

Meeting of:	Cabinet
Date of Meeting:	Thursday, 12 March 2026
Relevant Scrutiny Committee:	Place Scrutiny Committee
Report Title:	Ogmore Surf Life Saving Club - Renewal of Lease
Purpose of Report:	To consider a request from Pen y Bont Surf Life Saving Club, to issue a new lease for the Ogmore lifeguard building, so grant options can be explored to enhance or rebuild the existing building
Report Owner:	Cabinet Member for Neighbourhood and Building Services
Responsible Officer:	Director of Environment and Housing
Elected Member and Officer Consultation:	Ward Members: Councillor Joanne Protheroe Councillor Carys Stallard
Policy Framework:	This is a matter for Executive decision by Cabinet
<p>Executive Summary:</p> <ul style="list-style-type: none"> • Pen y Bont Surf Life Saving Club (SLSC) has requested a new 25-year lease for the Ogmore-by-Sea Lifeguard Building to enable the club to access external grant funding and support future development, of the facility. • The current lease expires in 2035, which restricts eligibility for most grant programmes that require long-term security of tenure. • The club intend to seek grant funding to develop the existing building or consider a full rebuild, either initiative would be brought back to Cabinet through a separate report for consideration. • It will be necessary to vary the existing lease arrangements with the Council's landlord to increase subletting from 15-years to 25-years. This is a restriction in the current agreement. • By granting a new 25-year lease, the Council will be indirectly supporting the Club in accessing funding to upgrade and improve the building's energy efficiency, aligning with local climate and sustainability objectives. • Local ward Members have been consulted and are supportive of the proposals. 	

Recommendations

1. That Cabinet considers granting delegated authority to the Director of Environment and Housing , in consultation with the Cabinet Member for Neighbourhood and Building Services, and the Head of Financial Services/S151 Officer, to facilitate with the Council's landlord, an increase in the subletting period within the existing lease from 15 to 25 years, and issuing Pen y Bont Surf Lifesaving Club a new 25-year lease, to enable future grant applications to be explored.
2. That the Monitoring Officer/Head of Legal Services and Democratic Services be authorised to prepare, complete and execute the required legal documentation, to allow for a new 25-year lease to be issued to the Surf Lifesaving Club.

Reasons for Recommendations

1. To allow the club to explore grant options to enhance or rebuild the existing building.
2. To legally formalise a new lease arrangement on agreeable terms.

1. Background

- 1.1** The Council has been approached by Pen y Bont Surf Life Saving Club (SLSC) with a request for a new 25-year lease for the Lifeguard Building located at Rivermouth Car Park, Ogmere-by-Sea (Appendix A).
- 1.2** The current building stands on land owned by Dunraven Estates, for which the Council holds a 99-year head lease that commenced 19th April 2010 (Appendix B). The Council subsequently granted an underlease to Pen y Bont Surf Lifesavers for a 25-year term from 17th November 2010 (Appendix C).
- 1.3** The SLSC has ambitious plans to secure external grant funding to enhance or rebuild the existing building, replacing it with a modern, fit-for-purpose community facility that will continue to support vital lifeguard services.
- 1.4** The existing lease is due to expire in 2035. Most capital grant funding programmes require a lease term of more than 20 years, meaning the current arrangement restricts the club's eligibility.
- 1.5** Additionally, our existing sublease with the landowner does not allow the Council to sublet to the club, for a term that exceeds 15 years. Therefore, it will also be necessary to approach the landlord and request authority to increase the existing sublet arrangement, to a period of up to 25-years.
- 1.6** The lease will be outside the Landlord and Tenant Act 1954, the same as the existing lease (no legal right to re-new).
- 1.7** To progress any redevelopment, the club will need to surrender its existing lease so a new 25-year lease can be granted.
- 1.8** The existing lease also does not allow for any external and or structural alterations, as well as any non-structural internal alterations, and needs consent

from the landlord for which there will be a fee. Therefore, a Deed of Variation will be required at some point in the future, if the club is successful securing grant funding, and these provisions are reflected in the sublease. It will be a condition that any costs sustained, are reimbursed by the club.

- 1.9 Any future development would be reported to Cabinet through a separate report for consideration.

2. Key Issues for Consideration

- 2.1 The SLSC has operated at Ogmores-by-Sea since 1967 and has expanded significantly over time. The club now supports thriving nippers, junior, senior, and masters sections, and continues to provide regular patrols on weekends and bank holidays.
- 2.2 The club delivers wider community benefits through an extensive programme of training, including modern lifesaving skills, resuscitation techniques, first aid, and water safety education.
- 2.3 In recent years, the club has taken an increasingly proactive role in coastal safety and community engagement. This includes expanding its training offer, supporting local events, and contributing to a safer coastline for both residents and visitors. The club's work complements the Council's paid lifeguard service delivered by the Royal National Lifeboat Institution (RNLI).
- 2.4 The current building is in urgent need of investment and suffers from poor condition and design limitations, exacerbated by its challenging coastal environment. A lack of sustained investment has also contributed to the building's deterioration.
- 2.5 A renewed long-term lease would give the Club the security it needs to apply for funding to undertake essential building upgrades. These could include improved equipment storage, modernised facilities, enhanced accessibility, and energy-efficiency improvements.
- 2.6 The club has indicated its intention to apply for external grant funding to either fully refurbish or completely rebuild the clubhouse. Any such redevelopment proposal would be subject to a further Cabinet report for formal consideration and approval.
- 2.7 A long-term lease is essential to progress these opportunities, as most capital grant schemes require long-term security of tenure. A future rebuild would also create opportunities to incorporate modern, low-carbon construction methods and significantly improve the building's energy performance.

- 2.8** Issuing a new 25-year lease would ensure the continuity of an important coastal safety service, enable significant future investment, and support the long-term sustainability, resilience, and wellbeing of the Ogmore-by-Sea community.

3. How do proposals evidence the Five Ways of Working and contribute to our Well-being Objectives?

- 3.1** By revoking and issuing a new lease, with Pen y Bont SLSC, Neighbourhood Services are meeting all the 5 ways of working as it looks at the long term, taking an integrated approach, involving people, collaborating with others, and prevention.
- 3.2** Additionally, it contributes to a healthier Wales, a more equal Wales, a Wales of cohesive communities, and a Wales of vibrant, culture and thriving Welsh language.
- 3.3** The Club also plays a significant role in promoting outdoor recreation, lifesaving, and water safety across all age groups. Its activities encourage active travel to the coast, physical wellbeing, and environmental awareness. This is aligned with national climate and wellbeing goals promoting low-impact, community-based activity
- 3.4** The report highlights that renewing the lease meets the Welsh Government’s “Five Ways of Working,” particularly long-term planning and prevention. These principles are central to Wales’ climate strategy under the Well-being of Future Generations Act. By planning for the long term and enabling preventative work (such as improved building performance and community education), the lease aligns with statutory sustainability duties.

4. Climate Change and Nature Implications

- 4.1** The Clubhouse represents a valuable amenity for the local community. The offer of a new lease for the Clubhouse could provide an opportunity to apply for grants that improve the energy efficiency of the building.
- 4.2** This report states that a new lease would create opportunities for the club to apply for grants aimed at improving the building’s energy performance. This includes upgrades such as insulation, modern heating, renewable technologies, or efficient lighting—all of which reduce carbon emissions. The long-term security of tenure is essential for most grant funding bodies, who require evidence that the applicant will remain in occupation long enough to justify capital investment. By issuing a new 25-year lease, the Council unlocks these funding pathways, allowing the Club to improve the environmental performance of the lifeguard building.

5. Resources and Legal Considerations

Financial

- 5.1** The proposed new lease would be on similar terms to the existing lease and therefore there would be no new resource implications.

Employment

5.2 There are no employment issues associated with this report.

Legal (Including Equalities)

5.3 The new lease (and associated surrender documentation) would need to be prepared by the Council's Legal Department.

5.4 The Council has the power under s.123 of the Local Government Act 1972 to dispose of land in any manner it wishes, including the granting of a lease. The only constraint's is that the disposal must be for the best consideration reasonably obtained. As mentioned in para 6, the rent is low in commercial terms. However, when certain conditions are met, disposal at less than best consideration can be authorised where the under value is less than £2m and the purpose of the disposal secures the promotion or improvement of the economic, social and environmental well-being of the area. For the reasons stated in the body of the report, the proposal satisfies this criteria.

6. Background Papers

None.



Founded 1967

PENYBONT SURF LIFE SAVING CLUB

The Orchard
The Court
Coychurch
BRIDGEND
Mid Glamorgan
CF35 5EH

Charity No: 1048638

www.penybontslsc.org.uk

Colin Smith
Vale of Glamorgan Council
Civic Offices, Holten Road
Barry
CF63 4RU

Dear Colin,

As previously discussed, Penybont SLSC would like to extend the current lease of the lifeguard building at Ogmore by Sea. As you know, we have been in discussion with Vale of Glamorgan Councillors (Cllr Protheroe and Cllr Stallard) about the possibility of either a new building or upgrading the current building. Extending the lease will help the grant application process where there are sometimes minimum lease requirements for building grants.

We would like to extend the lease as soon as possible. We are aware that this would need to be approved at cabinet. Please could you schedule this for the next available session. If more information is required please reach out.

The club committee has agreed to this along with the charity trustees.

Kind regards,

Craig Robinson
Chair - Penybont Surf Lifesaving Club

LEASE OF PART

LR1. Date of lease

19th April 2010

LR2. Title number(s)

LR2.1 Landlord's title number(s)

*Title number(s) out of which this lease is granted.
Leave blank if not registered.*

LR2.2 Other title numbers

Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made.

LR3. Parties to this lease

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.

Landlord

JULIAN PETER GOLUNSKI of One Central Park Western Avenue Bridgend Industrial Estate Bridgend CF31 3TZ and **WILLIAM BARNARD REGINALD BELLINGHAM SOMERVILLE** of Dargle Hill Enniskerry County Wicklow in the Republic of Ireland and **STEPHEN JOSEPH WALSH** of 98 Clonard Drive Sandyford Dublin 16 Republic of Ireland acting as Trustees for the Dunraven Estate

Tenant

THE VALE OF GLAMORGAN COUNCIL of Civic Offices Holton Road Barry CF63 4RU

Other parties

Specify capacity of each party, for example "management company", "guarantor", etc.

LR4. Property

Insert a full 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.

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.

As described in clause 1.2

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.

LR5. Prescribed statements etc.

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.

In LR5.2, omit or delete those Acts which do not apply to this lease.

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.

LR5.2 This lease is made under, or by reference to, provisions of.

LR6. Term for which the Property is leased

Include only the appropriate statement (duly completed) from the three options.

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.

99 years from and including 1 January 2010

LR7. Premium

Specify the total premium, inclusive of any VAT where payable.

None

LR8. Prohibitions or restrictions on disposing of this lease

Include whichever of the two statements is appropriate.

Do not set out here the wording of the provision.

This lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

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.

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

None

LR9.2 Tenant's covenant to (or offer to) surrender this lease

None

LR9.3 Landlord's contractual rights to acquire this lease

None

LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property

None

Insert the relevant provisions or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.

LR11. Easements

Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements.

LR11.1 Easements granted by this lease for the benefit of the Property

See first schedule

LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property

See second schedule

LR12. Estate rentcharge burdening the Property

Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the rentcharge.

None

LR13. Application for standard form of restriction

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 the restriction you are applying for.

Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.

**LR14. Declaration of trust where
there is more than one person
comprising the Tenant**

*If the Tenant is one person, omit or
delete all the alternative statements.*

*If the Tenant is more than one
person, complete this clause by
omitting or deleting all inapplicable
alternative statements.*

LEASE DATED

19th April 2010

1. Particulars

- 1.1.1 the Landlord **JULIAN PETER GOLUNSKI** of One Central Park Western Avenue Bridgend CF31 3TZ and **WILLIAM BARNARD REGINALD BELLINGHAM SOMERVILLE** of Dargle Hill Enniskerry County Wicklow in the Republic of Ireland and **STEPHEN JOSEPH WALSH** of 98 Clonard Drive Sandyford Dublin 16 Republic of Ireland
- 1.1.2 the Tenant **THE VALE OF GLAMORGAN COUNCIL** of Civic Offices Holton Road Barry CF63 4RU
- 1.2 the Premises The Ogmore lifeguard building at Ogmore by Sea and shown coloured red on the plans marked Plan 1 and Plan 2 annexed hereto
- 1.3 Contractual Term 99 years from and including 1 January 2010
- 1.4 Rent Commencement Date the date hereof
- 1.5 Rent one peppercorn (if demanded)
- 1.6 Interest Rate 4% above the base rate for the time being of Barclays Bank PLC or such other UK Clearing Bank as the Landlord may from time to time nominate in writing
- 1.7 Permitted User Use as a lifeguard and first aid station and/or for the storage of boat and surf equipment and/or use as toilets for the general public
- 1.8 Exterior Decorating Years 2013 and every fifth anniversary thereof
- 1.9 Interior Decorating Years 2013 and every fifth anniversary thereof

2. Definitions

- 2.1 For all purposes of this lease the terms defined in clauses 1 and 2 have the meanings specified
- 2.2 "Adjoining Property" means any neighbouring or adjoining land in which the Landlord (or a company that is a member of the same group as the Landlord within the meaning of Section 42 of the 1954 Act) has a freehold or leasehold interest or in which during the Term the Landlord or such a company shall have acquired a

freehold or leasehold interest"

- 2.3 "Building" means the building or buildings now or at any time during the Term erected on the whole or part of the Premises
- 2.4 "Insured Risks" means fire lightning explosion aircraft (including articles dropped from aircraft) riot civil commotion malicious persons earthquake storm tempest flood bursting and overflowing of water pipes tanks and other apparatus and impact by road vehicles and such other risks as the Landlord from time to time by notice to the Tenant reasonably requires the Tenant to insure against
- 2.5 "Interest" means interest during the period from the date on which the payment is due to the date of payment both before and after any judgment at the Interest Rate then prevailing or should the base rate referred to in clause 1.6 cease to exist such other rate of interest as is most closely comparable with the Interest Rate to be agreed between the parties or in default of agreement to be determined by the Surveyor acting as an expert and not as an arbitrator
- 2.6 "the 1954 Act" means the Landlord and Tenant Act 1954 and all statutes regulations and orders included by virtue of clause 3.14
- 2.7 "Pipes" means all pipes sewers drains mains ducts conduits gutters watercourses wires cables channels flues and all other conducting media and includes any fixing louvres cowls and any other ancillary apparatus which are in on or under or which serve the Premises
- 2.8 "the Plan" means the plan annexed to this lease
- 2.9 "the Planning Acts" means the Town and Country Planning Act 1990 and all statutes regulations and orders included by virtue of clause 3.14
- 2.10 "Surveyor" means any chartered surveyor or firm of chartered surveyors appointed by the Landlord to perform any of the functions of the Surveyor under this lease (including an employee of the Landlord or a company that is a member of the same group as the Landlord within the meaning of Section 42 of the 1954 Act and including also the person or firm appointed by the Landlord to collect the Rent)

3. Interpretation

- 3.1 The expressions "the Landlord" and "the Tenant" wherever the context so admits include the person for the time being entitled to the reversion immediately expectant on the determination of the Term and the Tenant's successors in title respectively and any reference to a superior landlord includes the Landlord's immediate reversioner (and any superior landlords) at any time

- 3.2 Where the Landlord or the Tenant for the time being are two or more persons obligations expressed or implied to be made by or with such party are deemed to be made by or with such persons jointly and severally
- 3.3 Words importing one gender include all other genders
- 3.4 Words importing the singular include the plural and vice versa
- 3.5 The expression "the Premises" includes:
 - 3.5.1 the Building
 - 3.5.2 all additions and improvements to the Premises
 - 3.5.3 all the Landlord's fixtures and fittings and fixtures of every kind which shall from time to time be in or upon the Premises (whether originally affixed or fastened to or upon the Premises or otherwise) except any such fixtures installed by the Tenant that can be removed from the Premises
 - 3.5.4 all Pipes in on under or over the Premises that exclusively serve the Premises and
 - 3.5.5 all walls and fences forming the boundaries of the Premises and references to "the Premises" in the absence of any provision to the contrary include any part of the Premises
- 3.6 The expression "the Term" includes the Contractual Term and any period of holding-over or extension or continuance of the Contractual Term whether by statute or common law
- 3.7 References to "the last year of the Term" include the last year of the Term if the Term shall determine otherwise than by effluxion of time and references to "the expiration of the Term" include such other determination of the Term
- 3.8 References to any right of the Landlord to have access to the Premises shall be construed as extending to any superior landlord and any mortgagee of the Premises and to all persons authorised by the Landlord and any superior landlord or mortgagee (including agents professional advisers contractors workmen and others)
- 3.9 Any covenant by the Tenant not to do an act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done by another person
- 3.10 Any provision in this lease referring to the consent or approval of the Landlord shall be construed as also requiring the consent or approval of any mortgagee of the Premises and any superior landlord where such consent shall be required but nothing in this lease shall be construed as implying that any obligation is imposed upon any mortgagee or any superior landlord not unreasonably to refuse any such consent or approval

- 3.11 References to "consent of the Landlord" or words to similar effect means a consent in writing signed by or on behalf of the Landlord and to "approved" and "authorised" or words to similar effect mean (as the case may be) approved or authorised in writing by or on behalf of the Landlord
- 3.12 The terms "the parties" or "party" mean the Landlord and/or the Tenant
- 3.13 "Development" has the meaning given by the Town and Country Planning Act 1990 Section 55
- 3.14 Any references to a specific statute include any statutory extension or modification amendment re-enactment of such statute and any regulations or orders made under such statute and any general reference to "statute" or "statutes" includes any regulations or orders made under such statute or statutes
- 3.15 References in this lease to any clause sub-clause or schedule without further designation shall be construed as a reference to the clause sub-clause or schedule to this lease so numbered
- 3.16 The clause paragraph and schedule headings do not form part of this lease and shall not be taken into account in its construction or interpretation

4. Demise

The Landlord demises to the Tenant the Premises with full title guarantee **TOGETHER WITH** the rights specified in the first schedule **EXCEPT AND RESERVING** to the Landlord the rights specified in the second schedule **TO HOLD** the Premises to the Tenant for the Contractual Term **SUBJECT** to all commonable and other rights profits and easements of whatever nature affecting the Premises **YIELDING AND PAYING** to the Landlord the Rent (if demanded) payable annually in arrear on 1 January

5. The Tenant's covenants

The Tenant covenants with the Landlord:

5.1 Rent

To pay the Rent on the days and in the manner set out in this lease 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

5.2 Outgoings and VAT

To pay and to indemnify the Landlord against:

5.2.1 all rates taxes assessments duties charges impositions and outgoings which

are now or during the Term shall be charged assessed or imposed upon the Premises or upon the owner or occupier of them

5.2.2 VAT (or any tax of a similar nature that may be substituted for it or levied in addition to it) chargeable in respect of any payment made by the Tenant under any of the terms of or in connection with this lease on provision of a valid VAT invoice or in respect of any payment made by the Landlord where the Tenant agrees in this lease to reimburse the Landlord for such payment to the extent that the tax is not recoverable by the Landlord as input tax

5.3 Electricity, gas and other services consumed

To pay to the suppliers and to indemnify the Landlord against all charges for electricity gas and other services consumed or used at or in relation to the Premises (including meter rents)

5.4 Repair, cleaning, decoration etc

5.4.1 To keep the whole of the Premises in repair excepting damage caused by an Insured Risk other than where the insurance money is irrecoverable in consequence of any act or default of the Tenant or anyone at the Premises expressly or by implication with the Tenant's authority

5.4.2 To clean the Premises and keep them in a clean condition

5.4.3 Not to cause the Adjoining Property or any other land roads or pavements abutting the Premises to be untidy in a dirty condition and in particular (but without prejudice to the generality of the foregoing) not to deposit on them refuse or other materials

5.4.4 In the Exterior Decorating Years and in the last year of the Term to redecorate the exterior of the Building and in each of the Interior Decorating Years and in the last year of the Term to redecorate the interior of the Building in both instances in a good and workmanlike manner and with appropriate materials of good quality to the reasonable satisfaction of the Surveyor

5.4.5 Where the use of Pipes boundary structures or other things is common to the Premises and any adjoining or neighbouring premises (other than the Adjoining Property) to be responsible and to indemnify the Landlord against all sums due from and to undertake all work that is the responsibility of the owner lessee or occupier of the Premises in relation to those Pipes or other things

5.5 Alterations

5.5.1 Not to:

- 5.5.1.1 make any addition to the Premises
- 5.5.1.2 unite the Premises with any adjoining premises
- 5.5.1.3 make any alteration to the Premises save as permitted by the following provisions of this clause
- 5.5.2 Not to make internal non-structural alterations to the Building without:
 - 5.5.2.1 obtaining and complying with all necessary consents of any competent authority and paying all charges of any such authority in respect of such consents
 - 5.5.2.2 making an application supported by reasonable drawings and where appropriate a reasonable specification in duplicate
 - 5.5.2.3 paying the reasonable and proper fees of the Landlord any superior landlord any mortgagee and their respective professional advisers and
 - 5.5.2.4 entering into such covenants as the Landlord may reasonably require as to the execution and reinstatement of the alterations
- 5.5.3 Subject to the provisions of clause 5.5.2 not to make any non-structural alterations to the Building without the consent of the Landlord such consent not to be unreasonably withheld or delayed
- 5.5.4 To remove any additional buildings additions alterations or improvements made to the Premises at the expiration of the Term if reasonably so requested by the Landlord and to make good any part or parts of the Premises which may be damaged by such removal
- 5.5.5 Not to make connection with the Pipes that serve the Premises without having obtained any necessary consents from the competent statutory authority or undertaker
- 5.6 **Poles and masts**

Not to erect any pole or mast (whether in connection with telegraphic telephonic radio or television communication or otherwise) upon the Premises **PROVIDED THAT** the Tenant shall be entitled with the prior written consent of the Landlord to erect a pole or mast which is for the Tenant's own purposes in connection with the Permitted User only
- 5.7 **Statutory obligations**
 - 5.7.1 At the Tenant's own expense to execute all works and provide and maintain all arrangements upon or in respect of the Premises or the use to which the Premises are being put that are required in order to comply with the

requirements of any statute (already or in the future to be passed) or any government department local authority or public or competent authority or court of competent jurisdiction regardless of whether such requirements are imposed on the lessor the lessee or the occupier but only insofar as such work or arrangements are the Tenant's responsibility under this lease

5.7.2 Not knowingly to do in or near the Premises any act or thing by reason of which the Landlord may under any statute incur have imposed upon it or become liable to pay any penalty damages compensation costs charges or expenses

5.7.3 Without prejudice to the generality of the above to comply in all respects with the provisions of any statutes and any other obligations imposed by law or by any byelaws applicable to the Premises or in regard to carrying on the trade or business for the time being carried on at the Premises

5.8 Access of Landlord and notice to repair

5.8.1 To permit the Landlord upon giving not less than 5 working days' prior written notice (except in cases of emergency):

5.8.1.1 to enter upon the Premises for the purpose of ascertaining that the covenants and conditions of this lease have been observed and performed

5.8.1.2 to view the state of repair and condition of the Premises the Landlord making good as soon as reasonably practicable any damage thereby caused when such opening up reveals no breaches and

5.8.1.3 to give to the Tenant (or leave upon the Premises) a notice specifying any repairs that the Tenant has failed to execute in breach of the terms of this lease and to request the Tenant immediately to execute the same

5.8.2 Immediately to repair the Premises as required by such notice

5.8.3 If within two months of the service of such a notice the Tenant shall not have commenced and be proceeding diligently with the execution of the work referred to in the notice or shall fail to complete the work within a reasonable period to permit the Landlord to enter the Premises to execute such work as may be necessary to comply with the notice and to pay the Landlord the reasonable and proper cost of so doing and all expenses reasonably and properly incurred by the Landlord (including legal costs and surveyor's fees) within 28 days of a written demand

5.9 Dealing

- 5.9:1 Not to hold on trust for another or (save pursuant to a transaction permitted by and effected in accordance with the provisions of this lease) part with the possession of the whole or any part of the Premises or permit another to occupy the whole or any part of the Premises
- 5.9:2 Not to assign or charge the whole or any part of the Premises **PROVIDED THAT** the Tenant shall be entitled to assign the Premises to a statutory successor to the Vale of Glamorgan Council
- 5.9:3 Not to underlet the whole or any part of the Premises without the prior consent of the Landlord such consent not to be unreasonably withheld or delayed **PROVIDED THAT** the Tenant shall be entitled to underlet the Premises to the Penybont Surf Life Saving Club
- 5.9:4 To procure that each and every permitted underlease shall be granted without any fine or premium for a term not exceeding 15 years and shall contain provisions approved by the Landlord:
- 5.9:4.1 prohibiting the undertenant from doing or allowing any act or thing in relation to the underlet premises inconsistent with or in breach of the provisions of this lease
 - 5.9:4.2 for re-entry by the underlandlord on breach of any covenant by the undertenant
 - 5.9:4.3 imposing an absolute prohibition against all dispositions of or other dealings whatever with the Premises other than an assignment of the whole of the area included in the underlease
 - 5.9:4.4 prohibiting any assignment of the whole of the area included in the underlease without the prior consent of the Landlord under this lease
 - 5.9:4.6 prohibiting the undertenant from permitting another to occupy any the whole or any part of the Premises
 - 5.9:4.7 imposing in relation to any permitted assignment the same obligations for registration with the Landlord as are contained in this lease in relation to dispositions by the Tenant and
 - 5.9:4.8 whereby the provisions of the Landlord and Tenant Act 1954 sections 24 to 28 do not apply to such underletting

- 5.9:5 Prior to any permitted underletting to procure that the undertenant enters into direct covenants with the Landlord to the like effect as those contained in clause 5.9:4
- 5.9:6 To enforce the performance and observance by every such undertenant of the provisions of the underlease (without being obliged to forfeit the underlease) and not at any time either expressly or by implication to knowingly waive any breach of the covenants or conditions on the part of any undertenant or assignee of any underlease nor (without the consent of the Landlord such consent not to be unreasonably withheld or delayed) vary the terms of any permitted underlease
- 5.9:7 In relation to any permitted underlease:
- 5.9:7.1 to ensure that the rent is reviewed in accordance with the terms of the underlease
- 5.9:9.2 not to agree the reviewed rent with the undertenant without the approval of the Landlord
- 5.9:9.3 not to agree upon the appointment of a person to act as the third party determining the rent in default of agreement without the approval of the Landlord
- 5.9:9.4 to give notice to the Landlord of the details of the determination of every rent review within 28 days
provided that the Landlord's approvals specified above shall not be unreasonably withheld or delayed
- 5.9:10 Within 28 days of any assignment or underlease or any transmission or other devolution relating to the Premises to produce for registration with the Landlord's solicitor such deed or document or a certified copy of it and to pay the Landlord's solicitor's reasonable charges for the registration of every such document not being less than £40 (Forty Pounds)

5.10 Nuisance etc and residential restrictions

- 5.10.1 Not to do nor allow to remain upon the Premises anything which may be or become or cause a nuisance annoyance disturbance injury or damage to the Landlord or its tenants or the owners or occupiers of the Adjoining Property or any other adjacent or neighbouring premises
- 5.10.2 Not to use the Premises for a sale by auction or for any dangerous noxious noisy or offensive trade business manufacture or occupation nor for any illegal or immoral act or purpose
- 5.10.3 Not to use the Premises as sleeping accommodation or for residential

purposes nor keep any animal fish reptile or bird anywhere on the Premises

5.11 Landlord's costs

To pay to the Landlord on an indemnity basis all reasonable and proper costs fees charges disbursements and expenses (including without prejudice to the generality of the above those payable to counsel solicitors surveyors and bailiffs) reasonably and properly incurred by the Landlord in relation to or incidental to:

- 5.11.1 every application made by the Tenant for a consent or licence required by the provisions of this lease whether such consent or licence is granted or refused or proffered subject to any qualification or condition or whether the application is withdrawn but not where consent is unreasonably withheld or granted subject to unlawful conditions
- 5.11.2 the preparation and service of a notice under the Law of Property Act 1925 Section 146 or incurred by or in reasonable contemplation of proceedings under Sections 146 or 147 of that Act notwithstanding that forfeiture is avoided otherwise than by relief granted by the court
- 5.11.3 the recovery or attempted recovery of arrears of rent or other sums due from the Tenant

5.12 The Planning Acts

- 5.12.1 Not to commit any breach of planning control (such term to be construed as it is used in the Planning Acts) and to comply with the provisions and requirements of the Planning Acts that affect the Premises whether as to Permitted User or otherwise and to indemnify (both during or following the expiration of the Term) and keep the Landlord indemnified against all liability whatsoever including costs and expenses in respect of any contravention
- 5.12.2 At the expense of the Tenant to obtain all planning permissions and to serve all such notices as may be required for the carrying out of any operations or user on the Premises which may constitute Development provided that no application for planning permission shall be made without the previous consent of the Landlord such consent not to be unreasonably withheld or delayed
- 5.12.3 Subject only to any statutory direction to the contrary to pay and satisfy any charge or levy that may subsequently be imposed under the Planning Acts in respect of the carrying out or maintenance of any such operations or the commencement or continuance of any such user
- 5.12.4 Notwithstanding any consent which may be granted by the Landlord under this lease not to carry out or make any alteration or addition to the Premises or any change of use until:

5.12.4.1 all necessary notices under Planning Acts have been served and copies produced to the Landlord and

5.12.4.2 all necessary permissions under the Planning Acts have been obtained and produced to the Landlord

5.12.5 Unless the Landlord shall otherwise direct to carry out and complete before the expiration of the Term:

5.12.5.1 any works stipulated to be carried out to the Premises by a date subsequent to such expiration as a condition of any planning permission granted for any Development begun before the expiration of the Term and

5.12.5.2 any Development begun upon the Premises in respect of which the Landlord shall or may be or become liable for any charge or levy under the Planning Acts

5.13 Plans, documents and information

If called upon to do so (but not more than once in any calendar year) to produce to the Landlord or the Surveyor all plans documents and other evidence as the Landlord may reasonably require in order to satisfy itself that the provisions of this lease have been complied with

5.14 Indemnities

To be responsible for and to keep the Landlord fully indemnified against all damage damages losses costs expenses actions demands proceedings claims and liabilities made against or suffered or incurred by the Landlord arising directly or indirectly out of:

5.14.1 any act omission or negligence of the Tenant or any persons at the Premises expressly or impliedly with the Tenant's authority or

5.14.2 any breach or non-observance by the Tenant of the covenants conditions or other provisions of this lease or any of the matters to which this demise is subject

5.15 Yield up

At the expiration of the Term:

5.15.1 to yield up the Premises in accordance with the terms of this lease

5.15.2 to give up all keys of the Premises to the Landlord and

5.15.3 to remove all signs erected by the Tenant in upon or near the Premises and immediately to make good any damage caused by such removal

5.16 Interest on arrears

5.16.1 If the Tenant shall fail to pay the Rent or any other sum due under this lease within 28 days of the date due whether formally demanded or not the Tenant

shall pay to the Landlord Interest on the Rent or other sum from the date when they were due to the date on which they are paid and such Interest shall be recoverable as rent due to the Landlord

5.16.2 Nothing in the preceding clause shall entitle the Tenant to withhold or delay any payment of the Rent or any other sum due under this lease after the date upon which they fall due or in any way prejudice affect or derogate from the rights of the Landlord in relation to such non-payment including (but without prejudice to the generality of the above) under the proviso for re-entry contained in this lease

5.17 Statutory notices etc

To give full particulars to the Landlord of any notice direction order or proposal for the Premises made given or issued to the Tenant by any local or public authority within 7 days of receipt and if so required by the Landlord to produce it to the Landlord and without delay to take all necessary steps to comply with the notice direction or order and at the request and cost of the Landlord to make or join with the Landlord in making such objection or representation against or in respect of any notice direction order or proposal as the Landlord shall deem expedient provided that the tenant shall not by virtue of the provisions contained in this Lease be obliged to take or join in any such steps likely to affect its beneficial enjoyment or use of the Premises in accordance with the provisions of this Lease and that the Tenant need not comply with any such notice or order whilst an appeal is being properly pursued against such notice or order

5.18 Sale of reversion etc

To permit upon reasonable notice and at reasonable times during the Term prospective purchasers of or agents instructed in connection with the sale of the Landlord's reversion or of any other interest superior to the Term to view the Premises without interruption provided they are authorised in writing by the Landlord or its agents

5.20 Defective premises

Upon it coming to the Tenant's attention or as soon as the Tenant ought reasonably to have been aware of it to give notice to the Landlord of any defect in the Premises which might give rise to an obligation on the Landlord to do or refrain from doing any act or thing in order to comply with the provisions of this lease or the duty or care imposed on the Landlord pursuant to the Defective Premises Act 1972 or otherwise and at all times to display and maintain all reasonable notices which the Landlord may from time to time reasonably require to be displayed at the Premises

5.21 Landlord's rights

To permit the Landlord at all times during the Term to exercise without interruption or interference any of the rights granted to it by virtue of the provisions of this lease

5.22 Accessways

To pay a fair proportion according to user of the cost incurred in maintaining the accessways referred to in paragraph 3 of the First Schedule such proportion to be reasonably determined by the Surveyor

5.23 Maintenance Rights

To make good to the reasonable satisfaction of the Surveyor any damage caused in the exercise of the right referred to in paragraph 4 of the First Schedule and (without prejudice to the generality of clause 5.14) to indemnify the Landlord from and against all actions claims liability damages costs and expenses arising from the exercise of such right

6. The Landlord's covenants

The Landlord covenants with the Tenant:

6.1 Quiet enjoyment

To permit the Tenant peaceably and quietly to hold and enjoy the Premises without any interruption or disturbance from or by the Landlord or any person claiming under or in trust for the Landlord or by title paramount

7. Insurance

7.1 Warranty re convictions

The Tenant warrants that prior to the execution of this lease it has disclosed to the Landlord in writing any conviction judgment or finding of any court or tribunal relating to the Tenant or any proposed undertenant of such a nature as to be likely to affect the decision of any insurer or underwriter to grant or to continue insurance of any of the Insured Risks

7.2 Tenant to insure

The Tenant covenants with the Landlord to insure the Premises and keep them insured against damage or destruction by the Insured Risks in the joint names of the Landlord the Tenant and any other persons the Landlord from time to time by notice to the Tenant reasonably requires in an amount equal to the full cost of rebuilding and reinstating the Premises including architects' surveyors' and other professional persons' fees the fees payable on any applications for planning permission or other permits or consents that may be required in relation to rebuilding or reinstating the Premises the cost of preparation of the site including shoring-up debris removal

demolition site clearance and any works that may be required by statute and incidental expenses

7.3 Details of the Insurance

Insurance shall be effected in such insurance office of repute or with such underwriters of repute and through such agency as the Landlord may from time to time by notice to the Tenant approve such approval not to be unreasonably withheld or delayed

7.4 Damage or destruction

7.4.1 This clause applies if and whenever during the Term the Premises or any part of them are damaged or destroyed by one or more of the Insured Risks.

7.4.2 All money received under the insurance the Tenant has to effect under this Lease must be placed in an account in the joint names of the Landlord and the Tenant to be operated by both signatures only, at a bank approved by the Landlord, whose approval may not be unreasonably withheld or delayed. The money may be withdrawn as necessary to pay for rebuilding and reinstating the Premises as and when work is proved to have been done by architect's certificates or other evidence reasonably acceptable to the Landlord.

7.4.3 The Tenant must use his reasonable endeavours to obtain the planning permissions and other permits and consents necessary to enable the Premises to be rebuilt and reinstated in accordance with the original plans, elevations and details with any variations the Landlord agrees to, having regard to the statutory provisions bye-laws and regulations affecting the Premises.

7.4.4 As soon as reasonably practicable after all the necessary permissions, permits and consents have been obtained, the Tenant must rebuild and reinstate the Premises in accordance with them, using new, good, sound and substantial materials that are to be subject to inspection and approval by the Surveyor, whose approval may not be unreasonably withheld or delayed.

7.4.5 The Tenant must make up out of his own money any difference between the cost of rebuilding and reinstatement and the money received from the insurance policy.

7.4.6 If upon the expiry of a period of 3 years commencing on the date of the damage or destruction the Premises have not been rebuilt or reinstated so as to be fit for the Tenant's immediate occupation and use either party may by notice served at any time within 3 months of the expiry of such period invoke

the provisions of clause 7.4.7

7.4.7 Upon service of a notice in accordance with clause 7.4.6

7.4.7.1 the Term will absolutely cease but without prejudice to any rights or remedies that may have accrued to either party against the other and

7.4.7.2 all money received in respect of the insurance effected pursuant to this clause shall belong to the Landlord

7.5 Tenant's insurance covenants

The Tenant covenants with the Landlord:

7.5.1 to make all payments necessary to effect and maintain the insurance he is obliged to effect under this Lease within 28 days after they become due

7.5.2 to comply with all the requirements and recommendations of the insurers

7.5.3 not knowingly to do or omit anything that could cause any policy of insurance on or in relation to the Premises to become void or voidable wholly or in part

7.5.4 to keep the Premises supplied with such fire fighting equipment as the insurers and the Regulatory Reform (Fire Safety) Order 2005 may require and to maintain such equipment to their satisfaction and in efficient working order and as often as reasonably necessary to cause any sprinkler system and other fire fighting equipment to be inspected by a competent person

7.5.5 not to store or bring onto the Premises any article substance or liquid of a specially combustible inflammable or explosive nature and to comply with the requirements and recommendations of the fire authority as to fire precautions relating to the Premises

7.5.6 not to obstruct the access to any fire equipment or the means of escape from the Premises nor to lock any fire door while the Premises are occupied

7.5.7 as soon as reasonably practicable after becoming aware of the same to give notice to the Landlord upon the happening of any event which might affect any insurance policy on or relating to the Premises or upon the happening of any event against which the Landlord may have insured under this lease

7.5.7 as soon as reasonably practicable after becoming aware of the same to inform the Landlord in writing of any conviction judgment or finding of any court or tribunal relating to the Tenant (or any director or other officer or major shareholder of the Tenant) of such a nature as to be likely to affect the decision of any insurer or underwriter to grant or to continue any such insurance of the Premises

7.5.8 if at any time the Tenant shall be entitled to the benefit of any insurance on the Premises (which is not effected or maintained in pursuance of any obligation contained in this lease) to apply all money received by virtue of such insurance in making good the loss or damage in respect of which such money shall have been received

8. Provisos

8.1 Re-entry

If and whenever during the Term:

8.1.1 the Rent or any other sum recoverable as rent (or any of them or any part of them) under this lease are outstanding for 28 days after becoming due whether formally demanded or not or

8.1.2 there is a material breach by the Tenant of any covenant or other term of this lease or any document expressed to be supplemental to this lease or

8.1.3 an individual Tenant becomes bankrupt or

8.1.4 a company Tenant:

8.1.4.1 enters into liquidation whether compulsory or voluntary (but not if the liquidation is for amalgamation or reconstruction of a solvent company) or

8.1.4.2 has a receiver appointed or

8.1.5 the Tenant enters into an arrangement for the benefit of its creditors or

8.1.6 the Tenant has any distress or execution levied on its goods on the Premises in excess of the value of £1,000

the Landlord may re-enter the Premises (or any part of them in the name of the whole) at any time (and even if any previous right of re-entry has been waived) and then the Term will absolutely cease but without prejudice to any rights or remedies which may have accrued to the Landlord against the Tenant in respect of any breach of covenant or other term of this lease (including the breach in respect of which the re-entry is made)

8.2 Rights easements etc

The operation of the Law of Property Act 1925 Section 62 shall be excluded from this lease and the only rights granted to the Tenant are those expressly set out in this lease

8.3 Covenants relating to Adjoining Property

Nothing contained in or implied by this lease shall give the Tenant the benefit of or the right to enforce or to prevent the release or modification of any covenant

agreement or condition entered into by any tenant of the Landlord in respect of any Adjoining Property

8.4 Disputes with adjoining occupiers

If any dispute arises between the Tenant and the tenants or occupiers of any Adjoining Property as to any easement right or privilege in connection with the use of the Premises and any of the Adjoining Property or as to any boundary structures separating the Premises from the Adjoining Property it shall be decided by the Surveyor acting as an expert and not as an arbitrator

8.5 Effect of waiver

Each of the Tenant's covenants shall remain in full force and effect both at law and in equity notwithstanding that the Landlord shall have waived or released temporarily any such covenant or waived or released temporarily or permanently revocably or irrevocably any similar covenants affecting any Adjoining Property

8.6 Exclusion of use warranty

Nothing in this lease or in any consent granted by the Landlord under this lease shall imply or warrant that the Premises may lawfully be used under the Planning Acts for the purpose authorised in this lease (or any purpose subsequently authorised)

8.7 Entire understanding

This lease embodies the entire understanding of the parties relating to the Premises and to all the matters dealt with by any of the provisions of this lease

8.8 Representations

The Tenant acknowledges that this lease has not been entered into in reliance wholly or partly on any statement or representation made by or on behalf of the Landlord except any such statement or representation that is expressly set out in this lease or contained in replies to enquiries given by the Landlord's solicitors to the Tenant's solicitors prior to the date of this lease

8.9 Licences etc under hand

While the Landlord is a limited company or other corporation all licences consents approvals and notices required to be given by the Landlord shall be sufficiently given if given under the hand of a director the secretary or other duly authorised officer of the Landlord

8.10 Tenant's property

If after the Tenant has vacated the Premises on the expiry of the Term any property of the Tenant remains in or on the Premises and the Tenant fails to remove it within 14 days after being requested in writing by the Landlord to do so:

8.10.1 the Landlord may as the agent of the Tenant sell such property and the

Tenant will indemnify the Landlord against any liability incurred by it to any third party whose property shall have been sold by the Landlord in the mistaken belief held in good faith (which shall be presumed unless the contrary be proved) that such property belonged to the Tenant

8.10.2 if the Landlord having made reasonable efforts is unable to locate the Tenant the Landlord shall be entitled to retain such proceeds of sale absolutely unless the Tenant shall claim them within two months of the date upon which the Tenant vacated the Premises and

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

8.11 Service of notices

The provisions of the Law of Property Act 1926 Section 196 as amended by the Recorded Delivery Service Act 1962 shall apply to the giving and service of all notices and documents under or in connection with this lease except that Section 196 shall be deemed to be amended as follows:

8.11.1 the final words of Section 196 (4) "...and that service...be delivered" shall be deleted and there shall be substituted "...and that service shall be deemed to be made on the second Working Day after the registered letter has been posted "Working Day" meaning any day from Monday to Friday (inclusive) other than Christmas Day Good Friday and any statutory bank or public holiday

8.11.2 any notice or document shall also be sufficiently served on a party if served on Solicitors who have acted for that party in relation to this lease or the Premises at any time within the year preceding the service of the notice or document

8.11.3 any notice or document shall also be sufficiently served if sent by telephonic facsimile transmission or any other means of electronic transmission to the party to be served (or its solicitors where clause 9.13.3 applies) provided that notice is also sent by first class post and that service shall be deemed to be made on the day of transmission if transmitted before 4p.m. on a Working Day but otherwise on the next following Working Day (as defined above)

8.12 Contracts (Rights of Third Parties) Act 1999

Save as expressly provided herein no term of this agreement is enforceable by a third party (being any person other than their lawful successors and assignees)

IN WITNESS of which this deed has been executed the day and year first above written

FIRST SCHEDULE

1. Pipes

The right to the free passage and running (subject to temporary interruption for repair alteration and replacement) of water sewage gas electricity telephone and other services or supplies to and from the Premises in and through the Pipes in on under or over the Adjoining Property that now serve the Premises (in common with the Landlord and all persons having the like right)

2. Support

The rights of light air support protection shelter and all other easements and rights at the date of this lease belonging to or enjoyed by the Premises

3. Access

Subject to clause 5.22 the right to pass and re-pass with or without vehicles over and along the accessways shown coloured brown on the said plan marked Plan 2 for the purpose of gaining access to and egress from the Premises

4. Access for Maintenance

Subject to clause 5.23 the right from time to time to use the land immediately adjacent to but within four metres of the Building for the purpose of carrying out repairs and maintenance to the Building but not further or otherwise

SECOND SCHEDULE

Rights Reserved

1. Use of Pipes

The right to the free passage and running of water sewage gas electricity telephone and other services or supplies to and from the Adjoining Property in and through the Pipes which now are or may be during the Term in on under or over the Premises

2. Right to construct pipes

The right to maintain in on under or over the Premises at any time during the Term any Pipes for the provision of services or supplies to the Adjoining Property

3. Access

3.1 The right at any reasonable time during the Term at reasonable times and upon reasonable prior written notice except in cases of emergency to enter (or in cases of emergency to break and enter) the Premises:

3.1.1 to inspect the condition and state of repair of the Premises

3.1.2 to inspect cleanse connect to remove replace with others alter or execute any works whatever to or in connection with the Pipes easements services or

supplies referred to in paragraphs 1 and 2 of this schedule

3.1.3 to take schedules or inventories of fixtures and other items to be yielded up on the expiry of the Term

3.1.4 to exercise any of the rights granted to the Landlord elsewhere in this lease **PROVIDED THAT** any right of access shall be exercised so as to cause the minimum interference with the Tenant's use and occupation of the Premises and the Landlord will immediately make good any damage so caused

3.2. The right with the Surveyor and the third party determining the Rent in default of agreement between the parties under any provisions for rent review contained in this lease at any reasonable time and on reasonable prior written notice to enter and inspect the Premises for all purposes connected with any pending or intended step under the 1954 Act or the implementation of the provisions for rent review

4. Light

Full right and liberty at any time after the date of this lease to erect any new building of any height on the Adjoining Property in such manner as it shall think fit notwithstanding the fact that the same may obstruct affect or interfere with the amenity of or access to the Premises or the passage of light and air to the Premises and provided that the same shall not materially affect the Premises or the use and occupation of the Premises

SIGNED by the said

JULIAN PETER GOLUNSKI

in the presence of:-

*Johanna Treherne
Cooker Arkwright
One Central Park
Western Avenue
Beidgard. CF313TZ*

)
)
) 

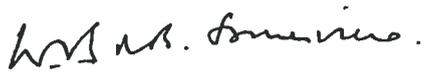
SIGNED by the said

WILLIAM BARNARD REGINALD

BELLINGHAM SOMERVILLE

in the presence of:-

*John V. Ross
Knockmore
Euniskerry
Co Wicklow
Gentleman.*

)
)
) 

SIGNED by the said

STEPHEN JOSEPH WALSH

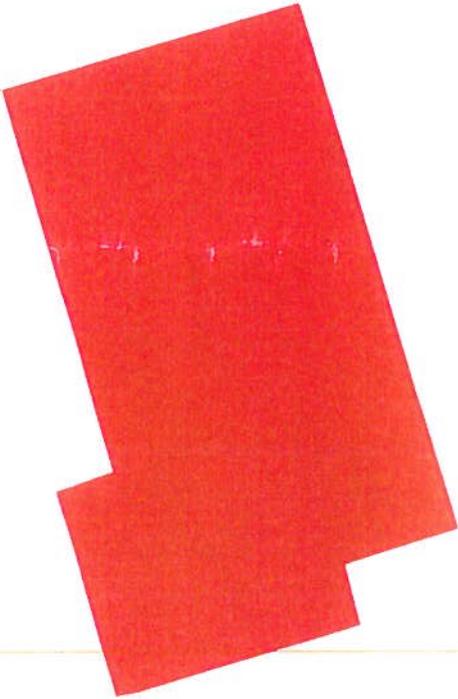
in the presence of:-

)
)
)



Seán MacFolla Fearta
96 Caidé Chluain Ard
Dún Deroma
DAC 66

Amenity Building



Plan 1

Scale 1:200

[Handwritten signature]
by as drawn
1.12.2012.

To Southerndown

MAIN ROAD

Amenity Buidling

[Handwritten signature]
Mrs. M. J. J. J.
[Handwritten signature]

 Cooke & Arkwright One Central Park, Western Avenue, Bridgend CF31 3TZ Tel: 01656 644644 Fax: 01656 644600	SCALE 1:1,250	 N

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UNDERLEASE

LR1. Date of lease

17th November 2010

LR2. Title number(s)

LR2.1 Landlord's title number(s)

*Title number(s) out of which this lease is granted.
Leave blank if not registered.*

CYM489056

LR2.2 Other title numbers

Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made.

LR3. Parties to this lease

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.

Landlord

THE VALE OF GLAMORGAN COUNCIL of Civic Offices Holton Road Barry The Vale of Glamorgan CF63 4RU

Tenant

GARY BRADFORD of 11 The Dell Laleston Bridgend CF32 0HR and **MICHAEL ALLEN** of 64 Fairfield Road Bridgend CF31 3DU and **DALLAS ROBINSON** of 10 St. Andrews Road Wildmill Bridgend CF31 1RX and **NEVILLE WHITE** of 27 Ewenny Road Bridgend CF31 3HS and **CRAIG ROBINSON** of 29 Westward Place, Bridgend CF31 4XA acting as Trustees for Penybont Surf Lifesaving Club Charity Registration No: 1048638

Other parties

Specify capacity of each party, for example "management company", "guarantor", etc.

LR4. Property

Insert a full 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.

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.

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.

As described in clause 1.2

LR5. Prescribed statements etc.

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.

In LR5.2, omit or delete those Acts which do not apply to this lease.

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.

LR5.2 This lease is made under, or by reference to, provisions of:

LR6. Term for which the Property is leased

Include only the appropriate statement (duly completed) from the three options.

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.

25 years from and including 1 January 2010

LR7. Premium

Specify the total premium, inclusive of any VAT where payable.

None

LR8. Prohibitions or restrictions on disposing of this lease

Include whichever of the two statements is appropriate.

Do not set out here the wording of the provision.

This lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

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.

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

None

LR9.2 Tenant's covenant to (or offer to) surrender this lease

None

LR9.3 Landlord's contractual rights to acquire this lease

None

LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property

None

Insert the relevant provisions or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.

LR11. Easements

Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements.

LR11.1 Easements granted by this lease for the benefit of the Property

See first schedule

LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property

See second schedule

LR12. Estate rentcharge burdening the Property

Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the rentcharge.

None

LR13. Application for standard form of restriction

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 the restriction you are applying for.

Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.

**LR14. Declaration of trust where
there is more than one person
comprising the Tenant**

*If the Tenant is one person, omit or
delete all the alternative statements.*

*If the Tenant is more than one
person, complete this clause by
omitting or deleting all inapplicable
alternative statements.*

UNDERLEASE DATED

1. Particulars

1.1.1 the Landlord

THE VALE OF GLAMORGAN COUNCIL
Civic Offices Holton Road Barry The Vale of
Glamorgan CF63 4RU

1.1.2 the Tenant

GARY BRADFORD of 11 The Dell Laleston
Bridgend CF32 0HR and **MICHAEL ALLEN**
of 64 Fairfield Road Bridgend CF31 3DU
and **DALLAS ROBINSON** of 10 St Andrews
Road Wildmill Bridgend CF31 1RX and
NEVILLE WHITE of 27 Ewenny Road
Bridgend CF31 1HS and **CRAIG**
ROBINSON of 29 Westward Place,
Bridgend CF31 4XA acting as Trustees for
Penybont Surf Lifesaving Club; Charity
Registration Number 1048638

1.2 the Premises

The Ogmores lifeguard building at Ogmores by
Sea and shown coloured red on the plans
marked Plan 1 and Plan 2 annexed hereto

1.3 Contractual Term

25 years from and including 1 January 2010

1.4 Rent Commencement Date

the date hereof

1.5 Rent

one peppercorn (if demanded)

1.6 Interest Rate

4% above the base rate for the time being of
Co-operative Bank PLC or such other UK
Clearing Bank as the Landlord may from
time to time nominate in writing

1.7 Permitted User

Use as a lifeguard and first aid station and/or
for the storage of boat and surf equipment
and/or use as toilets for the general public

1.8 Exterior Decorating Years

2013 and every fifth anniversary thereof

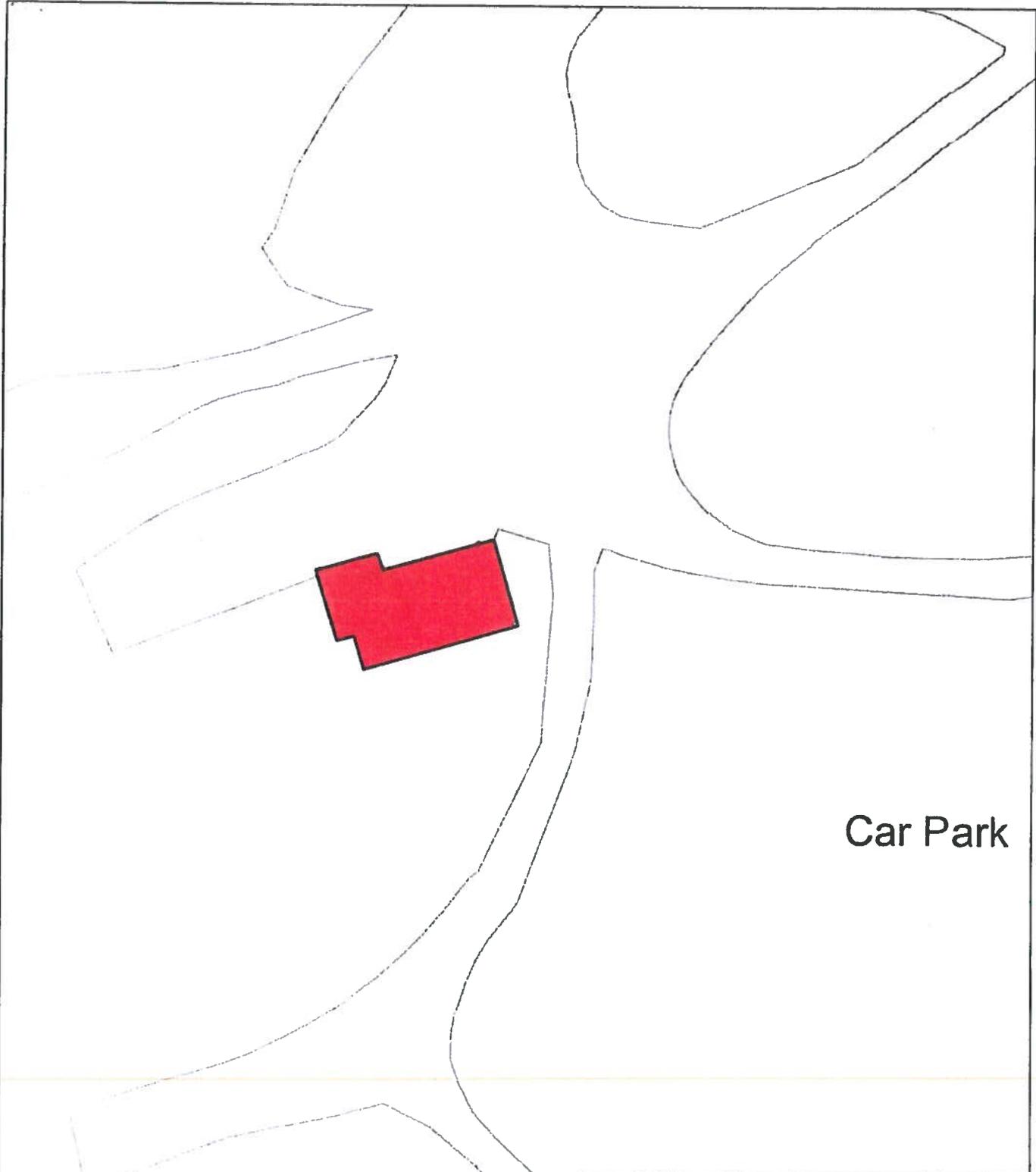
1.9 Interior Decorating Years

2013 and every fifth anniversary thereof

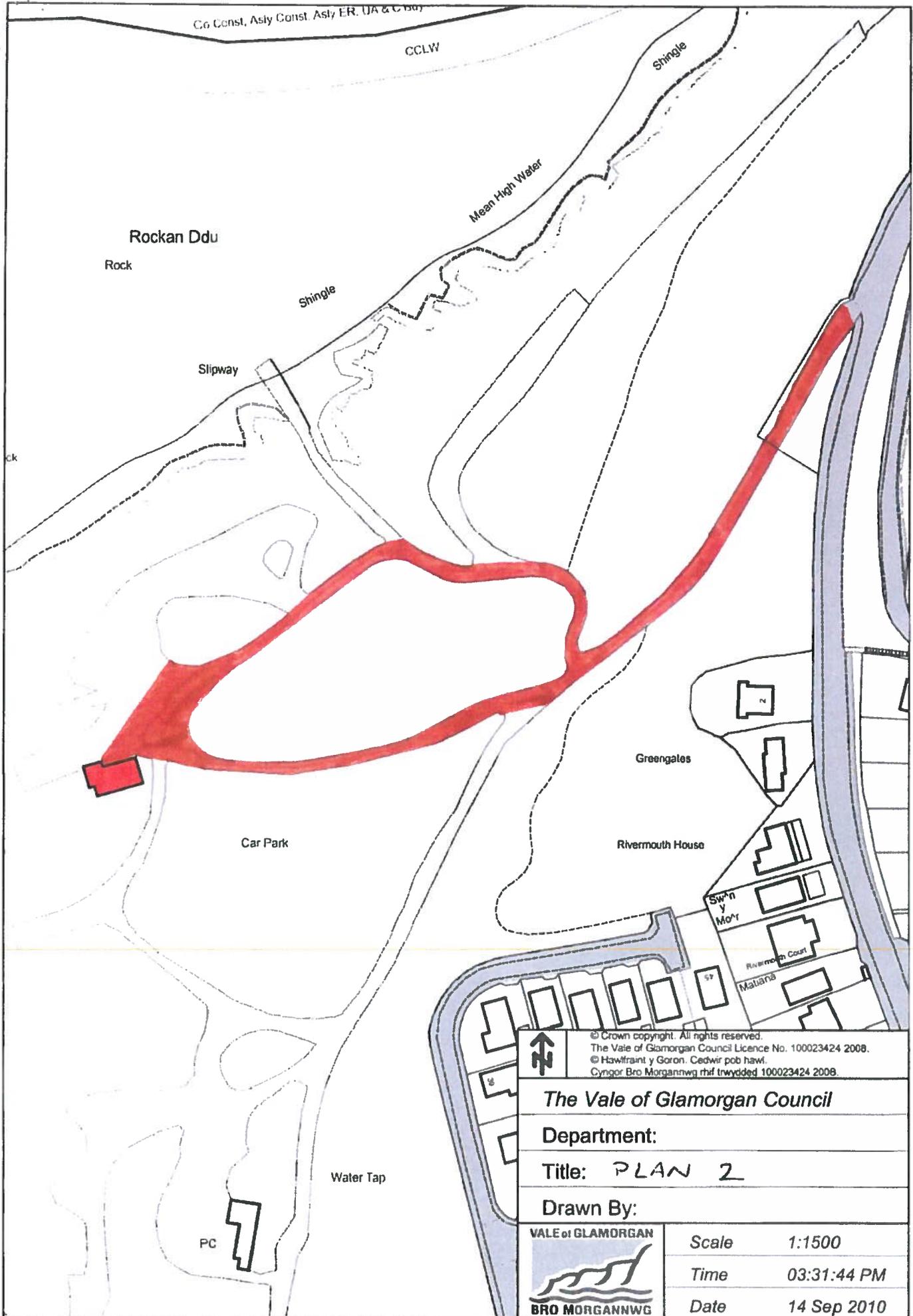
2. Definitions

2.1 For all purposes of this underlease the terms defined in clauses 1 and 2 have the meanings specified

- 2.2 "Adjoining Property" means any neighbouring or adjoining land in which the Landlord (or a company that is a member of the same group as the Landlord within the meaning of Section 42 of the 1954 Act) has a freehold or leasehold interest or in which during the Term the Landlord or such a company shall have acquired a freehold or leasehold interest"
- 2.3 "Headlease" means the superior lease under which the Landlord holds the Premises dated 19 April 2010 between The Trustees of the Dunraven Estates (1) and The Vale of Glamorgan Council (2) for a term of 99 years commencing on 1 January 2010.
- 2.4 "Building" means the building or buildings now or at any time during the Term erected on the whole or part of the Premises
- 2.5 "the Insurance Rent" means the sums which the Landlord shall pay by way of a premium:
- 2.5.1 for insuring the Premises;
- 2.5.2 and for insuring in such amount and on such terms as the Landlord shall reasonably consider appropriate against all liability of the Landlord to third parties arising out of or in connection with any matter including or relating to the Premises.
- 2.6 "Insured Risks" means fire lightning explosion aircraft (including articles dropped from aircraft) riot civil commotion malicious persons earthquake storm tempest flood bursting and overflowing of water pipes tanks and other apparatus and impact by road vehicles and such other risks as the Superior Landlord acting reasonable decides to insure against
- 2.7 "Interest" means interest during the period from the date on which the payment is due to the date of payment both before and after any judgment at the Interest Rate then prevailing or should the base rate referred to in clause 1.6 cease to exist such other rate of interest as is most closely comparable with the Interest Rate to be agreed between the parties or in default of agreement to be determined by the Surveyor acting as an expert and not as an arbitrator
- 2.8 "the 1954 Act" means the Landlord and Tenant Act 1954 and all statutes regulations and orders included by virtue of clause 3.14
- 2.9 "Pipes" means all pipes sewers drains mains ducts conduits gutters watercourses wires cables channels flues and all other conducting media and includes any fixing louvres cowls and any other ancillary apparatus which are in on or under or which serve the Premises
- 2.10 "the Plan" means the plan annexed to this underlease



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	The Vale of Glamorgan Council	
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	Date	14 Sep 2010



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The Vale of Glamorgan Council

Department:

Title: **PLAN 2**

Drawn By:

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	Date	14 Sep 2010

- 2.11 "the Planning Acts" means the Town and Country Planning Act 1990 and all statutes regulations and orders included by virtue of clause 3.14
- 2.12 "Rent" does not include the Insurance Rent but the term "rents" includes the Rent and Insurance Rent and any other sums expressed as being recoverable as rent under the terms of this underlease.
- 2.13 "Surveyor" means any chartered surveyor or firm of chartered surveyors appointed by the Landlord to perform any of the functions of the Surveyor under this lease (including an employee of the Landlord or a company that is a member of the same group as the Landlord within the meaning of Section 42 of the 1954 Act and including also the person or firm appointed by the Landlord to collect the Rent)

3. Interpretation

- 3.1 The expressions "the Superior Landlord", "the Landlord" and "the Tenant" and wherever the context so admits include the person for the time being entitled to the reversion immediately expectant on the determination of the Term and the Tenant's successors in title respectively and any reference to a superior landlord includes the Landlord's immediate reversioner (and any superior landlords) at any time
- 3.2 Where the Landlord or the Tenant for the time being are two or more persons obligations expressed or implied to be made by or with such party are deemed to be made by or with such persons jointly and severally
- 3.3 Words importing one gender include all other genders
- 3.4 Words importing the singular include the plural and vice versa
- 3.5 The expression "the Premises" includes:
- 3.5.1 the Building
 - 3.5.2 all additions and improvements to the Premises
 - 3.5.3 all the Landlord's fixtures and fittings and fixtures of every kind which shall from time to time be in or upon the Premises (whether originally affixed or fastened to or upon the Premises or otherwise) except any such fixtures installed by the Tenant that can be removed from the Premises
 - 3.5.4 all Pipes in on under or over the Premises that exclusively serve the Premises and
 - 3.5.5 all walls and fences forming the boundaries of the Premises

and references to "the Premises" in the absence of any provision to the contrary include any part of the Premises

- 3.6 The expression "the Term" includes the Contractual Term and any period of holding-over or extension or continuance of the Contractual Term whether by statute or common law
- 3.7 References to "the last year of the Term" include the last year of the Term if the Term shall determine otherwise than by effluxion of time and references to "the expiration of the Term" include such other determination of the Term
- 3.8 References to any right of the Landlord to have access to the Premises shall be construed as extending to any Superior landlord and any mortgagee of the Premises and to all persons authorised by the Landlord and any superior landlord or mortgagee (including agents professional advisers contractors workmen and others)
- 3.9 Any covenant by the Tenant not to do an act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done by another person
- 3.10 Any provision in this underlease referring to the consent or approval of the Landlord shall be construed as also requiring the consent or approval of any mortgagee of the Premises and any superior landlord where such consent shall be required but nothing in this underlease shall be construed as implying that any obligation is imposed upon any mortgagee or any superior landlord not unreasonably to refuse any such consent or approval
- 3.11 To the extent that this is not already expressly provided for by this underlease references to any right exercisable by the Landlord or any right exercisable by the Tenant in common with the Landlord is to be construed as including where appropriate reference to the exercise of the right by the Superior Landlord and any mortgagee of the Premises and all persons authorised by the Landlord Superior Landlord and mortgagee (including agents professional advisers contractors and workmen) in common with all other persons having a like right.
- 3.12 References to "consent of the Landlord" or words to similar effect means a consent in writing signed by or on behalf of the Landlord and to "approved" and "authorised" or words to similar effect mean (as the case may be) approved or authorised in writing by or on behalf of the Landlord
- 3.13 The terms "the parties" or "party" mean the Landlord and/or the Tenant
- 3.14 "Development" has the meaning given by the Town and Country Planning Act 1990 Section 55

- 3.15 Any references to a specific statute include any statutory extension or modification amendment re-enactment of such statute and any regulations or orders made under such statute and any general reference to "statute" or "statutes" includes any regulations or orders made under such statute or statutes
- 3.16 References in this underlease to any clause sub-clause or schedule without further designation shall be construed as a reference to the clause sub-clause or schedule to this underlease so numbered
- 3.17 The clause paragraph and schedule headings do not form part of this underlease and shall not be taken into account in its construction or interpretation

4. Demise

The Landlord demises to the Tenant the Premises with full title guarantee **TOGETHER WITH** the rights specified in the first schedule **EXCEPT AND RESERVING** to the Landlord and the Superior Landlord the rights specified in the second schedule **TO HOLD** the Premises to the Tenant for the Contractual Term **SUBJECT** to all commonable and other rights profits and easements of whatever nature affecting the Premises **YIELDING AND PAYING** to the Landlord:

- (i) the Rent (if demanded) payable annually in arrear on 1 January and;
- (ii) by way of further rent the Insurance Rent payable on demand in accordance with clause 7;

5. The Tenant's covenants

The Tenant covenants with the Landlord:

5.1 Rent

To pay the rents on the days and in the manner set out in this underlease 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

5.2 Outgoings and VAT

To pay and to indemnify the Landlord and the Superior Landlord against:

- 5.2.1 all rates taxes assessments duties charges impositions and outgoings which are now or during the Term shall be charged assessed or imposed upon the Premises or upon the owner or occupier of them
- 5.2.2 VAT (or any tax of a similar nature that may be substituted for it or levied in addition to it) chargeable in respect of any payment made by the Tenant under any of the terms of or in connection with this underlease on provision of a valid

VAT invoice or in respect of any payment made by the Landlord or Superior Landlord where the Tenant agrees in this underlease to reimburse the Landlord or Superior Landlord for such payment to the extent that the tax is not recoverable by the Landlord or Superior Landlord as input tax

5.3 Electricity, gas and other services consumed

To pay to the suppliers and to indemnify the Landlord or Superior Landlord against all charges for electricity gas and other services consumed or used at or in relation to the Premises (including meter rents)

5.4 Repair, cleaning, decoration etc

5.4.1 To keep the whole of the Premises in repair excepting damage caused by an Insured Risk other than where the insurance money is irrecoverable in consequence of any act or default of the Tenant or anyone at the Premises expressly or by implication with the Tenant's authority

5.4.2 To clean the Premises and keep them in a clean condition

5.4.3 Not to cause the Adjoining Property or any other land roads or pavements abutting the Premises to be untidy in a dirty condition and in particular (but without prejudice to the generality of the foregoing) not to deposit on them refuse or other materials

5.4.4 In the Exterior Decorating Years and in the last year of the Term to redecorate the exterior of the Building and in each of the Interior Decorating Years and in the last year of the Term to redecorate the interior of the Building in both instances in a good and workmanlike manner and with appropriate materials of good quality to the reasonable satisfaction of the Surveyor

5.4.5 Where the use of Pipes boundary structures or other things is common to the Premises and any adjoining or neighbouring premises (other than the Adjoining Property) to be responsible and to indemnify the Landlord and Superior Landlord against all sums due from and to undertake all work that is the responsibility of the owner lessee or occupier of the Premises in relation to those Pipes or other things

5.5 Alterations

5.5.1 Not to:

5.5.1.1 make any addition to the Premises

5.5.1.2 unite the Premises with any adjoining premises

5.5.1.3 make any alteration to the Premises save as permitted by the following provisions of this clause

5.5.2 Not to make internal non-structural alterations to the Building without:

- 5.5.2.1 obtaining and complying with all necessary consents of any competent authority and paying all charges of any such authority in respect of such consents
 - 5.5.2.2 making an application supported by reasonable drawings and where appropriate a reasonable specification in duplicate
 - 5.5.2.3 paying the reasonable and proper fees of the Landlord any superior landlord any mortgagee and their respective professional advisers and
 - 5.5.2.4 entering into such covenants as the Landlord and Superior Landlord may reasonably require as to the execution and reinstatement of the alterations
- 5.5.3 Subject to the provisions of clause 5.5.2 not to make any non-structural alterations to the Building without the consent of the Landlord and Superior Landlord such consent not to be unreasonably withheld or delayed
- 5.5.4 To remove any additional buildings additions alterations or improvements made to the Premises at the expiration of the Term if reasonably so requested by the Landlord or the Superior Landlord and to make good any part or parts of the Premises which may be damaged by such removal
- 5.5.5 Not to make connection with the Pipes that serve the Premises without having obtained any necessary consents from the competent statutory authority or undertaker

5.6 Poles and masts

Not to erect any pole or mast (whether in connection with telegraphic telephonic radio or television communication or otherwise) upon the Premises **PROVIDED THAT** the Tenant shall be entitled with the prior written consent of the Landlord and Superior Landlord to erect a pole or mast which is for the Tenant's own purposes in connection with the Permitted User only

5.7 Statutory obligations

- 5.7.1 At the Tenant's own expense to execute all works and provide and maintain all arrangements upon or in respect of the Premises or the use to which the Premises are being put that are required in order to comply with the requirements of any statute (already or in the future to be passed) or any government department local authority or public or competent authority or court of competent jurisdiction regardless of whether such requirements are imposed on the lessor the lessee or the occupier but only insofar as such work or arrangements are the Tenant's responsibility under this lease

5.7.2 Not knowingly to do in or near the Premises any act or thing by reason of which the Landlord or the Superior Landlord may under any statute incur have imposed upon it or become liable to pay any penalty damages compensation costs charges or expenses

5.7.3 Without prejudice to the generality of the above to comply in all respects with the provisions of any statutes and any other obligations imposed by law or by any byelaws applicable to the Premises or in regard to carrying on the trade or business for the time being carried on at the Premises

5.8 Access of Landlord and notice to repair

5.8.1 To permit the Landlord and the Superior Landlord upon giving not less than 5 working days' prior written notice (except in cases of emergency):

5.8.1.1 to enter upon the Premises for the purpose of ascertaining that the covenants and conditions of this underlease or any superior lease have been observed and performed

5.8.1.2 to view the state of repair and condition of the Premises the Landlord or Superior Landlord making good as soon as reasonably practicable any damage thereby caused when such opening up reveals no breaches and

5.8.1.3 to give to the Tenant (or leave upon the Premises) a notice specifying any repairs that the Tenant has failed to execute in breach of the terms of this underlease or any superior lease and to request the Tenant immediately to execute the same

5.8.2 Immediately to repair the Premises as required by such notice

5.8.3 If within two months of the service of such a notice the Tenant shall not have commenced and be proceeding diligently with the execution of the work referred to in the notice or shall fail to complete the work within a reasonable period to permit the Landlord or the Superior Landlord to enter the Premises to execute such work as may be necessary to comply with the notice and to pay the Landlord or the Superior Landlord the reasonable and proper cost of so doing and all expenses reasonably and properly incurred by the Landlord or Superior Landlord (including legal costs and surveyor's fees) within 28 days of a written demand

5.9 Dealing

5.9:1 Not to hold on trust for another or (save pursuant to a transaction permitted by and effected in accordance with the provisions of this lease) part with the

possession of the whole or any part of the Premises or permit another to occupy the whole or any part of the Premises

5.9:2 Not to assign part only of the Premises and not to charge or underlet the whole or any part of the Premises

5.9:3 Not to assign the whole of the Premises without the prior consent both of:-

5.9.3.1 the Landlord such consent not to be unreasonably withheld; and

5.9.3.2 the Superior Landlord in accordance with the terms of the Headlease.

5.9:4 Within 28 days of any assignment or any transmission or other devolution relating to the Premises to produce for registration with the Landlord's solicitor and with the Superior Landlords Solicitor such deed or document or a certified copy of it and to pay the Landlord's solicitors reasonable charges for the registration of every such document not being less than £40 (Forty Pounds) together with any charges payable to the Superior Landlords Solicitor in accordance with the terms of the Headlease.

5.10 Nuisance etc and residential restrictions

5.10.1 Not to do nor allow to remain upon the Premises anything which may be or become or cause a nuisance annoyance disturbance injury or damage to the Landlord or its tenants or to the Superior Landlord or its tenants or the owners or occupiers of the Adjoining Property or any other adjacent or neighbouring premises

5.10.2 Not to use the Premises for a sale by auction or for any dangerous noxious noisy or offensive trade business manufacture or occupation nor for any illegal or immoral act or purpose

5.10.3 Not to use the Premises as sleeping accommodation or for residential purposes nor keep any animal fish reptile or bird anywhere on the Premises

5.11 Landlord's costs

To pay to the Landlord and where appropriate to the Superior Landlord on an indemnity basis all reasonable and proper costs fees charges disbursements and expenses (including without prejudice to the generality of the above those payable to counsel solicitors surveyors and bailiffs) reasonably and properly incurred by the Landlord and where appropriate by the Superior Landlord in relation to or incidental to:

5.11.1 every application made by the Tenant for a consent or licence required by the provisions of this underlease whether such consent or licence is granted or refused or proffered subject to any qualification or condition or whether the application is withdrawn but not where consent is unreasonably withheld or granted subject to unlawful conditions

5.11.2 the preparation and service of a notice under the Law of Property Act 1925 Section 146 or incurred by or in reasonable contemplation of proceedings under Sections 146 or 147 of that Act notwithstanding that forfeiture is avoided otherwise than by relief granted by the court

5.11.3 the recovery or attempted recovery of arrears of rent or other sums due from the Tenant and

5.12 The Planning Acts

5.12.1 Not to commit any breach of planning control (such term to be construed as it is used in the Planning Acts) and to comply with the provisions and requirements of the Planning Acts that affect the Premises whether as to Permitted User or otherwise and to indemnify (both during or following the expiration of the Term) and keep the Landlord and the Superior Landlord indemnified against all liability whatsoever including costs and expenses in respect of any contravention

5.12.2 At the expense of the Tenant to obtain all planning permissions and to serve all such notices as may be required for the carrying out of any operations or user on the Premises which may constitute Development provided that no application for planning permission shall be made without the previous consent of the Landlord and of the Superior Landlord such consent not to be unreasonably withheld or delayed

5.12.3 Subject only to any statutory direction to the contrary to pay and satisfy any charge or levy that may subsequently be imposed under the Planning Acts in respect of the carrying out or maintenance of any such operations or the commencement or continuance of any such user

5.12.4 Notwithstanding any consent which may be granted by the Landlord or the Superior Landlord under this underlease not to carry out or make any alteration or addition to the Premises or any change of use until:

5.12.4.1 all necessary notices under Planning Acts have been served and copies produced to the Landlord and the Superior Landlord and

5.12.4.2 all necessary permissions under the Planning Acts have been obtained and produced to the Landlord and the Superior Landlord

5.12.5 Unless the Landlord or the Superior Landlord shall otherwise direct to carry out and complete before the expiration of the Term:

5.12.5.1 any works stipulated to be carried out to the Premises by a date subsequent to such expiration as a condition of any planning

permission granted for any Development begun before the expiration of the Term and

5.12.5.2 any Development begun upon the Premises in respect of which the Landlord or the Superior Landlord shall or may be or become liable for any charge or levy under the Planning Acts

5.13 Plans, documents and information

If called upon to do so (but not more than once in any calendar year) to produce to the Landlord or the Surveyor or the Superior Landlord all plans documents and other evidence as the Landlord or the Superior Landlord may reasonably require in order to satisfy itself that the provisions of this underlease have been complied with

5.14 Indemnities

To be responsible for and to keep the Landlord and the Superior Landlord fully indemnified against all damage damages losses costs expenses actions demands proceedings claims and liabilities made against or suffered or incurred by the Landlord or the Superior Landlord arising directly or indirectly out of:

5.14.1 any act omission or negligence of the Tenant or any persons at the Premises expressly or impliedly with the Tenant's authority or

5.14.2 any breach or non-observance by the Tenant of the covenants conditions or other provisions of this underlease or any of the matters to which this demise is subject

5.15 Yield up

At the expiration of the Term:

5.15.1 to yield up the Premises in accordance with the terms of this underlease

5.15.2 to give up all keys of the Premises to the Landlord and

5.15.3 to remove all signs erected by the Tenant in upon or near the Premises and immediately to make good any damage caused by such removal

5.16 Interest on arrears

5.16.1 If the Tenant shall fail to pay the Rent or any other sum due under this underlease within 28 days of the date due whether formally demanded or not the Tenant shall pay to the Landlord Interest on the Rent or other sum from the date when they were due to the date on which they are paid and such Interest shall be recoverable as rent due to the Landlord

5.16.2 Nothing in the preceding clause shall entitle the Tenant to withhold or delay any payment of the Rent or any other sum due under this lease after the date upon which they fall due or in any way prejudice affect or derogate from the rights of the Landlord in relation to such non-payment including (but without prejudice to

the generality of the above) under the proviso for re-entry contained in this underlease

5.17 Statutory notices etc

To give full particulars to the Landlord and the Superior Landlord of any notice direction order or proposal for the Premises made given or issued to the Tenant by any local or public authority within 7 days of receipt and if so required by the Landlord or the Superior Landlord to produce it to the Landlord or the Superior Landlord as appropriate and without delay to take all necessary steps to comply with the notice direction or order and at the request and cost of the Landlord or the Superior Landlord to make or join with the Landlord or the Superior Landlord in making such objection or representation against or in respect of any notice direction order or proposal as the Landlord or Superior Landlord shall deem expedient provided that the tenant shall not by virtue of the provisions contained in this underlease be obliged to take or join in any such steps likely to affect its beneficial enjoyment or use of the Premises in accordance with the provisions of this underlease and that the Tenant need not comply with any such notice or order whilst an appeal is being properly pursued against such notice or order

5.18 Keyholders

The Tenant must ensure that at all times the Landlord has written notice of the name home address and home telephone number of at least two keyholders of the Premises.

5.19 Sale of reversion etc

To permit upon reasonable notice and at reasonable times during the Term prospective purchasers of or agents instructed in connection with the sale of the Landlord's reversion or of any other interest superior to the Term to view the Premises without interruption provided they are authorised in writing by the Landlord or its agents

5.20 Defective premises

Upon it coming to the Tenant's attention or as soon as the Tenant ought reasonably to have been aware of it to give notice to the Landlord and the Superior Landlord of any defect in the Premises which might give rise to an obligation on the Landlord or the Superior Landlord to do or refrain from doing any act or thing in order to comply with the provisions of this underlease or the duty or care imposed on the Landlord or the Superior Landlord pursuant to the Defective Premises Act 1972 or otherwise and at all times to display and maintain all reasonable notices which the Landlord or Superior Landlord may from time to time reasonably require to be displayed at the Premises

5.21 Landlord's rights

To permit the Landlord and the Superior Landlord at all times during the Term to exercise without interruption or interference any of the rights granted to it by virtue of the provisions of this underlease

5.22 Accessways

To pay a fair proportion according to user of the cost incurred in maintaining the accessways referred to in paragraph 3 of the First Schedule such proportion to be reasonably determined by the Surveyor

5.23 Maintenance Rights

To make good to the reasonable satisfaction of the Surveyor any damage caused in the exercise of the right referred to in paragraph 4 of the First Schedule and (without prejudice to the generality of clause 5.14) to indemnify the Landlord and the Superior Landlord from and against all actions claims liability damages costs and expenses arising from the exercise of such right

6. The Landlord's covenants

The Landlord covenants with the Tenant:

6.1 Quiet enjoyment

To permit the Tenant peaceably and quietly to hold and enjoy the Premises without any interruption or disturbance from or by the Landlord or any person claiming under or in trust for the Landlord or by title paramount

6.2 Enforcement of Headlease Covenants

On the request and at the expense of the Tenant the Landlord must take all reasonable steps to enforce the covenants on the part of the Superior Landlord as confirmed in the Headlease.

6.3 Consents under the Headlease to be obtained

Subject to the Tenant paying to the Landlord and where appropriate to the Superior Landlord on an indemnity basis all costs fees charges disbursements and expenses including without prejudice to the generality of the above those legal and surveyors costs incurred by the Landlord and where appropriate the Superior Landlord in relation to or incidental thereto the Landlord must take all reasonable steps to obtain the consent of the Superior Landlord whenever the Tenant makes application for any consent requested under this underlease where the consent of both the Landlord and the Superior Landlord is needed by virtue of this underlease or the Headlease.

7. Insurance

7.1 Warranty re convictions

The Tenant warrants that prior to the execution of this underlease it has disclosed to the Landlord in writing any conviction judgment or finding of any court or tribunal relating to the Tenant or any proposed undertenant of such a nature as to be likely to affect the decision of any insurer or underwriter to grant or to continue insurance of any of the Insured Risks

7.2 Landlord to insure

The Landlord covenants with the Tenant:

7.2.1 to insure the Premises unless such insurance shall be vitiated by any act of the Tenant or by anyone at the Premises expressly or by implication with the Tenant's authority

7.2.2 to provide the Tenant with a copy of the policy and evidence that it is in force and

7.2.3 to notify the Tenant of any material changes to the policy

7.3 Details of the Insurance

Insurance shall be effected:

7.3.1 in such insurance office of repute or with such underwriters of repute and through such agency as the Landlord may from time to time decide

7.3.2 for such sum as the Landlord shall from time to time be advised as being the full cost of rebuilding and reinstatement including architects' surveyors' and other professional fees payable upon any applications for planning permission or other permits or consents that may be required in relation to the rebuilding or reinstatement of the Premises the cost of debris removal demolition site clearance any works that may be required by statute and incidental expenses

7.3.3 against damage or destruction by the Insured Risks to the extent that such insurance may ordinarily be arranged for properties such as the Premises with an insurer of repute and subject to such excesses exclusions or limitations as the insurer may require

7.4 Payment of Insurance Rent

The Tenant shall pay the Insurance Rent on the date of this underlease for the period from and including the Rent Commencement Date to the date before the next policy renewal date and subsequently the Tenant shall pay the Insurance Rent on demand and (if so demanded) in advance (but not more than two weeks in advance) of the policy renewal date

7.5 Reinstatement and termination if prevented

7.5.1 If and whenever during the Term:

7.5.1.1 the Premises or any part of them or the access thereto are damaged or destroyed by any of the Insured Risks which insurance may not ordinarily be arranged with an insurer of repute for properties such as the Premises unless the Landlord has in fact insured against that risk and

7.5.1.2 the payment of the insurance money is not refused in whole or in part by reason of any act or default of the Tenant or anyone at the Premises expressly or by implication with the Tenant's authority

the Landlord shall use reasonable endeavours to obtain all planning permissions or other permits and consents that may be required under the Planning Acts or other statutes (if any) to enable the Landlord to rebuild and reinstate ("Permissions")

7.5.2 Subject to the provisions of clauses 7.5.3 and 7.5.4 the Landlord shall as soon as the Permissions have been obtained or immediately where no Permissions are required apply all money received in respect of such insurance in rebuilding or reinstating the Premises so destroyed or damaged provided that the Landlord will ensure that any rebuilding and reinstatement works are carried out in a good and workmanlike manner with the best quality materials available and in accordance with current good building practice having due regard to the reasonable requirements of the Tenant and will procure from the professional team engaged in the design rebuilding or reinstatement collateral warranties in relation to the design, rebuilding or reinstatement works they have undertaken in a form to be approved by the Tenant (such approval not to be unreasonably withheld or delayed)

7.5.3 For the purposes of this clause the expression "Supervening Events" means:

7.5.3.1 the Landlord has failed despite using reasonable endeavours to obtain the Permissions

7.5.3.2 any of the Permissions have been granted subject to a lawful condition with which in all the circumstances it would be unreasonable to expect the Landlord to comply

7.5.3.3 some defect or deficiency in the site upon which the rebuilding or reinstatement is to take place would mean that the same could only be undertaken at a cost that would be unreasonable in all the circumstances

7.5.3.4 the Landlord is unable to obtain access to the site for the purposes of rebuilding or reinstating

7.5.3.5 the rebuilding or reinstating is prevented by war act of God Government action or

- 7.5.3.6 any other circumstances beyond the reasonable control of the Landlord
- 7.5.4 The Landlord shall not be liable to rebuild or reinstate the Premises if and for so long as such rebuilding or reinstating is prevented by Supervening Events
- 7.5.5 If upon the expiry of a period of 3 years commencing on the date of the damage or destruction the Premises have not been rebuilt or reinstated so as to be fit for the Tenant's immediate occupation and use either party may be notice served at any time within 3 months of the expiry of such period invoke the provisions of clause 7.5.6
- 7.5.6 Upon service of a notice in accordance with clause 7.5.5:
- 7.5.6.1 the Term will absolutely ceased but without prejudice to any rights or remedies that may have accrued to either party against the other
- 7.5.6.2 all money received in respect of the insurance effected by the Landlord pursuant to this clause shall belong to the Landlord

7.6 Tenant's insurance covenants

The Tenant covenants with the Landlord:

- 7.6.1 to comply with all the requirements and recommendations of the insurers
- 7.6.2 not knowingly to do or omit anything that could cause any policy of insurance on or in relation to the Premises to become void or voidable wholly or in part nor (unless the Tenant shall have previously notified the Landlord and have agreed to pay the increased premium) anything by which additional insurance premises may become payable provided that the Landlord shall have notified the Tenant of any material changes in the insurance policy from time to time
- 7.6.3 to keep the Premises supplied with such fire fighting equipment as the insurers and the Regulatory Reform (Fire Safety) Order 2005 may require and to maintain such equipment to their satisfaction and in efficient working order and as often as reasonably necessary to cause any sprinkler system and other fire fighting equipment to be inspected by a competent person
- 7.6.4 not to store or bring onto the Premises any article substance or liquid of a specially combustible inflammable or explosive nature and to comply with the requirements and recommendations of the fire authority as to fire precautions relating to the Premises
- 7.6.5 not to obstruct the access to any fire equipment or the means of escape from the Premises nor to lock any fire door while the Premises are occupied
- 7.6.6 as soon as reasonably practicable after becoming aware of the same to give notice to the Landlord upon the happening of any event which might affect any

insurance policy on or relating to the Premises or upon the happening of any event against which the Landlord may have insured under this lease

- 7.6.7 as soon as reasonably practicable after becoming aware of the same to inform the Landlord in writing of any conviction judgment or finding of any court or tribunal relating to the Tenant (or any director or other officer or major shareholder of the Tenant) of such a nature as to be likely to affect the decision of any insurer or underwriter to grant or to continue any such insurance of the Premises
- 7.6.8 if at any time the Tenant shall be entitled to the benefit of any insurance on the Premises (which is not effected or maintained in pursuance of any obligation contained in this lease) to apply all money received by virtue of such insurance in making good the loss or damage in respect of which such money shall have been received
- 7.6.9 if and whenever during the Term the Premises or any part of them are damaged or destroyed by an Insured Risk and the insurance money under the policy of insurance effected by the Landlord pursuant to its obligations contained in this lease is by reason of any act or default of the Tenant or anyone at the Premises expressly or by implication with the Tenant's authority wholly or partially irrecoverable immediately in every such case to pay to the Landlord on demand with interest the amount of such insurance money so irrecoverable in which event the provisions of clauses 7.5 and 7.6 shall apply.

8. Provisos

8.1 Re-entry

If and whenever during the Term:

- 8.1.1 the rents or any other sum recoverable as rent (or any of them or any part of them) under this underlease are outstanding for 28 days after becoming due whether formally demanded or not or
- 8.1.2 there is a material breach by the Tenant of any covenant or other term of this underlease or any document expressed to be supplemental to this underlease or
- 8.1.3 an individual Tenant becomes bankrupt or
- 8.1.4 a company Tenant:
8.1.4.1 enters into liquidation whether compulsory or voluntary (but not if the liquidation is for amalgamation or reconstruction of a solvent company) or

8.1.4.2 has a receiver appointed or

8.1.5 the Tenant enters into an arrangement for the benefit of its creditors or

8.1.6 the Tenant has any distress or execution levied on its goods on the Premises
in excess of the value of £1,000

the Landlord may re-enter the Premises (or any part of them in the name of the whole) at any time (and even if any previous right of re-entry has been waived) and then the Term will absolutely cease but without prejudice to any rights or remedies which may have accrued to the Landlord against the Tenant in respect of any breach of covenant or other term of this underlease (including the breach in respect of which the re-entry is made)

8.2 Rights easements etc

The operation of the Law of Property Act 1925 Section 62 shall be excluded from this underlease and the only rights granted to the Tenant are those expressly set out in this underlease

8.3 Covenants relating to Adjoining Property

Nothing contained in or implied by this underlease shall give the Tenant the benefit of or the right to enforce or to prevent the release or modification of any covenant agreement or condition entered into by any tenant of the Landlord in respect of any Adjoining Property

8.4 Disputes with adjoining occupiers

If any dispute arises between the Tenant and the tenants or occupiers of any Adjoining Property as to any easement right or privilege in connection with the use of the Premises and any of the Adjoining Property or as to any boundary structures separating the Premises from the Adjoining Property it shall be decided by the Surveyor acting as an expert and not as an arbitrator

8.5 Effect of waiver

Each of the Tenant's covenants shall remain in full force and effect both at law and in equity notwithstanding that the Landlord or Superior Landlord shall have waived or released temporarily any such covenant or waived or released temporarily or permanently revocably or irrevocably any similar covenants affecting any Adjoining Property

8.6 Exclusion of use warranty

Nothing in this underlease or in any consent granted by the Landlord under this underlease shall imply or warrant that the Premises may lawfully be used under the Planning Acts for the purpose authorised in this underlease (or any purpose subsequently authorised)

8.7 Entire understanding

This underlease embodies the entire understanding of the parties relating to the Premises and to all the matters dealt with by any of the provisions of this underlease

8.8 Representations

The Tenant acknowledges that this underlease has not been entered into in reliance wholly or partly on any statement or representation made by or on behalf of the Landlord except any such statement or representation that is expressly set out in this underlease or contained in replies to enquiries given by the Landlord's solicitors to the Tenant's solicitors prior to the date of this underlease

8.9 Licences etc under hand

While the Landlord is a limited company or other corporation all licences consents approvals and notices required to be given by the Landlord shall be sufficiently given if given under the hand of a director the secretary or other duly authorised officer of the Landlord

8.10 Tenant's property

If after the Tenant has vacated the Premises on the expiry of the Term any property of the Tenant remains in or on the Premises and the Tenant fails to remove it within 14 days after being requested in writing by the Landlord or Superior Landlord to do so:

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

8.10.2 if having made reasonable efforts the seller of the Premises is unable to locate the Tenant the seller shall be entitled to retain such proceeds of sale absolutely unless the Tenant shall claim them within two months of the date upon which the Tenant vacated the Premises and

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

8.11 Service of notices

The provisions of the Law of Property Act 1926 Section 196 as amended by the Recorded Delivery Service Act 1962 shall apply to the giving and service of all notices and documents under or in connection with this lease except that Section 196 shall be deemed to be amended as follows:

8.11.1 the final words of Section 196 (4) "...and that service...be delivered" shall be deleted and there shall be substituted "...and that service shall be deemed to be made on the second Working Day after the registered letter has been posted "Working Day" meaning any day from Monday to Friday (inclusive) other than Christmas Day Good Friday and any statutory bank or public holiday

8.11.2 any notice or document shall also be sufficiently served on a party if served on Solicitors who have acted for that party in relation to this lease or the Premises at any time within the year preceding the service of the notice or document

8.11.3 any notice or document shall also be sufficiently served if sent by telephonic facsimile transmission or any other means of electronic transmission to the party to be served (or its solicitors where clause 9.13.3 applies) provided that notice is also sent by first class post and that service shall be deemed to be made on the day of transmission if transmitted before 4p.m. on a Working Day but otherwise on the next following Working Day (as defined above)

8.12 Contracts (Rights of Third Parties) Act 1999

Save as expressly provided herein no term of this agreement is enforceable by a third party (being any person other than their lawful successors and assignees)

8.13 Disputes, etc under the Headlease

Notwithstanding any other provision of this underlease where any issue question or matter arising out of or under or relating to the Headlease that also affects or relates to the provisions of this underlease is to be determined as provided in the Headlease the determination of that issue question or matter pursuant to the provisions of the Headlease is to be binding on the Tenant as well as the Landlord for the purposes both of the Headlease and this underlease provided that this provision is not to apply to the provisions of the review of rent payable under the Headlease.

8.14 Exclusion of the 1954 Act Sections 24-28

8.14.1 On 7th October 2010 the Landlord served notice on the Tenant pursuant to the provisions of the Landlord and Tenant Act 1954 section 38A(3) as inserted by the Regulatory Reform (Business Tenancies) (England and

Wales) Order 2003 relating to the tenancy to be entered into by the Tenant pursuant to this Underlease, and on 12th October 2009 the Tenant made a simple declaration pursuant to schedule 2 of the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003.

8.14.2 Pursuant to the provisions of the Landlord and Tenant Act 1954 section 38A(1) as inserted by the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003, the parties agree that the provisions of the Landlord and Tenant Act 1954 sections 24–28 inclusive shall be excluded in relation to the tenancy created by this Underlease

IN WITNESS of which this deed has been executed the day and year first above written

FIRST SCHEDULE

Rights Granted

1. Pipes

The right to the free passage and running (subject to temporary interruption for repair alteration and replacement) of water sewage gas electricity telephone and other services or supplies to and from the Premises in and through the Pipes in on under or over the Adjoining Property that now serve the Premises (in common with the Landlord and Superior Landlord and all persons having the like right)

2. Support

The rights of light air support protection shelter and all other easements and rights at the date of this underlease belonging to or enjoyed by the Premises

3. Access

Subject to clause 5.22 the right to pass and re-pass with or without vehicles over and along the accessways shown coloured brown on the said plan marked Plan 2 for the purpose of gaining access to and egress from the Premises

4. Access for Maintenance

Subject to clause 5.23 the right from time to time to use the land immediately adjacent to but within four metres of the Building for the purpose of carrying out repairs and maintenance to the Building but not further or otherwise

SECOND SCHEDULE

Rights Reserved

1. Use of Pipes

The right to the free passage and running of water sewage gas electricity telephone and other services or supplies to and from the Adjoining Property in and through the Pipes which now are or may be during the Term in on under or over the Premises

2. Right to construct pipes

The right to maintain in on under or over the Premises at any time during the Term any Pipes for the provision of services or supplies to the Adjoining Property

3. Access

3.1 The right at any reasonable time during the Term at reasonable times and upon reasonable prior written notice except in cases of emergency to enter (or in cases of emergency to break and enter) the Premises:

3.1.1 to inspect the condition and state of repair of the Premises

3.1.2 to inspect cleanse connect to remove replace with others alter or execute any

works whatever to or in connection with the Pipes easements services or supplies referred to in paragraphs 1 and 2 of this schedule

3.1.3 to take schedules or inventories of fixtures and other items to be yielded up on the expiry of the Term

3.1.4 to exercise any of the rights granted to the Landlord or Superior Landlord elsewhere in this underlease or to the Superior Landlord in the Headlease

PROVIDED THAT any right of access shall be exercised so as to cause the minimum interference with the Tenant's use and occupation of the Premises and the Landlord or Superior Landlord will immediately make good any damage so caused

3.2. The right with the Surveyor and the third party determining the Rent in default of agreement between the parties under any provisions for rent review contained in this underlease at any reasonable time and on reasonable prior written notice to enter and inspect the Premises for all purposes connected with any pending or intended step under the 1954 Act or the implementation of the provisions for rent review

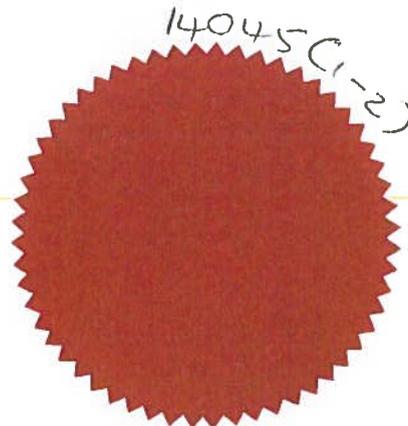
4. Light

Full right and liberty at any time after the date of this lease to erect any new building of any height on the Adjoining Property in such manner as it shall think fit notwithstanding the fact that the same may obstruct affect or interfere with the amenity of or access to the Premises or the passage of light and air to the Premises and provided that the same shall not materially affect the Premises or the use and occupation of the Premises

**THE COMMON SEAL of
THE VALE OF GLAMORGAN COUNCIL**
was hereunto affixed in the presence of:-



Director of Legal, Public Protection & Housing Services



SIGNED by the said
GARY BRADFORD
in the presence of:-

)
) x GB: Gary R B Bradford
)

Tim Dances
11, Picketon Close
Bridgford
Occupation
Emergency planning officer

SIGNED by the said
MICHAEL ALLEN
in the presence of:-

)
) KHA
)

As above
address
occupation

SIGNED by the said
DALLAS ROBINSON
in the presence of:-

)
) Dallas Robinson
)

As above
address
occupation

SIGNED by the said
NEVILLE WHITE
in the presence of:-

)
) N.W.
)

As above
address
occupation

SIGNED by the said
CRAIG ROBINSON
in the presence of:-

)
) C.R.
)

As Above.
address
occupation