transaction promptly following completion of that Transaction;
- (b) respond promptly and properly to any requisitions raised by HM Land Registry in connection with an application to register a Transaction; and
- (c) send the Landlord official copies of its title (and where applicable of the undertenant's title) within one month of completion of the registration.

For the purpose of clause 14.2 any obligation on the Tenant to do something includes an obligation to procure that the thing is done.

14.3 If requested by the Landlord, the Tenant must promptly supply the Landlord with full details of the occupiers of the Property and the terms on which they occupy it.

15. Repair

15.1 The Tenant must:

- (a) subject to clause 15.2, keep the Property in good repair and condition;
- (b) ensure that any Service Media forming part of the Property is kept in good working order;
- (c) keep the Property clean, tidy and clear of rubbish; and
- (d) replace as soon as possible with glass of similar appearance and of similar or better quality any glass forming part of the Property that becomes cracked or broken.

15.2 The Tenant shall not be liable to repair the Property under clause 15.1(a) to the extent that any disrepair has been caused by:

- (a) an Insured Risk unless and to the extent that:
 - (i) the policy of insurance of the Property has been vitiated or any insurance proceeds withheld in consequence of any act or omission of the Tenant or any Authorised Person; or
 - (ii) the insurance cover in relation to that disrepair is limited as referred to in paragraph 1.2 of Schedule 5.

16. Decoration

The Tenant must:

- (a) decorate the exterior and interior of the Property as often as is reasonably necessary and also in the last three months before the Termination Date;
- (b) carry out all decoration (including all appropriate preparatory work) in a good and proper manner using good quality materials that are appropriate to the Property and the Permitted Use; and
- (c) carry out:
 - (i) any decoration of the exterior of the Property required at any time during the Term (including in the last three months before the Termination Date); and
 - (ii) the decoration of the interior of the Property required in the last three months before the Termination Date;to the reasonable satisfaction of the Landlord and using materials, designs and colours approved by the Landlord (acting reasonably ~~and without delay~~).

17. Alterations

17.1 Except as permitted by this clause 17, the Tenant must not make any:

- (a) alteration or addition to the Property; or
- (b) opening in any boundary of the Property.

17.2 Any alterations permitted by this clause are subject to clause 17.4.

17.3 The Tenant may make internal non-structural alterations to the Property with the consent of the Landlord (such consent not to be unreasonably withheld or delayed).

17.4 The Tenant must not carry out any alteration to the Property which would, or may reasonably be expected to, have an adverse effect on the asset rating in any Energy Performance Certificate for the Property.

18. Signs

18.1 The Tenant must not:

- (a) except as permitted by clause 18.2, display any Signs inside the Property that are visible from the outside; or
- (b) without first obtaining the written approval of the Landlord and any necessary planning permission, attach any Signs to the exterior of the Property.

18.2 The Tenant may display such posters and advertisements at the Property of a design, size and number and in positions that are appropriate to the nature and location of the Property and to the Permitted Use.

- 18.3 The Tenant must allow the Landlord to fix to and keep at the Property:
- (a) during the 6 month period before the Termination Date, any re-letting board as the Landlord reasonably requires; and
 - (b) at any time during the Term, any sale board as the Landlord reasonably requires.

19. Window cleaning

The Tenant must, as often as reasonably necessary, clean the internal and external surfaces of any windows or other glass at the Property.

20. Returning the Property to the Landlord

20.1 The Tenant must return the Property to the Landlord on the Termination Date with vacant possession and in the repair and condition required by this lease.

20.2 Subject to clause 20.3, the Tenant must by the Termination Date:

- (a) remove:
 - (i) any tenant's fixtures from the Property;
 - (ii) any alterations to the Property undertaken by or for any tenant, undertenant or occupier during or in anticipation of this lease; and
 - (iii) any Signs erected by the Tenant at the Property; and
- (b) make good any damage caused to the Property by the removal of those items and alterations.

20.3 If the Landlord gives notice to the Tenant no later than two months before the Termination Date specifying which of the tenant's fixtures, alterations and other matters set out in clause 20.2(a)(i) and clause 20.2(a)(ii) shall not be removed pursuant to clause 20.2, the Tenant must not remove the specified tenant's fixtures, alterations or other matters pursuant to that clause.

20.4 On or before the Termination Date, the Tenant must remove from the Property all chattels belonging to or used by it.

20.5 The Tenant:

- (a) irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels or items fixed to the Property by the Tenant and left by the Tenant for more than ten working days after the Termination Date; and
- (b) must indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

The Landlord shall not be liable to the Tenant by reason of that storage or disposal.

21. Use

21.1 The Tenant must not use the Property for any purpose other than the Permitted Use.

21.2 The Tenant must not:

- (a) use the Property for any illegal purposes nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Landlord or any property that neighbours the Property;
- (b) use the Property as a betting shop or an amusement arcade or otherwise for the purposes of gaming or gambling provided that this shall not preclude the retention and use of two Gaming Machines at the Property;
- (c) hold any auction at the Property;
- (d) allow any noise, music, flashing lights, fumes or smells to emanate from the Property so as to cause a nuisance or annoyance to any property that neighbours the Property;
- (e) overload any part of the Property nor overload or block any Service Media at or serving the Property;
- (f) allow to pass into the Service Media at or serving the Property any noxious or deleterious effluent or other substance which may damage the Service Media, the Property or any other neighbouring property;
- (g) store, sell or display any offensive, dangerous, illegal, explosive or highly flammable items at the Property;
- (h) interfere with any Service Media at the Property;
- (i) keep any pets or any other animal, bird, fish, reptile or insect at the Property (except guide dogs or other animals used as aids provided they are not kept at the Property overnight or left unattended); or
- (j) allow any person to sleep at or reside on the Property.

22. Exercise of the Rights

The Tenant must exercise the Rights:

- (a) only in connection with the Tenant's use of the Property for the Permitted Use; and
- (b) in compliance with all laws relating to the Tenant's use of the Property, the Landlord's Neighbouring Property and any other neighbouring or adjoining property pursuant to the Rights.

23. Allow entry

23.1 Subject to clause 23.2, the Tenant must allow all those entitled to exercise any right to enter the Property to enter the Property:

- (a) except in the case of an emergency (when no notice shall be required), after having given reasonable notice (which need not be in writing) to the Tenant;
- (b) at any reasonable time (whether or not during usual business hours); and
- (c) with their workers, contractors, agents and professional advisers.

23.2 The Tenant must allow any person authorised by the terms of a Third Party Right to enter the Property in accordance with that Third Party Right.

24. Keyholders and emergency contact details

The Tenant must provide to the Landlord in writing the names, addresses, email addresses and telephone numbers of at least two people who each:

- (a) hold a full set of keys for the Property;
- (b) hold all the access codes for the Tenant's security systems (if any) at the Property; and
- (c) may be contacted in case of emergency at any time outside the Tenant's usual business hours.

25. Compliance with laws

25.1 The Tenant must comply with all laws relating to:

- (a) the Property and the occupation and use of the Property by the Tenant;
- (b) the use or operation of all Service Media and any other machinery and equipment at or serving the Property whether or not used or operated;
- (c) any works carried out at the Property; and
- (d) all materials kept at or disposed of from the Property.

25.2 Within five working days of receipt of any notice or other communication affecting the Property (and whether or not served pursuant to any law) the Tenant must:

- (a) send a copy of the relevant document to the Landlord; and
- (b) take all steps necessary to comply with the notice or other communication and [\(at the cost of the Landlord\)](#) take any other action in connection with it as the Landlord may [reasonably](#) require.

25.3 The Tenant must not:

- (a) apply for any planning permission for the Property without the Landlord's consent (such consent not to be unreasonably withheld ~~or delayed~~ where the application relates to works or a change of use permitted or required under this lease); or
- (b) implement any planning permission for the Property without the Landlord's consent (such consent not to be unreasonably withheld ~~or delayed~~).

- 25.4 Unless the Landlord otherwise notifies the Tenant, before the Termination Date the Tenant must carry out and complete any works stipulated to be carried out to the Property (whether before or after the Termination Date) as a condition of any planning permission for the Property that is implemented before the Termination Date by the Tenant, any undertenant or any other occupier of the Property.
- 25.5 The Tenant must:
- (a) comply with its obligations under the CDM Regulations;
 - (b) maintain the health and safety file for the Property in accordance with the CDM Regulations;
 - (c) give that health and safety file to the Landlord at the Termination Date;
 - (d) procure, and give to the Landlord at the Termination Date, irrevocable, non-exclusive, non-terminable, royalty-free licence(s) for the Landlord to copy and make full use of that health and safety file for any purpose relating to the Property. Those licence(s) must carry the right to grant sub-licences and be transferable to third parties without the consent of the grantor; and
 - (e) supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations.
- 25.6 As soon as the Tenant becomes aware of any defect in the Property, the Tenant must give the Landlord notice of it.
- 25.7 The Tenant must indemnify the Landlord against any liability under the Defective Premises Act 1972 in relation to the Property by reason of any failure of the Tenant to comply with any of the tenant covenants in this lease.
- 25.8 The Tenant must keep:
- (a) the Property equipped with all fire prevention, detection and fighting machinery and equipment and fire alarms which are required under all relevant laws or required by the insurers of the Property or recommended by them or reasonably required by the Landlord; and
 - (b) that machinery, equipment and alarms properly maintained and available for inspection.
- 25.9 In relation to the Necessary Licences, the Tenant will:
- (a) at all times during the Term procure that the Necessary Licences are in existence and in the name of the Tenant or its nominee;
 - (b) observe and perform all undertakings given to the Licensing Authorities in respect of the Property and the Necessary Licences and will observe any lawful conditions from time to time attached to the Necessary Licences by the Licensing Authorities;

- (c) where necessary obtain consent from the Licensing Authorities to any works to the Property;
- (d) not give any undertaking relating to the Property or any of the Necessary Licences without the prior consent of the Landlord ~~(such consent not to be unreasonably withheld or delayed)~~ and if asked to give any such undertaking immediately will give written notice of such request to the Landlord;
- (e) not without the prior consent of the Landlord ~~(such consent not to be unreasonably withheld or delayed)~~, apply to the Licensing Authorities for the insertion in any Necessary Licences of any conditions or apply for other licences or permits;
- (f) immediately upon receipt of the same serve notice on the Landlord of any notices (together with copies) which may have an effect on the Necessary Licences and will inform the Landlord of any complaints received by the Tenant in respect of the Property and the Permitted Use.

25.10 The Tenant shall procure that all persons named as licensees on the Necessary Licences comply with the Tenant's obligations in clause 25.9.

26. Energy Performance Certificates

26.1 The Tenant must:

- (a) co-operate with the Landlord so far as is reasonably necessary to allow the Landlord to obtain an Energy Performance Certificate and Recommendation Report for the Property including providing the Landlord with copies of any plans or other information held by the Tenant that would assist in obtaining an Energy Performance Certificate and Recommendation Report; and
- (b) allow such access to any Energy Assessor appointed by the Landlord as is reasonably necessary to inspect the Property for the purposes of preparing an Energy Performance Certificate and Recommendation Report for the Property.

26.2 The Tenant must not commission an Energy Performance Certificate for the Property unless required to do so by the EPC Regulations.

26.3 Where the Tenant is required by the EPC Regulations to commission an Energy Performance Certificate for the Property, the Tenant must at the request of the Landlord either:

- (a) commission an Energy Performance Certificate from an Energy Assessor approved by the Landlord; or
- (b) pay the ~~reasonable and proper~~ costs of the Landlord of commissioning an Energy Performance Certificate for the Property.

26.4 The Tenant must deliver to the Landlord a copy of any Energy Performance Certificate and Recommendation Report for the Property that is obtained or commissioned by the Tenant or any other occupier of the Property.

27. Third Party Rights

The Tenant must:

- (a) comply with the obligations on the Landlord relating to the Third Party Rights to the extent that those obligations relate to the Property and are subsisting and capable of taking effect; and
- (b) not do anything that may interfere with any Third Party Right.

28. Registration of this lease

28.1 The Tenant must:

- (a) apply to register this lease at HM Land Registry promptly and in any event within one month following the grant of this lease;
- (b) ensure that any requisitions raised by HM Land Registry in connection with its application to register this lease at HM Land Registry are responded to promptly and properly; and
- (c) send the Landlord official copies of its title within one month of completion of the registration.

28.2 The Tenant must not:

- (a) apply to HM Land Registry to designate this lease as an exempt information document for the purposes of the Land Registration Rules 2003;
- (b) object to an application by the Landlord to HM Land Registry to designate this lease as such an exempt information document; or
- (c) apply for an official copy of any exempt information document version of this lease.

29. Closure of registered title and removal of entries in relation to this lease and easements granted by this lease

29.1 The Tenant must make an application to HM Land Registry to close the registered title of this lease and remove from the Landlord's title any entries relating to this lease and any easements granted by this lease promptly (and in any event within one month) following the Termination Date.

29.2 The Tenant must:

- (a) ensure that any requisitions raised by HM Land Registry in connection with its application to HM Land Registry pursuant to clause 29.1 are responded to promptly and properly; and
- (b) keep the Landlord informed of the progress and completion of that application.

30. Encroachments and preservation of rights

- 30.1 The Tenant must not permit any encroachment over the Property or permit any easements or other rights to be acquired over the Property.
- 30.2 If any encroachment over the Property is made or attempted or any action is taken by which an easement or other right may be acquired over the Property, the Tenant must:
- (a) immediately inform the Landlord and give the Landlord notice of that encroachment or action; and
 - (b) at the request and cost of the Landlord, adopt such measures as may be reasonably required or deemed proper for preventing any such encroachment or the acquisition of any such easement or other right.
- 30.3 The Tenant must preserve all rights of light and other easements enjoyed by the Property.
- 30.4 The Tenant must not prejudice the acquisition of any right of light or other easement for the benefit of the Property by obstructing any window or opening or giving any acknowledgement that the right is enjoyed with the consent of any third party or by any other act or default of the Tenant.
- 30.5 If any person takes or threatens to take any action to obstruct or interfere with any easement or other right enjoyed by the Property or any such easement in the course of acquisition, the Tenant must:
- (a) immediately inform the Landlord and give the Landlord notice of that action; and
 - (b) at the request and cost of the Landlord, adopt such measures as may be reasonably required or deemed proper for preventing or securing the removal of the obstruction or the interference.

31. Indemnity

The Tenant must keep the Landlord indemnified against all liabilities, expenses, costs (including, but not limited to, any solicitors' or other professionals' costs and expenses), claims, damages and losses (including, but not limited to, any diminution in the value of the Landlord's interest in the Property and loss of amenity of the Property) suffered or incurred by the Landlord arising out of or in connection with:

- (a) any breach of any tenant covenants in this lease;
- (b) any use or occupation of the Property or the carrying out of any works permitted or required to be carried out under this lease; or
- (c) any act or omission of the Tenant or any Authorised Person.

32. Landlord covenants

The Landlord covenants with the Tenant to observe and perform the landlord covenants of this lease during the Term.

33. Quiet enjoyment

The Landlord covenants with the Tenant that the Tenant shall have quiet enjoyment of the Property without any interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this lease.

34. Exercise of right of entry

In exercising any right of entry on to the Property pursuant to paragraph 1.2 of Schedule 3, the Landlord must:

- (a) except in case of emergency, give reasonable notice of its intention to exercise that right to the Tenant;
- (b) where reasonably required by the Tenant, exercise that right only if accompanied by a representative of the Tenant;
- (c) cause as little damage as possible to the Property and to any property belonging to or used by the Tenant;
- (d) cause as little inconvenience as reasonably possible to the Tenant; and
- (e) promptly make good any physical damage caused to the Property by reason of the Landlord exercising that right.

35. Scaffolding

In relation to any scaffolding erected pursuant to paragraph 1.5 of Schedule 3, the Landlord must:

- (a) ensure that the scaffolding causes the least amount of obstruction to the entrance to the Property as is reasonably practicable;
- (b) remove the scaffolding as soon as reasonably practicable;
- (c) following removal of the scaffolding, make good any damage to the exterior of the Property caused by the scaffolding; and
- (d) if the scaffolding obstructs any of the Tenant's Signs erected at the Property, allow the Tenant to display on the exterior of the scaffolding a reasonable number of signs of sizes and designs and in locations approved by the Landlord (such approval not to be unreasonably withheld or delayed).

36. Re-entry and forfeiture

36.1 The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any of the following occurs:

- (a) the whole or any part of the Rents is unpaid 21 days after becoming payable ([in the case of the Annual Rent](#), whether it has been formally demanded or not);
- (b) any breach of any condition of, or tenant covenant in, this lease; or
- (c) an Insolvency Event.

36.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause, this lease shall immediately end but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant by the Tenant or any guarantor.

37. Section 62 of the LPA 1925, implied rights and existing appurtenant rights

37.1 The grant of this lease does not create by implication any easements or other rights for the benefit of the Property or the Tenant and the operation of section 62 of the LPA 1925 is excluded.

37.2 The Property is let without the benefit of any existing easements or other rights which are appurtenant to title number GR293247

38. Exclusion of sections 24 to 28 of the LTA 1954

38.1 The parties:

- (a) confirm that:
 - (i) the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy created by this lease, before this lease was entered into;
 - (ii) [] who was duly authorised by the Tenant to do so made a statutory declaration dated [DATE] in accordance with the requirements of section 38A(3)(b) of the LTA 1954; and
 - (iii) there is no agreement for lease to which this lease gives effect; and
- (b) agree that the provisions of sections 24 to 28 of the LTA 1954 are excluded in relation to the tenancy created by this lease.

39. Compensation on vacating

Any right of the Tenant (or anyone deriving title under the Tenant) to claim compensation from the Landlord on leaving the Property under the LTA 1954 is excluded (except to the extent that the legislation prevents that right being excluded).

40. No restriction on Landlord's use

Nothing in this lease shall impose or be deemed to impose any restriction on the use by the Landlord of the Landlord's Neighbouring Property or any other neighbouring or adjoining property.

41. Limitation of liability

The Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this lease unless the Landlord knows it has failed to perform the covenant (or reasonably should know this) and has not remedied that failure within a reasonable time.

42. Mutual option to break

42.1 The Landlord may terminate this lease on the Landlord's Break Date by serving a Landlord's Break Notice on the Tenant at least 3 months before the Landlord's Break Date.

42.2 The Tenant may terminate this lease on a Tenant's Break Date by serving a Tenant's Break Notice on the Landlord at any time during the Term.

42.3 A Tenant's Break Notice ~~serviced by the Tenant~~ shall be of no effect if at the Tenant's Break Date (as stated in the Tenant's Break Notice):

- (a) the Tenant has not paid by way of cleared funds any part of the Annual Rent ~~and Insurance Rent~~ (plus any VAT) which was due to have been paid on or before the Tenant's Break Date; or
- (b) the Tenant has not ~~given up occupation of the whole of~~ vacated the Property and returned the Property to the Landlord free from any occupier or third party right to occupation or possession.

42.4 Subject to clause 42.3, following service of a Break Notice this lease shall terminate on the relevant Break Date.

42.5 Termination of this lease on a Break Date shall not affect any other right or remedy that either party may have in relation to any earlier breach of this lease.

42.6 If this lease terminates in accordance with clause 42.4, then, within twenty working days of the relevant Break Date, the Landlord must refund to the Tenant the proportion (calculated on a daily basis) of any Annual Rent (and any VAT ~~paid~~ in respect of it) paid in advance by the Tenant for the period from but excluding the relevant Break Date up to but excluding the next Rent Payment Date.

43. Breach of repair and maintenance obligation

- 43.1 The Landlord may enter the Property to inspect its condition and state of repair and give the Tenant a notice of any breach of any of the tenant covenants in this lease relating to the condition or repair of the Property.
- 43.2 Following the service of a notice pursuant to clause 43.1, the Landlord may enter the Property and carry out the required works if the Tenant:
- (a) has not begun any works required to remedy any breach specified in that notice within two months of the notice or, if works are required as a matter of emergency, immediately; or
 - (b) is not carrying out the required works with all due speed.
- 43.3 The costs ~~properly~~ incurred by the Landlord in carrying out any works pursuant to clause 43.2 (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand.
- 43.4 Any action taken by the Landlord pursuant to this clause 43 shall be without prejudice to the Landlord's other rights (including those under clause 34).

44. Notices

- 44.1 Except where this lease specifically states that a notice need not be in writing, any notice given under or in connection with this lease shall be in writing and given:
- (a) by hand:
 - (i) if the party is a company incorporated in the United Kingdom, at that party's registered office address; or
 - (ii) if the relevant party is the Tenant, at the Property; or
 - (iii) in any other case, at that party's last known place of abode or business in the United Kingdom; or
 - (b) by pre-paid first-class post or other next working day delivery service:
 - (i) if the party is a company incorporated in the United Kingdom, at that party's registered office address; or
 - (ii) if the relevant party is the Tenant, at the Property; or
 - (iii) in any other case, at that party's last known place of abode or business in the United Kingdom.
- 44.2 If a notice complies with the criteria in clause 44.1, whether or not this lease requires that notice to be in writing, it shall be deemed to have been received if:
- (a) delivered by hand, at the time the notice is left at the proper address; or
 - (b) sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting.

44.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

45. Consents and approvals

45.1 Where the consent of the Landlord is required under this lease, a consent shall only be valid if it is given by deed unless:

- (a) it is given in writing and signed by the Landlord or a person duly authorised on its behalf; and
- (b) it expressly states that the Landlord waives the requirement for a deed in that particular case.

45.2 If a waiver is given pursuant to clause 45.1, it shall not affect the requirement for a deed for any other consent.

45.3 Where the approval of the Landlord is required under this lease, an approval shall only be valid if it is in writing and signed by or on behalf of the Landlord unless:

- (a) the approval is being given in a case of emergency; or
- (b) this lease expressly states that the approval need not be in writing.

45.4 If the Landlord gives a consent or approval under this lease, the giving of that consent or approval shall not:

- (a) imply that any consent or approval required from a third party has been obtained; or
- (b) obviate the need to obtain any consent or approval from a third party.

45.5 Where the Tenant requires the consent or approval of any mortgagee to any act or omission under this lease, then (subject to clause 1.12) at the cost of the Tenant the Landlord must use reasonable endeavours to obtain that consent or approval.

45.6 Where:

- (a) the consent of a mortgagee is required under this lease, a consent shall only be valid if it would be valid as a consent given under the terms of the mortgage; or
- (b) the approval of a mortgagee is required under this lease, an approval shall only be valid if it would be valid as an approval given under the terms of the mortgage.

46. VAT

46.1 All sums payable by either party under or in connection with this lease are exclusive of any VAT that may be chargeable.

46.2 A party to this lease must pay VAT in respect of all taxable supplies made to that party in connection with this lease on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.

46.3 Every obligation on either party, under or in connection with this lease, to pay any sum by way of a refund or indemnity, includes an obligation to pay an amount equal to any VAT incurred on that sum by the receiving party (except to the extent that the receiving party obtains credit for such VAT).

47. Joint and several liability

Where a party comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of that party arising under this lease. The party to whom those obligations and liabilities are owed may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

48. Limitation of the liability of the Trustees

Any liability of the Trustees arising out of this lease or matters connected with it shall be limited to the value of the assets of Magpies Social Club from time to time

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48.49. Entire agreement

48.449.1 This lease constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.

48.249.2 Each party acknowledges that in entering into this lease it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently).

48.349.3 Nothing in this lease constitutes or shall constitute a representation or warranty that the Property may lawfully be used for any purpose allowed by this lease.

48.449.4 Nothing in this clause shall limit or exclude any liability for fraud.

49.50. Contracts (Rights of Third Parties) Act 1999

This lease does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this lease.

50.51. Governing Law

This lease and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

51-52. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this lease or its subject matter or formation.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1 Property

The land and building known as Magpies Social Club and shown edged red on the Property Plan.

Schedule 2 Rights

1. In common with the Landlord and any other person authorised by the Landlord, the Landlord grants to the Tenant the following easements (for the benefit of the Property) and the following other rights:

1.1 A right of way with or without vehicles over and along the access road shown tinted brown ~~and marked between points A and B~~ on the Property Plan ~~(and the Landlord shall not cause or permit the condition of such access road to deteriorate to such extent as to prevent or materially restrict its use by the Tenant in accordance with this right of way):~~

~~4.11.2~~ The right to use and connect into Service Media at the Landlord's Neighbouring Property which are in existence at the date of this lease.

Schedule 3 Reservations

1. Subject to paragraph 2 and paragraph 3 of this Schedule, the Landlord excepts and reserves from this lease the following easements (for the benefit of the Landlord's Neighbouring Property) and the following other rights:
 - 1.1 Rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the Term.
 - 1.2 Subject to the Landlord complying with clause 34, the right to enter the Property for any purpose mentioned in or connected with:
 - (a) this lease;
 - (b) the Reservations; or
 - (c) the Landlord's interest in the Property or the Landlord's Neighbouring Property.
 - 1.3 The right to:
 - (a) use and connect into Service Media at the Property which are in existence at the date of this lease or which are installed or constructed during the Term; and
 - (b) install and construct Service Media at the Property to serve the Landlord's Neighbouring Property; and
 - (c) re-route and replace any Service Media referred to in this paragraph.
 - 1.4 At any time during the Term, the full and free right to build, rebuild, alter or develop the Landlord's Neighbouring Property as the Landlord may think fit.
 - 1.5 Subject to the Landlord complying with clause 35, the right to erect scaffolding at the Property and attach it to any part of the Property in connection with any of the Reservations.
2. The Reservations:
 - 2.1 Are excepted and reserved notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them result in a reduction in the flow of light or air to the Property or loss of amenity for the Property provided that they do not materially adversely affect the use and enjoyment of the Property for the Permitted Use.
 - 2.2 May be exercised by:
 - (a) the Landlord;
 - (b) anyone else who is or becomes entitled to exercise them; and
 - (c) anyone authorised by the Landlord.

3. No party exercising any of the Reservations, nor its workers, contractors, agents and professional advisers, shall be liable to the Tenant or to any undertenant or other occupier of or person at the Property for any loss, damage, injury, nuisance or inconvenience arising by reason of its exercising any of the Reservations except for:
 - 3.1 Physical damage to the Property.
 - 3.2 Any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.

Schedule 4 Third Party Rights

1. All easements and other rights, covenants and restrictions affecting the Property and any land over which the Rights are granted including those set out or referred to in the register entries of title number GR293247 as at the date of this lease.

Schedule 5 Insurance

1. Tenant's obligation to insure

- 1.1 The Tenant must insure (and keep insured) the Property with reputable insurers on normal market terms against loss or damage caused by any of the Insured Risks for the Reinstatement Cost in the joint names of the Landlord and the Tenant.
- 1.2 The Tenant's obligation to insure is subject to any limitations, excesses and conditions that may be imposed by the insurers.

2. Tenant to provide insurance details

- 2.1 In relation to any insurance effected by the Tenant under this Schedule 5, the Tenant must:
- (a) at the request of the Landlord supply the Landlord with:
 - (i) full details of the current insurance policy;
 - (ii) a copy of the application form for the policy;
 - (iii) evidence of payment of the current year's premium;
 - (b) procure that the Landlord is informed of any change in the scope, level or terms of cover within five working days of the Tenant or its agents becoming aware of the change; and
 - (c) if requested by the Landlord in writing, use all reasonable endeavours to procure that the interest of the Landlord's mortgagee is noted on the insurance policy, either by way of a general noting of mortgagees' interests under the conditions of the insurance policy, or (if the Landlord has provided the Tenant with written details of its mortgagee) specifically.

3. Tenant's obligations

- 3.1 The Tenant must:
- (a) immediately inform the Landlord and the insurer if any matter occurs in relation to the Tenant or the Property that any insurer or underwriter may treat as material in deciding whether or on what terms to insure or to continue to insure the Property;
 - (b) not do or omit to do anything as a result of which:
 - (i) any insurance policy for the Property may become void or voidable or otherwise prejudiced;
 - (ii) the payment of any policy money may be withheld; or
 - (iii) any increased or additional insurance premium may become payable (unless the Tenant has previously notified the Landlord and has paid ~~to the insurer~~ any increased or additional premium (including any IPT due on that amount));

- (c) comply at all times with the requirements and recommendations of the insurers relating to the Property;
- (d) give the Landlord and the insurer immediate notice of the occurrence of:
 - (i) any damage or loss relating to the Property arising from an Insured Risk; or
 - (ii) any other event that might affect any insurance policy relating to the Property; ~~and~~
- ~~(e) pay the Landlord an amount equal to any insurance money that the insurers of the Property refuse to pay in relation to the Property by reason of any act or omission of the Tenant or any Authorised Person; and~~
- (e) pay the Landlord an amount equal to any insurance money that the insurers of the Property refuse to pay in relation to the Property by reason of any act or omission of the Tenant or any Authorised person; and
- (f) insure (and keep insured) against public liability of the Tenant in relation to the Property in such amount as the Landlord shall reasonably consider appropriate and, at the request of the Landlord, supply the Landlord with:
 - (i) full details of that insurance policy; and
 - (ii) evidence of payment of the current year's premiums.

4. Rent suspension

4.1 Subject to paragraph 4.2 of this Schedule, if any Property Damage by an Insured Risk occurs, payment of the Annual Rent (or a fair proportion of it according to the nature and extent of that Property Damage) shall be suspended until the earlier of:

- (a) the date on which the Property has been reinstated so that it is fully accessible and fit for occupation and use; and
- (b) the date which is three years from and including the date on which that Property Damage occurred.

4.2 The Annual Rent shall not be suspended under paragraph 4.1 of this Schedule if the Property Damage is caused by:

~~(a) an Insured Risk and: the policy of insurance in relation to the Property has been vitiated in whole or in part as a result of any act or omission of the Tenant or any Authorised Person; and and~~

(i) the policy of insurance in relation to the Property has been vitiated in whole or in part as a result of any act or omission of the Tenant or any Authorised Person; and

(ii) the Tenant has not complied with paragraph 1.1(a) of this Schedule.

~~(a)~~

~~(i) the Tenant has not complied with paragraph 3.1(e) of this Schedule.~~

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5. Tenant's obligation to reinstate following damage or destruction by an Insured Risk

5.1 Following any damage to or destruction of the Property by an Insured Risk, the Tenant must:

- (a) use reasonable endeavours to obtain all necessary planning and other consents to enable the Tenant to reinstate the Property; and
- (b) reinstate the Property except that the Tenant shall not be obliged to:
 - (i) reinstate unless all necessary planning and other consents are obtained;
 - (ii) provide accommodation or facilities identical in layout or design so long as accommodation reasonably equivalent to that previously at the Property is provided; or
 - (iii) reinstate after a notice to terminate has been served pursuant to this Schedule 5.

5.2 If the Tenant is obliged to reinstate the Property pursuant to paragraph 5.1(b) of this Schedule, the Tenant must:

- (a) use all insurance money received for the purposes of that reinstatement; and
- (b) make up any shortfall out of its own funds.

6. Termination if reinstatement impossible or impractical following Property Damage by an Insured Risk

6.1 Following Property Damage by an Insured Risk, if the Landlord (acting reasonably) considers that it is impossible or impractical to reinstate the Property, the Landlord may terminate this lease by giving notice to the Tenant within six months from and including the date on which that Property Damage occurred.

7. Termination if reinstatement not complete by expiry of rent suspension

7.1 If Property Damage by an Insured Risk occurs and the Property has not been reinstated so as to make it [fully-accessible and](#) fit for occupation and use by the date which is three years after the date on which that Property Damage occurred, either party may at any time thereafter terminate this lease by giving notice to the other provided that:

- (a) such notice is served before the Property has been reinstated so as to make it [fully-accessible and](#) fit for occupation and use; and
- (b) where the Tenant serves the notice, the failure to reinstate so that the Property is [fully-accessible and](#) fit for occupation and use is not caused by a breach of the Tenant's obligations under clause 15 or this Schedule 5.

8. Consequences of termination

8.1 If either party gives a notice to terminate this lease in accordance with this Schedule 5:

- (a) this lease shall terminate with immediate effect from the date of the notice;
- (b) none of the parties shall have any further rights or obligations under this lease except for the rights of any party in respect of any earlier breach of this lease; and
- (c) any proceeds of the insurance for the Property shall belong to the Landlord.

The Common Seal of STONEHOUSE TOWN COUNCIL
was hereunto affixed in the presence of:

.....

Chairman

.....

Clerk to the Council

Signed as a deed by

██████████

in the presence of:

.....

SIGNATURE OF WITNESS

Witness name

Witness address

Witness occupation

Signed as a deed by

██████████

in the presence of:

.....

SIGNATURE OF WITNESS

Witness name

Witness address

Witness occupation

Signed as a deed by

████████████████████

in the presence of:

.....

SIGNATURE OF WITNESS

Witness name

Witness address

Witness occupation

Signed as a deed by

████████████████████

in the presence of:

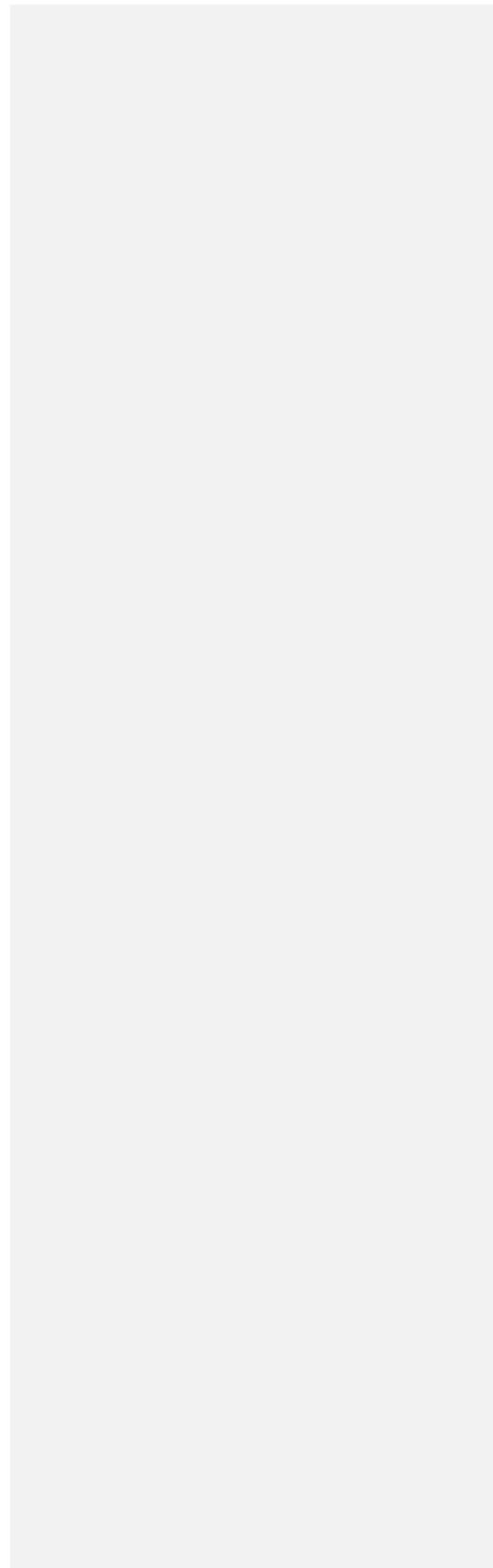
.....

SIGNATURE OF WITNESS

Witness name

Witness address

Witness occupation



ANNEX A Property Plan

Stonehouse Town Council, Climate WG, Thursday 12th February 2026

Minutes

Present: Carol Trim, Simon MacGregor, Carol Kambites, Carlos Novoth

1. Apologies: Stephen Hunter
2. Minutes of last meeting: approved
3. Publication of generation meter readings:

David to ask Jacqui to publicise

4. Air pollution monitoring:

Carol to enquire how SDC monitor air pollution

5. Cycle parking:

We have 6 racks to be installed as follows:

2 by the pod

Carol 2 outside chip shop by car park

Carol to ask Marcus if SpICE would like 2 on Ship Inn site

6. Heat guns:

Simon had found details of stand-alone device for around £320. To be put on Business Committee agenda to purchase initially for use by town council on its own buildings and for loan to other charities/community buildings in Stonehouse. Then to be loaned to residents on payment of a deposit. Simon to prepare paper for business committee.

7. Joint meeting with Oldends WG re pavilion

Gary and [REDACTED] have visited the pavilion. Paul recommends first stage should be to obtain more accurate information as to how and when electricity is being used. This requires purchase of equipment to clip onto cables and/or the installation of meters in the pavilion and workshop. To be considered at business committee.

Carol to contact John Callinan and organise joint meeting, maybe also including recreation WG.

8. Community Centre energy usage/solar panels

Application can be considered at Business Committee without being resubmitted. But Carol to ask Keith Terry to provide more background information.

9. Council's carbon footprint

Deferred until we have more information

10. Updating Action Plan

To be first item on agenda for next meeting

11. Date for next meeting

Thursday 5th March 10am