

OPEN SESSION: There were approximately 30 members of public present, some of whom wished to speak on agenda item 4 (Local Plan Review).

MINUTES OF THE MEETING OF RINGWOOD TOWN COUNCIL

Held on Wednesday 25th July 2018 at 7.00pm in The Gateway Square, The Furlong, Ringwood.

PRESENT: Cllr Tony Ring, Town Mayor
Cllr Philip Day, Deputy Mayor
Cllr Andrew Briers
Cllr Hilary Edge
Cllr Christine Ford
Cllr Jeremy Heron
Cllr Darren Loose
Cllr Anne Murphy
Cllr Gloria O'Reilly
Cllr Christopher Treleaven
Cllr Tim Ward
Cllr Angela Wiseman

IN ATTENDANCE: Mr Chris Wilkins, Town Clerk
Mrs Jo Hurd, Deputy Town Clerk
Miss Nicola Vodden, Meetings Administrator

C/6177 APOLOGIES FOR ABSENCE

Apologies for absence were received from Cllr Steve Rippon-Swaine and Cllr Michael Thierry.

C/6178 DECLARATIONS OF INTEREST

There were none declared at this time.

C/6179 MINUTES OF PREVIOUS MEETING

RESOLVED: That the minutes of the Meeting held on 27th June 2018, having been circulated, be approved and signed as a correct record.

C/6180 RECREATION, LEISURE AND OPEN SPACES COMMITTEE

Cllr Briers presented the minutes of the Recreation, Leisure and Open Spaces Committee meeting held on 4th July 2018.

RESOLVED: That the minutes of the Recreation, Leisure and Open Spaces Committee meeting held on 4th July 2018 be received.

C/6181 PLANNING, TOWN & ENVIRONMENT COMMITTEE

Cllr Treleaven presented the minutes of the Planning, Town & Environment Committee meeting held on 6th July 2018.

He explained the background to the District Council's Local Plan Review and the reduction in the proposed number of dwellings proposed in Ringwood since the previous consultation in 2016. At least 750 new homes were now proposed over two strategic sites; SS13 north of Moortown Lane and SS14 north of Hightown Road. He referred to the Infrastructure Delivery Plan (IDP), which outlines planned delivery of infrastructure and community facilities to support the planned growth and concludes that there are no major constraints that would prevent these sites coming forward for development.

Comments were invited from members of the public present, and the following issues were raised:

- There was an increase in the number of dwellings now proposed on SS13 – from 350 to at least 480.
- That a buffer of open space should be included on the western boundary of SS13 (much the same as on SS14) to protect existing residents from overlooking.
- The pipes from the pumping station to the sewage treatment works had not been upgraded since the 1960s, despite a 40% increase in population, and there was a need for capacity to be increased.
- There were concerns about how surface water was being dealt with on the Linden Homes site, and there was a need to ensure this was resolved and there was a robust drainage strategy for future development.
- NFDC has a legal duty to cooperate with other local authorities across adjoining borders if housing numbers can't be achieved. This work had been undertaken.
- There was a query as to whether the new access to the north of SS14, off the A31 slip road, was deliverable as Highways England had previously objected to this. This was essential in order for the development to be brought forward.
- There was concern that the agricultural land north of Moortown Lane had been downgraded from grade 1 agriculture to grade 3. However, NFDC had commissioned a study to review the Green Belt, which concluded that this site made a weaker contribution to Green Belt purposes. There was insufficient evidence to challenge this finding.
- There were concerns about road safety, particularly in Moortown Lane, and it was noted that when sites came forward a Traffic Assessment would be required at that time. The Transport Assessment supporting the Local Plan Review concluded that none of the development proposed would have severe transport network impacts, and planned growth could be accommodated satisfactorily with appropriate mitigation.
- It was noted that the District Council had no current policy for delivering the required number of houses, and developers could therefore put forward their own proposals or sites, which would be compliant with national policy (known as "planning by appeal"). This was why the District Council was working to bring forward a new Local Plan in a timely fashion, to prevent unwanted development.

Members considered the recommended response from the Committee (P/5517 refers).

Cllr Heron stated that he would not vote on the recommendation as he would vote on the matter when it came before the District Council.

He said that the Local Plan must deliver for the people of Ringwood and was very keen to see young people have the opportunity to both live and work in the town. By increasing the density on housing sites, this would reduce the cost of delivering affordable houses. High quality design would be required, but density issues could be overcome by good urban design. He therefore objected to the recommendation that a maximum number of dwellings be defined. Other Members felt strongly that a maximum number should be defined, and it was agreed to retain this recommendation in the Council's response.

He also believed that additional school places could be accommodated on existing sites, and objected to the reserve site for a new school south of Moortown Lane. Ringwood already had a deficit of open space and could not afford to lose existing playing fields.

Members had previously been informed by Wessex Water that the sewage treatment works were working to capacity and there was no scope to expand this facility. It was agreed that a firm commitment was required that capacity could be increased and the pipe work from the pumping station would be upgraded. The IDP states "The Environment Agency has yet to confirm the need for revised treatment limits to support level of development in ... Ringwood." Once known, Wessex Water will carry out a strategic review to ensure that treatment capacity is sufficient to cope with proposed new development. The IDP also states "Investment in infrastructure to provide additional capacity will be required in parallel with new development". A new connection to the sewage treatment works with sufficient capacity to serve both sites is required.

Members were of the view that if this new sewerage infrastructure could not be provided, that part of the Plan that referred to it would be unsound.

It was agreed to add to recommendation 8 that pipework from the Bickerley pumping station to the sewage treatment works must be upgraded, and to note that the Plan would be unsound if the required infrastructure could not be delivered.

Members welcomed new Policy 16: housing type, size and choice. This put a much greater emphasis on the provision of smaller 1 and 2 bedroom homes, affordable rental homes and affordable home ownership. It was agreed to include this support in the Council's response.

Cllr Wiseman raised a concern about the run-off areas for water coming off the Forest; she was concerned that adequate mitigation could not be achieved with new building proposed so close to existing development.

Cllr Treleaven objected to the recommendation that currently allocated employment land should be considered for housing. He supported the need for people to be able to live and work in the same town and feared Ringwood could become a dormitory town if sufficient employment opportunities were not available. He wished to see a more skilled local workforce to ensure the economic success of the town. Members agreed that recommendation 5, relating to currently allocated employment land west of Crow Arch Lane, should be deleted but that recommendation 6, relating to land adjacent to the A31 should be retained.

After some discussion, it was agreed that the Plan was sound, but if some of the identified issues were not delivered, such as the improvements to the sewerage infrastructure, then this would result in the Plan being unsound.

The Committee's recommendations were amended as follows:

- 1) That Site 14 (Elm Tree/Nouale Lane) should be developed before Site 13 (Moortown Lane), which is designated Green Belt land, but neither site should be developed, without the supporting road structure, in order to alleviate traffic congestion.
- 2) That if Site 14 is developed, it is essential that the new junction from A31 is created first.
- 3) That the maximum number of dwellings for each site needs to be defined.
- 4) That there are measures in place to protect the Green Belt from further erosion and provision be made for suitable alternative land, to compensate for the potential loss of Open Space/sports facilities, with the proposal to reserve the north-west corner of the plot to the south of Moortown Lane, for a school.

5) That the area allocated for employment development on Site 14, adjacent to A31, should be considered for housing.

6) That the building line, on the western boundary of Site 13, be moved to create a buffer of open space and provide a level of protection to existing properties on Christchurch Road, where there is significant risk of overlooking due to the proximity. This is unlike Site 14 where the building line is a distance from existing dwellings on Eastfield Lane and shows new housing separated by an area of open space.

7) That confirmation is sought from Wessex Water that the sewage treatment works can be expanded (at Hampshire Hatches) to cope with the increased capacity required from the new development proposals, and that the pipework from the pumping station at Bickerley to the sewage treatment works be upgraded.

8) That the proposed vehicle accesses to Site 13 from Moortown Lane be reviewed, taking into account proposed development of the recreation facilities to the south, which would require an additional entrance to the east of Long Lane.

9) That Policy 16, which places a greater emphasis on smaller homes for rent and purchase be welcomed.

RESOLVED:

- 1) That the minutes of the Planning, Town & Environment Committee meeting held on 6th July 2018 be received, with the exception of the recommendation at P/5517;
- 2) That authority be delegated to the Planning, Town & Environment Committee (which meets on 3 August 2018) to agree the Council's response to the Local Plan Submission Document, based on the amendments and additions agreed at this meeting to the Committee's initial recommended response (Minute P/5517 dated 06/07/2018 refers), and in particular to indicate where failure to address the issues adequately might render any part of the Plan unsound.

C/6182

POLICY & FINANCE COMMITTEE

Cllr Heron presented the minutes of the Policy & Finance Committee meeting held on 18th July 2018.

F/5595 – Cllr Heron proposed an amendment to the text in the last but one line of the final paragraph, it should read "... is returned to the **relevant** reserve ...", rather than general reserve. This was agreed.

RESOLVED: That the minutes of the Policy & Finance Committee meeting held on 18th July 2018 be received and amended as outlined above.

C/6183

OFFICE LEASE RENEWAL

Members considered the sealing of documents relating to the lease renewal for the ground floor office suite at Greenways (*Annex A*). It was noted that the renewal of the lease had been agreed by the Policy and Finance Committee at its meeting on 21 March 2018 (F/5550 refers).

RESOLVED:

- 1) That the Council's seal be applied to the lease attached as Annex A;

- 2) That the Council's seal be applied to the rent deposit deed attached as Annex B.

C/6184 COMMUNICATIONS TO BE RECEIVED

The Town Mayor reported the following:

- 1) During the recent closure of Crow Lane, signs had been positioned at the Moortown Lane end stating that businesses were open as usual. However, no signs had been put up at the Hightown Road end, and he had received complaints from local businesses about loss of trade. He asked that this be borne in mind for future closures.
- 2) He and six other Members had attended the Armed Forces Day service at Ringwood Church.
- 3) He had attended a meeting of the Twinning Association; the Mayor of Pont Audemer would be visiting Ringwood from 30 May to 2 June 2019 and he hoped that a reception event could be hosted by the Town Council.

C/6185 REPORTS FROM TOWN COUNCILLORS

Cllr Day reported on events. Fireworks at Carvers would take place on Sunday 4 November. It would be a bigger event than previous years, with a stage, music and performances. Limited parking for disabled was planned on site. It was currently proposed to hold the Christmas Switch-On event on Sunday 2 December, so as not to impact usual Saturday trade. However, it was hoped that as many businesses as possible would open on the Sunday to support the event, which would include a Christmas market and Father Christmas in his grotto. Cllr Ford wished to thank Cllr Day for all the work he put in to bring about the refurbishment of the Fridays Clock.

Cllr Murphy had attended the New Forest Association of Local Councils (NFALC) meeting on 19 July. Attendance at these meetings was disappointing and they were looking at ways to increase support.

Cllr Ward reported that the dedicated Ringwood section on the Go New Forest (GNF) website was now up and running, with the facility for details of local events to be uploaded. He said it was easy and free to register events and encouraged local organisers to take up this opportunity, which had the potential of reaching hundreds of thousands of people, both residents and visitors to the area. GNF would now be approaching local business to offer advertising opportunities.

C/6186 REPORTS FROM COUNTY AND DISTRICT COUNCILLORS

District Councillor Heron reported that the next Cabinet meeting would take place on 1 August and would consider funding for a Centre for Social Innovation Business Centre in Everton, and the Medium Term Financial Plan.

C/6187 FORTHCOMING MEETINGS

Recreation, Leisure & Open Spaces	7.00pm	Wednesday 5 th September 2018
Planning, Town & Environment	10.00am	Friday 3 rd August and 7 th September 2018
Policy & Finance	7.00pm	Wednesday 19 th September 2018
Full Council	7.00pm	Wednesday 26 th September 2018

There being no further business, the Town Mayor closed the meeting at 8.34pm.

APPROVED
26th September 2018

TOWN MAYOR

TOWN COUNCIL**25th July 2018****Office lease renewal****1. Introduction and reason why decision required**

At its meeting on 21st March the Policy & Finance Committee resolved (minute ref. no. F/5550) that the renewal of the lease of the ground floor office suite at Greenways, to the current tenants, be approved on the terms as outlined in the confidential report referred to.

Forms of lease and rent deposit deed giving effect to that decision have now been agreed between solicitors acting for the parties. Copies of both documents are attached to this report. Both now require sealing by the Council.

2. Background information, options, impact assessment and risks

Each use of the Council's seal requires a resolution of the members.

3. Recommendations

Members are respectfully invited to approve a resolution as follows:

RESOLVED:

3.1 That the Council's seal be applied to the lease attached as Annex A

3.2 That the Council's seal be applied to the rent deposit deed attached as Annex B

For further information, contact:

Chris Wilkins, Town Clerk
Direct Dial: 01425 484720
Email: chris.wilkins@ringwood.gov.uk

THIS COUNTERPART LEASE is made _____ day of _____

BETWEEN:

- (1) RINGWOOD TOWN COUNCIL whose office is at Ringwood Gateway, The Furlong, Ringwood. BH24 1AT (hereinafter called “the Landlord” which expression shall where the context so admits include the reversioner for the time being immediately expectant upon the determination of the term hereby created) of the first part and
 - (2) QUANTUMA LLP (Company Number OC379411) whose registered office is at 81 Station Road Marlow Buckinghamshire SL7 1NS (hereinafter called “the Tenant” which expression shall where the context so admits include its successors in title) of the second part
1. IN this Lease:-
 - 1.1. WHENEVER there is more than one tenant, all their obligations can be enforced against all of the tenants jointly and against each individually
 - 1.2. A REFERENCE to an Act of Parliament refers to that Act as it applies at the date of this Lease and any later amendments or re-enactment of it
 - 1.3. AUTHORITY given to a person to enter the Property after giving notice, extends, in the case of emergency to entry after giving less notice than specified or without giving any notice as is reasonable in the circumstances
 - 1.4. ‘THE common parts’ are the parts of the building intended for use by some or all of the tenants and other occupants of the building
 - 1.5. NO obligation to repair extends to rectifying any damage caused by any insured risk (defined below), unless or to the extent that, because of anything done or not done by the person obliged to repair, the insurers do not pay under the policy
 - 1.6. ANY obligation to pay money refers to a sum exclusive of value added tax (‘VAT’) and any VAT charged on it is payable in addition
 2. IN exchange for the obligations undertaken by the Tenant:-
 - 2.1. THE Landlord demises the Property to the Tenant with full title guarantee for the term of six years starting on 20th July 2018 and expiring on 19th July 2024 (the ‘Lease period’) on the Tenant agreeing to pay

A

Annex A

- (a) £16,500 a year for the first three years of the Lease period and £17,000 a year for the remainder of the Lease period (“Basic Rent”) and, in each case
- (b) as further rent throughout the term from time to time an amount equal to one half of the amount expended by the Landlord in the insurance of the Building against loss or damage by fire and all other risks the Landlord may from time to time deem desirable or expedient (“Insurance Rent”) such further rent to be paid without any deduction on the quarterly payment date next ensuing after the said expenditure and to be recoverable by distress in the same way as rent in arrear

2.2.

2.2.1. ‘THE Building’ means 71 Christchurch Road, Ringwood, Hampshire

2.2.2. ‘THE Structure of the Building’ means:

- i. The roof and foundations of the building;
- ii. Its load bearing walls and columns (excluding plaster or other decorative finishes);
- iii. The floor structures (including beams and joists but excluding floorboards and floor finishes);
- iv. All surfaces of the building exposed to the elements except surfaces made of glass and window frames

2.2.3. ‘THE Property’ is all that office suite comprising various rooms including kitchen and W.C.’s and the entrance porch and entrance hall which extends to but not otherwise

- i. All non-load bearing walls wholly within the Property;
- ii. One half (severed vertically) of all non-load bearing walls separating the Property from any other part of the Building;
- iii. All plaster or other decorative finish applied to any wall bounding the Property and not falling within (i) or (ii) above or applied to any column or load bearing wall within the Property;
- iv. The whole of all doors door frames windows and window frames bounding the Property;
- v. All ceilings bounding the Property;

- vi. All floor finishes and floor boards
and the services exclusively serving the same all of which said
premises known as Ground Floor Offices, 71 Christchurch Road,
Ringwood and which are shown for identification purposes only on
the plan annexed hereto and thereon edged red
- 2.3. THE Property is let with the rights mentioned in the First Schedule, but
the letting is subject to the rights mentioned in the Second Schedule
3. THE Landlord and the Tenant have agreed that the provisions of Sections 24
to 28 of the Landlord and Tenant Act 1954 shall not apply to this Lease and
that the required Notice was duly given by the Landlord to the Tenant who
has made the required Declaration or Statutory Declaration before the grant
of this Lease
4. THE Tenant agreed with the Landlord:-
 - 4.1. TO pay the Basic Rent of the first of each month in advance by
bankers order (but with the first and last payments being proportionate
sums if appropriate and the first payment being made on the 4th
August 2018) and to pay a rental deposit of £7,000 to the Landlord in
accordance with the Rent Deposit Deed on
 - 4.2. TO pay the Insurance Rent as referred to in clause 2.1 within fourteen
days of receiving a written request to do so by the Landlord
 - 4.3. TO pay 50% of the reasonable and proper expenses incurred in
respect of constructing repairing cleansing and, where necessary,
rebuilding all party walls fences sewers drains channels sanitary
apparatus wires pipes passageways stairways entrance ways roads
parking and manoeuvring areas pavements and all other things the
use of which is common to the Property and other parts of the Building
 - 4.4. TO pay one half of the expense reasonably and properly incurred by
the Landlord in respect of decoration and treatment staining or
otherwise to all external parts of the Property and keeping the common
parts in repair and to keep the Landlord indemnified against such
proportion of such expenses as aforesaid
 - 4.5. The Landlord and the Tenant agree that there are separate gas sub-
meters installed for both the Property and the First Floor Offices. The
Landlord will pay the gas supplier but the Tenant will reimburse the

A

Annex A

Landlord, within 7 working days of a written request to do so on the basis of one half of any standing charge made by the gas supplier and as to the whole of any charges made for gas used in the Property and any climate levies which are charged against the Property and the Tenant will continue to pay one half of the expense incurred by the Landlord in maintaining and repairing the gas meters or associated equipment

- 4.6. TO pay interest on any rent paid more than seven days after it falls due at a rate of 4% above the base lending rate of Lloyds Bank PLC from the date the money becomes due till the date payment is made
- 4.7. TO pay promptly to the authorities to whom they are due all rates taxes and outgoing relating to the Property, including any which are imposed after the date of this Lease (even if of a novel nature)
- 4.8. TO keep in as good a state of repair and condition as is evidenced by the agreed Schedule of Condition dated June 2012 as to all parts of the Property and all additions to it and to renew and replace, from time to time, and without prejudice to the generality of the foregoing covenants to clean all plate glass and other windows in the Property at least once every month
- 4.9. TO allow the Landlord, on giving at least seven days' notice, to enter the Property to inspect the state of it
- 4.10. IF the Landlord gives the Tenant notice of any failure to do repairs required by this Lease, to start the work within three months, or immediately in case of emergency, and to proceed with it diligently. In default, the Landlord is entitled to enter the Property to do it, and the Tenant must pay the cost of it on demand
- 4.11.
 - (a) TO decorate the inside of the Property during every third year of the Lease period, and in addition during the last year of it (however it ends)
 - (b) All painting to be with at least two coats of good quality paint and all wallpaper and wallcovering to be of good quality. On the final occasion, the colour of any paint and the pattern of any wallpaper and wallcoverings must be approved in advance by the Landlord

- 4.12. TO allow anyone who reasonably needs access in order to inspect, repair or clean neighbouring Property, or any sewers, drains, pipes, wires or cables serving neighbouring Property, to enter the Property at any reasonable time. The person requiring access must give at least seven days' notice except in emergency and made good any damage to the Property promptly
- 4.13. NOT, other than by fitting out or with the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed) to alter or add to the Property nor to allow anyone else to do so. This obligation does not restrict any duty to comply with statutory requirements
- 4.14.
- (a) TO prevent any person from using any part of the Property in such a way that he may acquire an indefeasible right to continue that use
 - (b) NOT to stop up any window on the Property
- 4.15. TO allow the Landlord to enter the Property at any reasonable time, after giving at least seven days' notice, to inspect it and value it for insurance purposes and the Landlord's cost
- 4.16. IF any use to which the Property is put increases the insurance premium payable for any neighbouring Property belonging to the Landlord, to pay on demand the amount of that increase
- 4.17. NOT to act in a way which will or may result in the insurance of the Property being void or voidable, or in the rate of premium for it being increased, nor to allow those at the property with the Tenant's actual or implied authority to do so
- 4.18. NOT to use the Property, or any part of it, except as offices and for no other purpose whatsoever and only so used between the hours of 8am and 6pm Mondays to Friday inclusive
- 4.19.
- (a) TO obey all reasonable and proper regulations which the Landlord makes from time to time and of which the Tenant has been notified and the Tenant shall be entitled to make representations to the Landlord if the Tenant feels that any of the regulations are unreasonable

A

Annex A

- (b) THIS clause only applies to regulations which govern the use of the Property and of any other Property over which this Lease gives the Tenant rights. No regulation may prevent or unreasonably restrict the use of the Property for the use allowed
- 4.20. NOT to invite the public generally, or any specified section of it, to come to the Property, nor to use it for a purpose which attracts casual callers and any who may come to the Property shall enter and leave by the front door only
- 4.21. NOT to use the Property, or any part of it, for any of the following, nor allow anyone else to do so:-
Activities which are dangerous, offensive, noxious, noisome, illegal or immoral, or which are or may become a nuisance to the Landlord or to the owner or occupier of any neighbouring property
- 4.22. NOT to keep any animals birds or reptiles on the Property or use the Property as a sleeping place
- 4.23. NOT to display any notice or advertisement either on the outside of the Property or visible from outside it, nor in the common parts, except reasonable announcements of the name and business of the occupier immediately outside the entrance to the Property and in the entrance hall of the building. The size, contents and position of those announcements must be approved in advance by the Landlord (who is not entitled to withhold approval unreasonably)
- 4.24. NOT withstanding clause 4.23 above the Tenant is permitted to display advertisements and signage in the windows of the Property with the Landlord's prior written consent and provided that such advertisements or signage are appropriate for use as professional offices (in the reasonable opinion of the Landlord)
- 4.25. NOT to do or permit to be done upon the Property anything whereby the roof structure walls or floors would become overloaded and/or subject to an undue amount of stress and to obtain the Landlord's prior written consent to the positioning of any one article whether laden or not weighing more than one cwt. which consent shall be revocable at will or which may depreciate the letting value of the Property or remove any of the windows in order to facilitate the installation of any furniture

or machinery or equipment or at any time block up darken obstruct or obscure any external doorway passage windows light grating or opening belonging to the Property or permit any new window light opening or other encroaching to be made into against or upon the Property or anything which may be or grow to damage or inconvenience of the Landlord and will at request of the Landlord depot such means as may in the opinion of the Landlord be expedient for preventing any such encroachment or the acquisition of any such easement on or over the Property

- 4.26. TO be responsible for and to indemnify the Landlord against all damage occasioned to the Property or any other part of the said building or any adjacent or neighbouring premises or to any person caused by any act default or negligence or the Tenant or the servants or agents licensees or invitees of the Tenant
- 4.27. TO insure and keep insured any plate glass windows of the Property against damage and destruction to the full replacement value thereof in some insurance office of repute and to produce the policy and the last premium receipt to the Landlord on demand but save as aforesaid not to effect or maintain any insurance in respect of the Property (except as to Tenant's fixtures trade fittings or stock)
- 4.28. TO yield up the Property with the fixtures and fittings and additions thereto (Tenant's fixtures only excepted) at the expiration or sooner determination of the said term in good or substantial repair and condition in accordance with the several covenants hereinbefore contained
- 4.29. TO pay the Value Added Tax on the Rent and on all taxable supplies received by the Tenant under or in connection with this Lease and to indemnify the Landlord in respect of any Value Added Tax on any costs expenses registration fees or other monies payable by the Tenant under this Lease subject to receipt of a valid V.A.T. include properly addressed and for the full amount and for the avoidance of doubt it is confirmed that the amounts due under this Lease from the Tenant to be Landlord are exclusive of Value Added Tax

A

Annex A

- 4.30. TO keep the Property supplied and equipped with all fire fighting and extinguishing appliances from time to time
- (a) required by law or
 - (b) required by the Insurers of the Property or
 - (c) reasonably required by the Landlord
- such appliances being kept open to inspection and properly maintained and not to obstruct or permit or suffer to be obstructed the access to or means of working such appliances or the means of escape from the Property in case of fire
- 4.31. WITHIN twenty-eight days of
- (a) the death during the term of any person who has or shall have guaranteed to the Landlord the payment of the Basic Rent and Insurance Rent and the observance and performance of the Tenant's covenants under the Lease or
 - (b) such person becoming bankrupt or having a Receiving Order made against him or
 - (c) such person being a company suffering a Receiver to be appointed or passing a Resolution to wind up or entering into liquidation to give the Landlord notice and if the Landlord so requires at the Tenant's expense within twenty-eight days to procure some other person acceptable to the Landlord to execute a Guarantee (in a form reasonably required by the Landlord) or the payment of the above mentioned rents and observance and performance of the above mentioned covenants
- 4.32.
- (a) IN this clause:
 - (i) 'the Planning Acts' means the Town and Country Planning Act 1990 and the Planning (Listed Buildings and Conservation Areas) Act 1990 and the rules, regulations and order which are either made under one of them or are continued by the Planning (Consequential Provisions) Act 1990, as they apply from time to time
 - (ii) 'permission' means permission given under the Planning Acts to carry out development

- (b) To comply with the Planning Acts as they affect the Property
 - (c) Not to carry out any development on the Property which requires permission
 - (d) Not to apply for permission to develop all or part of the Property
 - (e) If the Landlord requires, and at the Landlord's expense, to join the Landlord in making representations about any proposed development on the Property or neighbouring Property
 - (f) To allow the Landlord to enter the Property to comply with any lawful requirement under the Planning Acts, even if that restricts the enjoyment of the Property
- 4.33. IF any authority acting under an Act of Parliament requires that the Property be altered, added to or modified or that any fixtures or equipment be installed or removed:
- (i) To give the Landlord promptly a copy of any notification received to that effect
 - (ii) To do the work required unless the Landlord opts to do it
- 4.34. TO give the Landlord promptly a copy of any notice received concerning the Property or any neighbouring Property
- 4.35. ON receipt of a notice concerning the Property served under the Party Walls etc. Act 1996, to respond at the Landlord's expense in the way the Landlord requires
- 4.36.
- (a) IN this clause, 'to deal with' means to assign, sublet, mortgage, charge or part with possession of
 - (b) Unless the Landlord previously approves (such approval not to be unreasonably withheld or delayed) not to deal with the whole Property
 - (c) Not to deal with part of the Property separately from the rest of it
- 4.37. AS a condition of giving approval to an assignment, the Landlord may require that the Tenant enters into an authorised guarantee agreement under the Landlord and Tenant (Covenants) Act 1995 guaranteeing that the assignee will perform all the Tenant's covenants in this Lease

A

Annex A

- 4.38. THE Landlord may withhold approval to a proposed assignment if the Landlord acting reasonably, considers the proposed assignee to be of lesser financial standing than the Tenant
 - 4.39. WITHIN one month of every change of ownership of this Lease, or of every subletting, to give notice of it to the Landlord or the Landlord's solicitors and to pay a reasonable registration fee or not more than £40. At the same time, to produce for inspection a copy of any document transferring the ownership or a counterpart of the sublease
 - 4.40. TO allow the Landlord and any person with written authority from the landlord or the Landlord's agent to enter the Property to view it as or for a prospective purchaser, tenant or mortgagee
 - 4.41. DURING the last six months of the Lease period, to allow the Landlord to fix a notice to the outside of the Property announcing that it is for sale or to let
 - 4.42. TO pay the Landlord's reasonable and proper costs incurred as a result of the Tenant applying for the Landlord's consent or approval whether or not it is granted
 - 4.43. TO pay all reasonable and proper expenses (including legal and surveyors' fees) which the Landlord incurs in preparing and serving
 - (i) a notice under section 146 of the Law of Property Act 1925, even if forfeiture is avoided without a court order
 - (ii) a schedule of dilapidations recording failure to give up possession of the Property in the appropriate state of repair when this Lease ends
5. THE Landlord agrees with the Tenant
- 5.1. SO long as the Tenant does not contravene any term of this Lease, to allow the Tenant to possess and use the Property without interference from the Landlord, anyone who derives title from, or any trustee for, the Landlord
 - 5.2.
 - (a) TO keep in repair the Structure of the Building and the common parts of it

- (b) TO decorate in a good and workmanlike manner and with appropriate materials the exterior and common parts of the building as often as in the opinion of the Landlord is reasonably necessary

5.3.

- (a) TO insure the Building under a policy which satisfies the conditions set out below
- (b) The conditions with which an insurance policy must comply are:-
 - (i) cover is provided against each following risks ('insured risk'), so far as that cover is generally available for that type of building: fire, lightning, explosion, earthquake, landslip, subsidence, heave, riot, civil commotion aircraft, aerial devices, storm, flood, impact by vehicles and damage by malicious persons and vandals and other risks which the Landlord from time to time reasonably considers should be covered
 - (ii) the sum insured is at least the full rebuilding cost of the Building, and any additions to it which should be insured, plus an appropriate percentage for site clearance, professional fees and three years' loss of Basic Rent
 - (iii) the policy is issued by a reputable insurance office

5.4.

- (a) UNLESS sub clause (c) applies, to claim promptly all sums which are or may be payable under any insurance policy arranged by the Landlord as required by this Lease, and to use all sums received promptly in rebuilding or repairing any damage and paying the Basic Rent and holding the insurance proceeds until used in trust for the Landlord and the Tenant and anyone else interested in the proceeds
- (b) DURING any period (maximum three years) when all or a substantial part of the Property cannot be put to its accustomed use because of damage from an insured risk or is inaccessible, the Basic Rent shall be cancelled unless or to the extent that the insurers do not pay under the policy because of something done or

A

Annex A

not done by the Tenant. Any dispute whether and how this clause applies is to be referred to arbitration

(c) IF a start on rebuilding or repair is not possible within three years after damage caused by an insured risk

(i) To divide all insurance proceeds (other than from loss of Rent insurance) between the Landlord and the Tenant and anyone else interested in the proceeds, in the ratio of the open market values of their interests in the Property immediately before the damage occurred. Any dispute as to the amount payable is to be referred to arbitration

(ii) This Lease, if still current, automatically ends

5.5. TO maintain the front garden including grass cutting maintenance or flower beds and pruning of shrubs and weed control and to provide weed control of the car park at a percentage cost to the Tenant

6. THE parties agrees:

6.1. If the Tenant wishes to determine this Lease at the end of the third year of the Lease period and gives the Landlord not less than six months written notice of that wish and up to the time of the determination pays the Basic Rent and the Insurance Rent and substantially performs and observes the covenants contained in this Lease on the expiry of the notice the Lease period is to cease and determine immediately but without prejudice to any rights or remedies that may have accrued

6.2 The Landlord shall not be responsible to the Tenant's licensees clients servants agents or other persons in the Property or calling upon the Tenant for any accident happening or damage to or loss of any chattel or Property sustained on the Property or in the building or on the car park of which the Property forms part

6.3 Such of the division walls as divide the Property from other premises of the Landlord shall be deemed to be party walls and to belong in equal moieties considered as divided vertically down the middle through the whole length to the Property on either side thereof and it is hereby further agreed and declared that the floor of the premises over other premises of the Landlord and including the

joists or beams on which the said floor is laid but not the joists or beams to which the ceiling below is attached shall belong to and be the responsibility in full of the Tenant in accordance with preceding covenant in that respect

6.4 Save where otherwise herein provided for the purpose of service of all notices hereby or by statute authorised to be served the regulations as to service of notices contained in Section 196 of The Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 shall be deemed to be incorporated herein

6.5 The Landlord shall be entitled to carry out or permit the development of any neighbouring premises and to build on or into any boundary wall of the Property or to re-route any services in or access to the Property without payment of compensation to the Tenant for any damage or otherwise subject to the Landlord exercising such right in reasonable manner and making good any damage caused to the Property but notwithstanding any diminution of light or air to the Property

6.6 THE Landlord is entitled to forfeit this Lease by entering any part of the Property whenever the Tenant:

- (i) is twenty one days late in paying any rent reserved by this Lease
- (ii) has not complied with any material obligation in this Lease
- (iii) when one or more individuals: is, are, or one is, adjudicated bankrupt or an interim receiver is appointed of the Property of the Tenant, Tenants or one of them
- (iv) when a company: it or one of them goes into liquidation, unless that is solely for the purpose of amalgamation or reconstruction when solvent, an administrative receiver of it is appointed or any administration order is made in respect of it

The forfeiture of this Lease does not cancel any outstanding obligation which the Tenant owes the Landlord

6.7 BEFORE referring any dispute to arbitration under this Lease, either party may (without obligation) suggest to the other that they voluntarily seek

A

Annex A

mediation to resolve their differences. If the suggestion is accepted, the parties will:

- (a) apply to the then President of the Law Society to nominate a person of suitable knowledge and experience as mediator
- (b) each pay half the cost of nominating the mediator and, of his fees and expenses

6.8 ANY disputed matter, including any failure to agree on a new Basic Rent, referred to arbitration under this Lease is to be decided by arbitration under Part 1 of the Arbitration Act 1996 by a single arbitrator appointed by the parties to the dispute. If they do not agree on that appointment, the then President of the Royal Institution of Chartered Surveyors may appoint the arbitrator at the request of any party

6.9 THE rules as to the service of notices in section 196 of The Law of Property Act 1925 apply to any notice given under this Lease and to any claim form issued under the Civil Procedure Rules containing only a claim in respect of this Lease

6.10 A PERSON who is neither a party to this Lease, nor a party's successor in title, has no right to enforce any of its terms

6.11 NO-ONE incurs an liability as Landlord under this Lease after ceasing to have any interest in the reversion expectant on it

IT IS CERTIFIED that there is no written agreement for Lease to which this Lease gives effect

IN WITNESS whereof the Landlord (acting under seal witnessed by its Town Clerk) and the Tenant acting by a Director and its Secretary have hereunto set their respective hands the day and year first before written

FIRST SCHEDULE

Rights granted with the Property

Full right and liberty for the Tenant and all persons lawfully authorised by the Tenant in common with the Landlord and all other persons now or to whom hereafter the light rights shall be given

- (a) To use as a means of access to and egress from the Property the driveway on the south east side of the Landlord's retained property for

pedestrian access to the Property and vehicular access to the parking spaces referred to in this Lease and

- (b) To pass and repass with or without motor cars over the along the manoeuvring area in front of the car parking spaces
- (c) The right of free and uninterrupted passage of water and soil through the pipes drains watercourses and of electricity and gas through the cables wires and pipes now serving the Property and passing in under through or over any adjoining or neighbouring land TOGETHER with the right of entry (on 48 hours notice being given emergency only excepted) with workmen and others to enter upon the said adjoining land of the Landlord for the purpose of inspecting maintaining repairing and renewing any part of the Property and the aforesaid services
- (d) The right of support and protection from the adjoining premises as now enjoyed by the Property
- (e) The right to part up to five motor vehicles in the spaces allocated for the same at the rear of the Property as the Landlord shall from time to time designate

SECOND SCHEDULE

Except and reserving unto the Landlord

- (a) Full right of passage and running of water and soil and passing of electricity gas and other services from the neighbouring property of the Landlord through all drains channels sewers cables wires and pipes in or under the Property
- (b) Full right and liberty for the Landlord and their agents with workmen and others to enter upon the Property at reasonable times and on written notice save in the case of emergency for the purpose of inspecting maintaining cleaning repairing and decorating the retained parts of their adjoining property or any drains, channels, sewers, cables, wires, pipes serving the Landlord's property and including access into the roof space over the demised premises
- (c) Full right or support and protection from the Property as now enjoyed by the Landlord's adjoining premises

A

Annex A

- (d) A right of access during normal working hours and on giving reasonable notice saving for in emergency to the roof space which is currently used by the Landlord for archive storage
- (e) A right of access and to manoeuvre over the car park area and to park lorries and/or any other vehicles in any of the two spaces allocated for this purpose at the rear of the property by the Landlord and such allocation may be altered by the Landlord from time to time at this Landlord's discretion and also unto any Tenant of the first floor offices known as office suite over 71 Christchurch Road, Ringwood access and to manoeuvre and park in their reciprocally allocated spaces and for any reasonable temporary Licence given to the owners and occupiers of the Landlord's currently owned land at the rear, as disclosed prior to the signing of this Lease
- (f) The right for the Landlord and any Tenant of the first floor offices known as office suite over 71 Christchurch Road, Ringwood to access the entrance porch of the Building at any time for the purpose of accessing a letter box installed within that area

ORIENTATION

For the purposes of this report I have referred to the front left, right and right hand side assuming you are facing the property from Christchurch Road

SCHEDULE OF CONDITION**EXTERIOR**

Reference	Element of Structure	Description	Condition	Photo No.
Front elevation	Main roof covering	Pitched roof with a natural slate covering with ornate clay ridge tiles and finials and profile concrete hip tiles. Flat roofs to ground floor bays with a lead covering. Pitched with an asbestos cement slate covering to entrance porch.	The main roof slate is level with no evidence of any undue deflection or distortion. One or two slighting slipped slates. Ridge and hip tiles are adequately bedded. Lead roof coverings are in sound condition. Cracked asbestos slate to left hand side of porch roof	1
	Main walls	Facing brickwork with stone quoins, mullions, lintels and sills with stone band running halfway up the walls	Main elevations are upright and free from any significant cracking or movement. Brickwork and pointing is largely in a condition consistent with the age and type of property. Slight cracking noted at the junction of the left hand bay and brickwork. Cracks to window sill of left hand bay. Some loose and missing pointing to lower elevations and adjacent to lead roof of left hand bay. Lead flashing details between bay/entrance porch and	2, 3, 4, 5, 6

A

Annex A

Reference	Element of Structure	Description	Condition	Photo No.
			main elevations is in a sound condition. Cement sealant at junction of window and stone quoin is breaking up	
	Rainwater Guttering	Formed in plastic sections secured to fascia boards	Satisfactory	
	External joinery and windows	Timber soffits and fascias. UPVC double glazed windows. UPVC double glazed frame to porch with a Georgian wired front door	Satisfactory. Minor twisting to the main window of right hand bay. See comments under inside	
Left hand elevation	Roofs	Pitched roof with natural slate covering	General level and even with no evidence of any undue deflection or distortion. Slate covering is showing even courses	
	Main Walls	Cavity brickwork construction to both the original and extension. Metal lintel support over window openings	Brickwork and pointing was found to be largely in a condition consistent with the age and type of property/ Some loose and missing pointing noticed along the line of the plastic downpipe. Elevation is upright and free from any significant cracking or movement	7
	Rainwater Guttering	Plastic guttering with three plastic downpipes adequately secured to the elevations and into the ground via sealed connections	Satisfactory	
	External joinery and windows	Timber soffits and fascias. UPVC double glazed window	Satisfactory	
	Chimney Stack	Brick chimney stack surmounted by four clay chimney pots. Lead flashing detail	Satisfactory	
Rear	Roof	The main roof is	Roof coverings are level	

Reference	Element of Structure	Description	Condition	Photo No.
Elevation	Covering	pitched with a natural slate covering. Clay ridge tiles and finials. Profile concrete hipped tiles. Single storey extension has a mono-pitched roof with natural slate covering and concrete hip tile. Lead flashing detail at the junction of the main rear elevation and extension roof. Incorporates single velux style window to stairwell	and event with no evidence of any undue deflection or distortion. Ridge and hip tiles are adequately bedded. Lead flashing detail is in a serviceable condition. Vacuum seal to velux style window has failed.	
	Main walls	Cavity brickwork to original and the extension areas. Cast sills and lintels together with metal lintel supports	Main elevations are upright with no evidence of any significant cracking or movement. Brickwork and pointing is in a reasonably sound condition. Some repointing is noted to the original elevations	
	Rainwater guttering	PVCU guttering securing to elevation	Satisfactory	
	External joinery and windows	Softwood timber single and double sash windows together with softwood timber single glazed windows to cloakroom areas. Georgian wires timber doors to office suites	Satisfactory. Door frame to first floor office suite is slightly twisted but door is in a serviceable condition. Door to ground floor office suit needs to be re-hung	
Right hand elevation	Roof coverings	Pitched roof with natural slate coverings. Concrete hip tile	Roof plane is level and even. Slate bonding is satisfactory. One or two slipped tiles and metal tingles holding roof slates in place	8
	Chimney stack	Brick chimney stack with lead flashing and surmounted by four	Satisfactory	

A

Annex A

Reference	Element of Structure	Description	Condition	Photo No.
		chimney pots		
	Rainwater goods	PVCU guttering secured to the elevations. Three plastic downpipes secured to elevations. These either go into the ground via sealed connections or into a salt glazed gulley	Guttering is adequately aligned. Swan neck to rear of main guttering has disconnected resulting in staining to the walls. Cement surround to salt glazed gulley has cracked and blown	9
	Main walls	Cavity brickwork with case sill and lintel arrangements. Stone quoins	Brickwork, stonework and pointing largely in a serviceable condition. Some shrinkage cracking at the junction of stonework and brickwork. Minor spawling to brickwork surface in places, more noticeably towards the front of the building	
	External joinery and windows	Timber soffits and fascias. UPVC double glazed windows	Satisfactory	
External areas	Gardens and parking	To the front there area areas of lawns with borders laid with woodchip. Tarmacadam footpath to the front door. Paving slabs and grass area to either side. To the rear brick paved hard standing with large expanse of gravel used for parking and turning	Maintained to a generally acceptable standard	
	Boundaries	Front boundary is forward in brickwork. Left hand boundary comprises of brickwork and timber picket fencing. Right hand boundary to boundary adjoining the drive is along formed in brickwork	Left hand brick boundary wall is in poor condition and partially collapsing. Front boundary wall is serviceable but some loose and missing pointing noted. Boundary adjacent to the driveway has	10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20

Reference	Element of Structure	Description	Condition	Photo No.
			suffered impact damage from contractor's vehicles. The right hand boundary to the drive has been removed to facilitate construction works on the adjoining site	

INTERIOR

Reference	Element of Structure	Description	Condition	Photo No.
Reception Office	Ceiling	Newly fitted plasterboard ceilings with inset spot lights	Satisfactory	
	Walls	Solid masonry with lightweight timber framed partitioning to the rear. Wood chip wallpaper finish	Satisfactory. Newly decorated	
	Floor	Solid concrete with newly fitted carpets	Satisfactory	
	Joinery	Front door is panel / glazed type (locked). Rear door softwood timber flush fitting. Softwood timber skirting boards, door linings and architrave mouldings	Satisfactory	
Main right hand office	Ceilings	Plasterboard ceiling with paint finish. Concealed beam supporting first floor wall	Satisfactory some hair line cracking at board joints	
	Floors	Solid concrete with newly fitted carpets	Satisfactory	
	Joinery	2 x flush fitting doors. Softwood timber skirting, door linings and architrave mouldings. PVCU double glazed windows	Generally satisfactory. Front bay opening windows needs lifting and adjusting. Right hand window was locked	

A

Annex A

Front left hand office	Ceilings	Painted ceiling with woodchip lining paper	Satisfactory	
	Walls	Solid masonry with woodchip wallpaper	Satisfactory	
	Floors	Solid concrete with newly fitted carpets	Satisfactory	
	Joinery	Flush fitting door, softwood timber skirting boards, door linings and architrave mouldings	Satisfactory	
Middle hallway	Ceilings	Plasterboard ceiling with paint finish and inset spot lights. Concealed beam supporting outside wall of original property	Satisfactory	
	Walls	Solid masonry and lightweight timber framed partitions. Paint finish	Satisfactory	
	Floors	Solid concrete with newly fitted carpets	Satisfactory	
	Joinery	Back door comprises panel/glazed door with Georgian wired lighting. Softwood timber skirting boards, door linings and architrave mouldings	Satisfactory	
Left hand middle office	Ceilings	Plasterboard ceiling with paint finish	Satisfactory	
	Walls	Solid masonry with woodchip wallpaper	Newly printed and satisfactory	
	Floors	Solid concrete with newly fitted carpets	Satisfactory	
	Joinery	Flush fitting door. Softwood timber skirting boards, door linings and architrave mouldings. PVCU double glazed window	Satisfactory	
Rear left hand office	Ceilings	Plasterboard ceiling with paint finish	Satisfactory	
	Walls	Solid masonry with a paint finish	Satisfactory	
	Floors	Solid concrete with newly fitted carpets	Satisfactory	

	Joinery	Flush fitting door. 2 x softwood timber double glazed sash windows. Softwood timber skirting boards, door linings and architrave mouldings.	Generally satisfactory. Windows either locked or painted shut requiring lifting and easing	
Rear Lobby	Ceilings	Plasterboard ceiling with paint finish	Satisfactory	
	Walls	Solid masonry with a paint finish	Satisfactory	
	Floors	Solid concrete with a rubber finish and inset matting	Satisfactory	
	Joinery	Softwood timber skirting boards, door linings and architrave mouldings. Rear door is panel / glazed with inset Georgian wired glazed	Door does not close properly and needs rehangng	
Gent WCs	Ceilings	Plasterboard ceiling with paint finish	Satisfactory	
	Walls	Solid masonry walls with a plaster and paint finish	Satisfactory	
	Floors	Solid concrete with proprietary lining	Satisfactory but scuffing noted in places	21
	Joinery	2 x flush fitting doors. 2 x bottom hung softwood timber single glazed windows. Softwood timber skirting boards, door linings and architrave mouldings.	Satisfactory	
	Sanitary Ware	1 x low flush WC 1 x wash hand basin	Serviceable	
Ladies WCs	Ceilings	Plasterboard ceiling with paint finish	Satisfactory	
	Walls	Solid masonry walls with a plaster and paint finish	Satisfactory	
	Floors	Solid concrete with proprietary lining	Satisfactory but some scuffing noted	
	Joinery	2 x flush fitting doors. 2 x bottom hung softwood timber single glazed windows. Softwood timber skirting boards, door linings and architrave mouldings.	Generally satisfactory but door to hallway needs lifting and adjusting	

A

Annex A

	Sanitary Ware	1 x low flush WC 1 x wash hand basin	Serviceable	
Kitchenette	Ceilings	Plasterboard ceiling with paint finish	Satisfactory	
	Walls	Solid masonry with a paint and tile finish	Satisfactory	
	Floors	Solid concrete with a proprietary finish	Satisfactory	
	Joinery	1 x flush fitting door, melamine faced chipboard wall and floor units incorporating a stainless sink and drainer. 1 x softwood timber single glazed bottom hung window. Softwood timber skirting boards, door linings and architrave mouldings.	Kitchen units are very basic and there are no doors to the wall units. Doors to base units need lifting and adjusting . Main entrance door does not close properly	22
Store Room	Ceilings	Plasterboard ceiling with paint finish	Satisfactory	
	Walls	Solid masonry walls with a plaster and paint finish	Satisfactory	
	Floors	Solid concrete with thermos plastic tile finish	Serviceable but considerable scuffing noted	23
	Joinery	Flush fitting door. Softwood timber skirting boards, door linings and architrave mouldings.	Generally satisfactory. Locked door could not be opened and therefore door could not be fully closed	
Inner lobby by kitchen	Ceilings	Plasterboard ceiling with paint finish	Satisfactory	
	Walls	Solid masonry walls with a plaster and paint finish	Satisfactory	
	Floors	Solid concrete with a proprietary finish	Satisfactory but some scuffing noted	24
	Joinery	Flush fitting door with inset Georgian wired lighting. Built in boiler cupboards with double timber doors. Softwood timber skirting boards, door linings and architrave mouldings.	Satisfactory	

General	Central Heating	There is a Halstead Ace High gas fired combination boiler providing both heating and hot water located in the boiler room cupboard with a wall flue to the outside. Heat exchange throughout the property is via panel radiators	Not tested	
	Gas Supply	Gas meter is located in outside cabinets	Not tested	
	Electricity Supply	Modern consumer box is located in the kitchen. PVC wiring.	Not formal tests have been carried out	
	Fire Safety Requirements		Not tested. You should obtain your own fire risk safety assessment relating to your proposed use of the building	
	Asbestos	None apparent at the time of inspection	A copy of the asbestos survey relating to the entire building should be obtained before exchange of contracts	

A

Annex A

Executed by QUANTUMA LLP

.....
Member

.....
Member

The COMMON SEAL of RINGWOOD
TOWN COUNCIL was hereunto affixed
In the presence of two councillors and
The Town Clerk

Councillor

Councillor

Town Clerk

RENT DEPOSIT DEED DEPOSIT HELD BY LANDLORD ON TRUST

THIS DEED is made the _____ day of _____ 2018

BETWEEN:

- (1) RINGWOOD TOWN COUNCIL whose office is at Ringwood Gateway, The Furlong, Ringwood, BH24 1AT (hereinafter called "the Landlord" which expression shall where the context so admits include the reversioner for the time being immediately expectant upon the determination of the term hereby created) and
- (2) QUANTUMA LLP (Company number OC379411) whose registered office is at 81 Station Road, Marlow, SL7 1NS (hereinafter called "the Tenant" which expression shall where the context so admits include its successors in title)

NOW THIS DEED WITNESSES as follows:

1. DEFINITIONS AND INTERPRETATION

For all purposes of this deed the terms defined in this clause have the meanings specified.

1.1 'Default'

References to 'default' are references to any failure by the Tenant to pay:

- 1.1.1 the whole or any part of the Lease Rents (including any VAT chargeable),
- 1.1.2 any other money, including interest, payable pursuant to the Lease or
- 1.1.3 any expense incurred by the Landlord or due to the Landlord resulting from any failure by the Tenant to observe and perform the tenant's covenants and obligations and the conditions contained in the Lease or from the determination of the Lease before the end of the Term by forfeiture, the disclaimer of any liquidator or trustee in bankruptcy of the estate of the Tenant or otherwise than by agreement
whether or not any formal demand has been made.

1.2 Definitions from the Lease

The expressions 'the Landlord', 'the Tenant', 'the Term', 'the Lease Rents', 'Interest', 'the Rent', 'the Term', 'VAT' and are to have the meanings ascribed to them by the Lease.

1.3 'The Deposit Account'

'The Deposit Account' means any account with Lloyds Bank in the name of the Landlord or the New Reversioner.

A

Annex B

1.4 'The Deposit Balance'

'The Deposit Balance' means the amount from time to time standing to the credit of the Deposit Account.

1.5 Gender and number

Words that indicate one gender include all other genders, words that indicate the singular include the plural and vice versa and words that indicate persons shall be interpreted as extending to a corporate body or a partnership and vice versa.

1.6 Headings

The clause headings do not form part of this deed and are not to be taken into account in its construction or interpretation.

1.7 Interpretation of 'the Landlord'

The expression 'the Landlord' includes the person or persons from time to time entitled to possession of the Premises when the Lease comes to an end.

1.8 'The Initial Deposit'

'The Initial Deposit' means £8,250.

1.9 Joint and several liability

Where any party to this deed for the time being comprises two or more persons, obligations expressed or implied to be made by or with that party are deemed to be made by or with those persons jointly and severally.

1.10 'The Lease'

1.10.1 Definition

'The Lease' means a lease of the Premises dated TBC and made between (1) the Landlord and (2) Quantuma LLP ("the Tenant").

1.10.2 Interpretation

The term 'the Lease' includes all or any deeds and documents supplemental to the Lease whether or not expressed to be so

1.11 'The New Reversioner'

'The New Reversioner' means any person to whom the Landlord transfers the reversion immediately expectant upon determination of the Term or to whom the Landlord grants an overriding lease.

1.12 'The Premises'

'The Premises' means the ground floor office suite at Greenways, 71 Christchurch Road, Ringwood BH24 1DH as more fully described in the Lease.

1.13 References to clauses

Any reference in this deed to a clause without further designation is to be construed as a reference to the clause of this deed so numbered.

1.14 References to statutes

Unless expressly stated to the contrary, any reference to a specific statute includes any statutory extension or modification or amendment or re-enactment of that statute and any regulations or orders made under it and any general reference to a statute includes any regulations or orders made under that statute.

2. RECITALS

2.1 The Lease

This deed is supplemental to the Lease by which the Premises were let for a term of six years commencing on TBC subject to the payment of the rents reserved by and the performance and observance of the covenants on the tenant's part and the conditions contained in the Lease.

2.2 Agreement to enter into deposit arrangements

The Tenant agreed with the Landlord to enter into the deposit arrangements documented by this Deed as a condition of the Landlord entering into the Lease.

3. THE DEPOSIT

3.1 Receipt

The Landlord acknowledges receipt of the Initial Deposit

3.2 Trust

The Landlord will place the Initial Deposit in the Deposit Account and hold the Deposit Balance throughout the Term on trust subject to the provisions of this deed as security for any default, the Deposit Balance only becoming repayable to the Tenant in the circumstances specified in clause 6 DURATION OF DEPOSIT ARRANGEMENTS.

3.3 Maintenance

3.3.1 Replacement of money withdrawn

If, before the date of closure of the Deposit Account in accordance with clause 6 DURATION OF DEPOSIT ARRANGEMENTS, the Landlord makes a withdrawal from the Deposit Account in accordance with clause 5 WITHDRAWAL, then the Tenant must deposit in the Deposit Account within 7 days, an amount equal to the sum so withdrawn.

3.3.2 Minimum balance

if at any time the Deposit Balance is less than a sum equal to 6 months Lease Rents for the time being together with a sum equivalent to any VAT chargeable thereon then the

A

Annex B

Tenant must within 7 days deposit in the Deposit Account, the difference between the Deposit Balance and that sum

4. WITHDRAWAL

5.1 Withdrawal on notice

The Landlord may at any time withdraw from the Deposit Account an amount not exceeding any sum then due to the landlord arising out of a default provided that the Landlord has previously given to the Tenant not less than 14 days' notice of his intention to make a withdrawal from the Deposit Account, specifying the default to which the withdrawal relates and the amount of the withdrawal and the Tenant has not remedied the default complained of before the notice expires.

5.2 Resolution of disputes

5.2.1 Reference to third party

If the Tenant objects to the Landlord's intention to make a withdrawal from the Deposit Account, and gives reasonable written reasons for his objection within the period referred to in clause 5.1 WITHDRAWAL ON NOTICE, then before making a withdrawal from the Deposit Account the Landlord must refer the matter to a Chartered Surveyor for determination of the amount that may properly be withdrawn.

5.2.2 Conduct of reference

The person to whom the matter is referred is:

- 5.2.2.1 to be independent of the Landlord and the Tenant;
- 5.2.2.2 to act as an expert and not as an arbitrator;
- 5.2.2.3 to invite written submissions from the Landlord and the Tenant and to give them the opportunity to make written counter-representations commenting on the submissions of the other party; and
- 5.2.2.4 to have the power to determine the responsibility of the Landlord or the Tenant, or either of them, to pay the costs of the reference.

5.2.3 Failure to pay costs of reference

A failure by the Tenant to pay the costs of any reference properly payable by him within 14 days is to amount to a default and the costs due, after that period, are to attract Interest as defined by or in accordance with the terms of the Lease.

6. DURATION OF DEPOSIT ARRANGEMENTS

6.1 Date for closure of the Deposit Account

The Deposit Account must be maintained until whichever is the earlier of the following:

6.1.1 the date on which all the following circumstances have occurred, namely:

- 6.1.1.1 3 months have passed following the end of the Term;
 - 6.1.1.2 the Landlord has been given vacant possession of the Premises;
- and

6.1.1.3 the Landlord has confirmed in writing, such confirmation not to be unreasonably withheld, that he has no claim for breach of any of the terms of the Lease; or

6.1.2 the date on which the Tenant assigns the Lease in accordance with clauses 4.37, 4.38, 4.39 and 4.40 of the Lease or otherwise with the consent of the Landlord to an assignee who on or before the date of the assignment to him has deposited an amount equal to the sum, excluding interest, that ought in accordance with this deed to have been contained in the Deposit Account immediately before that date and who has entered into a deed with the Landlord in the same terms as this deed except that the expression 'Initial Deposit' is to mean the sum so deposited.

6.2 Closure of the Deposit Account

The Deposit Account must be closed on the earlier of the dates mentioned in clauses 6.1.1 and 6.1.2, and, after the Deposit Balance has been applied to satisfy any claims the Landlord may have against the Tenant arising out of default by the Tenant, any balance must be paid to the Tenant within 14 days.

7, CHANGE OF LANDLORD

7.1 Assignment and new covenant

If the Landlord transfers the reversion immediately expectant upon determination of the Term or grants an overriding Lease, the Landlord must:

7.1.1 assign the benefit of this deed to the New Reversioner so that the Landlord's rights under this deed in respect of the Deposit Account endure for the benefit of the New Reversioner;

7.1.2 procure that the New Reversioner, no later than the date of the transfer or the grant of the overriding lease, covenants in a deed with the Tenant to apply the Deposit Balance to the credit of an interest earning deposit account in the name of the New Reversioner and to notify the Tenant of the details of that account;

7.1.3 procure that the New Reversioner, no later than the date of the transfer or the grant of the overriding lease, covenants in a deed with the Tenant to hold the Deposit Balance and all other sums from time to time held by the New Reversioner under this deed in accordance with the terms and conditions of this deed; and

7.1.4 procure that the New Reversioner, no later than the date of the transfer or the grant of the overriding lease, covenants in a deed with the Tenant to observe and perform the obligations of the Landlord under this deed as if the New Reversioner had been named as the Landlord herein

A

Annex B

7.2 Landlord's release

On delivery of the deed or deeds referred to in clauses 7.1.2, 7.1.3 and 7.1.4 to the Tenant, the Landlord shall be released from the terms of this deed and cease to be liable for any failure to comply with its provisions except in respect of any antecedent breach.

8. MISCELLANEOUS

8.1 Liability of the Tenant

The liability of the Tenant or of any guarantor from time to time pursuant to the Lease is not to be limited to the Deposit Balance and the Tenant or any such guarantor is not to be entitled to withhold money or fail to perform any of his obligations under the Lease or under any guarantee provisions because of the existence of the Deposit Balance or this deed

8.2 Rights of the Landlord

The rights of the Landlord under this deed are without limitations to the rights of the Landlord pursuant to the Lease.

8.3 Right of re-entry

The proviso for re-entry contained in the Lease is to be exercisable on breach of any covenant or obligation contained in this deed as well as on the happening of any of the events mentioned in the Lease.

8.4 Exclusion of third party rights

Nothing in this deed is intended to confer any benefit on any person who is not a party to it.

8.5 Notices

The provisions of the Lease as to service of notices are to apply to this deed.

8.6 Severance

8.6.1 Severance of void provisions

Any provision of this deed rendered void by virtue of the Landlord and Tenant (Covenants) Act 1995 Section 25 is to be severed from all remaining provisions and the remaining provisions are to be preserved.

8.6.2 Limitation of provisions

If any provision in this deed extends beyond the limits permitted by the Landlord and Tenant (Covenants) Act 1995 Section 25 that provision is to be varied so as not to extend beyond those limited.

IN WITNESS whereof these presents have been entered into the day and year above witness.

.....
Member

Executed by QUANTUMA LLP

.....
Member

The COMMON SEAL of RINGWOOD
TOWN COUNCIL was hereunto affixed
In the presence of two councillors and
The Town Clerk

Councillor

Councillor

Town Clerk