

Dated

The second day of July

2015

**THE SWANSEA AND BRECON
DIOCESAN TRUST (INCORPORATED)**

and

THE FELINFACH COMMUNITY COUNCIL

L E A S E

relating to

the Children's Play Area

Felinfach

In the County of Powys

**Charles Crookes
Solicitors
8a High Street
Brecon Powys
LD3 7AL**

LAND REGISTRATION ACT 2002

- LR 1 Date of Lease *2nd July* 2015
- LR2 Title Number(s)
- LR2.1 Landlords Title number CYM 172512
- LR2.2 Other Title numbers
- LR3 Parties to this Lease
- Landlord
**THE SWANSEA AND BRECON DIOCESAN TRUST
(INCORPORATED)**
- Tenant
THE FELINFACH COMMUNITY COUNCIL
- Other Parties
None
- LR4 Property
In the case of a conflict between this clause and the
Remainder of this Lease, then, for the purposes of
Registration this clause shall prevail
- Children's Play Area Felinfach in the County of Powys
being land in title number CYM 172512
- LR5.1 Statements prescribed under rules 179 (dispositions
in favour of a charity, 180 (dispositions by a charity)
or 196 (leases under the Leasehold Reform, Housing
and Urban Development Act 1993) of the Land
Registration Rules 2003.
- The land disposed of under the terms of this lease is held by
the Swansea and Brecon Diocesan Trust (Incorporated) on
trust for the benefit of the Parish of Llandefalle with Llyswen
with Boughrood with Llanstephan with Talachddu, a non-
exempt charity, but this lease is one falling within section
117(3) (a) (i) of the Charities Act 2011.
- LR5.2 This lease is made under, or by reference to provisions of

None

- LR6 **Term for which the Property is leased**
The term is as follows: 20 years from 1ST October 2015
- LR7 **Premium**
None
- LR8 **Prohibitions or restrictions on disposing of this Lease**
Include which ever of the two statements is appropriate
~~This lease does not contain a provision that prohibits~~
~~or restricts dispositions~~
OR
This lease contains a provision that prohibits or restricts
dispositions
- LR9 **Rights of acquisitions etc**
- LR9.1 **Tenants contractual rights to renew this lease, to**
acquire the reversion of another lease of the Property
or to acquire an interest in other land
None
- LR9.2 **Tenant's covenant to (or offer to) surrender this Lease**
None
- LR9.3 **Landlord's contractual rights to acquire this lease**
None
- LR10 **Restrictive covenants given in this lease by the**
landlord in respect of land other than the property
None
- LR11 **Easements**
- LR11.1 **Easements granted by this lease for the benefit**
of the Property
None
- LR11.2 **Easements granted or reserved by this lease over the**
Property for the benefit of other property
None

LR12

Estate rent charge burdening the Property
None

LR13

Applications for standard form of restriction
The Parties to this lease apply to enter the
following standard form of restriction
[against the title of the Property] or [against
title number _____]
None

LR14.

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

The Tenant is more than one person. They are to hold the Property
on trust

THIS LEASE is made the 2nd day of July Two Thousand and Fifteen
BETWEEN SWANSEA & BRECON DIOCESAN TRUST (INCORPORATED)

(hereinafter called the "Landlord" which expression shall where the context so admits include the person for the time being entitled to the reversion immediately expectant on the term hereby created) of the one part and
(hereinafter called the "Tenant") of the other part

WITNESSETH as follows:-

1. In consideration of the rent and the covenants by the Tenant hereinafter reserved and contained the Landlord **HEREBY DEMISES** unto the Tenant **ALL THAT** piece or parcel of ground situate at Felinfach in the County of Powys all which said land is contained in title number CYM172512 and shown edged red on the plan annexed hereto (hereinafter called the "Demised Premises") **TO HOLD** the same unto the Tenant for the term of 20 years from the 1st day of October Two Thousand and Fifteen paying therefore rent in the sum of £100 per annum from the 1st October 2015 up to and including the 30th September 2024 and £150 per annum from the 1st October 2024 until the end of the term such rent to be paid in advance the first such payment being due on the date of signing hereof such payments to be made without deduction
2. The Tenant **HEREBY COVENANTS** with the Landlord to observe and perform the provisions and stipulations contained in the Schedule hereto
3. The Landlord **HEREBY COVENANTS** with the Tenant that the Tenant observing and performing the provisions and stipulations contained in the Schedule hereto shall peaceably hold and enjoy the Demised Premises during the said term without any interruption by the Landlord or any person rightfully claiming under or in trust for it

4. **PROVIDED** always and is hereby agreed and declared as follows:-

(i) if the reserved rent or any part thereof shall be in arrears for 21 days (whether formally demanded or not) or if there shall be a breach of any stipulation or provision contained in the Schedule hereto or if the use as a children's play area and community recreation field of the Demised Premises shall cease then the Landlord may re-enter on the Demised Premises and thereupon the term hereby created shall forthwith determine without prejudice to the Landlord's rights and remedies in respect of any such breach

(ii) on the determination of the tenancy or within one month thereafter if the reserved rent shall be duly paid up to such determination and there shall not be any unsatisfied breach of any stipulations or provisions contained in the Schedule hereto the Tenants shall remove all or any buildings structures or fixtures placed by them on the Demised Premises unless the Landlord shall before (or if the Tenancy is determined otherwise than by fluctuation of time then within two weeks after) such determination give notice to the Tenant of its intention to purchase the same or any of them at a price to be agreed upon between the parties or in default of such agreement by two valuers (one to be appointed by each party) or their umpire in the usual manner

(iii) if the Landlord desires that this demise shall be determined then the same may be determined by giving to the Tenant not less than three years notice of such determination and if the Tenant desires that this demise shall be determined then the same may be determined by giving to the Landlord not less than six months' notice of such determination and after the expiration of the said notice this present demise shall thenceforth cease and determine without prejudice to any claim which either party may have against the other in respect of any breach of the stipulations and provisions hereof

(iv) any notice under this Lease shall be in writing and may be served by the person on whom it is to be served either personally or by in the case of the Landlord serving it on the Landlord at 8a High Street Brecon Powys LD3 7AL and in the case of the Tenant on the Clerk to the Community Council care of Delyth Anne Rowlands of Delmar, Felinfach, Brecon, Powys LD3 0UE or any future Clerk to the Felinfach Community Council upon the Tenant serving the Landlord with notice of a change of address for the purpose of serving notice under the terms of this lease or if that address is not known by posting a notice on site all notices served by post shall be served by prepaid recorded or registered post on the individual to be served

5. Statement in compliance with the Charities Act 2011 Section 122 (2)

The Landlord confirms that:

The land disposed of under the terms of this lease is held by the Swansea and Brecon Diocesan Trust (Incorporated) on trust for the benefit of the Parish of Llandefalle with Llyswen with Boughrood with Llanstephan with Talachddu, a non-exempt charity, but this lease is one falling within paragraph (a) of section 117(3) (a) (i) of the Charities Act 2011.

6. Charities Act 2011 Certificate

The directors of the Swansea and Brecon Diocesan Trust (Incorporated) (Company number: 00211214) whose registered office is 8A High Street, Brecon, Powys LD3 7AL being the persons who have general control and management of its administration hereby certify that they have the power under the provisions establishing it as a charity and regulating its purposes and administration to effect this disposition and that they have complied with the provisions of the said sections 117- 121 so far as applicable to this disposition.

IN WITNESS whereof the Landlord has by two directors hereunto set their hands and, two members of the Felinfach Community Council ^{MARGARET} GWENDOLINE JONES and CERI LIDNEY MORGAN have hereunto set their hands the day and year first hereinbefore written

THE SCHEDULE hereinbefore referred to
Tenants Obligations

1. To pay the reserve rent at the times and in the manner aforesaid
2. To discharge all existing and future rates taxes assessments and outgoings whatsoever imposed on or payable by the owner or occupier of the Demised Premises
3. To keep all hedges fences and gates upon the Demised Premises always in good repair and condition
4. To use the Demised Premises and any buildings erected thereon and any equipment or structures erected thereon as a children's play area and community recreation area only or for such other purposes (if any) as may be sanctioned or approved in writing from time to time by the Landlord
5. Not to erect any building or other structure on the Demised Premises except as may first be approved by the Landlord or its architect after submission to it by the Tenant of the proposed plans and elevations thereof
6. To make such alterations and no others in the character and general arrangement of the Demised Premises as may be necessary or desirable for the laying out and maintaining of the Demised Premises in accordance with clause 5 hereof as may be approved by the Landlord
7. To maintain the grounds and any apparatus erected on the play area in good and substantial condition and in accordance with the requirements of health and safety
8. To indemnify the Landlord from and against all actions costs claims and demands in respect of the use of the Demised Premises

9. Not to assign underlet or part with possession of the Demised Premises or any part thereof
10. To permit the Landlord and its duly authorised agents at all reasonable times to enter the Demised Premises to inspect the condition thereof and for all other reasonable purposes
11. If the Tenant shall be entitled to remove all or any apparatus buildings or structures erected on the Demised Premises to pull down or remove the same in a workmanlike manner so as not to cause any damage to the Demised Premises and forthwith after such removal to restore the site thereof so far as possible to its present condition and to pay to the Landlord proper and adequate compensation for any damage caused by or resulting from such removal
12. To deliver up the Demised Premises at the termination of the term in a condition consistent with the foregoing provisions

EXECUTED as a **DEED**)
by the Swansea and)
Brecon Diocesan Trust)
(Incorporated))
acting by two directors in)
the presence of:)

John Funnell-Brown
.....
Director

Griffiths
.....
~~Director~~ SECRETARY

Witness signature:

Witness (print name):

Address:

Occupation:

EXECUTED as a DEED)
by the said MARGARET)
GWENDOLINE JONES)
in the presence)
of:)

G. Jones

Witness signature:

Anthony W Hears

Witness (print name):

ANTHONY W HEARS

Address:

32 Monk St

Abergavenny

Monk

Occupation: solicitor

EXECUTED as a DEED)
by the said)
CERI LIDNEY MORGAN)
in the presence)
of:)

Ceri L Morgan

Witness signature:

Anthony W Hears

Witness (print name):

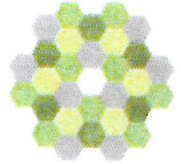
As above

Address:

Occupation:

Land Registry
Official copy of
title plan

Title number **CYM172512**
Ordnance Survey map reference **SO0833SE**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Powys**



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Crystalline
+ John Funnell (Brewer)
G. Jones.
Law & Morgan