

REPORT ON: Lengthsman
WRITTEN BY: Sarah Weir
MEETING DATE: 3 December 2018
AGENDA ITEM: Amenity 94/18

As requested at the last meeting, OPC has 20.5hrs of works left to be carried out by the Lengthsman for this financial year.

I have attached the list of outstanding ideas for this financial year so far. Any more ideas?

Lengthman's projects - 2018/19			NOTES
		New ideas for 2018/19	
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 Starting 18/7/18. 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.		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	Litter picking along Dunleys Hill where the works have/are taking place		Waiting till contractors have gone. Works can be carried out now.
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	Pruning of vegetation/trees at Priors Corner between the crossing and the bus stop		
12	Weed clearance on the path at Dunleys Hills between The Priory and the first house		
13	Removal of weeds around the whole area in front of the Church in the Bury		
	Last years list to be confirmed if actioned by Lengthsman		
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: Tennis club lease

WRITTEN BY: Sarah Weir

MEETING DATE: 3 December 2018

AGENDA ITEM: Amenity 95/18

It was resolved at the meeting on 1 October to take on board the solicitor's comments and ask him to include them in the lease that would then be presented to the tennis club. Cllr Bell would provide the map of the courts and Cllr Worboys would take the required photos.

The solicitor has now returned the lease, Cllr Worboys has taken the photos and offered to provide the required map.

I have queried the fact that there is no mention of a schedule of works in the lease and that the tennis club requested space for 3 signatures. OPC will need 2 spaces for signatures.

Once this has all been put together, I think the lease and documents are ready to give to the tennis club.

The committee needs to appoint 2 Cllrs to sign the lease on behalf of OPC.

Date

2018

**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

LR1. Date of Lease	2018
LR2. Title Number(s)	<p>LR2.1 Landlord's Title Number(s) <i>Title No(s) out of which this lease is granted. Leave blank if not registered</i></p> <p>LR2.2 Other Title Number(s) <i>Existing title number(s) against which entries of matters referred to in LR9, LR10, and LR13 are to be made</i></p>
<p>LR3. Parties to this Lease <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>Landlord ODIHAM PARISH COUNCIL of The Bridewell, The Bury, Odiham, Hook, Hampshire RG29 1NB as Trustee of Odiham Sports Centre Trust</p> <p>Tenant ODIHAM TENNIS CLUB LTD, Company Number [] whose registered office is at 31 Manley James Close, Odiham, Hampshire RG29 1AP</p> <p>Other Parties none</p>
<p>LR4. Property <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>In case of a conflict between this clause and the remainder of this lease then, for the purposes registration, this clause shall prevail. See Schedule 1 of this Lease</p>
<p>LR5. Prescribed statements etc</p> <p><i>In LR5.2 omit or delete those Acts which do not apply to this lease</i></p>	<p>LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003</p> <p>LR5.2 This lease is made under, or by reference to, provisions of: Leasehold Reform Act 1967 Housing Act 1985 Housing Act 1988 Housing Act 1996</p>
LR6. Term for which the Property is leased	The term as specified in this Lease in paragraph 1 (<i>Definitions</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

LR7. Premium	none
LR8. Prohibitions or restrictions on disposing of this Lease	This lease contains a provision that prohibits or restricts dispositions.
LR9. Rights of acquisition etc <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>	LR9.1 Tenant's contractual rights to renew this Lease, to acquire the reversion or another Lease of the Property, or to acquire an interest in other land: none LR9.2 Tenant's covenant to (or offer to) surrender this Lease: none LR9.3 Landlord's contractual rights to acquire this Lease: none
LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property. <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>	none
LR11. Easements	LR11.1 Easements granted by this lease for the Benefit of the Property: As set out in Schedule 1 of this lease LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property: As set out in Schedule 3 of this lease LR12.
LR12. Estate rent charge	None

burdening the Property	
LR13. Application for standard form of restriction <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>	N/A
LR14. Declaration of trust where there is more than one person comprising the Tenant <i>If the Tenant is one person, delete all the alternative statements</i> <i>If the Tenant is more than one person, complete this clause by deleting all inapplicable statements</i>	The Tenant is more than one person. They are to hold the Property on trust for themselves as joint tenants. OR The Tenant is more than one person. They are to hold the Property on trust.

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 1st 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 outgoings

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

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

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

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

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£5,000,000 and such other risks as the Landlord from

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time to time considers appropriate.

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

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— 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.

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18.3. The policy or policies shall be issued in the joint names of the Landlord and the Tenant by an insurance company or with underwriters approved by the Landlord.

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18.4. The Tenant shall pay all premiums and make any other payments necessary to effect and

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maintain the policy or policies within seven days after they become due and forward a copy of the

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same and the receipt for each such payment to the Landlord on demand and following any renewal

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of the policy or policies.

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18.5. The Tenant shall apply all money received from the insurers of any policies of insurance

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effected under clause 18.1 in reinstating the Property as soon as is practicable (making up any

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deficiency out of his own moneys), if:

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— there is any loss or damage against which the Tenant has covenanted to effect insurance;
and

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— the lease is not terminated under any provision in it for termination on the Property becoming unfit for use because of destruction or damage.

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18.6. The Tenant shall pay to the Landlord on demand an amount equal to all moneys which the

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Tenant is unable to recover from his insurer and all losses charges costs and expenses incurred

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as a result of:

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— any act, default or omission of the Tenant or anyone at the Property with its express or implied authority; or

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— 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

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impracticable any money received under the policy or policies of insurance effected under clause 18.1 shall be divided between Landlord and Tenant in the proportions which the value of their respective interests in the Property bear to one another at the time of the event giving rise to its payment such proportions to be determined in the event of dispute under the provisions of the Arbitration Act 1996 (or any statutory modification or re-enactment of it for the time being in force) by a single arbitrator to be appointed by agreement between Landlord and Tenant or in default of agreement by the President for the time being of the Royal Institution of Chartered Surveyors making the appointment at the request of either party.

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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 cCourt at the Property for public access at times and duration numbers of hours to be agreed by with the Landlord. All fees to be agreed by with the Landlord and used as a contribution to repairs and maintenance.

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 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):

- 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.

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 ODIHAM

TENNIS CLUB LTD acting by

a director

in the presence of:

REPORT ON: Updated Cemetery Rules

WRITTEN BY: Catherine Ryle

MEETING DATE: 3 December 2018

AGENDA ITEM: Amenity – 96/18

Since I have taken over responsibility for cemetery matters, a number of questions have been raised by funeral directors and stone masons regarding the interpretation of the current Cemetery Rules. These include questions about the types and colours of stone permitted for memorials in both the lawn area and in the garden of remembrance.

The burial authority, in this case Odiham Parish Council, may draw up and apply rules for its cemetery which suit the particular local situation provided that legal requirements such as those relating to burials and the issue of exclusive rights are met.

Historic background

I have investigated the background to the lawn cemetery from paperwork going back to 1982. It is quite clear that the intention was for the new area to consist of graves marked solely by a headstone (with integral flower vase) and that no other items were to be placed on the graves. The rules were revised in 2013 to reinforce this intention.

Memorial stones

Regulations for headstones are more detailed than for the tablets in the garden of remembrance. OPC has received a number of requests for the erection of memorials in black granite. This is not permitted under the Cemetery Rules currently in place. There are headstones in the cemetery which are black or very dark stone. Such stones, particularly those with a polished finish, may not be appropriate in the Conservation Area and within the context of a country cemetery such as Odiham's – which is not the same as a municipal 'council' cemetery.

The Executive Officer and I have visited a memorial mason (who does much of the work for local cemeteries) in order to see the range of stone available, types of lettering and other design features. This was a most useful visit.

We understand that granite is now more popular for memorials as the price is more affordable compared to other long-lasting stones. Limestones and other softer stones deteriorate quickly with discoloration starting within 2 years and they cannot be cleaned easily. Such stones can become unsafe. At present the only colour permitted for granite in OPC rules is 'light grey'. Memorial masons have advised that if OPC permitted a darker granite this would be acceptable to many families who currently request black granite. We were told that the Church of England dioceses have generally broadened their recommendations and specify 'nothing darker than Rustenburg'. This stone is equivalent to South African dark grey – a sample is available (colour charts are also available but do not fully replicate the actual colouring). The finish of the stone also affects the final appearance eg it can be honed or polished with polishing generally resulting in a darker effect.

The colouring of sandstone varies depending on the source. The mason advised that 'York stone' could be specified in order to avoid stones which can be very yellow and/or have other colouring streaked through it. Some of the wording specifying materials in the current rules is a bit ambiguous and could be made clearer. For example only two colours of slate: Welsh blue/black and Westmoreland green are available rather than the three on OPC's rules.

Summary of amendments and clarifications

- The amended rules allow a greater range of colour for granite.
- Types and colours of stone are applicable to both headstones and memorial tablets.
- Memorials shall not have a polished finish.
- The depth of tablet in the garden of remembrance has been changed to 4 inches to allow for wedge-shaped tablets as the lettering endures longer on tablets which are not laid flat.
- No illustrations or inscriptions are permitted on the back of a headstone. The stonemason should inscribe the grave number and his contact details on the back of the headstone.
- A small etched illustration of suitable design may be allowed on the front of a headstone only and may be outlined in white
- Clarification of issue of exclusive rights.
- Responsibility of owner of grave for levelling and turfing.



Odiham
Parish Council

CEMETERY RULES

1. Introduction

Background

The following rules have been introduced by Odiham Parish Council (OPC) so that high standards of grounds maintenance and appearance can be maintained. Your cooperation in complying with these rules will be greatly appreciated. No one wishes to see this historic and sensitive site in the Conservation Area spoilt by the introduction of unsuitable or inappropriate headstones or other memorials.

A burial ground is not a private place in which anything and everything is acceptable - it is a place where many people not just the bereaved have a shared interest in its appearance.

Regrettably, headstones and memorials can sometimes create differences of opinion or misunderstanding particularly where relatives are not allowed to erect the type of memorial, or to have carved the inscription they have chosen or to install kerb sets or surrounds. The design proposed perhaps may not only lack aesthetic distinction but may also be unduly sentimental or be inappropriate to a lawn style cemetery for a variety of reasons. The owner of the exclusive rights of burial (Paragraph 5) does not own the grave and does not have the right to do anything to the grave which does not comply with the burial authority's regulations.

- These rules have also been adopted by OPC to ensure the safety and welfare of all visitors, contractors and staff.
- All the rules where relevant, apply to both the interment of remains and ashes.
- These rules apply not only to new memorials but to existing ones for which an alteration is proposed.

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Lawn burial area

Odiham cemetery has a lawn style layout - this means that headstones only are installed and the grass around them is kept turfed and mown.

Consequently only headstones incorporating a maximum of two flower containers are allowed. The planting of shrubs, trees and flowers, including annual plants and bulbs, in the grave space is not permitted and all such plantings shall be removed without notice. The rules regulating these aspects are set out in paragraphs 7 and 8 below.

Cemetery opening times

The cemetery is open to the public daily between 7 am and 8 pm during the months of April to October and 7 am and 4.30 pm during the months of November to March.



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The cemetery will be locked on the first Saturday of every year, in order to preserve the right of private access to the cemetery.

Dogs

No dogs other than assistance dogs are permitted in the cemetery

Amendment of these rules and fees

OPC reserves the right to review or amend these rules and the scale of fees at any time. Fees shall usually be reviewed annually in October. It is the responsibility of the applicant arranging an interment to ensure the current fee list is checked, which will be displayed on OPC's website and on the notice board at the cemetery.

Removal of adjacent memorials

OPC reserves the right to remove adjacent memorials prior to a grave space being excavated.

No work is to be carried out without the prior permission of OPC

No work shall be carried out in the cemetery without the prior permission in writing of OPC. Any stone mason authorised to work in the cemetery, who must be qualified and NAMAM registered, is required to notify OPC in writing in advance before commencing any work.

Vehicles

All vehicles must be parked in the designated area. The open areas of grass in the lawn cemetery must not be used for parking.

Exclusion of liability

OPC does not accept any responsibility for, or liability in respect of, any damage or injury to any person or property arising from any work done in the cemetery, except that arising from work carried out by its own contractors or personnel.

Complaints and requests

Any complaints and requests by members of the public must be made to the parish office and not to any personnel employed at the cemetery.

2. Definitions

Additional inscription - means each subscription after the first.

BRAMM - means the British Register of Accredited Memorial Masons.

Exclusive right of burial - means the exclusive right, granted by deed to the registered

Cemetery January 2013. Updated October 2013, April 2017, July 2017, updated
Nov 2018 2



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grantee to determine who may be interred, such exclusive right being for a limited period as determined by OPC at the time of the grant.

- Grave space - means the area allocated for the creation of a grave.
- Inscription - means a reference on a memorial to the deceased person.
- Memorial - means any authorised headstone with integral vase placed on a grave space or a memorial tablet in the garden of remembrance.
- NAMM - means the National Association of Memorial Masons.

3. Notice of intended interment

Notice of an intended interment shall be given to OPC at least four working days prior to the interment; a variation to this rule shall only be made in exceptional circumstances. This notice must be on the correct form which will be available on OPC's website.

Fees and charges must be paid by the applicant to OPC prior to interment.

The certificate of the Registrar of Deaths or in cases where an inquest has been held the certificate of the coroner must be given to OPC prior to interment.

OPC shall allocate a grave space number and forward this to the applicant together with a plan of the area if required.

Interments must take place between 9.30 am and 3 pm on weekdays only. Interments are not permitted on public holidays.

4. Interment in the lawn cemetery

Interment may only take place in the grave space allocated by OPC.

It shall be the responsibility of the applicant to ensure that the correct grave space is used and in the event of any error the applicant shall remedy such error at their own cost.

Anyone employed (including a grave digger) or retained by the applicant shall be the responsibility of the applicant who shall be liable for any injury or damage caused by such person employed or referred.

No grave space shall be excavated by a person other than one approved by OPC.

All excess grave spoil must be removed from the cemetery within two working days and the grave space left in a tidy condition.

All coffins shall be constructed of bio degradable material.



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The grave space allocated for each interment shall not exceed 2.6_m long by 1.3_m wide (9 ft x 4.6 ft).

Applicants are responsible for engaging gravediggers and for ensuring that they work in a responsible and safe manner and observe all relevant legislation in force at the time of the work.

No person may acquire or reserve a particular grave space in advance.

5. Exclusive right of burial in the lawn cemetery and garden of remembrance

The exclusive right of burial / interment shall be granted by OPC in its sole discretion, to registered electors in the civil parish of Odiham at the time of their death and may be granted to other persons as OPC may decide. Exclusive rights will be issued in one name only.

The formal granting of an exclusive right of burial gives the right to decide who shall be interred in the grave space or space in the garden of remembrance allocated at that time. The tenure is currently for a period of 50 years and after such time OPC reserves the right to re-use the space if the exclusive rights are not renewed. One further interment in the same grave space may be made provided that the depth of the first interment was sufficiently deep and 3 further interments of ashes in the garden of remembrance.

The grantee is not purchasing the grave space / space in the garden of remembrance freehold, but only the right to determine whose remains may be interred in the grave space / garden of remembrance.

6. Maintenance of grave spaces

The holder of exclusive rights is responsible for removing all the flowers and wreaths from the grave space approximately two to three weeks after the interment. The soil within the grave space will naturally settle over time. They shall also inspect for settlement and top up if necessary and shall arrange prior to turfing within 12 months of the burial.

After the grave space has been levelled and turfed it will be mowed by OPC.

Wreaths and floral arrangements must not be left on other grave spaces.

Christmas wreaths and other seasonal tributes may be placed from 1 December and are to be removed by the first day of February in the following year.

Any glassware is an unacceptable hazard which is not permitted and shall be removed.

7. Memorials

Dimensions and location

The headstone must be placed at the head of the grave space precisely aligned with other headstones in that row and also be aligned with the headstone in the row in front. Headstones



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must not be more than 1 metre high by 61 cms wide and 30 cms deep (3ft 3" x 2ft x 1ft).

Installation standards and compliance

All memorials, alterations and inscriptions and their installation are subject to the prior approval of OPC in writing and payment of the required fees. All memorials must be installed in accordance with the current NAMM specification by a stone mason who is a registered member of BRAMM. ~~Only the~~ The name of the stone mason and contact details shall appear with the grave number on the reverse of the headstone. This information shall be contained within a plaque not exceeding 10 cm x 7 cm and shall not contain any wording which may be construed as advertising.

Responsibility

Memorials remain the property and responsibility of those who provided them. OPC cannot accept responsibility for damage or loss from whatever cause.

OPC reserves the right to remove any memorial or part which it considers to be inappropriate or where formal approval has not been given or which is not compliant with the rules currently in force.

Removal without notice if in contravention.

If any memorial or part is erected or installed in contravention of these rules it will be removed by OPC without notice.

8. Shapes and materials

Memorials in the shape of a heart, kerbs whether flush with the ground or protruding above, wire or fencing / railings or other surrounds of any material (including loose chippings) are not permitted under any circumstances and will be removed.

This includes all new installations or additions to an existing grave space. Such items can pose a dangerous trip hazard to visitors with poor sight and reduced mobility. If an adjacent grave space is being opened it is essential that a mechanical digger has unhampered access to the grave (it should be noted that grave digging is no longer done manually) and consequent damage may occur to memorials which have kerb sets or surrounds. Not only is the access to a grave space restricted but maintenance is made more difficult.

Plastic ~~pieces and~~ loose chippings may become embedded in the grass and may not be seen. This could be dangerous when the area is being strimmed and may cause serious injury.

OPC reserves the right to remove anything from a grave space which in its opinion becomes neglected, unsightly, overgrown or encroaches on adjacent grave spaces.



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Only the following types of stone shall be permitted:-

Limestone — Derbyshire (Hopton Wood), French, Hopton, Nabreasinina, Portland, Portuguese, Purbeck and York stone

Slate — Welsh Blue/Black, Westmoreland Green, Light grey

Granite - Light grey Grey, no darker than South African dark grey/Rustenburg

Polished stones are not permitted.

No photographs etched photographs or ceramic portraits of the deceased are permitted. A small etched illustration which may be defined in white of vehicles including cars motor cycles fairground engines or any similar item are may be permitted. nor are No stone, concrete, metal, plaster, or plastic objects such as model people, animals or toys, windmills or jangling trinkets of any material are permitted.

9. Interment of cremated remains

Ashes may be interred in a grave space for which an exclusive right of burial has previously been granted.

All other ashes shall be interred in the new garden of remembrance.

10. The old garden of remembrance rose gardens

This area is no longer available for the interment of ashes.

The only memorial permitted is a tablet set in the flowerbed of the design specified and permitted by OPC.

OPC has provided rose bushes and no other planting or placing of flowers or objects of any description is permitted.

It should be noted that all rules relevant to this area still apply.

11. The new garden of remembrance

The first 100 plots comprise a formal chequered pattern providing a section for a memorial tablet and a similarly sized area for plants. The tablet shall not exceed 18 x 15 x 2 inches and it is to be installed portrait style. The garden part of each plot is for planted flowers or small shrubs but care should be exercised that such flowers or shrubs do not encroach over adjacent plots. Neutral coloured tablets and chippings should be used. Coloured glass pebbles or coloured stones are not permitted, nor can there be any edgings at the sides of the plot.

Plots 101 onwards will consist of only a space for a memorial tablet not exceeding 18 x 15 x 4 inches of the same size as above, which must be set in a portrait orientation facing the long edge of the 10 space areas. The tablet may contain a vase as an integral part of the



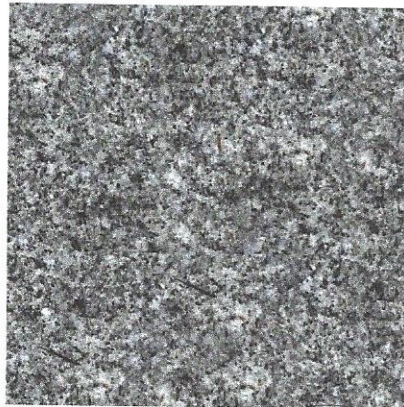
Odiham
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stone. Materials for memorial tablets permitted are as listed under Paragraph 8 for headstones.

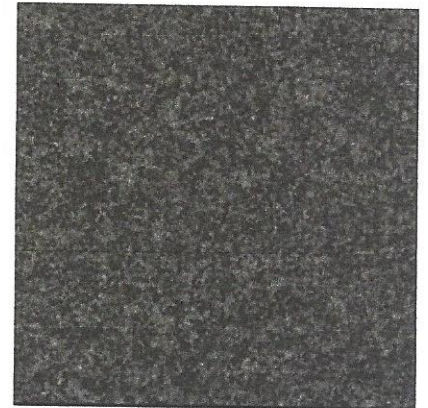
Fresh or silk flowers are permitted in the integral vase. OPC reserves the right to remove any such flowers which become unsightly. The new layout does not include space for any other planting. Full details of all proposed tablets and inscriptions shall be submitted to OPC for prior written approval. Unless such written approval has been given a tablet may not be installed.



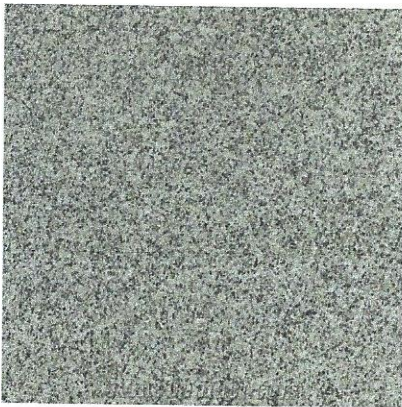
Tarn Grey



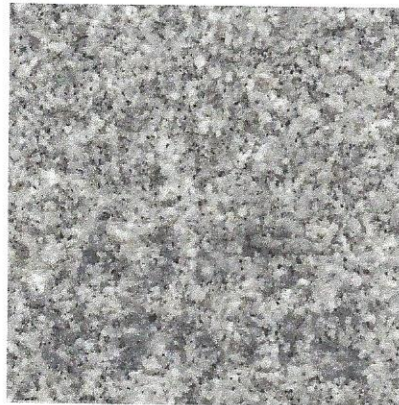
Georgia Grey



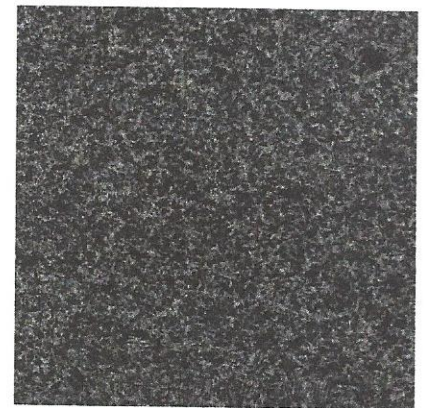
South African Dark Grey



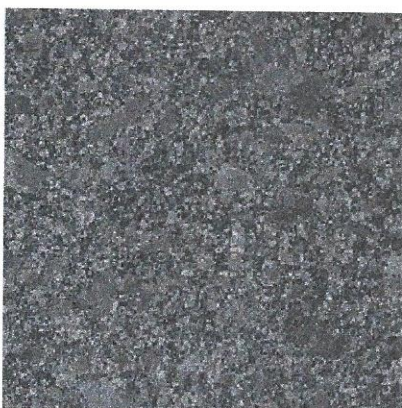
Karin Grey



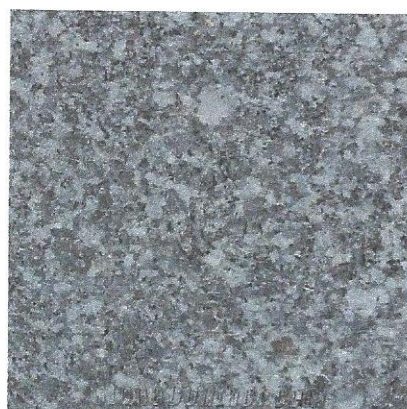
Silver Grey



Flint Grey



Girnar Grey



Glenaby Grey



Regal Grey

REPORT ON: Boundary between Mildmay Court and the Cemetery
WRITTEN BY: Sarah Weir
MEETING DATE: 3 December 2018
AGENDA ITEM: Amenity 97/18

As agreed by the committee at the last meeting, the land surveyor has been sent the correspondence that OPC received from the Chairman of the Mildmay Court Association (MCA) and has been asked to look into the situation further for OPC.

The land surveyor has acknowledged the instructions and will proceed with investigating further the apparent anomaly in title plans as revealed in his recent report and on the cost basis outlined in his email of 14 September.

Just prior to the previous meeting, the committee received correspondence from the Chairman of the MCA. I would like to suggest a response as follows:-

To Mr X

Thank you for your letter received on 4 November 2018. As you are aware the committee agreed at the meeting on 5 November to send the maps that you had enclosed with your letter to the land surveyor to consider. Until the surveyor has had the opportunity to investigate the situation further and report back to OPC, we will refrain from commenting on the points raised in your correspondence except for the following:-

The minutes for agenda item 44/18 say that there had been no update from Cllr Bell who wasn't present at the meeting.

The report from the appointed surveyor was added to the website in the meeting papers for the October meeting. The instruction to the surveyor is attached as requested.

The land surveyor quoted for the work along with other companies and then produced a report of his findings. OPC believes that he is independent. All companies were asked to provide a quote to carry out a survey to confirm if the fence had been erected on OPC's land or not.

REPORT ON: WW1 benches

WRITTEN BY: Sarah Weir

MEETING DATE: 3 December 2018

AGENDA ITEM: Amenity 99/18

OPC budgeted £2000 this financial year for benches and noticeboards. To date we have spent £240. There is also £2746 allocated in reserves for these items.

We are looking at a noticeboard for the allotment site – estimated at £1000 but have no further plans for the budgeted amount.

Below are examples of WW1 benches for the Peace Garden and costs.



WW COMMEMORATIVE

WW1 Bench Seat	1500	£695
WW1 Single Seat	850	£362
WW1 Half Tree Seat		£966
WW1 Litter Bin	90Ltr	£491
WW1 Lectern		£434
WW2 Bench Seat	1500	£695
WW2 Half Tree Bench Seat		£979
WW2 Litter Bin	90Ltr	£504
WW2 Lectern		£446
Lest We Forget Bench Seat	1500	£695
Lest We Forget Half Tree Seat		£966
Lest We Forget Litter Bin	90Ltr	£491
Lest We Forget Lectern		£434
War Horse Bench Seat	1500	£862
Soldiers Bench Seat	1600	£775
Lest We Forget Seat Balmoral	1900	£837
Silent Single Soldier		£395
Silent Single Soldier on Poppy Plinth		£1,145
Soldier Archway	3000	£3,325

ODIHAM PARISH COUNCIL
AMENITY AREAS
BUDGET FOR 2019/20

	FORECAST			BUDGET 2019/20	Reserves	2018/19				2017/18 £	2016/17 £	2015/16 £	2014/15 £	2013/14 £	2012/13 £
	2022/23	2021/22	2020/21			Actual 8 months £	Forecast 4 months £	Projected to y/e £	Budget £						
Fixed costs															
Training and subscriptions			80	80				-	80						
Grounds maintenance														50	-
Chamberlain Gardens		2,000	2,000			1,126	640	1,766		3,706	2,350	1,690	1,989	3,321	1,093
Cemetery		13,000	13,000			10,957	1,406	12,363	2,600	6,805	9,640	8,203	8,572	8,077	2,819
Other amenity areas		7,500	7,500		15,129	3,849	1,340	5,189	7,000	5,617	6,689	5,705	5,297	3,783	8,654
Tree works		3,000	5,000		1,885		880	880	5,000	3,115					
Cemetery		25,500	27,500		17,014	15,932	4,266	20,198	24,600	19,243	18,679	15,598	15,858	15,181	12,566
Rates and water rates		2,100	2,100			1,900	150	2,050	1,800	1,723	1,577	1,683	1,640	1,477	1,431
Electricity		200	150			75	40	115	200	6	156	190	54	186	78
Additional maintenance		500	500		1,543	393	60	453	500	361	451	444	75	182	777
Building maintenance		6,000	6,000		11,445	1,800		1,800	10,000	-	23,846	14,452	3,256	-	825
Chapel Cottage repairs		2,500	2,500			2,034	75	2,109	1,000	3,557	856	1,337	3,434	3,588	322
Estate agency fees		1,500	1,400			833	418	1,251	1,400	774	1,240	1,211	1,173	968	1,134
Amenity areas		12,800	12,650		12,988	7,035	743	7,778	14,900	6,421	28,126	19,317	9,632	6,401	4,567
Broad Oak maintenance		500	500				500	500	500	500	500	500	500	500	678
Commons Ranger		1,000	1,000				1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
War memorial maintenance		-	-		1,546		810	810	2,000	154				-	-
Tree Survey			1,000			495		495	500		995				
Equipment repairs		1,000	1,000		3,869	402		402	1,500	1,559	240	1,316	440	1,260	-
Basingstoke Canal		4,100	4,100			4,036	-	4,036	4,100	4,036	4,036	4,036	4,036	4,036	4,036
Play areas		5,000	6,000		4,871	2,083	7,836	9,919	6,000	7,115	2,539	4,358	3,116	8,644	245
Button Field - downy						82	14,142	14,224		1,540	500	1,056	1,220	5,772	
Benches and noticeboards		2,000	2,000		2,746	240	2,000	2,240	2,000	65	835	1,950	1,954	-	240
Public Toilets		13,600	15,600		13,032	7,338	26,288	33,626	17,600	15,969	10,645	14,216	12,266	21,212	6,199
Power and rates		2,000	1,800			1,527	139	1,666	1,800	1,791	1,632	1,731	5,150	(1,794)	2,061
Cleaning		4,900	4,800			2,340	1,950	4,290	4,800	4,290	4,680	4,680	4,680	4,680	4,680
Maintenance		1,500	1,500		2,092	1,171	1,171	1,000	831	831	747	335	269	91	240
Parish room		8,400	8,100		2,092	5,038	2,089	7,127	7,600	6,912	7,059	6,746	10,099	2,977	6,981
Power and rates		950	800			448	63	511	950	593	683	813	562	494	427
Repairs		500	500		2,280		-	-	500	248	92	740	304	170	-
Caretaking		720	700			440	220	660	700	660	640	600	600	550	600
Tennis Courts		2,170	2,000		2,280	888	283	1,171	2,150	1,501	1,415	2,153	1,466	1,214	1,027
Maintenance					905				500	595	-	-	124	921	-
Rates			140		140	126	750	876	140	122	127	126	123	120	117
Allotments					905	126	750	876	640	717	127	126	247	1,041	117
Water		300	300												
Maintenance		1,447	1,447												
Misc		100	100												
		1,847	1,847												
Bin emptying in all play areas		2,184	2,184												
Total fixed costs		66,581	70,101		48,311	36,357	34,419	70,776	67,570	50,763	66,051	58,156	49,568	48,076	31,457
Projects															
Allotments					3,674	11,749	1,814	13,563		34,357	-	1,752	800	2,192	2,223
Memorial Gardens															
Tennis courts															
Leapfrogs															
Cemetery projects - Memorial testing					1,000										
Dunley's Hill fencing															
Parish Rooms refurb															
Chamberlain Gardens															
Third Tennis Court															
Re-decoration of King St toilets															1,670
Tarmacking of track												2,179			
Revaluation of all buildings					1,000							4,000			
Re-decorating of parish room inside		2,000									855				
Re-decorating of parish room outside		2,085									2,000				
Re-varnishing of parish room floor		1,035									2,085				
Decorating of cottage outside											1,035				
Decorating inside of cottage										2,060					
Asbestos testing of pr, chapel, toilets										2,160					
Replacing carpet on stairs, hall and landing in cottage -										495					
BATHROOM					1,500	1,914		1,914	1,500						
Bins with lids for play areas						285	715	1,000	1,000						
Chapel cottage white goods															
Land Survey Mildmay						395	1,105	1,500							
Staining of stocks and surround		770													
Re-planting of trees					1,000										
Re-furbishment of toilets															
Total project costs		5,890	4,500		3,674	14,343	3,634	17,977	2,500	39,072	5,975	7,931	800	2,192	3,893
Total Budget		72,471	74,601		51,985	50,700	38,053	88,753	70,070	89,835	72,026	66,087	50,368	50,268	35,350
												67,087			
												(1,000)			
												burial fees			
												contra inc			