

LEASE

Relating To

**Right of Access to the former Cameley Rectory
Main Road Temple Cloud Bristol BS39 5DA**

between

**The Right Reverend Father in God Michael
by Divine Permission Lord Bishop of Bath and Wells**

acting in the name of and on behalf of the incumbent of the Benefice of Clutton with Cameley,
Bishop Sutton and Stowey in the Diocese of Bath and Wells
acting in the corporate capacity of the incumbent

AND

**The Parochial Church Council
of the Ecclesiastical Parish of Clutton with Cameley**
in the Diocese of Bath and Wells
and Unitary Authority of Bath and North East Somerset

AND

[TENANT]

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LR1. Date of lease

The day of 2024

LR2. Title number(s)

LR2.1 Landlord's title number(s)

Part ST330984 and Part ST331020

LR2.2 Other title numbers

ST331020

LR3. Parties to this lease

Landlord

- (1) **THE RIGHT REVEREND FATHER IN GOD MICHAEL BY DIVINE PERMISSION LORD BISHOP OF BATH AND WELLS** acting in the name of and on behalf of the incumbent of the Benefice of Clutton with Cameley, Bishop Sutton and Stowey in the Diocese of Bath and Wells acting in the corporate capacity of the incumbent (the **Incumbent**)

Tenant

□

Other parties

THE PAROCHIAL CHURCH COUNCIL OF THE ECCLESIASTICAL PARISH OF CLUTTON WITH CAMELEY in the Diocese of Bath and Wells and Unitary Authority of Bath and North East Somerset (the **Council**).

LR4. Property

In the case of a conflict between this clause and the remainder of this Lease then, for the purposes of registration, this clause shall prevail.

The Right defined in clause 1 over the Accessway which is shaded brown on the Plan (the **Property**).

LR5. Prescribed statements etc

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

BACKGROUND paragraph **Error! Reference source not found..**

LR6. Term for which the Property is leased

The term as specified in this Lease at clause 1.

LR7. Premium

nil

LR8. Prohibitions or restrictions on disposing of this lease

This Lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc

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

□

LR11. Easements

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

The Right as defined in clause 1.

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

The rights reserved set out in **Error! Reference source not found..**

LR12. Estate rentcharge burdening the Property

None.

LR13. Application for standard form of restriction

□

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

[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 for themselves as tenants in common in equal shares.]]

THIS LEASE is made between the parties referred to in clause LR3. and the provisions that follow have effect subject to the provisions contained, and terms used, in clauses to LR 14.

BACKGROUND

- A The Accessway defined in clause 1 of this Lease forms part of the curtilage of the Parish Church of St Barnabas Temple Cloud (the **Church**) in the Diocese of Bath and Wells (the **Diocese**) and Unitary Authority of Bath and North East Somerset and part of the land within the curtilage of the Former Rectory
- B The Church is consecrated, and the freehold interest in the Church is vested in the Incumbent in the corporate capacity of the Incumbent.
- C The Former Rectory is vested in the Incumbent by virtue of their Benefice and includes that part of the Accessway shown coloured pink on the Title plan of Land Registry Title Number ST331020 (the **Pink Land**)
- D The Bishop acting in the name and on behalf of the Incumbent and the Council wish to grant to the Tenant a lease of a right to way over the Accessway to facilitate pedestrian and vehicular access to and from the Former Rectory
- E By a faculty issued by the Consistory Court of the Diocese of Bath and Wells (the **Court**) on the [] day of [] 2024, the Lord Bishop of Bath and Wells was authorised to grant this Lease in the name of and on behalf of the Incumbent pursuant to Section 68 (3) of the Mission and Pastoral Measure 2011 (the **2011 Measure**) in relation to that part of the Accessway that forms part of the curtilage of the Church (the **Church Land**).
- F The Bishop grants this Lease insofar as the same relates to the Pink Land in the name of and on behalf of the Incumbent in exercise of the power contained in section 42(1)(b) of the Church Property Measure 2018 with the consent of the Diocesan Parsonages Board of the Diocese of Bath and Wells.
- G The Council is a party to this Lease in accordance with Section 68(5) of the 2011 Measure and so has the same rights as the Incumbent to enforce any term of this Lease in relation to the Church Land which may be binding on the Tenant, including any rights to forfeit the Lease
- H In consequence of Section 68(9) of the 2011 Measure, the Lease of the Right in relation to the Church Land carries no right of enfranchisement under the Places of Worship (Enfranchisement) Act 1920, does not have the protection of Part II of the Landlord and Tenant Act 1954 and cannot create a farm business tenancy to which the Agricultural Tenancies Act 1995 applies.

- I In consequence of Section 68(7) of the 2011 Measure this Lease may be varied at any time by the Court on the application of any party to this Lease or otherwise as authorised by the Court.

INTERPRETATION

1. In this Lease the following expressions shall have the meanings assigned to them:
 - 1.1 "the Accessway" means the accessway comprising the Church Land and the Pink Land shown shaded orange Plan 1 serving the Church and over which the Right is granted by this lease
 - 1.2 "the Former Rectory" means the former Cameley Rectory, Main Road, Temple Cloud Bristol, BS39 5DA which comprises part of the property registered at the Land Registry with Title Absolute under Title Number ST331020 with the exception of the Pink Land
 - 1.3 "the Church Land" means the land within the curtilage of the Church which comprises part of the Accessway and comprises part of the property registered at the Land Registry with Title Absolute under Title Number ST330984
 - 1.4 "Churchyard" shall mean specifically the churchyard and the curtilage surrounding the Church
 - 1.5 "Conduits" shall mean cables ducts pipes wires and apparatus used in conjunction with them
 - 1.6 "the Pink Land" means the land coloured pink on the Title plan of Land Registry Title Number ST331020 and shown shaded pink on Plan 2 (with the exception of Former Rectory) which is part of the property registered at the Land Registry with Title Absolute under Title Number ST331020 and comprises part of the Accessway
 - 1.7 "Plan" means a plan attached to this Lease and reference to a numbered plan shall be construed accordingly
 - 1.8 "The Right" shall comprise full right and liberty for the Tenant, his successors in title as owners or occupiers for the time being of the Former Rectory, and all persons authorised by him or them, in common with the Incumbent and the Council and their successors and all other persons permitted by them, at all times and for all purposes connected exclusively with the Former Rectory as a single private dwellinghouse but not for any other purpose nor in relation to any other land or property, to pass and repass on foot and with or without private vehicles only to and from the Former Rectory any part of it over and along the Accessway
[?? DBF to confirm whether provision needed to include services beneath Accessway??]
 - 1.9 A reference to this **lease**, except a reference to the date of this lease or to the grant of this lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental or collateral to it.
 - 1.10 The Schedules form part of this lease and shall have effect as if set out in full in the body of this lease. Any reference to **this lease** includes the Schedules.

- 1.11 Unless the context otherwise requires, references to clauses, Schedules and Annexes are to the clauses, Schedules and Annexes of this lease and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.12 Clause, Schedule and paragraph headings shall not affect the interpretation of this lease.
- 1.13 A reference to:
- (a) the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease; and
 - (b) the **Tenant** includes a reference to its successors in title and assigns
- 1.14 In relation to any payment, a reference to a fair proportion is to a fair proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord.
- 1.15 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.16 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.17 Any obligation on the Tenant not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.18 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.19 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.20 Unless expressly provided otherwise in this lease, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.21 Unless expressly provided otherwise in this lease, a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.

THIS DEED provides:

1 Lease

In consideration of the rent and covenants contained in this Deed, the Incumbent grants to the Tenant ALL THAT RIGHT ("the Right") to use the Accessway in the manner set out in this Lease TO HOLD to the Tenant for the term of 999 years from the [] day of [] 2024 YIELDING AND PAYING to the Council the yearly rent of one peppercorn.

2 Covenants by the Tenant

The Tenant covenants with the Incumbent (and as a separate covenant with the Council) as follows:

- 2.1 to pay the rent reserved by this Deed to the Council promptly and without deduction or set off;
- 2.2 to pay all rates and other outgoings attributable to the Tenant's use of the Right;
- 2.3 to pay to the Council on demand **[percentage]**% of the insurance premium attributable to the Church Land that is paid by the Council for insuring the Church against property damage and public liability risks;
- 2.4 Not to use or permit the Right to be used for any illegal or immoral purpose and not in a manner that causes nuisance or annoyance to the minister for the time being conducting or the congregation attending divine service in the Church or in such a way as might prejudice or vitiate any policy of insurance maintained by the Council in respect of the Church or in a manner that causes nuisance;
- 2.5 to use the Right in accordance with the provisions of this Lease and for no other purpose;
- 2.6 ***[Insert other covenants as appropriate, including provision for repair, decoration and maintenance.]***
- 2.7 not to allow or permit the Property to be used by commercial vehicles except light vans for household deliveries or removals;
- 2.8 not to obstruct or cause any obstruction of the Accessway in any manner;
- 2.9 Not to underlet or part with the Right or any part thereof;
- 2.10 Not to assign this Lease to any party other than the freehold owner or owners for the time being of the Former Rectory;
- 2.11 To observe such management arrangements in the exercise of the Right hereby granted as the Council believes acting reasonably to be necessary for the use and security of the Property provided that the Council communicates the same to the Tenant in writing.
- 2.12 To make good all damage caused in the exercise of the Right at the Tenant's cost subject to prior authorisation by Faculty or List B Approval in accordance with Faculty Jurisdiction Rules 2015 (as amended);
- 2.13 to keep the Incumbent and the Council and their successors indemnified from and against all costs, actions, claims and demands that may be awarded, brought or made against the them

arising out of this Lease or anything done or omitted to be done under or in pursuance of this Lease; and

- 2.14 from time to time on demand, to contribute a fair proportion according to user of the costs of maintaining, repairing or renewing the Accessway in a good and sufficient state of repair and condition

3 Covenants by the Incumbent

The Incumbent covenants with the Tenant that on condition that the Tenant pays the rents and performs and observes its covenants, the Tenant shall have quiet enjoyment of the Right in common with all those who are also permitted to use the Accessway.

4 Covenants by the Council

The Council covenants with the Tenant as follows: **[DBF to confirm whether any covenants as appropriate]**.

5 Provisos

- 5.1 The Incumbent and the Council or either of them shall be entitled to determine this Lease and forfeit the Right or any of them in the name of the whole in the event of any unremedied material breach by the Tenant of any of the provisions of this Lease.
- 5.2 Any question relating to the interpretation or enforcement of any term relating to this Lease is to be determined by the Court.
- 5.3 The parties agree that save as provided for under statute no further rights shall be granted or implied other than those contained in this Lease

IN WITNESS this Lease has been executed as a Deed and has been delivered upon its dating.

SIGNED by the SAID
MICHAEL
LORD BISHOP OF
BATH AND WELLS
and SEALED
by his Episcopal Seal
in the presence of:

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

SIGNED SEALED AND DELIVERED
as a DEED by

the Chairman presiding and by

and

two persons attending a meeting of
**THE PAROCHIAL CHURCH COUNCIL
OF THE ECCLESIASTICAL PARISH
OF CLUTTON WITH CAMELEY**
at which resolution
was passed to execute this document
as a deed in the presence of:

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

/ Counterpart

SIGNED as a DEED by

in the presence of:

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

SIGNED as a DEED by

in the presence of:

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____