

The Lease is made the twentieth day of June One thousand nine hundred and sixty six between Hagley Parish Council (hereinafter called "the landlords" which expression shall where the context so admits include the persons for the time being entitled to the reversion immediately expectant on the determination of the term hereby created) of the one part and Alfred Henry Chattin of "Philante" Chapel Street, West Hagley, in the County of Worcester and William Nicholls of 48, Kidderminster Road, West Hagley, aforesaid Trustees of the Hagley Community Association (hereinafter called "the Trustees" which expression shall where the context so admits include their successors in title) of the other part.

Witnesseth as follows:

1. In consideration of the expense to be incurred by the Trustees in the erection of a Community Centre hereinafter mentioned and of the rent and covenants on the part of the Trustees hereinafter reserved and contained the Landlords hereby demiso unto the Trustees ALL THAT piece or parcel of land situate at Hagley in the County of Worcester and for the purpose of identification more particularly delineated on the plan attached hereto and thereon edged red together with the right for the Trustees and the occupiers of the Community Centre to be erected on the said piece of land and his or their servants or licensees to pass and repace with or without vehicles and animals over and along the right of way coloured brown on the said plan for all purposes connected with the use and enjoyment of the demised land but not for any other purpose whatsoever except and reserved unto the Landlords at all times hereafter the right of passage and of running of water and soil from the adjoining and neighbouring land and the buildings now or hereafter to be erected thereon through the sewers drains pipes and channels upon or under the land hereby demised and to make connections with such sewers drains pipes and channels or any of them for the purpose of exercising the said right of passage and of running of water and soil to hold the same unto the Trustees from the twentieth day of June One thousand nine hundred and sixty six for the term of ninety nine years Upon the trusts and subject to the payors and provisions set out in the Schedule hereto paying thereafter during the first and succeeding years of the said term of rent of one peppercorn if demanded.
2. Provided always that the Trustees shall not be entitled to any right of access of light or air to any buildings to be erected on the demised land which would restrict or interfere with the user of any adjoining or neighbouring land for building or any other purpose and further that no estate or interest in the soil of the road or roads or footpaths adjacent to the said land hereinbefore described is or shall be deemed to be included in the demise hereinbefore contained.
3. The Trustees hereby jointly and severally covenant with the Landlords as follows:-
 - (1) Forthwith to erect within a period of five years a Community Centre and outbuildings sewers and drains and boundary walls and fences in accordance with the plans elevations sections and specifications which have been approved by the Landlords' Architect and to the satisfaction of such Architect.
 - (2) In executing such works as aforesaid to conform to the provisions of any statute or order applicable thereto and to the bye-laws regulations and planning schemes of the Local Authority having authority in that behalf in the district where the demised premises are situate and to pay and keep the Landlords indemnified against all claims for the fees charges fines penalties and other payments whatsoever which may become payable to or be demanded by the said authority in relation thereto

- (3) To repair and keep in tenantable repair the said Community Centre to be erected on the land hereby demised and all additions thereto and all other buildings at any time erected or standing thereon and all sewers and drains and the fences or walls marked "T" on the said plan.
 - (4) To paint with two coats of good oil paint in a workmanlike manner all the wood iron and other parts of the said Community Centre to be erected and of all other buildings and erections for the time being upon the land hereby demised heretofore usually painted as to the external work in every fourth year and as to the internal work in every seventh year the time in each case being computed from the date hereof and in each case the painting to be done in the last year of the term hereby created as well and after every such paint to grain varnish distemper wash stop whiten and colour all such parts as have previously been or are usually so dealt with and to repaper the parts usually papered in line manner all the inside of the said Community Centre and of all other buildings and erections for the time being upon the land hereby demised
 - (5) To permit the Landlords and their surveyors or agents with or without workmen and others twice or oftener in every year during the said term at reasonable times to enter upon the land hereby demised and the buildings thereon and every part thereof to examine the state and condition of the same and thereupon the Landlords may serve upon the Trustees notice in writing specifying any repairs necessary to be done and requires the Trustees forthwith to execute the same and if the Trustees shall not within thirty days after service of such notices proceed diligently with the execution of such repairs then to permit the Landlords to enter upon the demised premises and execute such repairs and the cost thereof shall be a debt due from the Trustees to the Landlords and be forthwith recoverable by action.
 - (6) Not to build or permit or suffer to be built or erected any building (save as hereinbefore provided) on the demised premises or to make any additions or alterations to any buildings on the land hereby demised except in accordance with plans elevations sections and specifications previously approved by the Landlords' Architect for the time being and to pay the fees of such Architect in relation thereto.
 - (7) To keep the said Community Centre insured in the joint names of the Landlords and Trustees from loss or damage by fire in the sum of Fourteen thousands pounds at least
 - (8) To use the demised premises for the purpose of a Community Centre for the benefit of the residents of the Parish of Hagley and surrounding districts PROVIDED however that the Trustees may sub-let the demised premises for the benefit of the Community Centre
 - (9) Not to do or permit or suffer to be done upon the said demised premises or any part thereof anything which may be or become a nuisance annoyance or cause damage or inconveniences to the Landlords or the Lessees or Tenants of the Landlords or the occupiers of any adjoining or neighbouring houses.
4. If any of the covenants on the Trustees part therein contained shall not be performed or observed or if the Community Association shall cease to exist or be wound up then and in any such case it shall be lawful for the Landlords at any time thereafter to enter upon the said demised premises or in any part thereof in the name of the whole and thereupon this demise shall absolutely determine.

5. The Landlords hereby covenant with the Trustees that the Trustees paying the rents hereinbefore reserved and performing and observing the covenants conditions and agreements on the part of the Trustees hereinbefore contained shall reasonably hold and enjoy the demised premises for the term hereby granted with any interruption by the Landlords or any person lawfully claiming through under or in trust for him

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first before written.

THE SCHEDULE above referred to

1. The property hereby demised (hereinafter called "The Trust Property") shall be held upon trust as a Community Centre for the use of a Community Association formed to promote the benefit of the inhabitants of the Parish of Hagley and the neighbourhood (hereinafter called "the area of benefit") without distinction of sex or of political or other opinions by the advancement of education and the provision of facilities in the interests of social welfare for recreation and leisure time occupation with the object of improving the conditions of life for the said inhabitants
2. The management and control of the Trust Property shall be vested in the Council of the Hagley Community Association (hereinafter called "the Council") and the Council shall provide the Trustees with sufficient funds to meet all such expenditure in connection with the Trust Property as the Trustees may be liable for
3. If any Council by a majority decides at any time that on the ground of expense or otherwise it is necessary or advisable to discontinue the use of the Trust Property in whole or in part for the purposes hereinbefore indicated it shall call a meeting of all members of the Hagley Community Association and of the inhabitants of the area of benefit of the age of eighteen years and upwards of which meeting not less than twenty one days notice (stating the terms of the resolution to be proposed thereat) shall be posted in a conspicuous place or places in the area of benefit and advertised in a newspaper circulating in the area of benefit and if such decision shall be confirmed by a majority of those present and voting at such meeting all or any part of the Trust property may be let or sold with such consent as may be required by law. All moneys arising from such letting or sale (after satisfaction of any liabilities properly payable thereout) shall be applied in the purchase of other premises approved by the Council and shall be held upon the trusts for the purposes and subject to the provisions hereinbefore set forth (including this power) or as near thereto as circumstances will permit or towards such other charitable purposes for the benefit of the inhabitants of the area of benefit as the Council may decide and as may be approved by the Charity Commissioners or the Secretary of State for Education and Science.
4. The number of Trustees shall be not less than two and not more than four
5. A trustee shall cease to be a Trustee if he sends to the Secretary for the time being of the Council a notice in writing of his intention to resign and his resignation is accepted by the Council or if he is adjudged bankrupt or makes a composition or arrangement with his creditors or if he is disqualified for being elected as or being a Trustee by reason of corrupt or illegal practice
6. The power of appointing a new Trustee or new Trustees of this Deed shall be vested in the Council

Signed sealed and delivered by Mr A H Chattin and Mr W Nicholls

It is hereby certified that the transaction hereby affected does not form part of the larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of Four thousand five hundred pounds

Signed by members of the Hagley Parish Council and the Clerk.