

**From:** [REDACTED]  
**To:** [East Anglia Two](#); [East Anglia ONE North](#)  
**Date:** 17 February 2021 20:17:55  
**Attachments:** [PWS-Record-Ver-1-Jan 2021.docx](#)  
[test Oct"20.pdf](#)  
[REPORTS\\_Chem\\_ST\\_VT\\_07-09-20\\_Veritas\\_water.pdf](#)  
[GSO.WT.2011.pdf](#)

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Further to your Action Points from the CAH2 meeting on 16/2/21, I enclose;

1. The well head registration booklet logged with ESC. The well is owned by Mrs EP Gimson
2. The most recent water testing results
3. The depth of the well is 13.1 m and the depth to the water is 11.7 m
4. Lease agreement between Wardens Trust and G.S.Ogilvie dated 2011

Best wishes

Alexander

Dr Alexander Gimson MB FRCP

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]



**in partnership**

[eastsoffolk.gov.uk](http://eastsoffolk.gov.uk)

# Private Water Supply Record

## Procedures, Maintenance, Checks & Equipment



**Address of Supply:** Ness House, Sizewell, Ieiston, Suffolk IP164UB delivering  
water to Ness House Cottages No 1 & 2 and Wardens Hall

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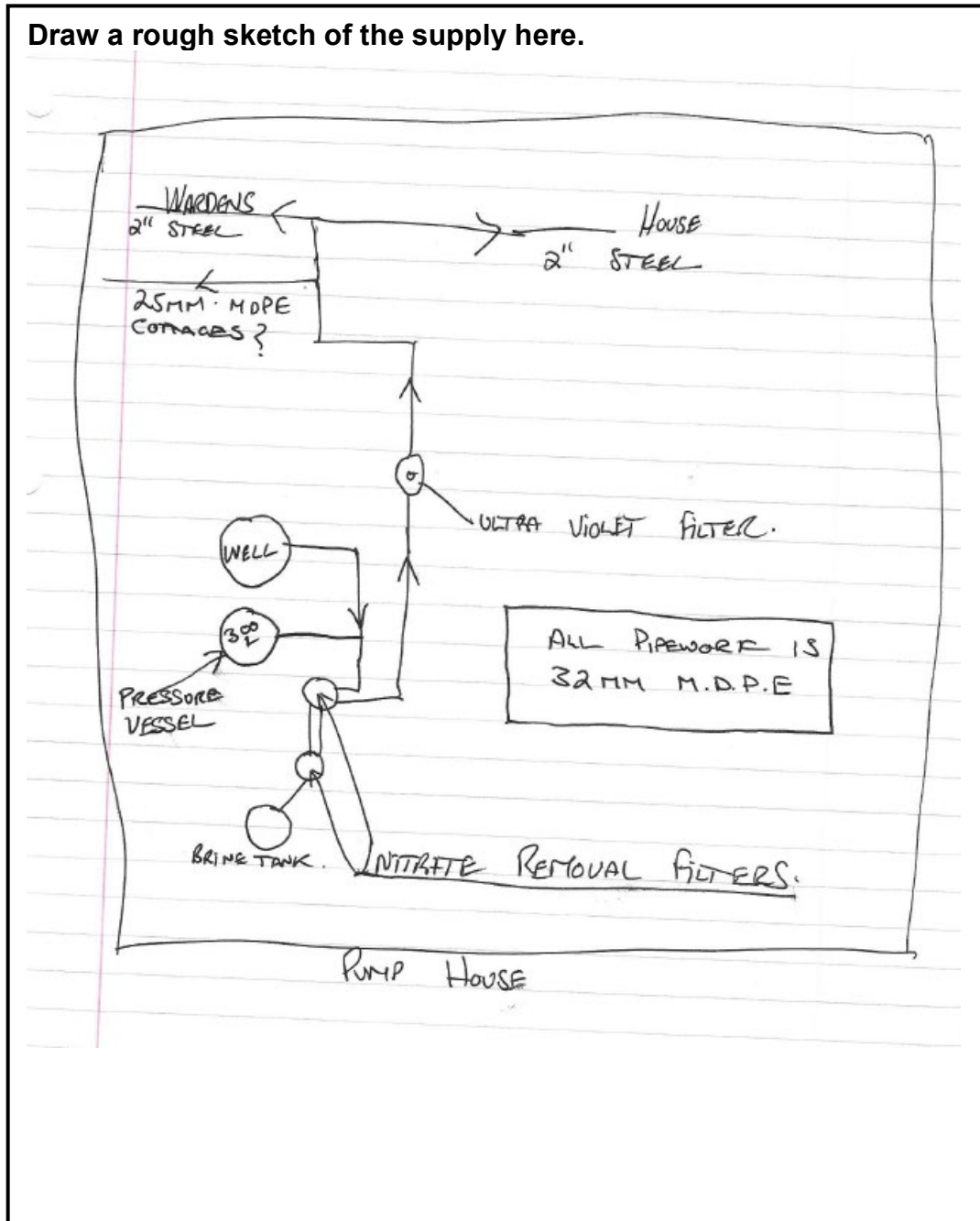
## Properties supplied by the water supply

Property	Contact Details ( <i>if known</i> )
Ness House Sizewell Leiston Suffolk IP16 4UB	Dr AES Gimson [REDACTED]
Wardens Trust Wardens Hall Sizewell Leiston Suffolk IP16 4UB	House Manager Bev Levett [REDACTED]
Ness House Cottage No 1 Sizewell Leiston Suffolk IP16 4UB	Rented property Owner Mrs WL Orme [REDACTED]
Ness House Cottage No 2 Sizewell Leiston Suffolk IP16 4UB	Rented property Owner Mrs WL Orme [REDACTED]

## Key contacts

Contact Name	Contact Details
Environmental Health	01394 383789 (Melton) 01502 562111 (Lowestoft) <a href="mailto:environment@eastsoffolk.gov.uk">environment@eastsoffolk.gov.uk</a>
Drinking Water Inspectorate	0300 0686400 <a href="mailto:dwi.enquiries@defra.gsi.gov.uk">dwi.enquiries@defra.gsi.gov.uk</a>
Water Engineer used ( <i>insert details</i> )	- Stuart Hancock; Veritas Water Engineers <a href="mailto:veritaswater@yahoo.co.uk">veritaswater@yahoo.co.uk</a> 01473735665; 07540119000 [REDACTED] - Anglian Pumping Services, Aps House, The Drift, Ipswich IP39QR 01473719950

## Supply Diagram



Don't forget to include the following;

- Animal drinkers
- Location of borehole/well/ spring
- Non return valves
- Pipework material
- Properties supplied
- Tanks
- Treatment on supply

## Equipment on the Supply

Question	Answer
What filtration is on the supply?  <i>(Ultra Violet, Reverse Osmosis, Chlorination dosing, Ion exchange, Water Softener etc).</i>	Ultraviolet filter  Nitrate removal plant
Are there instructions for the equipment on the supply?  <i>(If yes, keep them with this record, if no- can they be obtained?)</i>	yes
Are there tanks on the supply?  <i>(If yes, what is the tank made? Does it have a fitted cover?)</i>	Tanks in each property Plastic, with covering
Other Notes	

## Action to take

Question	Answer
<p>Is there an emergency plan for the provision of an alternative water supply?</p> <p><i>(Include short and long term plan).</i></p>	<p>Bottled water</p> <p>Water bowser but it is accepted this is a fragile source</p>
<p>Is there an alternative power source, in the event of a power cut?</p>	<p>Yes, motor electricity generator at Ness House</p>
<p>Who do you contact if the water quality changes or is unacceptable? Do you have a maintenance company which you use?</p> <p><i>(If yes, provide details).</i></p>	<p>Water quality reviewed regularly by Veritas, pump reviewed annually.</p>
<p>Who undertakes the maintenance on the supply?</p>	<p>Annual service to submersible pump at bottom of well by Anglian Pumping Services Ltd</p> <p>All other aspects at top of well head by Veritas Water</p>
<p>Other Notes</p>	

## Heating Oil & Septic Tanks/ Cess Pits/ other

Question	Answer
<p>Do you have a heating oil tank?</p> <p><i>(If yes, where is it located in relation to the supply?)</i></p>	<p>Yes A distance from the well head</p>
<p>What is the construction of the heating oil tank? <i>(Single skinned, double skinned, banded)</i></p>	<p>Plastic 100 yards away and other side of a large wall</p>
<p>Do you have a septic tank or Cess Pit? <i>(If yes, where is it located in relation to the supply?)</i></p>	<p>Yes Greater than 200 yards from well head</p>
<p>Are there any abandoned wells/ boreholes in the vicinity of your private water supply?</p> <p><i>(If yes, where? are they fully capped off).</i></p>	<p>No</p>



## Maintenance/ Servicing of filtration

Question	Answer
<p>Do you have full control of the water supply?</p> <p><i>(If not, who controls the supply? This may be the case if the source is on someone elses land).</i></p>	yes
<p>If applicable, how often is the Ultra Violet (UV) bulb changed?</p>	At least annually
<p>Are spare UV bulbs kept at the property?</p>	no
<p>How often are the other filters serviced on the supply?</p> <p><i>(And how is this done?)</i></p>	6 monthly
<p>If applicable, do you keep spare medium or salt at the property?</p> <p><i>(Where is this stored?)</i></p>	Salt supplies for the nitrate removal unit kept on site
<p>Do you undertake the servicing yourself? Or do you employ a water engineer to do this?</p> <p><i>(If water engineer, keep invoices with this record).</i></p>	<p>Veritas Water Engineers for nitrate removal plant/pressure cylinder</p> <p>Anglian Pumping Services for floatation pump. Aps House, The Drift, Ipswich IP39QR 01473719950</p>
<p>If applicable, how often are the tanks cleaned?</p> <p><i>(And how is this done?)</i></p>	N/A

## Maintenance Record for Filtration

Record any maintenance that has been undertaken here. This could be a bulb change, filter refresh, top up of salt, replacing cartridges or cleaning tanks etc.

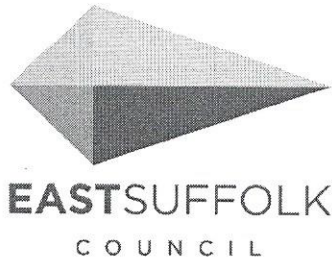
Date	Action taken & who by
Nov 2017 and annually	Service to floatation pump and replace UV filter Anglian Pumping Services Aps House, The Drift Ipswich IP39QR 01473719950
Nov 17 <sup>th</sup> 2017	Replace pressure tank and service to Nitrate removal plant Veritas Water Engineers Lark Rise Meeting lane Grundisburgh Woodbridge Suffolk IP136TT 01473735665 [REDACTED] [REDACTED]

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## Changes made to the water supply

Record changes made to the water supply here, for example, if a new filter is installed or a new connection is made to the supply.

Date	Change to the supply
Nov 2017	New UV filter
Nov 2017	New pressure cylinder
2018	Veritas water review
June 2020	Annual Veritas water review
Jan 2021	Veritas water review and plumbing depths



Beverley Levett  
Wardens Hall  
Sizewell Hall Road  
Aldringham Cum Thorpe  
Leiston  
Suffolk  
IP16 4UB

**Your ref:**  
**Our ref:** 20/07667/PWATER  
**Date:** 13 October 2020  
**Please ask for:** Michelle Stimpson  
**Direct dial:** 03330 162 000  
**Email:** michelle.stimpson@eastsoffolk.gov.uk

Dear Ms Levett,

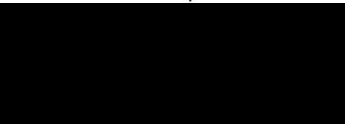
**The Private Water Supplies (England) Regulations 2016 - SI No. 618 and The Private Water Supplies (England) (Amendment) Regulations 2018- SI No.707**  
**NOTIFICATION OF RESULTS OF DRINKING WATER SAMPLE RESULTS FROM SUPPLY SERVING: NESS HOUSE, SIZEWELL HALL ROAD, ALDRINGHAM CUM THORPE, SUFFOLK , IP16 4UB**

I refer to the water resamples taken on 6 October 2020 in accordance with the above Regulations.

The full results are enclosed, together with an indication for each parameter and whether it has passed or failed the requirements of the regulations.

If you wish to discuss any point in this letter further, or require further advice, please do not hesitate to contact me on the above telephone number or e-mail address.

Yours sincerely



**Michelle Stimpson | Environmental Health Officer**  
East Suffolk Council

---

LEGAL ADDRESS East Suffolk House, Station Road, Melton, Woodbridge IP12 1RT

POSTAL ADDRESS Riverside, 4 Canning Road, Lowestoft NR33 0EQ



***For the attention of:***

Mr Stuart Hancocks  
Mr Craig Hancocks



**ALLIANCE TECHNICAL LABORATORIES**

*Analytical & Consultant Chemists & Microbiologists*

**CERTIFICATE OF ANALYSIS**

*(Chemistry)*

Veritas Water Engineers Ltd  
Larkrise  
Meeting Lane  
Grundisburgh  
Suffolk  
IP13 6TT

**Report Date** 07 September 2020  
**ATL Reference** VT001/234/20-11  
**Date Received** 21 August 2020  
**Test Date** 21 August 2020  
**Date/ Time Taken** 21/08/2020/ Unknown  
**Purchase Order** not supplied  
**Sampled By** Samples as Received

<b>Sample Information *</b>	Wardens Trust, Drinking Water R. O.
<b>Batch Code</b>	

<u>Test</u>	<u>Method Reference</u>	<u>Result</u>	<u>Unit</u>	<u>Status</u>	
Iron as Fe	030-014	<5	µg /litre	N	Lower Limit: 0   Upper Limit: 200
Manganese as Mn	030-014	<5	µg /litre	N	Lower Limit: 0   Upper Limit: 50

Iron and manganese limits are for visual and laundering aspects.

Sample of: Waters; Potable Water , Date |Time Taken: 21/08/2020|Unknown

<u>Analysis Status</u>	<u>Code</u>
Analysis is UKAS accredited.	U
Analysis is not UKAS accredited.	N

Steve Johnson  
Senior Analyst

\*Sample information as supplied by Customer.

Any opinions or interpretations are outside the scope of the Laboratory's UKAS accreditation.

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The results stated relate only to the samples as detailed and are expressed on as received basis, unless otherwise stated.

**For the attention of:**

Mr Stuart Hancocks  
Mr Craig Hancocks



**ALLIANCE TECHNICAL LABORATORIES**

Analytical & Consultant Chemists & Microbiologists

**CERTIFICATE OF ANALYSIS**

(Chemistry)

Veritas Water Engineers Ltd  
Larkrise  
Meeting Lane  
Grundisburgh  
Suffolk  
IP13 6TT

Report Date 07 September 2020  
ATL Reference VT002/234/20-11  
Date Received 21 August 2020  
Test Date 21 August 2020  
Date/ Time Taken 21/08/2020/ Unknown  
Purchase Order not supplied  
Sampled By Samples as Received

Sample Information *	Charles Crawley, Borehole Water
Batch Code	

Test	Method Reference	Result	Unit	Status	
pH (unfiltered)	030-002	7.3	pH units	N	Lower Limit: 6.5   Upper Limit: 9.5
Iron as Fe	030-014	<5	µg /litre	N	Lower Limit: 0   Upper Limit: 200
Manganese as Mn	030-014	<5	µg /litre	N	Lower Limit: 0   Upper Limit: 50
Nitrate as NO <sub>3</sub>	030-022	77	mg/litre	N	Fail Lower Limit: 0   Upper Limit: 50

Iron and manganese limits are for visual and laundering aspects.

Sample of: Waters; Potable Water , Date |Time Taken: 21/08/2020|Unknown

Analysis Status	Code
Analysis is UKAS accredited.	U
Analysis is not UKAS accredited.	N

Steve Johnson  
Senior Analyst

\*Sample information as supplied by Customer.

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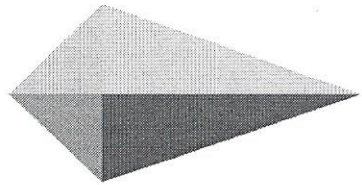
Alliance Technical Laboratories Limited

Gateway House, Ipswich Road, Needham Market, Suffolk, IP6 8EL

Tel: Chemistry Department 01449 721192 Microbiology Department 01449 721637

Email: info@alliancetechanical.co.uk Web: www.alliancetechanical.co.uk

Registered in England No 3009678 Registered Office: Latchmore Bank, Little Hallingbury, Bishops Stortford, Hertfordshire, CM22 7PJ



**EASTSUFFOLK**  
COUNCIL

**Sampling officer:** Michelle Stimpson  
**Our Ref:** 20/00146/PWGRPA  
**Date:** 13 October 2020  
**Telephone:** 03330 162 000  
**Email:** ep@eastsoffolk.gov.uk

Results for Private Water Supply:

**Wardens Hall, Sizewell Hall Road, Aldringham Cum Thorpe**

**PW Group A Parameters**  
**Sample Results Record Sheet – Sample date 6 October 2020**

<b>WARDENS HALL, SIZEWELL HALL ROAD, ALDRINGHAM CUM THORPE LEISTON SUFFOLK</b>	
<b>SAMPLE TAKEN ON:</b>	<b>06/10/20 (- WARDENS FILTER TAP)</b>
<b>SAMPLE TYPE:</b>	<b>PW GROUP A PARAMETERS</b>
<b>REFERENCE NUMBER</b>	<b>20/00146/PWGRPA</b>

<b>Parameter</b>	<b>Qualifier</b>	<b>Result</b>	<b>Units</b>	<b>Satisf?</b>
Iron	<	2.3	micro. g/l	pass
Manganese	<	0.36	micro. g/l	pass

----- End of Listing -----

The above results comply with the Regulations and the supply is considered wholesome with regards to the to the Monitoring parameters.

Please note that, in order to maintain the quality of water from your supply at the point of delivery, it is important that periodic routine inspections of your system are carried out and any deficiencies are dealt with promptly. There should also be routine servicing and maintenance of any filtration equipment (such as changing the bulb in an ultra violet unit - if applicable) in accordance with manufacturer's recommendations.



Northumberland Dock Road, Wallsend, Tyne & Wear, NE28 0QD

Tel: 0191 2968366 Fax: 0191 2968560 www.nwss-labs.co.uk

**Customer:** Michelle Stimpson  
East Suffolk Council

**Address:** Environmental Protection Dept  
Woodbridge  
Suffolk

**Contract Reference:** SCDC-0845

**Contract Description:** Analysis of PWS Regulations 2016 (as amended)

**Postcode:** IP12 1RT

**Project Manager:** Nicola Hewison

**Lab Number:** 2184882

**Date & Time Taken:** 06/10/20 10:24

**Sample Name:** 20/07667/PWATER - Wardens Day Outing  
Centre

**Date Received:** 06/10/20

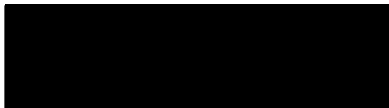
**Date Started:** 06/10/20

**Sample Point:**

**Collected From:**

PARAMETER	RESULT	METHOD	SITE
iron	<2.3 ug/l Fe	HY-251	HN
manganese	<0.36 ug/l Mn	HY-251	HN

**Authorised By:**



Sarah Meikle  
Scientist

Under the authority of  
Ian Barnabas  
Head of Laboratories and Sampling

This report was compiled by the Customer Department

Opinions and interpretations expressed herein are outside the scope of UKAS accreditation

**Date of issue:** 12/10/20

Results relate only to the items tested and are reported without Uncertainty of Measurement (UOM) applied. UOM data is available upon request.

Customer provided data is highlighted in grey. Customer provided data may affect validity of results. Samples are analysed and reported 'as received'.

Tests marked HN analysed at Howdon Laboratory, Northumberland Dock Road, Wallsend, Tyne & Wear, NE28 0QD

Tests marked HY analysed at Horsley Laboratory, Horsley, Newcastle upon Tyne, NE15 0PE

Tests marked CD analysed at Chelmsford Laboratory, Middlemead, South Hanningfield, Chelmsford, Essex, CM3 8HS

Tests marked OS analysed On-Site Tests marked SU analysed by subcontractor

DATE 12<sup>th</sup> September 2011

**LEASE**

of



Land at Aldringham cum Thorpe  
Suffolk

**G. S. Ogilvie Esq. (1)**

to

**The Trustees of The Wardens Charitable Trust (2)**

**Cross Ram & Co.  
Halesworth  
Suffolk**

<b>LR1. Date of lease</b>	<p style="text-align: center;"><b>12<sup>th</sup> SEPTEMBER</b> 2011</p>
<b>LR2. Title number(s)</b>	<p><b>LR2.1 Landlord's title number(s)</b>  <i>Title number(s) out of which this lease is granted. Leave blank if not registered</i></p> <p>SK304253</p> <p><b>LR2.2 Other title numbers</b>  <i>Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made</i></p>
<b>LR3. Parties to this lease</b>  <i>Give full names, addresses and company's registered number, if any, of each of the parties. For Scottish companies use a SC prefix and for limited liability partnerships use an OC prefix. For foreign companies give territory in which incorporated.</i>	<p><b>Landlord</b></p> <p><b>GLENCAIRN STUART OGILVIE</b> of </p> <p><b>Tenant</b></p>  <p><b>Other parties</b></p> <p><i>Specify capacity of each party, for example "management company", "guarantor", etc.</i></p>
<b>LR4. Property</b>  <i>Insert a full description of the land being leased  or  Refer to the clause, schedule or paragraph of a schedule in this lease in which the land being leased is more fully described.</i>  <i>Where there is a letting of part of a registered title, a plan must be attached to this lease and any floor levels must be specified.</i>	<p><b>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.</b></p> <p>See Clause 1</p>
<b>LR5. Prescribed statements etc.</b>  <i>If this lease includes a statement falling within LR5.1, insert under that sub-clause the relevant statement or refer to the clause, schedule or paragraph of a schedule in this lease which contains the statement.</i>  <i>In LR5.2, omit or delete those Acts which do not apply to this lease.</i>	<p><b>LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.</b></p> <p>The land leased will, as a result of this lease be held in trust for The Wardens Charitable Trust, a non-exempt charity, and the restrictions on disposition imposed by section 36 of the Charities Act 1993 will apply to the land (subject to section 36(9) of that Act)</p>

	<p><b>LR5.2 This lease is made under, or by reference to, provisions of:</b></p> <p>None</p>
<p><b>LR6. Term for which the Property is leased</b></p> <p><i>Include only the appropriate statement (duly completed) from the three options.</i></p> <p><i>NOTE: The information you provide, or refer to, here will be used as part of the particulars to identify the lease under rule 6 of the Land Registration Rules 2003.</i></p>	<p>The Term as specified in this lease at Clause 1</p>
<p><b>LR7. Premium</b></p> <p><i>Specify the total premium, inclusive of any VAT where payable.</i></p>	<p>None</p>
<p><b>LR8. Prohibitions or restrictions on disposing of this lease</b></p> <p><i>Include whichever of the two statements is appropriate.</i></p> <p><i>Do not set out here the wording of the provision.</i></p>	<p>This lease contains a provision that prohibits or restricts dispositions.</p>
<p><b>LR9. Rights of acquisition etc.</b></p> <p><i>Insert the relevant provisions in the sub-clauses or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.</i></p>	<p><b>LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land</b> N/A</p> <p><b>LR9.2 Tenant's covenant to (or offer to) surrender this lease</b> N/A</p> <p><b>LR9.3 Landlord's contractual rights to acquire this lease</b> N/A</p>
<p><b>LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property</b></p> <p><i>Insert the relevant provisions or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions</i></p>	<p>N/A</p>
<p><b>LR11. Easements</b></p> <p><i>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements.</i></p>	<p><b>LR11.1 Easements granted by this lease for the benefit of the Property</b> See Clause 1</p> <p><b>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</b> See Clause 3(15) and 5(7)</p>
<p><b>LR12. Estate rentcharge</b></p>	<p>N/A</p>

<p><b>burdening the Property</b>  Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the rentcharge.</p>	
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<p><b>LR13. Application for standard form of restriction</b></p> <p><i>Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction use this clause to apply for each of them, tell us who is applying against which title and set out the full text of the restriction you are applying for.</i></p> <p><i>Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.</i></p>	<p>The Parties to this lease apply to enter the following standard form of restriction against the title of the Property:</p> <p>Form E as set out in Schedule 4 LRR 2003</p>
<p><b>LR14. Declaration of trust where there is more than one person comprising the Tenant</b></p> <p><i>If the Tenant is one person, omit or delete all the alternative statements.</i></p> <p><i>If the Tenant is more than one person, complete this clause by omitting or deleting all inapplicable alternative statements.</i></p>	<p>The Tenant is more than one person. They are to hold the Property on trust as Trustees of the Wardens Charity (Charity Comms.Reg.No.800334)</p>

THIS LEASE is made the 12<sup>th</sup> day of SEPTEMBER 2011

**BETWEEN:**

(1) GLENCAIRN STUART OGILVIE of [REDACTED]

[REDACTED] (hereinafter called "the Landlord" which expression shall where the context so admits include the person for the time being entitled to the reversion immediately expectant on the term hereby created); and

(2)

[REDACTED] being the Trustees for the time being of the Wardens Charitable Trust (Charity Comms.Reg.No.800334) (hereinafter called respectively "the Trustees" and "the Charity" the expression "the Trustees" including the Trustees for the time being of the Charity who shall be the Tenants of the property demised by this Lease) of the other part

**RECITALS AND SURRENDER:**

The Landlord and the Tenant entered into a lease of the Demised Premises dated 21<sup>st</sup> January 1997 for a term of twenty one years from the date of the lease (the Previous Lease"). In consideration of the grant of this Lease the Tenant hereby surrenders the Previous Lease and the Landlord accepts the surrender so that the Previous Lease is to merge and be extinguished in the reversion immediately expectant on the term of years granted by the Previous Lease. The Landlord and the Tenant each release the other party from all obligations contained in and all liabilities whatever under the Previous Lease or any other deed or document supplemental to the Previous Lease.

**THIS LEASE WITNESSETH as follows:**

1. In consideration of the rents and covenants by the Trustees hereinafter reserved and contained the Landlord hereby demises unto the Trustees ALL THAT piece or parcel of land situate at Aldringham-cum-Thorpe Suffolk

delineated and edged green on the plan annexed hereto TOGETHER WITH the right of way with or without vehicles for the purposes of the Charity's use of the said land and the Charity's facilities at the adjoining property known as "Ness House" and not for any other purpose whatsoever over and along the track seventeen feet six inches wide shown edged red on the said plan (hereinafter called "the Demised Premises") TO HOLD the same unto the

Trustees for the term of Twenty one years from the 12<sup>TH</sup> day of SEPTEMBER

2011 paying therefore during the said term the following rents:

- (a) yearly and proportionately for any fraction of a year the sum of £1.00 (one pound): and
- (b) any other sums due to the Landlord pursuant to the terms of this Lease

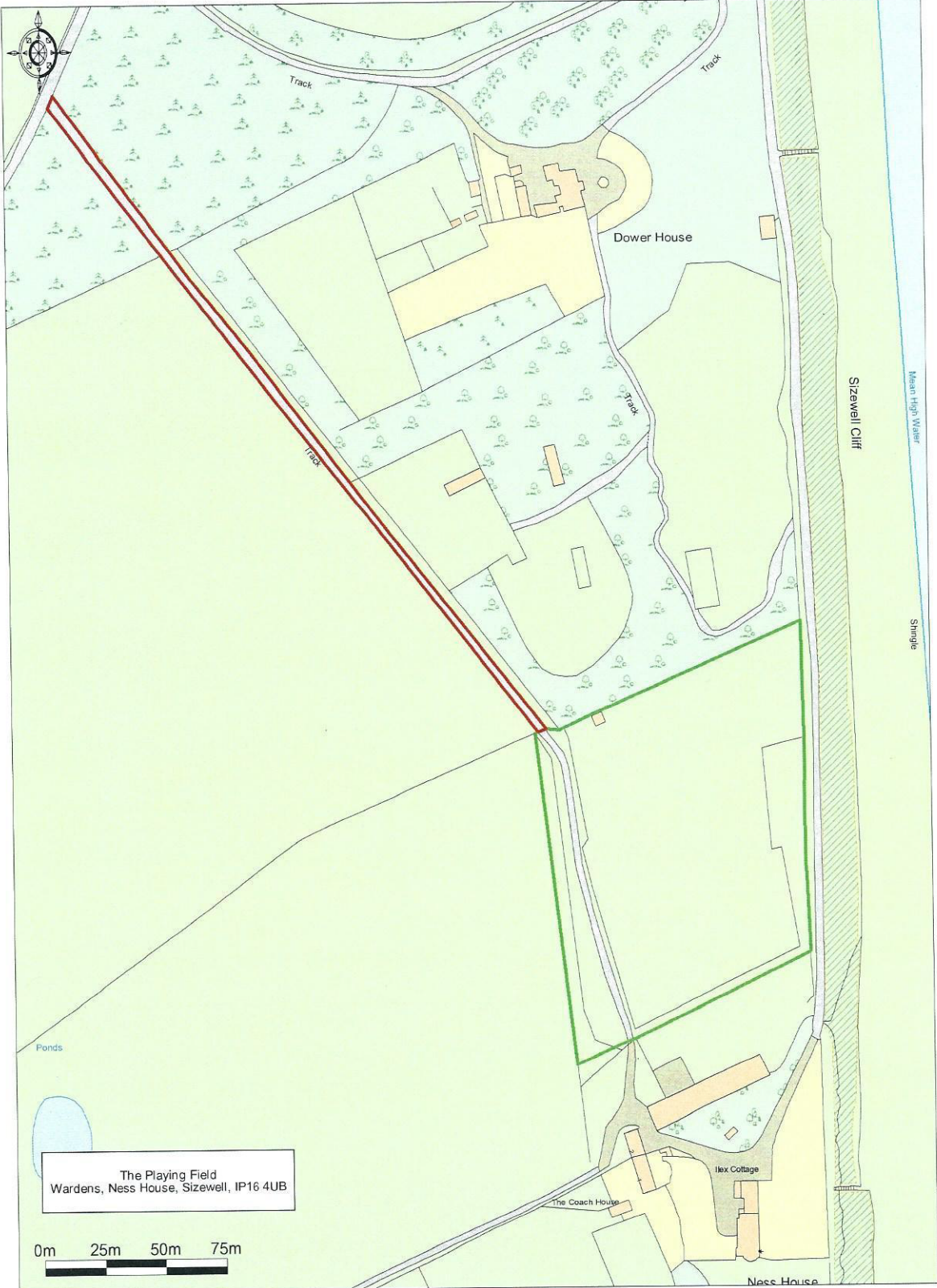
AND the said principal rent of one pound shall in all cases be paid by annual payments in advance without deduction the first payment to be made on the execution of this Lease

2. THE Charity may at its own expense in all respects do any of the following:

- (a) Lay out the land edged green on the plan as a playground and construct swings climbing frames or similar apparatus suitable for the use of children PROVIDED that such apparatus shall be constructed in a proper and workmanlike manner and maintained in good condition and the Trustees shall take reasonable steps to ensure that their use thereof shall be supervised at all times by the adult or adults accompanying the children to Ness House and the Demised Premises
- (b) Erect a gate or locking central post at point 'A' on the plan and to erect posts to indicate the route of the trackway between the points marked 'A' and 'B' on the plan

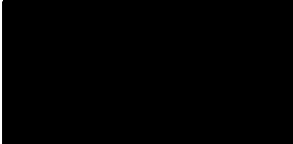
3. THE TRUSTEES hereby jointly and severally covenant with the Landlord

- (1) To pay the reserved rents at the times and in manner aforesaid



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- (2) To discharge all existing and future rates taxes assessments and outgoings whatsoever imposed on or payable by the owner or occupier of the Demised Premises during the term of this Lease
- (3) To pay VAT (or any tax of a similar nature that may be substituted for it or levied in addition to it) chargeable in respect of any payment made by the Trustees under any of the terms of or in connection with this Lease or in respect of any payment made by the Landlord where the Trustees agree in this Lease to reimburse the Landlord for such payment
- (4) To pay interest on any rent or any other sum due under this Lease whether formally demanded or not which shall be unpaid 14 days after the date upon which it is due at the rate of 5% per annum above Barclays Bank plc base rate prevailing from time to time or at a rate equivalent to any replacement for base rate which may hereafter be introduced
- (5) Not to assign or underlet or otherwise part with possession of the Demised Premises or any part thereof except to a Trustee or Trustees appointed to replace a present or subsequent Trustee or Trustees who shall retire or die
- (6) Not to erect or cause or permit to be erected any temporary or permanent building of any kind on the Demised Premises nor to park permanently or on a regular basis any vehicle or caravan or other similar chattel adapted for working sleeping or playing inside save that this covenant shall not preclude the erection and use of tents and the parking of their vehicles by visitors to Ness House who have made prior arrangements with the Warden to do so

- (7) To use the Demised Premises only as a playground and amenity area for the use of the Charity and in direct connection with its primary purposes
- (8) To maintain in good condition a gate at point B on the plan
- (9) To keep the access track in a passable condition suitable for use by ordinary motor vehicles at all times and to fill in any ruts and potholes with rubble or any other suitable or equivalent material
- (10) Not to commit or permit or suffer to be committed any waste whether permissive voluntary or ameliorating in or upon the Demised Premises
- (11) Not to do or omit or to permit or suffer to be done or omitted any act matter or thing in on or respecting the Demised Premises required to be omitted or done (as the case may be) by the Town and Country Planning Act 1990 or which shall contravene the provisions of the said Act and at all times hereafter to indemnify and keep indemnified the Landlord against all actions proceedings costs expenses claims and demands in respect of any such act matter or thing contravening the said provisions
- (12) To comply forthwith at the Trustees' own expense with any nuisance sanitary or other statutory notice lawfully served by any local or public authority upon either the Landlord or the Trustees with respect to the Demised Premises and to keep the Landlord fully and effectually indemnified against all proceedings costs expenses claims and demands in respect thereof
- (13) Within seven days of the receipt of notice of the same to give full particulars to the Landlord of any permission notice order or proposal for a notice or order relating to the Demised Premises made given or issued to the Trustees by any government department local or public authority under or by virtue of any statutory powers and if so required

by the Landlord to produce such permission notice order or proposal for a notice or order to the Landlord and also without delay to take all reasonable or necessary steps to comply with any such notice or order and also at the request of the Landlord to make or join with the Landlord in making such objections or representations against or in respect of any such notice order or proposal as aforesaid as the Landlord shall deem expedient

- (14) At all times to maintain full public liability insurance with an insurance company or underwriters of repute and to indemnify the Landlord his estate and effects from all liability arising from any accident or event occurring on the Demised Premises or on the access track during the currency of this Lease or arising from the Charity's occupation of the Demised Premises and to produce a copy of the same if requested to do so by the Landlord or his agent
- (15) To permit the Landlord and duly authorised agents at all reasonable times to enter upon the Demised Premises to inspect the condition thereof and for all other reasonable purposes
- (16) So far as the Trustees are empowered to remove alter or otherwise deal with the apparatus on the Demised Premises and subject to the service of notice by the Landlord pursuant to Clause 5(2) hereof they shall do so in a workmanlike manner fully complying with all the regulations and requirements of any competent authority and to the satisfaction of the Landlord's Surveyor such removal or alteration shall be effected so as not to cause any damage to the Demised Premises and forthwith after such removal or alteration the site of the removed erection shall be restored so far as possible to its present condition or in default thereof the Trustees shall pay to the Landlord proper and adequate compensation for any damage so caused

- (17) To deliver up the Demised Premises at the determination of the term in a condition consistent with the foregoing provisions and with all apparatus removed
- (18) To pay the Landlord's Surveyors' and legal fees in connection with the preparation of this Lease

4. THE Landlord hereby covenants with the Trustees that the Trustees observing and performing the stipulations and provisions hereinbefore contained shall peaceably hold and enjoy the Demised Premises during the said term without any interruption by the Landlord or any person rightfully claiming under or in trust for him

5. PROVIDED always and it is hereby agreed and declared:-

- (1) If the reserved rents or any part thereof shall be in arrear for 21 days (whether formally demanded or not) or if there shall be a breach of any stipulation or provision contained in the schedule hereto or if the Charity shall cease to exist the Landlord may re-enter on the Demised Premises and thereupon the term hereby created shall forthwith determine without prejudice to the Landlord's rights and remedies in respect of any such breach
- (2) On the determination of the Tenancy or within one month thereafter if the reserved rents shall be duly paid up to such determination and there shall not be any unsatisfied breach of any stipulation or provision contained in the schedule hereto the Trustees may remove all or any structures or fixtures placed by them on the Demised Premises unless the Landlord shall before (or if the Tenancy is determined otherwise that by effluxion of time then within two weeks after) such determination give notice to the Trustees of his intention to purchase the same or any of them at a price to be agreed upon between the

parties or in default of such agreement by two valuers (one to be appointed by each party) or their umpire in the usual manner

- (3) Any notice under this Lease shall be in writing and may be served on the person on whom it is to be served either personally or by leaving it at Ness House Sizewell in the case of the Trustees or at his last known place of abode or by sending it by registered post or the recorded delivery service to such premises or place In the case of a notice to be served on the Landlord it may be served in like manner upon any agent for the Landlord duly authorised in that behalf
- (4) Reference in this Lease to the Town and Country Planning Act 1990 shall be deemed also to include both (a) all regulations made under that statute and (b) all statutory re-enactments or modifications of that statute together with all regulations made or deemed to be made thereunder
- (5) This Lease is a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995 section 1
- (6) It is certified that there is no agreement for lease to which this document gives effect
- (7) There is excluded from this Lease the benefit of any rights of air or light or otherwise except as expressly granted by this Lease

**IN WITNESS** whereof the parties hereto have executed this lease the day and year first above written

SIGNED and DELIVERED as a Deed )  
by **GLENCAIRN STUART OGILVIE** )  
in the presence of: )

witness name

witness signature

witness address

