

HEADS OF AGREEMENT dated 20th March 1986

1. The Parties

1.1 The Parish Council of Affpuddle and Turnerspuddle ("the Parish Council").

1.2

and

Trustees").

1.3 The Trustees of the Bladen Social Club of Briantspuddle Dorset ("the Club").

2. Definitions

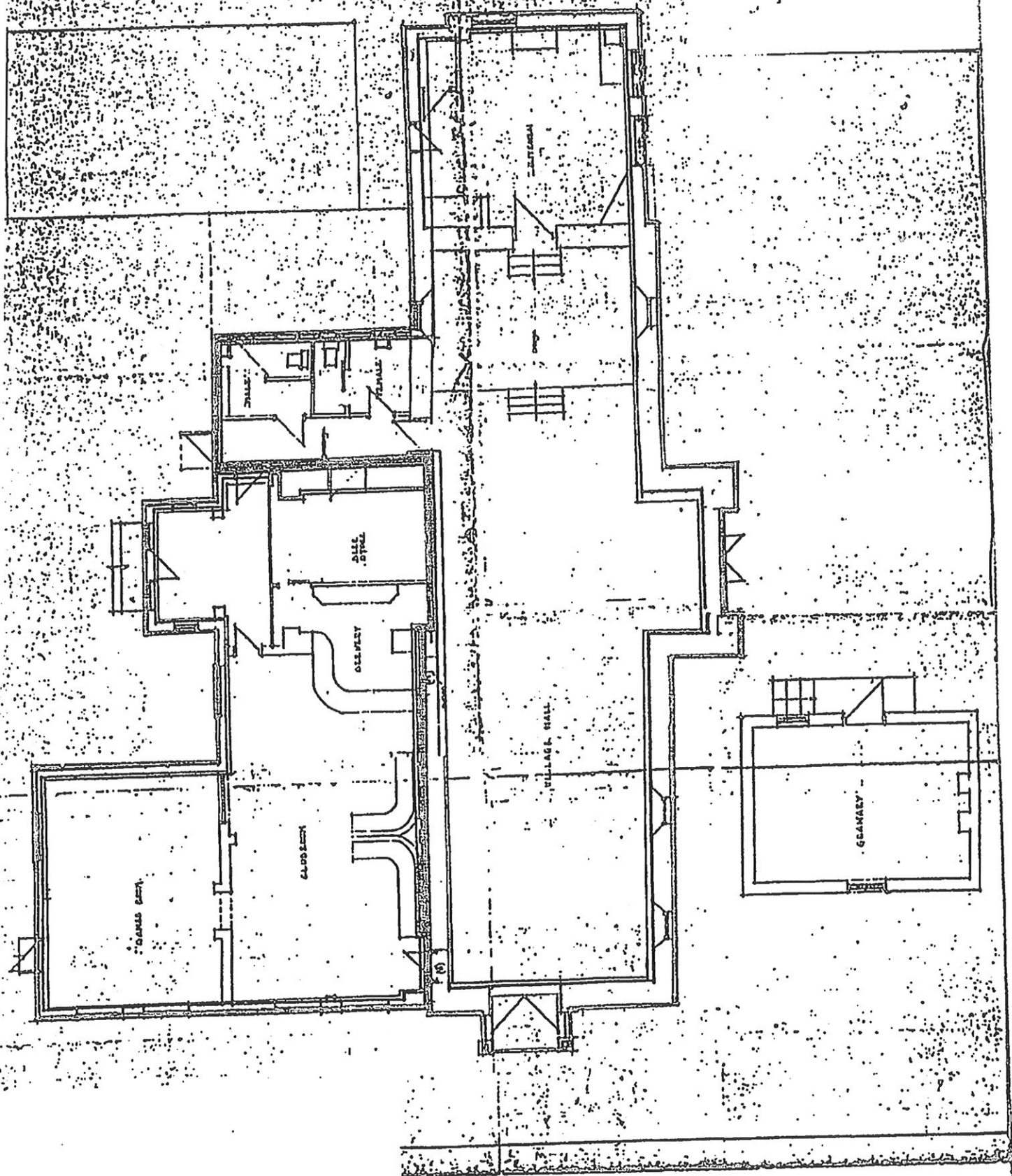
2.1 "The Hall" - the Briantspuddle Village Hall shown edged red on the attached plan.

2.2 "The Club House" - the premises shown edged blue on the attached plan.

2.3 "The toilets" - the toilets marked Male and Female on the attached plan and the passageway leading thereto.

2.4 "The car park" - the car park serving the Hall and Club House.

2.5 "The Lease" - the Lease under which the Trustees hold the Hall from the Parish Council for a term of 50 years from 1st April 1983.



2.6 "The Agreement" - an Agreement dated 23rd June 1982 between the Parish Council and the Club providing for and regulating the Club's use of the Hall, as amended from time to time.

2.7 "The minimum hiring" - the number of hours in each year being not less than 250 when the Hall must be hired by the Club..

3. Recitals

3.1 The Parish Council are owners of the Hall, the Club House, the toilets and the car park ("the premises")

3.2 The Trustees are the Trustees of the Briantspuddle Hall Committee charity number 288210 which committee manages the Hall by virtue of the lease.

3.3 The Club is constituted to provide local recreational, sporting and social activities to which end it has laid out money in building and improving the Club House.

3.4 The Club occupies the Club House and makes use of the Hall, the car park and the toilets.

3.5 The parties wish to record these Heads of Agreement whereby, in consideration of the Club's outlay on the Club House and the undertakings below, the Club's occupation and use as aforesaid is secured and regulated.

4. Licence

4.1 Subject to the Club's undertakings below the Parish Council grants exclusive permission to the Club to occupy and use the Club House for the purposes for which the Club is constituted.

4.2 Again subject to the Club's undertakings below, and with the consent of the Parish Council, the Trustees grant permission to the Club to use the car park and the toilets in common with others similarly entitled.

4.3 The permissions as aforesaid shall endure for the term of the lease less one day subject to the right in the Parish Council and the Trustees to determine the same in the event of irremediable breach of the Club's undertakings or the Club's failure to comply with written notice requiring a remediable breach to be remedied within three months.

4.4 If the Club shall wish to give up occupation and use as aforesaid it shall give to the Parish Council and the Trustees not less than six months notice of its wish so to do on the expiry of which it shall be discharged from future observance of its undertakings but not from liability in respect of any antecedent breach thereof.

5. The Club's Undertakings

5.1 To pay to the Parish Council an annual sum which for the period of ten years from 1st April 1983 shall be £25 and which on every tenth anniversary of that date shall be increased by doubling the amount applicable during the immediately preceding period.

5.2 To make to the Trustees payment for use of the Hall as required by the Agreement, or if the Agreement shall be determined, to hire the Hall for the minimum hiring at the same rate as is from time to time charged to other users of the Hall.

5.3 To pay to the Trustees in respect of the Club's use of the toilets one half the cost of maintaining or improving the same provided such works are agreed in advance (agreement not to be unreasonably withheld).

5.4 To pay all rates taxes and assessments payable by law in respect of the Club House.

5.5 Save as provided in 6.2 below to maintain the Club House in a good and substantial condition of repair and decoration, the style of external decoration to be in keeping with that of the Hall. Without prejudice to the generality of the foregoing the Club shall in any event renew decorations at intervals of not ~~less than ten~~ years.

5.6 Not without the prior consent in writing of the Parish Council make any structural alteration to the Club House.

5.7 To pay to the Trustees a due proportion of the premium for the insurance mentioned in 6.3 below.

5.8 To pay one half of the cost of maintaining and repairing the car park provided such works are agreed in advance (agreement not to be unreasonably withheld).

5.9 To exercise the permissions granted to it solely for the purposes of the Club and in accordance with the Rules of the Club which rules shall not be varied (save as may be required by law or as a condition of the Club's Registration Certificate being renewed) without the consent of the Parish Council.

5.10 For so long as intoxicating liquors are supplied by the Club to comply with the terms of the Club's Registration Certificate granted by the Licencing Justices from time to time.

5.11 Not to cause a nuisance or annoyance to the Parish Council the Trustees or other users of the Hall.

5.12 To accept (in common with other users) that use of Hall is subject to its employment as a polling station for local general and European elections.

6. The Trustees Undertakings

6.1 To allow the Club to use and maintain for the benefit of the Club House gas electricity water and drainage services.

6.2 To keep the thatched roof over the Hall and Club House in good and substantial repair.

6.3 To insure the premises in the full replacement value against fire and other risks as appropriate and to apply the proceeds of such insurance in the prompt repair or reconstruction of the said premises.

7. General

7.1 Any dispute arising between the parties shall be referred to the arbitration of a single arbitrator appointed by agreement or in default of agreement within thirty days of arbitration being sought by the President for the time being of the Dorset Law Society.

7.2 This document does not necessarily represent the entire agreement of the parties and nothing herein shall prevent the parties agreeing supplemental or additional terms from time to time.

.....
to the Parish Council of
Affpuddle and Turnerspudde

.....
For and on behalf of the Trustees
of the Briantspudde Hall
Committee

.....
For and on behalf of the Trustees
of the Bladen Social Club