

DATED

20 DECEMBER

2013

MELBOURN PARISH COUNCIL

(1)

MELBOURN COMMUNITY HUB  
MANAGEMENT GROUP

(2)

Term: 35 YEARS  
Commencement Date:

Lease of Melbourn Community Hub, 30 High Street,  
Melbourn

**Birketts**

Birketts LLP  
Thirty Station Road  
Cambridge  
CB1 2RE

T: +44 (0)1223 326600  
F: +44 (0)1223 326629  
DX: 131969 Cambridge 6  
Email@birketts.co.uk

www.birketts.co.uk

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**Birketts LLP**  
BIRKETTS LLP  
22 STATION ROAD  
CAMBRIDGE CB1 2JD

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Offices also in : Chelmsford, Ipswich and Norwich

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<b>LR1. Date of lease</b>	<b>LR2.1 Landlord's title number(s)</b>
<b>LR2. Title number(s)</b>	<b>LR2.2 Other title numbers</b> Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made.
<b>LR3. Parties to this lease</b>	<b>Landlord</b> <b>MELBOURN PARISH COUNCIL</b>  <b>Tenant</b> <b>MELBOURN COMMUNITY HUB MANAGEMENT GROUP</b> Co. reg. no. 8320569  <b>Other parties</b>
<b>LR4. Property</b>	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 clause 1 definition of "Premises"
<b>LR5. Prescribed statements etc.</b>	<b>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.</b> The Property will as a result of this lease be held by Melbourn Community Hub Management Group (a registered charity) and the charity is not an exempt charity and the restrictions on disposition imposed by sections 117-121 of the Charities Act 2011 will apply to the Property subject to section 117(3)  <b>LR5.2 This lease is made under, or by reference to, provisions of:</b>
<b>LR6. Term for which the Property is leased</b>	Thirty five years from and including 20 DECEMBER 2013  To and including 19 DECEMBER 2048
<b>LR7. Premium</b>	None

<b>LR8. Prohibitions or restrictions on disposing of this lease</b>	<i>This lease contains a provision that prohibits or restricts dispositions.</i>
<b>LR9. Rights of acquisition etc.</b>	<p><b>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</b></p> <p>See clause 11</p> <p><b>LR9.2 Tenant's covenant to (or offer to) surrender this lease</b></p> <p>None</p> <p><b>LR9.3 Landlord's contractual rights to acquire this lease</b></p> <p>None</p>
<b>LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property</b>	
<b>LR11. Easements</b>	<p><b>LR11.1 Easements granted by this lease for the benefit of the Property</b></p> <p>None</p> <p><b>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</b></p> <p>See Part 1 of Schedule 1</p>
<b>LR12. Estate rentcharge burdening the Property</b>	None
<b>LR13. Application for standard form of restriction</b>	No disposition by the proprietor of the registered estate to which sections 117 or 124 of the Charities Act 2011 applies is to be registered unless the instrument contains a certificate complying with section 122(3) or section 125(2) of that Act as appropriate
<b>LR14. Declaration of trust where there is more than one person comprising the Tenant</b>	

THIS LEASE is made on 20 DECEMBER 2013.

**BETWEEN**

- (1) **MELBOURN PARISH COUNCIL** of the Parish Office, Melbourn Village College, The Moor, Melbourn, Cambridgeshire, SG8 6EF (the **Landlord**)
- (2) **MELBOURN COMMUNITY HUB MANAGEMENT GROUP** (registered number 08320569) whose registered office is at The Parish Office, Melbourn Village College, The Moor, Melbourn, Cambridgeshire, SG8 6EF (the **Tenant**)

**OPERATIVE PROVISIONS**

**1. DEFINITIONS AND INTERPRETATION**

1.1 In this Lease, the following words and expressions have the following meanings:

<b>Basic Rent</b>	a peppercorn (if demanded);
<b>Break Date</b>	a date which is at least three months after service of the Break Notice;
<b>Break Notice</b>	written notice to terminate this Lease specifying the Break Date;
<b>Completion Date</b>	The date determined in accordance with clause 11.8;
<b>Conduits</b>	sewers, drains, pipes, wires, cables, ducts, gutters, fibres and any other medium for the passage or transmission of soil, water, gas, electricity, air, smoke, light, information or other services to or from the Premises and includes the heating plumbing and electrical systems and (where relevant) any ancillary equipment and structures;
<b>Environmental Law</b>	all statutes, regulations and subordinate legislation, European laws, treaties and common law which at any time relate to the pollution or protection of the environment or harm to or the protection of human health and safety or the health of animals and plants;
<b>EPB Regulations</b>	the Energy Performance of Buildings (Certificates and Inspections) (England and Wales)

	Regulations 2007;
<b>EPC</b>	an Energy Performance Certificate and Recommendation Report (as defined in the EPB Regulations);
<b>Exterior</b>	all parts of the Premises other than the Interior;
<b>Group Company</b>	includes any company of which the Tenant is a subsidiary or which has the same holding company as the Tenant where "subsidiary" and "holding company" have the meanings given to them by section 1159 Companies Act 2006;
<b>Hazardous Material</b>	any substance, whether in solid, liquid or gaseous form, which is capable of causing harm to human health or to the environment whether on its own or in combination with any other substance;
<b>Hub Licences</b>	<p>the licence of part of the Premises that</p> <ul style="list-style-type: none"> <li>(a) provides that the duration of the licence does not exceed the Term;</li> <li>(b) contains the same restrictions as to use of the Premises and the covenants on the part of the Tenant herein contained so far as they are applicable to the part in question; and</li> <li>(c) does not create a tenancy;</li> </ul>
<b>Insured Damage</b>	damage to or destruction of the whole or any part of the Premises by any of the Insured Risks in respect of which the Landlord is entitled to receive payment under the insurance policy or policies maintained under <b>Schedule 2</b> or would be so entitled but for any default by the Landlord under this Lease;
<b>Insured Risks</b>	fire, lightning, explosion, earthquake, landslip, subsidence, riot, civil commotion, aircraft, aerial devices, storm, flood, water, theft, impact by vehicles, malicious damage and any other risks

### Interest Rate

reasonably required by the Landlord;

the base lending rate from time to time of Bank of Scotland PLC or such other clearing bank nominated by the Landlord at any time or, if the clearing banks cease at any time to publish a base lending rate, such comparable rate of interest as the Landlord may reasonably determine;

### Interior

means the internal parts of the Premises including:

1. the inner surface of and the paint and other decorative finishes applied to the interior of the external walls and any internal load-bearing walls of the Premises and the stanchions but not any other part of such walls
2. the floor finishes including such finishes but does not extend to anything below them
3. the paint and other decorative finishes applied to the underside of the portal frame or roof of the Premises but no other part of the roof of the Premises and no air space above the Premises
4. the inside faces of the windows and the window frames and of external doors and doorframes, the whole of internal doors and doorframes, all glass
5. the interior of all additions and improvements to the Premises;

### Landlord's Conveyancer

Birketts LLP of Thirty Station Road, Cambridge, CB1 2RE (Ref: JAG/NEJB/168588.3) or any other conveyancer whose details may be notified in writing from time to time by the Landlord to the Tenant;

<b>New Lease</b>	The lease of the Premises (the terms of which are set out in <b>clause 11</b> ) to be granted upon the exercise of the Option;
<b>Option</b>	the option granted by the Landlord to the Tenant by <b>clause 10</b> ;
<b>Option Notice</b>	written notice exercising the Option in accordance with the terms of this clause;
<b>Option Period</b>	the first 34 years of the Term;
<b>Outgoings</b>	all rates, taxes, charges, duties, assessments, impositions and outgoings of any nature which are at any time during the Term payable either by the owner or occupier of the Premises, and includes charges for electricity, gas, water, sewerage, telecommunications and other services rendered to, or consumed by its relevant property, but excludes tax payable by the Landlord on the receipt of the Basic Rent, or on any dealings with its reversion to this Lease;
<b>Permitted Use</b>	the use of the Premises as a community hub pursuant to the Position Paper;
<b>Position Paper</b>	the paper attached at <b>Annexure 1</b> ;
<b>Premises</b>	the property known as Melbourn Community Hub, 30 High Street, Melbourn being the whole of the property shown edged red on the plan annexed hereto;
<b>Rent Payment Dates</b>	on demand;
<b>Tenant's Conveyancer</b>	Birketts LLP of 20-24 Museum Street, Ipswich, Suffolk, IP1 1HZ (ref: JSH) or any other conveyancer whose details may be notified in writing from time to time by the Tenant to the Landlord;
<b>Term</b>	the term granted by this Lease as stated in LR6 and any continuation of it;

<b>Title Matters</b>	the matters set out in <b>Part 2 of Schedule 1</b> ;
<b>VAT</b>	value added tax chargeable under the Value Added Tax Act 1994 or any similar replacement or additional tax;
<b>Waste</b>	any discarded, unwanted or surplus substance irrespective of whether it is capable of being recycled or recovered or has any value;

**1.2 In this Lease:**

- 1.2.1 unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Lease;
- 1.2.2 references to any statute or other legislation include references to any subsequent statute or legislation directly or indirectly amending, consolidating, extending, replacing or re-enacting that statute or legislation and to all orders, by-laws, directions and notices made or served under them;
- 1.2.3 references to the Landlord and the Tenant include their respective successors in title and, in the case of individuals, include their personal representatives;
- 1.2.4 references to the Premises include any part of them unless specific reference is made to the whole of them;
- 1.2.5 references to the Tenant include, and the Tenant's covenants bind, any undertenant or other person in occupation of the Premises or deriving title under the Landlord, their successors in title, and any other person under the Tenant's or their control including employees, agents, workmen and invitees;
- 1.2.6 references to the consent or approval of the Landlord mean consent or approval in writing under the terms of this Lease and include references to the consent or approval of any mortgagee or superior landlord of the landlord but without implying any obligation on their part that they will not unreasonably withhold their consent or approval;
- 1.2.7 any covenant by the Tenant not to do any act or thing includes a covenant not willingly to permit or allow the doing of that act or thing;

1.2.8 where two or more people form a party to this Lease, the obligations they undertake may be enforced against them all jointly or against each of them individually; and

1.2.9 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Lease is to be unaffected.

## **2. DEMISE AND RENT**

2.1 The Landlord lets the Premises to the Tenant, except and reserving to the Landlord the rights set in **Schedule 1 Part 2**, and subject to the Title Matters to hold them to the Tenant for the Term paying by way of Rents:

2.1.1 the Basic Rent if demanded

2.1.2 any other sums which may become due from the Tenant to the Landlord under the provisions of this Lease.

## **3. TENANT'S COVENANTS**

The Tenant covenants with the Landlord to observe and perform the covenants set out in **Schedule 3** and those on its part contained in **Schedule 2**.

## **4. LANDLORD'S COVENANTS**

The Landlord covenants with the Tenant (but not so as to be liable after the Landlord has disposed of its reversionary interest in the Premises) to observe and perform the covenants set out in **Schedule 4** and those on its part contained in **Schedule 2**.

## **5. FORFEITURE**

The Landlord may subject to it having given the Tenant not less than three months' written notice of its intention to do so enter onto the whole or any part of the Premises and by so doing end this Lease if:

5.1 Any money due under this Lease remain unpaid more than fourteen days after the due date for payment, whether or not formally demanded;

5.2 The Tenant breaches any of its obligations in this Lease;

5.3 The Tenant is unable to pay its debts within the meaning of the Insolvency Act 1986, goes into liquidation or bankruptcy, has an administrator, receiver or administrative receiver appointed over the whole or any part of its assets, enters into any scheme of arrangement with its creditors in satisfaction or composition of its debt due under

the Insolvency Act 1986 or a winding-up order is made under Part IV of the Insolvency Act 1986, unless for the purpose of a solvent amalgamation or reconstruction of the company; or

- 5.4 This Lease is disclaimed by the Crown or by a liquidator or trustee in bankruptcy of the Tenant.

6. **MISCELLANEOUS**

- 6.1 Subject to the provisions of any legislation which prevents or restricts such an agreement, the Tenant is not entitled to any compensation under statute or otherwise at the end of the Term.

- 6.2 Except to the extent that the Landlord may be liable under its covenants in **Schedules 2 or 4** or by law, notwithstanding any agreement to the contrary, the Landlord shall not be liable in any way to the Tenant or any undertenant, servant, agent, licensee or invitee of the Tenant or any undertenant by reason of:-

6.2.1 any act, neglect, default or omission of any of the tenants, owners or occupiers of any adjoining or neighbouring property, or of any representative or employee of the Landlord (unless acting within the scope of the express authority of the Landlord);

6.2.2 the defective working, stoppage, breakage of or leakage or overflow from any Conduit or any of the plant at the Premises; or

6.2.3 the obstruction by others of the areas over which rights are granted by this Lease.

- 6.3 Nothing in this Lease shall imply or warrant that the Premises may lawfully be used for the Permitted Use, and the Tenant acknowledges and admits that no such representation or warranty has been made by, or on behalf of, the Landlord.

- 6.4 The Landlord shall not incur any liability to the Tenant or any undertenant or any predecessor in title of either of them by reason of any approval given to or inspection made of any drawings, plans, specifications or works prepared or carried out by or on behalf of any such party, nor shall any such approval or inspection in any way relieve the Tenant from its obligations under this Lease.

- 6.5 The Tenant shall not be or become entitled to any easement, right, quasi easement or quasi right save as expressly set out (if at all) in this Lease.

- 6.6 This Lease does not pass to the Tenant the benefit of or the right to enforce any covenants which now benefit or which may in the future benefit the reversion to this

Lease, and the Landlord shall be entitled, in its sole discretion, to waive, vary or release any such covenants.

6.7 Any notice, communication, demand or consent required or authorised to be given by this Lease shall be in writing and:-

6.7.1 any notice to be served on, or communication to be sent to, any party to this Lease shall be deemed to be properly served if sent by first class post, or delivered by hand during usual business hours to the registered office, or principal place of business of the relevant party or (in the case of a notice served on the Tenant) to the Premises, addressed to the secretary or chairman; or

6.7.2 any such notice or communication to be sent to any party to this Lease shall be deemed to have been received when delivered, if delivered by hand, or two working days after posting if sent by first class post.

6.8 This Lease is a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995.

6.9 For the purposes of the Contracts (Rights of Third Parties) Act 1999 this Lease is only enforceable by the parties to it and (if applicable) their respective successors in title.

6.10 Each of the provisions of this Lease is severable from the others. If at any time one or more of such provisions becomes illegal, invalid or unenforceable then the validity and enforceability of the remaining provisions of this Lease shall not be affected.

## **7. ENFORCEMENT AND JURISDICTION**

7.1 This Lease is to be governed by and interpreted in accordance with English law.

7.2 The courts of England are to have jurisdiction in relation to any disputes between the parties arising out of or related to this Lease. Notwithstanding this clause the Landlord retains the right to sue the Tenant and any Guarantor and enforce any judgment against the Tenant or any Guarantor in the courts of any competent jurisdiction.

## **8. BREAK CLAUSE**

8.1 The Tenant may end this Lease at any time by serving a Break Notice on the Landlord.

8.2 If the Tenant serves a Break Notice then this Lease shall determine on the Break Date subject to the Tenant:

- 8.2.1 giving vacant possession of the Premises to the Landlord and delivering to the Landlord all keys to the Premises; and
- 8.2.2 the Tenant paying all sums which have fallen due under this Lease and been properly demanded by the Landlord up to and including the Break Date.
- 8.3 The Landlord may in its absolute discretion waive compliance with all or any of the conditions or obligations set out in **clauses 8.1 and 8.2** but unless otherwise expressly agreed in writing such waiver shall not relieve the Tenant from liability to comply with the relevant condition or obligation.
- 8.4 If the provisions of this **clause 8** are complied with then, following service of a Break Notice, this Lease shall end on the Break Date but without prejudice to any right of action of either party in respect of any previous breach by the other of this Lease and without prejudice also to the continuing operation of this **clause 8**.
- 8.5 If the Tenant has paid any Rents which are attributable to any period after the Break Date (annual sums being apportioned for this purpose on a daily basis over a 365 day year) then on or as soon as practicable after termination the Landlord shall refund the appropriate sum to the Tenant.

## 9. **LICENCE**

The Tenant permits the Landlord to occupy the parish office ("Parish Office") and the large meeting room ("Meeting Room") for purposes relating to its functions as a parish council and on the terms detailed in **Schedule 5**

## 10. **OPTION TO RENEW**

- 10.1 The Landlord grants the Tenant, during the Option Period, an option to take the New Lease.
- 10.2 The Tenant may exercise the Option at any time during the Option Period by serving an Option Notice on the Landlord. The Option Notice must:
  - 10.2.1 be given in accordance with **clause 6.7** of this lease;
  - 10.2.2 exercise the Option in respect of the whole of the Premises and not in respect of part only.
- 10.3 If the Option is exercised in accordance with the terms of this clause, the Landlord will grant to the Tenant and the Tenant will accept from the Landlord the New Lease, provided that:

10.3.1 the Tenant cannot require the Landlord to grant the New Lease to any person other than the Tenant; and

10.3.2 no premium is payable for the grant of the New Lease.

10.4 The New Lease shall:

10.4.1 include all of the terms, requirements, covenants and conditions contained in this lease except to the extent that they are inconsistent with the terms of this clause;

10.4.2 be for a term of 35 years beginning on and including the contractual end date of this lease;

10.4.3 not include an option to renew the New Lease.

10.5 The Landlord will grant the New Lease with full title guarantee.

10.6 If the Option is exercised, the Tenant will pay the Landlord's reasonable and proper legal costs and disbursements incurred in connection with the grant of the New Lease on the Completion Date.

10.7 Completion of the New Lease will take place on the date thirty working days after the date of service of the Option Notice.

10.8 If the Option is not exercised in accordance with the terms of this clause then, immediately after the expiry of the Option Period, the Tenant will remove all entries relating to the Option registered against the Landlord's title to the Premises.

Executed as a deed and delivered on the date set out above.

## SCHEDULE 1

### PART 1 - EXCEPTIONS AND RESERVATIONS

The right for the Landlord and all others from time to time authorised by the Landlord or otherwise entitled, and without any liability to pay compensation to enter and remain on the Premises upon reasonable prior written notice to the Tenant (except in emergency when no notice need be given) with or without tools, appliances, scaffolding and materials for the purposes of :

1. installing, inspecting, repairing, renewing, reinstalling, cleaning, maintaining or removing any Conduits; or
2. carrying out works under paragraph 3.7 of Schedule 3;
3. inspecting the state and condition of the Premises;
4. for any purposes to comply with its obligations in Schedule 4
5. for any purpose mentioned in or connected with:
  - 5.1 this Lease
  - 5.2 complying with any of its covenants contained in this lease

the person entering causing as little damage and inconvenience as reasonably possible and making good at its expense any damage caused to the Premises by such entry; and provided that before exercising any of such rights reasonable prior notice (save in emergency) shall be given to the Tenant

### PART 2 - TITLE MATTERS

The easements rights covenants and other matters contained or referred to in the Property and Charges Registers of the title to the Premises

All easements rights covenants and other matters affecting the Premises including any unregistered interests which fall within section 11(4)(c) or Schedule 3 or 12 of the Land Registration Act 2002.

Any registered interests which fall within any of the paragraphs of Schedule 1 or 3 of the Land Registration Act 2002 and any interests which fall within section 11(4)(c) of the Land Registration Act 2002.

Such registered interests as may affect the Premises to the extent and for so long as they are preserved by the transitional provisions of Schedule 12 of the Land Registration Act 2002.

## SCHEDULE 2 INSURANCE

### 1. Landlord's Insurance Obligations

1.1 The Landlord shall effect and maintain the following insurances in respect of the Premises and all fixtures, fittings and contents whether belonging to either party:

1.1.1 Insurance against damage or destruction by the Insured Risks in a sum equal to the full reinstatement cost from time to time including:

1.1.1.1 the cost of demolition, shoring up and site clearance; and

1.1.1.2 all architects' surveyors' and other professional fees and incidental expenses in connection with reinstatement; and

1.1.1.3 VAT on those amounts to the extent applicable and to the extent that the Landlord may not be able to recover that VAT from HM Revenue & Customs; and

1.1.2 third party and public liability insurance; and

1.1.3 insurance against liability under the Defective Premises Act 1972 (and any other statutory provision in respect of which the Landlord requires insurance).

1.2 The Landlord shall not be obliged to insure under **paragraph 1.1** if and to the extent that:

1.2.1 any normal excess exclusion, condition or limitation imposed by the Landlord's insurers applies; or

1.2.2 the Landlord's insurances have become void or voidable by reason of any act, neglect or default of the Tenant or any undertenant or any predecessor in title of either of them, or any employee, servant, agent, licensee or invitee of any of them; or

1.2.3 the Tenant or any undertenant or other occupier of the Premises has carried out alterations or additions to the Premises unless and until ten working days after the Landlord has expressly agreed to insure them and the Landlord has received written notice of their reinstatement value from the Tenant

and to the extent that any risk which would otherwise be an Insured Risk is not actually insured against as a result of any of the above matters, it shall not be treated as an Insured Risk.

- 1.3 The Landlord will, upon request, from time to time produce to the Tenant a copy or full details of the Landlord's insurances and evidence that they are in force.
- 1.4 The Landlord will notify the Tenant in writing of any change in the insurance policies from time to time which is material to the Tenant.
- 1.5 If the Landlord receives any commissions or other benefits for effecting or maintaining insurance under this Lease, it shall not be obliged to pass the benefit of them on to the Tenant.

## **2. Reinstatement**

- 2.1 If the Premises are destroyed or damaged by any of the Insured Risks, the Landlord will use all reasonable endeavours to obtain all necessary consents to reinstate the Premises and if these are obtained, the Landlord will apply the insurance monies received under the insurance policy maintained under **paragraph 1.1**, and all monies received from the Tenant under **paragraph 4.1** and any other contributors, in reinstating the Premises with all reasonable speed making good any deficiency in the insurance monies received out of its own funds.
- 2.2 The Premises need not be reinstated under **paragraph 2.1** to the same state, appearance or layout as before, but, following any reinstatement, the Premises shall be of substantially the same nature, quality and net internal area as before, and the Premises shall enjoy substantially the same rights and amenities as before.

## **3. Tenant's Insurance Obligations**

The Tenant shall:

- 3.1 not do, or fail to do anything which shall or may cause any of the Landlord's insurance policies to be void or voidable or increase the premiums payable under them;
- 3.2 not insure or maintain insurance of the Premises against any of the Insured Risks (save to the extent that the Landlord has failed to do so);
- 3.3 notify the Landlord of the incidence of any Insured Risk or any other matter which ought reasonably to be notified to the Insurers;
- 3.4 pay within fourteen days of written demand the whole of any increase in any premium arising from a breach of **paragraph 3.1**;
- 3.5 comply with all the conditions of the Landlord's insurance policy and all requirements of the Landlord's insurers; and

- 3.6 notify the Landlord in writing of the value of any alterations, additions or improvements which the Tenant or any undertenant proposes to make before those works are commenced.

#### **4. Vitiating of Insurance**

- 4.1 If the insurance money under any of the Landlord's policies is wholly or partly irrecoverable or by reason of any act neglect or default of the Tenant or any undertenant or any predecessor in title of either of them, or any employee, servant, agent, licensee or invitee of any of them or where the sum insured is inadequate as a result of a breach by the Tenant of **paragraph 3.6**, then the Tenant will pay to the Landlord the irrecoverable amount or the amount of such shortfall as the case may be.
- 4.2 Subject to **paragraph 4.4**, payment under **paragraph 4.1** shall be made on the later of the date of demand by the Landlord, and the date on which such insurance money (or the relevant part of it) would have been claimable under the Landlord's insurance policies had they not been wholly or partly vitiated.
- 4.3 In addition to any sum payable under **paragraph 4.1**, the Tenant shall pay interest at 4% above Interest Rate on the relevant sum from the date on which that sum is due to the date of payment.
- 4.4 The Tenant will, if required by the Landlord in writing either make the payment due under **paragraph 4.1** or provide security for that payment (in an amount and a form agreed with the Landlord, who shall act reasonably in this respect) before the Landlord becomes obliged under **paragraph 2.1** to endeavour to obtain all necessary consents for reinstatement or to begin reinstatement.

#### **5. Termination - damage by an Insured Risk**

If, following damage or destruction of the Premises by an Insured Risk the whole, or substantially the whole, of the Premises are unfit for occupation and use or are inaccessible, either the Landlord or the Tenant may end this Lease by serving written notice on the other if they have not been made fit for occupation within three years of the date of the damage or destruction but without prejudice to the rights and remedies of the parties in respect of any prior breach of this Lease.

**SCHEDULE 3**  
**TENANT'S COVENANTS**

**1. To pay Basic Rent**

To pay the Basic Rent annually when and if demanded.

**2. To pay Outgoings**

2.1 To pay and discharge all Outgoings relating to the Premises at the times when they become due other than those payable by the Landlord as a result of requirements in the development, and construction and acquisition agreements and in any planning obligations at the date hereof for the building on the Premises.

2.2 If at any time the Premises is not separately assessed for any Outgoings, the Tenant shall pay to the Landlord within fourteen days of written demand a fair proportion of any assessment which includes the Premises.

2.3 Not without consent (which shall not be unreasonably withheld or delayed) to agree with the relevant authority any rating or other assessment in respect of the Premises, and to consult with (and have due regard to the representations of) the Landlord in the negotiations for any such assessment or any appeal against any such assessment.

**3. Repair and Decoration**

3.1 To keep the Interior in good repair, condition and decorative order

3.2 To redecorate the Interior as often as shall be reasonably necessary and also in the three months preceding termination of the Term (howsoever arising) unless such decoration has been carried out within twelve months immediately preceding such termination.

3.3 Before starting the last redecoration before termination, the Tenant shall obtain the Landlord's consent (which shall not be unreasonably withheld) to the colour scheme and the type of decoration.

3.4 Paragraphs 3.1 and 3.2 shall not apply to the extent that any lack of repair or decoration is caused by damage by an Insured Risk (unless paragraph 5 of Schedule 3 applies).

3.5 To keep the Premises in a clean and tidy condition.

3.6 To clean the glass of all windows in the Premises both inside and out as often as shall be reasonably necessary.

3.7 If the Tenant is in breach of this paragraph 3, then in addition to any other rights which the Landlord may have:

3.7.1 the Landlord may serve on the Tenant written notice specifying the breach in question; and

3.7.2 the Tenant shall as soon as practicable after receipt of that notice, and in any event within two months (or sooner in emergency) commence and proceed with all due speed to remedy the breach; and

3.7.3 If the Tenant fails to comply with paragraph 3.7.2, the Landlord may enter the Premises and carry out the relevant work and all costs incurred by the Landlord in so doing shall be a debt from the Tenant to the Landlord, which the Tenant shall pay on demand with interest on them at 4% above the Interest Rate from the date of demand to the date of payment.

3.8 The Tenant shall give written notice to the Landlord as soon as practicable after becoming aware of:

3.8.1 any damage to or destruction of the Premises; or

3.8.2 any defect or want of repair in the Premises (including without limitation any relevant defect within the meaning of section 4 Defective Premises Act 1972) which the Landlord is liable to repair under this Lease, or which the Landlord is nor may be liable to repair under common law or by virtue of any statutory or other provision.

#### 4. Yielding up on termination

4.1 On termination (howsoever arising), the Tenant shall yield up the Premises to the Landlord with vacant possession in a state of repair, condition and decoration which is consistent with the proper performance of the Tenant's covenants in this Lease and to provide to the Landlord the original health and safety file relating to the Premises together with all keys, alarm codes and operating manuals relating to plant, machinery and equipment at the Premises.

4.2 If, on termination, the Tenant leaves any fixtures, fittings or other items in the Premises the Landlord may treat them as having been abandoned and may remove, destroy or dispose of them as the Landlord wishes, and the Tenant shall pay to the Landlord on demand the cost of this with interest at 4% above the Interest Rate from the date of demand to the date of payment and indemnify the Landlord against any and all resulting liability.

4.3 Immediately before termination, unless advised by the Landlord no later than three months prior to termination that reinstatement is not required, the Tenant shall

reinstate all alterations, additions or improvements made to the Premises at any time during the Term (or pursuant to any agreement for lease made before the start of the Term) that were either carried out without the Landlord's consent (where required) or where the terms of such consent specifically stated that reinstatement would be required. Where this involves the disconnection of plant or Conduits, the Tenant shall ensure that the disconnection is carried out properly and safely, and that the plant and Conduits are suitably sealed off or capped and left in a safe condition so as not to interfere with the continued functioning of the plant or use of the Conduits elsewhere on adjoining property of the Landlord.

- 4.4 The Tenant shall make good any damage caused in complying with paragraph 4.3 and shall carry out all relevant works (including the making good of damage) to the reasonable satisfaction of the Landlord.
- 4.5 On termination, whether by effluxion of time or otherwise, the Tenant shall, if the Landlord requires:
  - 4.5.1 co-operate with the Landlord in applying to the Land Registry for any registered title to this Lease to be closed and merged in the immediate reversion to it;
  - 4.5.2 deliver to the Landlord a discharge in appropriate form of all charges registered or noted on any such registered title;
  - 4.5.3 enter into any documents reasonably required by the Landlord to effect that closure; and
  - 4.5.4 pay the costs of the above, unless this Lease has determined by effluxion of time.
- 4.6 If the Tenant fails to comply with its obligations in paragraph 4.5 then the Tenant grants the Landlord an irrevocable power of attorney to take such steps and execute such documents on the Tenant's behalf to effect closure of the Tenant's registered title to this Lease.

## 5. Use and Management

- 5.1 The Tenant shall not use the Premises for any purpose except the Permitted Use.
- 5.2 The Tenant shall not use the Premises for any purpose or activity which is illegal, immoral, noisy, noxious, dangerous or offensive or which may be, or become, a nuisance to or cause damage or annoyance to the Landlord or any other person, or which might be harmful to the Premises or which will result in the disapplication of the Landlord's election to waive exemption in respect of the Premises under paragraph 2(1) of Schedule 10 to the Value Added Tax Act 1994.

- 5.3 The Tenant shall not use the Premises for the purpose of residing or sleeping nor for any sale by auction, nor as a betting office.
- 5.4 The Tenant shall not enter into any covenant in favour of any person (other than the Landlord) nor require a covenant from any person the effect of which is to restrict the use of the Premises further than it is already restricted by this Lease.
- 5.5 The Tenant shall manage the Premises in accordance with the objectives in the Position Paper.

## **6. Alterations**

- 6.1 The Tenant shall not demolish the Premises or construct new buildings or make any structural alteration, addition or improvement to the Premises, nor install any mast, aerial or other equipment to the exterior of the Premises unless and until:

6.1.1 the Tenant has submitted to the Landlord detailed plans and specifications showing the works; and

6.1.2 the Tenant has given to the Landlord such covenants relating to the carrying out of the works and the reinstatement of the Premises as the Landlord may reasonably require; and

6.1.3 the Tenant has if reasonably so required by the Landlord, provided the Landlord with suitable security which will allow the Landlord to carry out and complete the works if the Tenant fails to do so; and

6.1.4 the Tenant has obtained the Landlord's consent to the works (which shall not be unreasonably withheld or delayed).

- 6.2 The Tenant may carry out internal, non-structural alterations, additions or improvements to the Premises without requiring the Landlord's consent.

## **7. Signs**

- 7.1 The Tenant shall not fix or display in or on the Premises any permanent sign which can be seen from outside the Premises, without first obtaining the Landlord's consent (not to be unreasonably withheld or delayed).

## **8. Dealings with the Premises**

- 8.1 Unless expressly permitted under paragraphs 8.2 or 8.3 or 8.4, the Tenant shall not assign, underlet, charge, part with or share possession or occupation of all or any part of the Premises, nor hold the Premises on trust for any other person.

8.2 The Tenant may (after giving written notice to the Landlord containing all relevant information) share occupation of the Premises with any Group Company, on condition that the sharing shall not create any relationship of landlord and tenant, and that on any occupier ceasing to be a Group Company the occupation shall immediately cease to be otherwise documented in accordance with this paragraph 8 and on the further condition that the sharing and the use to which the relevant Group Company intends to put the Premises will not result in the disapplication of the Landlord's election to waive exemption in respect of the Premises under paragraph 2(1) of Schedule 10 to the Value Added Tax Act 1994.

8.3 The Tenant may enter into Hub Licences without the Landlord's consent.

8.5 Within twenty eight days after any dealing with or transmission or devolution of the Premises or any interest in it (whether or not specifically referred to in this paragraph 8) the Tenant shall give to the Landlord at that time notice in duplicate specifying the basic particulars of the matter in question, and at the same time supply a certified copy of any instrument making or evidencing it, and (if applicable) a certified copy of the relevant notice and declaration under section 38A of the Landlord and Tenant Act 1954.

8.6 From time to time, on demand, during the Term the Tenant shall provide the Landlord with particulars of all derivative interests of or in the Premises including particulars of rents, rent reviews, service and maintenance charges payable in respect of them and copies of any relevant documents, and the identity of the occupiers of the Premises.

## **9. Legal obligations and necessary consents**

9.1 The Tenant shall comply with all legal obligations relating to the Premises.

9.2 Where the Tenant receives from an authority any formal notice relating to the Premises (whether or not the notice is of a legal obligation) it shall immediately send a copy to the Landlord and, if requested by the Landlord, make or join in making such objections, representations or appeals in respect of it as the Landlord may reasonably require (except those which are to the detriment of the business of the Tenant or any permitted occupier of the Premises).

9.3 Where any legal obligation requires the carrying out of works to the Interior, the Tenant shall (if and to the extent required by this Lease) apply for consent, and any necessary consents to carry out the works and after obtaining them the Tenant shall carry out the works and after obtaining them the Tenant shall carry out the works to the reasonable satisfaction of the Landlord.

9.4 Before doing anything at the Premises which requires any necessary consents (and whether or not the Landlord shall have issued its consent to that thing under the other provisions of this Lease) the Tenant shall:

9.4.1 obtain all necessary consents for the purpose; and

9.4.2 produce copies of all necessary consents to the Landlord; and

9.4.3 obtain the approval of the Landlord (which shall not be unreasonably withheld) to the necessary consents and the implementation of them; and

9.4.4 indemnify the Landlord against all liability to make any payments required as a condition of the grant or implementation of such necessary consents

provided that the Tenant shall not without the Landlord's consent (not to be unreasonably withheld or delayed) make or alter any application for any necessary consent.

9.5 Where any necessary consent implemented by the Tenant or any undertenant or permitted occupier of the Premises requires works to be carried out by a date subsequent to the end of the Term, the Tenant shall ensure that those works are completed before the end of the Term.

9.6 If the Tenant receives, or is entitled to receive any statutory compensation in relation to this Lease (other than from the Landlord) and if determination occurs otherwise than by effluxion of time, the Tenant shall, upon determination pay to the Landlord a fair proportion of that compensation.

9.7 If and when called upon to do so, the Tenant shall produce to the Landlord all plans, documents and other evidence which the Landlord may reasonably require in order to satisfy itself that this paragraph 9 has been complied with.

## **10. Conduits and Plant**

The Tenant shall not use the Conduits or any plant at the Premises:

10.1 for any purpose other than that for which they are designed; or

10.2 so as to exceed the capacity for which they are designed.

## **11. Overloading and Damage**

11.1 The Tenant shall not overload any part of the Premises.

11.2 The Tenant shall keep any machinery installed by it in the Premises in good condition.

- 11.3 The Tenant shall maintain, to the reasonable satisfaction of the Landlord and to the satisfaction of the Landlord's insurers, adequate fire prevention apparatus upon the Premises and shall, from time to time, remove from the Premises all waste and inflammable material as quickly as possible.
- 11.4 The Tenant shall take reasonable steps to prevent Waste from escaping from the Premises and to ensure that it is kept in suitable containers and removed regularly.
- 11.5 The Premises are to be locked or otherwise secured when not in use.
- 11.6 The Tenant shall not keep produce or use any Hazardous Material on the Premises without the Landlord's consent (not to be unreasonably withheld or delayed).
- 11.7 Any request by the Tenant for consent under **paragraph 11.6** shall be in writing and shall be accompanied by:
- 11.7.1 all information required to demonstrate, to the reasonable satisfaction of the Landlord, that any such Hazardous Material is necessary to the business of the Tenant and will be kept produced or used in such manner as to comply with all Environmental Law; and
- 11.7.2 all relevant information regarding compliance with any relevant Environmental Law (such information to include without limitation copies of applications for necessary consents relating to any manufacturing processes, waste treatments, recycling storage or disposal practices).
- 11.8 The Tenant shall as soon as practicable notify the Landlord in writing of any change in the facts and circumstances assumed or reported in any application for or granting of consent or any necessary consent to any Hazardous Material kept produced or used on the Premises.
- 11.9 The Tenant shall indemnify the Landlord against all losses, claims, or demands in respect of any breach of Environmental Law arising out of the Tenant's use or occupation of the Premises or the state of repair of the Interior PROVIDED THAT such indemnity shall not extend to the presence or migration of contamination present at the Premises prior to the date of this Lease where such presence or migration is not as a result of the Tenant's breach of its obligations in this Lease.
- 11.10 The Tenant shall notify the Landlord as soon as possible of any want of repair of the Exterior.
- 12. Rights and Easements**
- 12.1 The Tenant shall not grant to any third party any rights of any nature over the Premises (except as permitted under **paragraph 8**).

12.2 The Tenant shall preserve all easements and rights currently enjoyed by the Premises, and in particular (without limitation) will not obstruct any of the windows of the Premises.

12.3 The Tenant shall not do or omit to do anything whereby any right of prescription may arise against the Landlord.

### **13. Entry by the Landlord**

13.1 Upon reasonable prior written notice (except in emergency when no notice need be given) the Tenant shall permit the Landlord and those authorised by it at all times to enter (and remain unobstructed on) the Premises for the purpose of:

13.1.1 exercising the rights reserved by Part 1 of Schedule 1; or

13.1.2 inspecting the Premises for any proper purpose; or

13.1.3 making surveys or drawings of the Premises; or

13.1.4 complying with the Landlord's obligations under this Lease, or with any other legal obligations of the Landlord; or

13.1.5 erecting a notice board stating that the Premises is to let or for sale (which the Tenant shall not remove, interfere with or obscure); or

13.1.6 carrying out works which are the responsibility of the Tenant under this Lease, but which the Tenant has failed to do.

13.2 The Tenant shall keep the Landlord informed of the names, addresses and telephone numbers of at least two persons who have keys to the Premises.

### **14. Costs**

14.1 The Tenant shall pay to the Landlord within fourteen days of written demand, on a full indemnity basis, all costs, expenses, losses and liabilities properly incurred by the Landlord as a result of or in connection with:

14.1.1 any breach by the Tenant of any of its covenants or obligations in this Lease and/or the enforcement, or attempted enforcement, of those covenants and obligations by the Landlord; and

14.1.2 any application for consent under this Lease, whether or not that consent is refused or the application is withdrawn; and

14.1.3 the occurrence of any of the events mentioned in clause 5 above, and of the preparation and service of any notice under section 146 or 147 Law of

Property Act 1925, notwithstanding that forfeiture may be avoided otherwise than by relief granted by the Court; and

14.1.4 the preparation and service of any notice under paragraph 3.8 or any schedule of dilapidations served during the Term, or within three months after termination.

14.2 If any payment which falls to be made by the Tenant to the Landlord under this Lease by way of indemnity or on an indemnity basis (initial indemnity payment) is taxable in the Landlord's hands, the sum payable shall be increased, so that after payment of tax on it the Landlord retains a net sum equal to the initial indemnity payment.

## 15. Title Matters

The Tenant shall observe and perform all covenants in respect of the Premises arising from the Title Matters so far as they affect the Premises and are still subsisting.

## 16. VAT

16.1 The Tenant shall on demand pay and indemnify the Landlord (which in this clause shall include any company which is a member of the same VAT group as the Landlord) against:

16.1.1 any input VAT which is irrecoverable by the Landlord or which the Landlord is required to pay or repay to HM Revenue and Customs as a result of the Tenant not being a taxable person for VAT purposes or the Premises being used for making supplies which are not wholly or in sufficient part taxable supplies for VAT purposes, or for other ineligible purposes;

16.1.2 all interest and penalties suffered by the Landlord as a result of the matters referred to in paragraph 16.1.1.

16.1.3 all costs and expenses properly incurred by the Landlord in connection with the matters referred to in paragraphs 16.1.1 and 16.1.2.

16.2 If any sum is due from the Tenant to the Landlord or any supply is made to the Tenant for VAT purposes under this Lease the Tenant shall also pay to the Landlord a sum equal to the amount of VAT chargeable by the Landlord on that sum at the same time as the sum is due or the supply is made (as the case may be).

16.3 If any sum is due from the Tenant to the Landlord under this Lease by way of reimbursement for any cost, fee or expense or by way of indemnity, the amount to be reimbursed shall include any input VAT to the Landlord

## 17. Premises Licence

The Tenant shall not surrender or vary the Premises Licence in relation to the licensable activities under the Licensing Act 2003 carried out at the Premises without the Landlord's consent.

#### **17. EPC Information**

The Tenant must provide to the Landlord free of charge a copy of any EPC (together with copies of all information used to prepare the EPC) that the Tenant obtains or commissions in respect of the Premises or that the Tenant is required to obtain as a result of any alterations the Tenant carries out to the Premises.

**SCHEDULE 4**  
**LANDLORD'S COVENANTS**

**1. Quiet Enjoyment**

If the Tenant observes and performs the Tenant's covenants and obligations in this Lease, the Tenant may peaceably hold and enjoy the Premises during the Term without any lawful interruption or disturbance from or by the Landlord, or any person claiming through, under or in trust for the Landlord.

**2. Repair and Maintenance**

- 2.1 To keep the Exterior in good repair, condition and decorative order.
- 2.2 To redecorate the Exterior as often as shall be reasonably necessary.
- 2.3 To keep the Conduits in good repair and working order
- 2.4 To keep such parts of the Premises as are not built upon properly surfaced and in good repair or, where applicable, properly cultivated and maintained.

**3. Disposal of Freehold**

Not to dispose of its freehold interest in the Premises without first consulting the Tenant and considering any representations made by it.

**SCHEDULE 5**  
**LICENCE TO OCCUPY**

**1. LICENCE TO OCCUPY**

**1.1 The parties acknowledge that:**

1.1.1 the Landlord shall occupy the Parish Office and Meeting Room as a licensee and that no relationship of landlord and tenant is created between the parties in relation to the rights in this **Schedule 5**

1.1.2 the Tenant retains control, possession and management of the Premises and the Landlord has no right to exclude the Tenant from the Parish Office and Meeting Room other than:

1.1.2.1 when they are in use by the Landlord;

1.1.2.2 insofar as such rights arise by the Landlord as landlord rather than licensee

**2. LICENSEE'S OBLIGATIONS**

**2.1 The Landlord agrees and undertakes:**

2.1.1 To pay to the Tenant the licence fee of £9,580 or such other amount as may be agreed in writing by the Landlord and the Tenant from time to time payable without any deduction in advance on 1 January of each year

2.1.2 To keep the Parish Office and Meeting Room clean, tidy and clear of rubbish whilst within its control

2.1.3 Not to use them other than for normal and reasonable purposes relating to its function as Parish Council

2.1.4 to comply with all laws and with any recommendations of the relevant suppliers relating to the supply of electricity, gas, water, sewage, telecommunications and data and other services and utilities

**3. TERMINATION**

**3.1 The licence to occupy granted by this Schedule shall end on the earliest of:**

3.1.1 the expiry of the term of the Lease; or

3.1.2 upon prior agreement by the Landlord and the Tenant

- 3.2 Termination is without prejudice to the rights of either party in connection with any antecedent breach of any obligations subsisting under this agreement.

4. RIGHTS GRANTED

- 4.1 The Tenant grants the Landlord the right to pass and repass over such parts of the Premises as are reasonably required to provide access to and egress from the Meeting Room and Parish Office.

ANNEXURE 1  
POSITION PAPER

**POSITION PAPER:**

**ROLES AND RESPONSIBILITIES –**

**THE PARISH COUNCIL AND THE COMMUNITY  
HUB MANAGEMENT GROUP**

## 1. Overview:

Planning permission has been granted for the Community Hub, together with a formal commitment from the Parish Council to complete the project and provide the facility. It is now appropriate to define what will be the best ways to organise village resources to assure success.

To date, the work has been divided up successfully into two categories: the specification and procurement of the fabric of the building; and the work involved in defining, setting up and managing the organisational structure needed for its day-to-day and ongoing operation.

The procurement of the building has been the responsibility of the Parish Council Hub Sub Committee. It is anticipated this same body will continue to work towards the completion of the build, culminating in the formal handover of the Community Hub building from Iceni/Hundred Houses.

The Parish Council initiated the organisation of a Hub Holding Trust: tasked with the work of setting up and operating the Hub. Subsequently, it has transpired that a company limited by guarantee would be a more appropriate organisation for this work, rather than an unincorporated trust, and so arrangements now need to be made for the creation of that company.

The reasons for choosing a separate management vehicle to run the day-to-day operation of the hub, separating this activity from the to parish council, include the following:

- To clearly place the routine responsibility for, and functions provided by, the community hub within the community it serves, and
- To take advantage of charitable status, conferring tax and fund-raising opportunities otherwise unavailable to the parish council

The reasons for choosing to operate the management vehicle through a Company Limited by Guarantee, rather than an unincorporated trust, include the following:

- To shelter the Directors of the company from personal liability when acting in a professional or advisory capacity and free of any deliberate wrongdoing, and
- To provide a corporate body that will continue regardless of changes in its directors or members

It is important that the company is set up in such a way that the following conditions are assured for the short, medium and long-term security of the Hub facility:

- ❖ That the Hub operates for the benefit of the community in keeping with the present and future wishes of its freehold owner: the Parish Council. This means that the Parish Council needs to be the primary influence, from the outset and into the future, in defining and publishing the strategic purpose and objectives of the Hub.

- ❖ That the planning and implementation of the operational aspects of the Hub are carried out by a company that is optimally organised to perform that work efficiently and flexibly, and in line with modern business practices and appropriate standards and regulations.

For these two conditions to be secured from now into the future, it is important that the underpinning arrangements between the Parish Council and the company are well founded. This document proposes the underlying principles of that arrangement.

It is fundamental that the Parish Council and the management vehicle (hereinafter called the 'Community Hub Management Group' (MG)) must work together in close liaison, with trust and co-operation paramount throughout the processes of procurement of the Hub and its long-term management

## **2. *Mission of the Community Hub Management Group***

The mission of the MG has two components:

- 2.1 To provide a vibrant, open, cost effective and trustworthy operational framework through which the residents of Melbourn can receive the very best services feasible within the scope of the Community Hub facility.
- 2.1 To operate with integrity within the terms of the lease agreed between the company and the Parish Council.

## **3. *Role of the Parish Council (PC)***

- 3.1 To maintain a feasible and sustainable strategic vision for the Hub, including the range of facilities, services and benefits the MG should endeavour to provide (See Appendix 1 -Project Charter)
- 3.2 To procure and carefully maintain the fabric of the building and fundamental fixtures and fittings necessary to enable the strategic vision to be delivered
- 3.3 To support the initiation and on-going existence of a MG configured to set up and operate the Hub efficiently and effectively
- 3.4 To establish in collaboration with the MG: systems, measures and controls that assure the current and future operation of the Hub is in line with the Council's strategic vision.

## **4. *Role of the Community Hub Management Group***

- 4.1 To collaborate with the PC in establishing the systems, measures and controls that underpin the on-going integrity of the PC's strategic vision
- 4.2 To define a business model for the Hub that is feasible, sustainable and reflects the strategic vision set out by the PC
- 4.3 To plan and carry out the work necessary to set up and evolve the running of the Hub along the lines defined in the business model, in

- keeping with good business practice and appropriate best standards and regulations
- 4.4 To establish, in line with the plan, the operating systems necessary for the running of the Hub business, including the definition of appropriate policies, processes and procedures, training and safety measures
- 4.5 To define and implement, in line with the plan, a recruitment programme for employed and volunteer staff
- 4.6 To identify and implement any measures necessary to maintain the long term successful operation of the Hub including review and adaption of the business model in terms of current operating experience, changes in the needs of the village residents, changes in regulations, the business environment, etc.
- 4.7 To inform the PC, formally and on a pre-agreed regular basis, on the operation of the Hub, including making observations and recommendations for the on-going validity of the strategic vision
- 4.8 To set up and implement a process of election of the officers of the MG to assure the long-term representation of Melbourn Residents

## 5. ***The Lease between the Parish Council (PC) and the Community Hub Management Group (MG):***

- 5.1 To be entered into after the freehold interest in the Hub has been acquired by the PC
- 5.2 To govern the relationship between the parties throughout the term of the Lease
- 5.3 To achieve a correct balance between the need for the PC to protect its property and investment and sufficient freedom for the MG to run the Hub activities in a proper and effective way
- 5.4 To prescribe the issues listed in section 6.3 of the Melbourn Community Hub Review Report dated 24th August 2012 (See Appendix 2)

## 6. ***Structure of the MG & Representation on it:***

- 6.1 It will be a Company Limited by Guarantee
- 6.2 It will be governed by a Memorandum and Articles of Association
- 6.3 It will be registered as a Charity
- 6.4 It will take over the functions of the Holding Trust
- 6.5 The Holding Trust will be formally terminated
- 6.6 It will operate the long-term management of the Hub within the parameters and objectives set out in the Lease, which will underpin the PC's vision for its use
- 6.7 Parish Councillors will be welcome to attend any formal Directors' Meetings. There will be no minimum number of Parish Councillors on the Board of Directors but any Parish Councillor has the same rights as any other eligible member of the Melbourn community to be voted in at an AGM

## APPENDIX 1 – PROJECT CHARTER (as set out in the hub review report)

### Project Charter

The project charter provides a simple 'plan on a page' that gives a succinct overview of the key aspects of the project to deliver a completed Community Hub. The details included are as known at the time of writing this latest version of the Review Report and may be subject to change.

<b>Project Title:</b> Melbourn Community Hub Building	
<b>Project Sponsor:</b> Melbourn Parish Council	<b>Project Manager:</b> John Poley
<b>Goal Statement:</b> <p>The Melbourn Village Plan survey identified significant resident desire for access to centralised amenities such as a library, general meeting space, information centre, computing and printing equipment and coffee bar etc. At present the library is situated in a less than ideal situation and the building is inadequate. No suitable premises currently exist to house this or the other amenities requested. However, recent redevelopment plans submitted by '100 Houses' for the Old Police site in the village have provided an opportunity to include a bespoke designed building which could co-locate these amenities alongside a small housing development on the High St, providing a 'Community Hub'. Melbourn Parish Council surveyed its residents to gauge their response to this opportunity. After positive feedback, Melbourn Parish Council are commissioning the design and build of a new Melbourn Village Community Hub building at the Old Police site on the High St to provide amenities and facilities that the village residents have requested. The building intends to support a zebra crossing access linking the two sides of the high street, with safety in mind and supporting the safer routes to school campaign. It will also provide a centralised access to the Parish Clerk. A fully equipped kitchen and cafe will provide income to cover running costs. Residents will have access to a range of outreach services. The goal is to have the building fully completed for community use by Dec 2013.</p>	
<b>Benefits:</b> <ul style="list-style-type: none"> <li>• Meeting the identified needs of residents</li> <li>• Supporting the Village Plan</li> <li>• Encouraging community activity and socialisation</li> <li>• Improved access for library, being centralised in the village</li> <li>• Bespoke new facilities and amenities</li> <li>• Access to on line services and information</li> <li>• Community welfare and wellbeing through access to outreach services</li> <li>• Employment Opportunities</li> <li>• Income for the community</li> </ul>	
<b>Stakeholders (parties involved or affected)</b> <ul style="list-style-type: none"> <li>• Melbourn Village residents</li> <li>• Melbourn Parish Council</li> <li>• Melbourn Village Plan Committee/Holding trust Committee</li> <li>• 100 Houses</li> <li>• South Cambs District Council</li> <li>• Cambs County Council</li> </ul>	
<b>Deliverables:</b> <ul style="list-style-type: none"> <li>• Building plans</li> <li>• Project Plan</li> <li>• Community Hub Building</li> <li>• Facilities and amenities in place and operational</li> </ul>	<b>Milestones:</b> <ul style="list-style-type: none"> <li>• Architect design and plans in place Jan 12</li> <li>• Planning application submitted Mar 12</li> <li>• Planning application agreed Aug 12</li> <li>• Demolition/securing site Aug 12</li> <li>• Judicial planning review period end Nov 12</li> <li>• Building begins Dec 12</li> <li>• Building completed Dec 13</li> <li>• Facilities installed and working Dec 13</li> <li>• Community access &amp; use Jan 14</li> </ul>
<b>Dependencies:</b> <ul style="list-style-type: none"> <li>• Planning Approval</li> <li>• Funding</li> <li>• Building programme completed</li> <li>• Community usage</li> </ul>	

## APPENDIX 2 – LEASE PROVISIONS (Taken from the Review Report to the Parish Council of 24 August 2012)

### 6 Legal Aspects - Ownership and Operation of the Hub

#### *6.3 Hub Lease Arrangements between the Parish Council and the Management Company*

The Lease Agreement is not yet prepared, as it will be entered into after the hub has been completed and the Transfer of the freehold interest to the Parish Council has been completed. It will need to prescribe in detail the relationship between the Parish Council as freehold owner of the Hub and the management vehicle as leaseholder. It will need to set out the obligations and responsibilities of each party, covering such issues as: maintenance of the building and its contents, including painting and decoration and re-instatement

payment of outgoings (rates, utility accounts, service charges, any contributions payable to the developer or others relating to the other areas of the development, etc)

- responsibility for insuring the Hub and payment of insurance premiums (these two obligations will not necessarily fall on the same party)
- responsibility for running the "business" of the Hub, employing staff and arranging the occupational licences
- information and communications between the parties
- restraints upon disposals of the whole or part of the leasehold interest (sales, assignments, subleases, etc)
- rights and easements which are granted to the leaseholder or reserved to the Parish Council (access, service conduits, etc)
- a miscellany of covenants, mainly on the part of the leaseholder to protect the Parish Council
- termination of the Lease in various circumstances

The Lease will need to prescribe the length (term) of the leasehold interest, and the rent or other payments due under it.

The actual contents of all these provisions are matters for negotiation and advice. There will no doubt be many other matters to include in the Agreement; leases are normally very long documents.

EXECUTED as a deed by  
MELBOURN PARISH  
COUNCIL by the signatures of

)  
)  
)

Councillor

x M. T. I.

Councillor

x [Signature]

EXECUTED as a deed by  
MELBOURN COMMUNITY HUB  
MANAGEMENT GROUP by the signatures  
of;

)  
)  
)  
)

Director

[Signature]

Director/Secretary

x [Signature]