

Our Ref: CMAW.MB 01F1213/1

Your Ref:

Mr G Taylor
107 Hawthorn Bank
Spalding
Lincolnshire
PE11 1JQ

11 October 2011

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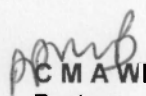
Dear Geoff,

The Friends of Chain Bridge Forge

Registration of the lease has now completed and I enclose an official copy of the Register together with a copy of the Lease. The original of the Lease and the official copy of the Register have now been placed in deed packet numbered **038239**.

I shall now be closing my file and you will in due course be receiving a letter confirming the archiving arrangements.

Yours sincerely,


C M A Wheeler (Miss)
Partner

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direct dial: 01522-781472
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secretary tel: Mavis Bratby 01522-781493

enc: copy OCE LL328356
copy Lease 13 Sept 2011



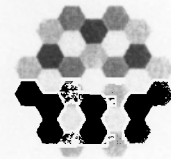
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C: Charges register

This register contains any charges and other matters that affect the land.

Official copy of register of title

Title number LL328356

Edition date 27.09.2011

- This official copy shows the entries in the register of title on 6 October 2011 at 14:35:58.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 6 October 2011.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website www.landregistry.gov.uk or Land Registry Public Guide 1 - *A guide to the information we keep and how you can obtain it*.
- This title is dealt with by Land Registry Kingston upon Hull Office.

A: Property register

This register describes the land and estate comprised in the title.

LINCOLNSHIRE : SOUTH HOLLAND

- 1 (27.09.2011) The Leasehold land shown edged with red on the plan of the above title filed at the Registry and being Chain Bridge Forge, High Street, Spalding (PE11 1TX).
- 2 (27.09.2011) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 13 September 2011
Term : 25 years from and including 13 September 2011
Parties : (1) South Holland District Council
(2) The Friends Of Chain Bridge Forge
- 3 (27.09.2011) The Lease prohibits or restricts alienation.
- 4 (27.09.2011) The landlord's title is registered.

B: Proprietorship register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (27.09.2011) PROPRIETOR: THE FRIENDS OF CHAIN BRIDGE FORGE (Co. Regn. No. 7575790) of Chain Bridge Forge, High Street, Spalding, Lincolnshire PE11 1TX.

Title number LL328356

Land Registry
Official copy of

Title number LL328356
Ordnance Survey map reference TP2523SW
Scale 1:1250 enlarged from 1:2500
Administrative area Lincolnshire South Holland



C: Charges register

This register contains any charges and other matters that affect the land.

- 1 (27.09.2011) The land is subject to the rights reserved by the registered lease.
- 2 (27.09.2011) A Conveyance of the freehold estate in the land in this title dated 20 September 1988 made between (1) Geoffrey Banks Dodd and (2) South Holland District Council contains restrictive covenants.

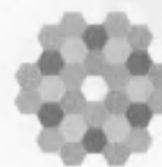
NOTE: Copy filed under LL278761.

End of register

This official copy issued on 5 October 2011 shows the state of this title plan on 5 October 2011 at 14:25:59. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).
This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements taken between the same points on the ground. See Land Registry Public Guide 19 - Title Plans and Boundaries.
This title is dealt with by Land Registry, Kingston upon Hull Office.

Land Registry
Official copy of
title plan

Title number **LL328356**
Ordnance Survey map reference **TF2523SW**
Scale **1:1250** enlarged from 1:2500
Administrative area **Lincolnshire: South Holland**



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This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide 19 - Title Plans and Boundaries.

This title is dealt with by Land Registry, Kingston upon Hull Office.

DATED

13 SEPTEMBER

2011

(1)

SOUTH HOLLAND DISTRICT COUNCIL

(2)

THE FRIENDS OF CHAIN BRIDGE FORGE

(3)

G B DODD

LEASE

of

Land and buildings known as Chain Bridge Forge

High Street Spalding Lincolnshire

Term: Twenty five (25) years commencing on 13 SEPTEMBER 2011

Rent: £10 per annum

Legal Services Lincolnshire
Council Offices
Priory Road
Spalding
Lincs PE11 2XE
(Ref:HMB/SH009.220)

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HM LAND REGISTRY

PRESCRIBED CLAUSES

LR1. Date of the lease	13 SEPTEMBER 2011
LR2. Title number(s)	LR2.1 Landlord's title number(s) LL278761 LR2.2 Other title numbers None
LR3. Parties to the lease <i>Give full names, addresses and company's registered number, if any, of each of the parties. For Scottish companies use a SC prefix and for limited liability partnerships, use an OC prefix. For foreign companies give territory in which incorporated.</i>	Landlord South Holland District Council, Council Offices, Priory Road, Spalding, Lincs PE11 2XE Tenant The Friends of Chain Bridge Forge, Chain Bridge Forge, High Street, Spalding, Lincs PE11 1TX (07575790) Other parties None
LR4. Property <i>Insert a description of the land being leased or Refer to the clause, schedule or paragraph of a schedule in this lease in which the land being leased is more fully described.</i>	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. The Property is described within the definitions of the Lease at clause 1 under definition of "Demised Premises"

<p>Where there is a letting of part of a registered title, a plan must be attached to this lease and any floor levels must be specified.</p>	
<p>LR5. Prescribed statements</p> <p><i>If this lease includes a statement falling within LR5.1, insert under that sub-clause the relevant statement or refer to the clause, schedule or paragraph of a schedule in this lease which contains the statement.</i></p> <p><i>In LR5.2, omit or delete those Acts which do not apply to this lease.</i></p>	<p>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</p> <p>None</p> <p>LR5.2 This Lease is made under, or by reference to, provisions of:</p> <p>Section 123 of the Local Government Act 1972</p>
<p>LR6. Term for which the Property is leased</p> <p><i>Include only the appropriate statement (duly completed) from the three options.</i></p> <p>NOTE: The information you provide, or refer to, here will be used as part of the particulars to identify the lease under rule 6 of the Land Registration Rules 2003.</p>	<p>From and including</p> <p>To and including</p> <p>OR</p> <p>The term as specified in this lease at clause/schedule/paragraph</p> <p>OR</p>

	<p>The term is as follows:</p> <p>25 years from and including [13 SEPTEMBER 2011]</p>
LR7. Premium	None
<p>LR8. Prohibitions or restrictions on disposing of the lease</p> <p><i>Include whichever of the two statements is appropriate.</i></p> <p><i>Do not set out here the wording of the provision.</i></p>	<p>This lease does not contain a provision that prohibits or restricts dispositions.</p> <p>OR</p> <p>This lease contains a provision that prohibits or restricts dispositions.</p>
<p>LR9. Rights of acquisitions etc.</p> <p><i>Insert the relevant provisions in the sub-clauses or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.</i></p>	<p>LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land</p> <p>None</p> <p>LR9.2 Tenant's covenant to (or offer to) surrender this lease</p> <p>None</p> <p>LR9.3 Landlord's contractual rights to acquire this lease</p> <p>None</p>

<p>LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property</p> <p><i>Insert the relevant provisions or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.</i></p>	<p>None</p>
<p>LR11. Easements</p> <p><i>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements.</i></p>	<p>LR11.1 Easements granted by this lease for the benefit of the Property</p> <p>None</p> <p>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</p> <p>Schedule 2 of the Lease</p>
<p>LR12. Estate rent charge burdening the Property</p> <p><i>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the rent charge</i></p>	<p>None</p>
<p>LR13. Application for standard form of restriction</p> <p><i>Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction use this clause to apply for each of them, tell us who is applying against which title and set out the full text of</i></p>	<p>The Parties to this lease apply to enter the following standard form of restriction [against the title of the Property] or [against title number]</p> <p>None</p>

<p>the restriction you are applying for.</p> <p>Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.</p>	
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<p>LR14. Declaration of trust where there is more than one person comprising the Tenant</p> <p>If the Tenant is one person, omit or delete all the alternative statements.</p>	<p>The Tenant is more than one person. They are to hold the Property on trust for themselves as joint tenants.</p> <p>OR</p> <p>The Tenant is more than one person. They are to hold the Property on trust for themselves as tenants in common in equal shares.</p> <p>OR</p> <p>The Tenant is more than one person. They are to hold the Property on trust</p>
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DATED AND DELIVERED:

PARTIES:

- (1) "The Council": SOUTH HOLLAND DISTRICT COUNCIL of Council
Offices Priory Road Spalding Lincolnshire PE11
2XE referred to in clause LR3 as the Landlord
- (2) "The Tenant": THE FRIENDS OF CHAIN BRIDGE FORGE
(Company No. 07575790) whose registered
address is situate at Chain Bridge Forge High Street
Spalding Lincolnshire PE11 1TX
- (3) "Mr Dodd" GEOFFREY BANK DODD of 37 High Street
Spalding Lincolnshire PE11 1TX

DEFINITIONS

1. In this Lease unless the context otherwise requires the following words or expressions have the following meanings:

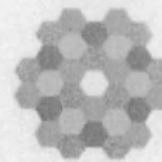
"Act" Every Act of Parliament that may be relevant to the Premises its use or any thing or any person on the Premises at any time. This includes unless a contrary intention is stated (without limitation) every Act of Parliament whether named in this Lease or not or whether in force today or not and any subsequent statutory re-enactment or modification of any Act of Parliament and any order regulation directive byelaw rule consent or licence made or granted under any Act of Parliament or by any public or local authority (acting in its official capacity) or by any court of competent jurisdiction

"Base Rate" the base lending rate from time to time of Lloyds TSB Bank Plc

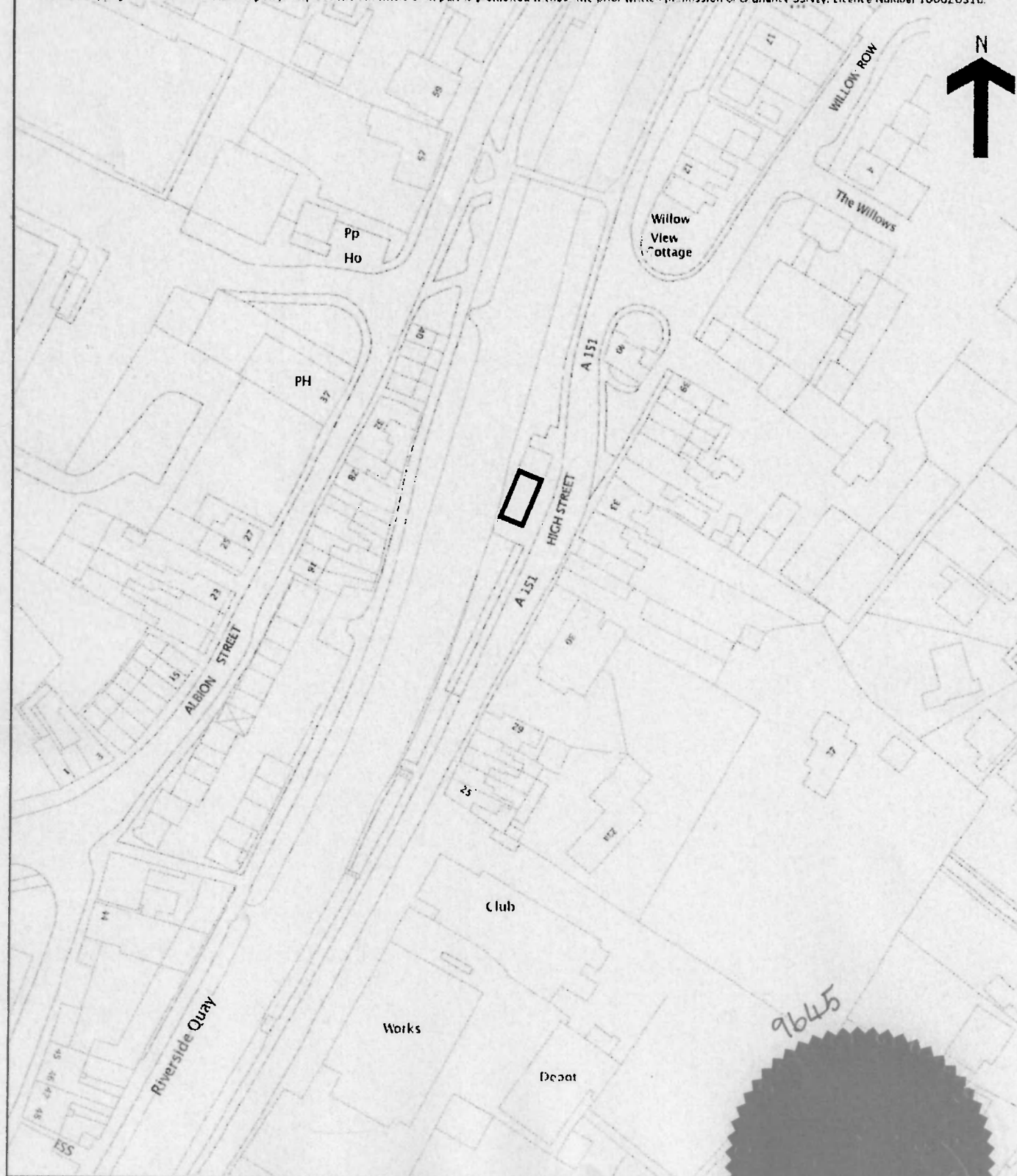
"Conducting Media"	all pipes wires cables aerials sewers gutters drains watercourses channels ducts flues and all other conducting media and cisterns tanks meters and all ancillary apparatus including fixings cowls and housings
"Dealings"	Means any sale mortgage or charge
"Demised Premises" [referred to in clause LR4 as the Property]	the land and buildings known as the Chain Bridge Forge High Street Spalding Lincolnshire shown edged red on the Plan
"Environmental Protection Acts"	means all legislation including circulars guidance notes and codes of practice from time to time in force regulating the carrying on of any process or activity on premises and any emissions from and all waste produced by such process of activity whether covering the protection of human health the workplace and environment or the provision of energy (including by way of example but without limitation the Health and Safety at Work Etc Act 1974, the Control of Pollution Act 1974, The Environmental Protection Act 1990, The Water Acts, Clean Air Acts, The Alkali & C. Works Regulation Act 1906, The Planning Hazardous Substances Act 1990, The Public Health Acts and The Radioactive Substances Act 1960 The Environment Act 1995 (and any European Community legislation) from time to time in force
"Insurance Rent"	the amount (conclusively determined by the Council) which the Council from time to time incurs or expends in respect of the insurance of the Demised Premises in accordance with its covenants at Clause 4.2 hereo
"Insured Risks"	[fire lightning explosion impact tempest flood bursting or overflowing of water tanks or pipes sprinkler damage aircraft and other aerial devices (other than hostile) riot civil commotion and malicious damage and such other risks as the Council may determine]
"Interest"	interest at 4% above the Base Rate during the period beginning with the date on which payment is due and ending on the date of payment (whether before or after any judgment)

Land Registry
Official copy of
title plan

Title number **LL278761**
Ordnance Survey map reference **TF2523SW**
Scale **1:1250**
Administrative area **LINCOLNSHIRE : SOUTH HOLLAND**



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ts. max

Authorised officer

This official copy is incomplete without the preceding notes page

"Main Structure"	means the foundations floor slab floors load bearing walls steel frames and roof of the Demised Premises and the Conducting Media therein and "Structural" shall mean anything appertaining to the Main Structure
"the Plan"	the attached plan
"Permitted Use"	shall be the use of the Demised Premises as a working museum and educational facility to safeguard display and demonstrate the art and history of metalworking (including blacksmithing) and as a trading blacksmith
"Planning Acts"	means all legislation from time to time regulating the development use safety and control of property including without limitation the Town and Country Planning Acts and the Public Health Acts from time to time in force
"Rent"	the sum of Ten pounds (£10) per annum
"Term"	Twenty five (25) years starting on and including the [13 th] day of [SEPTEMBER] 2011
"Terminating Event"	has the meaning set out in Clause 5.1
"Termination Date"	the date on which the Term is due to expire by effluxion or (if earlier) the date of any sooner determination of the Term or (if later) the date on which the period of any holding-over extension or continuance of the Term comes to an end
"VAT"	Value Added Tax or any equivalent tax which may at any time be imposed in substitution or in addition
"VAT Supply"	a taxable supply for the purposes of VAT incorporating the meaning which "supply" has for the purposes of the Value Added Tax Act 1994
"1995 Act"	The Landlord and Tenant (Covenants) Act 1995

DEMISE AND RENTS

2. The Council in exercise of the powers conferred by the Local Government Act 1972 and of all other enabling powers HEREBY DEMISES the Demised Premises to

the Tenant for the Term together with the rights specified in the First Schedule except and reserved and subject as specified in the First Schedule the Tenant paying to the Council as rent without any deduction or rights of set-off either in law or in equity throughout the Term (and proportionately for any part of a year):

2.1 the Rent payable annually on each anniversary of the date of this Lease the first instalment to be paid on the date of this Lease and

2.2 the Insurance Rent in advance on demand and

2.3 All VAT the subject of the Tenant's covenant in clause 3.1.2

TENANT'S COVENANTS

3. The Tenant covenants with the Council:

3.1 Rents and other payments to Council

3.1.1 To pay the rents reserved in clauses 2.1 and 2.2 at the times and in the manner stated and (if so required by the Council at any time) to make such payments or any of them by bankers standing order or direct debit and not to exercise or seek to exercise any right or claim to withhold rent or any right or claim to legal or equitable set off

3.1.2 To pay to the Council on demand all VAT which is chargeable upon every VAT Supply made by the Council to the Tenant under this Lease (including but not limited to the Rent)

3.1.3 To pay to the Council on demand interest accruing in respect of any payment due from the Tenant to the Council under this Lease (whether or not lawfully demanded) which remains unpaid more than fourteen (14) days after it has become due

3.2 Outgoings

To pay and indemnify the Council against:

3.2.1 All rates (if demanded) taxes assessments duties charges and outgoings whether or not of a capital or non-recurring nature and whether parliamentary local or of any other description which are now or hereafter charged assessed or payable in respect of the Demised Premises or on the owner or occupier of the Demised Premises save those relating to Dealings with the Landlord's reversionary interest

3.2.2 All rates on unoccupied property payable in respect of the Demised Premises which would not have been payable had the Demised Premises been occupied throughout the Term and during any period of extension or holding over by the Tenant

3.2.3 All charges for electricity gas water telephones and all other services supplied to or consumed at the Demised Premises including standing charges and meter rents

3.3 Repair

3.3.1 Well and substantially to repair maintain clean and keep in good and substantial repair decoration and condition all of the Demised Premises (interior and exterior) (damage by Insured Risks excepted so long as the insurance policy has not been vitiated or the insurance moneys or part of them rendered irrecoverable in consequence of any act or default of the Tenant or of anyone at the Demised Premises with the express or implied authority of the Tenant) PROVIDED ALWAYS that nothing herein contained shall require the Tenant to keep or put or yield up the Demised

Premises (other than the works specified in the Schedule of Works set out in the Fifth Schedule) in any better state or condition that as indicated in the Schedule of Condition of the Demised Premises attached at the Third Schedule

3.3.2 Subject to the same proviso as in clause 3.3.1 whenever necessary to replace or renew all Landlord's fixtures and fittings and other apparatus in the Demised Premises with suitable articles or equipment of similar kind to the reasonable satisfaction of the Council

3.3.3 Within the period of 28 days after receiving notice from the Council following an inspection or sooner if requisite to repair and make good the Demised Premises as required by such notice and by the preceding provisions of clause 3.3 and if the Tenant fails so to do and the Council incurs costs as a result of executing such work itself then to pay to the Council as a debt on demand and indemnify the Council against the whole of such costs

3.3.4 To keep the Demised Premises clean tidy free from litter and weeds with any landscaped areas properly cultivated and all grassed areas regularly mown and to keep any part of the Demised Premises which is unbuilt upon clear of weeds rubbish used containers or stored materials or equipment and to clean the inside and outside of all windows and glazing in the Demised Premises at least once in every month PROVIDED ALWAYS that nothing in this Lease shall make the Tenant responsible for the control or removal of Japanese Knotweed

3.3.5 To ensure that any litter or refuse generated at the premises is properly stored and put out for collection on a regular basis

3.4 Alterations

3.4.1 Save as specified at sub-clause 3.4.2 below not to make any alterations or additions whatsoever to the Demised Premises and not to add to connect with or interfere in any way with the Conducting Media in the Demised Premises without the prior consent which shall not be withheld or delayed unreasonably by the Council and except in accordance with the requirements of any competent authority

3.4.2 The Tenant shall (in consideration of the granting of this Lease) carry out and complete the works set out in the Schedule of Works listed in the Fourth Schedule in a good and workmanlike manner in accordance with the relevant planning permissions building regulations and attendant drawings at its own cost and with good quality materials and to the reasonable satisfaction of the Council by no later than twelve (12) months from the date of this Lease or any later date that is agreed in writing between the Council and the Tenant from time to time

3.5 Aerials and Signs

Not to affix on the outside of the Demised Premises any mast aerial satellite dish or flagpole nor to affix or display on the outside or inside of the Demised Premises any sign or notice of any description without the prior written consent of the Council which shall not be unreasonably withheld or delayed in the case of signage concerning the Permitted Use

3.6 User

3.6.1 Not to use the Demised Premises for any purpose other than the Permitted Use

3.6.2 Not to hold any auction sale at the Demised Premises nor to use the same for any dangerous noxious noisy or offensive trade business or occupation nor for any illegal or immoral purpose

3.7 Nuisance

3.7.1 Not to do at the Demised Premises nor bring upon the same or allow to remain there anything which may be or become or cause a nuisance annoyance disturbance inconvenience injury or damage to the Council or to the owners or occupiers of any neighbouring land PROVIDED AND IT is hereby acknowledged that the proper use of the Demised Premises for the Permitted Use shall not be a breach of this sub clause

3.7.2 To pay to the Council on demand and indemnify it against all costs charges and expenses incurred by the Council in abating any public or private nuisance on or arising from the Demised Premises as a result of the actions or default of the Tenant

3.7.3 Not to overload or strain the Demised Premises or any systems therein and not to obstruct the Conducting Media or to discharge into them oil grease or any noxious deleterious or dangerous material and not to display goods outside the Demised Premises

3.8 Alienation

3.8.1 Not to assign transfer mortgage charge grant any licence in respect of nor part with or share the possession or occupation of the whole or any part of the Demised Premises save with a blacksmith

3.8.2 Not to underlet the whole or any part of the Demised Premises without the consent of the Council such consent not to be unreasonably withheld or delayed

3.8.3 When giving consent under clause 3.8.2 above the Council shall require that every permitted under lease shall

(a) be granted without a fine or premium and shall be at a rent not greater than the Rent

(b) contain provisions prohibiting the under lessee from doing or allowing to be done anything in relation to the Demised Premises which is inconsistent with or in breach of the provisions of this Lease (save as to payment of the Rent)

(c) contain provisions for re-entry by the Tenant on breach of any covenant by the sub-lessee

(d) impose an absolute prohibition against assignment transfer mortgage charging underletting granting any licence in respect or or parting with or sharing the possession or occupation of the premises demised under the sub-lease

(e) first be approved by the Council (approval not to be unreasonably withheld)

(f) exclude the provisions of sections 24-28 of the Landlord and Tenant Act 1954

3.8.4 Within one month after any under-lease in connection with this Lease to produce to and leave with the Council's Chief Solicitor the document

affecting the under-lease together with a certified copy thereof for retention by the Council and on each occasion to pay to the Council's Chief Solicitor such fee as he may reasonably require for the registration

3.9 To permit entry

3.9.1 To permit the Council (with or without workmen equipment or materials) at any time prior to the Termination Date to enter the Demised Premises at reasonable times and after reasonable prior notice (except in case of emergency) in order to

- (a) inspect the state of repair and condition of the Demised Premises and prepare any schedule of condition and ascertain whether the lessees covenants in this Lease have been observed and performed
- (b) carry out any repairs or execute any works which the Tenant has failed to carry out or execute after notice from the Council and take any other action required as a result of the breach of any of the lessee's covenants in this Lease
- (c) to facilitate any other reasonable purpose which cannot otherwise be conveniently effected

(the person or persons exercising such rights causing as little damage to the Demised Premises as possible and forthwith making good any such damage)

3.9.2 To permit the Council at any time to enter the Demised Premises at reasonable times and on reasonable notice and affix and retain upon any suitable part of the Demised Premises a notice for the reletting (where

affecting the under-lease together with a certified copy thereof for retention by the Council and on each occasion to pay to the Council's Chief Solicitor such fee as he may reasonably require for the registration

3.9 To permit entry

3.9.1 To permit the Council (with or without workmen equipment or materials) at any time prior to the Termination Date to enter the Demised Premises at reasonable times and after reasonable prior notice (except in case of emergency) in order to

- (a) inspect the state of repair and condition of the Demised Premises and prepare any schedule of condition and ascertain whether the lessees covenants in this Lease have been observed and performed
- (b) carry out any repairs or execute any works which the Tenant has failed to carry out or execute after notice from the Council and take any other action required as a result of the breach of any of the lessee's covenants in this Lease
- (c) to facilitate any other reasonable purpose which cannot otherwise be conveniently effected

(the person or persons exercising such rights causing as little damage to the Demised Premises as possible and forthwith making good any such damage)

3.9.2 To permit the Council at any time to enter the Demised Premises at reasonable times and on reasonable notice and affix and retain upon any suitable part of the Demised Premises a notice for the reletting (where

the Council is entitled to re-let) or sale of the Demised Premises and not to remove or obscure such notice and during such period to permit persons having the written authority of the Council at reasonable times and upon reasonable notice to enter and view the Demised Premises

3.10 Insurance

3.10.1 To comply with all the requirements and reasonable recommendations of the insurers notified to the Tenant and not to do or omit anything which may render void or voidable any policy of insurance relating to the Demised Premises nor to do or omit anything which may cause an increased premium to be payable in respect of any such policy

3.10.2 To insure and keep insured the Tenant's liability against all third party public and occupiers liability risks in respect of the Demised Premises on such terms and for such sums as the Council may reasonably require in an insurance office or offices of repute approved by the Council but not to effect any other insurance in respect of the Demised Premises without the Council's permission (other than the Tenant's contents)

3.11 Telephone Installation

To be responsible for providing and paying for its own telephone installation

3.12 Fire Precautions

To comply with the requirements of the fire authority and the insurers and with the reasonable requirements of the Council as to fire precautions at the Demised Premises and to provide and maintain at the Demised Premises such fire alarms and fire fighting equipment as the fire authority require and not to

store or bring onto the Demised Premises any article or material of a specially combustible inflammable explosive or dangerous nature

3.13 Planning and Environmental and Access

3.13.1 At all times to comply with the provisions of the Planning Acts and of the Environmental Protection Acts and the Disability Discrimination Act 1995 and not at any time to do or omit anything which would result in a contravention of those Acts and whenever necessary to obtain at the Tenant's expense all permissions required for the Tenant's use and occupation of the Demised Premises and to indemnify the Council against any breach

3.13.2 Not to make any application under the Planning Acts without the previous consent of the Council and forthwith after receiving any decision of the planning authority to supply to the Council a copy

3.13.3 Notwithstanding any consent granted by the Council not to make any alteration or addition to the Demised Premises nor to implement any change of use until all permissions required under the Planning Acts have been obtained and produced to the Council (or satisfactory evidence has been produced that no such permissions are required) and the Council has acknowledged that such permissions are acceptable

3.14 Statutory requirements

At the Tenant's cost to comply in all respects with all Acts at any time affecting the Demised Premises or relating to the user thereof or anything done or to be done therein and to indemnify the Council against the consequences of any breach

3.15 Notices received

Forthwith upon the Tenant receiving or becoming aware of any notice order proposal or recommendation which affects the Demised Premises or relates to the assessment of any imposition on the Demised Premises or to the Council's interest in the Demised Premises to give full particulars to the Council and at its request but at the cost of the Tenant to take all steps and to make or join in making such objections or representations as the Council may reasonably require

3.16 Easements

3.16.1 Not to stop up darken or obstruct any of the doors windows lights or ventilators belonging to the Demised Premises and to use its reasonable endeavours to prevent any easement or right belonging to or used with the Demised Premises from being obstructed or lost and not to give to any third party any acknowledgement that enjoyment of the access of light or air to any of the windows or openings in the Demised Premises is by the consent of such third party

3.16.2 Not knowingly to allow any encroachment to be made or easement to be acquired on or over the Demised Premises and if any such encroachment or easement is threatened made or acquired then to give to the Council immediate notice and at the request of the Council and at the cost of the Tenant to take all appropriate steps to prevent any such encroachment or the acquisition of any such easement

3.17 Landlord's costs

To repay to the Council on demand and indemnify the Council against all costs charges and expenses (including the fees disbursements and VAT of any professional advisers and bailiffs) incurred by the Council in connection with:

3.17.1 Any application or request made by the Tenant for any licence consent or approval under this Lease

3.17.2 Any proceedings or steps taken in consequence of any breach of any of the lessees covenants in this Lease or in connection with the preparation and service of a schedule of dilapidations or any other notice served pursuant to this Lease relating to the repair or condition of the Demised Premises whether served before or within six months after the Termination Date but relating only to dilapidations which accrued prior to the Termination Date.

3.17.3 Any steps taken in contemplation of or in connection with the preparation and service of any notices under the Leasehold Property (Repairs) Act 1938 or under Section 146 or 147 of the Law of Property Act 1925 whether or not forfeiture is avoided otherwise than by relief granted by the Court or is waived by the Council

3.17.4 In connection with any application for consent or approval including cases where consent or approval is reasonably refused or the application is withdrawn

3.17.5 The service of notices under Section 17 of the 1995 Act

3.17.6 The granting of an overriding Lease (whether or not such Lease is completed) pursuant to a claim under Section 19 of the 1995 Act if the

person claiming such Lease has not paid any such costs within twenty one (21) days of demand in writing

3.18 Indemnities

To indemnify the Council against any liability whatsoever arising directly or indirectly out of the state of repair condition or use of the Demised Premises and any works carried out there by the Tenant or any act or default of the Tenant and also against third party claims which the Tenant has covenanted to insure against or any breach (however remote) by the Tenant of any of the lessee's covenants or conditions in this Lease PROVIDED ALWAYS that nothing in this clause 3.18 shall put the Tenant under any obligation or liability in relation to the repair of the Demised Premises greater than as covenanted in clause 3.3

3.19 Subjections

To observe and perform (so far as they relate to the Demised Premises) any restrictions stipulations and covenants contained or referred to in any of the documents listed in the Fifth Schedule so far as they are still subsisting and capable of taking effect

3.20 Yield up

On the Termination Date to yield up the Demised Premises to the Council duly repaired cleansed maintained reinstated and kept in accordance with the Tenant's covenants in this Lease and with all the lessee's or trade fixtures and fittings all refuse and any lettering and signs put up by the Tenant duly removed making good to the Council's satisfaction any damage occasioned thereby and if required by the Council to remove on the Termination Date any additions alterations or improvements made to the Demised Premises

the Demised Premises **provided always** that if the Council is unable to obtain all necessary permissions or if reinstatement or rebuilding is otherwise not practicable or possible then in either case all the insurance moneys belong to the Council absolutely and the provisions of Clause 5.5 apply

PROVISOS AND DECLARATIONS

5. **Provided always** and it is agreed and declared:

5.1 Terminating Event

For the purposes of this Lease Terminating Event means

5.1.1 In relation to a company that

- (a) it is unable or admits its inability to pay its debts when they become due or it summons a meeting of its creditors or a proposal is made for voluntary arrangement or
- (b) a petition is presented for an administration order or a receiver or manager (including an administrative receiver) is appointed or
- (c) a resolution to wind-up is passed or a provisional liquidator is appointed or a winding-up order is made or a proposal is made for a scheme of arrangement under Section 425 of the Companies Act 1985 or it is the subject of a notice issued to strike-off and

5.1.2 In relation to an individual that

- (a) an application is made for an interim order or a proposal is made for a voluntary arrangement under Part VIII of the Insolvency Act 1986 or a bankruptcy petition is presented to the Court or

- (b) the individual enters into a deed of arrangement or dies or becomes incapable of managing his affairs

5.2 Re-entry

The Council may re-enter the Demised Premises (or any part in the name of the whole) at any time in any of the following circumstances:-

5.2.1 The whole or part of any of the sums reserved as rent in Clause 2 remains unpaid more than fourteen (14) days after becoming due (whether or not formally demanded) or

5.2.2 there is a breach of any of the lessee's covenants herein contained or in any document supplemental to or licence granted pursuant to this Lease or

5.2.3 the Tenant suffers a Terminating Event or

5.2.4 the Tenant suffers distress or execution levied on its goods

and upon such re-entry this demise will cease absolutely but without prejudice to any right of action of the Council in respect of any breach of a covenant herein contained (including any breach in respect of which re-entry is made)

5.3 Tenant's Property

If after the Tenant has vacated the Demised Premises on the expiry of the Term or earlier determination of this Lease any property of the Tenant remains in or on the Demised Premises and the Tenant fails to remove it within seven (7) days after being requested in writing by the Council to do so or if after using reasonable endeavours the Council is unable to make such a request to the Tenant within fourteen (14) days from the first attempt so made by the Council:

5.3.1 the Council may as the agent of the Tenant sell such property and the Tenant will indemnify the Council against any liability incurred by it to any third party whose property shall have been sold by the Council in the mistaken belief held in good faith (which shall be presumed unless the contrary be proved) that such property belonged to the Tenant;

5.3.2 if the Council having made reasonable efforts is unable to locate the Tenant the Council shall be entitled to retain such proceeds of sale absolutely unless the Tenant shall claim them within six (6) months of the date upon which the Tenant vacated the Demised Premises; and

5.3.3 the Tenant shall indemnify the Council against any damage occasioned to the Demised Premises and any actions claims proceedings costs expenses and demands made against the Council caused by or related to the presence of the property in or on the Demised Premises

5.4 Waiver

Each of the Tenant's covenants remains in full force notwithstanding any temporary waiver or release which may be granted by the Council and the Council's right to forfeit this Lease is not waived or in any way impaired by any acceptance of or demand for any of the payments reserved as rent in Clause 2 or by any time or indulgence granted by the Council

5.5 Termination on destruction

Subject to the Council's obligations at Clause 4.2.2 if following damage to or destruction of the Demised Premises the Council is unable to obtain all the necessary provisions and consents referred to in Clause 4.2.2 or if

reinstatement or rebuilding is otherwise not practicable or possible then the Council may at any time thereafter by giving one month's notice to the Tenant terminate this demise whereupon this Lease and everything herein contained will cease and be void but such termination is to be without prejudice to the rights of the Council and the Tenant respectively against one another in respect of any prior breach of any covenant or agreement herein contained

5.6 Council's remedies

The Council is entitled to the same remedies for recovery of all sums which may from time to time be due to the Council from the Tenant under the terms of this Lease as the Council would or might have for recovery of rent in arrear

5.7 Service of notices

The provisions of Section 196 of the Law of Property Act as amended by the Recorded Delivery Service Act 1962 apply to the service of all notices demands appointments and agreements required or authorised under this Lease save that in addition a notice is sufficiently served if it is sent by fax (provided that a confirmatory copy is at the same time despatched by post) prior to 4.00 pm on any weekday except for Christmas Day Good Friday and any statutory bank holiday

5.8 No planning warranty

Nothing in this Lease or in any consent granted under this Lease is to imply or warrant that the Demised Premises are authorised under the Planning Acts for any use or specific purpose

5.9 Council's liability excluded

Except to the extent of any insurance cover taken out by the Council which is effective in respect of any claim and unless the Council has been negligent the Council will not be liable for any injury damage nuisance annoyance inconvenience or consequential loss caused by any defect or failure in the Demised Premises

5.10 Consents and notifications

All consents approvals notices appointments or demands required from the Landlord or otherwise made by either party or by a third party under this Lease are to be given in writing (where appropriate and if required by the Council) by deed

5.11 VAT

5.11.1 Where the Tenant is required to pay repay reimburse or provide to the Council any amount including the Rent or other consideration in respect of a VAT Supply made by the Council to the Tenant then that amount or consideration is deemed to be exclusive of any VAT chargeable on that VAT supply

5.11.2 Where the Tenant is required to pay repay reimburse or provide to the Council any amount or other consideration in respect of a VAT Supply made by a third party to the Council then the Tenant's covenant is a covenant to pay to the Council a sum equal to any VAT charged to the Council on that VAT Supply less any part of that VAT for which the Council is entitled to a credit under Sections 25 and 26 of the Value Added Tax Act 1994 or which the Council is otherwise able to recover

5.12 Limitation of Council's liability

5.12.1 In this clause **"interest"** means the whole of the interest in the reversion immediately expectant on the end of the Term

5.12.2 The obligations on the Council contained or implied in this Lease, to the extent that they relate to any time after a party has parted with its interest will not be binding on or enforceable against a party after that party has parted with its interest

5.12.3 To the extent that a party retains any liability for such obligations after having parted with its interest, the Tenant agrees to release that party from such liability within four weeks of being notified in writing that such party has parted with its interest and the release will have effect from the date of the disposal of the interest

5.12.4 If the Council makes a request under section 6 or 7 of the Landlord and Tenant (Covenants) Act 1995 (Release from covenants) Act 1995 (Release from covenants on assignment of the reversion) the Tenant agrees not to unreasonably withhold or delay the release requested

5.13 Statutory Compensation

Except where any statutory provision prohibits the Tenant's right to compensation being reduced or excluded by agreement the Tenant will not be entitled to claim from the Landlord on quitting the Demised Premises or any part of the Demised Premises any compensation under any Act

6. CONSTRUCTION AND INTERPRETATION

6.1 The following rules of construction and interpretation apply to each and every part of this Lease:

6.2 Indemnities

Any indemnities given by the Tenant are to be construed as obligations to keep the specified persons indemnified against liability in respect of all proceedings damages penalties costs expenses claims and demands of whatsoever nature (including all fees expenditure and VAT thereby arising) in respect of the relevant act omission or default of the Tenant its undertenants or their respective agents servants invitees or licensees

6.3 Successors to original parties

References to "the Council" include the person for the time being entitled to the reversion immediately expectant on the determination of the Term and to "the Tenant" include the successors in title and assigns of the Tenant

6.4 Tenant's covenants

Any covenant by the Tenant not to do any act or thing is where appropriate to be construed additionally as a covenant by the Tenant not to permit or suffer such act or thing to be done by any other person

6.5 Tenant's default

Unless the context otherwise requires wherever in this Lease there is reference to the consequences of the Tenant's acts omissions or defaults all references to "the Tenant" include references to any underlessee of the Tenant and to anyone at the Demised Premises with the express or implied authority of the Tenant or its underlessees

6.6 References to any right of the Council to have access to the Demised Premises shall be construed as extending to all persons authorised in writing by the

Council to enjoy such access (including agents professional advisers contractors and workmen)

- 6.7 References to "consent of the Council" or words to similar effect refer to a consent in writing signed by or on behalf of the Council and "approved" "authorised" or words to similar effect mean (as the case may be) approved or authorised in writing by or on behalf of the Council

6.8 Joint and several obligations

Where the Council or the Tenant at any time consist of more than one person obligations expressed or implied on the part of such party are joint and several obligations

6.9 Whole or part

References to "the Demised Premises" and "Common Amenities" are in the absence of any contrary indication to be construed (respectively) as references to the whole or to any part thereof

6.10 Statutes

Except for the Town and Country Planning (Use Classes) Order 1987 any reference to any statute includes any modification extension or re-enactment of such statute for the time being in force and any instruments regulations directions orders or permissions made thereunder provided that such modification extension or re-enactment does not increase a party's liabilities or obligations under this Lease

6.11 Gender singular and plural

Words importing one gender include the other gender and words importing the singular include the plural and vice versa

6.12 Contents and headings

The clause paragraph and schedule headings and the table of contents are not to be taken into account in the construction and interpretation of this Lease.

7. Exclusion from 1954 Act

7.1 The Council has served on the Tenant a Warning Notice in compliance with Schedule 1 of the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 at least fourteen (14) days before the date of this Lease [less than fourteen (14) days before the date of this Lease] a copy of which is attached to this Lease

7.2 The Tenant [~~_____~~ of ~~_____~~ duly authorised on behalf of the Tenant] has made a declaration in the form required by paragraph 7 of Schedule 2 of the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 on the [~~_____~~] day of [~~_____~~] 20[~~_____~~] a copy of which is attached to this Lease

[[The Tenant [GEOFFREY TAILOR of FRIENDS OF CHAIN BRIDGE
FORGE

duly authorised on behalf of the Tenant] has sworn a statutory declaration in the form required by paragraph 8 of Schedule 2 of the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 on the [1ST
] day of [SEPT] 20[11] a copy of which is attached to this Lease]]

7.3 As a consequence of the notice and declaration [statutory declaration] referred to in clauses 7.1 and 7.2 of this Lease and pursuant to clause 38A(1) of the Landlord and Tenant Act 1954 the parties hereto agree that the provisions of Sections 24 to 28 of that Act shall be excluded in relation to the Lease hereby granted

8. Arbitration

All disputes and questions of any nature which at any time arise between the parties out of the operation or construction of any of the clauses hereof or the rights duties or liabilities of the parties hereunder shall be referred to an arbitrator in accordance with the Arbitration Act 1996 or any subsequent amending legislation but so that this clause shall not include or be deemed to include any dispute or matter or difference touching or with respect to the Rent hereby reserved

9. Break Clause

9.1 The Landlord shall have the option to determine this Lease at the end of the fifth tenth fifteenth and twentieth year of the Term upon giving not less than one month's previous notice to the other party in writing expiring at any time

9.2 The Tenant shall have the option to determine this Lease at any time upon giving not less than one month's previous notice in writing to the Council expiring at any time in the event that the Tenant wishes to cease to operate the Demised Premises for the Permitted Use

9.3 Upon the expiry of any notice served under the provisions of clause 9.1 or 9.2 above the Term shall immediately cease and determine but without prejudice to any rights either party may have against the other for any antecedent breach

10. The Contracts (Rights of Third Parties) Act 1999

It is hereby agreed and declared that only the persons who are from time to time parties to this Lease shall be entitled to enforce the terms of this Lease and no other person shall have any right to enforce any term of this Lease pursuant to the Contracts (Rights of Third Parties) Act 1999

11 Mr Dodd

11.1 Mr Dodd hereby confirms that notwithstanding the provisions of the conveyance made 12th September 1988 between himself (1) the Landlord (2) he consents to the Permitted Use.

11.2 Mr Dodd grants to the Tenant so far as he is able a right of access at all times and for all purposes of his adjoining property.

IN WITNESS whereof this Lease has been executed as a deed and delivered the day and year first above written

THE FIRST SCHEDULE

(Rights Granted)

None

THE SECOND SCHEDULE

(Exceptions and Reservations)

There are excepted and reserved to the Council and to all other persons at any time having similar rights:

1. To build

The right to build upon or to heighten alter and extend (whether vertically or laterally) any building already upon or otherwise deal with neighbouring land of the Council notwithstanding that access of light or air to the Demised Premises may be affected

2. Entry

The right on reasonable notice and at reasonable times of the day (except in emergency) to enter upon the Demised Premises in furtherance of any and all of the purposes excepted and reserved by this Lease

3. Services

The free and uninterrupted right to connect with (the route and position of such connection being first approved by the Tenant such approval not to be unreasonably withheld or delayed) and use all such drains gas pipes water pipes electric lights wire mains and distributors as now are or hereafter shall be in or run into or through the Demised Premises the Council making good

promptly all damage to the Demised Premises occasioned by making any such new connection and causing as little inconvenience as practicable while such connection is made

4. Mines and airspace

The mines and minerals under and the airspace over and surrounding the Demised Premises

5. Entry

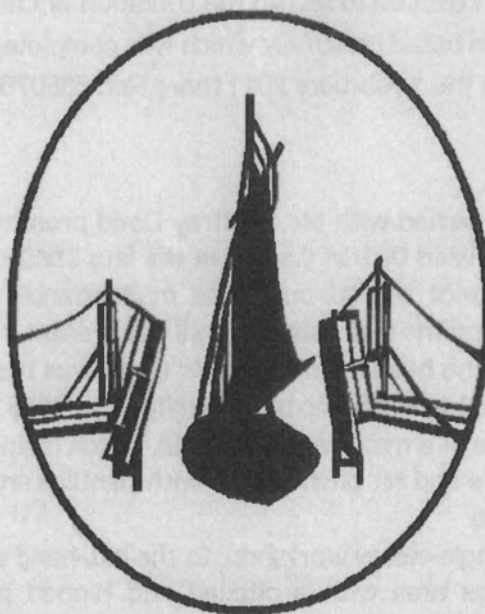
The right at all reasonable times upon giving reasonable notice save in an emergency to enter onto the Demised Premises in order to carry out repairs and alterations to any adjoining or adjacent property now or then owned or occupied by the Council to the extent they cannot reasonably conveniently be carried out on such adjoining or adjacent property

THE THIRD SCHEDULE

(Schedule of Condition of the Demised Premises)

Condition Survey

Commercial in Confidence



The Friends of Chain Bridge Forge

Condition Statement

Prepared By:	Geoff Taylor	
Business Name:	The Friends of Chain Bridge Forge	
Address:	Site Address: High Street Spalding Lincolnshire PE11 1TX	Postal Address: 107 Hawthorn Bank Spalding Lincolnshire PE11 1JQ
Tel. Number:	07960 587724	
E-mail	chainbridgeforge@googlemail.com	
Website		

Condition Survey for Friends of Chain Bridge Forge

Version: 1

Date: July 2011

Page 1

1. Overview

This document has been created to record the condition of Chain Bridge Forge as of July 2011. This information is based on survey which was completed by GRAHAM COOLEY of SMITHERSPURLOW on the 1 February 2011 there Ref: 06E0764/GC/hj

2. BACKGROUND

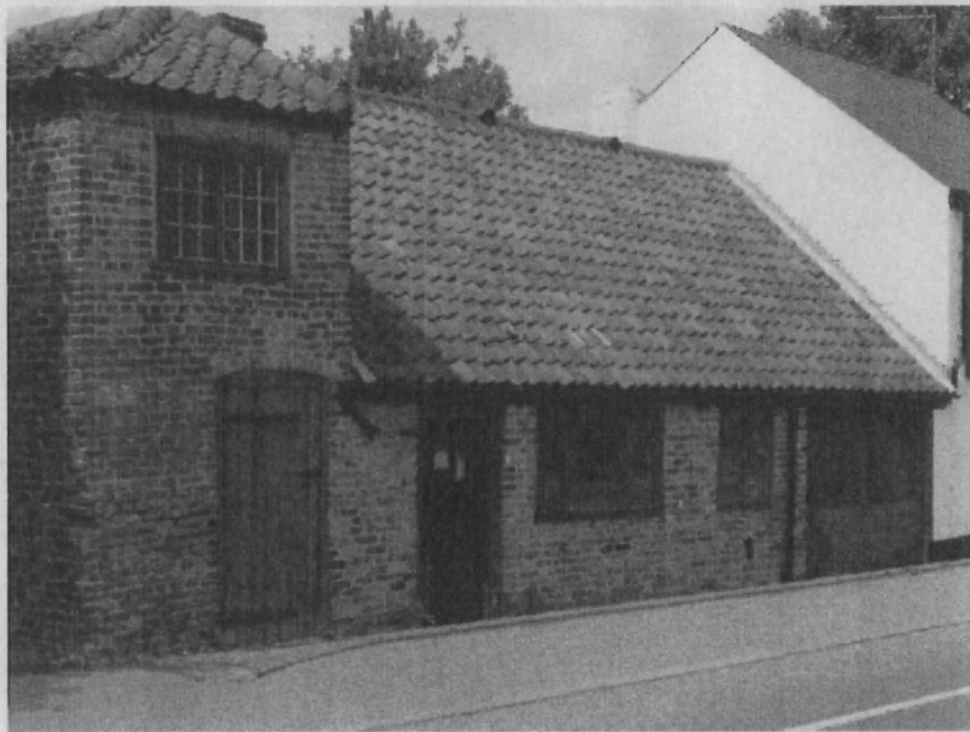
- The inspection was carried with Mr Geoffrey Dodd present. Mr Dodd sold the building to South Holland District Council in the late 1980's. At that time South Holland District Council carried out some maintenance work and has been responsible for the routine maintenance until the present day.
- Prior to the sale of the building in 1988, Mr Dodd was the Blacksmith and the building had been in the ownership of his family since 1898.
- The building consists of a main workshop area, which is single-storey with brick external walls, a fore and aft pitched roof with pantiles and a compacted floor with various surfaces.
- In addition to the single-storey workshop, to the left-hand side of the building is a two-storey storage area with a pitched and hipped pan tiled roof, brick external walls, suspended timber first floor and compacted floor.
- The majority of the doors and windows are constructed of timber with a small number of metal window frames in the two-storey section of the building.
- The property is located adjacent the river Welland with the river running to the rear of the property. To the right hand side of the property is an adjacent two-storey property which is now a holiday cottage.

3.0 Pictorial overview of the Forge

See on next page.

Condition Survey

Commercial in Confidence



The Forge and Store from the road



The rear of the Forge from the river

Condition Survey for Friends of Chain Bridge Forge

Version: 1

Date: July 2011

Condition Survey

Commercial in Confidence



Interior of the Store

Condition Survey for Friends of Chain Bridge Forge

Version: 1

Date: July 2011

Condition Survey

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Interior wall on second floor of the store showing additions to the original structure



Internal Shoeing Shed Door

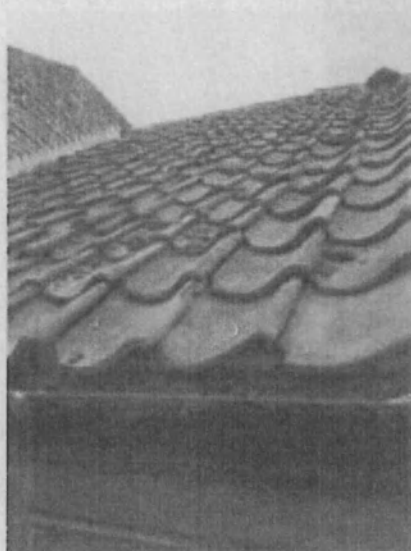
Condition Survey for Friends of Chain Bridge Forge

Version: 1

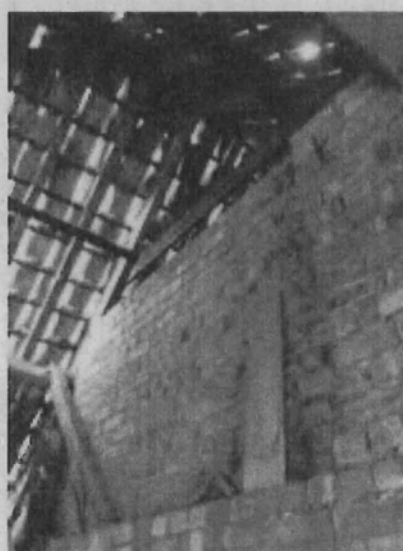
Date: July 2011

4.0 OBSERVATIONS

4.1 Upon entering the forge and looking up towards the roof the original pantiles have been laid upon timber battens which sit upon the exposed roof timbers. There is no under felt present and there is a significant amount of daylight penetrating between the pantiles.



Outside of Roof



Inside of Roof showing the light ingress



Roof on the river side with hole in roof and bottle

4.2 To the rear left-hand corner of the main workshop there is a hole in the roof where pantiles have been damaged. This area can be viewed externally revealing a bottle on the roof in this area and it appears that the bottle has been thrown and damaged the pantiles.

Condition Survey

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Hole in the roof from inside the Forge

4.3 Externally the pantiles appear in good order with a general light growth of moss across the roof.

4.4 To the rear of the property at some stage in the past the river bank has been stabilised by the introduction of stones along the river edge. The bank then slopes up to the rear of the property.

4.5 The river bank has a number of trees and shrubs and immediately adjacent the wall at The Old Forge are tree stumps which were no doubt removed during the refurbishment of the late 1980's early 1990's. There are a small number of saplings immediately adjacent to the rear wall of The Old Forge.



Samplings of the River Bank



Japanese Knot weed

4.6 Guttering to the rear of The Forge generally requires routine maintenance of clearing out and checking to ensure this is in good working order. There is a downpipe to the rear right-hand side corner of the forge which discharges directly onto the ground in this area. This has caused splash back and washing out of mortar between bricks in this area.

Condition Survey for Friends of Chain Bridge Forge

Version: 1

Date: July 2011

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4.7 A downpipe to the rear left-hand corner of the two-storey section of the property again discharges direct onto the ground and there is an area of brickwork missing immediately behind this. It is likely that brickwork has been affected by the long term action of water splashing from the downpipe and is gradually deteriorating until being removed during maintenance or refurbishment.



Right hand down pipe

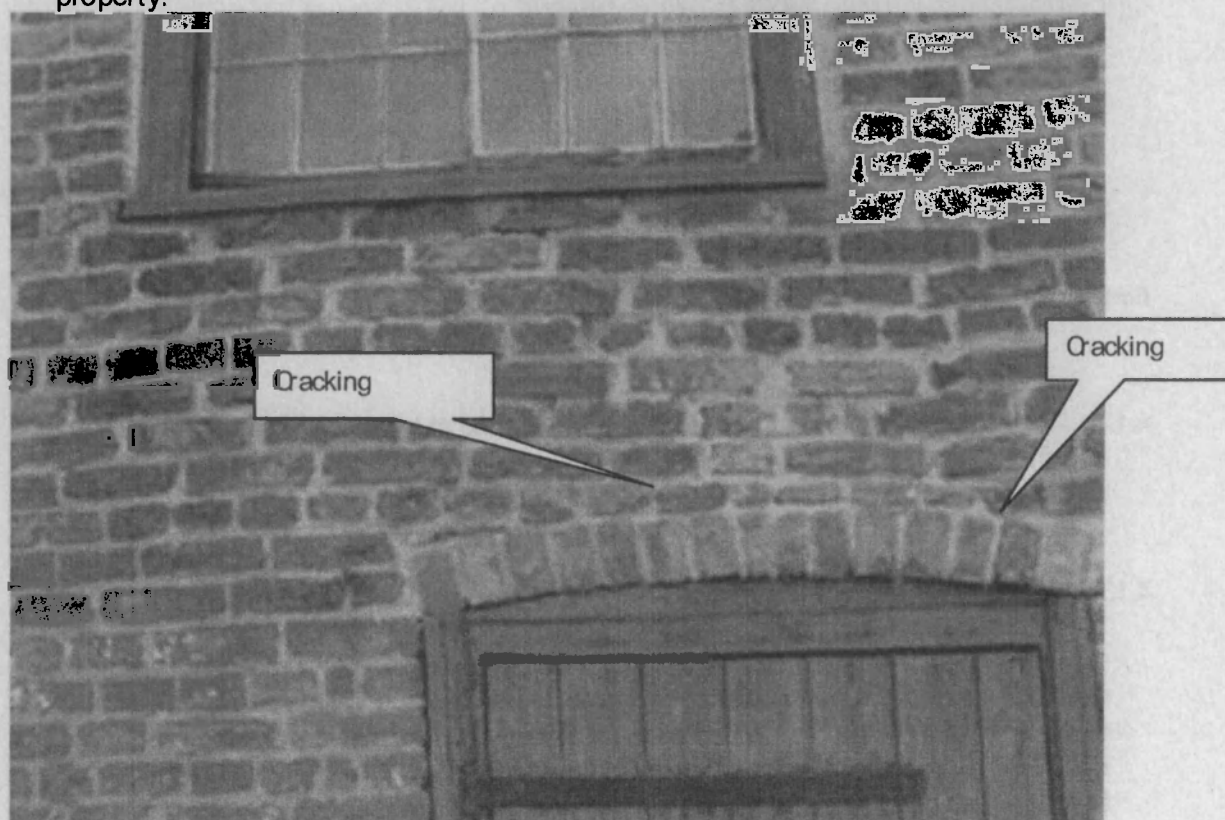
4.8 Externally to the rear and sides of the property, brickwork is in reasonable condition with sections having been reconstructed during the refurbishment of the late 1980's and areas of re-pointing being carried out at the same time. There are a small number of vertical cracks to the left-hand side of the two-storey section and these cracks extend up from ground level to approximately 1.5 metres.

4.9 To the front left-hand corner of the two-storey extension there is an area of brickwork to the lower left hand corner which is worn and where pointing has deteriorated.



Damaged bricks to the front left hand corner of the building

4.10 To the front elevation of the two-storey extension there is cracking above the ground floor door and below the first floor window. There is a further crack above the first floor window. The head of the ground floor door slopes down towards the left-hand side and there is an apparent bow in the brickwork to the left-hand side of the property.



Cracking in the brickwork above the store door

4.11 Along the front elevation of the single-storey workshop to the right-hand side a downpipe from the adjoining property runs into the gutter of the old forge. In this location the gutter appears to be overflowing either due to the amount of water coming down the downpipe or due to debris which is currently within the guttering. This has the result that fascias and the timber door in this area are very wet with moisture readings exceeding 50% in a number of areas



Guttering at the front of the Forge

4.12 To the rear of the property timber beading around at least one of the windows has come loose and will require re-fixing. Generally, externally doors and windows require routine decoration and maintenance.

4.13 Moving into the old forge in the area of the rear right-hand side corner there is timber boarding at ceiling height which is used as a storage area. Moisture readings were taken to the timber boards and ceiling joists in this area. These moisture readings were taken on a wood moisture equivalent setting which gives a percentage of moisture within the timber. In this area, readings up to 100% were recorded. The rear right-hand side corner timber window frame, lintel and wall plate also recorded very high moisture readings up to 100%.

4.14 In addition to the high moisture readings in the rear right-hand side corner area, there is evidence of mould spores indicating dry rot and also wet rot in the area.

Condition Survey

Commercial in Confidence



4.15 Similar high moisture readings were discovered in the first floor timber floor joists and floorboards to the two-storey left-hand side storage area.

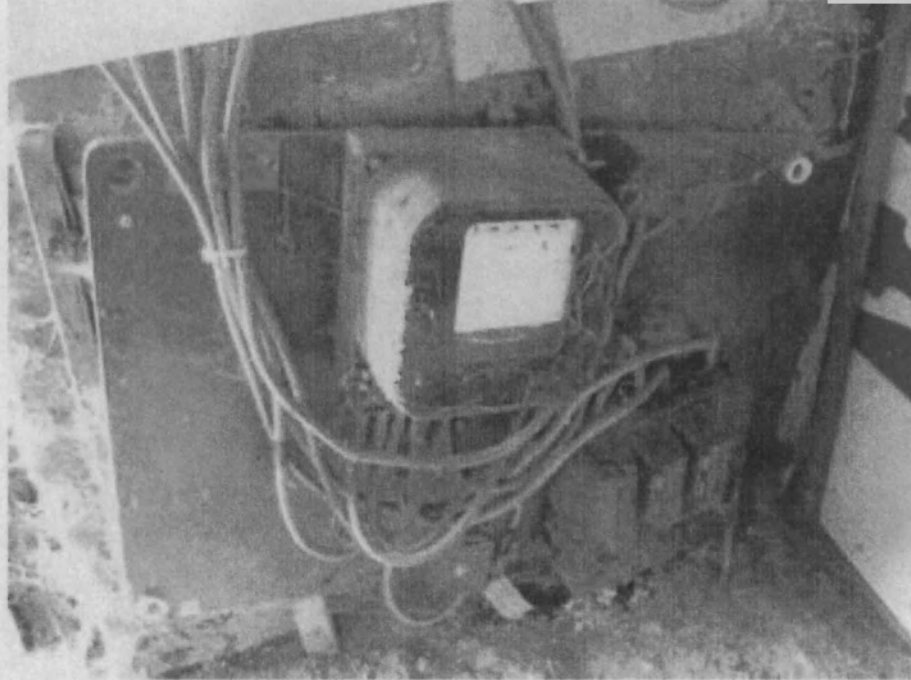
4.16 There is some evidence of woodworm infestation to one of the roof trusses although this appears to be of some age.



4.17 The floor within the old forge is uneven and has a number of difference surfaces and platforms for machinery. Originally the floor appears to have been bare earth with various timbers, slates, stones and concrete bases applied over the years.



- 4.18 The electrics into the building to the front left-hand side corner in the area of the two-storey storage area. It is understood that some of the lights are intermittent and this may be as a result of moisture variations within the structure.



- 4.19 It is understood that during heavy rainfall water penetrates underneath the front doors and soaks into the ground floor. During the inspection it could be seen that water had recently been present in the main single-storey forge area.

Condition Survey

Commercial in Confidence



Condition Survey for Friends of Chain Bridge Forge

Version: 1

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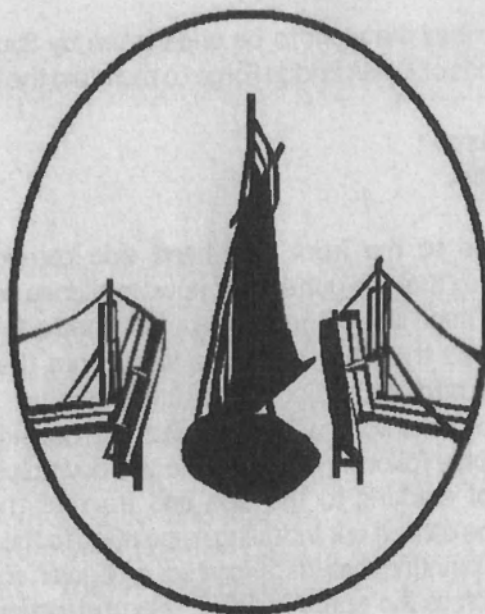
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THE FOURTH SCHEDULE

(Schedule of Works)

Schedule of Works

Commercial in Confidence



The Friends of Chain Bridge Forge

Schedule of Works

Prepared By:	Geoff Taylor	
Business Name:	The Friends of Chain Bridge Forge	
Address:	Site Address: High Street Spalding Lincolnshire PE11 1TX	Postal Address: 107 Hawthorn Bank Spalding Lincolnshire PE11 1JQ
Tel. Number:	07960 587724	
E-mail	chainbridgeforge@googlemail.com	
Website		

Schedule of Works for Friends of Chain Bridge Forge

Version: 1

Date: July 2011

Page 1

1. Overview

This document describes the work to be undertaken by South Holland District Council (SHDC) and the Friends of Chain Bridge Forge to maintain the Forge.

2. The Friends of the Forge

a. Remedial Work

- The downpipe to the front right-hand side corner of the property will be reconfigured so that the guttering it flows into does not overflow. Downpipes to the rear right hand side corner and rear left-hand side corner of the property will be extended so that they discharge away from the building and reduce the splash back to brickwork adjacent the downpipes.
- Re-pointing of brickwork will be carried out behind the rear right-hand side corner downpipe following alteration to the downpipe as recommended above. Re-pointing of cracking to the side and front of the two-storey area of the building will be carried out including re-pointing to the left-hand side of the front door where pointing has deteriorated. Regular routine re-pointing will be carried out across the entire building. Reconstruction of brickwork behind the rear left-hand downpipe at low level will also be carried out.
- Cracking to the front of the property on the two-storey section of the building indicates long standing movement in this area which has been ongoing, albeit, at a slow rate since the previous re-pointing in the late 1980's. Re-pointing, reinforcing bars from a proprietary manufacturer such as Helifix will be installed above the front door to reinstate the structural integrity of brickwork in this area.
- The property will be inspected on a regular basis to identify any evidence of ongoing movements.
- Re-fixing loose glazing beads and redecoration works.
- Repair the damaged roof tiles and agree with SHDC a longer term conservation programme for the roof. This will be completed within the first year of the lease.

b. Friends Routine Maintenance

- Routine maintenance to external doors and windows and other timbers such as fascia boards.
- Check and seal gutters and downpipes and redecorate these.
- The Friends will routinely check all appliances.
- During routine maintenance, the Friends will inspect all timbers to identify any areas where active woodworm may be encountered. Treat timbers will then be treated.

2. Council Routine Maintenance

- The Council to continue electrics inspection throughout the property
- The Council will maintain the river bank and remove vegetation

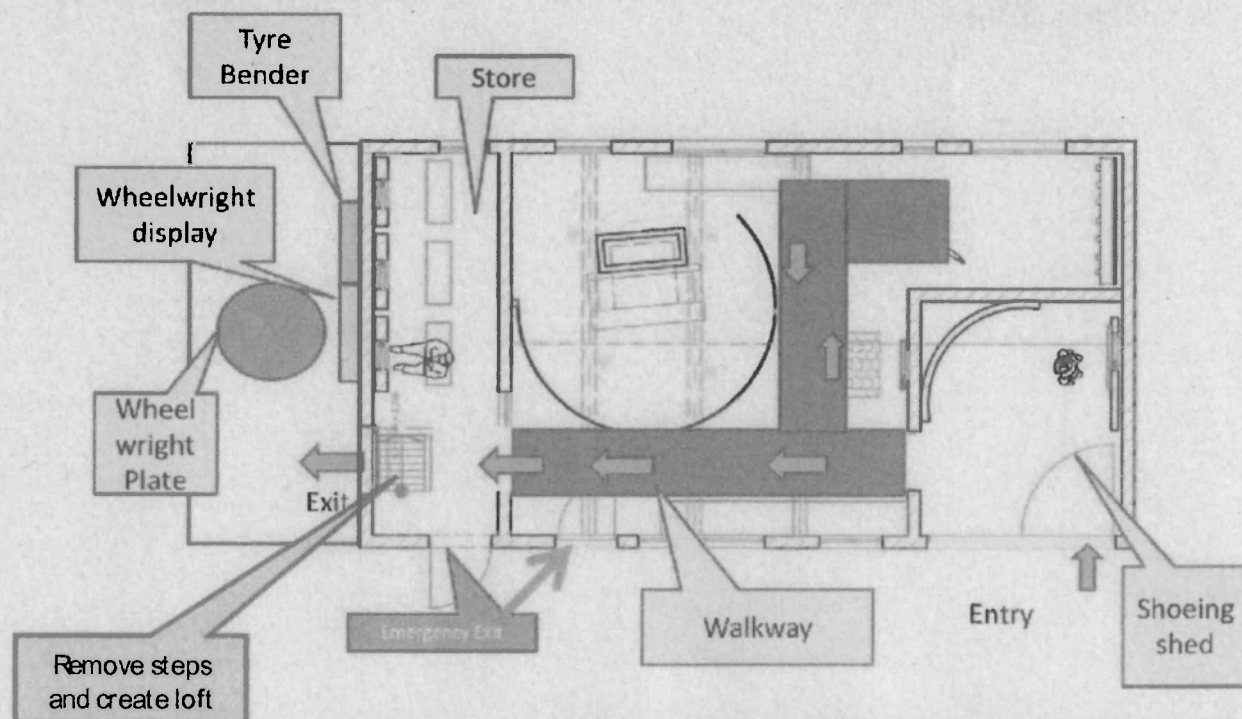
3. Remedial Work to Footpath

The ownership of the footpath is unclear the Friends will contact all interested parties to request that a channel drain is provided to the front of the property to reduce water seeping under the front doors and into the ground floor area. This will be discharge into the existing gully at the front of the property. This work would be covered under the Heritage Lottery Grant.

4. Proposed Alterations

The Friends are proposing to make alterations to the Forge to make it more visitor friendly and add to the security of the building. Draft sketches of the proposed alterations are as attached below. The final design scheme will be drawn by an architect and submitted to the council for approval.

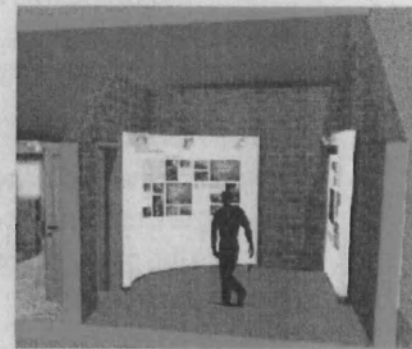
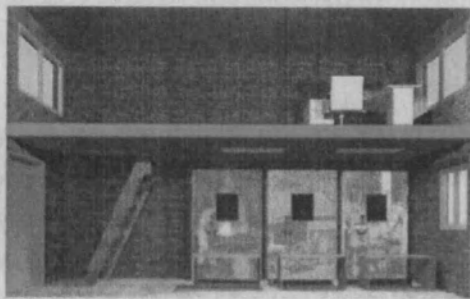
Possible Forge Exhibition Layout



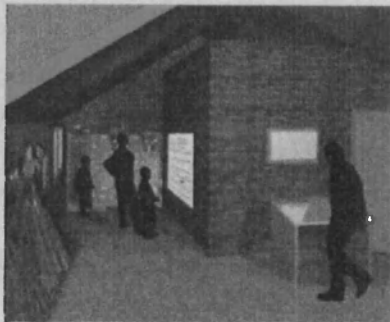
Computer Aided Design



Store – Audio Visual



Shoeing Shed



Behind Shoeing Shed



Forge

THE FIFTH SCHEDULE

(Subjections)

The entries on the registers of title number LL 278761' registered at Land Registry
Kingston upon Hull as set out in the official copy of the Register dated 2nd June 2011 at
12:31:05

The Common Seal of SOUTH HOLLAND)
DISTRICT COUNCIL was hereunto affixed)
in the presence of:)



Authorised Officer

Signed as a deed by)
THE FRIENDS OF CHAIN BRIDGE FORGE)
acting by a director and its secretary)
or acting by two directors)

[Handwritten signature]

Signature of Director

Signature of Director/Secretary

Executed as a deed by)
GEOFFREY BANK DODD)
In the presence of:)

Signature

Witness Sign

Witness name

Witness Address

IMPORTANT NOTICE

You are being offered a lease without security of tenure. Do not commit yourself to the lease unless you have read this message carefully and have discussed it with a professional adviser

Business tenants normally have security of tenure – the right to stay in their business premises when the lease ends.

If you commit yourself to the lease you will be giving up these important legal rights.

- You will have no right to stay in the premises when the lease ends.
- Unless the landlord chooses to offer you another lease, you will need to leave the premises.
- You will be unable to claim compensation for the loss of your business premises, unless the lease specifically gives you this right.
- If the landlord offers you another lease, you will have no right to ask the court to fix the rent.

It is therefore important to get professional advice – from a qualified surveyor, lawyer or accountant – before agreeing to give up these rights.

If you want to ensure that you can stay in the same business premises when the lease ends, you should consult your adviser about another form of lease that does not exclude the protection of the Landlord and Tenant Act 1954.

If you receive this notice at least 14 days before committing yourself to the lease, you will need to sign a simple declaration that you have received this notice and have accepted its consequences, before signing the lease.

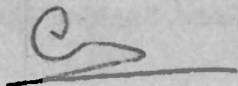
But if you do not receive at least 14 day' notice, you will need to sign a "statutory" declaration. To do so, you will need to visit an independent solicitor (or someone else empowered to administer oaths).

Unless there is a special reason for committing yourself to the lease sooner, you may want to ask the landlord to let you have at least 14 days to consider whether you wish to give up your statutory rights. If you then decided to go ahead with the agreement to exclude the protection of the Landlord and Tenant Act 1954, you would only need to make a simple declaration, and so you would not need to make a separate visit to an independent solicitor.

AND I make this solemn declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835

DECLARED THIS 1st day of September 2011

Before me



C.A. WOODLEY
ORW F&C 22A

(signature of person before whom declaration is made) *CLLHSTOR*

A commissioner for oaths or

A solicitor empowered to administer oaths

11 August 2011

LANDLORD AND TENANT ACT 1954

Statutory Declaration to be made
by Tenant (who has received less than 14 days' notice of a proposal for a
lease excluding security of tenure)
that Sections 24 to 28 of the Landlord and Tenant Act 1954
are NOT to apply to a Business Tenancy

I C. TAYLOR (name of declarant) of The Friends of Chain
Bridge Forge who registered office is situate at Chain Bridge Forge High Street
Spalding Lincolnshire PE11 1TX (Company No. 07575790) ("the tenant") do solemnly
and sincerely declare that:-

1. The Friends of Chain Bridge Forge propose to enter into a tenancy of premises
at Chain Bridge Forge High Street Spalding Lincolnshire for a term of 25 years
commencing on the date stated in the lease.
2. The tenant proposes to enter into an agreement with South Holland District
Council that the provisions of sections 24 to 28 of the Landlord and Tenant Act
1954 (security of tenure) shall be excluded in relation to the tenancy
3. The landlord has served on the tenant a notice in the form, or substantially in the
form, set out in Schedule 1 to the Regulatory Reform (Business Tenancies)
(England and Wales) Order 2003. The form of notice set out in that Schedule is
reproduced overleaf.
4. The tenant has read the notice referred to in paragraph 3 above and accepts the
consequences of entering into the agreement referred to in paragraph 2 above
5. I am duly authorised by the tenant to make this declaration.

DECLARED THIS 1st day of September 2011

Signed C. Taylor (Director/Secretary)

Edwards
StH

To: The Secretary, The Friends of Chain Bridge Forge, Chain Bridge Forge, High Street,
Spalding, Lincolnshire PE11 1TX

From: South Holland District Council, Council Offices, Priory Road, Spalding, Lincolnshire
PE11 2XE

11 August 2011