



DATED

1st October 2014

DEED

relating to

The Community Centre West Wells Lane
Gringley-on-the-Hill Nottinghamshire

between

BASSETLAW DISTRICT COUNCIL

and

GRINGLEY-ON-THE-HILL PARISH COUNCIL

and

ROBERT STEWART HORNE JOHN BARRY TAYLOR ROSEMARY SUSAN
WALLWIN AND DAVID JOHN WOLSTENHOLME BEING THE TRUSTEES
OF GRINGLEY ON THE HILL COMMUNITY CENTRE MANAGEMENT
COMMITTEE (CHARITY COMMISSIONER NUMBER 514154)

Downton Commercial Law Firm
Number One
Railway Court
Ten Pound Walk
Doncaster DN4 5FB
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Downton Commercial Law Firm
(SRA No: 551167)
CERTIFIED AS
A TRUE COPY OF THE ORIGINAL
SIGNED
DATE 3/11/14

THIS DEED is dated [DATE]

1st October 2014

PARTIES

- (1) **BASSETLAW DISTRICT COUNCIL** ("BDC")
- (2) **GRINGLEY-ON-THE-HILL PARISH COUNCIL** ("GPC")
- (3) **ROBERT STEWART HORNE JOHN BARRY TAYLOR ROSEMARY SUSAN WALLWIN and DAVID JOHN WOLSTENHOLME** being the trustees of **GRINGLEY ON THE HILL COMMUNITY CENTRE MANAGEMENT COMMITTEE** (CHARITY COMMISSIONER NUMBER 514154) care of The Old Orchard High Street Gringley on the Hill DN10 4RG ("the Gringley Trust")

BACKGROUND

- (A) The Gringley Trust has by a Transfer of even date made between (1) Miller Homes Limited and (2) the Gringley Trust acquired the Property defined below ("the Transfer").
- (B) The Transfer was by direction of BDC and the consideration was nil.
- (C) As a condition of the direction of BDC, BDC requires the Gringley Trust to agree to the grant of a right to purchase the Property in certain circumstances and on the terms and conditions set out herein.

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions in this clause apply in this contract.

Part 1 Conditions: the conditions in Part 1 of the Standard Commercial Property Conditions (Second Edition) and **Condition** means any one of them.

Part 2 Conditions: the conditions in Part 2 of the Standard Commercial Property Conditions (Second Edition) and **Condition** means any one of them.

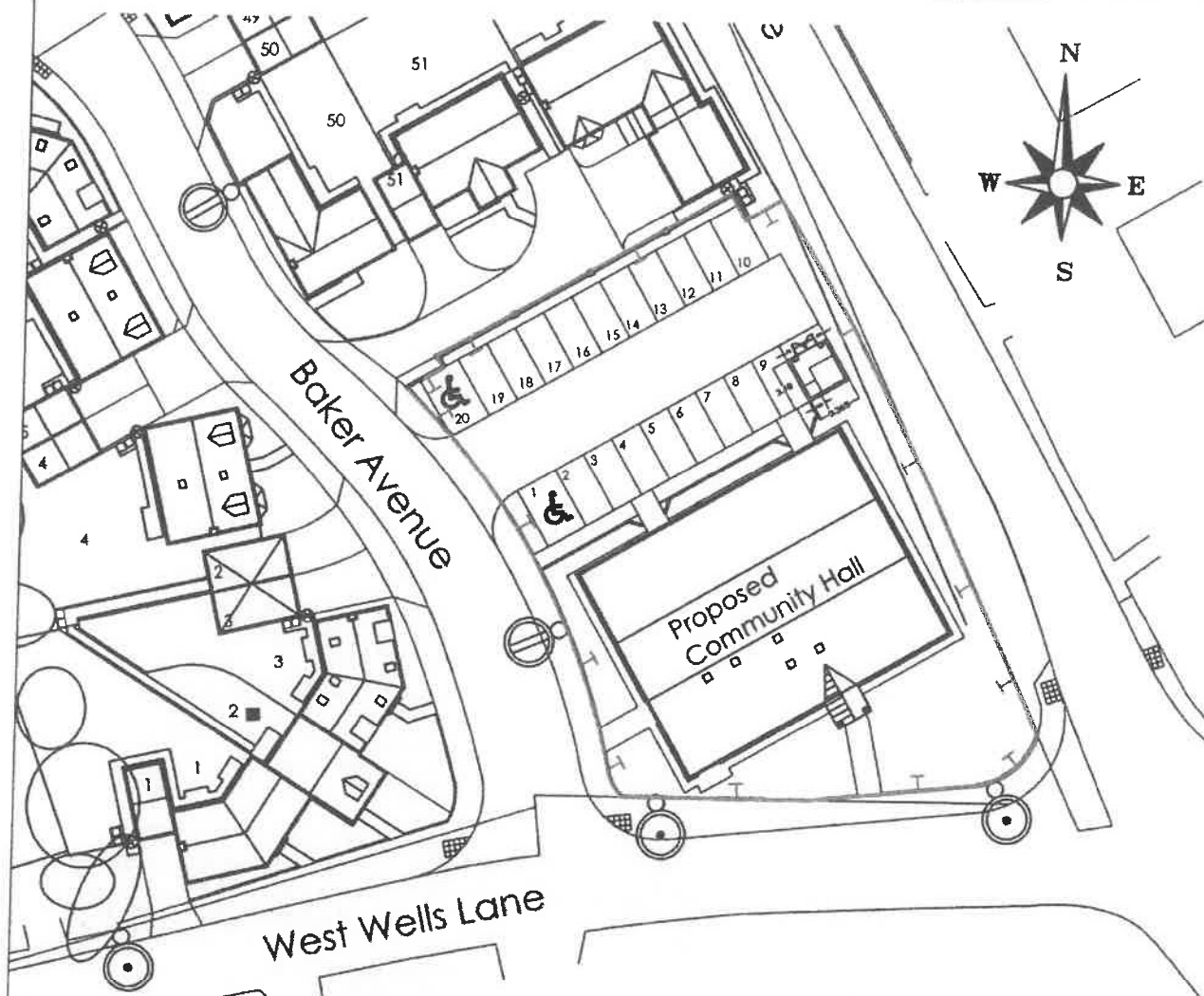
Property: the Community Centre at West Wells Lane Gringley-on-the-Hill Nottinghamshire as shown edged red on the plan attached.

- 1.2 The rules of interpretation in this clause apply in this deed.

- 1.3 A **person** includes a corporate or unincorporated body.

DEED PLAN KEY

	SHARED DRIVEWAYS		MANAGEMENT AREA		SHARED BIN COLLECTION AREA		HOUSING ASSOCIATION		VISITOR PARKING
	SHARED PATHWAYS		SERVICE EASEMENT		DRAINAGE EASEMENT		PLOT BOUNDARY RESPONSIBILITY		ADOPTABLE LIGHTING COLUMN



Rev.	Description	Drawn	Date
1			

Scale	Drawn By	Checked By	Authorised By
1:500	MJD		
	Date 07.03.13	Date	Date

0	10m	20m	30m	40m
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Job No.	Drawing No.	Revision
811076	811076/DEED/CH	-

miller homes

Miller Homes Limited - Yorkshire Region
Lapwing House
Peel Avenue
Calder Park
Wakefield, WF2 7UA

Telephone: 0870 336 4600
Fax: 0870 336 4602
www.millerhomes.co.uk

Project Title

MINSTER VIEW
WEST WELLS LANE
GRINGLEY ON THE HILL

Drawing Title

NEW COMMUNITY HALL
DEED PLAN

- 1.4 Unless otherwise specified, a reference to a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.5 A reference to laws in general is to all local, national and directly applicable supra-national laws in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any sub-ordinate laws for the time being in force made under them and all orders, notices, codes of practice and guidance made under them.
- 1.6 **Writing or written** includes faxes but not e-mail.
- 1.7 Except where a contrary intention appears, a reference to a clause or Schedule is a reference to a clause of or Schedule to this contract.
- 1.8 Clause and Schedule headings do not affect the interpretation of this contract.
2. **RIGHTS TO PURCHASE**
- 2.1 The Gringley Trust grants GPC and BDC the following rights:
- 2.1.1 If the Property ceases permanently to be used or let by the Gringley Trust (or any successor charitable trust established pursuant to the Charities Act 2011 and registered with the Charity Commission having as its objects or part of them the same or similar objects to those of the Gringley Trust ("the Successor")) other than in circumstances where such cessation is as the result of, is linked to or otherwise is connected with, the disposal of the Property to enable or assist in the acquisition of an interest in substitute property the principal purpose of which is for carrying out the objects of the Gringley Trust (or any Successor) then the Gringley Trust or the Successor will be obliged to first offer the Property to the GPC for the sum of £1 and should they decline such offer or not proceed to complete the purchase within two months from the date of such offer then the Gringley Trust or the Successor will be obliged secondly to offer the Property to BDC on the same terms Provided that if BDC decline such offer or not proceed to complete the purchase within two months from the date of such second offer Gringley Trust or the Successor will be free to sell to any third party
- 2.1.2 In the event of any sale to the GPC or BDC pursuant to clause 2.1.1, in addition to the sum of £1, the Parish Council or BDC (as the case may be) as the purchaser will pay such sum as is agreed (or in the absence of agreement as determined by an independent valuer appointed by the President of the time being of the Royal Institution for Chartered Surveyors) for the fixtures

and fittings within the Property the cost of which has been borne by the Gringley Trust or the Successor.

- 2.2 The rights in this clause 2 are personal to GPC and BDC. Neither GPC nor BDC may assign, sublet, share or part with the benefit of this agreement or any part of it.

3. CONDITIONS AND COMPLETION

- 3.1 The Part 1 Conditions will be incorporated into the sale of the Property upon exercise of the right referred to in clause 2 in so far as they apply to a sale by private treaty and relate to a sale of freehold property. The Part 2 Conditions will not be incorporated.
- 3.2 Completion will take place on the date 4 weeks after the date of service of the relevant notice referred to in clause 2.1.1. or within such other timescale as agreed.

4. AGREED NOTICE

Gringley Trust consents to the entry of an agreed notice against its title to the Property at the Land Registry in order to protect the rights set out in clause 2.1 above and shall submit an AN1 to the Land Registry in conjunction with its application to register the Transfer and provide both GPC and BDC with an Official Copy of its title within 30 days of receiving the same back from the Land Registry.

5. ENTIRE AGREEMENT

- 5.1 This deed and the documents annexed to it constitute the entire agreement and understanding of the parties and supersede any previous agreement between them relating to the subject matter of this contract.
- 5.2 Nothing in this clause shall, however, operate to limit or exclude any liability for fraud.

6. NOTICES

- 6.1 Any notice given under this deed must be in writing.
- 6.2 Any notice or document to be given or delivered under this deed must be given by delivering it personally or sending it by pre-paid first class post, or recorded delivery, or fax to the appropriate address set out above.
- 6.3 Any such notice or document will be deemed to have been received:

- (a) if delivered personally, at the time of delivery provided that if delivery occurs before 9.00 am on a working day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a working day, or on a day which is not a working day, the notice will be deemed to have been received at 9.00 am on the next working day.
- (b) in the case of pre-paid first class or recorded delivery post, at 9.00 am on the second working day after posting; and
- (c) in the case of fax, at the time of transmission.

6.4 In proving delivery, it will be sufficient to prove that delivery was made or that the envelope containing the notice or document was properly addressed and posted as a prepaid first class, or recorded delivery letter or registered letter or that the fax message was properly addressed and transmitted, as the case may be.

6.5 A notice or document delivered under this contract shall not be validly given or delivered if sent by e-mail.

6.6 Condition 1.3 does not apply to this contract.

7. RIGHTS OF THIRD PARTIES

A person who is not a party to this deed will not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.

8. GOVERNING LAW AND JURISDICTION

8.1 This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

8.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims).

9. LIMITATION OF LIABILITY

9.1 The parties agree that notwithstanding any provision to the contrary herein the liability of Gringley Trust shall be limited to the net value of the assets held by the Gringley Trust in respect of the Charitable Trust established as the Gringley on the Hill Community Centre Management Committee (Charity Commission Number 514154) ~~at the point in time any claim is made~~ and further it is hereby agreed that none of the trustees of the Gringley Trust shall be liable in damages for or in respect

S. Wounded

of any breach or non-observance of the covenants by the Gringley Trust in this Deed
which shall occur following they have ceased to be a trustee

IN WITNESS whereof the parties hereto have duly executed this Deed the day and year first
before written