

**REPORT ON:** Lengthsman  
**WRITTEN BY:** Sarah Weir  
**MEETING DATE:** 4 March 2019  
**AGENDA ITEM:** Amenity 123/18

I have attached the list of outstanding ideas for this financial year so far. Any more ideas? I believe that we have 5hrs 30mins of time left.

<b>Lengthman's projects - 2018/19</b>		<b>NOTES</b>
	<b>New ideas for 2018/19</b>	
1 - completed	Paint the railings in North Warnborough opposite the Mill House.	Completed 5/9/18
2 - completed	Litter clearance, cutting back vegetation etc on FP17 and FP70 (the private road to the DP at the bottom of Dunleys Hill) and the Whitewater estate. OPC's footpath officer is looking into this item.	Completed 22/8/18
3 - Completed	Broad Oak underpass - removal of mud, litter, moss and fallen leaves from the pavement, cutting back of vegetation, removal of graffiti.	Starting 18/7/18. Completed 22/8/18
4 - Completed	FP71 - clearance of vegetation	Completed 22/8/18
5 - problem solved	Footpath between Reyntiens View and Seymour Place - look at the muddy areas and provide a solution.	This needs looking at as not clear where exactly this is
7 - Completed	Spraying and removal of weeds around the stocks in The Bury	Completed 22/8/18
8	Clearance of nettles on the footpath that leads to the cricket club alongside Buryfields school	
9 - Completed	Litter picking along Dunleys Hill where the works have/are taking place	Completed 16/1/19
10 - leave	Installation of the grasscrete on the hill from the recreation ground to the car park (near Leapfrogs) which the play area contractor has agreed to leave on site	Grasscrete wasn't available on last visit. Grass create has now been stolen.
11 - Completed	Pruning of vegetation/trees at Priors Corner between the crossing and the bus stop	Completed 16/1/19
12 - Completed	Weed clearance on the path at Dunleys Hills between The Priory and the first house	Completed 16/1/19
13	Removal of weeds around the whole area in front of the Church in the Bury	
14	Basic clearance of footpath 71	
15	Clearance of leaves and debris around the stocks and flower beds in The Bury and off the single yellow line markings at Palace Gate	
	<b>Last years list to be confirmed if actioned by Lengthsman</b>	
1 - Completed	Clean the pathway from Western Road down to North Warnborough	Completed 18/7/18
7	Weed clearance from footpaths. Often the weeds appear to have been sprayed and are dead but are just left to rot over time. The High Street in particular suffers from this.	

**REPORT ON:** Boundary between Mildmay Court and the cemetery

**WRITTEN BY:** Sarah Weir

**MEETING DATE:** 4 March 2019

**AGENDA ITEM:** Amenity 124/18

The approved letter at the previous meeting was posted to all residents at Mildmay Court on 5 February and emailed to the Chairman of the Association on 6 February. The Chairman emailed a letter dated 12/2/19 to you all and myself and hand delivered a hard copy to the office.

The cost to remove the fence and gate erected on OPC's land was £200 and it was removed on 19 February 2019. The contractor advised that the Police were called, but did not attend and that the removal of the fence was filmed. He was advised that the fence would be going back up, but in line with their back fence. It has been suggested that the Mildmay Court management association are invoiced for the removal of the fence as it was installed in the incorrect place. The committee needs to consider this and vote.

I have been advised that a single post has been installed again on OPC's land with a "Private No Access" sign on.



To prevent any further errors, OPC may wish to seek quotes to install a simple post and wire fence to determine the correct boundary?

**REPORT ON:** Lease with Odiham Tennis Club  
**WRITTEN BY:** Sarah Weir  
**MEETING DATE:** 4 March 2019  
**AGENDA ITEM:** Amenity 125/18

The tennis club have advised on 2 February that the terms of the lease were discussed at their EGM in November, following which all members of the club were consulted. The Lawn Tennis Association were also consulted and confirmed that they should not enter into a lease unless certain clauses were reworded. The club have advised that over 60 members said that the lease should not be signed on those terms.

In an email dated 9 Feb, the club advised that over 205 members of the community are unhappy with certain clauses. They would like to negotiate a handful of clauses in a commercial and reasonable manner. The primary concerns are set out below, with comments in red from OPC's solicitor, who the Chairman of the tennis club contacted directly: -

- (a) In clause **19.6** we suggest the following wording:

The Landlord and Tenant agree that members of the community shall be entitled to use one of the courts on an equal basis with members, but excluding periods when the court is being used for membership events, such as but not limited to coaching, tournaments and social sessions".

If the Council is happy with the proposed wording change to 19.6, I have no argument with it.

Note – if this is changed as suggested there is no mention of hours and times to be agreed for public use and perhaps gives OTT more use than currently due to interpretation of the wording.

- (b) **Clause 21** could easily be redrafted for the benefit of both parties, and split into two sub clauses, eg: **21.1** – The tenant shall not assign or underlet or part with possession of the Property without first obtaining the Landlord's consent, not to be unreasonably withheld or delayed, and **21.2** Without reference to the Landlord, the Tenant may from time to time hire out the Property for charitable, religious or educational purposes, and to its own members, local residents, local clubs and groups, for not more than a 12 hour period in any one case and explicitly without creating any form of Landlord and Tenant relationship.

Please see my amendments to clause 21 on the attached draft.

Note – OPC needs to consider how this new clause will affect public use of the court.

- (c) Can I please remind you that the Club paid for the floodlights at considerable expense and they should therefore remain in our ownership and referred to (if necessary) as a Tenant's fixture. **Schedule 1** of the Lease, which describes the Property, therefore requires slight amendment. We would of course continue to maintain, repair and even replace, under the terms of the Lease.

Once again the Tennis Club needs to be reminded that once chattels have become fixed to the property then unless they are easily removable without damage they become part of the landlord's reversion. I am not sure what the position is with regard to the lamp standards but if they are concerned about this then I suggest that they are explicitly referred to as removable on termination of the Lease.

There have recently been further changes to the Lease by yourselves with regard to insurance (Clause 18) which was noticed by us in your meeting papers accompanying your meeting on 3<sup>rd</sup> December 2018, where the clause had been altered substantially. These concerns are highlighted in the written advice from the LTA attached below.

Dear Pam

Following on from Bens email I have had a look at the clauses and can advise as follows;

18.1 – acceptable apart from the last line (and such risks as the landlord from time to time considers appropriate). This is far to open to agree too as the landlord could request any type of cover.

18.2 – again the last line is not acceptable (escalation of all costs between the date of destruction and the date of reinstatement). The wording all costs leaves you open to any and all charges.

18.3 – We can't issue the policy in joint names, but can note the landlord as an interested party and owners. This normally is sufficient in the event of a claim and the landlord will be contacted to be part of the process.

18.4 – is acceptable

18.5 - This one is subjective as I am assuming that the landlord has advised you of the sums insured why should you be responsible for any shortfall or underinsurance.

18.6 - This relates to not having correct insurance in force and is a standard clause, however if this remains in the contract I would advise the club to take out a directors and Officers policy which covers the liability of the individual committee member for any errors.

18.7 - The policy terms are based on reinstatement so there would never be a cash settlement, but as the owner the landlord would be entitled to any payment that might be made under a compromise agreement. However I cannot see how this could happen unless the land is no longer in existence.

I hope this helps and if you wish to discuss further just give me a call.

Best Regards

*Graham Nevett*

With regard to the insurance (clause 18) I have the following comments:-

18.1 – Please see my amendment to the attached draft.

18.2 – Since the Tennis Club will be providing the insurance policy it is a matter for them to ensure that the reinstatement value covers these points.

18.3 – This is noted. Please see my amendment to this sub clause in the attached draft.

18.5 – Noted. However, since the Tennis Club is providing the insurance and for insuring to the full reinstatement value this is a matter for them to cover themselves.

18.6 – Noted.

18.7 – Noted. However, if reinstatement was not possible for whatever reason then there would need to be an apportionment of the insured sum between the parties.

I do not believe that any of their points are particularly contentious and those that need adjustment I have referred to above and made amendments where appropriate.

I have tried to be as reasonable as possible in order to get this over the line.

The revised draft is attached.

Date

20189

**ODIHAM PARISH COUNCIL (1)  
as Trustee of Odiham Sports Centre Trust**

**ODIHAM TENNIS CLUB LTD (2)**

---

**LEASE**

---

**Odiham Tennis Club  
Buryfields Odiham Hampshire RG29 1NE**

Bates Solicitors Limited

67 Fleet Road  
Fleet  
Hampshire  
GU51 3PJ

[www.batessolicitors.co.uk](http://www.batessolicitors.co.uk)



<b>LR1. Date of Lease</b>	<b>2018<del>9</del></b>
<b>LR2. Title Number(s)</b>	<p><b>LR2.1 Landlord's Title Number(s)</b>  <i>Title No(s) out of which this lease is granted. Leave blank if not registered</i></p> <p><b>LR2.2 Other Title Number(s)</b>  <i>Existing title number(s) against which entries of matters referred to in LR9, LR10, and LR13 are to be made</i></p>
<p><b>LR3. Parties to this Lease</b>  <i>Give full names, addresses and company's registered number, if any, of each of the parties. For Scottish companies use an SC prefix and for limited liability partnerships use an OC prefix for foreign companies give territory in which incorporated.</i></p>	<p><b>Landlord</b>  ODIHAM PARISH COUNCIL of The Bridewell, The Bury, Odiham, Hook, Hampshire RG29 1NB as Trustee of Odiham Sports Centre Trust</p> <p><b>Tenant</b>  ODIHAM TENNIS CLUB LTD, Company Number [ ] whose registered office is at 31 Manley James Close, Odiham, Hampshire RG29 1AP</p> <p><b>Other Parties</b>  none</p>
<p><b>LR4. Property</b>  <i>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</i></p>	<p><b>In case of a conflict between this clause and the remainder of this lease then, for the purposes registration, this clause shall prevail.</b>  See Schedule 1 of this Lease</p>
<p><b>LR5. Prescribed statements etc</b></p> <p><i>In LR5.2 omit or delete those Acts which do not apply to this lease</i></p>	<p><b>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</b></p> <p><b>LR5.2 This lease is made under, or by reference to, provisions of:</b>  <del>Leasehold Reform Act 1967</del>  <del>Housing Act 1985</del>  <del>Housing Act 1988</del>  <del>Housing Act 1996</del></p>
<b>LR6. Term for which the Property is leased</b>	The term as specified in this Lease in paragraph 1 ( <i>Definitions</i> )

<p><i>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</i></p>	
<p><b>LR7. Premium</b></p>	<p>none</p>
<p><b>LR8. Prohibitions or restrictions on disposing of this Lease</b></p>	<p>This lease contains a provision that prohibits or restricts dispositions.</p>
<p><b>LR9. Rights of acquisition etc</b>  <i>Insert the relevant provisions in the sub-clauses or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions</i></p>	<p><b>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:</b>  none</p> <p><b>LR9.2 Tenant's covenant to (or offer to) surrender this Lease:</b>  none</p> <p><b>LR9.3 Landlord's contractual rights to acquire this Lease:</b>  none</p>
<p><b>LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property.</b>  <i>Insert the relevant provisions in the sub-clauses or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions</i></p>	<p>none</p>
<p><b>LR11. Easements</b></p>	<p><b>LR11.1 Easements granted by this lease for the Benefit of the Property:</b>  As set out in Schedule 1 of this lease</p> <p><b>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property:</b>  As set out in Schedule 3 of this lease</p> <p><b>LR12.</b></p>
<p><b>LR12. Estate rent charge</b></p>	<p>None</p>

<b>burdening the Property</b>	
<p><b>LR13. Application for standard form of restriction</b>  <i>Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction use this clause to apply for each of them, tell us who is applying against which title and set out the full text of the restriction you are applying for. Standard forms of restriction are set out in Schedule 4 to the Land Registration Act 2002</i></p>	N/A
<p><b>LR14. Declaration of trust where there is more than one person comprising the Tenant</b>  <i>If the Tenant is one person, delete all the alternative statements</i></p> <p><i>If the Tenant is more than one person, complete this clause by deleting all inapplicable statements</i></p>	<p><del>The Tenant is more than one person. They are to hold the Property on trust for themselves as joint tenants.</del></p> <p><b>OR</b></p> <p><del>The Tenant is more than one person. They are to hold the Property on trust.</del></p>

## Lease of land to unincorporated association

### *Date and parties*

THIS LEASE is made on (date) 2018 between ODIHAM PARISH COUNCIL of The Bridewell, The Bury, Odiham, Hook, Hampshire RG29 1NB as Trustee of Odiham Sports Centre Trust ('**Landlord**') and ODIHAM TENNIS CLUB LTD, incorporated and registered in England and Wales with company number [ ] whose registered office is at 31 Manley James Close, Odiham, Hook, Hampshire RG29 1AP. ('**Tenant**').

### **Part 1: Introduction**

#### *Definitions*

1 In this lease the following terms shall have the following meanings unless the context otherwise requires:

#### 'Access Track'

means the track coloured brown on the Plan

#### 'Commencement Date'

The date hereof

#### 'Legal Obligation'

means any present or future statute, statutory instrument or bylaw, or any present or future regulation, order, direction, code of practice or requirement of any statutory, public, local or other competent jurisdiction insofar as it relates to the Property or to its occupation or use irrespective of the person on whom the obligation is imposed.

#### 'Payment Dates'

means every 1<sup>st</sup> April.

#### 'Permitted Use'

means the use of the Property for the normal activities of a tennis club and ancillary purposes.

#### 'Plan'

means the plan annexed hereto

#### 'Property'

means the property described in schedule 1 and where the context so permits or requires any part of it.

#### 'Rate of Interest'

means an annual rate equal to 4% plus the base rate from time to time in force of Barclays Bank plc or (if the base rate ceases to exist) such other rate of interest as is most closely comparable to the Rate of Interest to be agreed between the parties or in default of agreement to be determined by the Landlord's surveyor from time to time acting as an expert and not as an arbitrator.

**'Rent'**

means the annual rent of £5.00 (Five pounds) during the Term and proportionately for a shorter period.

**'Rights Granted'**

means the rights described in schedule 2.

**'Rights Reserved'**

means the Landlord's rights described in schedule 3.

**'Service Channels'**

means all conducting media for the passage of drainage, water, electricity, telecommunications and other services including all conduits, cisterns, pipes, wires, cables, sewers, drains, mains ducts, gutters, watercourses and channels.

**'Schedule of Condition'**

Means the schedule signed by the parties annexed to this lease and marked "Schedule of Condition"

**'Term'**

means 25 (twenty-five) years from and including the Commencement Date and any period holding over or extension or continuation of the term whether by statute or common law.

'clause' and 'schedule'

mean respectively clauses or schedules in this lease.

*Interpretation*

2.1 Except where the context renders it absurd or impossible every reference to any party to this Lease shall include his or her successors in title and personal representatives, by and against whom this agreement shall be enforceable as if they had been originally named as parties.

2.2 In this Lease:

- words expressed in any gender shall where the context so requires or permits include any other gender;
- words importing persons shall include bodies corporate and partnerships and other incorporated bodies and vice versa;
- words expressed in the singular shall where the context so requires or permits include the plural; and
- where any party is more than one person:
- that party's obligations in this Lease shall take effect as joint and several obligations;

- anything in this Lease which applies to that party shall apply to all of those persons collectively and each of them separately;
- the benefits contained in this Lease in favour of that party shall take effect as conferred in favour of all of those persons collectively and each of them separately; and
- the receipt of the survivor of joint holders of this Lease shall be a good discharge to the Landlord.

2.3 The headings to clauses are inserted for ease of reference only and shall not affect the construction of this Lease.

2.4 References in this Lease to anything which any party is required to do or not to do shall include their acts, defaults and omissions, whether:

- direct or indirect;
- on his own account; or
- for or through any other person; and
- those which he permits or suffers to be done or not done by any other person.

2.5 The effect of all obligations affecting the Tenant under this Lease is cumulative and no obligation shall be limited or modified by any other of those obligations unless there is in this Lease an express limitation or modification.

## **Part 2: Grant to Tenant**

### *Letting*

4 The Landlord lets and the Tenant takes the Property subject to the Rights Reserved and with the Rights Granted at the Rent and on the terms set out in this lease.

### *Commencement and notice for termination*

5 This tenancy starts on the Commencement Date and will remain in force for the Term

### *Quiet enjoyment*

6 The Landlord agrees that if the Tenant pays the Rent and other money payable under this agreement and complies with all their obligations under it they may quietly hold and enjoy the Property during the Term without any interruption or disturbance by the Landlord or any person claiming under or in trust for them.

## **Part 3: Landlord's rights**

### *Landlord's access to property*

7 The Tenant shall give the Landlord, or anyone authorised by them in writing, access to the Property on reasonable notice and at reasonable times during the day (except in emergencies) for the purposes of:

- ascertaining whether the Tenant is complying with the covenants and conditions on its part contained in this agreement lease;
- doing works which the Landlord is required or permitted to do under this agreement lease;
- complying with any statutory obligation;
- affixing to the Property a notice that it is to be let or sold;

- viewing the Property as a prospective buyer or mortgagee or, during the last six months of the Term only, as a prospective tenant;
- valuing the Property; or
- inspecting, cleaning, decorating, maintaining or repairing neighbouring property, or any Service Channels serving neighbouring property.

subject to the conditions that the person exercising the rights:

- causes as little damage to the Property and inconvenience and obstruction as possible; and
- makes good or compensates the Tenant in full for any damage to the Property caused by doing so.

#### **Part 4: Rent and other financial provisions**

##### *Rent*

8 The Tenant shall pay to the Landlord the rent of £5.00 (Five pounds) in advance and without deduction every Payment Date.

##### *Tenant to pay outgoing*s

9 The Tenant shall pay all charges (including rentals) for all water, gas, electricity, telecommunications, non-domestic rates and other services supplied to or used at the Property during their occupation of the Property and compensate the Landlord in full on demand for any liability for them.

10 The Tenant shall pay all reasonable and proper costs (including solicitor's and surveyor's charges and disbursements) properly incurred by the Landlord in connection with:

- any application for any approval or consent pursuant to the covenants contained in this ~~agreement lease~~;
- any valuations made for the purposes of this ~~agreement lease~~; and
- any steps or proceedings or the service of any notice under sections 146 or 147 of the Law of Property Act 1925 whether or not any right of re-entry or forfeiture has been waived by the Landlord or avoided otherwise than by relief granted by the Court.
- the recovery or attempted recovery of arrears of Rent or of any other amounts payable by the Tenant under this ~~agreement lease~~.

##### *Abatement of rent*

11 If the Property or access to it is destroyed or damaged (except as a result of any act or default of the Tenant) so as to render it unfit for occupation the Landlord shall allow to the Tenant an abatement of the Rent proportionate to the extent of the destruction or damage:

- until it is made fit for occupation; or
- for a period of two years

whichever is the earlier

##### *Interest*

12 If any money payable by the Tenant to the Landlord under this Lease is not paid within fourteen days of the due date, the Tenant shall pay to the Landlord interest on it (after as well as before any demand for payment or judgment):

- on demand;
- at the Rate of interest;
- from the due date until it is paid in full; and
- if not paid on demand compounded quarterly on every 31 March, 30 June, 30 September and 31 December.

### Part 5: Structure and maintenance

#### *Not add to or alter property*

14 The Tenant shall not make alterations or additions to the Property or to land outside the perimeter fence without first obtaining the Landlord's written consent.

#### *Maintain whole property*

15 The Tenant shall keep the Property in good and tenable repair ~~in accordance with a Schedule of works to be submitted to and agreed with the Landlord. except that the Tenant shall not be required to put the Property into any better state of repair or condition than it was in at the date of this lease as evidenced by the Schedule of Condition.~~

#### *Access Track*

16 The Tenant will maintain and repair the Access Track jointly with the occupiers of the adjoining Bowls Club ~~contributing 50% of the cost of such works (the Landlord hereby consents to the Access Track being resurfaced with tarmacadam).~~

#### *Rubbish*

17 The Tenant shall keep the Property free from all rubbish and litter and make proper arrangements for the disposal and removal of all rubbish and litter.

### Part 6: Insurance

#### *Tenant to insure*

~~18.1 The Tenant shall obtain Public liability cover for not less than £5,000,000~~

~~18.2 The Tenant shall pay all premiums and make any other payments necessary to effect and maintain the policy or policies within seven days after they become due and produce a copy of the same and the receipt for each such payment to the Landlord on demand and following any renewal of the policy or policies.~~

~~18.1 The Tenant shall insure the Property and keep it insured against the risk of loss or damage by~~

Formatted: Font: 11 pt

~~fire, lightning, explosion, aircraft (including articles dropped from aircraft), riot, civil commotion,~~

Formatted: Font: 11 pt

~~malicious persons, earthquake, storm, tempest, flood, terrorism, bursting or overflowing of water~~

Formatted: Font: 11 pt

~~pipes and other apparatus and impact by road vehicles public liability cover of not less than~~

Formatted: Font: 11 pt

~~£5,000,000 and such other risks for its full reinstatement value in accordance with clause 18.2.~~

Formatted: Font: 11 pt

Formatted: Font: 11 pt

18.2 The amount of the insurance shall be the full cost of completely reinstating the Property and shall include:

- architects' and surveyors' and all other professional fees;
- two years' rent;
- the cost of demolition and site clearance; and
- escalation of all costs between the date of destruction or damage and the date of reinstatement.

Formatted: Font: Not Bold

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: List Paragraph, Bulleted + Level: 1 + Aligned at: 1 cm + Indent at: 1.63 cm

Formatted: Font: 11 pt

18.3 The policy or policies shall be placed with an insurance company or with underwriters approved by the Landlord and the Tenant will procure that the Landlord's interest is noted thereon either specifically or generally.

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt

18.4 The Tenant shall pay all premiums and make any other payments necessary to effect and maintain the policy or policies within seven days after they become due and forward a copy of the same and the receipt for each such payment to the Landlord on demand and following any renewal of the policy or policies.

Formatted: Font: 11 pt

Formatted: Indent: Left: 0 cm, First line: 0 cm

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt

18.5 The Tenant shall apply all money received from the insurers of any policies of insurance effected under clause 18.1 in reinstating the Property as soon as is practicable (making up any deficiency out of his own moneys), if:

- there is any loss or damage against which the Tenant has covenanted to effect insurance; and
- the lease is not terminated under any provision in it for termination on the Property becoming unfit for use because of destruction or damage.

Formatted: Font: 11 pt

18.6 The Tenant shall pay to the Landlord on demand an amount equal to all moneys which the Tenant is unable to recover from his insurer and all losses charges costs and expenses incurred as a result of:

Formatted: Font: Not Bold

Formatted: Font: 11 pt

- any act, default or omission of the Tenant or anyone at the Property with its express or implied authority; or
- the imposition by the insurer or the reasonable acceptance by the Tenant of an obligation to bear part of an insured loss (commonly called an excess).

18.7 If the rebuilding or reinstatement of the Property or any part of it proves impossible or

Formatted: Font: 11 pt

impracticable any money received under the policy or policies of insurance effected under clause

Formatted: Font: 11 pt

18.1 shall be divided between Landlord and Tenant in the proportions which the value of their

Formatted: Font: 11 pt

respective interests in the Property bear to one another at the time of the event giving rise to its

Formatted: Font: 11 pt

payment such proportions to be determined in the event of dispute under the provisions of the

Formatted: Font: 11 pt

Arbitration Act 1996 (or any statutory modification or re-enactment of it for the time being in force)

Formatted: Font: 11 pt

by a single arbitrator to be appointed by agreement between Landlord and Tenant or in default of

Formatted: Font: 11 pt

agreement by the President for the time being of the Royal Institution of Chartered Surveyors

Formatted: Font: 11 pt

making the appointment at the request of either party.

Formatted: Font: 11 pt

Formatted: Font: 11 pt

## **Part 7: Use and occupation**

### *Use*

19.1 The Tenant shall not use the Property except for the Permitted Use.

19.2 The Tenant shall not use the Property for:

- any offensive, noisy, dangerous, illegal, immoral or improper purposes;
- keeping live birds or animals; and

19.3 shall not (save with the consent in writing of the Landlord) use the Property for:

- public meeting; or
- any sale by public auction.

19.4 The Tenant shall not reside at or sleep on the Property.

19.5 The Tenant shall use its reasonable endeavours not to allow the Access Track to be obstructed or used for parking so that it is kept clear at all times.

~~19.6 The Tenant shall dedicate one Court at the Property for public access at times and numbers of hours to be agreed by the Landlord. All fees to be agreed by the Landlord and used as a contribution to repairs and maintenance. The Landlord and Tenant agree that members of the community shall be entitled to use one of the courts on an equal basis with members, but excluding periods when the court is being used for membership events, such as but not limited to coaching, tournaments and social sessions.~~

19.7 The Tenant will report the receipts generated from public access annually on each anniversary of the Term.

### *No nuisance by the Tenant*

20 The Tenant shall not do anything on the property which is or might be a nuisance or annoyance to the Landlord or their tenants or the owners or occupiers of any adjoining or neighbouring property.

### *No underletting or assignment*

21.1 The Tenant shall not assign, underlet or otherwise share or part with possession of the Property except (after first obtaining the Landlord's written consent not to be unreasonably withheld or delayed):

- ~~— on an assignment to one or more new Tenant of the Club; or~~
- ~~- that the Tenant may from time to time let or hire out the building on it for a charitable, religious or educational purpose and to its own members and to local residents, clubs and groups for not more than 48 hours in any one case.~~

21.2 Without reference to the Landlord the Tenant may from time to time hire out the Property for charitable, religious or educational purposes and to its own members, local residents, clubs and groups for not more than 12 hours at any one time PROVIDED THAT no relationship of landlord and tenant is created.

*Notice of dealing*

22. Within one month after:

22.1 every assignment, change in the Constitution of the Club or other devolution of the Property, the Tenant shall:

- give written notice of it to the Landlord;
- produce to them the original or a certified copy of the document effecting or evidencing the change or devolution; and

22.2 every AGM produce a copy of the minutes to the Landlord

**Part 8: Compliance with authorities**

*Compliance with law*

23 For the purpose of their use of the Property the Tenant shall at their own expense:

- obtain all necessary consents from every competent authority;
- comply with all relevant statutes and regulations and requirements of every competent authority;
- on demand by any relevant authority discontinue their use of the Property and remove from it anything which the authority requires to be moved;
- produce to the Landlord on demand evidence of their compliance with this clause; and
- compensate the Landlord in full on demand for all liability resulting from any failure by the Tenant to comply with any obligation under this clause.

*No planning application without Landlord's consent*

24 The Tenant shall not make any application for planning permission in respect of the Property without first obtaining the Landlord's written consent and (if the Landlord attaches any conditions to the consent) not to apply for any planning permission except in accordance with those conditions.

*Work directed by authority*

25.1 If the Tenant becomes aware of any Legal Obligation it shall:

- notify the Landlord of it;
- comply with it; and

- compensate the Landlord in full on demand for any liability for it.

25.2 The Tenant shall not be under any obligation to the Landlord under this clause to comply with any Legal Obligation if the Landlord has:

- requested them in writing not to comply with it; and
- agreed to compensate them in full on demand for any liability for any failure to comply with it.

#### *Evidence of Tenant's compliance*

26 The Tenant shall on demand produce to the Landlord or as it directs all certificates, plans, documents and other evidence as the Landlord requires in order to satisfy itself that the Tenant has complied with clause 25.

### **Part 9: Termination**

#### *Yield up*

27 At the end of the Term the Tenant shall return the Property to the Landlord in the state and condition in which this agreement lease requires the Tenant to keep it.

#### *Re-entry*

28. This agreement lease comes to an end if the Landlord forfeits it by entering any part of the Property, which they are entitled to do whenever:

- 28.1 any payment of the Rent is thirty days overdue, even if it was not formally demanded;
- 28.2 if the Tenant cease to occupy the Property;

28.3 the Tenant have not complied with any of the terms in this agreement lease;

28.4 If any steps are taken for the dissolution of the Club other than the voluntary winding up solely for the purpose of amalgamation or reconstruction of a solvent company, or to alter its objects.

### **Part 11: Administrative and miscellaneous**

#### *Transmission of notices*

29 The Tenant shall immediately send to the Landlord a copy of any notice received by them affecting or likely to affect the Property.

#### *Service of notices*

30.1 Any notice given under this deed lease shall be in writing and may be served:

- personally;
- by registered or recorded delivery mail; or
- by any other means which any party specifies by notice to the others.

30.2 Each party's address for the service of notice shall be their above mentioned address or such other address as they specify by notice to the others.

30.3 A notice shall be deemed to have been served:

- if it was served in person, at the time of service; and

- if it was served by post, 48 hours after it was posted.

30.4 No notices may be served by email or facsimile transmission.

*No agreement for lease*

31 The Landlord and the Tenant certify that there is no agreement for lease to which this lease gives effect.

*Schedule 1 - The Property*

**ALL THAT** piece or parcel of land more particularly shown edged red on the Plan together with the pavilion, the perimeter fence, flood lights (including the area one metre square around each light standard) erected thereon or some part thereof and known as Odiham Tennis Club

*Schedule 2 - Rights Granted*

The right (in common with the Landlord and all other persons having similar rights) for purposes connected with the use of the Property under this lease:

- to use the Access Track leading from the Property to Buryfields and shown coloured brown on the Plan for pedestrian access, those vehicles dropping off disabled club members, tennis players, or visitors with a disability, and service vehicles only;
- to connect to and use the Service Channels in, under or passing through the Landlord's neighbouring property; and
- to enter the Landlord's neighbouring property for the purpose of inspecting, cleaning, decorating, maintaining or repairing the Property and the Service Channels serving it.
- to enter upon the Access Track jointly with the occupier of the adjoining Bowls Club, or anyone authorised by them, in order to maintain the track under clause 16.

This right of entry is given on the condition that the persons exercising it cause as little damage to any adjoining and neighbouring land and inconvenience and obstruction as practicable and make good or compensate the Landlord and /or any owners or occupiers of any adjoining or neighbouring land in full for all damage caused in the exercise of such right.

*Schedule 3 - Rights Reserved*

The right for the Landlord and all others having similar rights:

- to enter the Property for the purposes of exercising his rights under clause 28;
- to connect to use, maintain, renew, alter and replace all Service Channels in, under or on the Property now or in the future.

~~Signed as a deed by ODIHAM PARISH COUNCIL~~

Signed as a deed by

---

on behalf of ODIHAM PARISH COUNCIL

in the presence of:

---

Witness Signature

Name

Address

Occupation

Signed as a deed by

---

on behalf of ODIHAM PARISH COUNCIL

in the presence of:

---

Witness Signature

Name

Address

Occupation

Signed as a deed by ODIHAM

TENNIS CLUB LTD acting by

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

a directors

in the presence of:

\_\_\_\_\_

Witness Signature

Name

Address

Occupation

**REPORT ON:** Cemetery maintenance quotes

**WRITTEN BY:** Sarah Weir

**MEETING DATE:** 4 March 2019

**AGENDA ITEM:** Amenity 126/18

The current contract for the maintenance of the cemetery ends on 31 March 2019. We have received quotes from 4 contractors to maintain the cemetery for the next 2 years with an option to extend that for a further year. All contractors were sent a map of the cemetery, a proposed table of cuts and an outline of what is required. This has been interpreted by the contractors and a summary of their quotes are enclosed.

Also attached is the draft contract that the committee need to approve.

Over the years there has been quite a lot of concern expressed by residents over the standard of maintenance at the cemetery. Last year we actually received compliments. The standard that we have got used to is due to the understanding of the work by the current contractor after numerous meetings and emails with office staff. It would be a shame if the high standard were to change.

The budget for 2019/20 is £13,000.

Quotes received for consideration 4/3/19

	Quote 1	Quote 2	Quote 3	Quote 4
Area A	1056	1000	389.6	760
B	1760	1040	974	1100
C	1584	1395	1095.75	1170
D	4752	1395	3506.4	5625
Perimeter hedges	176	1940	779.2	400
Cottage	405	216	535.7	540
Rose Garden			267.85	
Weed control	440		535.7	
Euonymus hedges - as required	30		97.4	
Box/laurel hedges - as required	75		584.4	
War Graves paths	396			
War graves			535.7	
<b>TOTAL</b>	<b>10674</b>	<b>6986</b>	<b>9301.7</b>	<b>9595</b>

Quote 3 - Only quoted to cut inside of perimeter hedges in lawn cemetery

**This contract ("the Contract") is made this xx day xxxxx 2019.**

**Between**

**(1) Odiham Parish Council ("the Client"), of The Bridewell, The Bury, Odiham, Hants, RG29 1NB and**

**(2) ("the contractor")**

**INTERPRETATION**

1. "The Contract" Shall mean this Contract incorporating these conditions, signed on behalf of both parties.
- "the Services" Shall mean the services specified in the schedule of works as amended from time to time and attached to the Contract.

The headings of paragraphs shall not be deemed to form part of the conditions of the Contract but are for purposes of interpretation.

**PERIOD OF CONTRACT**

2. This Contract commences on the 1 April 2019 and unless terminated on notice in accordance with clause 15 shall terminate on 31 March 2021. There may however be an option to extend the contract for a further year.

**DELIVERY AND QUALITY OF THE SERVICES**

3. (a) The Services to be supplied under the Contract are to be performed with due care, skill and diligence and in accordance in all respects with the schedule of works.
- (b) The Service Provider warrants that the quality of Services to be supplied under the Contract complies in all respects with all relevant requirements of any Statute, Statutory Rule or Order, or other instrument having the force of law which may be in force at the time when the Services are supplied.

**SERVICES STANDARDS SPECIFICATIONS**

4. (a) All Services shall be in accordance with the appropriate specification or code of practice of the appropriate professional authority if there is a specification or code current for the Services at all times during the Contract.
- (b) The Service Provider will be required to comply with the requirements of relevant legislation including but not limited to the Prevention of Corruption Acts, Race Relations Act, Sex Discrimination Act, Disability Discrimination Act, Special Educational Needs and Disability Act, Health and Safety at Work Act, and any subsequent re-enactments or amendments at any time when the Services are being supplied.

### **FAILURE TO PROVIDE THE SERVICES**

5. In case of failure by the Service Provider to deliver the Services in accordance with the Contract, the Client may require the Service Provider to take such steps as are necessary to remedy the failure or breach within a reasonable period (to be determined by the Client) and if the Service Provider fails to comply with such notice then the Client shall implement the Dispute Resolution as detailed in clause 13.

### **CONFIRMATION OF PROVISION OF SERVICES**

6. On each occasion when any parts(s) of the Services are completed the Service Provider must deliver to the client on the day the works are completed a works ticket detailing the work done that day or notification via email. The works ticket / email shall include details of any scheduled works not carried out, with the reason why and confirmation as to when they will be carried out.

### **CONTRACT PRICE AND PAYMENT**

7. (a) The Client agrees to, subject to the Service Provider complying with its obligations in accordance with these terms and conditions pay the Service Provider the amounts set out in the schedule of works within a period of 30 days from receipt of a valid invoice for that part of the Services completed during the preceding month.  
  
(b) No invoice will be paid unless the works ticket relating to such works was delivered in accordance with clause 6.

### **NO TRANSFER OF THE CONTRACT WITHOUT CONSENT**

8. The Contract, or any part, share or interest in it, is not to be transferred, assigned or sub-let by the Service Provider directly or indirectly, to any person or persons whomsoever, without the written consent of the Client, which shall not be unreasonably withheld.

### **INDEMNITY OF CLIENT AND INSURANCE**

9. The minimum liability insurance limits to be maintained by the Service Provider shall be for not less than £10 million each for Public Liability and for Employers Liability. These policies shall be available for inspection by the Client.

### **CONFIDENTIALITY**

10. The Service Provider shall not, without the prior written consent of the Client, divulge the existence of the Contract or disclose any information relating to or contained in the Contract to any third person.

### **SERVICE OF NOTICES**

11. Any notice by one party to the other shall be deemed to be sufficiently served if given or left in writing at the usual or last place of abode or business, and proof of postage in pre-paid letter post of any notice to such parties at its usual or last

place of abode or business, shall be sufficient evidence of its receipt by it.

### **CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999**

12. None of the provisions of the Contract are intended to or will operate to confer any benefit (pursuant to the Contracts (Right of Third Parties) Act 1999) on a person who is not named as a party to a Contract.

### **DISPUTE RESOLUTION**

13. (a) The parties will use their best efforts to negotiate in good faith and settle any dispute that may arise out of or relate to the Contract. If any dispute cannot be settled amicably through ordinary negotiations then it shall in the first instance be referred to the Contract Manager on behalf of the Service Provider and to the Chair of the Amenities Committee of Client for discussion and resolution.
- (b) Each party will use all reasonable endeavours to reach a negotiated resolution to the dispute through the above dispute resolution procedure. If the dispute is not resolved at the meeting of the Contract Manager and the Chair of the Amenities Committee of the Client, the parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure ("the Model Procedure").
- (c) To initiate the mediation, a party must give notice in writing ("ADR notice") to the other party requesting mediation.
- (d) The procedure in the Model Procedure will be amended to take account of:  
(i) any relevant provisions in the Contract  
(ii) any other agreement which the parties may enter into in relation to the conduct of the mediation.
- (e) Nothing in this Clause will restrict at any time while the above dispute resolution procedures are in progress or before or after they are invoked, either party's freedom to commence legal proceedings to preserve any legal right or remedy.

### **VARIATIONS**

14. (a) The Client may request in writing, any variation to the frequency of the schedule of works that may in the Client's opinion be necessary in line with seasonal conditions
- (b) Any variation to the Contract other than the schedule of works shall be in writing and subject to agreement by the parties.

### **TERMINATION**

15. (a) Either party may terminate the Contract by giving three months' notice in writing.

This Contract is signed by and on behalf of the parties:

Signed.....in the capacity of .....

Signed.....in the capacity of .....

For and on behalf of (the contractor).

Signed.....in the capacity of .....

Signed.....in the capacity of .....

For and on behalf of ODIHAM PARISH COUNCIL.

**REPORT ON:** Play areas and open spaces maintenance quotes

**WRITTEN BY:** Sarah Weir

**MEETING DATE:** 4 March 2019

**AGENDA ITEM:** Amenity 127/18

The current contract for the maintenance of the play areas and open spaces ends on 31 March 2019. We have received quotes from 4 contractors to carry out the works for the next 2 years with an option to extend that for a further year. Quote details are attached along with the draft contract that the committee needs to approve.

The budget for 2019/20 is £9,500.

Contractor 3 has charged for picking up litter when the specification said this should be included and not said that removal of the debris is included.

ODIHAM PARISH COUNCIL - CONTRACTOR PRICES APRIL 2019 - MARCH 2020

	Quote 1 per visit	Quote 1 total	Quote 2 per visit	Quote 2 total	Quote 3 per visit	Quote 3 total	Quote 4 per visit	Quote 4 total
<b>DUNLEYS HILL AMENITY AREA</b>								
Strim cut or mow the grassed area.	£35	420	£35	420	24.35	292.2	60	720
Cut and prune all shrubs and other foliage in the whole of the site.	£40	280	£25	175	22.26	155.82	40	280
Remove all debris, green waste and cuttings from the site.	Inc		Inc				Inc	
Pick litter from the site and place in litter bin.	Inc		Inc		15.83	189.96	Inc	
<b>RECREATION GROUND (Recreation Road) including the fenced children's play areas, trim trail and MUGA</b>								
Strim cut or mow all the grassed areas of the site including the area adjacent to the MUGA, the area within the fenced children's play areas, weed killing around the equipment and the base of the fence, strimming around the seats and litter bins.	£135	1620	£67.50	810	73.05	876.6	160	1920
Strim cut or mow up to all of the perimeter hedges including the under storey.	£45	360	£20	160	27.39	219.12	65	520
Remove all debris, green waste and cuttings from the site.	Inc		Inc				Inc	
Clear all litter and remove all weeds and foliage in and around the MUGA (including the pathway and bank at the rear of the courts) and sweep the court removing all debris.	£45	360	£15	120	27.39	219.12	35	280
Apply weed killer around the trim trail as the equipment should not be damaged by strimming.	£30	60	£5	£15	24.35	73.05	20	60
Cut and prune both sides and the top of the hedge adjoining Recreation Road.	£180	360	£345	£690	121.75	243.5	450	900
Pick litter from the site including the play areas and place in litter bin.	Inc		Inc		13.19	158.28	Inc	

SPORTS CENTRE TRUST LAND (Chamberlain Gardens)												
Description of works												
Strim, cut or mow all the grassed areas including the Beacon Field as well as the area around the exterior of the bowling green and the tennis courts (including all areas around the courts) and the grass within the fenced children's play area. Weed kill around the equipment and strimming around the seat and litter bin.	£125	1500	£72	£864	48.7	584.4	200	2400				
Strim, cut or mow up to all of the perimeter hedges including the under storey.	£25	200	£45	£360	24.35	194.8	40	320				
Cut and prune all the perimeter hedges and all hedges within the site including the tops removing the foliage and also cutting back any tree growth into adjoining properties.	£80	320	£210	£840	194.8	779.2	540	2160				
Trim all trees within the site up to shoulder height and notify the council when trees require to be cut back or more extensively pruned.	£90	270	£40	£120	73.05	219.15	95	285				
Remove all debris, green waste and cuttings from the site.	Inc		Inc						inc			
Pick litter from the site and place in litter bin.	Inc		Inc		22.32	267.84			inc			

Description of works												
<b>CHAPEL POND DRIVE PLAY AREA</b>												
Mow the grass and weed kill around the play equipment and along the fence.												
Pick litter from the site and place in litter bin.	Inc	£75	900		£35	£420		24.35	292.2		65	780
Remove all debris, green waste from the site.	Inc				Inc			7.31	87.72		inc	
Trim all overhanging trees in the site.		£45	135		Inc			24.35	73.05		inc	180
<b>BUFTON FIELD PLAY AREA</b>												
Mow and strim the grass and brush the play area.		£35	420		£15	£180		14.61	175.32		60	720
Pick litter from the site and place in litter bin.	Inc				Inc			7.31	87.72		inc	
Remove all debris, green waste from the site.	Inc				Inc						inc	
Trim all greenery around the site, keeping it level with the fence.		£90	180		£90	0		194.8	584.4		70	140
<b>CEMETERY</b>												
Mow the meadow up to the perimeter hedge/fence.		£60	480		£25	£200		73.05	584.4		65	520
<b>PARISH ROOM</b>												
Prune all greenery around the building including the removal of all creepers from the building and wall.		£45	135		£25	£75		97.4	292.2		45	135
Remove all debris, green waste from the site.	Inc				Inc						inc	
<b>ALLOTMENT SITE</b>												
Cut all greenery in the car park area at the front of the site.		£30	240		£20	£160		48.7	389.6		35	280
Mow paths between allotment plots.		£30	240		£45	£360		27.39	219.12		30	240
Cut all greenery between the allotment and perimeter fence, spraying with weed killer if needed.		£135	270		£40	£80		194.8	389.6		60	120
Remove all debris, green waste from the site.	Inc				Inc						inc	
<b>TOTAL</b>			<b>8750</b>			<b>6049</b>			<b>7648.37</b>			<b>12960</b>

**REPORT ON:** Tree works at the cemetery

**WRITTEN BY:** Sarah Weir

**MEETING DATE:** 4 March 2019

**AGENDA ITEM:** Amenity 128/18

After the recent snow fall it was noted that a number of trees have been damaged at the cemetery. The tree surgeon used by OPC has visited, taped off where necessary and provided the following quotes:-

Wellingtonia, cemetery, right side; clear failed branches and carry out remedial work to tidy remainder. Make safe any other damaged material. £630

Corsican pine, cemetery left; remove fallen branch and tidy remaining damaged material including one hanging branch in upper canopy, remove one large pendulous limb on eastern aspect to mitigate risk of failure. £440

Macrocarpa, cemetery left, small damaged branches, remove and tidy remainder. £20

Left in the budget for 2018/19 is £4120 for tree works.

**REPORT ON:** Update on the Peace Garden

**WRITTEN BY:** Sarah Weir

**MEETING DATE:** 4 March 2019

**AGENDA ITEM:** Amenity 129/18

The two WW1 benches are now installed at the Peace Garden as is the tablet over the time capsule. The resolution in December was to spend up to £600 ex VAT, the actual cost was £384.95 ex VAT.

The stonemason is offering Memorial Stone Insurance for an extra £38 for 5 years which covers the tablet against vandalism, storm, theft, impact e.g. by mower, accidental damage, flood, falling trees, subsidence.

The committee needs to decide if this insurance should be purchased.

Also to consider is the watering of the newly planted trees and hedge.

**REPORT ON:** Repairs to the post and rail fence at the Peace Garden

**WRITTEN BY:** Sarah Weir

**MEETING DATE:** 4 March 2019

**AGENDA ITEM:** Amenity 130/18

Part of the post and rail fence at the Peace Garden has been damaged. The quote to repair it is:-

To continue fence to end of gravel and replace damage posts.

To dig out 3 broken posts.

To dig out and concrete in new 4x4 post.

To supply and fit new 3x3 top rail.

To supply and fit 3 new posts and new metal top strap.

Labour and materials.....£175.00

**REPORT ON:** Armed Forces Day

**WRITTEN BY:** Sarah Weir

**MEETING DATE:** 4 March 2019

**AGENDA NO:** Community 122/18

OPC has approved a budget of £1500 for this celebration which includes £1000 to InOdiham for Bands in the Bury. AFD will take place on 29 June 2019. In 2017 we applied for and received a grant from the MOD for £1500 and donations of £400 and £500.

Tankards – Quote for 60 = £294 + del of £23.10 ex VAT.

Scrolls - Quote for 60 A4 scrolls plus 2 copies at A3 = £204 (including amended artwork). The current layout is missing 4 councils in Hart – Church Crookham, Elvetham Heath, Ewshot and Fleet. I think these need adding and consideration as to why we include councils in Basingstoke District (previous scroll attached).

We also purchased 500 hand waving paper flags at £49 ex VAT and various other large flags.

**REPORT ON:** Tree of Lights  
**WRITTEN BY:** Sarah Weir  
**MEETING DATE:** 4 March 2019  
**AGENDA NO:** Community 124/18

OPC has been approached by Hook & Odiham Lions as follows:-

#### **Background to project**

In 1999 my late husband instigated his first Tree of Light in Tavistock, Devon. Tavistock Lions Club had supported the idea and he was left to go ahead and make it possible. With the support of the Parish Council he was permitted to use the Christmas Tree which was on the outside of the Town Hall a perfect location. To date this Tree now 3 Trees has raised in excess of £ 100,000 which has gone to a variety of good causes which benefit the local community

The idea came about as having lost his own father he realised that there was nowhere at Christmas to remember him as his mother and siblings had decided to just have his ashes scattered at Shrewsbury Crematorium something his mother later regretted. Christmas is such a manic commercial time these days that the real reason we celebrate is more often or not forgotten. Likewise we also tend to forget those who are not with us to share that special time and it was for that reason he decided to try and create a Tree of Light. It gives those who have lost a loved one the opportunity to just stand for a moment and gaze at a tree fully lit and remember them.

The intention was not to make the project a 'Fundraising Activity' but a Community Service Event even though it does raise money. However all money raised goes to a Charity or Cause which would benefit the local community and can be decided on between the Parish Council and Lions.

#### **The Set Up**

1. Acquire a Tree already provided for the community
2. Obtain the permission to use the Tree as a 'Tree of Light'
3. Invite the public to 'Sponsor a Light' (not any specific one) in Memory of a Loved One
4. Send each sponsor a card (**see example attached**) and invite them to attend a Dedication Service when the Tree ready for the lights to be turned on.
5. Hold a short Dedication Service – inviting local Clergy and local Brass Band to play **Carols (see attached Service Sheet)**
6. Put a list of all Sponsors close to the Tree along with who they are sponsoring a light in memory of.
7. Lions to provide a Sign showing that it is the Lions Tree of Light.
8. Lions will need to obtain sponsorship to cover their administration costs etc but all money raised by sponsorship will be returned to good causes.
9. Lions will ask local business to support the project by displaying Posters and also holding sponsorship forms for the public to collect (**see attached**)

#### **The Future**

If the project gets the go ahead then this would become an annual event.

#### **Closing remarks**

Having moved to Odiham to be closer to my daughter (ex RAF, son-in-law RAF) I realised that a Tree of Light could be a possibility. Whilst my late husband Glyn a Lion of 30 years was the instigator of

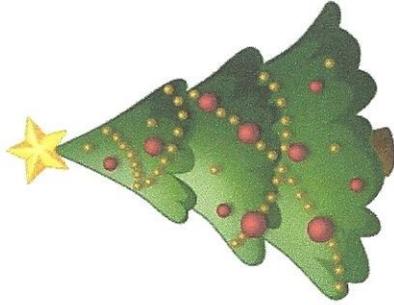
the project twenty years ago I was very much involved and have every confidence of organising a Tree of Light with the support of Hook & Odiham Lions Club if approved. Over the years and having moved away from Tavistock Glyn set up another four Trees in the Swansea Valley with Glantawe Lions Club and his final one for Cheddar Vale Lions Club in Cheddar.

If you have chance take a look at Tavistock Lions Club website and 'Trees of Light'. I hope you will consider this project at your next meeting and I am more than happy to meet with you to discuss any queries you may have.

# CHEDDAR VALE LIONS CLUB



## TREE OF LIGHT



Cheddar Vale Lions Club  
thank all those who have helped bring the  
Tree of Light project to fruition.

Sean & Jacqui—The Bath Arms  
Cheddar Parish Council  
For providing the Tree of Light  
Cheddar Garden Centre for their continued support  
Anne Higgs  
Cheddar Valley Music Club for providing the music.

Rev for officiating

Cheddar Valley Gazette  
Cheddar & Axbridge Paper  
Wedmore News  
Home & Local  
Cheddar Village Diary

All businesses of Cheddar and surrounding villages who have  
taken posters and sponsor forms

Finally to all those who have sponsored a light in memory of a  
loved one we thank you and hope that this Tree will be of some  
comfort to you.

All proceeds will be donated to local community projects  
within the Cheddar Valley

Welcome by  
President Janet Clark  
Cheddar Vale Lions Club

Introduction by Lion  
Cheddar Vale Lions Club

Lighting of the Tree by

DEDICATION SERVICE

Led by  
Rev

## SILENT NIGHT

Silent night! Holy night!  
All is calm, all is bright,  
Round yon virgin and her child,  
Holy infant, so tender and mild,  
Sleep in heavenly peace,  
Sleep in heavenly peace.

Silent night! Holy night!  
Shepherds quail at the sight;  
Glories stream from heaven afar,  
Heavenly hosts sing Alleluia!  
Christ the Saviour is born,  
Christ the Saviour is born.

Silent night! Holy night!  
Son of God, love's pure light;  
Radiant beams Thy holy face  
With the dawn of saving grace,  
Jesus, Lord at Thy birth,  
Jesus, Lord, at Thy birth.

Dedication & Prayers

Time for Reflection

## O COME, ALL YE FAITHFUL

O Come, all ye faithful,  
Joyful and triumphant,  
O come ye, O come ye to Bethlehem;  
Come and behold Him,  
Born the King of Angels:

*O come, let us adore him*  
*O come, let us adore Him,*  
*O come, let us adore Him,*  
*Christ the Lord!*

God of God  
Light of Light,  
Lo! He abhors not the Virgin's womb;  
Very God,  
Begotten, not created:

Sing, choirs of Angels,  
Sing in exultation,  
Sing, all ye citizens of Heaven above:  
'Glory to God  
In the highest':

Blessing

Lions Clubs International  
District 105SW - Cheddar Vale Lions Club



Cheddar Vale Lions Club express their grateful thanks to Cheddar Garden Centre for allowing this project to go ahead.

All proceeds will be used to support projects within the community of the Cheddar Valley.

Cheddar Vale Lions Club has served the communities of the Valley since 1972 and its members are easily recognised by their yellow sweatshirts. Annual events include: Duck Race, Bonfire Night, Chocolate Festival, Christmas Draw, Golf Tournament, all of which raise valuable funds which are used locally.

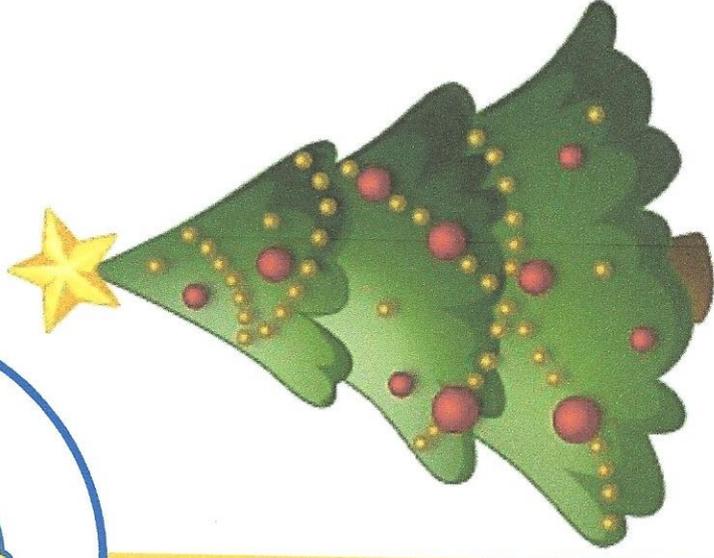
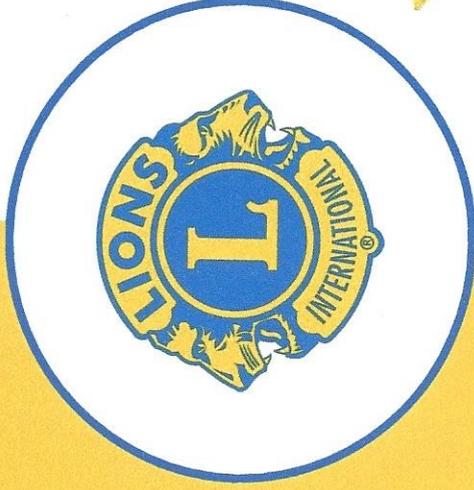
As well as being a local organisation it is part of Lions Clubs International and at time of disasters anywhere in the world is ready to get out there and shake a bucket raising funds.

Visit our websites:

[www.cheddarvalelions.org.uk](http://www.cheddarvalelions.org.uk)  
[lionsclubsinternational.org](http://lionsclubsinternational.org)

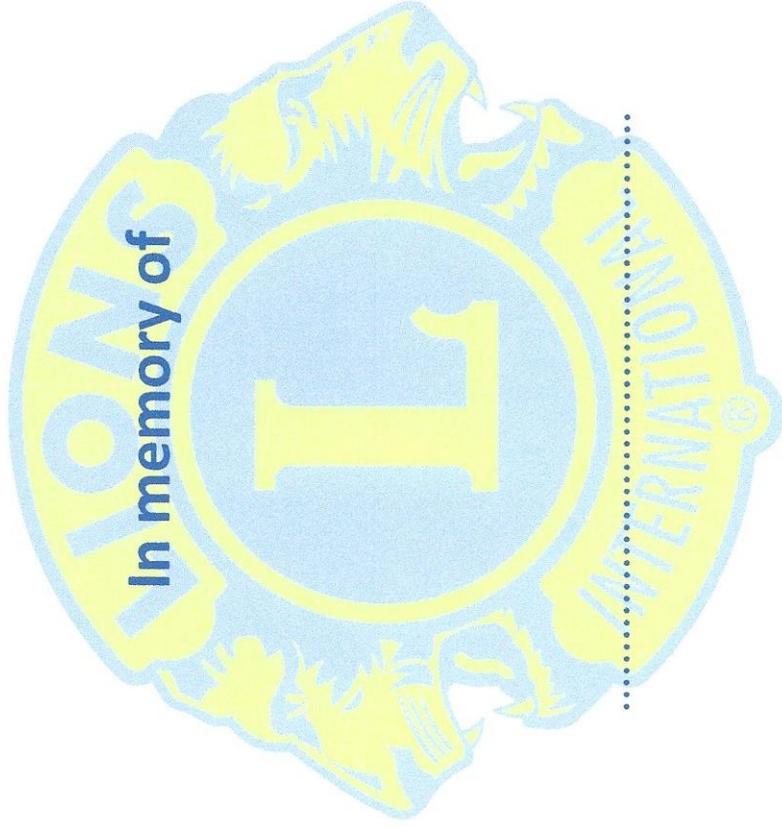
If you feel you would like to know more about Lions and possible membership please contact us either by the website or telephone **0845 833 7402**

# Cheddar Vale Lions Club



# Tree of Light

**Those we love don't go away,  
They walk beside us every day,  
Unseen, unheard, but always near,  
Still loved, still missed, and very dear**



## Lions Clubs International

### District 105SW - Cheddar Vale Lions Club

This year Cheddar Vale Lions Club are moving the 'Tree' into the heart of Cheddar with kind permission of Sean & Jacqui of the Bath Arms and Cheddar Parish Council who provide the Tree for the Bath Arms each year.

The Club express their grateful thanks to Cheddar Garden Centre for continuing to support the Tree of Light and without their enthusiasm three years ago this project would not have got off the ground. All proceeds will be used to support projects within the community of the Cheddar Valley.

Cheddar Vale Lions Club was formed in 1972 and members are easily recognised by their bright yellow sweatshirts etc. Annual events include the Duck Race, Christmas Draw, Tea/Mincepies and Shopping for senior citizens, Jumble Sales, Swimathon, Tree of Light, and Annual Tea Party for Senior Citizens and Storytime with the Lions at the Library. Youth programs include the International Peace Poster Competition for 11-13 yr olds, Young Leaders in Service and our members assist at Cheddar First School listening to children reading.

As well as being a local organisation it is part of Lions Clubs International and at time of disasters anywhere in the world is ready to get out with a bucket raising funds.

Visit our websites:

[www.cheddarvalelions.org.uk](http://www.cheddarvalelions.org.uk)  
[lionsclubsinternational.org](http://lionsclubsinternational.org)

If you feel you would like to know more about becoming a member please contact us either through the website or telephone **0845 833 7402**

## Cheddar Vale Lions Club



**Serving the Communities  
of the  
Cheddar Valley**

[www.cheddarvalelions.org.uk](http://www.cheddarvalelions.org.uk)

## Cheddar Vale Lions Club



## Tree of Light

**CHEDDAR VALE LIONS CLUB**

Christmas is again coming closer and for us all a very busy time of year making plans for the festivities.

For many it is also a sad time as we remember those who are no longer with us including this year a Lion in service and a former Lion. We will remember them for their great service to the Club over many years. Cheddar Vale Lions Club hopes that in some way this Community Project helps you think of those loved ones and gives you that opportunity to reflect on their lives.

You are once again invited to sponsor a light on the 'Tree of Light' and join us around the 'Tree' on Thursday 3rd December at 6.30 pm for the short Dedication Service with Christmas Carols. These will be lead once again by Cheddar Valley Music Club under the direction of Anne Higgs.

**CHEDDAR VALE LIONS CLUB**  
**Tree of Light**  
 (Minimum donation £ 5)



Please complete the form below and return with your donation to  
 Lion Brian Airey, 125 Totterdown Road, Weston super Mare BA23 4LW

<b>YOUR NAME</b>	
<b>ADDRESS</b>	
<b>ADDRESS</b>	
<b>POSTCODE</b>	
<b>TEL:</b>	
<b>E-MAIL:</b>	

**Tree of Light in Memory of**

<b>NAME(S)</b>	

Please make cheque payable to	
Cheddar Vale Lions Club	£
Amount enclosed	

**Gift Aid:** I am a Taxpayer and want Cheddar Vale Lions Club to reclaim the tax on my donation.  
 Please put a cross in the box

Signature

Your name will be kept on computer but will not be passed to any other organisation.  
 Charity Trust No. 1047952