

**Minutes of the meeting held on 1<sup>st</sup> February 2016**

**184 Present:** Mr J Ward (Town Mayor) Mr I Mackie  
Mr J Fisher Mr L Reeves  
Miss S Lawn Mr J Emsell  
Mrs T Mancini Boyle Mr F Bowe  
Mr D Sears Mrs J Fisher  
Mr N Hancock Mr R Robson

**Apologies:** Mr M Pickess, Mr R Wooden, Mr P Berry, Mr N Shaw

**In attendance:** Mr T. Foreman (Town Clerk), PC Sean Phillips

**185 Declarations of interest for items on the agenda.**  
None

**186 To confirm the minutes of the Town Council meeting held on 4<sup>th</sup> January 2016**  
The minutes of the meeting held on 4<sup>th</sup> January 2016 were agreed and signed as a true record.

**187 Announcements (For information only)**  
To receive announcements from  
**(i) The Town Mayor-** Mr J Ward outlined his activities over the previous month including the launch of a book for a local resident and attendance at the Farmers Market.  
**(ii) The Clerk-** The Clerk updated the Town Council on his activities during the previous month including a radio interview regarding the school parking, meeting residents regarding verge issues and attended meetings with external organisations relating to voluntary work within the community.

**188 Public participation –To consider a motion to suspend the meeting to allow members of the public the opportunity to address the meeting limited to 3 mins each**  
The Meeting was suspended following a proposal from Mr J Ward, seconded by Mr L Reeves.

**(i) Norfolk Constabulary-** PC Phillips attended the Town Council and provided an overview of the crime report for the previous month. It was further confirmed that the date of the next SNAP meeting would be 10<sup>th</sup> March 2016 at 19.00hrs at the Morse Pavilion.

**(ii) County and District Councillors** –Mr I Mackie explained that the budgetary consultation concludes on 8<sup>th</sup> February 2016. An overview of proposed budgetary ideas included a 2% increase to Social Care and a further projected increase to support other priorities such as Fire Stations, Libraries and Highways. It was confirmed that additional pedestrian crossings were currently on hold. For the District Council Mrs Mancini-Boyle confirmed that Broadland District Council were projected no cuts to services and no increase in rates. Mr J Fisher confirmed that the Environmental campaigns at Broadland District Council were attracting positive attention and a Top Dog event was planned in Dussindale on 6<sup>th</sup> February 2016.

**(iii) Members of the public-**None

**189 Finance**  
(i) Payments List: Voucher numbers 905 to 1004 totalling £91155.77 were noted  
(ii) Bank Reconciliation Statement was agreed and signed as a true record.

- 190 (i) Town Amenities Officer's Report**-The report of the Town Amenities Officer was noted  
**(ii) Tree Wardens Report**- The report of the Tree Warden was considered. The report proposed the appoint of a further volunteer Tree Warden. It was proposed by Mr J Ward, seconded by Mr I Mackie and on a show of hands with all in favour it was **AGREED** to seek applications for an additional volunteer Tree Warden.
- 191 Draft Minutes of Committee Meetings**  
(i) Plans Meeting 11<sup>th</sup> January 2016- were agreed and signed as a true record  
(ii) Finance & Staff 13<sup>th</sup> January 2016- were agreed and signed as a true record  
(iii) Events and Media 18<sup>th</sup> January 2016- were agreed and signed as a true record
- 192 Proposed Temporary Office**  
The Town Council considered the report regarding the recommendation from the Finance and Staff Committee to temporarily relocate the Town council office to the Roxley Hall. Mr T Foreman explained that heating issues at the Town Council had caused a period of more than a week in freezing conditions and once repaired the office had permanent maximum heat which had created poor working conditions. It was further confirmed that the boiler had been temporarily fixed and that there was a recommendation that a new boiler was required, although the Charitable Trust has not ordered one to be fitted. Miss S Lawn explained that in addition to the poor working conditions, the Town Council currently pays full commercial rent on the office and meeting space and as such it would make sense to move into a Council building to save rental costs pending agreement to the Fitzmaurice Plans. It was proposed by Mr I Mackie, seconded by Mrs Mancini-Boyle and on a show of hands with all in favour **RESOLVED** to relocate the Town Council office to the Roxley Hall from 29<sup>th</sup> February 2016.
- 193 Village Hall Update & Furniture**  
Mr T Foreman provided an update on the refurbishment at Roxley Hall and explained that it was anticipated the work would be under budget. It was explained that a need for new meeting and conference tables at the Roxley Hall and computer equipment was required to replace the current defunct projector used for Planning meetings. The Town Council considered the quotations for suitable meeting tables. The cost for a new visual display unit for both Plans meetings and events was quoted at being £400 with an additional £125 required to purchase a stand. It was proposed by Mr I Mackie, seconded by Mrs Mancini Boyle and on a show of hands with all in favour **RESOLVED** to purchase 11 beech effect chrome legged tables at a cost estimated to be £135 per table, 1 visual display unit and 1 stand at a combined cost not to exceed £525.
- 194 Street Lighting Contract**  
The Town Council considered the confidential report relating to the Town Council street lighting contract. Mr T Foreman explained the basis of all contracts being considered were identical and checks had been undertaken with other public bodies on each of the companies to ensure both suitability and viability. The Town Council discussed the additional services required including the installation of Christmas lights and it was confirmed by Mr T Foreman that each company would have the ability to undertake this work. It was proposed by Mr J Fisher, seconded by Mrs Mancini-Boyle and on a show of hands with all in favour **RESOLVED** to appoint Cozens Electrical for a term of 4 years to maintain the 628 streetlight currently administered by the Town Council.
- 195 Printer Cost and Maintenance Contract**  
Mr T Foreman provided an overview of the confidential report for the printer cost and maintenance contract for the Town Council. Currently the Town Council rent a printer and have an associated maintenance contract. Mr T Foreman explained that considerable savings could be generated over the length of the 4 year contract through purchasing a

suitable printer outright. The Town Council reviewed the quotations and the costs for purchasing compared to a hire agreement. It was proposed by Mr I Mackie, seconded by Mr F Bowe and on a show of hands with all in favour **RESOLVED** to purchase a printer outright at a cost of £1,499.99+VAT and appoint EBS to undertake the printer maintenance contract.

**196 Norfolk Association for Local Councils-**

Mr J Fisher provided an oral update of the AGM of the Norfolk Association of Local Councils. Some concern was expressed relating to the new constitution of the AGM and some governance arrangements. Mr T Foreman explained that a significant number of staff had left the organisation and that legal advice which was requested a number of times last years was still not forthcoming. The Town Council discussed the issues related to Norfolk Association of Local Councils and the service the Town Council receives. Mr J Fisher tabled a motion that the Town Council not renew its membership with the Norfolk Association of Local Councils and instead apply for membership with the Suffolk Association of Local Councils he has found to be highly regarded, this motion was seconded by Miss S Lawn and on a show of hands with all in favour it was **RESOLVED** to seek membership of the Suffolk Association of Local Councils.

**197 River Green Lease with Broads Authority**

The Town Council considered the report on the River Green Lease with the Broads Authority which is due to end early in 2017. Mr T Foreman explained that the Broads Authority had taken the decision some years ago that River Green was a mooring that they could 'live without'. For the Town Council the ongoing cost for the maintenance of the River Green quayheading would likely to be unsustainable in the long term due to the significant cost of its repair should there be a structural fault. It was projected that the cost would likely be more than the annual precept of the Town Council. Mr T Foreman explained that if the Broads Authority does not renew the lease, the impact to the River green conservation area could be significant and with the weight of Yarmouth Road on the site, it could lead to River Green being pushed into the river. The Town Council acknowledged the potential for significant issues at River Green if the Broads Authority did not retain the area as it has done for a number of years. It was proposed by Mr J Ward, seconded by Mr J Fisher and on a show of hands with all in favour **RESOLVED** that the potential financial and conservation consequences of the Broads Authority not renewing the River Green lease be outlined in a letter requesting that the Navigation Committee revisit this decision.

**198 Proposed Bus Shelter on Dussindale Drive**

The request from a local resident to have a bus shelter installed on Dussindale Drive in the vicinity of Winstanley Road. Mr R Robson explained that the bus stop is very well used by residents going both to work and into the city and would be an ideal location for a new bus shelter. Mr T Foreman confirmed that highways permissions would need to be gained and the cost for the purchase and installation of a bus shelter was likely to be between £4000 and £5000. It was proposed by Mr R Robson, seconded by Mr I Mackie and on a show of hands with all in favour **RESOLVED** to purchase and install a bus shelter in the vicinity of Winstanley Road for residents travelling towards the city.

**Future Agenda Items.** (Not for discussion) Mr J Ward asked for information relating to TPOs, an update on the Post Box on Booty Road and an update on the Community Orchard.

Town Council meeting 7<sup>th</sup> March 2016

Date of next Plans meeting 8<sup>th</sup> February 2016

Date of next Finance & Staff meeting To be confirmed

## **Report from Councillor John Ward**

### **Broadland District Council**

Sprowston Junior School has been affiliated to the Children's University and was visited by our Chairman Cllr Ken Leggett who outlined the role of the Council and took questions from the children.

A resident of Thunder Lane wishing to fell a 200yr old oak tree was not successful in their application to the Broadland District Council Appeals Panel who upheld the Tree Preservation Order.

Tots 2 Teens holiday activities including play, arts, cookery, sports, wildlife and technology are funded by this Council for all youngsters going to a school within Broadland District.

### **Norfolk County Council**

A fresh round of Northern Distributor road exhibitions is to be held:-  
Thursday 10<sup>th</sup> March at Sprowston Diamond Centre  
Friday 18<sup>th</sup> March at Thorpe St. Andrew, Dussindale Centre.

Changes are currently being made to the ground floor of the Millenium Library to give more space to the Children's Library which will have two dedicated spaces, one for Early Learning age 0-7 and one for children aged 8-14.

The Museum Service is in the midst of recruiting for its 2016 Trainee intake. 6 posts were advertised and 180 applications have been received. Trainees are appointed to a specific role but are expected to participate in a development programme of training, mostly delivered in-house by NMS colleagues.

### Thorpe St Andrew Town Council PAYMENTS LIST

Voucher	Code	Date	Minute	Bank	Cheque No	Description	Supplier	VAT Type	Net	VAT	Total
1,005	Wheeled/litter/dog bins	28/01/2016		Bank 1 Deposit Ac	dd	Wheeled bins	Veolia	S	54.30	10.86	65.16
1,006	Wheeled/litter/dog bins	28/01/2016		Bank 1 Deposit Ac	dd	Wheeled bins	Veolia	S	54.30	10.86	65.16
1,007	Office telephone	27/01/2016		Bank 1 Current Ac	dd	Telephone - Office	Talk Talk	S	28.81	5.76	34.57
1,008	Telephone	27/01/2016		Bank 1 Current Ac	dd	Telephone - Morse Pavili	Talk Talk	S	27.50	5.50	33.00
1,009	Telephone	27/01/2016		Bank 1 Current Ac	dd	Telephone - Fitz Pavilion	Talk Talk	S	27.45	5.49	32.94
1,010	Bank charges	28/01/2016		Bank 1 Current Ac	dd	Bank charges	LLoyds Bank	X	33.00	0.00	33.00
1,011	Photocopier Lease	01/02/2016		Bank 1 Deposit Ac	dd	Lease payment	Xerox Finance	S	125.00	25.00	150.00
1,012	Fenn salary	02/02/2016		Bank 1 Current Ac	dd	Fenn pension	Norfolk Pension Fund	X	61.67	0.00	61.67
1,013	Fenn - pension employe	02/02/2016		Bank 1 Current Ac	dd	Fenn employers pension	Norfolk Pension Fund	X	229.86	0.00	229.86
1,014	Sayer salary	02/02/2016		Bank 1 Current Ac	dd	Sayer pension	Norfolk Pension Fund	X	137.08	0.00	137.08
1,015	Sayer - pension employe	02/02/2016		Bank 1 Current Ac	dd	Sayer employers pensio	Norfolk Pension Fund	X	432.33	0.00	432.33
1,016	Kiddell salary	02/02/2016		Bank 1 Current Ac	dd	Kiddell pension	Norfolk Pension Fund	X	82.17	0.00	82.17
1,017	Kiddell - pension employe	02/02/2016		Bank 1 Current Ac	dd	Kiddell employers pensio	Norfolk Pension Fund	X	290.42	0.00	290.42
1,018	Bass - salary	02/02/2016		Bank 1 Current Ac	dd	Bass pension	Norfolk Pension Fund	X	41.45	0.00	41.45
1,019	Bass - pension employe	02/02/2016		Bank 1 Current Ac	dd	Bass employers pension	Norfolk Pension Fund	X	154.48	0.00	154.48
1,020	Mr T Foreman	02/02/2016		Bank 1 Current Ac	dd	Foreman pension	Norfolk Pension Fund	X	177.55	0.00	177.55
1,021	Foreman - pension emp	02/02/2016		Bank 1 Current Ac	dd	Foreman TC Pension	Norfolk Pension Fund	X	559.96	0.00	559.96
1,022	Calver salary	02/02/2016		Bank 1 Current Ac	dd	Calver pension	Norfolk Pension Fund	X	82.17	0.00	82.17
1,023	Calver pension employe	02/02/2016		Bank 1 Current Ac	dd	Calver pension employer	Norfolk Pension Fund	X	290.42	0.00	290.42
1,024	Building maintenance	02/02/2016		Bank 1 Current Ac	6929	Shingle	Baileys of Norfolk	S	19.50	3.90	23.40
1,025	Building maintenance	02/02/2016		Bank 1 Current Ac	6930	Mail box	Espo	S	164.00	32.80	196.80
1,026	Building maintenance	02/02/2016		Bank 1 Current Ac	6930	Hazardous goods cabinet	Espo	S	190.00	38.00	228.00
1,027	Cleaning materials	02/02/2016		Bank 1 Current Ac	6930	Cleaning Materials	Espo	S	281.07	56.22	337.29
1,028	Building maintenance	02/02/2016		Bank 1 Current Ac	6931	Pat testing	H&N	E	35.00	0.00	35.00
1,029	Building maintenance	02/02/2016		Bank 1 Current Ac	6931	Pat testing	H&N	E	77.25	0.00	77.25
1,030	Cleaning bus shelters	02/02/2016		Bank 1 Current Ac	6932	Cleaning bus shelters	R Marmoy	E	90.00	0.00	90.00
1,031	Maintenance contract	02/02/2016		Bank 1 Current Ac	6933	Street light - maintenanc	Pearce & Kemp	S	659.40	131.88	791.28
1,032	Office telephone	08/02/2016		Bank 1 Current Ac	dd	Telephone - Office	O2	S	27.80	5.56	33.36
1,033	Telephone	08/02/2016		Bank 1 Current Ac	dd	Telephone - Morse Pavili	O2	S	53.51	10.70	64.21
1,034	Fuel	08/02/2016		Bank 1 Current Ac	dd	Fuel	Fuel Card Services	S	2.00	0.40	2.40
1,035	Mr T Foreman	18/02/2016		Bank 1 Current Ac	6934	February salary	Mr T Foreman	X	1,889.45	0.00	1,889.45
1,036	Fenn salary	18/02/2016		Bank 1 Current Ac	6935	February salary	Mrs Fenn	X	974.36	0.00	974.36
1,037	Bass - salary	18/02/2016		Bank 1 Current Ac	6936	February salary	Mrs F Bass	X	642.09	0.00	642.09
1,038	Sayer salary	10/02/2016		Bank 1 Current Ac	6937	February salary	Mr D Sayer	X	1,604.73	0.00	1,604.73
1,039	Mileage	10/02/2016		Bank 1 Current Ac	6937	Mileage	Mr D Sayer	X	31.95	0.00	31.95
1,040	Building maintenance	10/02/2016		Bank 1 Current Ac	6937	Goods	Mr D Sayer	X	4.99	0.00	4.99

**Thorpe St Andrew Town Council**  
**PAYMENTS LIST**

Voucher	Code	Date	Minute	Bank	Cheque No	Description	Supplier	VAT Type	Net	VAT	Total
1,041	Kiddell salary	18/02/2016		Bank 1 Current Ac	6938	February salary	Mr R Kiddell	X	1,167.97	0.00	1,167.97
1,042	Calver salary	18/02/2016		Bank 1 Current Ac	6939	February salary	Mr J Calver	X	1,155.14	0.00	1,155.14
1,043	Water rates	18/02/2016		Bank 1 Current Ac	6940	Water charges - Morse	Anglian Water	E	111.33	0.00	111.33
1,044	Water rates	18/02/2016		Bank 1 Current Ac	6940	Water charges - Recreation	Anglian Water	E	38.28	0.00	38.28
1,045	Water	18/02/2016		Bank 1 Current Ac	6940	Water charges - Village Hall	Anglian Water	E	18.87	0.00	18.87
1,046	Dussindale maintenance	18/02/2016		Bank 1 Current Ac	6941	Pest control	Burrell Pest control	E	50.00	0.00	50.00
1,047	Hillside maintenance	18/02/2016		Bank 1 Current Ac	6941	Pest control	Burrell Pest control	E	50.00	0.00	50.00
1,048	Building maintenance	18/02/2016		Bank 1 Current Ac	6942	Repair to shutters - Fitz	Cooks	S	111.35	22.27	133.62
1,049	Cleaning materials	18/02/2016		Bank 1 Current Ac	6943	Cleaner	Espo	S	133.00	26.60	159.60
1,050	Projects	18/02/2016		Bank 1 Current Ac	6944	Tables	Furniture@work	S	1,485.00	297.00	1,782.00
1,051	Town Hall	18/02/2016		Bank 1 Current Ac	6944	Tables	Furniture@work	S	420.00	84.00	504.00
1,052	Projects	18/02/2016		Bank 1 Current Ac	6945	Professional services	Hamson JPA	S	787.38	157.48	944.86
1,053	Energy charge	18/02/2016		Bank 1 Current Ac	6946	Streetlight-energy charge	Southern Electric	S	1,295.04	241.10	1,536.14
1,054	Receipts and payments	18/02/2016		Bank 1 Current Ac	6947	Plants	Taverham Nursery Cent	S	91.07	18.22	109.29
1,055	Fitz Morse Cleaning	18/02/2016		Bank 1 Current Ac	6948	Cleaning - Fitz and Morse	Town and Country Clear	E	855.00	0.00	855.00
1,056	Contract Cleaning - Hay	18/02/2016		Bank 1 Current Ac	6948	Cleaning - Village Hall	Town and Country Clear	E	110.00	0.00	110.00
1,057	Hillside maintenance	18/02/2016		Bank 1 Current Ac	6949	Matting for allotments	Travis Perkins	S	140.00	28.00	168.00
1,058	Projects	18/02/2016		Bank 1 Current Ac	6950	Install cctv	Vincent Security	S	1,415.00	283.00	1,698.00
1,059	Sanitary disposal	18/02/2016		Bank 1 Current Ac	6950	Service fire alarm/smoke	Vincent Security	S	276.00	55.20	331.20
1,060	River Green maintenanc	18/02/2016		Bank 1 Current Ac	6951	Electrical work - River Gre	C R Wilson	E	40.00	0.00	40.00
1,061	Dussindale maintenance	18/02/2016		Bank 1 Current Ac	6952	Skips	Workplace Products	S	365.00	73.00	438.00
1,062	Hillside maintenance	18/02/2016		Bank 1 Current Ac	6952	Skips	Workplace Products	S	365.00	73.00	438.00
1,063	Projects	23/02/2016		Bank 1 Current Ac	dd	Cabinets	Business card	S	342.50	68.50	411.00
1,064	Projects	23/02/2016		Bank 1 Current Ac	dd	Racking /mirror	Business card	E	66.47	0.00	66.47
1,065	Electricity	23/02/2016		Bank 1 Current Ac	dd	Electricity - Fitz Pav	Opus Energy	S	300.78	60.16	360.94
1,066	Electricity	23/02/2016		Bank 1 Current Ac	dd	Electricity - Village Hall	Opus Energy	L	63.00	3.15	66.15
1,067	Electricity	23/02/2016		Bank 1 Current Ac	dd	Electricity - Morse Pav	Opus Energy	L	36.33	1.82	38.15
1,068	Electricity	23/02/2016		Bank 1 Current Ac	dd	Electricity - floods/workst	Opus Energy	L	80.63	4.03	84.66
1,069	Fuel	23/02/2016		Bank 1 Current Ac	dd	Fuel	Fuel Card Services	S	41.45	8.29	49.74
1,070	Telephone	23/02/2016		Bank 1 Current Ac	dd	Barrier line rental	Wireless Logic Ltd	S	4.00	0.80	4.80
1,071	Wheeled/litter/dog bins	29/02/2016		Bank 1 Deposit Ac	dd	Wheeled bins	Veolia	S	43.44	8.69	52.13
1,072	Wheeled/litter/dog bins	29/02/2016		Bank 1 Deposit Ac	dd	Wheeled bins	Veolia	S	43.44	8.69	52.13
1,073	Vehicle lease	29/02/2016		Bank 1 Current Ac	dd	Lease payment	Bussey & Sabberton	S	277.48	55.50	332.98
1,074	Bank charges	29/02/2016		Bank 1 Current Ac	dd	Bank charges	Lloyds Bank	X	38.36	0.00	38.36
1,075	Telephone	29/02/2016		Bank 1 Current Ac	dd	Telephone - Morse Pavili	Talk Talk	S	27.50	5.50	33.00
1,076	Office telephone	29/02/2016		Bank 1 Current Ac	dd	Telephone - Office	Talk Talk	S	45.21	9.04	54.25
1,077	Telephone	29/02/2016		Bank 1 Current Ac	dd	Telephone - Fitz Pavilion	Talk Talk	S	19.77	3.96	23.73
1,078	Gas	18/02/2016		Bank 1 Current Ac	6953	Village Hall gas	British Gas	S	568.42	113.68	682.10
1,079	Football maintenance	07/03/2016		Bank 1 Current Ac	6954	Field Maintenance - Duss	Ben Burgess	S	390.94	78.19	469.13

### Thorpe St Andrew Town Council PAYMENTS LIST

Voucher	Code	Date	Minute	Bank	Cheque No	Description	Supplier	VAT Type	Net	VAT	Total
1,080	Sports turf maintenance	07/03/2016		Bank 1 Current Ac	6954	Field Maintenance - Rec t	Ben Burgess	S	586.41	117.28	703.69
1,081	Cricket maintenance	07/03/2016		Bank 1 Current Ac	6955	Loam	Collier Turf Care Ltd	S	252.00	50.40	302.40
1,082	Cleaning materials	07/03/2016		Bank 1 Current Ac	6956	Sweeper	Espo	S	27.45	5.49	32.94
1,083	Morse - gas/expenditure	07/03/2016		Bank 1 Current Ac	6956	Gas charges - Morse	Espo	S	351.55	70.31	421.86
1,084	Building maintenance	07/03/2016		Bank 1 Current Ac	6956	Key cab/store box	Espo	S	60.45	12.10	72.55
1,085	Office equipment	07/03/2016		Bank 1 Current Ac	6956	Cupboard	Espo	S	234.00	46.80	280.80
1,086	Fenn salary	07/03/2016		Bank 1 Current Ac	6957	Fenn tax/nic	HMRC	X	85.22	0.00	85.22
1,087	Fenn - NIC employer	07/03/2016		Bank 1 Current Ac	6957	Fenn employers nic	HMRC	X	39.85	0.00	39.85
1,088	Sayer salary	07/03/2016		Bank 1 Current Ac	6957	Sayer - tax/nic	HMRC	X	367.11	0.00	367.11
1,089	Sayer - NIC employer	07/03/2016		Bank 1 Current Ac	6957	Sayer employers nic	HMRC	X	142.56	0.00	142.56
1,090	Kiddell salary	07/03/2016		Bank 1 Current Ac	6957	Kiddell tax/nic	HMRC	X	166.53	0.00	166.53
1,091	Kiddell - NIC employer	07/03/2016		Bank 1 Current Ac	6957	Kiddell employers nic	HMRC	X	70.57	0.00	70.57
1,092	Bass - salary	07/03/2016		Bank 1 Current Ac	6957	Bass tax/nic	HMRC	X	70.04	0.00	70.04
1,093	Bass - NIC employer	07/03/2016		Bank 1 Current Ac	6957	Bass employers nic	HMRC	X	1.61	0.00	1.61
1,094	Mr T Foreman	07/03/2016		Bank 1 Current Ac	6957	Foreman tax/nic	HMRC	X	549.50	0.00	549.50
1,095	Foreman employers nic	07/03/2016		Bank 1 Current Ac	6957	Foreman employers nic	HMRC	X	207.31	0.00	207.31
1,096	Student loan	07/03/2016		Bank 1 Current Ac	6957	Student Loan	HMRC	X	115.00	0.00	115.00
1,097	Calver salary	07/03/2016		Bank 1 Current Ac	6957	Calver tax/nic	HMRC	X	179.36	0.00	179.36
1,098	Calver -employers nic	07/03/2016		Bank 1 Current Ac	6957	Calver employers nic	HMRC	X	102.21	0.00	102.21
1,099	Subscriptions	07/03/2016		Bank 1 Current Ac	6958	Subscription	Iris software group	S	206.00	41.20	247.20
1,100	Tree Plantation - mowin	07/03/2016		Bank 1 Current Ac	6959	Tree plantation	Norse	S	58.33	11.67	70.00
1,101	Field maintenance contr	07/03/2016		Bank 1 Current Ac	6959	Field Maintenance - Rec t	Norse	S	544.86	108.97	653.83
1,102	Shrub bed - St Will Loke	07/03/2016		Bank 1 Current Ac	6959	St Williams Loke - prunin	Norse	S	7.17	1.43	8.60
1,103	Field maintenance contr	07/03/2016		Bank 1 Current Ac	6959	Field Maintenance - Duss	Norse	S	496.10	99.22	595.32
1,104	Commissioners Cut - picr	07/03/2016		Bank 1 Current Ac	6959	Picnic area maintenance	Norse	S	41.61	8.32	49.93
1,105	Mowing contracts	07/03/2016		Bank 1 Current Ac	6959	Mowing contract	Norse	S	226.77	45.35	272.12
1,106	Hillside maintenance	07/03/2016		Bank 1 Current Ac	6959	Hillside allotment maint	Norse	S	11.48	2.30	13.78
1,107	Shrub bed/tidy front	07/03/2016		Bank 1 Current Ac	6959	Village Hall grounds main	Norse	S	26.25	5.25	31.50
1,108	Soccer mark/additional	07/03/2016		Bank 1 Current Ac	6959	Soccer marking	Norse	S	356.88	71.38	428.26
1,109	Soccer marking	07/03/2016		Bank 1 Current Ac	6959	Soccer marking	Norse	S	237.92	47.58	285.50
1,110	Rent and deposit	07/03/2016		Bank 1 Current Ac	6960	Allot dep/rent/refund	Mr Parker	E	36.00	0.00	36.00
1,111	Subscriptions	07/03/2016		Bank 1 Current Ac	6961	Annual fee	Pear Technology Service	S	225.00	45.00	270.00
1,112	Computer/Photocopier	07/03/2016		Bank 1 Current Ac	6961	Land titles update	Pear Technology Service	S	75.00	15.00	90.00
1,113	Building maintenance	07/03/2016		Bank 1 Current Ac	6962	Privacy film	Spectrum Glass Options	S	362.00	72.40	434.40
1,114	Building maintenance	07/03/2016		Bank 1 Current Ac	6963	Pipes/screws	Trade UK	S	34.11	6.81	40.92
1,115	Bottle bank	07/03/2016		Bank 1 Current Ac	6964	Recycling credits	URM UK	S	8.25	1.65	9.90
<b>Total</b>									<b>29,069.63</b>	<b>3,017.71</b>	<b>32,087.34</b>

THORPE ST ANDREW TOWN COUNCIL

**Bank Reconciliation Statement as at 29/2/16 for current and deposit accounts**

<b>Balance at bank</b>	£
Current Account Bank 1	25690.05
Deposit Account Bank 1	182262.16
<b>Sub total - Bank 1</b>	207952.21
Capital Account Bank 2	15179.84
	<u>223132.05</u>

[illegible]

Completed by:

Date \_\_\_\_\_

Certified by:

Date \_\_\_\_\_



**THORPE ST ANDREW TOWN COUNCIL  
MINUTES OF THE PLANS COMMITTEE MEETING  
HELD ON 8.2.16**

**PRESENT:**                      Mr J Fisher                                      Mr. R Robson  
   Mr M Pickess                                   Mr D Sears  
   Mr N Hancock

48      Apologies for Absence- Mr P Berry & Mr F Bowe

49      Declarations of Interest- none

50      Minutes of Meeting held on December 11 January 2016- the minutes were signed and approved as a true record.

51      Planning Items Raised by Residents- no issues raised

52      Planning Applications

<b>20160010</b>	<b>Orchard Cottage 10A Hillside Road</b>	<b>Erection of Garage</b>
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No Objections

<b>20160018</b>	<b>4 Saker Close</b>	<b>New Boundary Fence &amp; Erection of Gate</b>
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No Objections

<b>20160027</b>	<b>34 Thomas Vere Road</b>	<b>Single Storey Front &amp; Side Extension</b>
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No Objections

<b>20160079</b>	<b>139 Thunder Lane</b>	<b>Single Storey Front Extension &amp; Raising of Roof over Existing Bungalow</b>
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No Objections

53. Y/5/2015/5035 Hillside Ave school- No Objections

**Confidential-** Enforcement Notices- None this month

Urgent Matters not on the Agenda but previously discussed with the Chairman.- none

Meeting closed at 19.45

**Thomas Foreman   Town Clerk**  
**Dates of Next meetings**  
**Finance & Staff 15 February 2016**  
**Town Council 7 March 2016**  
**Plans Meeting 14 March 2016**

**Thorpe St Andrew Events & Media Committee**  
**Minutes of Meeting Held on Monday 22<sup>nd</sup> February 2016**

<b>1 Present</b>	Miss S Lawn (Chairman)	Mr R Wooden
	Mr J Emsell	Mr R Robson
	Mr J Ward	Mr T Barber
	Mr G Lawton	Mrs F Bass (Assistant Clerk)

Representatives from Parish Church- Mr V Scrivens  
Mrs. Auriol Hughes & Mrs. Nicole King

**Apologies for absence**

Mr L Reeves, Mrs. J Fisher, Mr N Shaw and  
Mr T Foreman (Town Clerk)

**Declarations of Interest-** None.

**2. Minutes of meeting held 13 January 2016.**

The minutes of the meeting held on the 13 January 2016 were agreed and signed as a true record. Mr J Ward commented that he wanted the Town Cryer and the church invited to attend the Beating of the Boundaries. Mrs. Bass advised that the Town Cryer was not available for the Beating or St Georges Day.

3.1- Radio Norwich- it was discussed that Radio Norwich didn't have much of a presence, as they didn't have the staff to attend on the day.

**3. Newsletter-**

Mrs Bass presented the latest Draft of the TSA News and it was agreed the format was acceptable and a few extra additions would be added to the newsletter.

Front page has been emailed to Fiona and it was agreed the top half of the front page will be to advertise the St Georges Event and the lower part of the page will advertise the recently agreed event of celebrating the anniversary of TSA Church 150 years, Town Council 10years and the Her Majesty the Queens 90<sup>th</sup> birthday.

It was agreed that a small advert for the fancy dress completion would be place somewhere in newsletter.

It was agreed to place an advert for new tree warden.

It was agreed that we promote the allotments that are available on Hillside

**A/P Mrs Bass to-** It was agreed that we would approach the following to confirm if they have any articles for the news letter

Email Chris Durdin re Marsh Walks

Chase up articles from police and speedwatch & Frostbites

Check- Trevor Plunket is now member of probus.

Apply for Events Notice

Promote with local papers and radio

***It was agreed that the spring newsletter would advertise the church service followed by a picnic on the River Green on Sunday 29<sup>th</sup> May (Bank Holiday) Miss Lawn would write the article.***

#### **4. St Georges Day**

##### **St Georges Day Update.**

**We have had confirmation the following will attend**

St John's Ambulance	Claridges	Gastro
Ronaldo's	Fat Cat Brewery	Pizza
Eleanor Tea/ Coffee	Donkey's	Funfair
Aspire Street Dancers	Hillside Maypole	Punch & Judy
North Walsham Dogs	Vineyard Church	

14 Stall Holders have confirmed

**It was agreed Fiona will contact the following to ask if they would like to attend**

Police

Fire Station.

Broadland District Council

Environmental Trailer

Top Dog Team

Community First responders

**Tony Barber agreed to contact Hollywood Cinema for vouchers as prizes for Fancy Dress.**

Mr Emsell confirmed that a meeting was arranged for 3 March with Mr T Foreman Town Clerk at the Fitzmaurice to establish exactly what was needed for the Town to purchase a PA system. Mr Robson stated that 2 months would be plenty of notice to give Peter Ibberton from Pegasus. If we no longer required his services at our events. At present the hire costs are £158.00 three times a year.

Miss Lawn also stated that the punch & Judy charges were excessive, but unfortunately the alternative entertainer was unavailable.

##### **Mrs Bass to –**

Provide Miss Lawn with headed paper letter to request 3x £10.00 cinema vouchers (subject to Mr T Barber to speak to Hollywood Cinema where he had a contact.)

Email Invite to Chloe Smith MP re judging fancy dress competition.

Invite police/Fire/ BDC environment trailer and Top Dog

Community East of England 1<sup>st</sup> Responders

SERVE- blood bike- details from Mr T Barber

#### **5. Parish Church 150 Anniversary 29/5/2016**

It was agreed by all committee members that we would help the church to celebrate the 150 year anniversary. It was agreed that we will use this date to celebrate the 10 year anniversary of the Town Council and we will have this date as our official celebration date for the queen's 90<sup>th</sup> Birthday Celebrations.

The church service will commence at 10.30 and conclude at 12.00

12.00 – 15.00 official picnic on the river green

It was agreed that we would advertise this event on river green as "Bring your own Picnic" the Town council will provide 2 pop up gazebos and 3 tables and 12 Chairs. (from the village hall to be collected on the day)

Residents attending would be encouraged to bring picnic blankets and their own picnics

Town Councillors would provide Free Tea and Coffee ( 2 tea urns SL / disposable cups RB) (Coffee/ Tea / Milk / Sugar to be purchased by SL)

The church will approach local organisation to invite them to join the celebration.

Mr J Emsell to contact the Buck, Harley's and the Rushcutters to advice of activities on the day.

**A/P Mrs Bass to-**

Email Sara Utting to request presence of BDC Chairman Mr J Ward

**AOB**

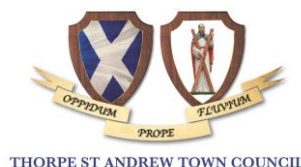
Cllr Lawn advised the committee that she had met with the Director of the Lively Crew and the landlord of the River Garden to discuss their idea to have a TSA Jazz weekend. The event would take place Aug 2017 and the plans are in the very early stages. The committee confirmed this was an acceptable idea and look forward to further information to follow.

Date of next meeting TBC @ Roxley Hall 7.30

With no other business the meeting concluded

Signed\_\_\_\_\_ (Chair)

# Thorpe St Andrew Town Council



Town Council : 7<sup>th</sup> March 2016

## Thorpe St Andrew Football Club Lease

**Agenda Item: 208**

### Reason for this Report

This report has been prepared to seek permission to draw up a new lease for Thorpe St Andrew Football Club. If permission is given, the lease will be drawn up and placed before the Town Council.

### Background

St Andrews Football Club have a 30 year lease with the Town Council for a building on the Morse Pavilion containing changing room facilities and a Bar. This lease was signed in 1995 and is due to expire in 2025.

In 2011, the Football Association undertook a review of Step 7 Leagues, which includes the League St Andrews Football Club play in. The review included dressing room facilities and provided minimum standards for changing room size, shower and toilet areas and the provision of changing accommodation for mixed gender officials. Those who do not meet these standards would be subject to demotion.

The football club approached the Town Council for permission to extend the building in order to create a large enough footprint for the required facilities improvements to be made (existing and proposed plans in Appendix A). The Town Council agreed to the extension and a proposal was submitted and approved by Broadland District Council. In 2014, a further planning application was required as the three year permission from 2011 had elapsed.

The delay to the work starting was due to funding difficulties, with a key funding body withdrawing at the last minute. Since the reapprove of the planning application in 2014, the football club has been seeking funding from other bodies including the Football Association.

For the Football Association to fund the project, it requires St Andrews Football Club to have at least 25 years on its lease.

### Result

The current lease has 9 years remaining on it. St Andrews Football Club has therefore requested that the Town Council issue a new lease on the same terms for a further 30 year period. The existing Lease is contained within Appendix B)

### Advice

The Town Council has previously supported this application and as there is no linked financial, the advice is to approve the lease extension.

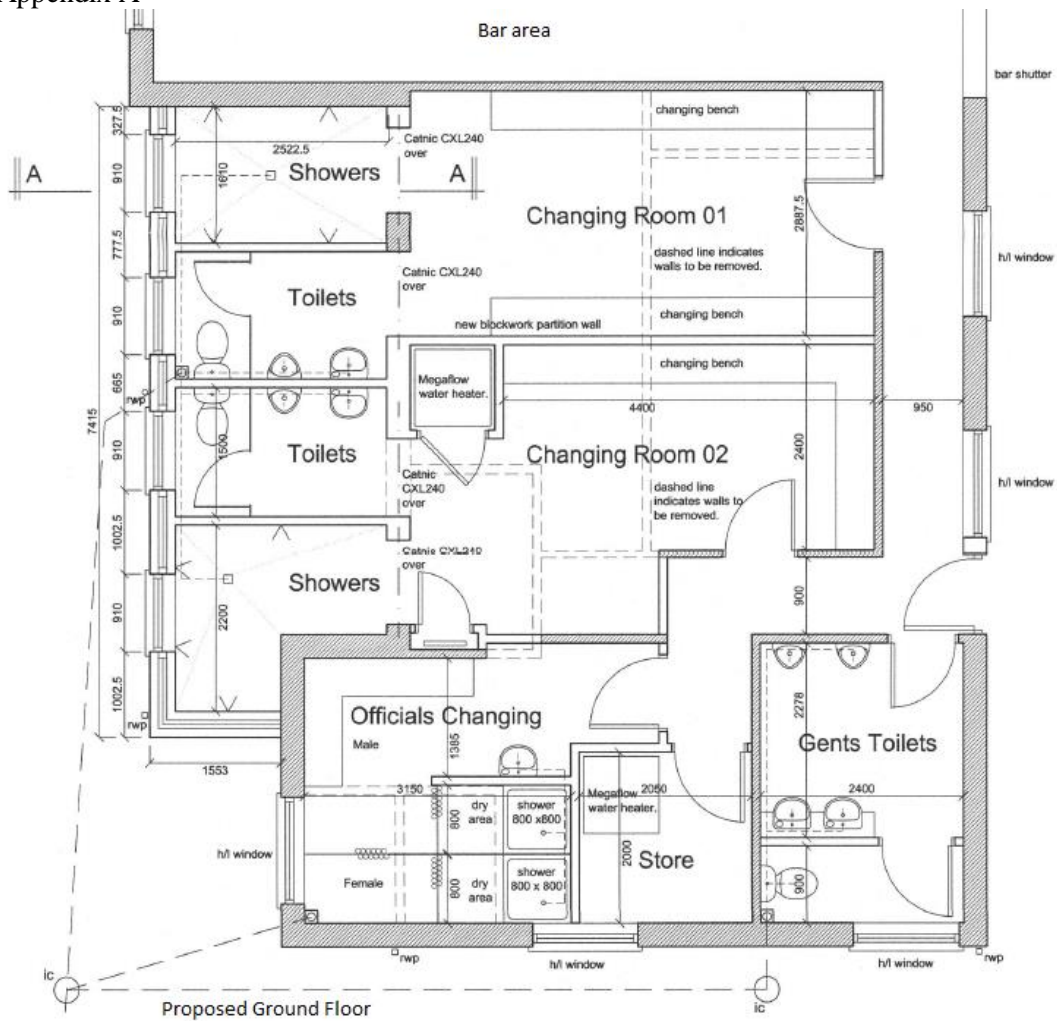
### Legal Implications

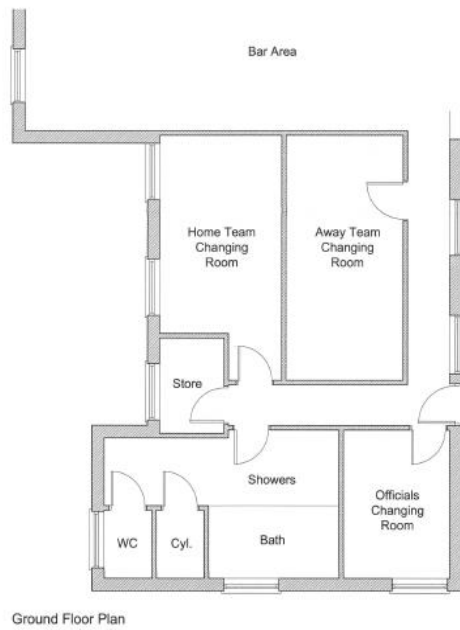
All decisions and actions taken by or on behalf of Thorpe St Andrew Town Council must (1) be within the local powers of the Authority; (2) comply with any procedural requirement imposed by law; (3) be within the powers of the body or person exercising powers on behalf of the Authority; (4) be undertaken in accordance with the Authority procedural rules inc. Standing Orders and Financial Regulations; (5) be fully and properly informed; (6) be properly motivated; (7) be taken with regard to the fiduciary duty of the Authority to its residents; and (8) be reasonable and proper.

### Financial Implications

There are no significant financial implications arising from this report.

## Appendix A





Existing Ground Floor

## Appendix B

DATED \_\_\_\_\_ 1995

THORPE ST. ANDREW PARISH COUNCIL

-to-

THE TRUSTEES OF ST. ANDREWS FOOTBALL CLUB

---

L E A S E

-of-

Land forming part of the  
Recreation Ground at  
Thorpe St. Andrew  
Norwich Norfolk

---

Nicholas Hancox Esq.,  
Director of Legal Services  
Norfolk County Council  
County Hall  
Martineau Lane  
Norwich

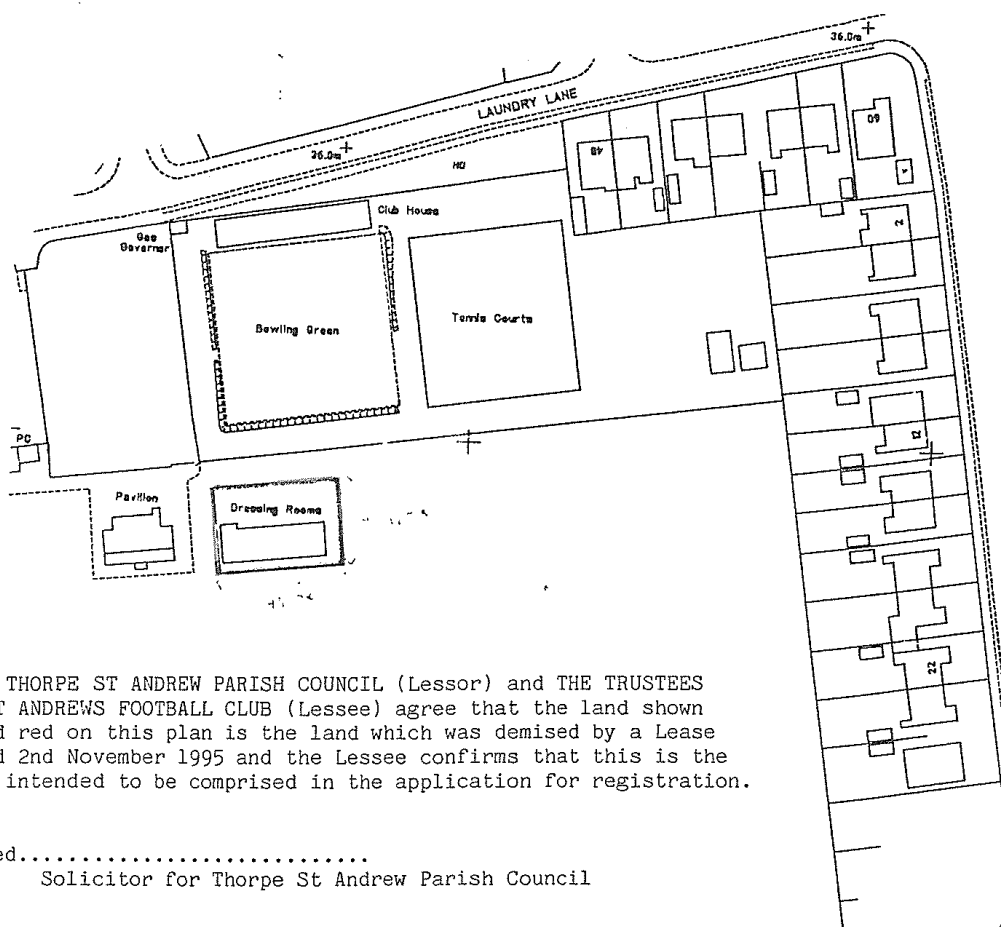


(1) THORPE ST. ANDREW PARISH COUNCIL of Recreation Ground Laundry Lane  
Thorpe St. Andrew Norfolk acting by its Chairman ELSIE EILEEN GRIMSON of :  
Thorpe St. Andrew Norwich and its Vice Chairman BRIAN  
PATRICK FITZMAURICE of Thorpe St. Andrew Norwich ("the  
Council")  
and

1. In this Lease the following terms have the following meanings:-
  - 1.1 "the Property" means the piece of land measuring approximately 27 metres x 19 metres in the approximate position as is shown edged red on the Plan which piece of land forms part of the Recreation Ground
  - 1.2 "the Plan" means the plan annexed hereto
  - 1.3 "the Rights" means the rights granted in favour of the

- 1.4 "the Council" means the company or authority for the time being entitled to the reversion expectant on the determination of the Term
- 1.5 "the Tenants" means the persons in whom the Term is hereby vested
- 1.6 "the Term" means the term of 30 years from the date hereof and any period of holding over or extension or continuance thereof whether by statute or by common law
- 1.7 "the Rent" means one peppercorn per year payable on the date hereof and every anniversary thereof
- 1.8 "the Pipes" means pipes sewers drains conduits gutters watercourses wires cables channels and other conducting media for the Services
- 1.9 "the Services" means the passage of water gas electricity foul and surface water drainage telephone and other communication signals
- 1.10 "Regulations" means the provisions of any statute and/or obligations imposed by law

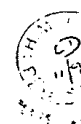
ORDNANCE SURVEY PLAN REFERENCE	TG2709	Scale 1/1250
COUNTY NORFOLK	DISTRICT BROADLAND	© Crown copyright



We,, THORPE ST ANDREW PARISH COUNCIL (Lessor) and THE TRUSTEES OF ST ANDREWS FOOTBALL CLUB (Lessee) agree that the land shown edged red on this plan is the land which was demised by a Lease dated 2nd November 1995 and the Lessee confirms that this is the land intended to be comprised in the application for registration.

Signed.....  
Solicitor for Thorpe St Andrew Parish Council

Signed.....  
LAWRENCE WOOD, Solicitor for  
the Lessee Recreation Ground



direction of any local public authority  
Court of Law or government department  
including without prejudice to the  
generality of the foregoing all licensing  
laws and requirements and regulations  
made by the Council from time to time  
governing or affecting the Recreation  
Ground

1.11 "the Recreation Ground"

means the land owned by the Council  
which forms the Recreation Ground at  
Thorpe St. Andrew owned by the  
Council of which the Property forms part

1.12 "Permitted User"

means use of the Property and Building  
only as a pavilion and social club in  
connection with and ancillary to the  
Tenants activities as a football club

1.13 "the Building"

means the sports pavilion now erected on  
the Property and any additions or  
extensions thereto erected during the  
Term

1.14 "the Brown Land"

means the land edged brown on the Plan

1.15 "the Pitch"

means one of the full size football  
pitches laid out by the Council on the  
Recreation Ground

1.16 "the Facilities"

means the Pitches the Recreation Ground  
the floodlit area of the Recreation  
Ground and the floodlights

W I T N E S S E T H as follows:-

1. THE Council hereby demises unto the Tenants the Property together with the Rights for the Term subject to the payment therefor of the Rent
2. THE Tenants hereby jointly and severally covenant with the Council as follows:-
  - 2.1 To pay the Rent (if demanded)
  - 2.2 To pay and indemnify the Landlord against all rates taxes assessments duties charges impositions and any other outgoing (including the cost of Services supplied to the Property and Building) which are now or during the Term shall be charged or imposed upon the Property or the Building erected thereon or occupier thereof
  - 2.3 Not to assign underlet charge or share occupation or part with possession of the Property or the Building erected thereon or any part thereof but subject to the due observance of the terms of this Lease this provision will not be construed so as to prevent the Tenants from allowing occasional use on a daily or hourly basis for social activities by other individuals or institutions
  - 2.4 Save as is mentioned in Clause 2.3 above not to use the Property or Building for any purpose other than the Permitted User
  - 2.5 Not without the consent of the Council first obtained in writing to erect any buildings on the Property or erect any additions or extensions or carry out any alterations to the Building and for the purpose of this Clause the extension to

- the Building which is proposed at the date hereof and detailed on a plan numbered \_\_\_\_\_ prepared by \_\_\_\_\_ and dated \_\_\_\_\_ shall be deemed to have the consent of the Council
- 2.6 To keep the Building in a wind and watertight condition and the exterior thereof decorated from time to time to a standard reasonably required by the Council
- 2.7 To effect adequate insurance:
- 2.7.1 against all third party liability and occupiers liability risks and on request produce a certified copy of any insurance policy and proof of payment of the premium relating thereto
- 2.7.2 to either rebuild the Building or demolish it and clear the site and to ensure any such insurance monies as are received are used in doing one or the other
- 2.8 To pay (if called upon by the Council to do so) a fair proportion calculated according to user of the maintenance repair or renewal of:
- 2.8.1 any of the Pipes that provide Services which are shared with the Council or others
- 2.8.2 the surface of the Brown Land which is hatched brown
- 2.9 To forthwith erect and forever thereafter maintain to the reasonable satisfaction of the Council a fence of a specification and height approved by the Council along the boundaries of the Property
- 2.10 Not to:-
- 2.10.1 do or permit or suffer to remain on the Property or any part thereof anything which may be or become a nuisance annoyance disturbance

inconvenience cause injury or damage to the Council or the occupiers of adjacent or neighbouring premises

2.10.2 sleep or allow any person to sleep on the Property or in the Building

- 2.11 To keep the Property in a neat and tidy condition and to properly cut any areas of the Property that are grassed and keep free from weeds throughout the Term
- 2.12 To allow the Council or its agents at all reasonable times to enter the Property to inspect its condition and to observe compliance of the covenants on the part of the Tenants contained herein
- 2.13 To comply with the Regulations throughout the Term
- 2.14 If called upon by the Council to appoint such representative or representatives as the Council require to any committees set up by the Council from time to time for the co-ordination of the activities on and use of the Recreation Ground
- 2.15 To indemnify the Council against all damage caused to the Property or to any adjacent or neighbouring land or premises and against any loss damage or injury caused to any person by any act or default of the Tenants or by any person on the Property with the express or implied authority of the Tenants
- 2.16 At the expiration or sooner determination of the Term to quietly yield up the Property to the Council in such state and condition as shall in all respects be consistent with the due performance by the Tenants of the covenants on the part of the Tenants contained herein and if required by the Council to demolish and remove the Building and leave the Property clear and in a tidy condition to the reasonable satisfaction of the Council
- 2.17 To pay the reasonable and proper fees of the Council's Solicitors in relation

to the negotiation preparation execution and grant of this Lease in the sum of £350 plus VAT and disbursements properly incurred

3. THE Council hereby covenants with the Tenants:

3.1 That the Tenants paying the Rent and observing and performing the covenants and stipulations on their part contained herein shall peaceably hold and enjoy the Property during the Term without any interruption from the Council or any person or persons lawfully claiming under or in trust for it PROVIDED that if the Rent shall be unpaid for 21 days after it becomes due or if the Tenants shall fail or neglect to perform any of the before mentioned covenants and stipulations then it shall be lawful for the Council at any time thereafter to re-enter the Property or any part thereof and in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the Council's right of action in respect of any breach of the Tenants' covenants contained herein

3.2 To use all reasonable endeavours to ensure that the supply of the Services to the Property as exist at the date hereof is maintained throughout the Term

T H I S Lease is executed as a Deed and by its execution the parties authorise their respective Solicitors to deliver it for them on the date it is completed

THE SCHEDULE

1. At all times to receive the Services through the Pipes laid under the Brown Land and to enter the Brown Land for the purposes of inspecting maintaining repairing and renewing those Pipes only which provide Services exclusively to the Property



reinstating and making good to the reasonable satisfaction of the Council all damage caused to the Brown Land in the exercise of this right

2. Subject to space being available to park private motor vehicles on that part of the Brown Land that is hatched brown or is designated by the Council for parking

3. On:-

3.1 each Saturday afternoon between 1st September and 30th April in the following year in each year of the Term to allow the St. Andrews Football Club to have exclusive use of one Pitch and exclusive use of another Pitch on half the number of Saturday afternoons within that period

3.2 each Wednesday during the football season to use the floodlit area forming part of the Recreation Ground and when necessary the floodlights between the hours of 7.00 p.m. and 9.00 p.m. for the purpose of football training

3.3 each Tuesday and Thursday in July and August to use the Recreation Ground between the hours of 7.00 p.m. and 9.00 p.m. for the purpose of pre-season training

Subject to:-

3.4 payment by the Tenants of the Council's reasonable standard letting charges laid down by the Council from time to time relating to the hire of the Facilities

3.5 observance by the Tenants of any Regulation relating to the use of the Facilities

3.6 the right for the Council to suspend the grant of this Right for so long as it is in its absolute discretion considers necessary to prevent damage to the Facilities or if it is prevented from granting this Right for reasons outside its control

4. A right of way at all times and for all purposes connected with the Permitted User of the Property:-

4.1 for motor vehicles and delivery vehicles and visiting team coaches over that part of the Brown Land which is hatched brown and

4.2 on foot only over the remainder of the Brown Land

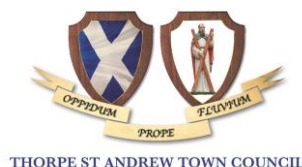
SIGNED as a Deed by  
TRUDGILL  
on behalf of the St.  
Andrews Football Club  
in the presence of:-

W  
T  
R  
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D  
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I  
L  
L

SIGNED as a Deed by  
FORKES  
on behalf of the St.  
Andrews Football Club  
in the presence of:-

W  
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# Thorpe St Andrew Town Council



**Town Council : 7<sup>th</sup> March 2016**

THORPE ST ANDREW TOWN COUNCIL

## **Bowls Club Lease**

**Agenda Item: 209**

### **Reason for this Report**

This report requests approval for the terms of a new Bowls Club lease..

### **Background**

Following a breach of the existing Bowls Club lease in April 2015, action was suspended pending agreement to a new lease. Following a number of meetings with the Bowls Club, most recently on Monday 26<sup>th</sup> October 2015, the broad terms of a new lease have been agreed and the draft lease is attached for comment..

### **Advice**

The Town Council is asked to consider and/or amend these terms and delegate responsibility to engage with the Bowls Club in agreeing terms. It is also requested that the ability to agree any minor adjustments is given subject to agreement with the Town Mayor or Chair of the Finance and Staff Committee.

### **Legal Implications**

All decisions and actions taken by or on behalf of Thorpe St Andrew Town Council must (1) be within the local powers of the Authority; (2) comply with any procedural requirement imposed by law; (3) be within the powers of the body or person exercising powers on behalf of the Authority; (4) be undertaken in accordance with the Authority procedural rules inc. Standing Orders and Financial Regulations; (5) be fully and properly informed; (6) be properly motivated; (7) be taken with regard to the fiduciary duty of the Authority to its residents; and (8) be reasonable and proper.

### **Financial Implications**

There are some financial implications arising from this report.

**Dated**

**2016**

**THORPE ST ANDREW TOWN COUNCIL**

and

**THORPE RECREATION BOWLS CLUB**

---

**Lease**

Relating To

The Bowling Green and Clubhouse Laundry Lane Thorpe St Andrew

---

**THIS LEASE IS MADE ON THE  
BETWEEN**

**DAY OF**

**2016**

Thorpe St Andrew Town Council of (the **Landlord**); and  
Thorpe Recreation Bowls Club of (the **Tenant**).

**IT IS HEREBY AGREED**

**INTERPRETATION**

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

Definitions:

**Annual Rent:** rent of one pound (£1) per annum and then as revised pursuant to this lease.

**Contractual Term:** a term of years beginning on, and including the date of this lease and ending on, and including **[FIVE YEARS HENCE]**.

**Insurance Rent:** where the Landlord is insuring the Property the aggregate in each year of the gross cost of the premium before any discount or commission for the insurance of:

the Property, other than any plate glass, for its full reinstatement cost (taking inflation of building costs into account) against loss or damage by or in consequence of the Insured Risks, including costs of demolition, site clearance, site protection and shoring-up, professionals' and statutory fees and incidental expenses, the cost of any work which may be required under any law and VAT in respect of all those costs, fees and expenses,

loss of Annual Rent of the Property for three years, and  
any insurance premium tax payable on the above.

**Insured Risks:** means fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, subsidence, ground slip, heave, riot, civil commotion and any other risks against which the Landlord 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, or if that base rate stops being used or published then a comparable commercial rate reasonably determined by the Landlord.

**Landlord's Neighbouring Property:** each and every part of the adjoining and neighbouring property in which the Landlord has an interest known as Thorpe Recreation Ground Thorpe St Andrew Norwich

**LTA 1954:** Landlord and Tenant Act 1954.

**Permitted Use:** Use as a Bowls Club

**Property:** the Bowling Green and Clubhouse at Thorpe Recreation Ground Thorpe St Andrew Norwich Norfolk shown edged red on the attached plan.

**Rent Payment Date:** Annually in advance on the anniversary of the date of this lease

**Reservations:** all of the rights excepted, reserved and granted to the Landlord by this lease.

**Review Date:** the third anniversary of the Term Commencement Date.

**Service Media:** all media for the supply or removal of heat, electricity, gas, water, sewage, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

**VAT:** value added tax chargeable under the VATA 1994 and any similar replacement tax and any similar additional tax.

**VATA 1994:** Value Added Tax Act 1994.

A reference to this **lease**, except a reference to the date of this lease or to the grant of the lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.

A reference to the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease. A reference to the **Tenant** includes a reference to its successors in title and assigns. A reference to a **guarantor** is to any guarantor of the tenant covenants of this lease including a guarantor who has entered into an authorised guarantee agreement.

In relation to any payment, a reference to a **fair proportion** is to a fair proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord.

The expressions **landlord covenant** and **tenant covenant** each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.

Unless the context otherwise requires, a reference to the **Property** is to the whole and any part of it.

A reference to the **term** is to the Contractual Term and statutory continuation of this lease.

A reference to the **end of the term** is to the end of the term however it ends.

References to the **consent** of the Landlord are to the consent of the Landlord given in accordance with clause 28.5 and references to the **approval** of the Landlord are to the approval of the Landlord given in accordance with clause 28.6.

A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.

Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.

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.

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.

A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

Unless the context otherwise requires, references to clauses and Schedules are to the clauses and Schedules of this lease and references to paragraphs are to paragraphs of the relevant Schedule.

Clause, Schedule and paragraph headings shall not affect the interpretation of this lease.

Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

## **1. GRANT**

- 1.1 The Landlord lets the Property to the Tenant for the Contractual Term.
- 1.2 The grant is made together with the ancillary rights set out in clause 2, excepting and reserving to the Landlord the rights set out in clause 3,
- 1.3 The grant is made with the Tenant paying the following as rent to the Landlord:
  - 1.3.1 the Annual Rent and all VAT in respect of it;
  - 1.3.2 the Insurance Rent; and
  - 1.3.3 all interest payable under this lease; and
  - 1.3.4 all other sums due under this lease.

## **2. ANCILLARY RIGHTS**

- 2.1 Except as mentioned in clause 2.2 & 2.3, neither the grant of this lease nor anything in it confers any right over neighbouring property nor is to be taken to show that the Tenant may have any right over neighbouring property, and section 62 of the LPA 1925 does not apply to this lease.
- 2.2 The right of access to and egress from the Property to and from Laundry Lane on foot only across the car park adjacent to the Property and shown for identification only edged Blue on the Plan(" the Car Park" )
- 2.3 The right in common with the Landlord and all others having the right to use the Car Park for the parking of vehicles by those resorting to the Property subject to the rules and restrictions set by the Landlord for all Car Park users.

## **3. RIGHTS EXCEPTED AND RESERVED**

- 3.1 The following rights are excepted and reserved from this lease to the Landlord for the benefit of the Landlord's Neighbouring:
  - 3.1.1 rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the term;

- 3.1.2 at any time during the term, the full and free right to develop the Landlord's Neighbouring Property and any neighbouring or adjoining property in which the Landlord acquires an interest during the term as the Landlord may think fit;
- 3.2 The Landlord reserves the right to enter the Property:
  - 3.2.1 to repair, maintain or replace any structure relating to any of the Reservations; and
  - 3.2.2 for any other purpose mentioned in or connected with:
    - (a) this lease;
    - (b) the Reservations; and
    - (c) the Landlord's interest in the Property.
- 3.3 The Reservations may be exercised by the Landlord and by anyone else who is or becomes entitled to exercise them, and by anyone authorised by the Landlord.
- 3.4 The Tenant shall allow all those entitled to exercise any right to enter the Property, to do so with their workers, contractors, agents and professional advisors, and to enter the Property at any reasonable time (whether or not during usual business hours) and, except in the case of an emergency, after having given reasonable notice (which need not be in writing) to the Tenant.
- 3.5 No party exercising any of the Reservations, nor its workers, contractors, agents and professional advisors, 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 those Reservations except for:
  - 3.5.1 physical damage to the Property; or
  - 3.5.2 any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.

#### **4. THE ANNUAL RENT**

- 4.1 The Tenant shall pay the Annual Rent in advance on or before the Rent Payment Dates.

#### **5. REVIEW OF THE ANNUAL RENT**

- 5.1 The Annual Rent shall be reviewed on each Review Date to equal:
  - 5.1.1 the Annual Rent payable immediately before the relevant Review Date or, if greater;
  - 5.1.2 the open market rent agreed or determined pursuant to this clause.
- 5.2 The open market rent may be agreed between the Landlord and the Tenant.
- 5.3 In default of agreement under Clause 5.2 the open market rent will be set by the Landlord.
- 5.4 The open market rent is the best annual rent (exclusive of any VAT) at which the Property could reasonably be expected to be let:
  - 5.4.1 in the open market;
  - 5.4.2 at the relevant Review Date;



- 5.5 As soon as practicable after the amount of the revised Annual Rent has been agreed or determined, a memorandum recording the amount shall be signed by or on behalf of the Landlord and the Tenant and endorsed on or attached to this lease and its counterpart. The Landlord and the Tenant shall each bear their own costs in connection with the memorandum.

**6. INSURANCE**

- 6.1 Subject to clause 6.2, the Tenant shall keep the Property (other than any plate glass at the Property) insured in the joint names of the Landlord and the Tenant against loss or damage by the Insured Risks for the sum which the Landlord considers to be its full reinstatement cost (taking inflation of building costs into account)..

subject to:

(a) any reasonable exclusions, limitations, conditions or excesses that may be imposed by the insurer; and

(b) insurance being available on reasonable terms in the London insurance market.

6.2 In relation to any insurance effected by the Tenant under this paragraph:

(a) at the request of the Landlord, to supply the Landlord with:

(i) a copy of the current insurance policy and schedule;

(ii) a copy of the application form for the policy; and

(iii) a copy of the receipt for the current year's premium.

(b) to notify the Landlord of any change in the scope, level or terms of cover as soon as reasonably practicable after the Tenant has become aware of the change;

(c) if requested by the Landlord in writing, to use reasonable endeavours to procure that the interest of any 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 specifically.

6.3 To inform the Landlord and inform the insurer of the property immediately that it becomes aware of:

(a) any matter which 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 continue insuring the Property;

(b) any damage or loss that relates to the Property; and

(c) any other event occurs which might affect any insurance policy relating to the Property.

6.4 Further in relation to any insurance effected by the Tenant under this paragraph if the Property or any part of it is damaged or destroyed by an Insured Risk, the Tenant shall:

(a) promptly notify the Landlord and make a claim under the insurance policy for the Property;

(b) notify the Landlord immediately if the insurer indicates that the Reinstatement Cost will not be recoverable in full under the insurance policy;

(c) use all insurance money received to repair the damage in respect of which the money was received or (as the case may be) to rebuild or reinstate the Property and make good any shortfall out of the Tenant's own monies;

(d) promptly take such steps as may be necessary and proper to obtain all planning and other consents to repair (or as the case may be) rebuild or reinstate the Property;

(e) subject to obtaining such consents, reinstate or rebuild the Property in a manner equivalent in size, quality, layout and facilities to the Property before the damage. If the relevant consents cannot be obtained then to reinstate or rebuild the Property in a manner and with facilities that are reasonably equivalent to those previously at the Property [provided always that:

(i) [the Tenant shall obtain the Landlord's prior approval to any alterations proposed to the size, quality or layout of the Property, such consent not to be unreasonably withheld or delayed.

(ii) the Property shall be rebuilt or reinstated to the reasonable satisfaction of the Landlord.

6.2      **The Tenant may meet the obligation in Clause 6.1 by arranging for the Landlord to insure the Property** The Landlord's insurance is subject to:

6.2.1    any exclusions, limitations, excesses and conditions that may be imposed by the insurers; and

6.2.2    insurance being available in the London insurance market on reasonable terms acceptable to the Landlord.

6.2.3    The Landlord shall not be obliged to insure any part of the Property installed by the Tenant

6.3      **Where the Landlord insures the Property the Tenant shall pay to the Landlord on demand:**

6.3.1    **the Insurance Rent;**

6.3.2    any amount that is deducted or disallowed by the insurers pursuant to any excess provision in the insurance policy; and

6.3.3    any costs that the Landlord incurs in obtaining a valuation of the Property for insurance purposes.

If the Landlord insures the Property together with other land, the amount of the Insurance Rent shall be a fair proportion of the total for the Property and the other land.

6.4      **Further where the Landlord insures the property** Tenant shall:

6.4.1    immediately inform the Landlord if any matter occurs 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 and shall give the Landlord notice of that matter;

6.4.2    not do or omit anything as a result of which any policy of insurance of the Property or any neighbouring property may become void or voidable or otherwise prejudiced, or the payment of any policy money may be withheld, nor (unless the Tenant has previously notified the Landlord and has paid any increased or additional premium) anything as a result of which any increased or additional insurance premium may become payable;

- 6.4.3 comply at all times with the requirements and recommendations of the insurers relating to the Property;
- 6.4.4 give the Landlord immediate notice of the occurrence of any damage or loss relating to the Property arising from an Insured Risk or of any other event that might affect any insurance policy relating to the Property;
- 6.4.5 not effect any insurance of the Property (except any plate glass at the Property), but if it becomes entitled to the benefit of any insurance proceeds in respect of the Property (other than in respect of plate glass) pay those proceeds or cause them to be paid to the Landlord; and
- 6.4.6 pay the Landlord an amount equal to any insurance money that the insurers of the Property refuse to pay by reason of any act or omission of the Tenant or any undertenant, their workers, contractors or agents or any person at the Property with the actual or implied authority of any of them.
- 6.5 The Landlord shall, subject to obtaining all necessary planning and other consents, use all insurance money received (other than for loss of rent) to repair the damage for which the money has been received or (as the case may be) in rebuilding the Property. The Landlord shall not be obliged to:
  - 6.5.1 provide accommodation identical in layout or design so long as accommodation reasonably equivalent to that previously at the Property is provided; or
  - 6.5.2 repair or rebuild if the Tenant has failed to pay any of the Insurance Rent; or
  - 6.5.3 repair or rebuild the Property after a notice has been served pursuant to clause 6.7.
- 6.6 If the Property is damaged or destroyed by a risk against which the Tenant is obliged to insure so as to be unfit for occupation and use then, unless the policy of insurance of the Property has been vitiated in whole or in part in consequence of any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person on the Property with the actual or implied authority of any of them, payment of the Annual Rent, or a fair proportion of it according to the nature and extent of the damage, shall be suspended until the Property has been reinstated and made fit for occupation and use, or until the end of three years from the date of damage or destruction, if sooner.
- 6.7 If, following damage to or destruction of the Property, the Landlord considers that it is impossible or impractical to reinstate the Property, the Landlord may terminate this lease by giving notice to the Tenant. On giving notice this lease shall determine but this shall be without prejudice to any right or remedy of the Landlord in respect of any breach of the tenant covenants of this lease. Any proceeds of the insurance (other than any insurance for plate glass) shall belong to the Landlord.

## **7. RATES AND TAXES**

- 7.1 The Tenant shall pay all present and future rates, taxes and other impositions and outgoings payable in respect of the Property, its use and any works carried out there, except:
  - 7.1.1 any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; or

7.1.2 any taxes, other than VAT and insurance premium tax, payable by the Landlord by reason of the receipt of any of the rents due under this lease.

7.2 If any rates, taxes or other impositions and outgoings are payable in respect of the Property together with other property, the Tenant shall pay a fair proportion of the amount payable.

7.3 The Tenant shall 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.

7.4 If, after the end of the term, the Landlord loses rating relief (or any similar relief or exemption) because it has been allowed to the Tenant, then the Tenant shall pay the Landlord an amount equal to the relief or exemption that the Landlord has lost.

## **8. UTILITIES**

8.1 The Tenant shall pay all costs in connection with the supply and removal of electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the Property.

8.2 If any of those costs are payable in relation to the Property together with other property, the Tenant shall pay a fair proportion of all those costs.

8.3 The Tenant shall comply with all laws and with any recommendations of the relevant suppliers relating to the use of those services and utilities.

## **9. VAT**

9.1 All sums payable by the Tenant are exclusive of any VAT that may be chargeable. The Tenant shall pay VAT in respect of all taxable supplies made to it 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.

9.2 Every obligation on the Tenant, under or in connection with this lease, to pay the Landlord or any other person any sum by way of a refund or indemnity, shall include an obligation to pay an amount equal to any VAT incurred on that sum by the Landlord or other person, except to the extent that the Landlord or other person obtains credit for such VAT under the Value Added Tax Act 1994.

## **10. DEFAULT INTEREST AND INTEREST**

10.1 If any Annual Rent or any other money payable under this lease has not been paid by the date it is due, whether it has been formally demanded or not, the Tenant shall pay the Landlord interest on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on a daily basis for the period beginning on the due date to and including the date of payment.

10.2 If the Landlord does not demand or accept any Annual Rent or other money due or tendered under this lease because the Landlord reasonably believes that the Tenant is in breach of any of the tenant covenants of this lease, then the Tenant shall, when that amount is accepted by the Landlord, also pay interest at the Interest Rate on that amount for the period beginning on the date the amount (or each part of it) became due until the date it is accepted by the Landlord.

## **11. COSTS**

- 11.1 The Tenant shall pay the costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses incurred (both during and after the end of the term) in connection with or in contemplation of any of the following:
- 11.1.1 the enforcement of the tenant covenants of this lease;
  - 11.1.2 serving any notice in connection with this lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of those sections, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court;
  - 11.1.3 serving any notice in connection with this lease under section 17 of the Landlord and Tenant (Covenants) Act 1995;
  - 11.1.4 the preparation and service of a schedule of dilapidations in connection with this lease; or
  - 11.1.5 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 in circumstances where the Landlord is not unreasonably to withhold it ).
- 11.2 Where the Tenant is obliged to pay or indemnify the Landlord against any solicitors' or other professionals' costs and expenses (whether under this or any other clause of this lease) that obligation extends to those costs and expenses assessed on a full indemnity basis.

## **12. 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.

## **13. SET-OFF**

The Annual Rent and all other amounts due under this lease shall be paid by the Tenant or any guarantor (as the case may be) in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## **14. ASSIGNMENTS**

- 14.1 The Tenant shall not assign or underlet this lease or otherwise part with or share possession of the Property save as permitted in 17.2.
- 14.2 The Tenant may permit the use of the Property or any part of it by hourly lettings.

## **15. REPAIRS AND MAINTENANCE**

- 15.1 The Tenant shall keep the Property clean and tidy and in good repair and condition.
- 15.2 The Tenant will maintain the Bowling Green in good repair and condition together with all boundary fences and hedges SAVE THAT the Landlord will trim the top and outside of the boundary hedges to the North, South and West boundaries

- 15.3 The Tenant shall not be liable to repair the Property to the extent that any disrepair has been caused by an Insured Risk, unless and to the extent that:
- 15.3.1 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, any undertenant or their respective workers, contractors or agents or any person on the Property with the actual or implied authority of any of them[; or
- 15.3.2 the insurance cover in relation to that disrepair is excluded, limited, is unavailable or has not been extended, as mentioned in **clause 6.2**.

**16. DECORATION**

- 16.1 The Tenant shall decorate the outside and the inside of the Property as often as is reasonably necessary and also in the last three months before the end of the term.
- 16.2 All decoration shall be carried out in a good and proper manner using good quality materials that are appropriate to the Property and the Permitted Use and shall include all appropriate preparatory work.
- 16.3 All decoration carried out in the last three months of the term shall also be carried out to the satisfaction of the Landlord and using materials, designs and colours approved by the Landlord.

**17. ALTERATIONS**

- 17.1 The Tenant shall not make any external or structural alteration or addition to the Property and shall not make any opening in any boundary structure of the Property without the consent of the Landlord, such consent not to be unreasonably withheld .
- 17.2 The Tenant shall not install any Service Media on the exterior of the Property nor alter the route of any Service Media at the Property without the consent of the Landlord, such consent not to be unreasonably withheld.
- 17.3 The Tenant shall not make any internal, non-structural alteration to the Property without the consent of the Landlord, such consent not to be unreasonably withheld.

**18. SIGNS**

- 18.1 In this clause **Signs** include signs, fascia, placards, boards, posters and advertisements.
- 18.2 The Tenant shall not attach any Signs to the exterior of the Property or display any inside the Property so as to be seen from the outside without the consent of the Landlord, such consent not to be unreasonably withheld.
- 18.3 Before the end of the term, the Tenant shall remove any Signs placed by it at the Property and shall make good any damage caused to the Property by that removal.
- 18.4 The Tenant shall allow the Landlord to fix to and keep at the Property any sale or re-letting board as the Landlord reasonably requires.

**19. RETURNING THE PROPERTY TO THE LANDLORD**

- 19.1 At the end of the term the Tenant shall return the Property to the Landlord in good repair and condition as required by this lease.

- 19.2 The Tenant shall remove items it has fixed to the Property, remove any alterations it has made to the Property and make good any damage caused to the Property by that removal.
- 19.3 At the end of the term, the Tenant shall remove from the Property all chattels belonging to or used by it.
- 19.4 The Tenant irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels or items it has fixed to the Property and which have been left by the Tenant on the Property for more than ten working days after the end of the term. The Landlord shall not be liable to the Tenant by reason of that storage or disposal. The Tenant shall indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.
- 19.5 If the Tenant does not comply with its obligations in this clause, then, without prejudice to any other right or remedy of the Landlord, the Tenant shall pay the Landlord an amount equal to the Annual Rent at the rate reserved immediately before the end of the term for the period that it would reasonably take to put the Property into the condition it would have been in had the Tenant performed its obligations under this clause. The amount shall be a debt due on demand from the Tenant to the Landlord.

**20. USE**

- 20.1 The Tenant shall not use the Property for any purpose other than the Permitted Use.
- 20.2 The Tenant shall not use the Property for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Landlord, its other tenants or any other owner or occupier of neighbouring property.
- 20.3 The Tenant shall not overload any structural part of the Property nor any machinery or equipment at the Property nor any Service Media at or serving the Property.

**21. COMPLIANCE WITH LAWS**

- 21.1 The Tenant shall comply with all laws relating to:
- 21.1.1 the Property and the occupation and use of the Property by the Tenant;
- 21.1.2 the use or operation of all Service Media and machinery and equipment at or serving the Property whether or not used or operated, and shall, where necessary, replace or convert such Service Media within or exclusively serving the Property so that it is capable of lawful use or operation;
- 21.1.3 any works carried out at the Property; and
- 21.1.4 all materials kept at or disposed from the Property.
- 21.2 Without prejudice to any obligation on the Tenant to obtain any consent or approval under this lease, the Tenant shall carry out all works that are required under any law to be carried out at the Property whether by the owner or the occupier.
- 21.3 Within five working days after receipt of any notice or other communication affecting the Property (and whether or not served pursuant to any law) the Tenant shall:

- 21.3.1 send a copy of the relevant document to the Landlord; and
- 21.3.2 take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may require.
- 21.4 The Tenant shall not apply for any planning permission for the Property without the Landlord's consent not to be unreasonably withheld.
- 21.5 The Tenant shall comply with its obligations under the CDM Regulations, including all requirements in relation to the provision and maintenance of a health and safety file. The Tenant shall maintain the health and safety file for the Property in accordance with the CDM Regulations and shall give it to the Landlord at the end of the term.
- 21.6 The Tenant shall 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.
- 21.7 As soon as the Tenant becomes aware of any defect in the Property, it shall give the Landlord notice of it. The Tenant shall 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.
- 21.8 The Tenant shall keep 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 reasonably recommended by them or reasonably required by the Landlord and shall keep that machinery, equipment and alarms properly maintained and available for inspection.

**22. BREACH OF REPAIR AND MAINTENANCE OBLIGATION**

- 22.1 The Landlord may enter the Property to inspect its condition and state of repair and may 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.
- 22.2 If the Tenant has not begun any works needed to remedy that breach within two months following that notice (or if works are required as a matter of emergency, then immediately) or if the Tenant is not carrying out the works with all due speed, then the Landlord may enter the Property and carry out the works needed.
- 22.3 The costs incurred by the Landlord in carrying out any works pursuant to this clause (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.
- 22.4 Any action taken by the Landlord pursuant to this clause shall be without prejudice to the Landlord's other rights, including those under clause 25.

**23. INDEMNITY**

The Tenant shall 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 any breach of any tenant covenants in this lease, or any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person on the Property with the actual or implied authority of any of them.

**24. LANDLORD'S COVENANT FOR QUIET ENJOYMENT**

The Landlord covenants with the Tenant, that, so long as the Tenant pays the rents reserved by and complies with its obligations in this lease, 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.

**24A OPTIONS TO DETERMINE ON NOTICE**

24A.1 If the Tenant wishes to determine this Lease at any time throughout the Term and gives the Landlord not less than 3 months written notice of that wish and up to the time of the determination pays the Rents and materially performs and observes the covenants in this Lease then on the expiry of the notice the Term is to cease and determine immediately but without prejudice to any rights or remedies that may have accrued

24A.2 If the Landlord wishes to determine this Lease at any time throughout the Term and gives the Tenant not less than 12 months written notice of that wish then on the expiry of the notice the Term is to cease and determine immediately but without prejudice to any rights or remedies that may have accrued

**25. RE-ENTRY AND FORFEITURE**

25.1 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:

25.1.1 any rent is unpaid 21 days after becoming payable whether it has been formally demanded or not;

25.1.2 any breach of any condition of, or tenant covenant in, this lease;

25.1.3 an Act of Insolvency.

25.2 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.

**26. THREE YEAR REVIEW**

The Landlord and Tenant agree to meet in the period of six months prior to the Review Date to review and discuss any issues or concerns arising in respect of this Lease

**27. JOINT AND SEVERAL LIABILITY**

27.1 Where the Tenant comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Tenant arising under this lease. The Landlord 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.

27.2 The obligations of the Tenant arising by virtue of this lease are owed to the Landlord and the obligations of the Landlord are owed to the Tenant.

27.3 The Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this lease, unless and until the Tenant has given the Landlord notice of the failure and the Landlord has not remedied the failure within a reasonable time of service of that notice **OR** 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.

**28. NOTICES, CONSENTS AND APPROVALS**

28.1 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:

28.1.1 in writing and for the purposes of this clause an e-mail is not in writing; and

28.1.2 given by hand or by pre-paid first-class post or other next working day delivery service at the party's registered office address (if the party is a company) or (in any other case) at the party's principal place of business; or

28.2 If a notice complies with the criteria in clause 28.1, whether or not this lease requires that notice to be in writing, it shall be deemed to have been received:

28.2.1 if delivered by hand, at the time the notice is left at the proper address;

28.2.2 if sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting; or

28.3 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.

28.4 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this lease.

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

28.5.1 it is given in writing and signed by the Landlord or a person duly authorised on its behalf; and

28.5.2 it expressly states that the Landlord waives the requirement for a deed in that particular case.

If a waiver is given, it shall not affect the requirement for a deed for any other consent.

28.6 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:

28.6.1 the approval is being given in a case of emergency; or

28.6.2 this lease expressly states that the approval need not be in writing.

28.7 If the Landlord gives a consent or approval under this lease, the giving of that consent or approval shall not imply that any consent or approval required from

a third party has been obtained, nor shall it obviate the need to obtain any consent or approval from a third party.

**29. GOVERNING LAW**

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

**30. JURISDICTION**

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

**31. [EXCLUSION OF SECTIONS 24-28 OF THE LTA 1954]**

31.1 The parties confirm that:

31.1.1 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, [not less than 14 days] before [this lease] was entered into [a certified copy of which notice is annexed to this lease];

31.1.2 [the Tenant] [[NAME OF DECLARANT] 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 [a certified copy of which [statutory] declaration is annexed to this lease]; and

31.1.3 there is no agreement for lease to which this lease gives effect]

31.2 The parties agree that the provisions of sections 24 to 28 of the LTA 1954 are excluded in relation to the tenancy created by this lease.]

**32. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

A person who is not a party to this lease shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this lease. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

In witness whereof this document has been executed as a deed and delivered on the date first stated above.

Executed as a deed by **Thorpe St  
Andrew Town Council** acting by  
two Councillors

.....

Signature of Councillor

.....

Signature of Councillor

.  
[

Executed as a deed by **Thorpe  
Recreation Bowls Club** acting by  
**two trustees**, in the presence of:

.....

Signature of Trustee]

.....

Signature of Trustee

..

[SIGNATURE OF WITNESS]

[NAME,

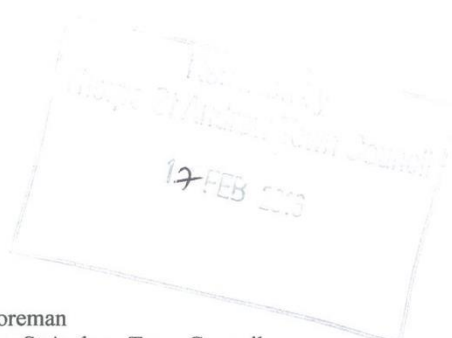
ADDRESS

OCCUPATION]



Norwich and Central Norfolk  
68, St Augustine's Street,  
Norwich, Norfolk NR3 3AD

Bereavement Support: 01603 219977  
Business/Administration: 01603 496334  
Email: [norwich@cruse.org.uk](mailto:norwich@cruse.org.uk)



Mr Foreman  
Thorpe St Andrew Town Council  
Dussindale Community Centre  
Pound Lane  
Thorpe St Andrew  
NR7 0SR

12 February 2016

Dear Mr Foreman

On behalf of Norwich and Central Norfolk Cruse Bereavement Care I am writing to you in advance of your financial year end to enquire whether you have any unallocated expenditure that could be considered as a charitable donation.

We offer sympathetic, compassionate and confidential support to the bereaved by highly trained volunteers, through one to one support work, an enquiry helpline, Monday morning social group, information, training and outreach. Cruse is often the only place people have to turn when someone has died.

Bereavement touches us all at some point in our lives and we want to continue being there for as many people as possible should they need it in their time of need. It can be so important to provide the right help at the right time to enable the bereaved to move on and rebuild their lives. Our team of dedicated and expertly trained volunteers can make a such a difference.

The support provided to clients is free and so we rely on fundraising and donations to rent the building we work from, pay the utility bills, provide refreshments, print publications, train volunteers and provide an outreach service. We only have two part-time paid members of staff and therefore rely heavily on volunteers.

Please find enclosed a leaflet giving additional information about our service and if you are able to make a donation (cheques should be made payable to Norwich Cruse Bereavement Care) it would be much appreciated and help to ensure we continue with this vital work. If you have any questions, please do not hesitate to contact me by email at [norwichcrusefundraiser@outlook.com](mailto:norwichcrusefundraiser@outlook.com).

Yours sincerely

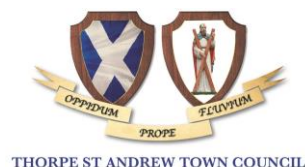
Caroline Morton, Fundraiser

*Somewhere to turn when someone dies*

Royal Patron: Her Majesty The Queen  
Registered Charity No. 208078  
A Company Limited by Guarantee No 638709 (London).  
Reg. Office. Unit 0.1, 1 Victoria Villas, Richmond TW9 2GW

Supported by

# Thorpe St Andrew Town Council



**Town Council : 7<sup>th</sup> March 2016**

## **SAM 2 Speed Reports**

**Agenda Item: 211**

### **Reason for this Report**

This report has been written to provide Members with the results of the Plumstead Rd East speed and traffic data over a four week period. The charts with this information are attached.

### **Background**

The Town Council purchased the SAM2 signs through the Parish Partnership scheme with Norfolk County Council. The data from Plumstead Rd East is attached and labelled.

The SAM2 signs are to be fitted on the Ring Road as requested.

### **Advice**

There is no advice relating to this item.

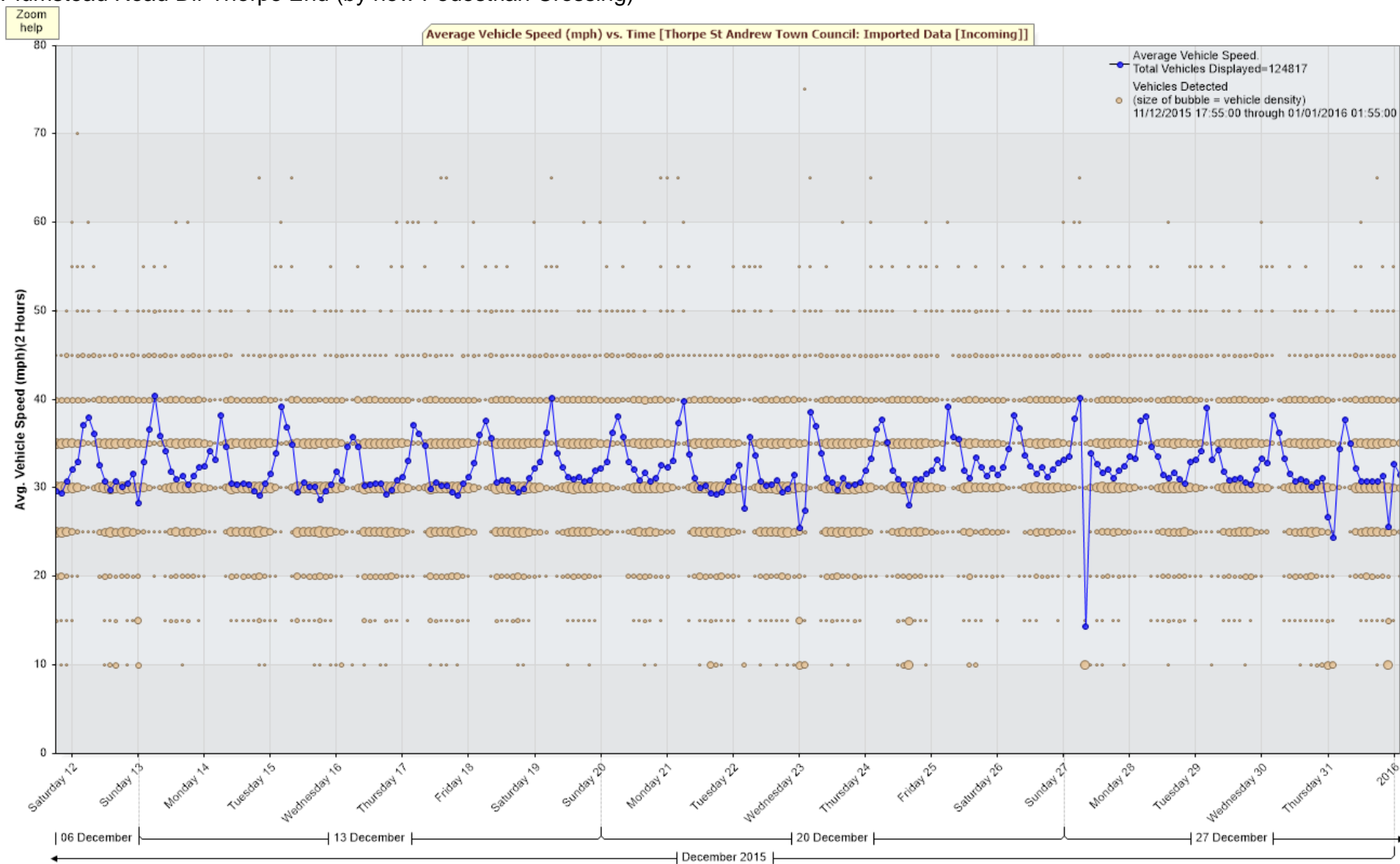
### **Legal Implications**

All decisions and actions taken by or on behalf of Thorpe St Andrew Town Council must (1) be within the local powers of the Authority; (2) comply with any procedural requirement imposed by law; (3) be within the powers of the body or person exercising powers on behalf of the Authority; (4) be undertaken in accordance with the Authority procedural rules inc. Standing Orders and Financial Regulations; (5) be fully and properly informed; (6) be properly motivated; (7) be taken with regard to the fiduciary duty of the Authority to its residents; and (8) be reasonable and proper.

### **Financial Implications**

There are no financial implications arising from this report.

# Plumstead Road Dir Thorpe End (by new Pedestrian Crossing)



# Plumstead Rd Dir City Centre

