

Cinque Port Town of New Romney



Mrs C. Newcombe
Town Clerk

Town Clerk's Office
Town Hall
New Romney
Kent TN28 8BT

Tel: New Romney 01797 362348

Ref: CN/3005

4th August 2025

Dear Councillor,

SUMMONS TO ATTEND A MEETING OF NEW ROMNEY TOWN COUNCIL, TO BE HELD IN THE ASSEMBLY ROOMS, CHURCH APPROACH, NEW ROMNEY, ON MONDAY 11TH AUGUST 2025 AT 6.45PM.

You are hereby summoned to attend the above-mentioned meeting of New Romney Town Council to consider the under-mentioned business.

Yours sincerely,

C. Newcombe

Mrs C Newcombe
Town Clerk

Email: town.clerk@newromney-tc.gov.uk

PLEASE NOTE: *The afore-mentioned meeting will commence at 6.45pm.*

Members of Public are welcome to join this meeting.

Anyone displaying any symptoms of Covid-19 should NOT attend the meeting.

PUBLIC PARTICIPATION AT TOWN COUNCIL MEETINGS

1. Who can participate in a New Romney Town Council meeting?

Members of the Public and Press may attend this Council meeting, except at such times as certain sensitive personal, legal or contractual matters may be considered in private and confidential session, when Members of the Public will be required to leave the meeting.

A maximum of THREE members of public may also participate by submitting a question at a meeting. The question must relate to a matter affecting the parish of New Romney and/or its residents. Each submission must last no longer than 3 minutes in total.

Any such question should be delivered to the Council by way of a written statement submitted by email by midday on the day of the Council meeting - to be read out during the meeting. The question submitted should be mindful of the 3 minute speaking time available. The reading of the question will allow for any mid-sentence delivery to be completed before being stopped at the three minute deadline. If any Member of Public does not have access to email, a question can be submitted by email by a representative on their behalf.

Any such questions should be emailed to: town.clerk@newromney-tc.gov.uk by midday on the day of the Council meeting.

2. How and when do I have to let the council know that I want to participate?

You will need to give written notice (via email or post) that you would like to participate by 3pm on the **Wednesday** before the meeting, providing your name and contact details and a summary of what your question subject will be. No late notifications can be accepted.

3. What happens if more than three local residents want to participate by submitting questions to the Council?

The system will operate on the basis of “first come, first served” as identified by the Clerk. You will be notified as soon as possible after your ‘notification of wish to participate’ has been received as to whether or not you will be able to participate (by reading out your submission).

4. What will happen at the Council meeting?

Your question will be read aloud during the agenda item: Public Questions. If it is possible for the Chairman to provide a response to your question at the meeting, he/she will do so. If it is not possible to provide a response at that time, a response will be provided in writing – usually within 28 days of the meeting taking place.

Agendas and reports for meetings will be available at least 3 working days and usually 7 weekdays before the date of the meeting on the Town Council website. Any supplementary sheets will be available the day before the meeting and can be viewed at www.newromney-tc.gov.uk

THE LAWS OF LIBEL AND SLANDER

- These laws are very strict.
- If, in public, you say something about a person that is not true, even if you believe it to be true, you may be sued and have to pay compensation. Therefore, you need to be very careful about any criticism you wish to make of people in any written submission.
- Councillors are able to speak more freely and bluntly while in Council or Committee meetings than members of the public.
- You, as a member of the public, do not have the same protection.

**FULL COUNCIL MEETING
MONDAY 11TH AUGUST 2025 AT 6.45PM**

PRAYERS led by the Mayor's Chaplain

AGENDA

- 1. APOLOGIES:**
To receive and note the apologies of councillors unable to attend.
- 2. DISPENSATION TO PARTICIPATE:**
To receive and note any applications granted by the Town Clerk, on behalf of the Town Council, for dispensation to participate in Meetings of New Romney Town Council.
- 3. DECLARATIONS OF INTEREST:**
Councillors to declare any Disclosable Pecuniary Interests or Other Significant or Personal Interests they may have in items on the agenda this evening.
- 4. REPORT OF THE KENT COUNTY COUNCILLOR:**
To receive the report of the County Councillor for Romney Marsh (who is requested to provide a written copy of the report ahead of the meeting for publication within the electronic meeting agenda).
- 5. REPORTS OF FOLKESTONE & HYTHE DISTRICT COUNCILLORS (Encs*):**
To receive the reports of the District Councillors for New Romney's Town and Coast Wards (who are each requested to provide a written copy of the relevant report ahead of the meeting for publication within the electronic meeting agenda).
- 6. ADJOURNMENT OF MEETING:**
To consider formal adjournment of the meeting of the Council for a maximum period of fifteen minutes to allow for an allocated public session.
- 7. PUBLIC QUESTIONS:**
Members of the public may put questions to the Chairman of the Council for a period of fifteen minutes regarding matters to do with the town of New Romney and its coastal areas of Littlestone and Greatstone, including items on the agenda. Any Councillors who have declared an "Other Significant Interest" in matters to be

discussed at this meeting will also have the opportunity to speak within the session set aside for public participation, in accordance with the Town Council's Code of Conduct Item 5(3)(b), which reads as follows:

“ Where you have an Other Significant Interest in any business of the Authority, you may... make representations, answer questions or give evidence relating to the business, provided that the public are also allowed to attend the meeting for the same purpose.”

8. RE-CONVENING OF MEETING:

To formally re-convene the meeting of the Council.

9. MINUTES (Encs*):

To approve the minutes of the **Full Council Meeting** held on **14th July 2025** (Attached hereto*).

10. MAYOR'S REPORT AND COMMUNICATIONS:

To receive and note the report of the Mayor:

- (i) Mayor's Civic Function List.
- (ii) Any Communications received by or for the Mayor

11. TOWN CLERK'S REPORT (Encs*):

To receive and note the report of the Town Clerk (Attached hereto*).

12. STANDING ORDER No.14:

The Mayor to consider any questions raised by Councillors about any business of the Council other than such business as has been listed specifically within the agenda, of which proper notice has been given (three working days minimum).

13. STANDING COMMITTEES (Encs*):

To receive and note the minutes of the following Standing Committee meetings and resolutions detailed therein and to ratify any recommendations also detailed therein, if required:

(i) Planning & Environment Committee

Meeting held on 16th July 2025 (Attached hereto*)

(ii) Finance & General Purposes Committee :

Meeting held on 30th July 2025 (Attached hereto*)

14. RFO'S FINANCIAL REPORTS FOR 2025-26 (Encs*):

To consider final payments and receipts and bank reconciliations for May 2025, if available. (Attached hereto*)

15. COUNCIL REPRESENTATIVES' REPORTS:

To receive and note any **written reports of Representatives on Outside Bodies**, and from Councillors who have attended other meetings or fixtures on behalf of New Romney Town Council since the last ordinary meeting of the Council, if available.

16. CAPITAL PROJECTS REPORT (Encs*):

(i) To receive and note the report on Capital Projects currently being undertaken, if available, and take any such action as may be deemed necessary thereon and / or consider any recommendations made therein.

- Maude Community Centre Project

(ii) To receive and note the Maude Community Centre Project Financial Update Report, if available (Attached hereto*)

17. TENANCY AGREEMENT (Encs):

(i) To formally approve the issue of a lease agreement relating to the Maude Community Centre Sports Pavilion (see attached); to be officially sealed with the Town Seal as a legal deed.

(ii) To authorise the Clerk to undertake all actions as may be required to effect the completion and exchange of the aforementioned deed. (See accompanying Clerk's Report.)

18. EXCLUSION OF PUBLIC AND PRESS:

To consider exclusion of public and press in accordance with Standing Order No.34 (a), which states that *'in view of the special and confidential nature of the business about to be transacted, it is advisable in the public interest that the public and press be temporarily excluded [from the meeting] and they are instructed to withdraw'* due to the fact that the following agenda items relate to legal matters.

19. ON-GOING MATTERS:

To consider any updates or additional information and/or progress on any on-going legal matters (Confidential report to follow if appropriate) and to take any action thereon as may be deemed necessary.

- Maude Community Centre (formerly CHSPN) s106 Agreement

20. PERSONNEL MATTERS:

To receive and note any report regarding Personnel Matters (Confidential report to follow if appropriate) and take any such action as may be deemed necessary thereon.

21. LAND AND TENANCY MATTERS:

To consider matters pertaining to Town Council Land and Tenancies (confidential report to follow* if appropriate) and take any such action as may be deemed necessary thereon.

- Maude Community Centre – Sports Pavilion Tenancy*

22. CONCLUSION OF PRIVATE SESSION:

To consider concluding private session, if appropriate.

NB: Reports or notes of the Personnel Panel will be considered as Private & Confidential as they concern staff matters; and all legal information, documents, agreements or reports may be considered likewise. Other items may be considered as private and confidential if the Town Council deems that it is in the public interest to do so.

Town Clerk – 4th August 2025

AGENDA ITEM 4

COUNTY COUNCILLOR REPORT – NRTC FULL COUNCIL MTG 11th AUGUST 2025.

Report Awaited.

DISTRICT COUNCILLOR REPORT – NRTC FULL COUNCIL MTG 11th AUGUST 2025.

Since my last NRTC Full Council report I have attended the following FHDC Council meetings and held my Councillor Surgery (with NRTC Cllr Coe) on Friday 1st August.

Full Council – 1 meeting – 23/7/25.

Overview and Scrutiny Committee – 2 meetings – 1/7/25 and 29/7/25.

Finance and Resources Scrutiny Sub-Committee – 1 meeting – 1/7/25.

Director of Oportunitas – No meetings.

Planning and Licensing Committee – 1 meeting – 15/7/25..

Nuclear Legacy Advisory Forum (NuLEAF) - 1 meeting – 16/7/95.

FHDC /Joint Parish Council meeting member – 1 meeting – 24/7/25.

Chairman of Romney Marsh Partnership – Teams catch up with FHDC Officers.

Southern Water – Folkestone, Hythe & Romney Marsh Steering Group – next meeting 14/8/25.

FHDC Planning and Licensing Committee meetings.

We did receive and consider, **23/1810/FH - Brick Kiln Fields, Cockreed Lane, New Romney**

Outline planning application (with all matters reserved) for 2 chalet style 2 bedroom properties including car parking and widening of access road.

The Officer recommended approval and the Committee agreed.

We held a Planning Committee Member briefing on 15th July relating to the development of the Foxwood School site in Hythe.

We also held a Planning Forum on 28th July for participating Parish and Town Councils.

Rural England Prosperity Fund Panel meeting

No Panel meetings since my last report.

FHDC Green Grant Scheme

I have commented on four grant applications from New Romney from the following organisations and I'm please to say these have been agreed by the Leader of FHDC.

The Marsh Academy

Sensory garden project - grant award £609.48

RHDR New Romney and Dungeness Stations

Solar PV & battery storage systems – grant award £20,000.00

Romney Marsh Community Hub Community

Repair & skills hub - grant award £10,000.00

Romney Hythe & Dymchurch Railway

LED lighting & PIR sensors at New Romney/Dymchurch stations – grant award £4,852.00

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FHDC Full Council meeting – 23/7/25

There were no significant items of business at this Full Council meeting.

I did ask three questions as follows, the answers are available in full in the link attached at the bottom of this section of the report.

From Councillor Paul Thomas to Councillor McConville, Cabinet Member for Assets and Local Government Reorganisation

With the Coastal Destination Project at the Coast Drive Car Park on track for completion in October, local residents have asked how these facilities will fit in with similar facilities across the District. Consequently, they would like to know how these existing facilities are being utilised, with regard to the current occupation rates, hire costs and waiting lists?

From Councillor Paul Thomas to Councillor Jim Martin, Leader of the Council and Cabinet Member for Otterpool Park and Planning Policy.

With the agreement of the new Corporate Plan and the recent rationalisation of the Outside Bodies list that has been carried out and approved by Page 4 Schedule 2 Council. Can the Cabinet Member please confirm that the subscriptions for two of these bodies, namely the New Nuclear Local Authority Group (NNLAG) and the Nuclear Legacy Advisory Forum (NuLeAF) will not be subject to any cuts following the budget setting process later in the year? These bodies provide the District Council representatives with an input into the proposed siting for New Nuclear facilities (including Dungeness). It also gives us a voice on the management of the nuclear legacy at Dungeness A, which in 2029/30 is due to be joined by the facility at Dungeness B, when defueling is complete and Dungeness B is managed by the Nuclear Decommissioning Agency (NDA). 10. 11. 12. 13.

From Councillor Paul Thomas to Councillor Polly Blakemore, Cabinet Member for Transport, Regulatory Services and Building Control

Local residents have voiced their concerns about the growing number of Recreational Vehicles (RVs) and Campervans that are parking overnight along Coast Road, Littlestone, mainly near the junction with Madeira Road. Many of these vehicles are in place for weeks at a time without moving and concerns have been

raised about fly-tipping, smoking of illegal substances and the unlawful dumping of chemical toilet contents. Residents have also had to contend with visitors using their gardens as a toilet. When will the PSPO signage be erected in this area, to alert visitors that "overnight parking is not allowed", allowing our enforcement teams to take action, particularly against repeat offenders?

Link to Full Council agenda and minutes.

<https://folkestone-hythe.moderngov.co.uk/mgCommitteeDetails.aspx?ID=122>

Overview and Scrutiny Meeting – 1st July 2025.

The only item of business was to appoint me to the Finance and Resources Scrutiny Sub-Committee.

Finance and Resources Scrutiny Sub-Committee – 1st July 2025.

The agenda for this meeting was as follows:

Annual Performance Report 24-25.

Performance Management Framework and draft KPIs 2025-26

General Fund Revenue Provisional Outturn 2024-25

General Fund Capital Programme Provisional Outturn 2024/25

HRA Revenue and Capital Provisional Outturn 2024-25

The link to the full meeting agenda and minutes is as follows:

<https://folkestone-hythe.moderngov.co.uk/mgCommitteeDetails.aspx?ID=504>

Overview and Scrutiny Committee – 29th July 2025.

The agenda for this meeting is as follows:

Cabinet Member update. From Cllr Mike Blakemore.

Housing Revenue Account (HRA) Service Charge 'De-Pooling' For Council Housing Tenants.

Asset Management Strategy.

Equitability of council resource across the District.

The link to the full meeting agenda and minutes is as follows:

<https://folkestone-hythe.moderngov.co.uk/mgCommitteeDetails.aspx?ID=437>

Romney Marsh Partnership – Catch up with FHDC Officers.

Coastal destination project

More than a third of the new beach huts in Coast Drive, Greatstone, have now been built.

The project is bringing to the site a new visitor hub, improved water sports facilities, 93 beach huts and a 120-space car park with electric car charging points. Public toilets will include a Changing Places facility.

The council is funding the scheme with the support of the Nuclear Decommissioning Authority through the Nuclear Restoration Services.

Romney Marsh Visitor Centre (RMVC).

Following on from the great work of the FHDC Romney Marsh Partnership Officer and the Romney Marsh Visitor Centre Working Group, comprising Cllr Speakman, Cllr Hills, Cllr Cooper and I, along with representatives from the RHDR, RMCH, Lighthouse on the Marsh and Romney Marsh Countryside Project, the RMVC opened its doors again on 2nd August 2025.

The RMVC building will be known The Nest and is being operated by Dymchurch resident Nicola Adam. She has taken on the centre and will be offering a café, retail and community space.

The Romney Marsh Countryside Partnership, with Folkestone & Hythe District Council's support, has continued to manage the 11-hectare nature reserve and will work alongside the visitor centre's new operator.

I attended the opening of the new facility along with Cllr Speakman, Cllr Hills, Cllr McConville and Cllr Martin. I would urge all Councillors to support Nicola in this new venture, by popping along and having some coffee & cake at the cafe.

FHDC/Joint Parish Council meeting - 24th July 2025.

We received three presentations at the meeting, which will be made available on the FHDC website.

Introduction to Alan Mitchell & Budget Update.

Presentation from the Monitoring Officer.

Local Government Reorganisation update.

The link to the agenda and presentations is shown below.

<https://folkestone-hythe.moderngov.co.uk/mgCommitteeDetails.aspx?ID=143>

Nuclear Legacy Advisory Forum (NuLeAF) - 16/7/25.

This was a Teams meeting with the Nuclear Decommissioning Authority (NDA) to discuss the forthcoming consultation on their Strategy 5 document, which is available on the NULEAF website.

Other local events and invitations.

I was invited to the St Nicholas Academy Open Evening on 10th July 2025 and was able to see their new facilities, as well as having discussions with the teaching staff and local residents.

I was invited to the opening of the New Romney reuse shop at the Household Waste Recycling Centre in Mountfield Road. The shop, developed by Kent County Council in partnership with FCC Environment, will sell good quality items donated on site or at other HWRCs in the county. This was the culmination of three years work by KCC and FCC Environment, where they have been proving the viability of such schemes by proving pop-up re-use shops at household waste sites across Kent.

Local Resident Concerns.

I am currently dealing with 7 planning/enforcement cases, a number of housing issues, footpath/highways issues and surface drainage/waste-water (sewage) issues.

Ward Grant Applications.

I have received several requests for Ward Grants from organisations across the district. We are allocated up to £3,000 to be distributed over a 12-month period.

<i>Organisation</i>	<i>Reason</i>	<i>Grant Allocation</i>	<i>Remaining</i>
New Romney Country Fayre	Biggest free event on Romney Marsh and a Community Event Revitalising Community Spirit.	£500	£2,2,500
Strange Cargo	Support for Charivari Community Carnival.	£150	£2,350
New Romney In Bloom	Support for work in West Street, Car Park, New Romney	£150	£2,200
Strange Cargo	Support for Marsh Academy students to take part in Charivari Carnival.	£100	£2,100
Litter Picking Watch Romney Marsh	Purchase of materials and PPE for graffiti removal around the Marsh	£150	£1,950

FHDC Councillor Paul Thomas – 4th August 2025

MINUTES
of
A Meeting of New Romney Town Council
Held in the Assembly Rooms, New Romney
on Monday 14th July 2025
Commencing at 6.45pm

PRESENT: The Right Worshipful the Mayor of New Romney,
Councillor John Rivers

Town Ward:

Councillors: J Davies, P Carey, Rev Cn S McLachlan, W D Wimble
and L Phillips

Coast Ward:

Councillors: P Thomas, P Coe, J Hiscock, K Terry, S O'Hare,
A Meredith and P Peacock

In Attendance:

Town Clerk	-	Mrs C Newcombe
Members of the Public	-	2

IN THE CHAIR

The Mayor – Councillor J Rivers

In the absence of the Mayor's Chaplain, Cllr Rev Cn S McLachlan led the Council in prayer.

The formal business of the meeting commenced **@6.47PM**.

115/2025-26 APOLOGIES FOR ABSENCE

Apologies for absence were received and noted, as follows:

Councillor J Houston	-	who was unwell
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116/2025-26 DISPENSATION TO PARTICIPATE

No new applications for Dispensation to Participate had been processed by the Town Clerk.

117/2025-26 DECLARATIONS OF INTEREST

@6.47PM Councillor Hiscock declared a Personal Interest in respect of Town Council finance reports due to her employment of a contractor who is also employed by the Town Council. (Minute Ref 127/2025-26 refers)

@7.53PM Councillor Terry declared a Personal Interest in respect of an enquiry regarding future use of the toilet block at The Greens, Littlestone, as the applicant is known to her. (Minute Ref 132/2025-26 refer

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118/2025-26 **REPORT OF THE KENT COUNTY COUNCILLOR**

The report of the KCC Councillor, which included details of meetings attended and updates regarding development of County Council environmental policies, was received and noted.

119/2025-26 **REPORTS OF THE DISTRICT COUNCILLORS**

FHDC Councillor Thomas' report, which included details of meetings attended, updates regarding current District Council business and the future of the Romney Marsh Visitor Centre, as well as details of grant funding awarded to date, was duly received and noted.

120/2025-26 **ADJOURNMENT OF MEETING**

It was not necessary to adjourn the meeting as no public questions or statements had been received in writing.

121/2025-26 **PUBLIC QUESTIONS**

None.

122/2025-26 **RE-CONVENING OF MEETING**

Not applicable.

123/2025-26 **MINUTES**

(i) The Chairman presented the minutes of the **Full Council Meeting** held on **9th June 2025**, copies of which had been previously circulated to all Councillors, and it was:

PROPOSED BY: Councillor O'Hare

SECONDED BY: Councillor Terry

RESOLVED – that the minutes of the Full Council Meeting held on 9th June 2025 be approved and signed as a true and correct record.

Councillors Meredith, Hiscock, Rev Cn McLachlan and Wimble abstained from voting as they had not been present at the aforementioned meeting.

The Chairman subsequently signed the afore-mentioned minutes.

(ii) The Chairman presented the minutes of the **Especial Full Council Meeting** held on **23rd June 2025**, copies of which had been previously circulated to all Councillors, and it was:

PROPOSED BY: Councillor Peacock
SECONDED BY: Councillor O'Hare

RESOLVED – that the minutes of the Especial Full Council Meeting held on 23rd June 2025 be approved and signed as a true and correct record.

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Councillors Rivers, Thomas, Davies, Terry, McLachlan, Meredith, Phillips and Wimble abstained from voting as they had not been present at the afore-mentioned meeting.

The Chairman subsequently signed the afore-mentioned minutes.

124/2025-26 **MAYOR'S REPORT AND COMMUNICATIONS**

The Mayor's report regarding civic engagements attended since the last meeting was duly received and noted.

It was also reported that the Town Mayor, together with the Mayoress and the Town Clerk had been invited to Walmer Castle where, as representatives of the Cinque Ports Confederation, they were presented to King Charles III during his recent visit to Walmer and Deal. They were accompanied by representatives from the Romney Marsh Litter Picking Watch, New Romney Old School and Romney Marsh Tweed.

125/2025-26 **TOWN CLERK'S REPORT**

The Town Clerk's report was received and noted and read as under:

MEETING OF FULL COUNCIL – 14th JULY 2025
TOWN CLERK'S REPORT

Actions completed since the Full Council meeting held on 9th June 2025

- 1) Details of **NRTC Representatives on Outside Bodies** for 2025-26 have been published on the Town Council website.
- 2) **Approved amendments to Standing Orders and Financial Regulations** have been applied to the relevant documents, including additional amendments as per Full Council resolution (Minute ref: 077/2025-26 refers); the afore-mentioned documents, as amended, will now be published on the Town Council website.
- 3) **The Annual Governance and Accountability Return (AGAR)** was submitted for external audit ahead of the official deadline. The 'Notice of Public Rights and Publication of Unaudited Annual Governance and Accountability Return' was duly published on or by 24th June 2025, as required, and the Statutory Period for Exercise of Public Rights to inspect Annual Town Council Accounting

Records for 2023-24 commenced on 25th June 2025 and concludes on 5th August 2025.

Town Clerk

7th July 2025

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126/2025-26 **STANDING ORDER NO.14**

No questions had been submitted in accordance with Standing Order 14.

127/2025-26 **STANDING COMMITTEES**

(i) Councillor Terry presented the minutes of the **Planning & Environment Committee** meeting held on **18th June 2025**, which were duly received and noted.

(ii) Councillor Thomas presented the minutes of the **Personnel Committee** meeting held on **25th June 2025**, which were duly received and noted.

128/2025-26 **RFO'S FINANCIAL REPORTS FOR 2025-26**

The RFO presented final payments and receipts and final bank reconciliation for the month of **April 2026**, which were duly received and noted.

It was:

PROPOSED BY: Councillor Thomas

SECONDED BY: Councillor Peacock

RESOLVED UNANIMOUSLY – that the finance reports for the month of April 2025 be hereby received and approved.

Payments and receipts for the month of **April 2025** being in the amounts as detailed below:

	Receipts:	Payments:
NatWest Current Account	£5,267.34	£5,267.34
Unity Trust Current Account:	£53,828.21	£109,455.07
Lloyds Bank Business Account:	£402,622.08	£317,846.98
NatWest Business Reserve Account:	£1,285.73	£4,048.34
Petty Cash:	£0.00	£21.14
Lloyds Bank Corporate Card:	£296.65	£702.29
Lloyds Bank Instant Access O/L Saver:	£2,008.87	£75,000.00
NSIB:	£0.00	£0.00

129/2025-26 **COUNCIL REPRESENTATIVES REPORTS**

Reports from recent meetings of (i) Lydd Airport Consultative Committee (LACC) and (ii) Romney Marshes Area Internal Drainage Board (RMAIDB), which had been circulated to all Councillors prior to this meeting, were duly received and noted.

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130/2025-26 **CAPITAL PROJECTS REPORT**

(i) The Maude Community Centre Project Update Report was duly received and noted.

(ii) The Maude Community Centre Project Financial Update Report was duly received and noted.

131/2025-26 **COUNCILLOR SURGERIES**

Councillor Terry presented a discussion paper regarding Councillor Surgeries, within which an alternative approach was put forward. Having duly considered this paper, it was:

PROPOSED BY: Councillor Rivers

SECONDED BY: Councillor Thomas

RESOLVED UNANIMOUSLY – that this matter be deferred to a future meeting of the Council to allow Councillor Terry to investigate potential Councillor Surgery models further and re-submit a discussion paper for further consideration.

132/2025-26 **RESPONSE TO SSE RENEWABLES PROPOSALS**

Having duly considered a request from KALC (Kent Association of Local Councils) for all local councils to respond to the SSE Renewables Proposals in respect solar farms on Romney Marsh, it was:

PROPOSED BY: Councillor Peacock

SECONDED BY: Councillor Wimble

RESOLVED – that the Town Council submit comments to SSE Renewables as below:

- *New Romney Town Council is not opposed to solar energy in general. However, it believes that solar panel installations should be restricted to sites such as rooftops, industrial and retail sites, motorway sidings and railway sidings and similar – and not using prime agricultural land*
- *Food security is just as important as energy supply for Romney Marsh residents and in general*
- *The difficulty in disposing of solar panels and batteries at the end of their useful life creates a huge long-term ecological problem*
- *Any requirement for fire-fighting at a solar farm site poses risks of soil contamination due to battery chemicals being washed into the soil by water being used to fight a fire*
- *In this area, the preference is for nuclear energy (now in the form of small nuclear reactors) as opposed to solar energy taking up agricultural land*

Councillor Thomas did not participate in discussion and abstained from voting as he did not wish to pre-determine his position as a Member of the Folkestone & Hythe District Council Planning Committee.

133/2025-26 **THE GREENS TOILET BLOCK**

Having duly considered an enquiry regarding the future of the toilet block on The Greens, Littlestone, which included a proposal to re-develop /

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adapt the block for use as a café under a lease or purchase option, it was:

PROPOSED BY: Councillor Thomas

SECONDED BY: Councillor Wimble

RESOLVED UNANIMOUSLY – that the Council agrees, in principle, to consider the future use of the afore-mentioned building as proposed – but that as there is a need to understand the financial implications of any lease or sale agreement and any legal issues that may arise regarding access or other associated matters, to allocate £2,000.00 from the Legal and Professional Fees Budget to undertake relevant investigations before considering this matter further.

134/2025-26 **EXCLUSION OF PUBLIC AND PRESS**

@8.11PM having duly considered the nature of matters to be discussed, it was:

PROPOSED BY: Councillor Peacock

SECONDED BY: Councillor Terry

RESOLVED UNANIMOUSLY – that due to the sensitive legal and contractual nature of information about to be considered, it is advisable in the public interest that the Public and Press be temporarily excluded and they are now instructed to withdraw.

The two members of public left the meeting at that time.

135/2025-26 **ON-GOING MATTERS**

The Clerk reported on a matter relating to a s106 Agreement pertaining to the Maude Community Centre project. An update, which was circulated to all Councillors ahead of this meeting, was provided in relation to a matter that arose regarding the Community Contribution payable by the District Council to the Town Council in accordance with the afore-mentioned deed. This information was duly received and noted and it was:

PROPOSED BY: Councillor Thomas

SECONDED BY: Councillor Wimble

RESOLVED UNANIMOUSLY – that this matter be escalated to the Chief Executive and the Monitoring Officer of Folkestone & Hythe District Council to request payment of the s106 indexation sum which is payable in accordance with the s106 Agreement by 31st October 2025.

@8.26PM Councillor Peacock conveyed his apologies and left the meeting.

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136/2025-26 **PERSONNEL MATTERS**

The Clerk confirmed that there were no matters of report on this occasion.

137/2025-26 **LAND AND TENANCY MATTERS**

Having duly considered financial matters associated with the Maude Community Centre Ground Floor Sports Pavilion Lease, it was:

PROPOSED BY: Councillor Thomas

SECONDED BY: Councillor Wimble

RESOLVED – that, subject to an ‘Open Book’ arrangement being agreed with New Romney Football Club, New Romney Youth Football and New Romney & Littlestone Cricket Club, New Romney Town Council is agreeable to (i) issue of an initial 12 month lease* in respect of the Maude Community Centre Ground Floor Sports Pavilion (as circulated to all Councillors and subject to the solicitor’s amendment of the lease term); (ii) hereby approves a stepped approach to application of rent charges, as below:

- Year One: £120.00 per month (under temporary 12 month lease arrangement)
- Year Two: £200.00 per month (under new 10 year lease arrangement)
- Year Three: £280.00 per month (second year of 10 year lease arrangement)
- Subject, thereafter, to annual rent increases in line with inflation

And (iii) the Clerk be hereby authorised to take all such actions as are required to request and receive accounting information from each of the afore-mentioned sports clubs; instruct the Town Council’s solicitor to prepare amendments to the Ground Floor Pavilion lease to facilitate issue of a temporary, fixed-term lease with a term of 12 months; to facilitate the signing and sealing of the lease (subject to the umbrella association currently known as the Maude Pavilion Facilities Association first being registered as a legal entity).

*Initial 12 month fixed-term lease offered as an alternative to the 10 year fixed-term lease.

NB: Councillor Phillips conveyed his apologies and left the meeting
@8.46PM

138/2025-26 **CONCLUSION OF PRIVATE SESSION**

@9.02PM it was:

PROPOSED BY: Councillor Rivers

SECONDED BY: Councillor Rev Cn McLachlan

60

**RESOLVED UNANIMOUSLY that the private session be hereby
Concluded.**

NB: All documents referred to herein are available at the Town Hall for perusal on request, except for those documents of a sensitive / legal nature discussed in private session, including documents relating to staff matters which remain Private and Confidential in accordance with Data Protection legislation.

Minutes prepared by the Town Clerk

AGENDA ITEM 10

MAYOR'S CIVIC FUNCTION LIST

Events attended since the July 2025 meeting of Full Council

Report Awaited.

MEETING OF FULL COUNCIL – 11th AUGUST 2025 TOWN CLERK'S REPORT

Actions completed since the Full Council meeting held on 14th July 2025

- 1) New Romney Town Council comments regarding **proposals for a solar farm development** on Romney Marsh were duly submitted to SSE Renewables.
- 2) The **official opening of the Maude Community Centre** took place on Friday 25th July 2025 followed by a very successful and well-attended week of public engagement events.

Additional Items of Report:

- 1) Notice has been served on Folkestone & Hythe District Council in respect of the **Second Funds Transfer** (as defined in the s106 Deed) following receipt of the Certificate of Practical Completion relating to the Maude Community Centre and Annex.

Town Clerk

4th August 2025

61

MINUTES
of
A Meeting of the Planning and Environment Committee
Held in the Assembly Rooms, Church Approach, New Romney
on 16th July 2025
Commencing at 6.45pm

PRESENT:

Councillors: K Terry, S O'Hare, P Coe, J Rivers, P Carey, and J Davies.

In the Chair: Councillor K Terry

In Attendance: Planning Clerk - Miss S Walmsley
Members of public - x 1

139/2025-26 **APOLOGIES FOR ABSENCE**

Apologies for absence were received and noted, as follows:

Cllr J Houston – who was unwell.

140/2025-26 **DISPENSATION TO PARTICIPATE**

No new applications for Dispensation to Participate had been received.

141/2025-26 **DECLARATIONS OF INTEREST**

No declaration of interest had been received.

142/2025-26 **ADJOURNMENT OF MEETING**

It was not necessary to adjourn the meeting as no questions had been received in writing.

143/2025-26 **PUBLIC QUESTIONS**

None received.

144/2025-26 **RE-CONVENING OF MEETING**

Not applicable.

145/2025-26 **MINUTES**

Minutes of the Meeting Held on 21st May 2025

The Chairman presented the **Minutes of the Planning and Environment Committee Meeting Held on 21st May 2025**, a copy of which had been previously circulated to all Councillors.

Having duly considered the afore-mentioned minutes, it was:

PROPOSED BY: Councillor Rivers

SECONDED BY: Councillor Coe

RESOLVED UNANIMOUSLY – that the Minutes of the Planning and Environment Committee Meeting held on 21st May 2025 be approved and signed as a true and correct record.

62

Minutes of the Meeting held on 18th June 2025

The Chairman presented the **Minutes of the Planning and Environment Committee Meeting Held on 18th June 2025**, a copy of which had been previously circulated to all Councillors.

Having duly considered the afore-mentioned minutes, it was:

PROPOSED BY: Councillor O'Hare

SECONDED BY: Councillor Carey

RESOLVED UNANIMOUSLY – that the Minutes of the Planning and Environment Committee Meeting held on 18th June 2025 be amended to correct Cllr Coe's Declaration of Interest.

146/2025-26 **PLANNING CLERK'S REPORT**

The Planning Clerk's report, which included information about Planning Application 23/1810/FH which was duly received and noted.

And an invitation to comment from FHDC on the Gambling Act 2005 - update to the Statement of Principles.

Having considered the invitation to comment, it was:

PROPOSED BY: Councillor Rivers

SECONDED BY: Councillor Terry

RESOLVED UNANIMOUSLY- that NRTC will not comment as a Council but encouraged Councillors to comment individually and the Planning Clerk be authorised to request that FHDC continue to update NRTC with any further information pertaining to the Gambling Act.

147/2025-26 **SCHEDULE OF PLANNING APPLICATIONS**

It was

PROPOSED BY: Councillor Coe

SECONDED BY: Councillor O'Hare

RESOLVED UNANIMOUSLY – that NRTC Planning and Environment Committee comments, including those comments relating to additional planning applications received after publication of the agenda for this meeting, be submitted to FHDC Planning Department:

Application No

Location and Description

(i) [25/1133/FH](#)

55 St Nicholas Road, New Romney,
TN28 8PU

63

Works to trees the subject of TPO
No. 10 of 1999 T1 Scots Pine tree to
ground level.

RECOMMENDATION

No objection

Voting:

For Application:

6

Against Application:

0

Abstained:

0

(ii) [25/0946/FH](#)

Ashley House, Ashford Road, New
Romney, TN28 8TD

Proposed single storey side and rear
extension and associated external
works.

RECOMMENDATION

No objection

Voting:

For Application:

6

Against Application:

0

Abstained:

0

(iii) [25/1216/FH/TCA](#)

Sandhills, Coast Road Littlestone,
New Romney , TN28 8QZ

Works to trees situated in a
Conservation Area, comprising of 9
conifers', reduce back all branches
by approx. 3-4 metres.

RECOMMENDATION

No objection

Voting:

For Application:

6

Against Application:

0

Abstained:

0

(iv) [25/1195/FH](#)

Romney Hard, Coast Road,
Littlestone, TN28 8QZ

Erection of detached Dwelling.

RECOMMENDATION

Cllrs in favour of the design but object on the grounds of the Environment Agency's flood concerns.

Voting:

For Application:	0
Against Application:	6
Abstained:	0

64

148/2025-26 **SCHEDULE OF LICENCE APPLICATIONS**

It was

PROPOSED BY: Councillor Terry
SECONDED BY: Councillor Rivers

RESOVLED UNANIMOUSLY – that Agenda item 10 be deferred to the end of the meeting due to confidential information to be discussed and the need to go into private session.

149/2025-26 **FOLKESTONE & HYTHE DISTRICT COUNCIL REPORTS/ DECISIONS/MATTERS**

A schedule of delegated decisions of Folkestone & Hythe District Council Planning Department for the periods ending of 15th June 2025, 22nd June 2025 and 29th June 2025 were duly received and noted.

150/2025-26 **ENVIRONMENTAL MATTERS**

The Kent & Medway Air Quality Forecast for Wednesday 16th July 2025 which had previously been circulated to all Committee was duly received and noted.

151/2025-26 **REPORTS FROM WORKING PARTIES**

The Parish Highway Improvement Plan working party report, which had been previously circulated to all Committee Members, was duly received and noted and, as a result it was:

(i)

PROPOSED: Cllr Rivers
SECONDED: Cllr Terry

RESOLVED UNANIMOUSLY -that the planning clerk request that the F&GP Committee put a scheme in place to fund and help find a source of funding for the proposed 20MPH speed limit installation for zones 1 and 2.

(ii)

PROPOSED: Cllr Coe
SECONDED: Cllr Carey

RESOLVED UNANIMOUSLY – that the planning clerk be authorised to contact KCC highways to request a breakdown of costs for each red squared area in drawing 23-FH-PAR-1238-1201.

152/2025-26

EXCLUSION OF PUBLIC AND PRESS

@ 7:21pm, having duly considered the nature of matters to now be discussed, **it was:**

PROPOSEDBY: Councillor Terry

SECONDED BY: Councillor Rivers

65

RESOLVED UNANIMOUSLY- That due to the sensitive and personnel information about to be considered, which may serve to identify one or more individuals, it is advisable in the public interest that the Public and Press be temporarily excluded and they are now instructed to withdraw.

@7:22PM Member of the public left the meeting.

@7:23pm The meeting reconvened and the Committee went into private session.

It was:

PROPOSED BY: Councillor Terry

SECONDED BY: Councillor O'Hare

UNANIMOUSLY RESOVLED – that the Planning and Environment Committee strongly support the prevention of crime and disorder, public safety and the protection of children from harm. And that the Committee therefore supports Kent Police's position and does not support the licence remaining in place.

The chairman thanked the committee, and the meeting concluded **@ 7:34PM.**

Minutes prepared by the Planning Clerk.

NB: Minutes of F&GP Committee Meeting held on 30th July 2025 to follow, if available.

Date:03/07/2025	New Romney Town Council Current Year	Page 1
Time: 14:34	Bank Reconciliation Statement as at 31/05/2025 for Cashbook 1 - Nat West Current A/c	User: 6880.T.MORRIS

<u>Bank Statement Account Name (s)</u>	<u>Statement Date</u>	<u>Page No</u>	<u>Balances</u>
Nat West Current A/c	31/05/2025		500.00
			500.00
<u>Unpresented Payments (Minus)</u>		<u>Amount</u>	
		0.00	
			0.00
			500.00
<u>Unpresented Receipts (Plus)</u>			
		0.00	
			0.00
			500.00
		Balance per Cash Book is :-	500.00
		Difference is :-	0.00

Date: 03/07/2025

New Romney Town Council Current Year

Page: 80

Time: 15:03

Cashbook 1

User: 6880.T.MORRIS

Nat West Current A/c

For Month No: 2

Receipts for Month 2				Nominal Ledger Analysis				
Receipt Ref	Name of Payer	£ Amnt Received	£ Debtors	£ VAT	A/c	Centre	£ Amount	Transaction Detail
Balance Brought Fwd :		500.00					500.00	
FP CREDIT	Banked: 06/05/2025	669.00						
FP CREDIT	Hobbs Parker	669.00		-13.50	1010	205	750.00	Hobbs Parker - THH - Rent
					4362	205	-67.50	Hobbs Parker - THH - Rent
FP CREDIT	Banked: 06/05/2025	550.00						
FP CREDIT	BABYSEASHELLS LTD	550.00			1010	215	550.00	Baby Seashells - C Hall - Rent
	Banked: 16/05/2025	315.29						
TRANSFER	Nat West Business Reserve A/c	315.29			215		315.29	AUTO TRANSFER
	Banked: 20/05/2025	7.35						
TRANSFER	Nat West Business Reserve A/c	7.35			215		7.35	AUTO TRANSFER
	Banked: 21/05/2025	20.83						
TRANSFER	Nat West Business Reserve A/c	20.83			215		20.83	AUTO TRANSFER
Total Receipts for Month		1,562.47	0.00	-13.50			1,575.97	
Cashbook Totals		2,062.47	0.00	-13.50			2,075.97	

Continued on Page 81

Date: 03/07/2025

New Romney Town Council Current Year

Page: 81

Time: 15:03

Cashbook 1

User: 6880.T.MORRIS

Nat West Current A/c

For Month No: 2

Payments for Month 2

Nominal Ledger Analysis

<u>Date</u>	<u>Payee Name</u>	<u>Reference</u>	<u>£ Total Amnt</u>	<u>£ Creditors</u>	<u>£ VAT</u>	<u>A/c</u>	<u>Centre</u>	<u>£ Amount</u>	<u>Transaction Detail</u>
06/05/2025	Nat West Business Reserve A/c	TRANSFER	1,219.00			215		1,219.00	AUTO TRANSFER
16/05/2025	EDF Energy - A-4BC718AD	D/D 1	173.23	173.23		500			EDF-Ass Rms-Electricit
16/05/2025	EDF Energy - A473728D3	D/D 2	129.90	129.90		500			EDF-T.H.-Electricity
16/05/2025	Castle Water Ltd	D/D 3	12.16	12.16		500			Castle-T.H.-Water
16/05/2025	Castle Water Ltd	D/D 4	7.35	7.35		500			Castle-Grms Fountain-Water
21/05/2025	Castle Water Ltd	D/D 5	20.83	20.83		500			Castle-Ass.Rms-Water
Total Payments for Month			1,562.47	343.47	0.00			1,219.00	
Balance Carried Fwd			500.00						
Cashbook Totals			2,062.47	343.47	0.00			1,719.00	

Date: 03/07/2025

New Romney Town Council Current Year

Page 1

Time: 14:55

**Bank Reconciliation Statement as at 31/05/2025
for Cashbook 2 - Unity Trust Current A/c**

User: 6880.T.MORRIS

<u>Bank Statement Account Name (s)</u>	<u>Statement Date</u>	<u>Page No</u>	<u>Balances</u>
Unity Trust A/c	31/05/2025	119	122,377.23
			<hr/> 122,377.23
<u>Unpresented Payments (Minus)</u>		<u>Amount</u>	
		0.00	
			<hr/> 0.00
			122,377.23
<u>Unpresented Receipts (Plus)</u>			
		0.00	
			<hr/> 0.00
			122,377.23
		Balance per Cash Book is :-	122,377.23
		Difference is :-	0.00

Date: 03/07/2025

New Romney Town Council Current Year

Page: 75

Time: 15:04

Cashbook 2

User: 6880.T.MORRIS

Unity Trust Current A/c

For Month No: 2

Receipts for Month 2

Nominal Ledger Analysis

<u>Receipt Ref</u>	<u>Name of Payer</u>	<u>£ Amnt Received</u>	<u>£ Debtors</u>	<u>£ VAT</u>	<u>A/c</u>	<u>Centre</u>	<u>£ Amount</u>	<u>Transaction Detail</u>
Balance Brought Fwd :		66,073.42					66,073.42	
CREDIT	Banked: 01/05/2025	58,266.14						
CREDIT	HMRC	58,266.14			105		58,266.14	HMRC - VAT M12
Total Receipts for Month		58,266.14	0.00	0.00			58,266.14	
Cashbook Totals		124,339.56	0.00	0.00			124,339.56	

Continued on Page 76

Date: 03/07/2025

New Romney Town Council Current Year

Page: 76

Time: 15:04

Cashbook 2

User: 6880.T.MORRIS

Unity Trust Current A/c

For Month No: 2

Payments for Month 2

Nominal Ledger Analysis

<u>Date</u>	<u>Payee Name</u>	<u>Reference</u>	<u>£ Total Amnt</u>	<u>£ Creditors</u>	<u>£ VAT</u>	<u>A/c</u>	<u>Centre</u>	<u>£ Amount</u>	<u>Transaction Detail</u>
08/05/2025	Three	D/D 1	47.82	47.82		500			Three- Phone/Broadbar
16/05/2025	Castle Water Ltd	D/D 2	17.47	17.47		500			Castle-Gms W.C. - Wat
16/05/2025	Corporate Card	TRANSFER	408.64			220		408.64	Corporate Card
27/05/2025	Folkestone & Hythe District Co	D/D	1,482.40	1,482.40		500			P/Ledger Electronic Payment
31/05/2025	UTB	FEE	6.00			4305	275	6.00	UTB - Fee
Total Payments for Month			1,962.33	1,547.69	0.00			414.64	
Balance Carried Fwd			122,377.23						
Cashbook Totals			124,339.56	1,547.69	0.00			122,791.87	

Date:03/07/2025

New Romney Town Council Current Year

Page 1

Time: 14:50

**Bank Reconciliation Statement as at 31/05/2025
for Cashbook 3 - Lloyds Bank Business A/c**

User: 6880.T.MORRIS

<u>Bank Statement Account Name (s)</u>	<u>Statement Date</u>	<u>Page No</u>	<u>Balances</u>
Lloyds Bank Business A/c	31/05/2025		37,004.58
			<u>37,004.58</u>
<u>Unpresented Payments (Minus)</u>		<u>Amount</u>	
		0.00	
			<u>0.00</u>
			37,004.58
<u>Unpresented Receipts (Plus)</u>			
		0.00	
			<u>0.00</u>
			37,004.58
		Balance per Cash Book is :-	37,004.58
		Difference is :-	0.00

Date: 03/07/2025

New Romney Town Council Current Year

Page: 113

Time: 15:04

Cashbook 3

User: 6880.T.MORRIS

Lloyds Bank Business A/c

For Month No: 2

Receipts for Month 2

Nominal Ledger Analysis

Receipt Ref	Name of Payer	£ Amnt Received	£ Debtors	£ VAT	A/c	Centre	£ Amount	Transaction Detail
Balance Brought Fwd :		102,704.55					102,704.55	
FPI Banked: 01/05/2025		249.84						
	Sales Recpts Page 439	249.84	249.84		100			Sales Recpts Page 439
FPI Banked: 02/05/2025		71.83						
	Sales Recpts Page 440	71.83	71.83		100			Sales Recpts Page 440
FPI Banked: 02/05/2025		71.83						
	Sales Recpts Page 441	71.83	71.83		100			Sales Recpts Page 441
FPI Banked: 06/05/2025		71.83						
	Sales Recpts Page 442	71.83	71.83		100			Sales Recpts Page 442
FPI Banked: 06/05/2025		71.83						
	Sales Recpts Page 443	71.83	71.83		100			Sales Recpts Page 443
BGC Banked: 06/05/2025		28.01						
	BGC NSIB	28.01			1080	275	28.01	NSIB - Interest
500136 Banked: 06/05/2025		10.41						
	Sales Recpts Page 453	10.41	10.41		100			Sales Recpts Page 453
500134 Banked: 06/05/2025		249.84						
	Sales Recpts Page 454	249.84	249.84		100			Sales Recpts Page 454
FPI Banked: 07/05/2025		71.83						
	Sales Recpts Page 444	71.83	71.83		100			Sales Recpts Page 444
500135 Banked: 07/05/2025		374.76						
	Sales Recpts Page 452	374.76	374.76		100			Sales Recpts Page 452
FPI Banked: 08/05/2025		71.83						
	Sales Recpts Page 445	71.83	71.83		100			Sales Recpts Page 445
	Banked: 12/05/2025	200,000.00						
TRANSFER	Lloyds Bank I/A Online Saver	200,000.00			225		200,000.00	T/F - Lloyds IA OL to Lloyds
BGC Banked: 13/05/2025		213.60						
	Sales Recpts Page 446	213.60	213.60		100			Sales Recpts Page 446
FPI Banked: 14/05/2025		249.84						
	Sales Recpts Page 447	249.84	249.84		100			Sales Recpts Page 447
FPI Banked: 15/05/2025		249.84						
	Sales Recpts Page 448	249.84	249.84		100			Sales Recpts Page 448
FPI Banked: 15/05/2025		49.97						
	Sales Recpts Page 449	49.97	49.97		100			Sales Recpts Page 449
FPI Banked: 19/05/2025		59.86						
	Sales Recpts Page 455	59.86	59.86		100			Sales Recpts Page 455
FPI Banked: 19/05/2025		210.00						
FPI [REDACTED]		210.00			560		210.00	[REDACTED] - Plot 8B
	Banked: 20/05/2025	20,000.00						

Continued on Page 114

Date: 03/07/2025

New Romney Town Council Current Year

Page: 114

Time: 15:04

Cashbook 3

User: 6880.T.MORRIS

Lloyds Bank Business A/c

For Month No: 2

Receipts for Month 2

Nominal Ledger Analysis

Receipt Ref	Name of Payer	£ Amnt Received	£ Debtors	£ VAT	A/c	Centre	£ Amount	Transaction Detail
TRANSFER	Lloyds Bank I/A Online Saver	20,000.00			225		20,000.00	T/F - Lloyds IA OL to Lloyds
500137	Banked: 20/05/2025	24.00						
500137	Hawkinge Town Council	24.00			4385	275	24.00	Hawkinge TC - CxD event
500138	Banked: 20/05/2025	249.84						
	Sales Recpts Page 456	249.84	249.84		100			Sales Recpts Page 456
500139	Banked: 21/05/2025	26,500.00						
500139	Roger DeHaan CT	26,500.00			1999	280	26,500.00	DeHaan - MCC - Grant Funding
					346		26,500.00	DeHaan - MCC - Grant Funding
					6001	280	-26,500.00	DeHaan - MCC - Grant Funding
FPI	Banked: 27/05/2025	22.80						
	Sales Recpts Page 450	22.80	22.80		100			Sales Recpts Page 450
FPI	Banked: 30/05/2025	17.81						
	Sales Recpts Page 451	17.81	17.81		100			Sales Recpts Page 451
Total Receipts for Month		249,191.40	2,429.39	0.00			246,762.01	
Cashbook Totals		351,895.95	2,429.39	0.00			349,466.56	

Continued on Page 115

Date: 03/07/2025

New Romney Town Council Current Year

Page: 115

Time: 15:04

Cashbook 3

User: 6880.T.MORRIS

Lloyds Bank Business A/c

For Month No: 2

Payments for Month 2

Nominal Ledger Analysis

Date	Payee Name	Reference	£ Total Amnt	£ Creditors	£ VAT	A/c	Centre	£ Amount	Transaction Detail
01/05/2025	Trooli Ltd	D/D 1	48.00	48.00		500			Trooli-Broadband
01/05/2025	Trooli Ltd	D/D 2	62.09	62.09		500			Purchase Ledger DDR Payment
01/05/2025	British Gas	D/D 3	1,067.83	1,067.83		500			British Gas-T.H. - Gas
02/05/2025	Business Stream	D/D 4	77.26	77.26		500			Purchase Ledger DDR Payment
07/05/2025	Branch Fire & Safety LLP	FPO 1	840.66	840.66		500			MCC Annexe-Fire Safet Equip
07/05/2025	M Coleman Arborocultural Servi	FPO 2	476.40	476.40		500			M Coleman-Greens-GM
07/05/2025	Kent Association of Local Coun	FPO 3	114.00	114.00		500			KALC-Training CN &TV
07/05/2025	Kent Structures Ltd	FPO 4	1,935.73	1,935.73		500			P/Ledger Electronic Payment
07/05/2025	RMCH	FPO	500.00			4345	275	500.00	RMCH - Ex A/Forces - Grant
07/05/2025	New Romney in Bloom	FPO	300.00			4345	275	300.00	NRIB - Grant Funding
07/05/2025	St Martins Field Charity	FPO	3,000.00			4340	275	3,000.00	STMFC - Grant Funding
08/05/2025	Folkestone & Hythe District Co	D/D 5	175.00	175.00		500			Purchase Ledger DDR Payment
08/05/2025	Folkestone & Hythe District Co	D/D 6	720.00	720.00		500			Purchase Ledger DDR Payment
12/05/2025	British Gas	D/D 7	193.10	193.10		500			British Gas - Ass Rms-Gas
12/05/2025	Kent Structures Ltd	FPO 5	100,000.00	100,000.00		500			P/Ledger Electronic Payment
12/05/2025	Kent Structures Ltd	FPO 7	100,000.00	100,000.00		500			P/Ledger Electronic Payment
12/05/2025	Kent Structures Ltd	FPO 8	50,000.00	50,000.00		500			P/Ledger Electronic Payment
13/05/2025	SALARIES	FPO	11,142.62			4000	100	7,605.02	SALARIES - M2
						4005	100	3,356.81	SALARIES - M2
						4020	100	112.51	SALARIES - M2
						4364	275	68.28	SALARIES - M2
14/05/2025	Euroloos Limited	FPO 9	308.52	308.52		500			Euroloos-Sp Fid-Portaloos
14/05/2025	BILT Building Merchants	FPO 10	42.77	42.77		500			Bilt-StMF - Misc Exp
14/05/2025	[REDACTED]	FPO	98.75			4385	275	98.75	Reimbursement - Mayormaking
14/05/2025	HMRC	FPO	543.61			4000	100	494.94	HMRC - M1
						4005	100	78.36	HMRC - M1
						4020	100	-29.69	HMRC - M1
14/05/2025	HMRC - CORRECTION	CORRECTION	-543.61			4000	100	-494.94	HMRC - M1 - CORRECTION
						4005	100	-78.36	HMRC - M1 - CORRECTION
						4020	100	29.69	HMRC - M1 - CORRECTION
14/05/2025	Kent Pension Fund	FPO	543.61			4000	100	494.94	KPF - M1
						4005	100	78.36	KPF - M1
						4020	100	-29.69	KPF - M1
14/05/2025	HMRC	FPO	2,955.22			4000	100	1,942.15	HMRC - M1
						4005	100	1,013.07	HMRC - M1
14/05/2025	Hastings Borough Council	FPO	18.00			4360	275	18.00	Hastings BC - Speakership H/O
						322	0	-18.00	Hastings BC - Speakership H/O

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Cashbook 3

User: 6880.T.MORRIS

Lloyds Bank Business A/c

For Month No: 2

Payments for Month 2

Nominal Ledger Analysis

Date	Payee Name	Reference	£ Total Amnt	£ Creditors	£ VAT	A/c	Centre	£ Amount	Transaction Detail
						6000	275	18.00	Hastings BC - Speakership H/O
19/05/2025	Lloyds Bank	PAY	12.44		4305	275		12.44	Lloyds Bank - Service Charges
20/05/2025	Ashford Outside Catering	FPO 11	1,008.00	1,008.00	500				AOC-Mayors Allow- Mayor Making
20/05/2025	Hatfield Interiors Limited	FPO 12	19,119.97	19,119.97	500				Hatfield Int-MCC-FF&E
20/05/2025	Guy Hollaway Architects	FPO 13	2,100.00	2,100.00	500				Holloway-MCC-Architec Fees
20/05/2025	Sweco UK Ltd	FPO 14	600.00	600.00	500				Sweco-MCC-ME Fees
20/05/2025	Mayland Consult Ltd	FPO 15	1,270.00	1,270.00	500				Mayland-MCC-Prof Fee
20/05/2025	The Folkestone Soundmen	FPO 16	100.00	100.00	500				Folkestone Sound- VE Day
20/05/2025	Rialtas Business Solutions Ltd	FPO 17	1,358.40	1,358.40	500				Rialtas-Facilities Bkng Train
20/05/2025	South East Employers	FPO 18	360.00	360.00	500				SEE-Subscription 25/26
20/05/2025	East Kent Piping Society	FPO 19	250.00	250.00	500				East Kent Pipe Band - VE 80
20/05/2025	Petty Cash	TRANSFER	300.00		250			300.00	PETTY CASH TRANSF
20/05/2025		FPO	110.00		4360	275		110.00	- Plot 9A - Refund
					329	0		-110.00	- Plot 9A - Refund
					6000	275		110.00	- Plot 9A - Refund
23/05/2025	Castle Water	FPO 2	11.26	11.26	500				Castle-MCC-Water
28/05/2025	Veolia ES (UK) plc	D/D 8	96.02	96.02	500				Veolia-Waste
28/05/2025	EDF Unmetered Supply	FPO 20	46.12	46.12	500				EDF- Festive Lighting- Electric
28/05/2025	Furley Page LLP	FPO 21	734.40	734.40	500				Furley Page-Legal Fees Lease
28/05/2025	K M Media Group Ltd	FPO 22	318.00	318.00	500				KM Media-Advert- Caretaker
28/05/2025	Nisbets Limited	FPO 23	5,898.16	5,898.16	500				P/Ledger Electronic Payment
28/05/2025	The Parkinson Partnership LLP	FPO 24	300.00	300.00	500				Parkinson-VAT-Advice Service
28/05/2025	Rolfes DIY LLP	FPO 25	133.40	133.40	500				Rolfes-Tools&Cons
28/05/2025	Synergy CPC LLP	FPO 26	5,751.60	5,751.60	500				Synergy-MCC-PM Fees
28/05/2025		FPO	95.50		4384	275		95.50	Reimbursement - MCC/VE Events
					323	0		-95.50	Reimbursement - MCC/VE Events
					6000	275		95.50	Reimbursement - MCC/VE Events
28/05/2025	Sugar Plum Entertainment	FPO	180.00	180.00	500				SugarPlum - MCC- Opening
30/05/2025	British Gas	D/D 9	118.54	118.54	500				British Gas-T.H.-Gas
Total Payments for Month			314,891.37	295,815.23	0.00			19,076.14	
Balance Carried Fwd			37,004.58						
Cashbook Totals			351,895.95	295,815.23	0.00			56,080.72	

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**Bank Reconciliation Statement as at 31/05/2025
for Cashbook 4 - Nat West Business Reserve A/c**

User: 6880.T.MORRIS

<u>Bank Statement Account Name (s)</u>	<u>Statement Date</u>	<u>Page No</u>	<u>Balances</u>
Nat West Business Reserve A/c	31/05/2025		64,327.02
			<u>64,327.02</u>
<u>Unpresented Payments (Minus)</u>		<u>Amount</u>	
		0.00	
			<u>0.00</u>
			64,327.02
<u>Unpresented Receipts (Plus)</u>			
		0.00	
			<u>0.00</u>
			64,327.02
		Balance per Cash Book is :-	64,327.02
		Difference is :-	0.00

Date: 03/07/2025

New Romney Town Council Current Year

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Cashbook 4

User: 6880.T.MORRIS

Nat West Business Reserve A/c

For Month No: 2

Receipts for Month 2

Nominal Ledger Analysis

Receipt Ref	Name of Payer	£ Amnt Received	£ Debtors	£ VAT	A/c	Centre	£ Amount	Transaction Detail
Balance Brought Fwd :		63,393.43					63,393.43	
	Banked: 06/05/2025	1,219.00						
TRANSFER	Nat West Current A/c	1,219.00			200		1,219.00	AUTO TRANSFER
INTEREST	Banked: 30/05/2025	58.06						
INTEREST	Nat West	58.06			1080	275	58.06	Nat West - Interest
Total Receipts for Month		1,277.06	0.00	0.00			1,277.06	
Cashbook Totals		64,670.49	0.00	0.00			64,670.49	

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Cashbook 4

User: 6880.T.MORRIS

Nat West Business Reserve A/c

For Month No: 2

Payments for Month 2

Nominal Ledger Analysis

<u>Date</u>	<u>Payee Name</u>	<u>Reference</u>	<u>£ Total Amnt</u>	<u>£ Creditors</u>	<u>£ VAT</u>	<u>A/c</u>	<u>Centre</u>	<u>£ Amount</u>	<u>Transaction Detail</u>
16/05/2025	Nat West Current A/c	TRANSFER	315.29			200		315.29	AUTO TRANSFER
20/05/2025	Nat West Current A/c	TRANSFER	7.35			200		7.35	AUTO TRANSFER
21/05/2025	Nat West Current A/c	TRANSFER	20.83			200		20.83	AUTO TRANSFER
Total Payments for Month			343.47	0.00	0.00			343.47	
Balance Carried Fwd			64,327.02						
Cashbook Totals			64,670.49	0.00	0.00			64,670.49	

Date: 03/07/2025

New Romney Town Council Current Year

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**Bank Reconciliation Statement as at 31/05/2025
for Cashbook 5 - Petty Cash**

User: 6880.T.MORRIS

<u>Bank Statement Account Name (s)</u>	<u>Statement Date</u>	<u>Page No</u>	<u>Balances</u>
Petty Cash	31/05/2025		284.63
			<u>284.63</u>
<u>Unpresented Payments (Minus)</u>		<u>Amount</u>	
		0.00	
			<u>0.00</u>
			284.63
<u>Unpresented Receipts (Plus)</u>			
		0.00	
			<u>0.00</u>
			284.63
		Balance per Cash Book is :-	284.63
		Difference is :-	0.00

Date: 03/07/2025

New Romney Town Council Current Year

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Cashbook 5

User: 6880.T.MORRIS

Petty Cash

For Month No: 2

Receipts for Month 2

Nominal Ledger Analysis

<u>Receipt Ref</u>	<u>Name of Payer</u>	<u>£ Amnt Received</u>	<u>£ Debtors</u>	<u>£ VAT</u>	<u>A/c</u>	<u>Centre</u>	<u>£ Amount</u>	<u>Transaction Detail</u>
Balance Brought Fwd :		156.86					156.86	
Banked: 20/05/2025		300.00						
TRANSFER	Lloyds Bank Business A/c	300.00			210		300.00	PETTY CASH TRANSFER
Total Receipts for Month		300.00	0.00	0.00			300.00	
Cashbook Totals		456.86	0.00	0.00			456.86	

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Cashbook 5

User: 6880.T.MORRIS

Petty Cash

For Month No: 2

Payments for Month 2

Nominal Ledger Analysis

Date	Payee Name	Reference	£ Total Amnt	£ Creditors	£ VAT	A/c	Centre	£ Amount	Transaction Detail
12/05/2025	Sainsbury's	P/C 003	26.80		4.47	4385	275	22.33	Sainsbury's - M mking Recep
12/05/2025	TGM Catering	P/C 004	71.50			4384	275	71.50	TGM - VE/MCC Events
						323	0	-71.50	TGM - VE/MCC Events
						6000	275	71.50	TGM - VE/MCC Events
12/05/2025	Reimbursement	P/C 005	34.49		5.75	4384	275	28.74	Reimb - VE/MCC Event
						323	0	-28.74	Reimb - VE/MCC Event
						6000	275	28.74	Reimb - VE/MCC Event
20/05/2025	Reimbursement	P/C 006	29.95			4055	100	29.95	Reimbursement - Eye Test
20/05/2025	MFG	P/C 007	9.49		1.58	4355	275	7.91	MFG - Mower/Strimmer Fuel
Total Payments for Month			172.23	0.00	11.80			160.43	
Balance Carried Fwd			284.63						
Cashbook Totals			456.86	0.00	11.80			445.06	

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New Romney Town Council Current Year

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**Bank Reconciliation Statement as at 31/05/2025
for Cashbook 6 - Corporate Card**

User: 6880.T.MORRIS

<u>Bank Statement Account Name (s)</u>	<u>Statement Date</u>	<u>Page No</u>	<u>Balances</u>
Corporate Card	31/05/2025		0.00
			<u>0.00</u>
<u>Unpresented Payments (Minus)</u>		<u>Amount</u>	
22/05/2025 CORP CARD Amazon		127.19	
24/05/2025 CORP CARD Amazon		7.94	
			<u>135.13</u>
			-135.13
<u>Unpresented Receipts (Plus)</u>			
		0.00	
			<u>0.00</u>
			-135.13
		Balance per Cash Book is :-	-135.13
		Difference is :-	0.00

Date: 03/07/2025

New Romney Town Council Current Year

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Cashbook 6

User: 6880.T.MORRIS

Corporate Card

For Month No: 2

Receipts for Month 2

Nominal Ledger Analysis

<u>Receipt Ref</u>	<u>Name of Payer</u>	<u>£ Amnt Received</u>	<u>£ Debtors</u>	<u>£ VAT</u>	<u>A/c</u>	<u>Centre</u>	<u>£ Amount</u>	<u>Transaction Detail</u>
	Banked: 16/05/2025	408.64						
TRANSFER	Unity Trust Current A/c	408.64			205		408.64	Corporate Card
Total Receipts for Month		408.64	0.00	0.00			408.64	
Balance Carried Fwd		135.13						
Cashbook Totals		543.77	0.00	0.00			543.77	

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New Romney Town Council Current Year

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Cashbook 6

User: 6880.T.MORRIS

Corporate Card

For Month No: 2

Payments for Month 2

Nominal Ledger Analysis

<u>Date</u>	<u>Payee Name</u>	<u>Reference</u>	<u>£ Total Amnt</u>	<u>£ Creditors</u>	<u>£ VAT</u>	<u>A/c</u>	<u>Centre</u>	<u>£ Amount</u>	<u>Transaction Detail</u>
Balance Brought Fwd :			405.64					405.64	
02/05/2025	Lloyds Bank	CORP CARD	3.00			4305	275	3.00	Lloyds Bank - Fee - TM
22/05/2025	Amazon	CORP CARD	127.19		21.20	4130	221	105.99	Amazon - MCC - First A
						344	0	-105.99	Amazon - MCC - First A
						6000	221	105.99	Amazon - MCC - First A
24/05/2025	Amazon	CORP CARD	7.94		1.32	4145	222	6.62	Amazon - MCC - Call Point Keys
Total Payments for Month			138.13	0.00	22.52			115.61	
Cashbook Totals			543.77	0.00	22.52			521.25	

Date:03/07/2025

New Romney Town Council Current Year

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**Bank Reconciliation Statement as at 31/05/2025
for Cashbook 7 - Lloyds Bank I/A Online Saver**

User: 6880.T.MORRIS

<u>Bank Statement Account Name (s)</u>	<u>Statement Date</u>	<u>Page No</u>	<u>Balances</u>
Lloyds Bank I/A Online Saver	31/05/2025		1,201,534.76
			<u>1,201,534.76</u>
<u>Unpresented Payments (Minus)</u>		<u>Amount</u>	
		0.00	
			<u>0.00</u>
			1,201,534.76
<u>Unpresented Receipts (Plus)</u>			
		0.00	
			<u>0.00</u>
			1,201,534.76
		Balance per Cash Book is :-	1,201,534.76
		Difference is :-	0.00

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Cashbook 7

User: 6880.T.MORRIS

Lloyds Bank I/A Online Saver

For Month No: 2

Receipts for Month 2

Nominal Ledger Analysis

<u>Receipt Ref</u>	<u>Name of Payer</u>	<u>£ Amnt Received</u>	<u>£ Debtors</u>	<u>£ VAT</u>	<u>A/c</u>	<u>Centre</u>	<u>£ Amount</u>	<u>Transaction Detail</u>
Balance Brought Fwd :		1,419,807.65					1,419,807.65	
INTEREST	Banked: 09/05/2025	1,727.11						
INTEREST	Lloyds Bank	1,727.11			1080	275	1,727.11	Lloyds Bank - Interest
					337		1,727.11	Lloyds Bank - Interest
					6001	275	-1,727.11	Lloyds Bank - Interest
Total Receipts for Month		1,727.11	0.00	0.00			1,727.11	
Cashbook Totals		1,421,534.76	0.00	0.00			1,421,534.76	

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Cashbook 7

User: 6880.T.MORRIS

Lloyds Bank I/A Online Saver

For Month No: 2

Payments for Month 2

Nominal Ledger Analysis

<u>Date</u>	<u>Payee Name</u>	<u>Reference</u>	<u>£ Total Amnt</u>	<u>£ Creditors</u>	<u>£ VAT</u>	<u>A/c Centre</u>	<u>£ Amount</u>	<u>Transaction Detail</u>
12/05/2025	Lloyds Bank Business A/c	TRANSFER	200,000.00			210	200,000.00	T/F - Lloyds IA OL to Lloyds
20/05/2025	Lloyds Bank Business A/c	TRANSFER	20,000.00			210	20,000.00	T/F - Lloyds IA OL to Lloyds
Total Payments for Month			220,000.00	0.00	0.00		220,000.00	
Balance Carried Fwd			1,201,534.76					
Cashbook Totals			1,421,534.76	0.00	0.00		1,421,534.76	

CAPITAL PROJECTS REPORT

(i) Maude Community Centre Project Update Report

The Maude Community Centre and Annex Building were officially opened on Friday 25th July 2025 by the Lord Lieutenant of Kent, The Lady Colgrain, accompanied by the Right Worshipful the Mayor of New Romney, Councillor John Rivers in the presence of the High Sheriff of Kent and other civic dignitaries and guests. The building was blessed by the Mayor's Chaplain.

Opening Week events then included a community concert, children's party, quiz night and daily coffee and cake tours. The NHS Health Bus was also in attendance on Monday 28th July for free health checks. Over the course of the opening week, in the region of 700 visitors took the opportunity to have a look around these brand new facilities whilst enjoying the opportunity to socialise with other members of the local community.

Several bookings have already been taken as a result of the opening week events and initial publicity, including bookings for wedding receptions, birthday parties, community choir rehearsals, meetings and a conference - and more enquiries are being received. A new page has been established on the Town Council website entitled 'Halls for Hire'. Visitors to this page can find photographs and information about the Maude Community Centre (including the Maude Hall and the Imbert Room), together with booking forms and terms and conditions of hire. This page also includes photographs, information and documentation relating to the Assembly Rooms.

There are still some snagging issues being dealt with – including a number of missing keys and areas of water pooling, which are being monitored; issues with lighting sensors and switches have now been resolved – both internally and externally, as have issues with ease of closure of two or three internal doors.

Arrangements are currently in hand in respect of a formal project review, to be undertaken by the NRTC Project Steering Group together with the Synergy Project Management Team.

Town Clerk – 4th August 2025

(ii) Maude Community Centre Project Financial Update Report



FINANCIAL REPORT NR 15

THE MAUDE COMMUNITY CENTRE

at

NEW ROMNEY TOWN COUNCIL

for

New Romney Town Council

14 July 2025

Project Ref: 14032

THE MAUDE COMMUNITY CENTRE

FINANCIAL REPORT

Report Nr.15



NOTES/ COMMENTS

Date: 14 Jul 2025

Ref. Description

- 1 Works continue in accordance with Kent Structures Ltd's construction programme
- 2 An extension of time has been previously issued to cover for the nesting bird ecology matters and for the intrusive UXO survey, and an overall award of 15 working days has been granted.
- 3 A further award of three weeks has now been granted due to delays with the UKPN meter and connection works, and the additional S278 Highways Works requested by KCC.
- 4 The revised Contract Completion date has been extended to 17th June 2025.
- 5 Practical Completion was certified on 4th July 2025.
- 6 Five formal Contract Instructions have been issued to date
- 7 Additional variations currently awaiting formal instruction are identified in Appendix B together with associated costs
- 8 Adjustment of Provisional Sum expenditure (excluding Contingency) will be identified in Appendix C
- 9 Key changes in the since the last report include:
 - Review and finalisation of remaining variation costs
 - Ducting for EV and floodlight supply
 - Memorial stones mounted and affixed to the building
 - Supply of hand dryers
- 10 The combined further effect of variations, anticipated variations and provisional sum expenditure in the intervening period is shows a reduction in costs of circa £10,000.
- 11 In line with reporting from last period, we have excluded any remaining contingency monies, and the cost report now only shows projected construction costs and Fees.
- 12 The sixteenth valuation has been carried out in the intervening period, and the cashflow section of the Cost Report has been updated to reflect the gross value of works to date.

THE MAUDE COMMUNITY CENTRE

Employer New Romney Town Council Town Hall, High Street New Romney TN28 8BT				Report No: 15
Employers Agent Synergy Construction & Property Consultants LLP 8 / 9 Faraday Road Guildford GU1 1EA				Date of Issue: 14-Jul-25
Contractor Kent Structures Ltd Unit 6, The Glenmore Centre Moat Way, Ashford TN24 0TL				Reference: SY14032
Contract Dates:	Possession: 29-Apr-24	Completion 28-Apr-25	Extended to: 17-Jun-25	Contract dated: 06-Mar-24
Contract Period (in weeks)	Total Weeks 59	Weeks elapsed 63	Weeks Remaining 0	
CONTRACT SUM Less Contingency Related Allowances				£3,291,506 £0 £3,291,506
EMPLOYER'S AGENT INSTRUCTIONS: Actual as Appendix A				
Anticipated as Appendix B				
PROVISIONAL SUMS : See Appendix C				
CLAIMS 30 working days claimed and authorised by EA				
Sub-total				£3,399,832
Employer contingency remaining				£0
ANTICIPATED FINAL COST OF MAIN CONTRACT WORKS				£3,399,832
ADDITIONAL CLIENT ITEMS: See Appendix D				£0
PROFESSIONAL FEES: - See Appendix E				£120,005
Sub-total				£3,519,837
VALUE ADDED TAX (on construction costs and all fees except planning fee)				EXCLUDED
ANTICIPATED TOTAL FINAL COST OF WORKS				£3,519,837
Delays and Extension of Time				
Delays notified by Contractor to Employers Agent 30 days				
Extension of Time Granted by Employers Agent 30 days				
Extended date for Completion 17-Jun-25				
Actual Completion 04-Jul-25				
				Approved by: J Cook Signed:  Date: 14/07/2025

APPENDIX A - EMPLOYER'S AGENT INSTRUCTIONS

Instruction/ Variation	Brief Description		
		Omit	Add
	<u>EMPLOYER'S AGENT INSTRUCTIONS</u>		
CI Nr. 1	Kent Structures to provide groundhog cabin and subsequent temporary generator for site power until installation of meter	Offset from Prov Sums	
CI Nr. 2	Kent Structures to undertake intrusive UXO survey prior to piling works		£13,310
CI Nr. 3	1a. Provision of 2nr commando sockets		£992
	1b. Additional cost for chrome socket faceplates etc		£696
	2. Fire and intruder alarm monitoring system		£2,515
	3. Additional containment for future access control / intercom		£415
CI Nr. 4	Repair damaged culvert / pipe for foul sewer	Separate budget	
CI Nr. 5	1. Omit Provisional Sum for Additional External Works	See Provisional Sums	
	2. Proceed with additional S278 Highway Works	See Provisional Sums	
	3. Provide foul drain to bin store	See Provisional Sums	
	4. Proceed with additional parking spaces to meet Planning	See Provisional Sums	
	5. Install fencing and hoop barriers	See Provisional Sums	
	6. Proceed with drop down shower seats etc		£719
	7. provide EV charger for NRTC use	See Provisional Sums	
	8. Proceed with new kitchen to Annex	See Provisional Sums	
	9. Proceed with new kitchen to Community Hall	See Provisional Sums	
	10. Proceed with new kitchen to Pavilion	See Provisional Sums	
	11. Proceed with design for new soft landscaping	See Provisional Sums	
	Carried forward	£0	£18,646

APPENDIX B - POTENTIAL VARIATIONS AWAITING INSTRUCTION

[illegible]

14032 Maude Community Centre Cost Report Nr 15

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APPENDIX C - PROVISIONAL SUMS

Item	Brief Description	Tender allowance	Omit	Add
	<u>PROVISIONAL SUMS</u>			
	<u>Employer Provisional Sums for Defined Works</u>			
A	Boot cleaning area	£7,500	(£7,500)	£3,345
B	Additional client fit out: Notice boards etc	£5,000	(£5,000)	£0
C	Building external signage	£3,000	(£3,000)	By Employer
D	Additional acoustic measures	£25,000	(£25,000)	£14,067
E	Additional external works	£50,000	(£50,000)	
	Foul drain to bin store			£2,486
	Additional S278 highways works			£37,012
	Vehicle entrance barrier			£6,339
	Extension of car park for additional spaces			£7,665
	Site fencing excluding hoop protectors			£8,476
	1200 high fencing in lieu of hoops			£3,600
	Soft planting and landscape			£5,305
	EV Charging points including infrastructure			£2,800
	Additional EOT costs for UKPN and S278 delays			£8,581
	Additional delays due to S278 suspension			£0
	Additional drainage works required by LA			£14,059
	<u>Contractor Included Provisional Sums</u>			
	Kitchen / bar fit out & reception desks			
F	Annex kitchen	£7,500	(£7,500)	£8,118
G	Pavilion - ground floor kitchen and bar	£10,000	(£10,000)	£18,902
H	Pavilion - first floor kitchen, bar and servery	£10,000	(£10,000)	£21,851
I	Annex reception and counter	£3,500	(£3,500)	£0
J	Incoming mains services supplies	£40,000	(£40,000)	£32,106
K	Covered cycle canopy and bike racks	£15,000	(£15,000)	£16,155
	Employer Contingencies		See Summary	
	Carried forward	£176,500	(£176,500)	£210,866

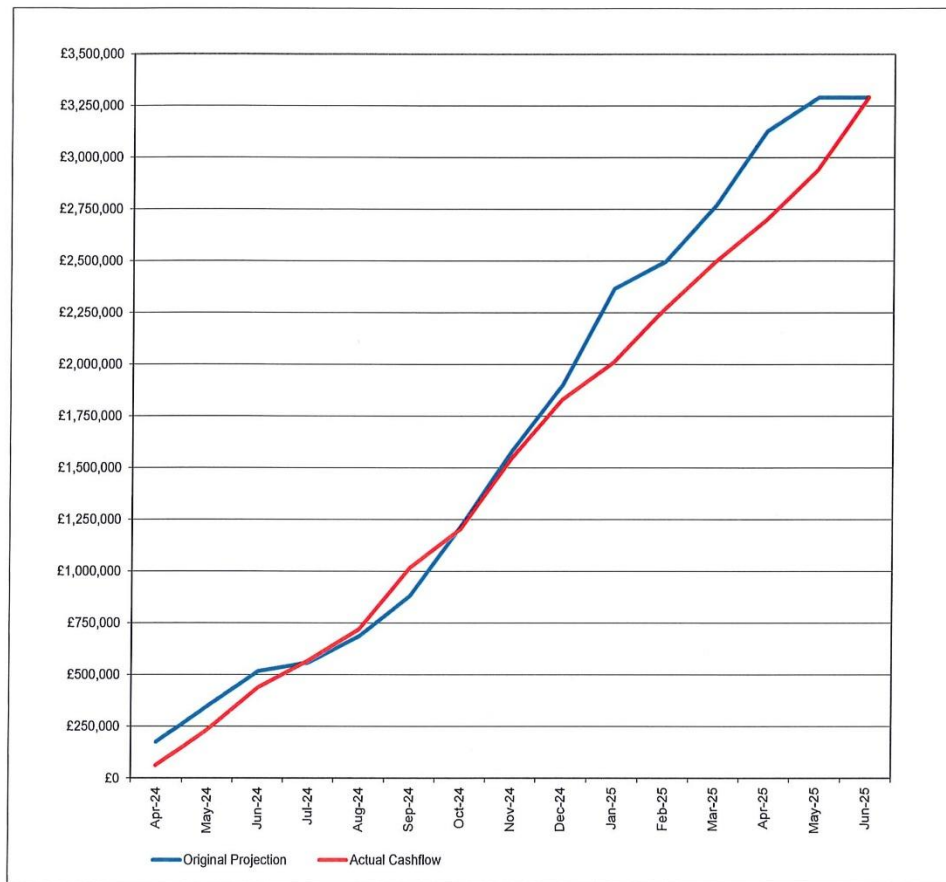
APPENDIX E - PROFESSIONAL AND OTHER FEES

[illegible]

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APPENDIX F - PROJECT CASHFLOW



ORIGINAL PROJECTION						ACTUAL CASHFLOW / REVISED PROJECTION					
	Val Due Date	Gross Projection	Retention	Nett	Previous	Monthly Payment	Gross value	Retention	Nett	Previous	Monthly Payment
1	15-Apr-24	£175,000	-£5,250	£169,750	£0	£169,750	£62,599	-£1,878	£60,721	£0	£60,721
2	13-May-24	£350,000	-£10,500	£339,500	£169,750	£169,750	£233,170	-£6,995	£226,175	£60,721	£165,454
3	13-Jun-24	£518,989	-£15,570	£503,419	£339,500	£163,919	£438,608	-£13,158	£425,450	£226,175	£199,275
4	15-Jul-24	£560,432	-£16,813	£543,619	£503,419	£40,200	£568,359	-£17,051	£551,308	£425,450	£125,858
5	13-Aug-24	£687,540	-£20,626	£666,914	£543,619	£123,295	£719,680	-£21,590	£698,090	£551,308	£146,782
6	13-Sep-24	£881,995	-£26,460	£855,535	£666,914	£188,621	£1,017,301	-£30,519	£986,782	£698,090	£288,692
7	14-Oct-24	£1,219,229	-£36,577	£1,182,652	£855,535	£327,117	£1,205,636	-£36,169	£1,169,467	£986,782	£182,685
8	13-Nov-24	£1,581,424	-£47,443	£1,533,981	£1,182,652	£351,329	£1,546,868	-£46,406	£1,500,462	£1,169,467	£330,996
9	13-Dec-24	£1,900,762	-£57,023	£1,843,739	£1,533,981	£309,758	£1,830,456	-£54,914	£1,775,542	£1,500,462	£275,079
10	13-Jan-25	£2,367,431	-£71,023	£2,296,408	£1,843,739	£452,669	£2,010,738	-£60,322	£1,950,416	£1,775,542	£174,874
11	13-Feb-25	£2,496,773	-£74,903	£2,421,870	£2,296,408	£125,462	£2,268,593	-£68,058	£2,200,535	£1,950,416	£250,119
12	13-Mar-25	£2,770,305	-£83,109	£2,687,196	£2,421,870	£265,326	£2,497,955	-£74,939	£2,423,016	£2,200,535	£222,481
13	14-Apr-25	£3,129,024	-£93,871	£3,035,153	£2,687,196	£347,957	£2,699,416	-£66,453	£2,632,963	£2,423,016	£209,947
14	13-May-25	£3,291,506	-£49,373	£3,242,133	£3,035,153	£206,980	£2,939,032	-£72,932	£2,866,100	£2,632,963	£233,137
15	13-Jun-25	£3,291,506	-£49,373	£3,242,133	£3,242,133	£0	£3,292,398	-£82,908	£3,209,490	£2,866,100	£343,389
16	14-Jul-25	£3,291,506	-£49,373	£3,242,133	£3,242,133	£0	£3,383,109	-£50,747	£3,332,362	£3,209,490	£122,873
17	14-Aug-25	£3,291,506	-£49,373	£3,242,133	£3,242,133	£0	£3,399,832	-£50,997	£3,348,835	£3,332,362	£16,472
18	05-May-26	£3,291,506	£0	£3,291,506	£3,242,133	£49,373	£3,399,832	£0	£3,399,832	£3,348,835	£50,997
TOTAL						£3,291,506					£3,399,832

Note: All figures are exclusive of VAT, which shall be charged at the prevailing rate where applicable

Sports Pavilion Tenancy Agreement

Subsequent to Council approval for the issue of a 12 month fixed-term lease to be issued, signed and sealed in respect of the Maude Community Centre Ground Floor Pavilion, the Maude Pavilion Facilities Association – which is the umbrella association that includes New Romney Football Club, New Romney Youth Football and New Romney & Littlestone Cricket Club – requested that the originally offered 10 year fixed-term lease with a year five break clause be issued instead, with an additional 12 month break clause and amended rent charge clause to identify the phased rent charges in years one to three followed by subsequent annual rent charge increases in line with inflation.

The reason for the afore-mentioned request is to minimise associated legal expenditure as this would mitigate the necessity to re-visit this process in 12 months' time to issue a new 10 year fixed-term lease once the 12 month' lease ends. Whilst this would save expenditure for the sports clubs, it would also, in fact, minimise the Council's public expenditure in the same way, therefore, it is a very sensible approach.

Having made enquiries of the Town Council's solicitor, it is possible (and the most cost-effective approach) to amend the existing draft 10 year lease to incorporate the additional (12 month) break clause and to edit the rent charges to identify the approved charges from years one to three and the subsequent transfer to annual inflationary rises thereafter. The solicitor is ready to make these amendments so that the lease can be issued at the earliest opportunity, subject to Council approval. Simultaneously, the sports clubs have advised that registration of the Maude Pavilion Facilities Association as a legal entity is now in hand.

Recommended Actions:

Noting that income / expenditure accounts and associated bank statements for 2024-25 have been received from New Romney Football Club, New Romney Youth Football and New Romney & Littlestone Cricket Club, as requested:

- (i) To formally approve the issue of a 10 year fixed-term lease agreement* relating to the Maude Community Centre Ground Floor Sports Pavilion (see attached draft lease – issue of same to be approved with identified amendments); to be officially signed and sealed with the Town Seal as a legal deed.

(ii) To authorise the Clerk to undertake all actions as may be required to effect the completion and exchange of the aforementioned deed.

*Afore-mentioned lease agreement approved as presented, with agreed amendments to include break clauses at 12 months as well as 5 years and to identify rent charges, as below:

Year One: £120 per month

Year Two: £200 per month

Year Three: £280 per month

Year Four (and subsequent years): Annual increase in line with inflation

Dated

2025

THE CINQUE PORT TOWN OF NEW ROMNEY

and

[TBC]

LEASE

relating to

Ground Floor, New Romney Sports Pavilion, Station Road, New Romney TN28 8LQ



39 St Margaret's Street
Canterbury
Kent
CT1 2TX

Tel: 01227 763939

Ref: CW/NE1031/0008

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LR1. Date of lease

LR2. Title number(s)

LR2.1 Landlord's title number(s)

K815301

LR2.2 Other title numbers

None

LR3. Parties to this Lease

Landlord

The Cinque Port Town of New Romney
Town Hall, New Romney, Kent TN28 8BT

Tenant

[[COMPANY] NAME]

[[REGISTERED OFFICE] ADDRESS]

[COMPANY REGISTERED NUMBER]

Other parties

None

Guarantor

None

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.

See the definition of "Property" in Clause 1.1 and Schedule 1 of this Lease.

The Property is let without the benefit of any existing easements or other rights which are appurtenant to the whole or any part of the Estate.

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.

None.

LR5.2 This Lease is made under, or by reference to, provisions of:

None.

LR6. Term for which the Property is leased

The term specified in the definition of "Contractual Term" in Clause 1.1 of this Lease.

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.

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

None.

LR11. Easements

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

The easements set out in paragraph 1 of Schedule 2 to this Lease are granted by this Lease for the benefit of the Property.

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

The easements set out in paragraph 1 of Schedule 3 to this Lease are granted or reserved over the Property for the benefit of other property.

LR12. Estate rentcharge burdening the Property

None.

LR13. Application for standard form of restriction

None.

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

None

THIS LEASE IS DATED

PARTIES

- (1) **THE CINQUE PORT TOWN OF NEW ROMNEY** of Town Hall, New Romney, Kent TN28 8BT (**Landlord**);
- (2) [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] OR [INDIVIDUAL NAME] of [INDIVIDUAL ADDRESS] (**Tenant**); and

BACKGROUND

- (A) The Landlord is the freehold owner of the Estate.
- (B) The Property forms part of the Estate.
- (C) The Landlord has agreed to grant a lease of the Property to the Tenant on the terms set out in this Lease.

AGREED TERMS

1. Interpretation

The following definitions and rules of interpretation apply in this Lease.

1.1 Definitions:

Annual Rent	rent at an initial rate of £3,360 per annum and then as revised under Schedule 5.
Authorised Person	any: <ol style="list-style-type: none">(a) workers, contractors or agents of the Tenant or of any person referred to in paragraph (a) of this definition; or(b) person at the Property or the Estate with the actual or implied authority of the Tenant or any person referred to in paragraph (a) or paragraph (b) of this definition.
Break Date	A date which is at least six months after service of the Break Notice.
Break Notice	written notice to terminate this Lease specifying the relevant Break Date and served in accordance with clause 38.
Building	shall: <ol style="list-style-type: none">(a) be the land and building of which the Property forms part and shown edged blue on Plan 1;(b) include any adjoining or neighbouring land and buildings that the Landlord from time to time designates as being part of the Building and any alteration, addition or improvement made from time to

	time to any land or buildings forming part of the Building at any time; and
	(c) exclude any land and buildings that the Landlord from time to time designates as not being part of the Building.
Business Rates	Non domestic rates levied by the local council for the area in which the Property is situated.
Car Park	the car park shown edged green on Plan 1 or such alternative area designated from time to time by the Landlord in accordance with paragraph 1.6.1 of Schedule 3.
Contractual Term	a term of ten years from and including the date of this Lease to and including [DATE].
Default Interest Rate	4% per annum above the Interest Rate.
Estate	the land and buildings registered under title number K815301 and shown edged red on Plan 2 but excluding the land edged green on that plan.
Estate Common Parts	subject to paragraph 1.6 of Schedule 3, the parts of the Estate that are provided from time to time by the Landlord for common use by the tenants and occupiers of the Estate and their employees, agents, licensees and visitors.
Estate Damage	damage to or destruction of the Building or the Estate Common Parts (excluding the Items forming part of the Building or the Estate Common Parts) that makes the Property wholly or partially unfit for occupation and use or inaccessible.
Excluded Insurance Items	any tenant's fixtures that are installed by or for the tenant, any undertenant or occupier of any part of the Building or on the Estate Common Parts.
Expert	an independent surveyor: <ul style="list-style-type: none"> (a) who is a Member or Fellow of the Royal Institution of Chartered Surveyors; (b) with at least ten years' post-qualification experience including relevant experience in the subject matter of the dispute; and (c) appointed in accordance with clause 42.
Inherent Defect	a defect in the design, materials, workmanship, supervision of contractors, or site preparation works in connection with the construction of the Building.
Insolvency Event	subject to clause 1.15, any one or more of the following which are applicable to the Tenant:

- (a) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant;
- (b) the making of an application for an administration order or the making of an administration order in relation to the Tenant;
- (c) the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to the Tenant;
- (d) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant;
- (e) the commencement of a voluntary winding-up in respect of the Tenant, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies;
- (f) the making of a petition for a winding-up order or a winding-up order in respect of the Tenant;
- (g) the striking-off of the Tenant or any guarantor from the Register of Companies or the making of an application for the Tenant to be struck-off;
- (h) the Tenant or any guarantor otherwise ceasing to exist (but excluding where the Tenant dies);
- (i) the making of an application for a bankruptcy order, the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant;
- (j) the making of an application to court for, or obtaining, a moratorium under Part A1 of the Insolvency Act 1986 in relation to the Tenant; or
- (k) the levying of any execution or other such process on or against, or taking control or possession of, the whole or any part of the Tenant's assets.

Insured Risks

(except to the extent any of the following are Uninsured Risks) fire, explosion, lightning, earthquake, tempest, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, damage to underground water, oil or gas pipes or electricity wires or cables, impact by aircraft and aerial devices and articles dropped from them, impact by vehicles,

terrorism, subsidence, ground slip, heave, riot, civil commotion, strikes, labour or political disturbances, malicious damage, and any other risks against which the Landlord decides to insure against from time to time and **Insured Risk** means any one of the Insured Risks.

Interest Rate	the base rate from time to time of National Westminster Bank PLC or, if that base rate stops being used or published, a comparable commercial rate specified by the Landlord (acting reasonably).
IPT	Insurance Premium Tax chargeable under the Finance Act 1994 or any similar replacement or additional tax.
LPA 1925	Law of Property Act 1925.
LTA 1954	Landlord and Tenant Act 1954.
LTCA 1995	Landlord and Tenant (Covenants) Act 1995.
Monthly Payments	The Annual Rent, and the Business Rates which are together payable on a monthly basis pursuant to clause 4
Parking Spaces	any parking spaces within the Car Park that the Tenant or any Authorised Person uses in exercise of the Right granted at paragraph 1.4 of Schedule 2.
Permitted Use	Use as a sports pavilion providing changing and showering facilities and a club room for use by New Romney football and cricket clubs and visiting teams attending for matches.
Plan 1	the plan annexed to this Lease at Appendix A.
Plan 2	the plan annexed to this Lease at Appendix B.
President	the president for the time being of the Royal Institution of Chartered Surveyors or a person acting on their behalf.
Property	the property described in Schedule 1.
Rates and Taxes	<p>all present and future rates, taxes and other impositions and outgoings payable in respect of the Property, its use and any works carried out there (or a fair proportion of the total cost of those rates, taxes, impositions and outgoings if any are payable in respect of the Property together with any other property) but excluding Business Rates and any taxes:</p> <ul style="list-style-type: none"> (a) payable by the Landlord in connection with any dealing with or disposition of the reversion to this Lease; or (b) (except VAT) payable by the Landlord by reason of the receipt of any of the Rents due under this Lease.
Reinstatement Cost	the full cost of reinstatement taking into account inflation of building costs and including any costs of demolition, site

	clearance, site protection, shoring up, professionals' and statutory fees and incidental expenses and any other work that may be required by law and any VAT on all such costs, fees and expenses.
Rents	the rents set out in clause 2.2.
Rent Commencement Date	the date of this Lease.
Rent Payment Dates	the first day of each calendar month.
Reservations	the rights excepted and reserved in paragraph 1 of Schedule 3.
Rights	the rights granted in paragraph 1 of Schedule 2.
Service Media	all media for the supply or removal of Utilities and all structures, machinery and equipment ancillary to those media.
Signs	signs, fascia, placards, boards, posters and advertisements.
Tenant Damage	damage or destruction caused by an act or omission of the Tenant or any Authorised Person.
Term	the Contractual Term.
Termination Date	the date on which this Lease determines (however it determines).
Third Party Rights	the matters set out in Schedule 4.
Uninsured Risks	any of the risks specified in the definition of Insured Risks where such risks are not insured against at the date of the relevant damage or destruction because of an exclusion imposed by the insurers or insurance for such risks was not available in the London insurance market on reasonable terms acceptable to the Landlord at the time the insurance policy was entered into and Uninsured Risk means any one of the Uninsured Risks.
Utilities	any electricity, gas, water, sewage, air-conditioning, heating, energy, telecommunications, wifi, data and all other services and utilities supplied to the Property.
Utility Costs	all costs in connection with the supply or removal of Utilities to or from the Property (or a fair proportion of the total cost if any of those costs are payable in respect of the Property together with any other property).
VAT	value added tax or any equivalent tax chargeable in the UK.

- 1.2 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.
- 1.3 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.
- 1.4 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.
- 1.5 Clause, Schedule and paragraph headings shall not affect the interpretation of this Lease.
- 1.6 A reference to:
- 1.6.1 the **Landlord** includes a reference to the person entitled to the immediate reversion to this Lease;
- 1.6.2 the **Tenant** includes a reference to its successors in title and assigns;
- 1.7 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.
- 1.8 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.9 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.10 The expressions **landlord covenant** and **tenant covenant** each has the meaning given to it by the LTCA 1995.
- 1.11 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.
- 1.12 References to:
- 1.12.1 the consent of the Landlord are to the consent of the Landlord given in accordance with clause 41.1; and
- 1.12.2 the approval of the Landlord are to the approval of the Landlord given in accordance with clause 41.3.
- 1.13 Unless the context otherwise requires, references to the **Building**, the **Estate**, the **Estate Common Parts**, and the **Property** are to the whole and any part of them or it.
- 1.14 Unless the context otherwise requires, any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.15 For the purposes of the definition of **Insolvency Event**:

1.15.1 where any of the paragraphs in that definition apply in relation to:

- (a) a partnership or limited partnership (as defined in the Partnership Act 1890 and the Limited Partnerships Act 1907 respectively), that paragraph shall apply subject to the modifications referred to in the Insolvent Partnerships Order 1994 (SI 1994/2421) (as amended); and
- (b) a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000), that paragraph shall apply subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (SI 2001/1090) (as amended); and

1.15.2 **Insolvency Event** includes any analogous proceedings or events that may be taken pursuant to the legislation of another jurisdiction in relation to a tenant or guarantor incorporated or domiciled in such relevant jurisdiction.

- 1.16 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.17 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.18 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.
- 1.19 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.
- 1.20 If any provision or part-provision of this Lease is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Lease.

2. Grant

2.1 The Landlord lets the Property to the Tenant:

- 2.1.1 for the Contractual Term;
- 2.1.2 with full title guarantee;
- 2.1.3 together with the Rights;
- 2.1.4 excepting and reserving the Reservations; and
- 2.1.5 subject to the Third Party Rights.

2.2 The grant in clause 2.1 is made with the Tenant paying as rent to the Landlord:

- 2.2.1 the Monthly Payments;
- 2.2.2 the Utilities Costs on demand;
- 2.2.3 all interest payable under this Lease; and

2.2.4 all other sums payable under this Lease.

3. Tenant covenants

The Tenant covenants with the Landlord to observe and perform the tenant covenants of this Lease during the Term or (if earlier) until the Tenant is released from the tenant covenants of this Lease by virtue of the LTCA 1995.

4. Payment of Monthly Payments

4.1 The Tenant must pay the Monthly Payments by twelve equal instalments in advance on or before the Rent Payment Dates except that:

4.1.1 the Tenant must pay the first instalment of the Monthly Payments on the Rent Commencement Date; and

4.1.2 that first instalment of the Monthly Payments shall be the proportion of the Monthly Payments calculated on a daily basis for the period from and including the Rent Commencement Date to and including the day before the next Rent Payment Date after the Rent Commencement Date.

5. Payment method

5.1 The Tenant must pay all sums payable to the Landlord under this Lease by:

5.1.1 electronic means from an account held in the name of the Tenant to the account notified from time to time to the Tenant by the Landlord; or

5.1.2 any other method that the Landlord reasonably requires from time to time and notifies to the Tenant.

6. No set-off

The Tenant must pay all sums payable under this Lease in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7. Interest

7.1 If any of the Annual Rent or any other sum payable by the Tenant under this Lease has not been paid within five working days of its due date (whether it has been formally demanded or not), the Tenant must pay to the Landlord interest on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on that amount on a daily basis for the period beginning on and including its due date to and including the date of payment.

7.2 If the Landlord does not demand or accept any of the Annual Rent or any other sum due from, or tendered by, the Tenant under this Lease because the Landlord reasonably believes that the Tenant is in breach of any of the tenant covenants of this Lease, then, when that amount is accepted by the Landlord, the Tenant must pay to the Landlord interest on that amount at the Interest Rate. Such interest shall accrue on that amount on a daily basis for the period beginning on and including its due date to and including the date it is accepted by the Landlord.

8. Business Rates and other Rates and Taxes

- 8.1 The Tenant must pay directly to the relevant authority all Rates and Taxes which are not included in the Monthly Payments.
- 8.2 The Landlord shall inform the Tenant annually of the amount of Business Rates applicable to the Property, and such sum shall be payable by the Tenant as twelve equal payments to be included in the Monthly Payments.
- 8.3 The Tenant must not make any proposal to alter the rateable value of the Property (or that value as it appears on any draft rating list) without the approval of the Landlord.

9. Reimbursement of costs relating to common items and replacement of damaged glass

Except to the extent that such costs are included with the Monthly Payments the Tenant must pay to the Landlord on demand:

- 9.1 a fair proportion of all costs payable by the Landlord for the maintenance, repair, lighting, cleaning and renewal of all Service Media, structures and other items not on or in the Estate but used or capable of being used by the Estate in common with other land.
- 9.2 any costs incurred by the Landlord in complying with clause 12.3.3 to the extent that those costs arise due to Tenant Damage.

10. Costs

- 10.1 The Tenant must pay on demand and on a full indemnity basis the costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses (whether incurred before or after the Termination Date) in connection with, or in contemplation of, any of the following:

- 10.1.1 the enforcement of the tenant covenants of this Lease;
- 10.1.2 serving any notice or taking any proceedings in connection with this Lease under section 146 or 147 of the LPA 1925 (notwithstanding that forfeiture is avoided otherwise than by relief granted by the court);
- 10.1.3 serving any notice in connection with this Lease under section 17 of the LTCA 1995;
- 10.1.4 the preparation and service of a schedule of dilapidations in connection with this Lease ; or
- 10.1.5 any consent or approval applied for under:
 - this Lease, whether or not it is granted (unless the consent or approval is unreasonably withheld by the Landlord).

11. Prohibition of dealings

- 11.1 The Tenant must not:
 - 11.1.1 assign, underlet, charge, part with or share possession or occupation of the whole or part of either this Lease or the Property; or

11.1.2 assign, part with or share any of the benefits or burdens of this Lease, or in any interest derived from it, whether by a virtual assignment or other similar arrangement; or

11.1.3 hold the lease on trust for any person (except pending registration of a dealing permitted by this Lease at HM Land Registry or by reason only of joint legal ownership).

12. Repair

12.1 Subject to the provisions of clause 12.3 the Tenant must:

12.1.1 keep the Property in good repair and condition;

12.1.2 maintain the sports pitches within the Estate to the recommended Football Association standard for natural grass pitches.

12.1.3 ensure that any Service Media forming part of the Property is kept in good working order;

12.1.4 keep the Property clean, tidy and clear of rubbish; and

12.1.5 inform that Landlord as soon as reasonably possible of any maintenance issues that the Tenant believes are the responsibility of the Landlord.

12.1.6 not interfere with intumescent coating to wood surfaces or any other fire barriers at the Property.

12.2 The Tenant shall not be liable to repair the Property (excluding any Excluded Insurance Items forming part of the Property) to the extent that any disrepair has been caused by:

12.2.1 an Insured Risk unless and to the extent that:

(a) the policy of insurance of the Property has been vitiated or any insurance proceeds withheld in consequence of any act or omission of the Tenant or any Authorised Person (except where the Tenant has paid an amount equal to any insurance money that the insurers refuse to pay in accordance with paragraph 2.1.6 of Schedule 6); or

(b) the insurance cover in relation to that disrepair is limited as referred to in paragraph 1.3 of Schedule 6;

12.2.2 an Uninsured Risk unless such damage is Tenant Damage; or

12.2.3 An Inherent Defect.

12.3 The Landlord shall:

12.3.1 keep the exterior of the Building in good repair and condition.

12.3.2 maintain and keep in good repair and condition the car parking area and adjacent soft landscaping as well as perimeter boundaries and trees around the edges of the sports field.

12.3.3 Maintain and keep in good repair the surface of the area edged in Orange on Plan 1.

12.3.4 replace any cracked or broken glass at the Property subject to the Tenant complying with clause 9.2.

12.3.5 Keep the internal parts of the Property decorated in accordance with principles of good estate management.

13. Alterations

13.1 Except as permitted by this clause 13, the Tenant must not make any:

13.1.1 alteration or addition to the Property; or

13.1.2 opening in any boundary of the Property; or

13.1.3 change to the locks in the Property or the Building (except in the case of emergency following an attempted or actual break in or other unlawful entry to the Property)

13.2 The Tenant may make internal non-structural alterations to the Property only with the express written consent of the Landlord (such consent not to be unreasonably withheld or delayed).

13.3 In the case of any change to the locks in the Property the Tenant shall immediately notify the Landlord and provide at least two sets of keys for the new locks.

14. Signs

14.1 The Tenant must not:

14.1.1 display any Signs inside the Property that are visible from the outside; or

14.1.2 attach any Signs to the exterior of the Property;

except, with the consent of the Landlord (such consent not to be unreasonably withheld or delayed), the erection of on free-standing Sign of a design and size and in a position that are appropriate to the nature and location of the Property and to the Permitted Use.

15. Returning the Property to the Landlord

15.1 The Tenant must return the Property to the Landlord on the Termination Date with vacant possession and in the repair and condition required by this Lease.

15.2 Subject to clause 15.3, the Tenant must by the Termination Date:

15.2.1 remove:

(a) any tenant's fixtures from the Property;

(b) any alterations to the Property undertaken by the Tenant; and

(c) any Signs erected by the Tenant at the Estate; and

- 15.2.2 make good any damage caused to the Estate by the removal of those items and alterations.
- 15.3 If the Landlord gives notice to the Tenant no later than two months before the Termination Date specifying which of the tenant's fixtures, alterations and other matters set out in clause (a) and clause (b) shall not be removed pursuant to clause 15.2, the Tenant must not remove the specified tenant's fixtures, alterations or other matters pursuant to that clause.
- 15.4 On or before the Termination Date, the Tenant must remove from the Property all chattels belonging to or used by it.
- 15.5 The Tenant:
- 15.5.1 irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels or items fixed to the Estate by the Tenant and left by the Tenant for more than ten working days after the Termination Date; and
- 15.5.2 must indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.
- The Landlord shall not be liable to the Tenant by reason of that storage or disposal.

16. Use

- 16.1 The Tenant must not use the Property for any purpose other than the Permitted Use.
- 16.2 The Tenant must not:
- 16.2.1 use the Property for any illegal purposes nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Landlord, the other tenants or occupiers of the Estate or any property that neighbours the Estate;
- 16.2.2 use the Property for the purposes of gaming or gambling;
- 16.2.3 hold any auction at the Property;
- 16.2.4 allow any noise, music, flashing lights, fumes or smells to emanate from the Property so as to cause a nuisance or annoyance to any other tenants or occupiers of the Estate or any property that neighbours the Estate;
- 16.2.5 overload any part of the Estate nor overload or block any Service Media at or serving the Property;
- 16.2.6 allow to pass into the Service Media at or serving the Property any noxious or deleterious effluent or other substance which may damage the Service Media, the Property or any other neighbouring property;
- 16.2.7 store, sell or display any offensive, dangerous, illegal, explosive or highly flammable items at the Property;
- 16.2.8 (except as permitted by the Rights) place or keep any items on any external part of the Property or on the Estate Common Parts without the express written consent of NRTC and subject to evidence that any Local Authority Planning requirements have been met by the tenant;

16.2.9 keep any pets or any other animal, bird, fish, reptile or insect at the Property (except guide dogs or other animals used as aids provided they are not kept at the Property overnight or left unattended); or

16.2.10 allow any person to sleep at or reside on the Property.

16.3 The Tenant must not

16.3.1 use the clubroom or any other part of the Property for the holding of social events at any time.

16.3.2 Use the sports field over which the Tenant has been granted Rights for the holding of any social or non-sporting events except with the express written consent of the Landlord which shall be at the complete discretion of the Landlord.

16.4 The Tenant must provide the Landlord with an initial written risk assessment in respect of all activities to be undertaken by the Tenant at the Property and in exercise of the Rights, such risk assessment to be reviewed and reissued annually thereafter.

17. Use of Parking Spaces

17.1 The Tenant must not:

17.1.1 use any Parking Space for any purpose except to park one roadworthy validly taxed and insured private vehicle belonging to the Tenant or its Authorised Persons in accordance with paragraph 1.4 of Schedule 2;

17.1.2 obstruct any of the entrances to or exits from the Car Park or any other parking spaces in the Car Park;

17.1.3 store on or in any Parking Space any petrol, oil or other inflammable material (except that inside the fuel tank and engine of any vehicle parked on any Parking Space); or

17.1.4 maintain, repair (except for minor mechanical repairs in cases of breakdown or other emergency) or refill the petrol tank of any vehicle parked on any Parking Space.

18. Regulations

The Tenant must observe all regulations made by the Landlord from time to time in accordance with the principles of good estate management and notified to the Tenant relating to the use of the Building, and the Estate and any other neighbouring or adjoining property including (but not limited to) the requirement to adhere to a cleaning and maintenance schedule to be issued by the Landlord.

19. Exercise of the Rights

19.1 The Tenant must exercise the Rights:

19.1.1 only in connection with the Tenant's use of the Property for the Permitted Use; and

19.1.2 in accordance with any regulations made by the Landlord under clause 18; and

19.1.3 in compliance with all laws relating to the Tenant's use of the Property and the Estate.

20. Allow entry

20.1 Subject to clause 20.2, the Tenant must allow all those entitled to exercise any right to enter the Property to enter the Property:

20.1.1 except in the case of an emergency (when no notice shall be required), after having given reasonable notice (which need not be in writing) to the Tenant;

20.1.2 at any reasonable time (whether or not during usual business hours); and

20.1.3 with their workers, contractors, agents and professional advisers.

20.2 The Tenant must allow any person authorised by the terms of a Third Party Right to enter the Property in accordance with that Third Party Right.

21. Keyholders and emergency contact details

21.1 The Tenant must provide to the Landlord in writing the names, addresses, email addresses and telephone numbers of at least two people who each:

21.1.1 hold a full set of keys for the Property;

21.1.2 hold all the access codes for the Tenant's security systems (if any) at the Property; and

21.1.3 may be contacted in case of emergency at any time outside the Tenant's usual business hours.

22. Compliance with laws

22.1 The Tenant must comply with all laws relating to:

22.1.1 the Property and the occupation and use of the Property by the Tenant;

22.1.2 the use or operation of all Service Media and any other machinery and equipment at or serving the Property whether or not used or operated;

22.1.3 any works carried out at the Property;

22.1.4 all materials kept at or disposed of from the Property; and

22.1.5 the exercise of the Rights.

22.2 The Tenant must produce to the Landlord at the commencement of this Lease and thereafter annually on renewal all licences, consents, permits and certificates required for the Tenant lawfully to carry out its activities at the Property and in exercise of the Rights including (but not limited to) such items in connection with the sale of alcohol, the preparation of food and beverages.

22.3 The Tenant must produce to the Landlord within one month of the date of this Lease a written inventory of all fixtures fittings and equipment brought on to and left at the Property by the Tenant. Thereafter the Tenant must give written notice to the Landlord of any changes to this inventory. Without prejudice to the generality of the Tenant's

obligations in this clause, the Tenant must also produce an up to date inventory to the Landlord on demand at any time during the Term.

- 22.4 Within five working days of receipt of any notice or other communication affecting the Property or the Estate (and whether or not served pursuant to any law) the Tenant must (except in the case of any temporary structure for which the Landlord has first consented in writing):

22.4.1 send a copy of the relevant document to the Landlord; and

22.4.2 to the extent that it relates to the Property, take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may require.

- 22.5 The Tenant must not apply for any planning permission for the Property or the Estate.

- 22.6 As soon as the Tenant becomes aware of any defect in the Property, the Tenant must give the Landlord notice of it.

- 22.7 The Tenant must indemnify the Landlord against any liability under the Defective Premises Act 1972 in relation to the Property by reason of any failure of the Tenant to comply with any of the tenant covenants in this Lease.

- 22.8 The Landlord shall keep the Property equipped with all fire prevention, detection and fighting machinery and equipment and fire alarms which are required under all relevant laws or required by the insurers of the Property or reasonably required by the Landlord.

23. Third Party Rights

- 23.1 The Tenant must:

23.1.1 comply with the obligations on the Landlord relating to the Third Party Rights to the extent that those obligations relate to the Property; and

23.1.2 not do anything that may interfere with any Third Party Right.

- 23.2 The Rights are granted subject to the Third Party Rights to the extent that the Third Party Rights affect the parts of the Estate over which the Rights are granted.

24. Registration of this Lease

- 24.1 The Tenant must:

24.1.1 apply to register this Lease at HM Land Registry promptly and in any event within one month following the grant of this Lease;

24.1.2 ensure that any requisitions raised by HM Land Registry in connection with its application to register this Lease at HM Land Registry are responded to promptly and properly; and

24.1.3 send the Landlord official copies of its title within one month of completion of the registration.

25. Closure of registered title and removal of entries in relation to this Lease and easements granted by this Lease

- 25.1 The Tenant must make an application to HM Land Registry to close the registered title of this Lease and remove from the Landlord's title any entries relating to this Lease and any easements granted by this Lease promptly (and in any event within one month) following the Termination Date.
- 25.2 The Tenant must:
- 25.2.1 ensure that any requisitions raised by HM Land Registry in connection with its application to HM Land Registry pursuant to clause 25.1 are responded to promptly and properly; and
- 25.2.2 keep the Landlord informed of the progress and completion of that application.

26. Encroachments and preservation of rights

- 26.1 The Tenant must not permit any encroachment over the Property or permit any easements or other rights to be acquired over the Property.
- 26.2 If any encroachment over the Property is made or attempted or any action is taken by which an easement or other right may be acquired over the Property, the Tenant must:
- 26.2.1 immediately inform the Landlord and give the Landlord notice of that encroachment or action; and
- 26.2.2 at the request and cost of the Landlord, adopt such measures as may be reasonably required or deemed proper for preventing any such encroachment or the acquisition of any such easement or other right.
- 26.3 The Tenant must preserve all rights of light and other easements enjoyed by the Property.
- 26.4 The Tenant must not prejudice the acquisition of any right of light or other easement for the benefit of the Property by obstructing any window or opening or giving any acknowledgement that the right is enjoyed with the consent of any third party or by any other act or default of the Tenant.
- 26.5 If any person takes or threatens to take any action to obstruct or interfere with any easement or other right enjoyed by the Property or any such easement in the course of acquisition, the Tenant must:
- 26.5.1 immediately inform the Landlord and give the Landlord notice of that action; and
- 26.5.2 at the request and cost of the Landlord, adopt such measures as may be reasonably required or deemed proper for preventing or securing the removal of the obstruction or the interference.

27. Indemnity

- 27.1 The Tenant must keep the Landlord indemnified against all liabilities, expenses, costs (including, but not limited to, any solicitors' or other professionals' costs and expenses), claims, damages and losses (including, but not limited to, any diminution in the value

of the Landlord's interest in the Estate and loss of amenity of the Estate) suffered or incurred by the Landlord arising out of or in connection with:

27.1.1 any breach of any tenant covenants in this Lease;

27.1.2 any use or occupation of the Property or the carrying out of any works permitted or required to be carried out under this Lease; or

27.1.3 any act or omission of the Tenant or any Authorised Person.

28. Landlord covenants

The Landlord covenants with the Tenant to observe and perform the landlord covenants of this Lease during the Term.

29. Quiet enjoyment

The Landlord covenants with the Tenant that the Tenant shall have quiet enjoyment of the Property without any interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this Lease.

30. Designation of alternative areas, routes and facilities

30.1 The Landlord must when exercising any right under paragraph 1.6 of Schedule 3:

30.1.1 give the Tenant reasonable notice (except in case of emergency when no notice shall be required);

30.1.2 use reasonable endeavours to designate alternative routes, areas or facilities that are not materially less convenient for the Tenant; and

30.1.3 (except in case of emergency) when exercising its right under paragraph 1.6.2 of Schedule 3 use reasonable endeavours to ensure that access to the relevant Estate Common Parts is prevented or restricted for as short a period as is reasonably practicable

30.2 When exercising the right under paragraph 1.7 of Schedule 3, the Landlord must act reasonably and in the interests of good estate management.

31. Exercise of right of entry

31.1 In exercising any right of entry on to the Property pursuant to paragraph 1.2 of Schedule 3, the Landlord must:

31.1.1 except in case of emergency, give reasonable notice of its intention to exercise that right to the Tenant (which need not be in writing);

31.1.2 where reasonably required by the Tenant, exercise that right only if accompanied by a representative of the Tenant;

31.1.3 cause as little damage as possible to the Property and to any property belonging to or used by the Tenant;

31.1.4 cause as little inconvenience as reasonably possible to the Tenant; and

31.1.5 promptly make good any physical damage caused to the Property by reason of the Landlord exercising that right.

32. Scaffolding

32.1 In relation to any scaffolding erected pursuant to paragraph 1.5 of Schedule 3, the Landlord must:

32.1.1 ensure that the scaffolding causes the least amount of obstruction to the entrance to the Property as is reasonably practicable;

32.1.2 remove the scaffolding as soon as reasonably practicable;

32.1.3 following removal of the scaffolding, make good any damage to the exterior of the Property caused by the scaffolding; and

32.1.4 if the scaffolding obstructs any Signs erected by the Tenant in accordance with this Lease, allow the Tenant to display on the exterior of the scaffolding one sign of a size and design and in a location approved by the Landlord (such approval not to be unreasonably withheld or delayed).

33. Re-entry and forfeiture

33.1 The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any of the following occurs:

33.1.1 the whole or any part of the Rents is unpaid 21 days after becoming payable (whether it has been formally demanded or not);

33.1.2 any breach of any condition of, or tenant covenant in, this Lease; or

33.1.3 an Insolvency Event.

33.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause, this Lease shall immediately end but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant by the Tenant or any guarantor.

34. Section 62 of the LPA 1925, implied rights and existing appurtenant rights

34.1 The grant of this Lease does not create by implication any easements or other rights for the benefit of the Property or the Tenant and the operation of section 62 of the LPA 1925 is excluded.

34.2 The Property is let with the benefit only of the rights set out in Schedule 2.

35. Exclusion of sections 24 to 28 of the LTA 1954

35.1 The parties:

35.1.1 confirm that:

- (a) the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy created by this Lease, [not less than 14 days] before [this Lease **OR** [DETAILS OF AGREEMENT FOR LEASE]] was entered into;

(b) [the Tenant OR [DECLARANT'S NAME] who was duly authorised by the Tenant to do so] made a [statutory] declaration dated [DATE] in accordance with the requirements of section 38A(3)(b) of the LTA 1954; and

(c) there is no agreement for lease to which this Lease gives effect; and

35.1.2 agree that the provisions of sections 24 to 28 of the LTA 1954 are excluded in relation to the tenancy created by this Lease.

36. No restriction on Landlord's use

Nothing in this Lease shall impose or be deemed to impose any restriction on the use by the Landlord of the Estate (excluding the Property) or any other neighbouring or adjoining property.

37. Limitation of liability

The Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this Lease unless the Landlord knows it has failed to perform the covenant (or reasonably should know this) and has not remedied that failure within a reasonable time.

38. Mutual option to break

38.1 Either the Landlord or the Tenant may terminate this Lease by serving a Break Notice on the other party at any time on or after *[insert date of fifth anniversary of this lease]*.

38.2 A Break Notice served by the Tenant shall be of no effect if at the Break Date stated in the Break Notice:

38.2.1 the Tenant has not paid by way of cleared funds any part of the Monthly Payments which were due to have been paid; the Tenant has not vacated the Property and returned the Property to the Landlord free from any occupier or third party right to occupation or possession; or

38.2.2 there is a subsisting material breach of any of the tenant covenants of this Lease relating to the state of repair and condition of the Property.

38.3 Subject to clause 38.2, following service of a Break Notice this Lease shall terminate on the relevant Break Date.

38.4 Termination of this Lease on a Break Date shall not affect any other right or remedy that either party may have in relation to any earlier breach of this Lease.

38.5 If this Lease terminates in accordance with clause 38.3, then, within ten working days of the relevant Break Date, the Landlord must refund to the Tenant the proportion (calculated on a daily basis) of any Annual Rent (and any VAT paid in respect of it) paid in advance by the Tenant for the period from but excluding the relevant Break Date up to but excluding the next Rent Payment Date.

39. Breach of repair and maintenance obligation

39.1 The Landlord may enter the Property at any reasonable time to inspect its condition and state of repair and give the Tenant a notice of any breach of any of the tenant covenants in this Lease relating to the condition or repair of the Property.

- 39.2 Following the service of a notice pursuant to clause 39.1, the Landlord may enter the Property and carry out the required works if the Tenant:
- 39.2.1 has not begun any works required to remedy any breach specified in that notice within two months of the notice or, if works are required as a matter of emergency, immediately; or
- 39.2.2 is not carrying out the required works with all due speed.
- 39.3 The costs incurred by the Landlord in carrying out any works pursuant to clause 39.2 (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand.
- 39.4 Any action taken by the Landlord pursuant to this clause 39 shall be without prejudice to the Landlord's other rights (including those under clause 33).

40. Notices

- 40.1 Except where this Lease specifically states that a notice need not be in writing, any notice given under or in connection with this Lease shall be in writing and given:
- 40.1.1 by hand:
- (a) if the party is a company incorporated in the United Kingdom, at that party's registered office address;
 - (b) if the party is a company not incorporated in the United Kingdom, at that party's principal place of business in the United Kingdom;
 - (c) in any other case, at that party's last known place of abode or business in the United Kingdom; or
- 40.1.2 by pre-paid first-class post or other next working day delivery service:
- (a) if the party is a company incorporated in the United Kingdom, at that party's registered office address;
 - (b) if the party is a company not incorporated in the United Kingdom, at that party's principal place of business in the United Kingdom; or
 - (c) in any other case, at that party's last known place of abode or business in the United Kingdom.
- 40.2 If a notice complies with the criteria in clause 40.1, whether or not this Lease requires that notice to be in writing, it shall be deemed to have been received if:
- 40.2.1 delivered by hand, at the time the notice is left at the proper address; or
- 40.2.2 sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting.
- 40.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

41. Consents and approvals

- 41.1 Where the consent of the Landlord is required under this Lease, a consent shall only be valid if it is given by deed unless:
- 41.1.1 it is given in writing and signed by the Landlord or a person duly authorised on its behalf; and
- 41.1.2 it expressly states that the Landlord waives the requirement for a deed in that particular case.
- 41.2 If a waiver is given pursuant to clause 41.1, it shall not affect the requirement for a deed for any other consent.
- 41.3 Where the approval of the Landlord is required under this Lease, an approval shall only be valid if it is in writing and signed by or on behalf of the Landlord unless:
- 41.3.1 the approval is being given in a case of emergency; or
- 41.3.2 this Lease expressly states that the approval need not be in writing.
- 41.4 If the Landlord gives a consent or approval under this Lease, the giving of that consent or approval shall not:
- 41.4.1 imply that any consent or approval required from a third party has been obtained; or
- 41.4.2 obviate the need to obtain any consent or approval from a third party.

42. Expert determination

- 42.1 This clause 42 applies in relation to any matter referred to an Expert for determination pursuant to paragraph 3.2 of Schedule 5.
- 42.2 The Landlord and Tenant shall agree on the appointment of an Expert and shall agree with the Expert the terms of their appointment.
- 42.3 If the Landlord and Tenant are unable to agree on an Expert or the terms of their appointment within 10 working days of either party serving details of a suggested expert on the other, either party shall then be entitled to request the President to appoint an Expert and agree with the Expert the terms of appointment.
- 42.4 The Expert shall be required to prepare a written decision including reasons and give notice (including a copy) of the decision to the parties within a maximum of 20 working days of the matter being referred to the Expert.
- 42.5 If the Expert dies or becomes unwilling or incapable of acting, or does not deliver the decision within the time required by this clause, then:
- 42.5.1 either party may apply to the President to discharge the Expert and to appoint a replacement Expert with the required expertise; and
- 42.5.2 this clause 42 shall apply to the new Expert as if they were the first Expert appointed.

- 42.6 The parties are entitled to make submissions to the Expert and must provide (or procure that others provide) the Expert with such assistance and documents as the Expert reasonably requires for the purpose of reaching a decision.
- 42.7 The Expert shall act as an expert and not as an arbitrator. The Expert shall determine the matter referred to the Expert under this Lease. The Expert may award interest as part of their decision. The Expert's written decision on the matters referred to them shall be final and binding on the parties in the absence of manifest error or fraud.
- 42.8 The Landlord and Tenant must bear their own costs in relation to the reference to the Expert.
- 42.9 The Landlord and Tenant must bear the Expert's fees and any costs properly incurred by them in arriving at their determination (including any fees and costs of any advisers appointed by the Expert) equally or in such other proportions as the Expert shall direct.
- 42.10 The Landlord and Tenant must act reasonably and co-operate to give effect to the provisions of this clause and otherwise do nothing to hinder or prevent the Expert from reaching their determination.

43. VAT

- 43.1 All sums payable by either party under or in connection with this Lease are exclusive of any VAT that may be chargeable.
- 43.2 A party to this Lease must pay VAT in respect of all taxable supplies made to that party in connection with this Lease on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.
- 43.3 Every obligation on either party, under or in connection with this Lease, to pay any sum by way of a refund or indemnity, includes an obligation to pay an amount equal to any VAT incurred on that sum by the receiving party (except to the extent that the receiving party obtains credit for such VAT).

44. Joint and several liability

Where a party comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of that party arising under this Lease. The party to whom those obligations and liabilities are owed may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

45. Entire agreement

- 45.1 This Lease constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.
- 45.2 Each party acknowledges that in entering into this Lease it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently).
- 45.3 Nothing in this Lease constitutes or shall constitute a representation or warranty that the Property may lawfully be used for any purpose allowed by this Lease.

46. Contracts (Rights of Third Parties) Act 1999

This Lease does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Lease.

47. Governing Law

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

48. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Lease or its subject matter or formation.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SCHEDULE 1 - Property

1. The premises known as Ground Floor, Maude Community Centre (also known as New Romney Sports Pavilion), Station Road TN28 8LQ forming part of the Building and shown edged red on Plan 1 together with the external area shown edged orange on Plan 1:
 - 1.1 Including:
 - 1.1.1 the whole of any non-structural walls and columns wholly within those premises;
 - 1.1.2 the interior plaster and other interior surface finishes on the:
 - (a) exterior non-structural walls and columns bounding those premises;
 - (b) interior non-structural walls and columns separating those premises from any other part of the Building; and
 - (c) structural walls and columns within or bounding those premises;
 - 1.1.3 the interior plaster and other interior surface finishes on the ceilings within those premises;
 - 1.1.4 the floor screed and other interior surface finishes on the floors within those premises;
 - 1.1.5 the doors, door frames and fittings within all the walls within and bounding those premises;
 - 1.1.6 the windows, window frames and fittings within all the walls within and bounding those premises;
 - 1.1.7 all Service Media and any other media, plant, machinery and equipment within and exclusively serving those premises;
 - 1.1.8 all landlord's fixtures and fittings within those premises; and
 - 1.1.9 all additions and improvements to those premises.
 - 1.2 Excluding:
 - 1.2.1 all Service Media and any other media, plant, machinery and equipment within but not exclusively serving those premises; and
 - 1.2.2 all structural parts of the Estate (except any set out in paragraph 1.1 of this Schedule).

SCHEDULE 2 - Rights

1. In common with the Landlord and any other person authorised by the Landlord, the Landlord grants to the Tenant the following easements (for the benefit of the Property) and the following other rights:
 - 1.1 The right at all times during the hours of 8.00am to 10.00pm to use the sports field which forms part of the Estate for the purposes of football and cricket matches and for training sessions.
 - 1.2 The right to support and protection for the Property from the other parts of the Building and the Estate to the extent that those parts of the Building or the Estate provide support and protection to the Property at the date of this Lease.
 - 1.3 In accordance with any Landlord's designation under paragraph 1.7 of Schedule 3, the right to use the Estate Common Parts for the purposes of access to and egress from the Property and those parts of the Estate over which the Tenant is granted rights in this Schedule.
 - 1.4 Subject to there being sufficient available parking spaces within the Car Park, the right to park private cars belonging to the Tenant or any Authorised Persons in any of the parking spaces within the Car Park while such persons are visiting the Property.
 - 1.5 The right to deposit refuse in refuse bins situated in such area as shall be designated from time to time by the Landlord.
 - 1.6 The right to use for the purpose of emergency egress on foot from the Property such emergency and fire escape routes designated from time to time by the Landlord.

SCHEDULE 3- Reservations

1. Subject to paragraph 2 and paragraph 3 of this Schedule, the Landlord excepts and reserves from this Lease the following easements (for the benefit of the Estate (excluding the Property)) and the following other rights:
 - 1.1 Rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the Term.
 - 1.2 Subject to the Landlord complying with clause 31, the right to enter the Property:
 - 1.2.1 to repair, maintain, install, construct, re-route or replace any Service Media or structure relating to any of the Reservations;
 - 1.2.2 to carry out any works to any other part of the Estate; and
 - 1.2.3 for any other purpose mentioned in or connected with:
 - (a) this Lease;
 - (b) the Reservations; or
 - (c) the Landlord's interest in the Estate or any neighbouring or adjoining property in which the Landlord acquires an interest during the Term.
 - 1.3 The right to:
 - 1.3.1 use and connect into Service Media at, but not forming part of, the Property which are in existence at the date of this Lease or which are installed or constructed during the Term;
 - 1.3.2 install and construct Service Media at the Property to serve any other part of the Estate or any neighbouring or adjoining property in which the Landlord acquires an interest during the Term; and
 - 1.3.3 re-route and replace any Service Media referred to in this paragraph.
 - 1.4 At any time during the Term, the full and free right to build, rebuild, alter or develop the Estate or any neighbouring or adjoining property in which the Landlord acquires an interest during the Term as the Landlord may think fit.
 - 1.5 Subject to the Landlord complying with clause 32, the right to erect scaffolding at the Property and attach it to any part of the Property in connection with any of the Reservations.
 - 1.6 Subject to the Landlord complying with clause 30.1, the right from time to time to:
 - 1.6.1 designate alternative areas, routes or facilities over which the Rights may be exercised ; or
 - 1.6.2 prevent or restrict access to any of the Estate Common Parts if reasonably required to enable works to be carried out to any part of the Estate or in case of emergency.
 - 1.7 Subject to the Landlord complying with clause 30.2, the right from time to time to designate which of the Estate Common Parts may be used by the Tenant on foot only,

by vehicles only or both on foot and by vehicles and this shall include the right to specify which type, size and weight of vehicles are permitted to use any of those Estate Common Parts designated by the Landlord for use by vehicles.

- 1.8 Subject to the Landlord complying with clause 33 (other than 33.1.2) the right at any time that the Property is not being used and the Rights are not being exercised by the Tenant to use the Property and the Estate for sporting activities by any person or persons authorised by the Landlord.
2. The Reservations:
 - 2.1 Are excepted and reserved notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them result in a reduction in the flow of light or air to the Property or the Estate Common Parts or loss of amenity for the Property or the Estate Common Parts provided that they do not materially adversely affect the use and enjoyment of the Property for the Permitted Use.
 - 2.2 May be exercised by:
 - 2.2.1 the Landlord;
 - 2.2.2 anyone else who is or becomes entitled to exercise them; and
 - 2.2.3 anyone authorised by the Landlord.
 - 2.3 Are excepted and reserved to the extent possible for the benefit of any neighbouring or adjoining property in which the Landlord acquires an interest during the Term.
3. No party exercising any of the Reservations, nor its workers, contractors, agents and professional advisers, shall be liable to the Tenant or to any undertenant or other occupier of or person at the Property for any loss, damage, injury, nuisance or inconvenience arising by reason of its exercising any of the Reservations except for:
 - 3.1 Physical damage to the Property.
 - 3.2 Any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.

SCHEDULE 4 - Third Party Rights

All easements and other rights, covenants and restrictions affecting the Estate and any land over which the Rights are granted including those set out or referred to in the register entries of title number K815301 as at the date of this Lease

SCHEDULE 5- Rent review

1. DEFINITIONS

The following definitions apply in this Schedule.

Base Rent	rent of £3,360 per annum.
Base RPI Month	[BASE MONTH AND YEAR FOR RPI CALCULATION].
Review Date	every anniversary of the date of this lease.
RPI	the Retail Prices Index or any official index replacing it.
Shortfall Payment Date	the date which is ten working days from and including the date that the revised Annual Rent is calculated by the Landlord and notified to the Tenant.

2. REVIEW OF THE ANNUAL RENT

- 2.1 The Annual Rent shall be reviewed on each Review Date to equal the Annual Rent payable immediately before that Review Date (or which would then be payable but for any abatement or suspension of the Annual Rent or restriction on the right to collect it) or, if greater, the indexed rent determined pursuant to this Schedule.
- 2.2 The indexed rent for a Review Date shall be determined by multiplying the Base Rent by the All Items index value of the RPI for the month that falls two months before the month in which that Review Date falls, then dividing the product by the All Items index value of the RPI for the Base RPI Month.
- 2.3 The Landlord shall calculate the indexed rent as soon as reasonably practicable and shall give the Tenant written notice of the indexed rent as soon as it has been calculated.
- 2.4 As soon as practicable after the amount of the revised Annual Rent has been determined pursuant to this Schedule, a memorandum recording the amount shall be signed by or on behalf of the Landlord, the Tenant and the guarantor. The parties shall each bear their own costs in connection with the memorandum.

3. CHANGES TO THE INDEX

- 3.1 Subject to paragraph 3.2 of this Schedule, if there is any change to the methods used to compile the RPI, including any change to the items from which the All Items index of the RPI is compiled, or if the reference base used to compile the RPI changes, the calculation of the indexed rent shall be made taking into account the effect of this change.
- 3.2 The Landlord and the Tenant shall endeavour, within a reasonable time, to agree an alternative mechanism for setting the Annual Rent if either:
 - 3.2.1 the Landlord or the Tenant reasonably believes that any change referred to in paragraph 3.1 of this Schedule would fundamentally alter the calculation of the indexed rent in accordance with paragraph 2.2 of this Schedule, and has given notice to the other party of this belief; or

3.2.2 it becomes impossible or impracticable to calculate the indexed rent in accordance with paragraph 2.2 of this Schedule.

This alternative mechanism may (where reasonable) include, or consist of, substituting an alternative index for the RPI. In default of agreement between the Landlord and the Tenant on an alternative mechanism for setting the Annual Rent, either party may at any time refer the issue for determination by the Expert in accordance with clause 42 of this Lease and the Expert shall determine an alternative mechanism and this includes (but is not limited to) substituting an alternative index for the RPI.

4. LATE REVIEW OF ANNUAL RENT

4.1 If the revised Annual Rent has not been determined pursuant to this Schedule on or before the relevant Review Date, the Tenant must:

4.1.1 continue to pay the Annual Rent at the rate payable immediately before that Review Date; and

4.1.2 on or before the Shortfall Payment Date, pay:

- (a) the shortfall (if any) between the amount of Annual Rent that the Tenant has paid for the period from and including that Review Date and the amount of Annual Rent for that period that would have been payable had the revised Annual Rent been determined pursuant to this Schedule on or before that Review Date; and
- (b) interest at the Interest Rate on that shortfall. That interest shall be calculated on a daily basis by reference to the Rent Payment Dates on which parts of the shortfall would have been payable if the revised Annual Rent had been determined pursuant to this Schedule on or before that Review Date and the Shortfall Payment Date (or, if the Tenant pays the shortfall earlier than the Shortfall Payment Date, the date of that payment).

5. TIME NOT OF THE ESSENCE

5.1 Time is not of the essence for the purposes of this Schedule.

6. GUARANTOR

6.1 If at any time there is a guarantor, the guarantor shall not have any right to participate in the review of the Annual Rent but will be bound by the revised Annual Rent.

SCHEDULE 6- Insurance

1. LANDLORD'S OBLIGATION TO INSURE

- 1.1 Subject to paragraph 1.2 and paragraph 1.3 of this Schedule, the Landlord must insure (and keep insured):
- 1.1.1 the Building and the Estate Common Parts on normal market terms against loss or damage by the Insured Risks for the Reinstatement Cost;
 - 1.1.2 against public liability of the Landlord in relation to the and the Estate Common Parts in such amount and on such terms as the Landlord shall reasonably consider appropriate; and
 - 1.1.3 loss of Annual Rent from the Property for up to three years but no less than two years.
- 1.2 The Landlord shall not be obliged to insure:
- 1.2.1 the Excluded Insurance Items or repair any damage to or destruction of the Excluded Insurance Items;
 - 1.2.2 any alterations to the Property that form part of the Property unless:
 - (a) those alterations are permitted or required under this Lease;
 - (b) those alterations have been completed in accordance with this Lease and (where applicable) in accordance with the terms of any consent or approval given under this Lease; and
 - (c) the Tenant has notified the Landlord of the amount for which those alterations should be insured and provided evidence of that amount that is satisfactory to the Landlord (acting reasonably); or
 - 1.2.3 the Building and the Estate Common Parts when the insurance is vitiated by any act or omission of the Tenant or any Authorised Person.
- 1.3 The Landlord's obligation to insure is subject to any limitations, excesses and conditions that may be imposed by the insurers.

2. TENANT'S OBLIGATIONS

- 2.1 The Tenant must:
- 2.1.1 immediately inform the Landlord if any matter occurs in relation to the Tenant or the Property that any insurer or underwriter may treat as material in deciding whether or on what terms to insure or to continue to insure the Building and the Estate Common Parts and must also give the Landlord notice of that matter;
 - 2.1.2 not do or omit to do anything as a result of which:
 - (a) any insurance policy for the Estate may become void or voidable or otherwise prejudiced;
 - (b) the payment of any policy money may be withheld; or

- (c) any increased or additional insurance premium may become payable (unless the Tenant has previously notified the Landlord and has paid any increased or additional premium (including any IPT due on that amount));
- 2.1.3 comply at all times with the requirements and recommendations of the insurers relating to the Property and the use by the Tenant of any other part of the Estate where written details of those requirements or recommendations have first been given to the Tenant;
- 2.1.4 give the Landlord immediate notice of the occurrence of:
 - (a) any damage or loss relating to the Property arising from an Insured Risk or an Uninsured Risk; or
 - (b) any other event that might affect any insurance policy relating to the Property;
- 2.1.5 except for the Excluded Insurance Items forming part of the Property, not effect any buildings insurance of the Property but, if the Tenant becomes entitled to the benefit of any buildings insurance proceeds in respect of the Property, pay those proceeds or cause them to be paid to the Landlord;
- 2.1.6 pay the Landlord an amount equal to any insurance money that the insurers of the Estate refuse to pay in relation to the Estate by reason of any act or omission of the Tenant or any Authorised Person; and
- 2.1.7 insure (and keep insured) against public liability occupier's liability of the Tenant in relation to the Property and the Tenant's use of the Estate Common Parts in such amount as the Landlord shall reasonably consider appropriate and, at the request of the Landlord, supply the Landlord at the commencement of this Lease and annually thereafter with:
 - (a) full details of that insurance policy; and
 - (b) evidence of payment of the current year's premiums.
- 2.1.8 Insure (and keep insured) the contents of the Property and any sports equipment belonging to the Tenant which may be kept or used by the Tenant in exercising the Rights in such amount as the Landlord shall reasonably consider appropriate and, at the request of the Landlord, supply the Landlord at the commencement of this Lease and annually thereafter with:
 - (a) full details of that insurance policy; and
 - (b) evidence of payment of the current year's premiums.

3. SUSPENSION OF MONTHLY PAYMENTS

- 3.1 Subject to paragraph 3.2 of this Schedule, if any Estate Damage by an Insured Risk or an Uninsured Risk occurs, payment of the Monthly Payments (or a fair proportion of them according to the nature and extent of that Estate Damage) shall be suspended until the earlier of:

- 3.1.1 the date on which the relevant parts of the Building and the Estate Common Parts have been reinstated so as to make the Property fit for occupation and use and accessible; and
- 3.1.2 the date on which the Landlord's insurance for loss of rent expires.
- 3.2 The Monthly Payments shall not be suspended under paragraph 3.1 of this Schedule if the Estate Damage is caused by:
 - 3.2.1 an Insured Risk and:
 - (a) the policy of insurance in relation to the Building and the Estate Common Parts has been vitiated in whole or in part as a result of any act or omission of the Tenant or any Authorised Person; and
 - (b) the Tenant has not complied with paragraph 2.1.6 of this Schedule; or
 - 3.2.2 an Uninsured Risk and the Estate Damage was Tenant Damage.
- 4. TERMINATION IF REINSTATEMENT UNVIALE OR IMPRACTICAL FOLLOWING ESTATE DAMAGE BY AN INSURED RISK**
- 4.1 Following Estate Damage by an Insured Risk, if the Landlord (acting reasonably) considers that it is impossible or impractical to reinstate the relevant parts of the Building and the Estate Common Parts, the Landlord may terminate this Lease by giving notice to the Tenant within twelve months from and including the date on which that Estate Damage occurred.
- 5. ESTATE DAMAGE BY AN UNINSURED RISK**
- 5.1 If the Monthly Payments (or a fair proportion of them) are suspended under paragraph 3.1 of this Schedule due to Estate Damage by an Uninsured Risk, then, within 12 months from and including the date on which that Estate Damage occurred, the Landlord must either:
 - 5.1.1 terminate this Lease by giving notice to the Tenant; or
 - 5.1.2 notify the Tenant that it intends to reinstate the relevant parts of the Building and the Estate Common Parts at its own cost.
- 5.2 If the Landlord notifies the Tenant under paragraph 5.1.2 that it intends to reinstate the relevant parts of the Building and the Estate Common Parts, then the Landlord must use:
 - 5.2.1 reasonable endeavours to obtain all necessary planning and other consents to enable the Landlord to reinstate the relevant parts of the Building and the Estate Common Parts; and
 - 5.2.2 its own monies to reinstate the relevant parts of the Building and the Estate Common Parts but the Landlord shall not be obliged to:
 - (a) reinstate unless all necessary planning and other consents are obtained;

- (b) provide accommodation or facilities identical in layout or design so long as accommodation reasonably equivalent to that previously at the Property and its access, services and amenities is provided; or
 - (c) reinstate after a notice to terminate has been served pursuant to this Schedule 6.
- 5.3 If paragraph 5.1 applies but the Landlord has not served a notice under either paragraph 5.1.1 or paragraph 5.1.2 by the date which is 12 months from and including the date on which the relevant Estate Damage occurred, the Tenant may at any time thereafter terminate this Lease by giving notice to the Landlord provided that such notice is served before the Property is made fit for occupation and use and accessible.
- 6. TERMINATION IF REINSTATEMENT NOT COMPLETE BY EXPIRY OF SUSPENSION OF MONTHLY PAYMENTS**
- 6.1 If Estate Damage by an Insured Risk or an Uninsured Risk (where the Landlord elected to reinstate under paragraph 5.1.2 of this Schedule) occurs and the relevant parts of the Building and the Estate Common Parts have not been reinstated so as to make the Property fit for occupation and use and accessible by the date on which the Monthly Payments cease to be suspended under paragraph 4.1 of this Schedule, either party may at any time thereafter terminate this Lease by giving notice to the other provided that:
 - 6.1.1 such notice is served before the relevant parts of the Building and the Estate Common Parts have been reinstated so as to make the Property fit for occupation and use and accessible; and
 - 6.1.2 where the Tenant serves the notice, the failure to reinstate so that the Property is fit for occupation and use is not caused by a breach of the Tenant's obligations under clause 12 or this Schedule 6.
- 7. CONSEQUENCES OF TERMINATION**
- 7.1 If either party gives a notice to terminate this Lease in accordance with this Schedule 6:
 - 7.1.1 this Lease shall terminate with immediate effect from the date of the notice;
 - 7.1.2 none of the parties shall have any further rights or obligations under this Lease except for the rights of any party in respect of any earlier breach of this Lease; and
 - 7.1.3 any proceeds of the insurance for the Building and the Estate Common Parts shall belong to the Landlord.
- 8. TENANT DAMAGE**
- 8.1 In this paragraph, the term **Uninsured Tenant Damage** shall mean any damage to or destruction of the Estate by an Uninsured Risk that is caused by Tenant Damage provided that that damage or destruction does not solely affect the Property.
- 8.2 If any Uninsured Tenant Damage occurs, the Landlord shall not be obliged to reinstate the Building or Estate Common Parts but, notwithstanding the provisions of clause 12

and clause 39, (in its absolute discretion) the Landlord may give the Tenant a notice that it intends to reinstate the Building or Estate Common Parts.

- 8.3 If the Landlord serves a notice pursuant to paragraph 8.2 of this Schedule, the Landlord shall not be obliged to:
 - 8.3.1 reinstate unless all necessary planning and other consents are obtained; or
 - 8.3.2 provide accommodation or facilities identical in layout or design so long as accommodation reasonably equivalent to that previously at the Estate is provided.
- 8.4 Following the service of a notice pursuant to paragraph 8.2 of this Schedule, the Landlord may enter the Property and carry out the works required to reinstate the Property.
- 8.5 The Tenant must pay on demand all costs reasonably and properly incurred by the Landlord in reinstating any Uninsured Tenant Damage pursuant to this paragraph 8 of this Schedule (including, but not limited to, any professional fees and any VAT in respect of those costs) and any such payment shall be a debt due from the Tenant to the Landlord.
- 8.6 Any action taken by the Landlord pursuant to this paragraph 8 of this Schedule shall be without prejudice to the Landlord's other rights (including those under clause 33).

**THE COMMON SEAL OF THE CINQUE PORT TOWN OF
NEW ROMNEY** was hereunto affixed in the presence of:

.....

Witness Signature

.....

Witness Name

[Insert appropriate execution clause for Tenant]

APPENDIX A – Plan 1

APPENDIX B – Plan 2

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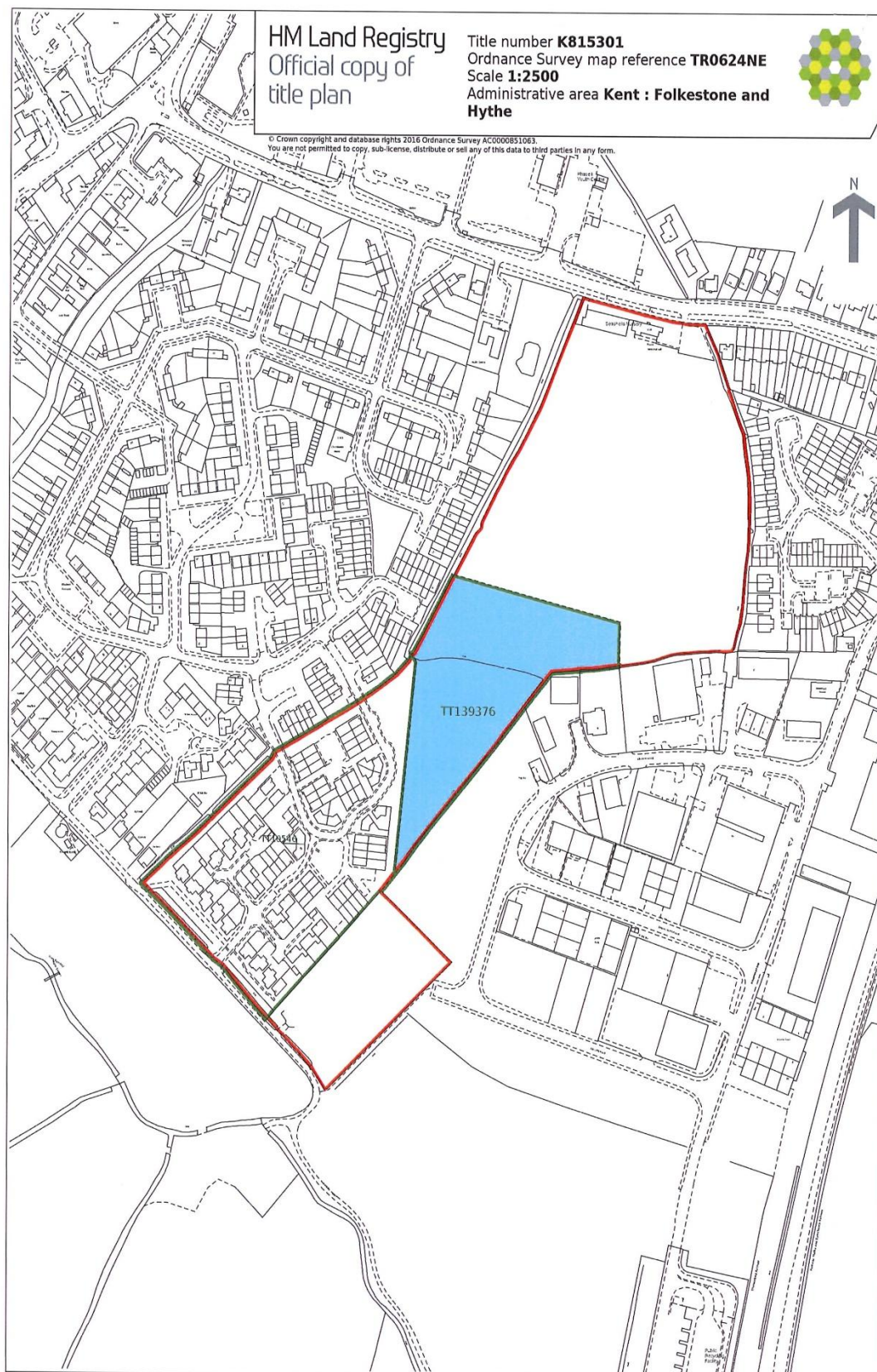
These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

This official copy is issued on 05 March 2025 shows the state of this title plan on 05 March 2025 at 12:27:44. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. This title is dealt with by the HM Land Registry, Nottingham Office .



This official copy is incomplete without the preceding notes page.

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