



Mrs J Nolan
Clerk to the Council

Tel: 01977 611583
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The Parish Council Community Centre
Bell Lane, Ackworth
Pontefract, WF7 7JH

23 January 2026

Sent via email to @btinternet.com

Dear

Freedom of Information Request

I write in response to your Freedom of Information request dated 23 December 2025, as detailed below.

Under the freedom of information, can I please have a copy of the expired lease(s) between the Parish and WMDC for the Low Ackworth Playing fields and community Centre, taken out in 1987

Plus a copy of the Supplementary lease taken out 2001 on the Centre (That was mentioned at the last parish Meeting)

Enclosed are the copies of both the 1987 lease and the 2001 supplementary lease. I have listened back to the Council meeting recording and cannot make note of the 2001 supplementary lease having been discussed, however I can confirm the attached are the only copies from 1987 and 2001 held on record.

If you are unhappy with the way your request for information has been handled, you have a right to appeal or escalate directly to the Information Commissioner by phone 0303 123 1113 or website <https://ico.org.uk/>

On this occasion, there is no charge for making this request.

Yours sincerely

Jemma Nolan
Clerk to the Council



RE: LAND OFF STATION ROAD ACKWORTH

THIS LEASE is made the 8th day of November 2001 BETWEEN THE COUNCIL OF THE CITY OF WAKEFIELD (hereinafter called "the Council") which expression shall where the context so admits include 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 ACKWORTH PARISH COUNCIL c/o The Parish Council Bell Lane Ackworth Pontefract WF7 7JH (hereinafter called "the Tenant" which expression shall where the context so admits include its successors in title) of the other part

WHEREAS

- (1) This deed is supplemental to the within written Lease (hereinafter called "the Lease") dated the 3rd day of March 1987 between the same parties hereto
- (2) The Tenant has requested the Council to grant a further Lease to it which the Council has agreed to do upon the terms hereafter expressed

NOW THIS DEED WITNESSETH as follows:

1. The Council hereby demises unto the Tenant ALL the premises situate at and known as Ackworth Community Centre Station Road Low Ackworth Pontefract West Yorkshire TOGETHER with a right of way (in common with the Council and all others entitled thereto) over the adjoining land of the Council for the purpose of gaining access to and egress from the Premises but otherwise including the same exceptions and reservations as are comprised in the Lease TO HOLD the same Unto the Tenant for the term of 21 years commencing on the 23rd day of July 1997 PAYING therefor during the said term an initial rent at the rate of £500.00 per annum (plus Value Added Tax if requested by the Council) SUBJECT to the provisions of

Clause 3 hereof to be paid on the same days and in the like manner as the rent reserved by the Lease (the first payment of the rent under this demise being a proportion of the quarters rent to the 30th September 1997 to be due on the 23rd day of July 1997) and subject to and with the benefit of such and the like Tenant's and Council's covenants respectively and all other provisos and stipulations as are contained in the Lease (including the proviso for re-entry) except as varied hereby

2. The Tenant hereby covenants with the Council

- (a) to pay the initial rent of £500.00 hereby reserved and any revised rent agreed between the parties in accordance with Clause 3 hereof (plus Value Added Tax if requested by the Council) on the days and in the manner aforesaid
- (b) not to underlet (except as hereinafter provided) or part with the possession of the premises or any part thereof
- (c) Not to assign the whole or part of the premises provided that the whole of the premises may be assigned or underlet to Low Ackworth Community Association with the prior written consent of the Council and which if given in respect of an assignment shall be conditional upon the Lessee entering into a covenant with the Council in the Assignment Deed in the form set out in the Schedule hereto Provided that for the avoidance of doubt it is expressly agreed between the parties hereto that Clause 4(f) hereof shall apply (inter alia) to the conditions mentioned in this Sub Clause in accordance with Section 22 (1C) of the Landlord and Tenant (Covenants) Act 1995

3. IT IS HEREBY AGREED as follows

- (a) at the expiration of each three year period for the term hereby granted (hereinafter called "the review date") the rent payable by the Tenant hereunder shall be reviewed and shall be such rent (hereinafter called "the new rent") as shall have

previously been agreed between the Council and the Tenant or determined as hereinafter provided to be the current market rental value of the premises at the review date

(b) the "current market rental value" shall mean the gross full market rent without any deduction whatsoever at which the demised premises might reasonably be expected to be let at the relevant Review Date in question in the open market without a fine or premium and with vacant possession by a willing landlord for a term of 21 years under a lease on the same terms and conditions in all respects as this present Lease and upon supposition (if not a fact) that the Tenant has complied with all the covenants as to repair and decoration herein imposed

(c) if any such Agreement shall not have been made six months before the relevant review date the Council may require an independent qualified surveyor (hereinafter called "the Surveyor") to be appointed by the President for the time being of the Royal Institution of Chartered Surveyors to determine the new rent and the Surveyor shall:-

- (i) act as an expert and not as an arbitrator
- (ii) consider any statement of reasons or valuation or report submitted to him as aforesaid but will not be in any way limited or fettered
- (iii) be entitled to rely on his own judgment and opinion
- (iv) not be required to state any reason for his determination
- (v) within two months after his appointment or within such extended period as the Council may agree give to the Council and to the Tenant written notice of the amount of the rent as determined by him

the decision of the surveyor shall be final on all matters referred to him

(d) if the Surveyor does not give notice of his determination within the time and in the manner aforesaid or if he relinquishes his appointment or dies or if for any reason it becomes apparent that he will be unable to complete his duties hereunder the Council may apply for the appointment of a new Surveyor in his place (and sub-clause 3(c) hereof will operate in relation to that application as in relation to the original application) and this procedure may be repeated as many times as may be necessary

(e) any Agreement between the Council and the Tenant as to the rent to operate for each period of three years shall be in writing signed by the parties or their agents

(f) the new rent shall be payable by the Tenant forthwith on and from each rent review date provided that should the decision of the surveyor not have been made before the relevant review date the new rent shall be due from the Tenant as from the first day following notice of the determination of the new rent being given to him by the Council calculated by reference to the relevant review date

(g) the fees of the Surveyor shall be shared equally between the Council and the Tenant

4. THE Council and the Tenant hereby mutually covenant that they will respectively perform and observe the several covenants (except the covenant to pay rent) provisos and stipulations in the Lease expressed as fully as if the same covenants provisos and stipulations had been herein repeated in full with such modifications as are necessary to make them applicable to this demise and in the event of the said rent being in arrears for 14 days after a date for payment thereof and if demanded by the Council to pay interest on such rent so in arrear from the said payment date at a rate two per centum above the base rate for the time being of the Co-operative Bank Plc

5. IF any dispute or difference shall arise concerning any clause matter or thing herein contained or the operation or construction thereof or any matter or thing in any way connected with this Lease (other than a dispute arising under Clause 3(h) of the Lease then and in every such case the dispute or difference shall be determined (such determination to be conclusive on the parties hereto) by a single arbitrator being a surveyor appointed by the President for the time being of the Royal Institution of Chartered Surveyors in accordance with the Arbitration Act 1950 or any statutory modification or re-enactment thereof for the time being in force

6. IN this Lease words importing the singular shall include the plural and vice versa and words importing the masculine gender shall include the feminine gender and vice versa

7. THE parties hereto certify that there is no Agreement for Lease to which this Lease gives effect

8. This Lease does not create any right enforceable by any person not a party to it and the provisions of the Contracts (Rights of Third Parties) Act 1999 do not apply

IN WITNESS whereof the Council has hereunto affixed its common seal and
WILLIAM STOREY. *ALAN EDWARDS* *ADDRESSES REDACTED* two members

of the Ackworth Parish Council set their hands the day and year first before written

THE SCHEDULE hereinbefore referred to

The Assignor hereby covenants with the Council (Provided that this covenant shall not impose on the Assignor any liability whatsoever in relation to any time after the Assignee is released from all of his obligations as Tenant under the Tenancy by virtue of the Landlord and Tenant (Covenants) Act 1995 ("the Act")) pursuant to the condition imposed as regards the Council's consent to an assignment of the tenancy

and to the intent that this covenant shall constitute an authorised Guarantee Agreement within the meaning of the Act

- (a) that the Assignor as principal debtor will indemnify the Council against all losses incurred as a result of any failure by the Assignee to comply with the terms of the tenancy and will guarantee performance of the said terms by the Assignee
- (b) that this covenant shall be enforceable notwithstanding any forbearance given by the Council to the Assignee in respect of the payment of the rents or the observance and performance of any of the other covenants or terms of the tenancy and whether or not the terms may have been varied by agreement between the parties (provided such variations are not prejudicial to the Assignor)
- (c) that if at any time during the term of the tenancy the Assignee shall become bankrupt or (being a company) shall enter into liquidation and the trustee in bankruptcy or liquidator shall validly disclaim this tenancy the Assignor shall if the Council shall by notice within 90 days after such a valid disclaimer so require and within a reasonable time take from the Council a Lease of the premises for the residue of the contractual term which would have remained had there been no disclaimer at the rent then being payable and subject to the same covenants and terms as applied to the tenancy immediately prior to the disclaimer such new Lease to take effect from the date of the disclaimer and in such case the Assignor shall pay the costs of the new Lease and execute and deliver to the Council a counterpart of it
- (d) that if the tenancy shall be disclaimed and for any reason the Council shall not require the Assignor to accept a new Lease of the premises in

accordance with the foregoing sub-clause the Assignor shall pay to the Council on demand an amount equal to the difference between any money received by the Council for the use or occupation of the premises and the rents in both cases for the period commencing with the date of such disclaimer and ending 6 months after the date of such disclaimer or on the date (if any) upon which the premises are re-let whichever is the earlier.

(e) that the Assignor will throughout the tenancy notify the Council in writing of any and all of the Assignor's changes of address

THE COMMON SEAL of THE COUNCIL)

OF THE CITY OF WAKEFIELD was)

hereunto affixed in the presence of:-)

Solicitor to the Council

SIGNED by the said WILLIAM STANLEY)

in the presence of:-)

SUSAN JANE TEMPLEMAN

COOKS

Occupant

CLERK TO ACKWORTH PARISH COUNCIL

SIGNED by the said RICHARD EDWARDS

in the presence of:-)

SUSAN JANE TEMPLEMAN

Address

Occupant CLERK TO ACKWORTH PARISH COUNCIL

WL 1348

DATED

3rd March

1987

THE COUNCIL OF THE CITY OF WAKEFIELD

to

ACKWORTH PARISH COUNCIL

Counterpart

LEASE

of land at Low Ackworth, Pontefract
West Yorkshire

J W F HOLT
SOLICITOR TO THE COUNCIL
TOWN HALL
WAKEFIELD

THIS LEASE is made the Third day of December One thousand nine hundred and eight ~~six~~ ^{seventy} BETWEEN THE COUNCIL OF THE CITY OF WAKEFIELD (hereinafter called "the Council") of the one part and THE ACKWORTH PARISH COUNCIL (hereinafter called "the Lessee") of the other part

WITNESSETH as follows:-

1. THE Council hereby demise Unto the Lessee ALL THAT piece or parcel of land situate at Low Ackworth Pontefract West Yorkshire containing an area of 200 square metres or thereabouts adjacent to Townend Avenue Ackworth ALL WHICH said plot of land is more particularly delineated on the plan annexed hereto and thereon coloured pink and surrounded by a red verge line (hereinafter called "the premises") TOGETHER with full rights over the adjoining land of the Council to lay underground foul sewer water main pipes and electricity cables in the approximate positions as shown on the said plan causing as little damage as possible and to reinstate the same to the full satisfaction of the Council TOGETHER ALSO with rights of repair and maintenance of the same TO HOLD the same Unto the Lessee for the term of five years commencing on the 1st day of January 1982 SUBJECT however to termination in accordance with the provisions of Clause 4(d) hereof PAYING therefor during the said term rent at the rate of Two hundred and fifty pounds per annum without any deduction by equal quarterly instalments in advance to be made on the 1st January, 1st April, 1st July and 1st October in every year the first of such payments or a proportionate part thereof to be made on the date hereof

2. THERE is excepted and reserved out of this Lease:-

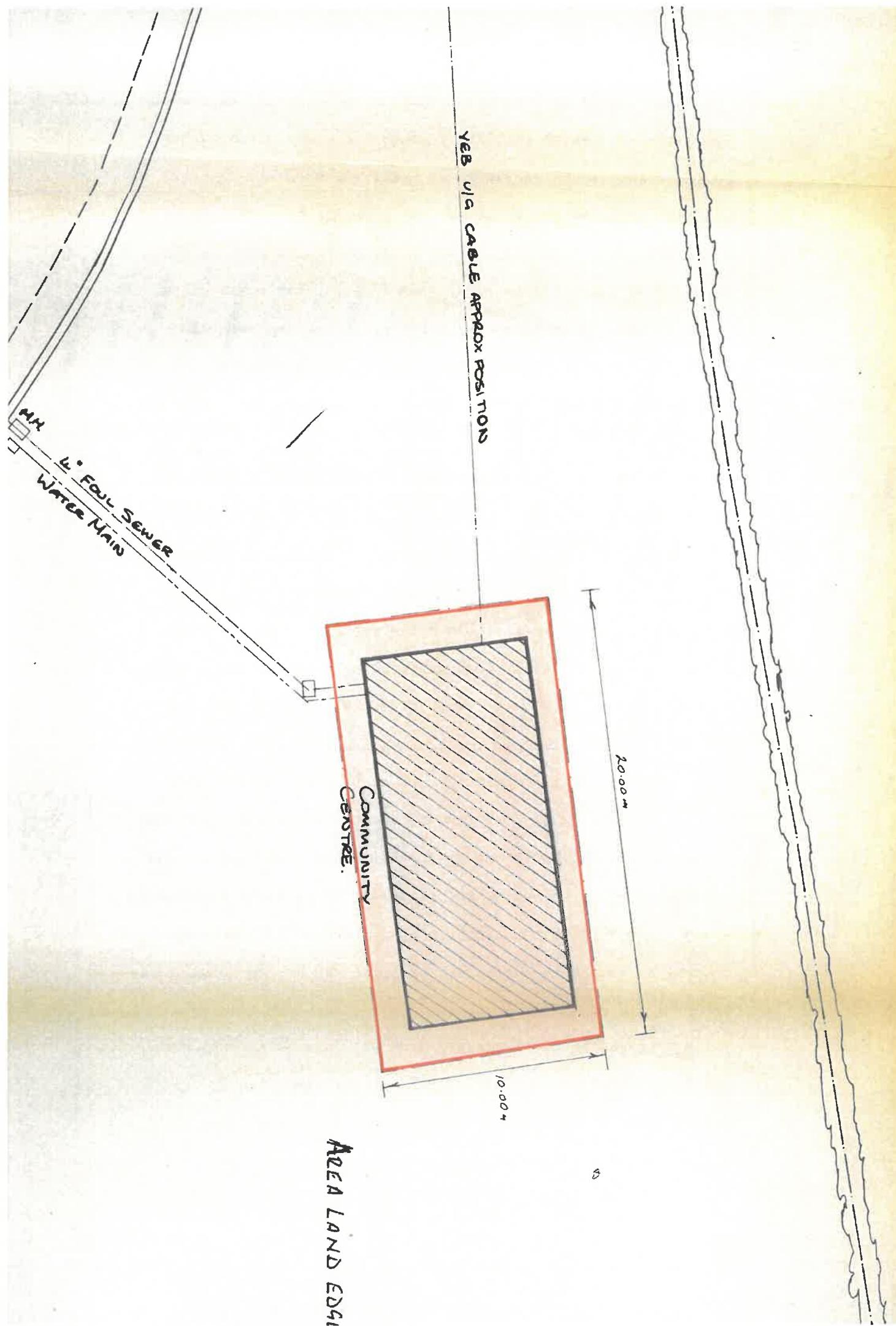
(i) The free passage and running of water soil gas electricity and other services as now or hereafter to be used

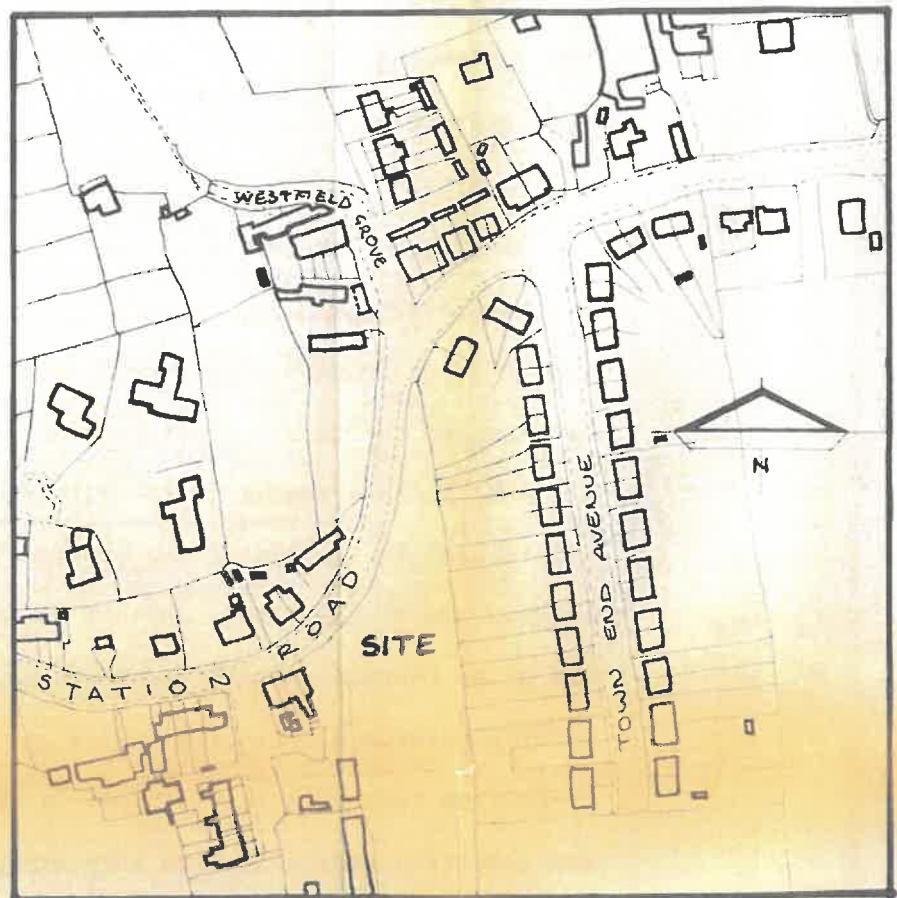
and enjoyed from or to other buildings and land of the Council and their successors in title through the mains pipes sewers drains channels and cables in or under the premises together with the right to lay construct and maintain or permit to be laid constructed and maintained in or under such part of the premises as shall not be built upon such further mains pipes sewers drains channels cables manholes stopcocks inspection chambers and similar apparatus as may in the opinion of the Council be necessary during the said term and together also with the right for the Council and their respective agents and all other persons lawfully authorised with or without workmen and others at all reasonable times to enter upon the premises or any part thereof for the purpose of laying constructing inspecting maintaining repairing and renewing any main pipe sewer drain channel manhole stopcock cable inspection chamber or similar apparatus the Council or such other persons as aforesaid making good all damage caused to the premises by reason of the carrying out of any such works

(ii) The full right and liberty for the Council at any time hereafter and from time to time to execute works and erections or to alter and rebuild any of the buildings from time to time erected on their adjoining and neighbouring lands in such manner as they may think fit notwithstanding that interference may thereby be caused to the access of light and air to the premises

3. THE Lessee hereby covenants with the Council as follows:-

(a) to pay the rent hereby reserved at the times and in the manner aforesaid and in the event of the said rent being in arrears for fourteen days after a date for payment and if demanded by the Council to pay interest on such rent so in





LOCATION PLAN
Scale 1:2500

SCALE AS SHOWN
PLAN NO V/S/142
DATE OCTOBER 1986

LAND IN

arrears from the said payment date at a rate two per centum above the base rate for the time being of the Co-operative Bank PLC

(b) to pay all existing and future rates taxes and assessments and other outgoings payable in respect of the premises

(c) to erect on the property for the purpose of a Community Centre a temporary building to the full satisfaction of the Chief Planning Officer after providing the necessary plans and specifications prior to completion of the same

(d) to provide in construction of the temporary building all the necessary access required to the site to the full satisfaction of the Council

(e) to erect if deemed necessary any fencing around the said premises to the full satisfaction of the Council and to maintain the same in good repair to the full satisfaction of the Council

(f) to keep the inside of the premises and all doors door frames windows and window frames and all fittings fixtures equipment and glass therein and all floorcoverings and inside sanitary and water apparatus electricity cables gas pipes and fittings in connection therewith at all times in good and tenable repair and condition damage by fire only excepted and to paint the external parts thereof every third year of this Lease PROVIDED ALWAYS that if the Lessee shall fail to carry out any repair or make good any defects for which he is liable under this Lease within one calendar month after receiving notice in writing from or on behalf of the Council so to do the Council or their agents may enter on the premises and carry out such repairs and make good such defects and the cost thereof shall be recoverable from the Lessee on demand

(g) to insure and keep insured the whole of the premises against

damage or destruction in the joint names of the Council and the Lessee in an Insurance Office to be approved by the Council and to pay all premiums necessary for this purpose within seven days after the same shall be due and payable and to produce to the Council on demand the policy or policies of such insurance and the receipt for each such payment and to cause all moneys received by virtue of any such insurance forthwith to be laid out in reinstating the said windows and to make up any deficiency out of his own moneys PROVIDED always that if the Lessee shall at any time fail to keep such insurance on foot the Council may do all things necessary to effect and maintain such insurance and any moneys expended by the Council for that purpose shall be recoverable from the Lessee on demand

(h) not without the previous written consent of the Council to carry on or permit to be carried on upon the premises or any part thereof any trade or business whatsoever and to use the same for the purposes of a Community Centre any disputes concerning the said use to be determined by the Council whose decision shall be binding upon the Lessee

(i) not to underlet assign or part with the possession of the premises or any part thereof Provided that an assignment or underlease to the Low Ackworth Community Association will be permitted by the Council

(j) not to make any addition or alterations to the premises without the previous written consent of the Council

(k) not to do or permit or suffer anything in or upon the premises or any part thereof which may be or become a nuisance annoyance or cause damage to the Council or to the tenants or occupiers of other property in the locality PROVIDED that the carrying on of the use of the premises as a Community Centre

shall not be deemed to be a contravention of this covenant

(1) not to permit any advertising except that relevant to the Community Association to be carried out on the premises without the previous consent in writing of the Council be granted

(m) not to permit any new window light opening doorway path passage drain or other physical encroachment right or easement to be made or acquired into against or upon the premises which might be or grow to the damage annoyance or inconvenience of the Council and to give written notice to the Council within seven days of the lessee becoming aware of any such matters

(n) not to hold any public auction or sale upon the premises other than sale of goods by ordinary accepted retail practice

(o) not to affix or exhibit any bills signs notice notice boards posters or other advertisements with the exception of those relevant to the Community Association upon the premises

(p) to keep the premises in a clean and tidy condition and to remove all garbage and refuse which may in the opinion of the Council be or become a nuisance or annoyance

(q) to comply with all statutes byelaws and orders now or hereafter in force relating to the premises or the occupation thereof and in particular but without prejudice to the generality of the foregoing to comply with the Town and Country Planning Acts the Public Health Acts the Offices Shops and Railway Premises Act 1963 the Health and Safety at Work Act 1974 and the Defective Premises Act 1972 and to give written notice to the Council within seven days of the Lessee becoming aware of any matter properly notifiable to the Council under the latter Act

(r) to permit the Council their officers or agents to enter upon the premises upon (when possible) a previous appointment being made to:-

(i) inspect the premises to ensure that the covenants on the part of the Lessee herein contained have been observed and performed and

(s) during the last three months of the term to:-

(i) permit the Council their officers or agents to enter upon the premises to affix or display a "To Let" or "For Sale" notice and permit agents or any prospective Tenant or purchaser to enter upon the premises to view the same

(ii) allow the Council their officers or agents to make an inventory of the Council's fixtures and fittings

(t) to yield up the premises with the fixtures and additions thereto at the termination of this Lease in tenantable repair and condition in accordance with covenants hereinbefore contained

(u) to pay the Council's legal costs in connection with this Lease and duplicate or counterpart thereof amounting to £40 and the stamp duties thereon

4. IT IS HEREBY AGREED as follows:-

(a) Section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Act 1962) applies to any notice served hereunder

(b) the administration by and the rights and powers conferred upon the Council in its role as Local Authority will remain unaffected by the granting of this Lease and shall not constitute a derogation from any grant effected hereby

(c) if the premises or any part thereof shall at any time during the term be destroyed or damaged by fire so as to be unfit for occupation and use and the policy or policies of insurance effected by the Council shall not have been [£]vitiated or payment

of the whole or part of the policy monies refused in consequence of any act or default of the Lessee then the rent hereby reserved or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended until the premises shall again be rendered fit for use

(d) if the rent hereby reserved or any part thereof shall at any time be unpaid for 21 days after becoming payable (whether formally demanded or not) or if the covenants on the part of the lessee herein contained shall not be performed or observed or if the lessee shall become bankrupt or make any assignment for the benefit of his creditors or enter into an agreement or make any arrangement with his creditors for liquidation of his debts by composition or otherwise or suffer any distress or process of execution to be levied upon his goods or being a Company shall enter into liquidation either compulsorily or voluntarily then and in any such case the Council in their sole and absolute discretion may either give the Lessee 6 months notice to quit the premises expiring at any time or re-enter upon the premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the rights of the Council in respect of any antecedent breach of the Lessee's covenants herein contained

(e) if upon the termination of this Lease the business carried on upon the premises by the Lessee shall have been carried on for less than five years then the Lessee shall not be entitled to any compensation under Section 37 of the Landlord and Tenant Act 1954

(f) if any dispute or difference shall arise concerning any clause matter or thing herein contained or the operation or

construction thereof or any matter or thing in any way connected with this Lease or the rights duties or liabilities of either party under or in connection with this Lease (other than a dispute arising under Clause 4(d) hereof) then and in every such case the dispute or difference shall be determined by a single arbitrator being a surveyor appointed by the President for the time being of the Royal Institution of Chartered Surveyors in accordance with the Arbitration Act 1950 or any statutory modification or re-enactment thereof for the time being in force

5. THE Council hereby covenant with the Lessee that the Lessee complying with the covenants on his part herein contained may enjoy the premises and peaceably and quietly possess the same throughout the term without any interruption from the Council (except as herein provided)

6. IN THIS Lease words importing the masculine gender shall be deemed to include females and the singular to include the plural and the expressions "the Council" and "the Lessee" shall include the respective successors in title of the Council and the Lessees

IN WITNESS whereof the Council has hereunto affixed its Common Seal and LYNDON MORGAN and MICHAEL LATHPREY.

aforesaid two members of the Ackworth Parish Council have on behalf of the Parish Council set their hands and seals the day and year first before written

THE COMMON SEAL of THE COUNCIL)
of THE CITY OF WAKEFIELD was)
hereunto affixed in the)
presence of:-)

Solicitor to the Council

SIGNED SEALED AND DELIVERED by) *Lyndon Morgan*
the said LYNDON MORGAN, Vice-Chairman Parish Council
in the presence of:-) *Judith Wadsworth*.

ADDRESS REDACTED.

SIGNED SEALED AND DELIVERED by) *M. L. Lamprey*
the said MICHAEL LAMPREY Parish Councillor
in the presence of:-) *Judith Wadsworth*.

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.

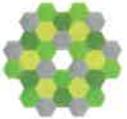
This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

This official copy is issued on 15 December 2025 shows the state of this title plan on 15 December 2025 at 14:34:08. 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 .

HM Land Registry Official copy of title plan

Title number **WYK825212**
Ordnance Survey map reference **SE4517SW**
Scale **1:1250**
Administrative area **West Yorkshire : Wakefield**



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