

MINUTES OF A PATTINGHAM AND PATSHULL PARISH COUNCIL MEETING HELD ON MONDAY 19th JUNE AT PATTINGHAM VILLAGE HALL, HIGH STREET, PATTINGHAM

Present: Councillors: Councillors R Lines (Chairman), D Billson (Vice Chairman), T Mason, J Dyas, M Finch and Mrs A Davies

Also present: Mrs J Spaul Clerk, 3 members of the public.

Public Forum

3 members of the public from the area of Clive Road and Moor Lane attended the meeting.

They have been experiencing increasing issues with youths gathering on the bench till as late as 3am. They have called the Police and they have attended but this has not solved the problem. They came to ask the Parish Council to remove the bench so as the youths are moved away from this residential area.

Councillor J Dyas said he would liaise with the PCSO on this matter as there are other areas experiencing problems also in the village.

They also asked why the verges were being weed sprayed and the grass being killed off. It was noted that this is the County Council and they spray the areas around signs, kerb edges, grass verges etc. to limit the amount of strimming their contractors do. The Clerk will forward the concerns of the residents to Andy Cousins.

116/17 APOLOGIES FOR ABSENCE

Cllrs S Hubble, Mrs S Hughes, Mrs J Burton MBE, K James, W Hurford and G Deane sent their apologies for the meeting.

117/17 DECLARATIONS OF INTEREST/ DISPENSATIONS

There were no declarations of interest.

118/17 MINUTES OF THE PREVIOUS MEETING

The minutes of the meeting held on the 15TH May 2017 approved and signed as a true record of the proceedings of those meeting.

119/17 COUNTY AND DISTRICT COUNCILLORS TO ADDRESS THE COUNCIL

County Council Report for Pattingham Parish Council Meeting on Monday, 19th.June 2017. Was noted as Councillor K James was not in attendance.

On the commencement of the forthcoming Council Year for Staffordshire County Council. It was proposed that members be appointed to Committees for duties in the current year. These appointments have involved my selection to the County Planning Committee. This body deals with New School developments. Sand and Gravel Quarries and new road installations across the County. I will also attend the Countryside and Rights of Way Panel. As a member of the County Council, I shall represent the County on the Fire and Rescue Service. Their meetings will be at the Stone Headquarters in Staffordshire.

On Your Patch Meeting was recently arranged by the County Council Community Liaison Officer, Sarah Garner. Several Organizations were represented and described their work within the Community. These included topics concerning Child Protection and Family matters. South Staffordshire Community Voluntary Action deals with improving lives and connecting communities in South Staffs. Other Agencies can be contacted for Start up business proposals to receive assistance to progress with projects by looking at the South Staffordshire Website for information that is available through them.

As reported at the last Parish Report, the County Council Community Fund is commencing now that the General Election has ended. Applications for a maximum of £750.00. can be granted subject to qualifying as a local Community Project. In the first instance, a form will be available by contacting me through Parish Council Clerks or direct by telephone.

Councillor T Mason reported:-

For those councillors who are not already aware I have been appointed Chairman of the planning committee of South Staffs Council for the current council year. I also retain the position of Vice Chairman on the council's Asset Investment Scrutiny Panel but have relinquished the Vice Chair position on the Audit Committee.

As a result of recommendations made by the district council's 2016/17 challenge panel, which I chaired, the clerk and I have a meeting on Friday 16th June to investigate how parish council's Facebook Pages and websites can be used to provide residents with more information about council services, employment opportunities and what is available in South Staffs. Due to my involvement in the panel it was agreed that Pattingham and Patsull be used as a model for further investigation into what might be possible. This is an agenda item later on.

I have as District Councillor received pre-application consultation papers with regard to the proposed installation of Telecommunications Equipment at St Chads Church. We need to submit any comments by 27th June, at which point a formal planning application will be submitted. The clerk has forwarded copies of the proposal to you all separate from this report.

The details received re St Chads Church are attached as appendix 1 to these minutes.

120/17 TO DISCUSS ITEMS OUTSTANDING FROM THE COUNTY COUNCIL

The outstanding items for the County are below:-

Accompanied Horse sign

Missing chevron warning of right hand bend on Patshull Road

The sign marking the bend on the Wolverhampton Road has fallen down.

On the Rudge Road, a 30mph sign is turned the wrong way.

Speed table / bump for the entrance to Dodds Field.

The Clerk will progress these items with Cllr K James and the County for the next meeting.

121/17 TO DISCUSS REMOVING THE BENCH ON CLIVE ROAD / MOOR LANE DUE TO ASB

An email from concerned residents (who also attended this meeting) has been received re the increasing ASB around the bench at the above location. Youths are gathering on the

bench sometimes till 3am in the morning. In addition to the noise on a regular basis there is a large amount of litter left also that residents clear up.

Members agreed to engage the contractor J Teague to remove the bench and make good the area with a maximum budget of £250.

Cllr M Finch reported also that he had experienced issues relating to ASB in the last week. On the field he had a leaf blower damaged by youths on the field and also had comments made to him. He was told to report any incidents of this nature to the Police on 101, so that there is a record of the incidents as evidence that there is a problem in Pattingham. Residents should also report any incidents directly to 101.

122/17 SPONSORING THE SCARECROW FESTIVAL

The Parish Council agreed to sponsor "Printing of Festival Posters" @ £250 for the coming Scarecrow Festival.

123/17 TO DISCUSS FORMING A PLAYING FIELDS SUB-COMMITTEE

At the last meeting, the Chairman asked members to consider having a Playing Field Sub Committee to deal with issues relating to the Playing Fields. It was agreed to defer this item for a future agenda.

It was noted at the present time there are no teams booked to play on the field, and the marking out of the pitch and new goal posts are still to be organised. The Council would like to prioritise local organisations if possible to play on the field.

The Clerk will check the conditions set in the grant for the work to the playing fields from Sport England.

124/17 REPLACING THE CCTV SYSTEM AT THE VILLAGE HALL

The CCTV had been turned off altogether at the village hall by mistake as the box was beeping. This flags up serious concerns over its location and security. This will be raised at the next Village Hall Committee.

The Chairman is still getting quotes to replace the system.

125/17 UPDATE ON THE CHANGING ROOMS

Cllr S Hubble sent the report below:-

Pattingham Playing Fields – Changing Rooms update 17th June 2017-06-18

"I am away until 30th June but pleased to report that further progress has been made.

- The floors throughout both changing rooms and the referees room have been power washed and swept out and look much improved.
- The broken and loose tiles have been cemented back in place.

- After trying other options, I consulted Stiebel (the manufacturers) regarding the faulty water heater and they put me in touch with their local engineer who has inspected and tested the unit extensively. A major electric control unit has failed and the labour costs to strip all the electrics to fit a new one make it more economical to replace the whole heater. He is buying direct from Stiebel and emailing a price to me in next couple of days. I have agreed to meet him to fit the new heater on Saturday morning 1st July.
- Although I have done some washing down of the walls they have not come totally clean so we need to refresh some of the paint but patch painting should do it. I think the original looks like "County Cream" or similar... If anyone feels in the mood please feel free to pop in whilst I am away.
- The only other item is a good soaking with Viakal or similar of the sinks and sanitary ware and a wash down before we open for business. Again, feel free whilst I am away.
- Pleased to reportAll within budget!!! "

It was noted that the Church Fete is on the 1st July the same day the shower unit is to be replaced at 9am. The fete organisers allow some of the traders to link into the power supply from the changing rooms. However, the fete does not start till 2pm, so work should be completed by 12pm so this should not be a problem for the use of the power from the changing rooms.

126/17 LEASE FOR BURNHILL GREEN UPDATE

The Clerk has checked the insurance implications with Came and Company re landlord insurance and this is covered under public liability.

The lease is attached as appendix 2 to these minutes. Members authorised the lease and for the Clerk and the Chairman to sign on behalf of the Parish Council.

127/17 FIXED ASSET SCHEDULE

Asset	Purchase Value	Insurance Value	Insurance Value
		2015/16	2016/17
Bus Shelter		9842.88	9941.31
Metal Bike Stand		505.11	510.17
Exterior Notice Board		1373.99	1387.73
4 Benches		3050.31	3080.82
Wooden Carved Village Sign		4765.97	4813.63
Commemorative Notice at		1833.63	1851.97

Burnhill Green			
Bench at Burnhill Green		761.97	769.59
Granite Plaque Burnhill Green		366.24	369.91
Festoon Lighting and Electrical box		7324.70	7397.95
2 Nature boards		5183.83	5235.67
Gates and Fences		981.96	991.78
Fence and Wall around playing field		19063.88	19254.52
Office Contents		1123.07	1134.30
Personal computer & equipment		1917.30	1936.48
Lawn mower		738.38	745.77
Badge of Office		280.46	283.27
Pattingham playing Fields changing rooms		137917.00	139296.17
Youth Shelter		10609.00	10715.09
<i>Playground Equipment</i>	59150.11	59150.11	59741.62
<i>MUGA Tennis courts</i>		43709.08	44146.17
<i>Playing fields</i>	0	0	76380.92
Total		£310,498.87	£389984.84

On the Insurance schedule for 2016/17, the only item the Clerk could tie back with last year was the Changing rooms. This had been increased by 1%, so she has increased all of the items by 1% and the balance is the additional items added to the policy in June 2016.

The Chairman and the Clerk will be checking all of the assets along with Cllr J Dyas and report back what needs to be added or removed from the Insurance policy and Fixed Asset register.

128/17 TO DISCUSS MOVING FUNDS FROM NATIONWIDE TO SANTANDER

The Clerk reported that she had written to Nationwide again to ask how to withdraw the funds and to confirm the signatories, so that the funds can be transferred to Santander. She has received a letter stating who the signatories are and that to close the accounts one of the signatures on each account, must take the book to the bank with ID and request a cheque for the closing balance. Cllr J Dyas will meet the signatories at the bank if there are any issues.

The Clerk has experienced some problems with the Santander account, when the May statement was received, the account had been changed into the Clerks name. The Clerk contacted them immediately and they have changed the name back, but in conversations with the bank, they have informed the Clerk the only person with access to make any changes or talk to the bank is Cllr Mrs J Burton MBE. The Clerk has prepared a letter for Cllr Mrs J Burton to sign (which she has) to change the contact point and address to the legal officer the Clerk.

129/17. SIGNAGE FOR THE PARK

Councillor D Billson has prepared several types of signs for the park, after a lengthy debate members agreed on 2 sign types, one for the area by the children play area and top gate to the upper field, stating no dogs allowed in this area. The remaining 3 access points to have a sign stating dogs allowed on the perimeter of the lower field. The Clerk to obtain costs for printing the signs for the next meeting.

130/17. DAMAGE TO THE BUS STOP

The bus stop has received some major damage. It was noticed a couple of weeks ago by a member of the public. The Clerk reported it to the County Council as soon as she was notified.

Members agreed that the Clerk should report the matter to the police to get a crime number and submit an insurance claim to the Councils insurers.

131/17 IT LINKING SSDC WEBSITE TO PATTIGNHAM WEBSITE

The Clerk and Cllr T Mason met with the District Council on the 16th June.

The Clerk has changed the website colours and also edited the site so when viewing it on android phones it is better presented. The District Council suggested that with the Facebook page, the Clerk likes the District Council, (and also County and Police sites have been added to this) which enables anything posted to be automatically put onto the Facebook page for the public to see.

There is a grant from the National Lottery available which the District Councils IT service based in Stratford have encouraged and assisted other Councils to apply for a sum of £5000 to improve their websites. There is a hosting / support fee of £1000 to pay to the Stratford external IT Department for 5 years. Then the balance can be used to buy new equipment, projector, laptop etc, and develop the website.

Members agreed that the Clerk should apply for the grant on the Council's behalf.

132/17 CLERKS REPORT

Request made to Helen Marshall for Traffic officers – email received in confirmation.

Planning Applications

17/00471/FUL 17 Newgate Pattingham
Single and two storey rear extension comprising of kitchen extension, new play room and new bedroom suite

- 17/0046/FUL The Old Gymnasium, Patshull Park, Burnhill Green
17/00457/LBC Changes to internal layout and demolition and replacement of sun room to north side of property and new vehicular parking.
- 17.00535.FUL 32 Clive Road, Pattingham
First floor front extension above existing garage
- 17/00521/FUL 6 Greenway Gardens, Pattingham
Single and 2 storey extensions

Matters to Note

The Men's Den, Cyber Safe Staffordshire, Correspondence re DDA footpaths, Arriva correspondence. A message was received by the Chairman and Councillor T Mason re a member of the public being stranded in Wolverhampton as the busses now run every 2 hours not hourly.

The Clerk to contact the member of the public directly and explain this is a County Council issue and she will forward the message to them.

The above items were noted.

133/17 ACCOUNTS FOR PAYMENT

<u>Chq No</u>	<u>Payee</u>	<u>Description</u>	<u>Total Inc VAT</u>
722820	J Teague	Gravel laying Marlbrook Lane	£124.00
722821	J Teague	Installing Kissing Gate	£263.53
722822	Total Turf Solutions	Last payment for Drainage Project	£1,080.00
722823	Pattingham Baby & toddler	Grant	£500.00
722824	EE	Telephone bill x 1 month	£30.56
722825	J Spaul	June	£565.52
722826	Inland Revenue	June	£146.21
722827	J Spaul	litter pickers and printing costs	£49.95
722828	Dittons	Grounds Maintenance	£1,125.00
722829	Viking	Stamps and Ink Cartridge	£93.67
722830	A Horton	Grounds Maintenance	£130.00
722831	Information Commissioner	Data Protection	£35.00
722832	Dave Billson	Paint and plants for Tubs	£44.07
	Total		£4,187.51

Income

£0.00

134/17 ACCOUNTS FROM APRIL 2017 TO MAY 2017

The accounts are set out as appendix 3 to these minutes.

135/17 ITEMS FOR FUTURE AGENDA

Closing date for items for the next agenda is 17TH July 2017

ASB issues and request Police to attend the meeting

Dog signs

Update on CPI grant

Wider improvement plan for the village

136/17 DATE OF NEXT MEETING

The date of the next meeting was noted as **Monday 24TH July 2017** at 7.30pm

Crime and Disorder Implications

Section 17 of the Crime and Disorder Act 1998 places a duty on local authorities to consider the crime and disorder implications when exercising its functions with due regard to likely effect of the exercise of those functions and to do all that is reasonable to prevent crime and disorder in its area.

Where relevant any decisions made at the Parish Council meeting have taken this duty of care into consideration.

Code of Conduct Dispensations

The only way in which a Councillor can speak about an item that they have an interest in is if they have been granted a dispensation by their Council. A request for a Dispensation has to be made in writing to the Clerk and to be granted by decision of the Council, so it must form an item of business on the agenda.

Appendix 1 to the minutes of the 19th June



Ref A08977

13th June 2017

Councillor Terry Mason
via email
t.mason@sstaffs.gov.uk

Dear Councillor Mason,

PLANNING CONSULTATION FOR INSTALLATION OF TELECOMMUNICATIONS EQUIPMENT AT ST CHADS CHURCH, PATSHULL ROAD, PATTINGHAM, WEST MIDLANDS WV6 7DU.

We are planning consultants retained by NET to submit planning applications on behalf of Telefónica O2 UK Limited and Vodafone Limited who recently entered into a network sharing agreement. This arrangement allowed each company to share the other party's installation. In September 2012 approval was received from the Office of Fair Trading for the formation of a new company – Cornerstone Telecommunications Infrastructure Ltd (CTIL). We submit the following pre-consultation correspondence in accordance with the traffic light rating model.

A proposed scheme has been drawn up for the installation of telecommunications equipment at St Chads Church. Enclosed are drawings A08977 – CTIL – 100, 201, 202, 301, 302, 401, 402, 403, 404, 405, 406, 501, 502 – B. The proposed development is for:

"The installation of 3No. antennas to be located behind replica replacement Glass Reinforced Plastic (GRP) louvres, the installation of equipment cabinets to be located internally within the church tower and ancillary development."

As the church is Grade II* listed and in Pattingham Conservation Area, a sensitive proposal has been drawn up. The majority of works are internal but it is required to swap out the louvres in the chamber with GRP which allows the signal to transmit. The louvres will be replaced by specialist crafts people and will be coloured and textured to exactly replicate the existing louvres. The equipment cabinets will be located internally within the church tower. We consider that there will be no material alteration to the church in this respect therefore a notification will be submitted to the Local Planning Authority.

Additionally, the proposed work falls within the Ecclesiastic Exemption (Listed Buildings and Conservation Areas) Order 1994 and therefore a Listed Building application under the Planning (Listed Buildings and Conservation Areas) Act 1990 is not required.

Norfolk House
7 Norfolk Street
Manchester
M2 1DW

T: +44 (0)8449 02 03 04
F: +44 (0)161 956 4009

gva.co.uk

GVA is the trading name of GVA Centley Limited registered in England and Wales number 6382509. Registered office, 3 Brindleyplace, Birmingham B1 2JB. Regulated by RICS.

Birmingham Bristol Cardiff Dublin
Edinburgh Glasgow Leeds Liverpool
London Manchester Newcastle



As mobile phone use grows – more than 90% of the population now owns a mobile phone – customers expect to be able to use their mobiles and tablets in all locations, as they have become intrinsic to our personal and professional lives.

Health and safety is at the very heart of the way Vodafone/O2 conduct their business and they are very conscious of their responsibility to local communities and others affected by their business.

Therefore, NET on behalf of Vodafone/O2 will provide an ICNIRP certificate, which states that the installation complies with the health and safety standards.

In order to give you time to send your comments to us, NET have made a commitment to allow at least 14 days before any application is submitted to the local planning authority. This 14-day period starts from the date at the top of this letter.

If you require any further information please do not hesitate to contact Rebecca Skerrett on 0161 956 4305 or rebecca.skerrett@gva.co.uk.

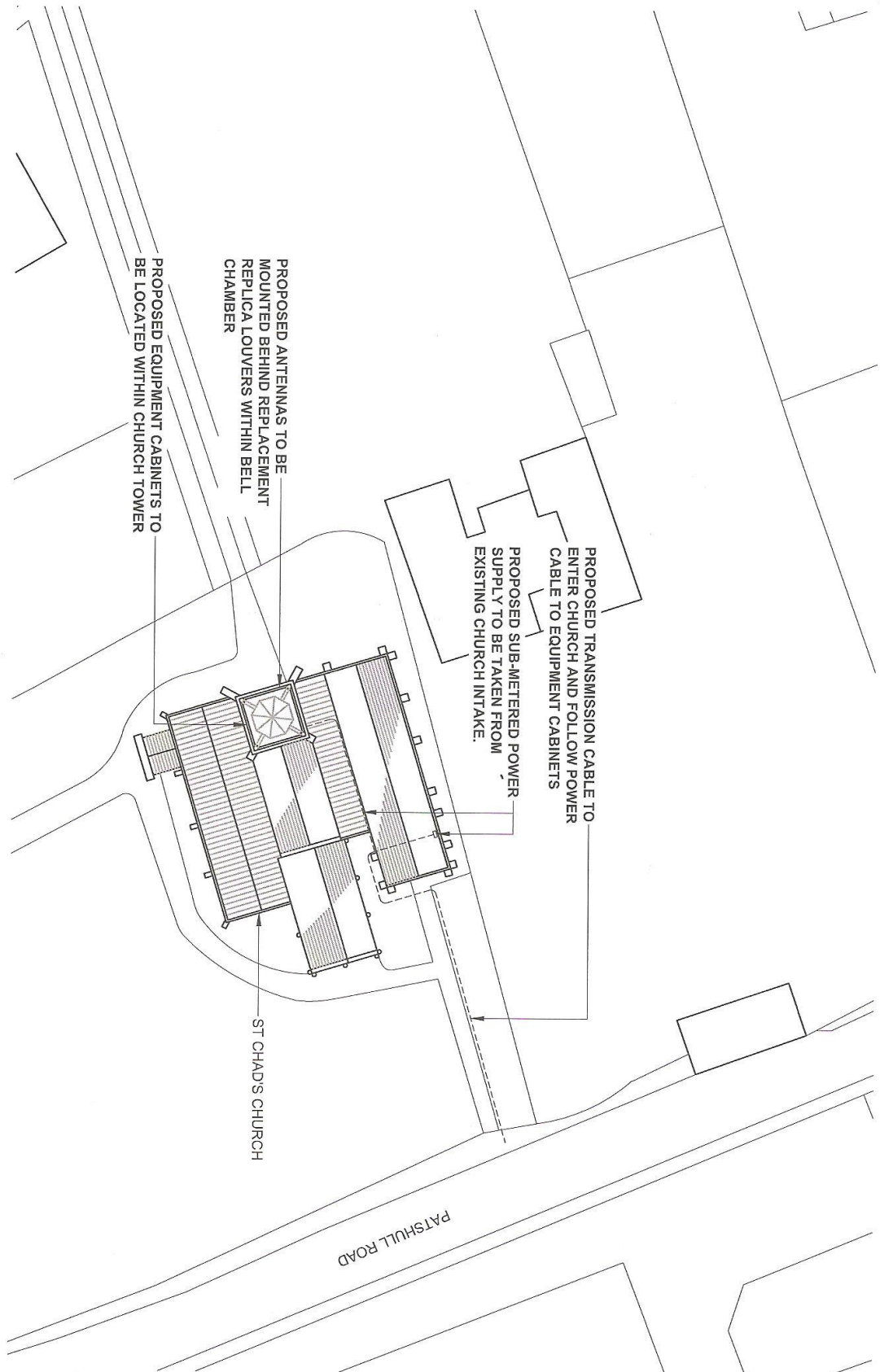
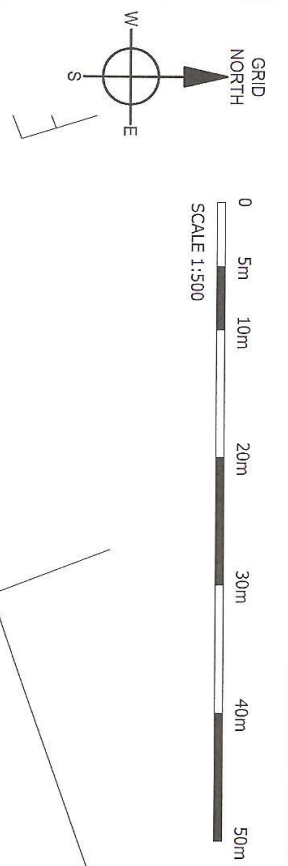
Yours sincerely



Rebecca Skerrett
GVA GRIMLEY LTD.
For and on behalf of CTIL

Enc. A08977 – CTIL – 100, 201, 202, 301, 302, 401, 402, 403, 404, 405, 406, 501, 502 – B

- CC. Councillor Terry Mason, Bell ringers, St Chads Primary School



Date: 2017

Landlord:

The Crown Estate Commissioners
on behalf of Her Majesty The Queen

Tenant:

Pattingham and Patshull Parish Council

Premises:

The Village Green and playing fields at Burnhill
Green, Patshull

Commercial Lease on the Rural Estate over seven years


**Borges
Salmon**

The Crown Estate
1 St James's Market
London
SW1Y 4AH

LR1 DATE OF LEASE 2017

LR2 TITLE NUMBER(S)

LR2.1 Landlord's title number(s) SF183

LR2.2 Other title numbers None

LR3 PARTIES TO THIS LEASE

"Landlord" The Crown Estate Commissioners
acting on behalf of Her Majesty the
Queen of 1 St James's Market, London
SW1Y 4AH

"Tenant" Pattingham and Patshull Parish Council
of 153 Enville Road, Kinver DY7 6BN

LR4 PROPERTY The Property defined as the "Premises"
in clause 1

**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.**

LR5 PRESCRIBED STATEMENTS ETC.

LR5.1 Statements prescribed under rules None

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

LR5.2 This Lease is made under, or by Not applicable
reference to, provisions of:

**LR6 TERM FOR WHICH THE PROPERTY IS
LEASED**

The "Term" is as follows:

The Term defined in this lease in clause
1

LR7 PREMIUM

None

**LR8 PROHIBITIONS OR RESTRICTIONS ON
DISPOSING OF THIS LEASE**

This Lease contains a provision that
prohibits or restricts dispositions.

LR9 RIGHTS OF ACQUISITION ETC.

LR9.1 Tenant's contractual rights

None

to renew this Lease

**to acquire the reversion or another
lease of the Property, or**

to acquire an interest in other land

**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

None

**Lease over the Property for the benefit
of other property**

LR12	ESTATE RENT CHARGE BURDENING THE PROPERTY	None
LR13	APPLICATION FOR STANDARD FORM OF RESTRICTION	None
LR14	DECLARATION OF TRUST WHERE THERE IS MORE THAN ONE PERSON COMPRISING THE TENANT	Not applicable

TABLE OF CONTENTS

1	DEFINITIONS	5
2	LETTING	8
3	TENANT'S COVENANTS	8
4	LANDLORD'S COVENANTS	11
5	RENT REVIEW	11
7	TERMINATION OF TENANCY	14
8	FURTHER MUTUAL AGREEMENTS	14
	SCHEDULE 1 - Tenant's Rights	Error! Bookmark not defined.
	SCHEDULE 2 - Plan	Error! Bookmark not defined.

PARTIES

- (1) **HER MAJESTY THE QUEEN**
- (2) **THE CROWN ESTATE COMMISSIONERS** on behalf of Her Majesty acting in exercise of the powers conferred by the Crown Estate Act 1961 ("the Commissioners")
- (3) **PATTINGHAM AND PATSHULL PARISH COUNCIL** of 153 Enville Road, Kinver DY7 6BN ("the Tenant")

DEFINITIONS

In this lease the words and phrases used have the following meanings

Act	the Landlord and Tenant Act 1954
Authority	any statutory public local or other authority or any court of law or any government department or any of their duly authorised officers
Break Dates	on the fifth and tenth anniversary of the Start Date
Break Right Holder	Either party
Conduits	pipes drains wires cables and other means of transporting the Services including any related structures and equipment
Employee	any individual employed or engaged by any person in the management of any part of the Premises and/or in any activities carried out by the Tenant or any other person at, from or in respect of any part of the Premises
Enactment	any Act of Parliament or subordinate legislation or any European Community legislation or decree having effect of law in the United Kingdom and any regulations or codes of practice made thereunder or any requirements of an Authority
Insured Risks	(to the extent that insurance against the following risks can be arranged with a reputable insurance office at reasonable cost representing value for money and on reasonable terms but excluding any risks for which insurance is not available at any time in the London insurance market at a reasonable premium) risks of loss or damage by fire storm flood lightning explosion aircraft (except hostile aircraft) and other aerial devices, articles

dropped from aircraft, riot, civil commotion, malicious damage, impact, bursting and overflowing of water tanks apparatus and pipes and such other risks insured by the Tenant or considered prudent by the Landlord

Interest Rate	3% above the base rate of Barclays Bank Plc or any other London clearing bank chosen by the Landlord
Landlord	for so long as the Premises form part of The Crown Estate the Crown Estate Commissioners of 1 St James's Market, London, SW1Y 4AH and afterwards whoever from time to time is entitled to the reversion to the Premises
Landlord's Services	any services provided by the Landlord including but not limited to the repair of any Conduits
Legal Obligations	any obligation created by any Enactment which relates to the Premises or its use
Notice	not less than six months prior written notice
Premises	the property known as the Village Green and playing fields at Burnhill Green, Patshull shown tinted pink on the attached plan
Rent	£100 plus VAT per annum payable by equal instalments in advance on the Rent Days by standing order
Rent Day	25 March in each year the first payment of Rent being payable on the Start Date
Rent Review Date	on the fifth anniversary of the date of this lease
Services	electricity water gas foul drainage, surface water drainage and any other services to which the Premises are connected at the date of this lease
Start Date	25 March 2017
Successor	any person to whom the Employee's employment (or any liability relating to the Employee's employment) transfers or would transfer pursuant to the TUPE Regulations as a result of or in connection with the expiry or termination, in whole or in part, of this lease. The parties confirm that, without limitation, the Successor could be the Landlord, a purchaser(s), tenant(s), licensee(s) or other occupier(s) of part or all of

the Premises, and any contractor(s) (or sub-contractor of such contractor) of the Landlord and any purchaser(s), tenant(s), licensee(s) or other occupier(s) of part or all of the Premises

Tenancy	the tenancy granted by this lease
Term	a term starting on the Start Date and expiring on 24 March 2032
TUPE Regulations	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended from time to time)
Use	A village green and playing field for the purpose of formal and informal leisure and recreation

In this lease unless the context otherwise requires:

words importing one gender only include every gender, words importing the singular include the plural and vice versa, and words importing persons include firms and companies and vice versa;

"the Landlord" includes the person for the time being entitled to the reversion immediately expectant upon the determination of the Tenancy;

"the Tenant" includes the person for the time being entitled to the Tenancy;

where there are two or more persons included in the expression "the Tenant" the obligations of such persons under this lease shall be joint and several;

any reference to "the Premises" includes any part or parts thereof;

any sum payable by one party to the other shall be exclusive of Value Added Tax which shall where it is chargeable be paid in addition to and at the same times as the sum in question;

any provision not to do an act or thing imports an obligation not to cause to permit such act or thing to be done;

any reference to any Enactment, legislation or to codes of practice guidance notes or similar documents issued by or on behalf of the government includes reference to that legislation code of practice guidance note or similar document as amended or replaced from time to time and to any subordinate legislation made under such legislation

if at any time a period of notice referred to in this Tenancy is in breach of any Enactment for any purpose there shall be deemed to be substituted for such purpose the minimum period of notice required by such Enactment

for so long as the Premises forms part of The Crown Estate, a covenant made by or implied on behalf of the Commissioners is made by the Commissioners acting in exercise of the powers of the Crown Estate Act 1961. No covenants, agreements or obligations are given by Her Majesty or anyone who reigns after Her. No liability is imposed on Her Majesty or anyone who reigns after Her nor on the Commissioners in

any personal or private capacity. With effect from the date on which the Premises ceases to form part of The Crown Estate, such covenants are treated as being made by the person from time to time entitled to the reversion to the Premises. All liability on the part of the Commissioners in respect of any such covenant will cease from that date

LETTING

The Landlord lets the Premises to the Tenant for the Term SUBJECT to such title matters and third party rights as affect the Premises

EXCEPTING AND RESERVING from the Tenancy to the Landlord

The right for the Landlord and all persons authorised by them with or without vehicles animals machinery and plant to enter on any part of the Premises at all reasonable times for the purposes set out below and for all other reasonable purposes

All mines and minerals including all substances in or under the Premises of a kind ordinarily worked or removed by underground or surface working with power to search for win dress and make merchantable and carry them away from the Premises and from neighbouring land over the Premises and to execute all incidental works including the right to let down the surface of the land

The right to grant rights to third parties over the Premises but retaining for the Landlord the full benefit of any payments made for those rights or any existing rights

The right to use lay repair connect to and renew existing or new Conduits or other works and to carry out surveys and ground inspections the Tenant being paid reasonable compensation for all damage caused to him by the exercise of such rights

All existing rights of way (if any) enjoyed across the Premises for the benefit of other property of the Landlord

The Landlord agrees in common with the Tenant that members of the public in the local area shall be permitted to make use of the Premises for recreational activities, including lawful sports and pastimes

TENANT'S COVENANTS

The Tenant covenants with the Landlord as follows

Rent

To pay the Rent without set-off or deductions (whether legal or equitable) on the Rent Days and in the manner required by this lease (whether demanded or not)

Interest

To pay interest at the Interest Rate on all sums due by the Tenant to the Landlord under this lease for the period from the due date to the date of actual payment

Outgoings

To pay rates taxes and outgoing relating to the Premises during the Term and to pay promptly to the Landlord on demand all reasonable and proper charges the Landlord may make for the Landlord's Services

Repair

To put, keep, maintain, repair and replace and leave clean and in good repair and condition the Premises

Grounds Maintenance

As often as may be necessary to maintain a tidy appearance to cut and treat the grass in a good and workmanlike manner

Signs

Notwithstanding clause 3.11(c), to erect within three months of the Start Date and thereafter maintain a sign or signs on the Premises stating that use of the Premises by the public is within the permission of the landowner and can be withdrawn

Use

Only to use the Premises for the Use

Not to do anything that is dangerous, offensive, illegal or immoral or anything that is or may become a nuisance or annoyance to people who own, live or work in any neighbouring property

Not to live or sleep in the Premises or hold public meetings or auctions in them

Not to block any Conduits or to overload them or to allow any polluting or hazardous substances to be on or discharged from the Premises or otherwise to cause any contamination or pollution at, under or from the Premises

Not to commit any wilful or voluntary waste on all or any part of the Premises

To notify the Landlord immediately upon vacating the Premises during the Term

Not to erect a fence, hedge or any other boundary feature on the Premises

Information

To supply immediately on receipt to the Landlord a copy of any notice or proceedings served upon the Tenant concerning the Premises or any report or survey relating to the Premises prepared by or for the Tenant

To supply free of charge to the Landlord a copy of any charge over the Tenant's business assets at the time the charge is completed

On termination of this Tenancy (or earlier upon written request) to supply any documents held by the Tenant which are required to enable the Premises to be occupied in accordance with this lease

To notify the Landlord in writing as soon as possible of any disrepair that is the responsibility of the Landlord

Legislation

Immediately to comply with any Legal Obligations and to produce all notices orders directions or other correspondence relating to the Premises to the Landlord and to permit the Landlord to take a copy

Alienation

Not to assign, sublet, charge, part with or share possession or occupation of the Premises.

The Tenant shall not assign the whole or any part of this lease.

Alterations and improvements

Not to alter, remove or make additions to the Premises or any item of fixed equipment nor erect any new buildings or other item of fixed equipment nor make any other improvements to the Premises without the prior written consent of the Landlord

the Tenant shall not apply for planning permission in respect of the Premises without the Landlord's prior written consent such consent not to be unreasonably withheld;

not to display any signs, posters, advertisements or similar items on the Premises except for the sign or signs as referred to in clause 3.6;

immediately before termination of this lease to reinstate any alterations or additions if requested to do so

Costs

To indemnify the Landlord against all costs incurred by the Landlord in connection with any application for approval or consent in or in contemplation of enforcing their rights or the Tenant's covenants under this lease (including the service of notices and the preparation and service of any schedule of dilapidations)

Yield up

On termination of this lease to hand back the Premises to the Landlord with vacant possession in a clean and tidy condition having removed all the Tenant's property or signs permitted under clause 3.10(d) and any rubbish

In the last three months of the Term the Tenant shall permit the Landlord to display a notice for re-letting or selling the Premises

Any goods belonging to the Tenant at the end of the Term may, if they are left on the Premises, be sold by the Landlord on behalf of the Tenant and the sale proceeds thereafter shall be passed to the Tenant after deduction of the Landlord's properly incurred expenses

Employees

To indemnify the Landlord and keep the Landlord indemnified (for its benefit and the benefit of any Successor) against all and any costs, expenses, liabilities, damages and losses arising out of any claim, demand, action or

proceeding which is made or brought against the Landlord and/or any Successor at any time by virtue of the operation or alleged operation of the TUPE Regulations:

As a result of any failure by the Tenant to comply with its obligations under regulations 11, 13 and/or 14 of the TUPE Regulations;

By or on behalf of any Employee in connection with or as a result of an Employee's employment and/or its termination at any time (whether by the Tenant, Landlord or any Successor); and/or

By any person who is not an Employee but who alleges that their employment, or any liabilities arising from or in connection with their employment, should transfer or has transferred to the Successor, including, without limitation, any dismissal or alleged dismissal of any such person or Successor

LANDLORD'S COVENANTS

The Landlord covenants with the Tenant as follows:

Quiet enjoyment

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

RENT REVIEW

Review Formula

On each Rent Review Date the Rent shall be varied by applying the following formula:

$$A = B \times \frac{C}{D}$$

Where:

A = the revised Rent payable after the review

B = the amount of Rent payable immediately before the date of such review

C = the "all Items" figure of the Index of Retail Prices published by the Office for National Statistics or any successor Authority (the "**RPI figure**") published in respect of the last complete month immediately before the date upon which the Rent is due to be reviewed or if the Index of Retail Prices is no longer published then a reasonably comparable index

D = the RPI figure published for the last complete month immediately before the date of this lease (or if later immediately before the date of the last review of the Rent)

but is otherwise to remain fixed

Change to Index

If the reference base used to compile such Index changes after the date of this lease the figure taken to be shown in the Index after the change shall as far as reasonably possible be the figure which would have been shown in the Index if the reference base current at the date of this lease had been retained

Notice of Variation

The Landlord shall give written notice to the Tenant of any variation to the Rent as soon as possible after the date when the Rent is to be reviewed (but the Tenant's liability to pay any reviewed Rent from the Rent Review Date shall not be affected by any failure by the Landlord to give such written notice)

6 INSURANCE

Tenant to insure

The Tenant covenants to take out and maintain insurance in the sum of £10 million with a reputable insurance provider at all times during the Term in the joint names of the Landlord and the Tenant (or with the Landlord's interest noted on the policy) against:

damage to the Premises by the Insured Risks (or such other risks as the Landlord may reasonably request from time to time) with an insurance company approved by the Landlord

all employer's and public liability risks;

(a) all risks arising out of the Tenant's liabilities and obligations under this lease.

Extent of insurance cover

The insurance policy the Tenant takes out to cover the items mentioned in clause 6.1 must cover an amount sufficient at all times to meet replacement or reinstatement costs including demolition; site clearance; the cost of compliance with Authority requirements; the fees of lawyers, architects, surveyors, consulting engineers and other professionals to be employed by the Landlord or the Tenant (or both) in connection with the replacement or reinstatement; and VAT payable thereon.

Production of policy

The Tenant covenants to produce the insurance policies taken out under clauses 6.1 and 6.2 (with evidence that they are in force) on demand, and to notify the Landlord from time to time of any material changes in the risks covered by the insurance policies.

Tenant's covenants

The Tenant covenants:

not to do anything or fail to do something that will or may cause any insurance policy taken out under clause 6.1 and 6.2 or any other insurance policy taken out by any third party to be void or voidable, and;

to indemnify the Landlord against any losses, charges, costs or expenses (including any increase in premium) resulting from any breach of this clause 6;

to notify the Landlord of any Insured Risk that occurs or any other matter which ought reasonably to be notified to the underwriters or insurance office responsible for the insurance policies;

to comply with the conditions of the insurance policies and requirements of the relevant insurer;

to notify the Landlord of any activity, event or other matter occurring or likely to occur on the Premises and which may affect the validity of the insurance policies;

to use reasonable endeavours to ensure that the insurers waive rights of subrogation against the Landlord on standard insurers' terms

Rebuilding

If loss or destruction of the items or produce mentioned in paragraph 6.1(a) (or any of them) occurs, the Tenant covenants immediately to use the full amount of the insurance money (except sums received for loss of rent) to reinstate or replace the Premises.

The Tenant shall meet any shortfall in the insurance proceeds

Any repair, rebuilding or reinstatement of the Premises must be carried out according to such plans and specifications as the Landlord approve in writing, employing architects surveyors and other professional advisers approved by the Landlord (such approval not to be unreasonably withheld) and obtaining warranties from professional advisers on terms approved by the Landlord (such approval not to be unreasonably withheld)

Damage to other property

The Tenant covenants not do or fail to do something that causes or may cause loss or damage to any property forming part of The Crown Estate.

Fire risk

The Tenant covenants:-

- (b) to take all reasonable precautions to safeguard the Premises and any adjoining or nearby property owned by the Landlord against fire and other risks.
- (c) not to do or allow on the Premises any act or omission that will or may increase the risk of fire on the Premises.

Landlord's rights

If the Tenant does not take out and maintain the insurance policies required by this lease or does not show the policies and evidence that they are in force in accordance with paragraph 0, then the Landlord may take out such insurance cover as they decide, and the Tenant shall then repay the Landlord on demand as a debt all the premiums and all other expenses paid or incurred by the Landlord as a result.

Termination

If the Premises are destroyed or badly damaged and the Tenant has not been allowed to start to repair or rebuild them for three years from the date the damage occurred the Landlord or the Tenant then either may give to each other at any time after that three year period (but not after the Tenant has started rebuilding or repairing the Premises, having obtained all necessary permissions) at least 6 months' notice to end this lease. When that notice ends the insurance proceeds (and any additional money required to repair or rebuild the Premises) will be paid out in full to the Landlord and this lease will end without prejudice to the Landlord's right to enforce any existing breaches of this lease.

TERMINATION OF TENANCY

The Landlord and the Tenant agree:

Termination of Whole

The Break Right Holder shall have the right to terminate this lease by serving Notice on the other party to expire on a Break Date

On the expiry of the Notice this lease shall end but without prejudice to any right of action of the Landlord in respect of any previous breach by the Tenant of this lease

Forfeiture

If the whole or any part of the Rent (or any other sum reserved as rent) remains unpaid twenty-one days after becoming due (whether demanded or not); or

If any of the Tenant's covenants in this lease are not performed or observed; or

If the Tenant (or any of those comprising the Tenant who is an individual) proposes or enters into any composition or arrangement with his creditors generally or any class of his creditors; or is the subject of any judgment or order which is not complied with within seven days or is the subject of any execution or distress levied on the Premises; or is the subject of an application or order or appointment under sections 253 or 286 of the Insolvency Act 1986; or is unable to pay or has no reasonable prospect of being able to pay his debts within the meaning of section 268 of the Insolvency Act 1986; or

If the Tenant (being a company) is the subject of a petition presented or an order made or a resolution passed for appointing an administrator or winding up such company; or a receiver or administrative receiver is appointed of the whole or any part of the undertaking, property, assets or revenue of the company; or agrees to declare a moratorium or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or ceases or threatens to cease to carry on its business

the Landlord may without prejudice to any other rights they may have at any time (and notwithstanding the waiver of any previous rights of re-entry) re-enter the Premises or any part of it whereupon the Tenancy shall end

FURTHER MUTUAL AGREEMENTS

Set-off

The Landlord may deduct from any compensation due to the Tenant all sums due from the Tenant to the Landlord

Failure by Tenant to effect repairs

If the Tenant fails to execute repairs for which he is liable under this lease or to comply with the conditions for works relating to alterations or improvements to which the Landlord has consented within one month of receiving from the Landlord a written request specifying the necessary works and calling on him to execute them then the Landlord may enter and execute such works and recover the reasonable costs from the Tenant as a debt immediately after the completion of such repairs or works

Exclusion of Sections 24-28 of the Act

The parties confirm that:

the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the Act, applying to the tenancy created by this lease, before this lease was entered into;

Jenny Spauld who was duly authorised by the Tenant to do so made a statutory declaration dated on 2017 in accordance with the requirements of section 38A(3)(b) of the Act; and

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

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

Whole Agreement and Representations

This lease contains the whole agreement between the Landlord and the Tenant relating to the transaction contemplated by the grant of this lease and the Tenant covenants that he does not in entering into this lease rely on any representation or warranty other than those expressly set out in this lease or contained in any written replies given by or on behalf of the Landlord to any written enquiries raised by or on behalf of the Tenant

Landlord's Address

For the purposes of the Landlord and Tenant Act 1987 the Landlord's address at which notices and proceedings should be served is as specified in clause 1 or at such other address as the Landlord may notify to the Tenant in writing

Contracts (Rights of Third Parties) Act 1999

The parties do not intend that any term of this lease should be enforceable by any third party as provided by the Contracts (Rights of Third Parties) Act 1999 but any third party right which exists or is available independently of that Act is preserved

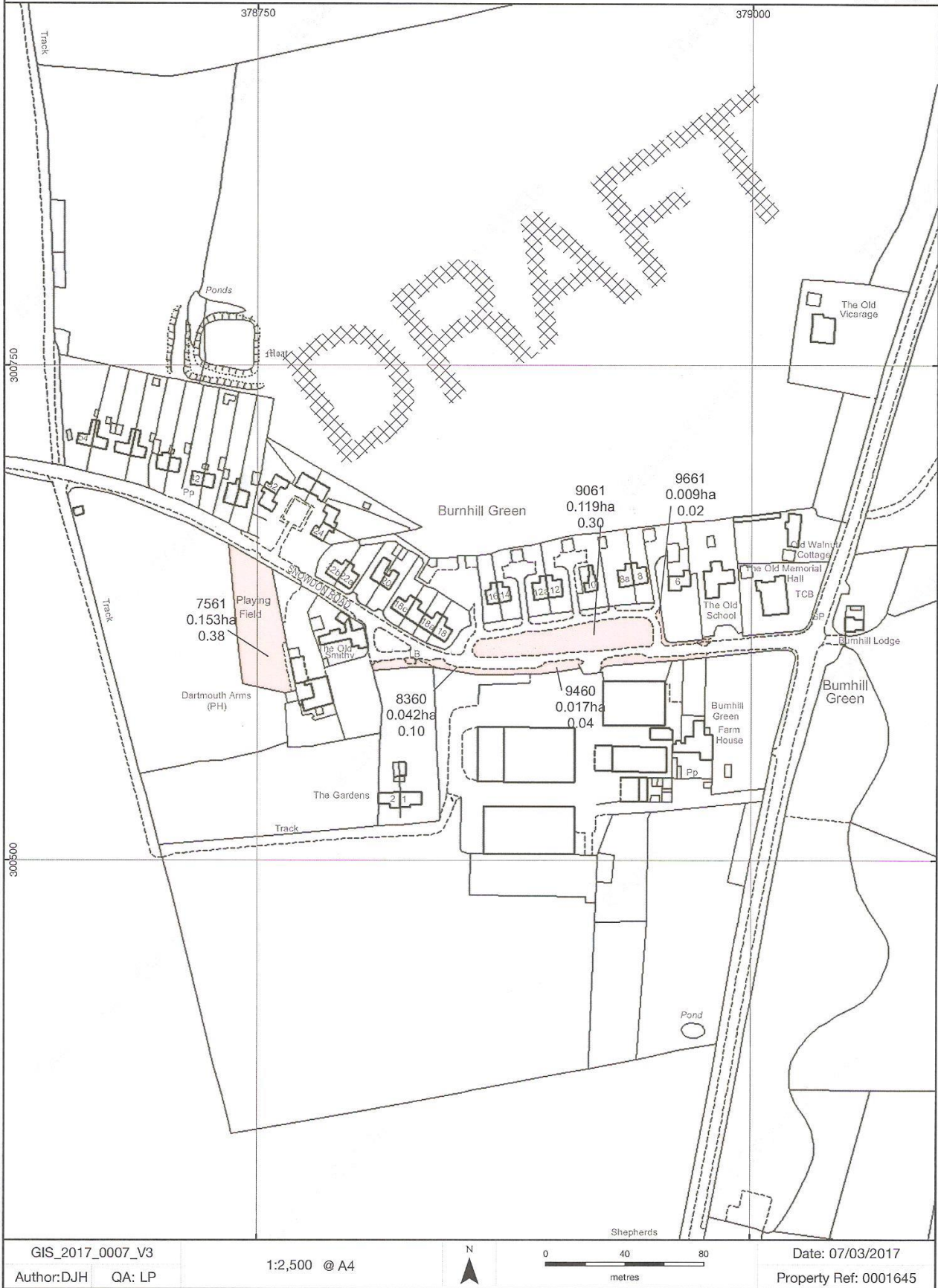
Implied Rights

The Tenant shall not impliedly be or become entitled to any easement or similar right and section 62 of the Law of Property Act 1925 is excluded from this lease

This lease is executed as a Deed by the parties and is delivered and takes effect on the date of this lease

Village Green - Lease Plan Patshull

South Staffordshire District
SJ 7800



OS Edn: 2015 MasterMap
© Crown copyright and database rights 2017 Ordnance Survey 100019722.
You are not permitted to copy, sub-license, distribute or sell any of this data to third parties in any form.
<http://www.thecrownestate.co.uk/ordnance-survey-licence>
Printed from PDF. The scale representative fraction is only correct when printed at intended size. Use the scale bar if in doubt.

K:\GIS\Casework\Rural\157_Patshull\2017\GIS_2017_0007_VillageGreen_Lease\Documents\GIS_2017_0007_v3_DJH_VillageGreen_Lease.mxd -- 07/03/2017 -- dhinton

16 New Burlington Place
London, W1S 2HX
6 Bell's Brae
Edinburgh, EH4 3BJ

**THE CROWN
ESTATE**

Financial Summary - Cashbook

Summary between 01/04/17 and 31/05/17 inclusive.

Balances at the start of the year

Ordinary Accounts

Cash in hand	£0.00
Santander	£25,595.48

Short Term Investment Accounts

Nationwide Playing Fields 1373/704060866	£13,522.50
Nationwide Vill Hall Fund 1136/708023140	£6,102.59
Santander Deposit account	£25,871.08
Total	£71,091.65

RECEIPTS

Net	Vat	Gross
£26,062.89	£0.00	£26,062.89
Total Receipts	£0.00	£26,062.89

PAYMENTS

Net	Vat	Gross
£9,355.28	£639.89	£9,995.17
Total Payments	£639.89	£9,995.17

Closing Balances

Ordinary Accounts

Cash in hand	£0.00
Santander	£41,663.20

Short Term Investment Accounts

Nationwide Playing Fields 1373/704060866	£13,522.50
Nationwide Vill Hall Fund 1136/708023140	£6,102.59
Santander Deposit account	£25,871.08
Total	£87,159.37

Financial Statement - Cashbook

Statement between 01/04/17 and 31/05/17 inclusive.

Balances at the start of the year

Ordinary Accounts

Cash in hand	£0.00
Santander	£25,595.48

Short Term Investment Accounts

Nationwide Playing Fields 1373/704060866	£13,522.50
Nationwide Vill Hall Fund 1136/708023140	£6,102.59
Santander Deposit account	£25,871.08
Total	£71,091.65

RECEIPTS	Net (£)	Vat (£)	Gross (£)
100 Donations	0.00	0.00	0.00
101 Precept	25,036.00	0.00	25,036.00
102 Sport England Grant	0.00	0.00	0.00
103 Allotment Rent	120.00	0.00	120.00
104 Misc Items	0.00	0.00	0.00
105 VAT Refund	906.89	0.00	906.89
106 Interest on Fabric Fund Account	0.00	0.00	0.00
107 Interest on Playing Fields	0.00	0.00	0.00
108 Receipts to Playing Fields	0.00	0.00	0.00
109 Receipts for the Fabric Fund	0.00	0.00	0.00
110 Interest on Santander deposit acc	0.00	0.00	0.00
Total	26,062.89	0.00	26,062.89
Total Receipts	26,062.89	0.00	26,062.89

PAYMENTS	Net (£)	Vat (£)	Gross (£)
1 Administration	149.61	20.05	169.66
2 Audit Costs	250.00	0.00	250.00
3 Allotments	0.00	0.00	0.00
4 Allotment Church Insurance	0.00	0.00	0.00
5 Best Kept Village Competition	0.00	0.00	0.00
6 Burnhill Green	0.00	0.00	0.00
7 CAB	0.00	0.00	0.00
8 CCTV	0.00	0.00	0.00
9 Chairman's Allowance	0.00	0.00	0.00
10 Play Park Loan	1,500.00	0.00	1,500.00
11 Community Participation	0.00	0.00	0.00
12 Christmas Lights	1,808.49	361.69	2,170.18
13 Church Clock	0.00	0.00	0.00
14 Clerks Salary	1,427.84	0.00	1,427.84
15 Defibrillator	0.00	0.00	0.00
16 Elections	0.00	0.00	0.00
17 Footpath Maintenance	387.53	0.00	387.53
18 Gardening	271.59	2.32	273.91
19 Insurance	1,773.92	0.00	1,773.92
20 Litter	0.00	0.00	0.00

Financial Statement - Cashbook

Statement between 01/04/17 and 31/05/17 inclusive.

21 Mothers and Toddlers	0.00	0.00	0.00
22 Old Peoples Welfare	0.00	0.00	0.00
23 Parochial Church Council	0.00	0.00	0.00
24 Pensions	0.00	0.00	0.00
25 Playing Flds Maintenance	386.30	75.83	462.13
26 Grounds Maintenance	0.00	0.00	0.00
27 Playing Field Precept	0.00	0.00	0.00
28 Section 137	500.00	0.00	500.00
29 Subscriptions	0.00	0.00	0.00
30 Training	0.00	0.00	0.00
31 Youth	0.00	0.00	0.00
32 Grant Assisted Projects	900.00	180.00	1,080.00
Total	9,355.28	639.89	9,995.17

Total Payments	9,355.28	639.89	9,995.17
----------------	----------	--------	----------

Closing Balances

Ordinary Accounts

Cash in hand	£0.00
Santander	£41,663.20

Short Term Investment Accounts

Nationwide Playing Fields 1373/704060866	£13,522.50
Nationwide Vill Hall Fund 1136/708023140	£6,102.59
Santander Deposit account	£25,871.08
Total	£87,159.37

Financial Budget Comparison

Comparison between 01/04/17 and 31/05/17 inclusive.

Excludes transactions with an invoice date prior to 01/04/17

		2017/2018	Actual Net	Balance
INCOME				
100	Donations	£0.00	£0.00	£0.00
101	Precept	£49,105.00	£25,036.00	-£24,069.00
102	Sport England Grant	£37,038.00	£0.00	-£37,038.00
103	Allotment Rent	£240.00	£0.00	-£240.00
104	Misc Items	£0.00	£0.00	£0.00
106	Interest on Fabric Fund Account	£0.00	£0.00	£0.00
107	Interest on Playing Fields	£0.00	£0.00	£0.00
108	Receipts to Playing Fields	£0.00	£0.00	£0.00
109	Receipts for the Fabric Fund	£0.00	£0.00	£0.00
110	Interest on Santander deposit acc	£0.00	£0.00	£0.00
Total		£86,383.00	£25,036.00	-£61,347.00
Total Income		£86,383.00	£25,036.00	-£61,347.00
EXPENDITURE				
1	Administration	£1,250.00	£149.61	£1,100.39
2	Audit Costs	£750.00	£250.00	£500.00
3	Allotments	£100.00	£0.00	£100.00
4	Allotment Church Insurance	£120.00	£0.00	£120.00
5	Best Kept Village Competition	£400.00	£0.00	£400.00
6	Burnhill Green	£250.00	£0.00	£250.00
7	CAB	£300.00	£0.00	£300.00
8	CCTV	£250.00	£0.00	£250.00
9	Chairman's Allowance	£250.00	£0.00	£250.00
10	Play Park Loan	£1,500.00	£1,500.00	£0.00
11	Community Participation	£1,000.00	£0.00	£1,000.00
12	Christmas Lights	£3,765.00	£1,808.49	£1,956.51
13	Church Clock	£75.00	£0.00	£75.00
14	Clerks Salary	£11,500.00	£1,427.84	£10,072.16
15	Defibrillator	£120.00	£0.00	£120.00
16	Elections	£500.00	£0.00	£500.00
17	Footpath Maintenance	£1,100.00	£387.53	£712.47
18	Gardening	£1,750.00	£271.59	£1,478.41
19	Insurance	£3,275.00	£1,773.92	£1,501.08
20	Litter	£1,500.00	£0.00	£1,500.00
21	Mothers and Toddlers	£500.00	£0.00	£500.00
22	Old Peoples Welfare	£3,000.00	£0.00	£3,000.00
23	Parochial Church Council	£2,000.00	£0.00	£2,000.00
24	Pensions	£2,200.00	£0.00	£2,200.00
25	Playing Flds Maintenance	£2,000.00	£386.30	£1,613.70
26	Grounds Maintenance	£4,500.00	£0.00	£4,500.00

Financial Budget Comparison

Comparison between 01/04/17 and 31/05/17 inclusive.

Excludes transactions with an invoice date prior to 01/04/17

		2017/2018	Actual Net	Balance
27	Playing Field Precept	£1,000.00	£0.00	£1,000.00
28	Section 137	£2,000.00	£500.00	£1,500.00
29	Subscriptions	£650.00	£0.00	£650.00
30	Training	£500.00	£0.00	£500.00
31	Youth	£1,000.00	£0.00	£1,000.00
32	Grant Assisted Projects	£65,000.00	£900.00	£64,100.00
Total		£114,105.00	£9,355.28	£104,749.72
Total Expenditure		£114,105.00	£9,355.28	£104,749.72
Total Income		£86,383.00	£25,036.00	£61,347.00
Total Expenditure		£114,105.00	£9,355.28	£104,749.72
Total Net Balance		-£27,722.00	£15,680.72	