



MARLBOROUGH ROAD PUBLIC TOILETS

TOWN COUNCIL MEETING

REPORT 36/17

22 MAY 2017

The purpose of this paper is to ask Members to agree the basis on which it takes management of the Marlborough Road Public Toilets.

No. DETAIL

1) BACKGROUND

- a) The Isle of Wight Council approved the freehold transfer of the Marlborough Road Public Toilets along with those on the Esplanade and in Ventnor Park to the Town Council with effect from 1 April 2016.
 - b) The freehold transfers of the Eastern Esplanade and Ventnor Park Public Toilets have been completed but those at 1 Marlborough Road remain managed by the Town Council on the basis of a Tenancy at Will.
 - c) The delay is the consequence of complications for the legal transfer of the fact that these toilets are part of a terrace and the site includes a flat directly above them leaving the Town Council with the options of either proceeding with the freehold transfer including the flat or to accept a long term lease of them.
 - d) The freehold for the whole building is held by the Isle of Wight Council and the flat is subject to a lease of July 1990 for a term of 125 years to what was then South Wight Housing Association that has passed to the Southern Housing Group.
 - e) The lease is attached to this report.
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2) LEGAL ADVICE

- a) The Town Council meeting of 10 April, in Minute 29/17 authorised the Clerk to refer the matter to the Town Council's Solicitor for advice on the relative merits and risks of each of the two options in time for the Public Buildings Working Group to assess the advice in advance of a decision at the Town Council meeting of 22 May 2017.
 - b) In the event, the next meeting of the Group is the day after the Town Council meeting.
 - c) In response to the request for legal advice, the Town Council's solicitor, Glanville's Rajinder Sangha, states in his email of 26 April: *In the circumstances I would recommend a long lease to VTC. This way, you merely have to concentrate on the toilets as to taking on freeholder responsibilities for the entire building. This includes organising possible repairs, maintenance and insurance.*
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3) RECOMMENDATION

Members are recommended to either:

- i) refer the issue to tomorrow's meeting of the Assets & Services Working Group with, or without, delegated powers to proceed; or
 - ii) make the option choice between a long lease for the toilets only or a freehold transfer of the whole building.
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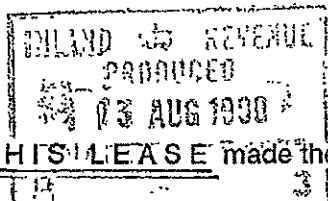
These are the notes referred to on the following official copy

Title Number IW24094

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

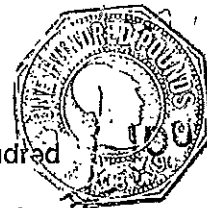
Please note that this is the only official copy we will issue. We will not issue a paper official copy.



We Certify this to be a true copy

Ashurst Morris Crisp

Ashurst Morris Crisp



THIS LEASE made the 30th day of July One thousand nine hundred and ninety BETWEEN THE SOUTH WIGHT BOROUGH COUNCIL of Town Hall Grafton

Street Sandown in the Isle of Wight (hereinafter called "the landlord") which expression shall where the context so admits include its successors in title or the person for the time being entitled to the reversion immediately expectant on the determination of the term hereby created) of the one part and SOUTH WIGHT HOUSING ASSOCIATION LIMITED of Ferncliff House Beachfield Road Sandown in the said Isle (hereinafter called "the tenant" which expression shall where the context so admits include its successors in title) of the other part

WHEREAS:

(1) The landlord is the owner in fee simple in possession of the property known as 1 Marlborough Road Ventnor in the Isle of Wight (hereinafter called "the Property") shown edged red on Plan numbered 1 annexed hereto _____

NOW THIS LEASE made in consideration of the sum of TEN THOUSAND POUNDS

(£10,000) paid by the tenant to the landlord (payment whereof the landlord hereby acknowledges) and of the rent and covenants on the part of the tenant hereinafter reserved and contained _____

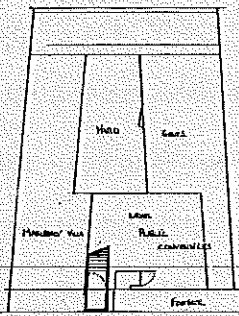
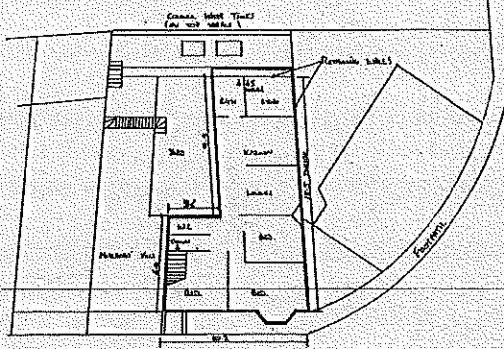
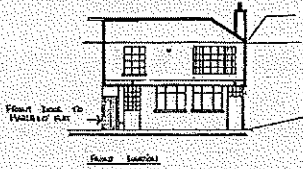
WITNESSETH as follows:-

1. THE landlord hereby demises unto the tenant ALL THAT the upper floor including the roof of the Property TOGETHER with the access from the public highway and the entrance hall and stairs leading to the upper floor all as shown edged green on Plan numbered 2 annexed hereto (hereinafter called "the demised premises") AND TOGETHER with the rights and easements contained in the First Schedule hereto but Except and Reserving unto the landlord the rights and easements contained in the Second Schedule hereto TO HOLD the same unto the tenant from the date hereof for the term of One hundred and twenty five years paying therefor during the said term the yearly rent of a peppercorn (if demanded) but subject to the obligations and rights set out in the Third Schedule hereto _____
2. THE tenant hereby covenants with the landlord to observe and perform the covenants stipulations and restrictions contained in the Third Schedule hereto _____

3. THE landlord hereby covenants with the tenant as follows:-

- (1) To pay all existing future rates taxes assessments and outgoings now or hereafter imposed or payable in respect of the retained premises _____
- (2) To insure and keep insured the Property during the term hereby granted against loss or damage by fire and aircraft and all other reasonable and conventional risks as may be available in any insurance office of repute to the full reinstatement value thereof and to make all payments necessary for the above purposes within seven days after the same shall respectively become payable and to produce to the tenant on demand the policy of such insurance and the receipt for every such payment _____
- (3) As often as the Property or any part thereof shall be destroyed or damaged as aforesaid to rebuild and reinstate the same to the satisfaction of the tenant's Surveyor and it is hereby agreed that any moneys received in respect of such insurance shall be applied so far as the same shall extend in rebuilding or reinstating the Property in accordance with the then existing byelaws regulations and planning and development requirements of any competent authority then affecting the same and if the moneys received under such policy or policies of insurance shall be insufficient for the full and proper rebuilding and reinstatement of the Property then to make up any deficiency out of its own money _____
- (4) To repair and keep in good and substantial repair the retained premises and all additions thereto and the walls and drains thereof all exterior paintwork to be painted and all other exterior surfaces to be treated in an appropriate manner at least once in every three years _____
- (5) The tenant paying the rent hereby reserved (if demanded) and performing and observing the covenants on its part herein contained shall peaceably hold and enjoy the demised premises for the term hereby granted without any interruption by the landlord or any person lawfully claiming through under or in trust for him _____
- (6) Not to use the retained premises save for the purposes of public conveniences or such other purpose as the tenant may from time to time approve (such approval not

PLAN No. 1



MARLBOROUGH ROAD

MARLBORO' FLAT BLOCK (Four Storeys)

A.S. Kingham
MEMBER OF THE COUNCIL

R. ...
DEPUTY TOWN CLERK

REAR COURTYARD (See note 1)

N.B. ALL MEASUREMENTS IN METRES
DO NOT SCALE.

617

- Notes:
1. Rear of Unit Route By Flat must remain Public Carriageway. Any Use or Structure must be set.
 2. Street Light And P.C. Line Fine To District of Flat.



Revisions:



SALISBURY GARDENS
DUDLEY ROAD
VENTNOR I.O.W.
TEL- 852703

Date: JANUARY 1990
Scale: 1:250

SITE PLAN OF
MARLBORO' FLAT AND
PUBLIC CONVENIENCES.

DRG. NO. 90/2

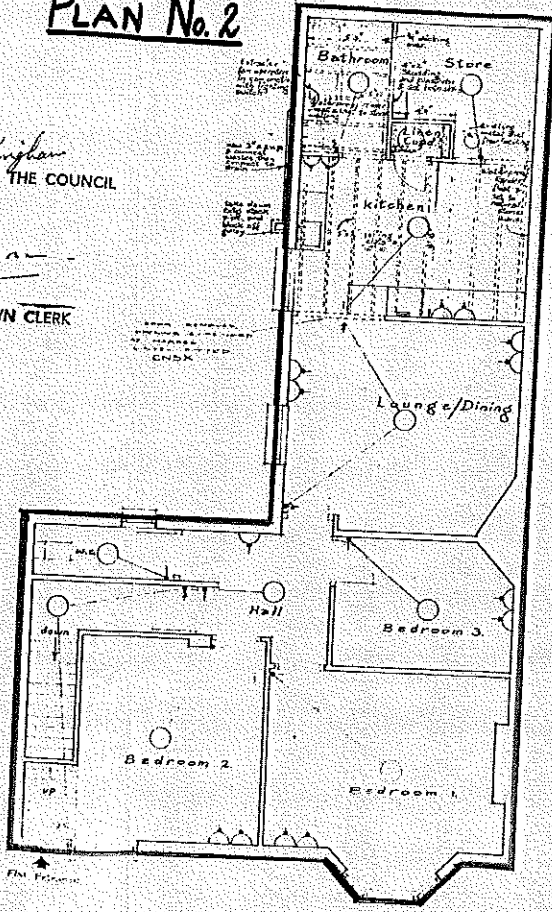
PLAN No. 2



D.S. Houghton
MEMBER OF THE COUNCIL

R. Pearson
DEPUTY TOWN CLERK

W118



PROPOSED M.C.
MARLBOROUGH

to be unreasonably withheld or delayed) ~~maintained by the landlord as a Local Authority~~ _____

01/11/22

4. PROVIDED ALWAYS that if any of the covenants on the part of the tenant herein contained shall not be observed and performed then if such non-observance or non-performance shall not be remedied within twenty eight days it shall be lawful for the landlord or any person or persons authorised by him in that behalf at any time thereafter to re-enter the demised premises or any part thereof in the name of the whole and thereupon the term hereby created shall absolutely determine but without prejudice to any antecedent breach of the covenants by the tenant herein contained _____

I N W I T N E S S whereof the landlord and the tenant have caused their respective common seals to be hereunto affixed the day and year first before written _____

THE FIRST SCHEDULE before referred to

1. The right to the free passage and running of water gas electricity and soil and all other services from and to the demised premises through the pipes wires and drains and other service media which are now or may be hereafter in under or over the retained premises -
2. All rights of support and protection now enjoyed by the demised premises _____
3. The right for the tenant and its duly authorised agents upon giving reasonable notice to enter upon the retained premises and to use the door from the retained premises to the yard for the purpose only of repairing and maintaining the demised premises in accordance with the tenant's covenants in that respect herein contained the tenant making good any damage caused thereby _____

THE SECOND SCHEDULE referred to

1. The right to the free passage and running of water gas electricity and soil and all other services from and to the retained premises through the pipes wires and drains and other service media which are now or may be hereafter in under or over the demised premises-
2. The right of support and protection from the demised premises _____
3. The right to retain the water pipes from the tanks shown on Plan numbered 1 annexed hereto through the demised premises to the retained premises _____

4. The right to retain the metal duct on the demised premises the approximate position of which is shown on Plan numbered 2 annexed hereto _____

5. The right on at least fourteen working days prior notice in writing to remove or re-route the pipes referred to in Clause 3 of this Schedule subject to the landlord causing as little damage and inconvenience to the tenant as is possible and forthwith making good any damage so caused _____

6. The right to retain the existing illuminated signs on the front wall of the demised premises and such right as may be necessary for the repair maintenance or renewal thereof

7. The right for the landlord and its authorised agents and workmen upon giving at least twenty eight days prior written notice (except in the case of emergency) and with or without tools and equipment to enter the demised premises for the purpose of carrying out any necessary works of repair or maintenance to the retained premises and the said water pipes and metal duct and illuminated signs causing as little damage and inconvenience as possible and forthwith making good any damage caused thereby _____

THE THIRD SCHEDULE referred to

1. To pay the reserved rent (if demanded) on the days and in the manner aforesaid-

2. To pay all existing and future rates taxes assessments and outgoings whether parliamentary local or otherwise now or hereafter imposed or charged upon the said demised premises or any part thereof or on the landlord or the tenant respectively _____

3. To keep the demised premises and every part thereof in good and substantial repair and condition throughout the term hereby granted and it is hereby declared and agreed that there is included in this covenant as repairable by the tenant (including replacement where necessary) the roof of the demised premises and the windows of the demised premises—

4. To sweep and thoroughly cleanse the chimneys of the demised premises at such times as may be necessary and so that not more than twelve months elapse between any two successive cleanings _____

5. To keep in repair and replace when necessary all cisterns pipes wires ducts radiators and other things installed for the purpose of supplying water (cold and hot) gas electricity

central heating or for the purpose of draining away water soil or for allowing the escape of steam or other deleterious matter from the demised premises insofar as such things are installed and used only for the purposes of the demised premises and for the purpose of such repairs the tenant and its workmen shall have access to such pipes wires ducts and other things where they are in upon or under the retained premises upon proper notice being given to the landlord and making good any damage done thereby _____

6. To permit the landlord and its duly authorised agents with or without workmen and others twice a year upon giving fourteen days prior notice in writing at reasonable times to enter upon and examine the condition of the demised premises and thereupon the landlord may serve upon the tenant notice in writing specifying any repairs required to be done by the tenant pursuant to its covenants herein contained and require the tenant forthwith to execute the same and if the tenant shall not within one month after the service of such notice proceed diligently with the execution of such repairs then to permit the landlord to enter upon the demised premises and execute such repairs and the cost thereof shall be a debt due to the landlord from the tenant and be forthwith recoverable by action _____

7. Not to make any substantive alterations in the demised premises without the approval in writing of the landlord (such not to be unreasonably withheld or delayed) to the plans and specifications thereof and to make all such alterations in accordance with such plans and specifications. The tenant shall at its own expense in all respects obtain all licences approval of plans permissions and other things necessary for the carrying out of such alterations and comply with the byelaws and regulations and other matters prescribed by any competent authority either generally or in respect of the specific works involved in such alterations —

8. Within one calendar month after every assignment assent transfer or underlease (otherwise than by way of mortgage) of the demised premises to give notice thereof in writing with particulars thereof to the landlord and to produce a certified copy of the assignment assent transfer or underlease to the landlord PROVIDED THAT in the case of a devolution of the interest of the tenant not perfected by an assent within twelve months of the happening thereof to produce to the landlord the probate of the Will or letters of administration under

OK which such devolution arose ^{and} to pay to the landlord a registration fee of Ten pounds plus VAT in respect of each such assignment assent transfer underlease or devolution _____

9. At the termination of the tenancy to yield up the demised premises and all fittings and fixtures therein in such repair as may be in accordance with the tenant's covenants herein contained _____

10. Not to do or permit or suffer to be done in or upon the demised premises anything which may be or become a nuisance or cause damage to the landlord the owner or owners for the time being of the retained premises or neighbouring owners and occupiers or whereby any insurance for the time being effected on the property or any contents thereof may be rendered void or voidable or whereby the rate of premium may be increased _____

11. Not to use or permit the demised premises to be used for any trade or business or for any purpose other than as a residential dwelling for one family only _____

12. To pay to the landlord one half of the annual premiums for the insurance policy of the property within seven days on demand _____

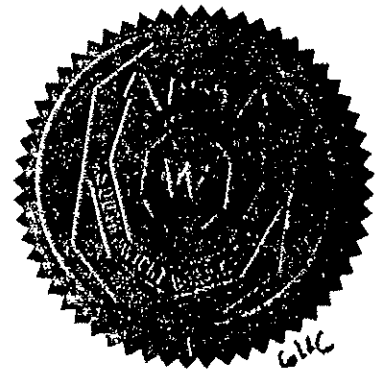
Rider - A.M.C. 6/3/90 (see insurance)

THE COMMON SEAL OF THE SOUTH WIGHT)
BOROUGH COUNCIL was hereunto)
affixed in the presence of:-)

A.S. Stincham
Member of the Council

Rearson

Deputy Town Clerk and ~~Chief Executive~~



RIDER

13. This Lease is made under Section 133 of the Housing Act 1988 and the parties hereto apply to the Chief Land Registrar for the entry of the restriction required by that provision.

AMC 5/3/71

(see elsewhere)

DATED _____ 1990

SOUTH WIGHT BOROUGH COUNCIL

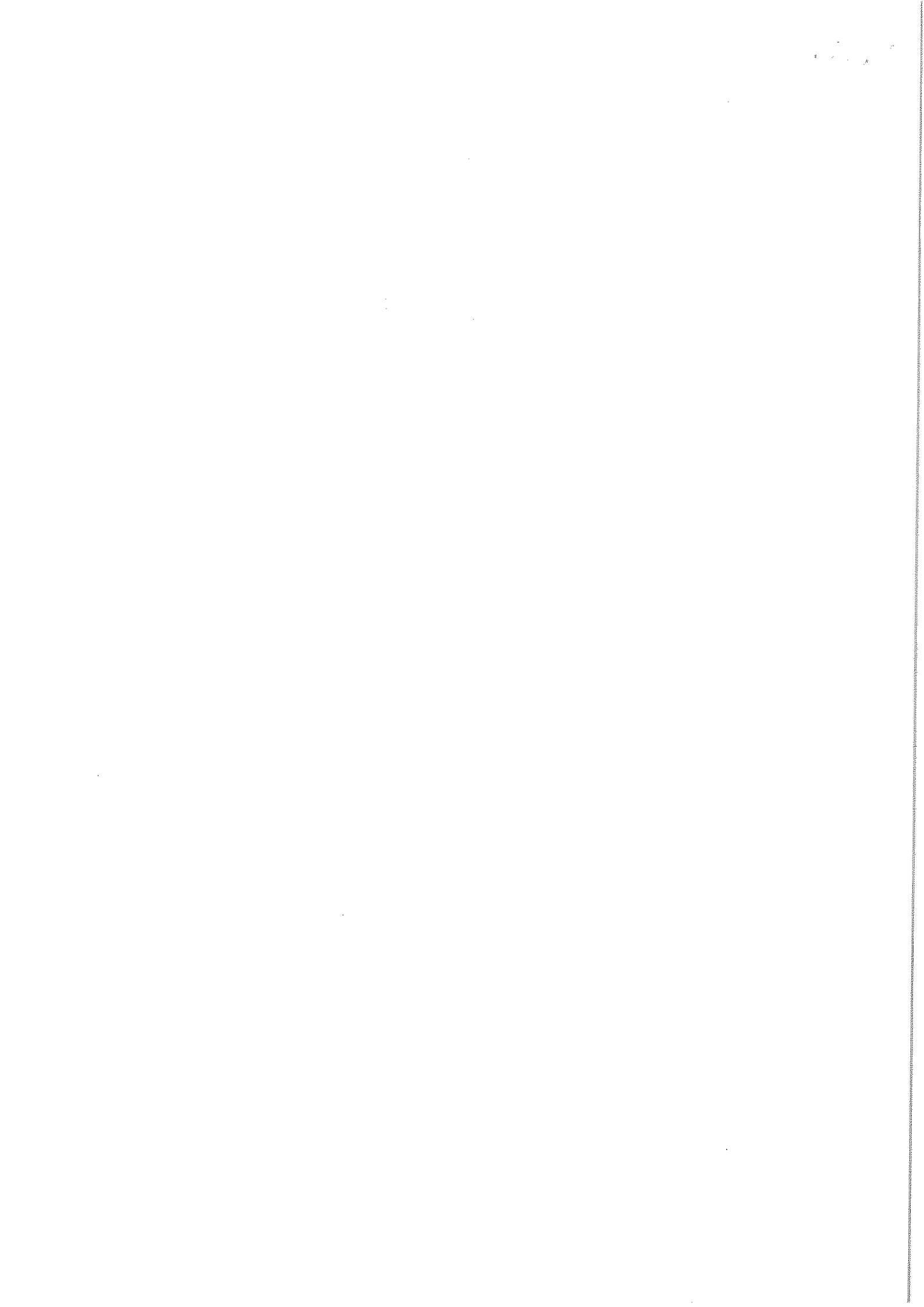
-to-

SOUTH WIGHT HOUSING ASSOCIATION
LIMITED

LEASE

-of-

1 Marlborough Road Ventnor
in the Isle of Wight



OFFICIAL COPY OF REGISTER ENTRIES

This official copy shows the entries subsisting on the register on **24 March 2005 at 14:35:56**.
This date must be quoted as the 'search from date' in any official search application based on this copy.

Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.

Issued on 24 March 2005.

This title is dealt with by **Land Registry Portsmouth Office**.

Land Registry

Title Number : **IW24094**

Edition Date : 24 March 2005

A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

ISLE OF WIGHT

1. (30.08.1990) The **Leasehold** land shown edged with red on the plan of the above Title filed at the Registry and being 1 Marlborough Road, Ventnor.

NOTE 1: Only the First Floor Flat together with Entrance Hall and Staircase leading thereto is included in the title.

2. By transfers of adjacent or neighbouring land pursuant to Chapter 1 of Part 1 of the Housing Act 1980 or Part V of the Housing Act 1985 the land in this title has the benefit of and is subject to the easements and other rights prescribed by Paragraph 2 of Schedule 2 of the Housing Act 1980 or Schedule 6 of the Housing Act 1985.
3. Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
DATE : 30 July 1990
TERM : 125 years from 30 July 1990
RENT : A Peppercorn (if demanded)
PARTIES : 1.The South Wight Borough Council
2.South Wight Housing Association Limited

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title Absolute

1. (30.08.1990) **PROPRIETOR:** SOUTH WIGHT HOUSING ASSOCIATION LIMITED (Industrial and Provident Society No.26341R) of The Courtyard, St Cross Business Park, Newport, Isle of Wight PO30 5BF.
2. **RESTRICTION:** Except under an order of the registrar no disposition by the proprietor of the land is to be registered and none shall take effect unless made with the consent of the Housing Corporation when such consent is required under the provisions of section 9 of the Housing Associations Act 1996.
3. (30.08.1990) **RESTRICTION:** Except under an order of the registrar no charge by the proprietor of the land is to be registered unless a certificate signed by the secretary or solicitor thereto has been furnished that such charge does not contravene any of the provisions of the rules of the said proprietor.
4. (30.08.1990) **RESTRICTION:**-Except under an order of the Registrar no disposition by the proprietor of the land (except an exempt disposal as defined by Section 81(8) Housing Act 1988) is to be registered without the consent of the Secretary of State for the Environment to that disposition made under the provisions of Section 133 of that Act.
5. (30.08.1990) **RESTRICTION:**-Except under an order of the Registrar no disposition of a qualifying dwellinghouse (except to a qualifying person or persons) is to be registered without the consent of the Secretary of State for the Environment given under Section 171D(2) of the Housing Act 1985 as applied by the Housing (Preservation of Right to Buy) Regulations 1989.
6. (06.09.2004) **RESTRICTION:** No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 23 August 2004 in favour of Nationwide Building Society referred to in the Charges Register, or if appropriate, signed on such proprietor's behalf by its authorised officer.

C: Charges Register

This register contains any charges and other matters that affect the land.

1. (30.08.1990) Such dwellinghouses as are listed in the Schedule of qualifying dwellinghouses hereto are the subject of a preserved right to buy entered on the date shown in the Schedule in favour of qualifying persons as determined by Sections 171A-H of the Housing Act 1985 as applied by The Housing (Preservation of Right to Buy) Regulations 1989.

Schedule of qualifying dwellinghouses the subject of a preserved right to buy

ITEM NO.	DESCRIPTION OF QUALIFYING DWELLINGHOUSE	DATE OF ENTRY OF NOTICE
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C: Charges Register continued

- 1 First Floor Flat, 1 Marlborough Road 30.8.1990
2. (06.09.2004) **REGISTERED CHARGE** dated 23 August 2004 affecting also other titles.
- NOTE: Charge reference HP25940.
3. (06.09.2004) **PROPRIETOR: NATIONWIDE BUILDING SOCIETY** of Nationwide House, Pipers Way, Swindon L SN38 1NW.
-

END OF REGISTER

NOTE: The date at the beginning of an entry is the date on which the entry was made in the Register.

