

THIS LEASE is made the 1st day of June Two thousand and Eight

BETWEEN:

WEST BERKSHIRE DISTRICT COUNCIL of Council Offices Market Street Newbury
Berkshire RG14 5LD (hereinafter called "the Council") of the first part and

NEWBURY TOWN FOOTBALL CLUB of Faraday Road Newbury Berkshire RG14 1AD
(hereinafter called "the Lessee") of the second part

WITNESSETH as follows:-

1. Definitions

The terms defined in this Clause shall for all purposes of this Lease have the meanings specified in this Clause:

- 1.1. "Ancillary Facilities" means the floodlights and floodlight pylons
- 1.2. "the Car Parking Spaces" shall mean the five car parking spaces edged blue on the Plan annexed hereto
- 1.3. "the Council's Covenants" shall mean the covenants set out in the Fourth Schedule hereto
- 1.4. "Development" shall have the meaning given by Section 55 of the Town and Country Planning Act 1990
- 1.5. "the Exceptions" shall mean the exceptions and reservations set out in the Second Schedule hereto
- 1.6. "the Insurance Rent" means the rent payable by the Lessee pursuant to clause 4.2 of this Lease
- 1.7. "the Insured Risks" shall mean risks arising from fire lightning explosion storm tempest flood bursting and overflowing of water tanks apparatus or pipes impact from aircraft and other aerial devices and any article dropped therefrom earthquake

riot civil commotion strikes locked-out workers and malicious persons theft and such other risks as the Council shall from time to time consider necessary subject to availability of insurance cover against such risks and to the extent that and subject to such conditions as insurance cover against such risks is generally available in relation to buildings and premises

- 1.8. "the Lessee's Covenants" shall mean the covenants set out in the Third Schedule hereto
- 1.9. "Pipes" shall mean and include pipes sewers drains conduits gutters watercourses wires cables channels and other conducting media
- 1.10. "the Planning Acts" shall mean the Town and Country Planning Act 1990 and all statutes regulations and orders made pursuant thereto
- 1.11. "the Premises" shall mean the premises demised under the terms of this Lease namely:-
- 1.11. ALL THAT land (shown for the purposes of identification only edged in red on the Plan annexed hereto) situate between Faraday Road and the Kennet and Avon Canal Newbury, comprising a football ground and a clubhouse and subject to the provisions of clause 5.1 of the Third Schedule the Ancillary Facilities
- 1.12. "Rent" shall mean the rents payable by the Lessee pursuant to clauses 4.1 and 4.2 of this Lease
- 1.13. "the Rights" shall mean the rights set out in the First Schedule hereto
- 1.14. "the Solicitor" shall mean any person or firm appointed by or acting for the Council (including an employee of the Council) to perform the function of a solicitor for any purpose of this Lease

1.15. "the Surveyor" shall mean any person or firm appointed by or acting for the Council (including an employee of the Council) to perform the function of a surveyor for any purpose of this Lease

1.16. "the Term" shall from the 1st June 2008 until the 31st May 2010 and shall include the period of any holding over or any extension thereof

2. Interpretation

2.1. The expressions "the Council" and "the Lessee" shall wherever the context so admits include their respective successors in title

2.2. Words importing one gender include all other genders and words importing the singular include the plural and vice versa

2.3. References to any right exercisable by the Council or any right exercisable by the Lessee in common with the Council shall be construed as including (where appropriate) the exercise of such right by and in common with all other persons authorised by the Council and all other persons having a like right

2.4. Any reference to a statute shall include any statutory extension or modification or re-enactment of such statute and any regulations or orders made thereunder

2.5. Any covenant made by the Lessee not to do an act or thing shall be deemed to include an obligation not knowingly to permit such act or thing to be done

2.6. Clause headings are for information only and do not form part of the Lease

3. Recital

3.1. Newbury Football Club of Faraday Road Newbury Berkshire RG14 1AD is duly authorised to accept this Lease

4. Demise

The Council in consideration of the Lessee's Covenants and the terms and conditions set out in this Lease HEREBY DEMISES unto the Lessee with full title guarantee the

Premises TOGETHER WITH the Rights EXCEPT AND RESERVING the Exceptions
TO HOLD the same unto the Lessee for the Term YIELDING AND PAYING therefor
unto the Council

- 4.1. FIRSTLY the yearly rent of FOUR THOUSAND EIGHT HUNDRED POUNDS (£4,800)
without any deduction or set off by equal monthly payments in advance on the 1st day
of each month of the Term
- 4.2. SECONDLY by way of further rent the sums which the Council shall from time to time
pay by way of premiums (and all of any increased premiums payable by reason of any
act or omission on the part of the Lessee) for keeping the Premises insured under the
Council's Covenants

Covenants and Declarations

- 5.1. The Lessee hereby covenants with the Council to observe and perform the Lessee's
Covenants at all times throughout the Term
- 5.2. The Council hereby covenants with the Lessee to observe and perform the Council's
Covenants at all times throughout the Term
- 6.1. If and whenever during the Term:-
 - 6.1.1. without prejudice to sub-clause 6.1.2 the Insurance Rent (or any of them or
any part thereof (described in clause 4.2 of this Lease)) shall be in arrear and
unpaid for 21 days next after becoming payable (whether formally demanded
or not) or
 - 6.1.2. there shall be any material breach or non-performance or non-observance of
any of the covenants on the part of the Lessee herein contained or
 - 6.1.3. the Lessee shall enter into liquidation whether compulsory or voluntary (save
for the purpose of amalgamation or reconstruction of a solvent Company) or
have a receiver appointed of its undertaking or (in either case) shall enter into

an arrangement or composition for the benefit of its creditors or suffer any distress or execution to be levied on the goods of the Lessee

THEN and in any of the said cases it shall be lawful for the Council at any time thereafter and notwithstanding the waiver of any previous right of re-entry to re-enter into and upon the Premises or any part thereof in the name of the whole and thereupon the Term shall absolutely cease and determine but without prejudice to any rights or remedies which may then have accrued to either party against the other in respect of any antecedent breach of any of the covenants herein contained

- 6.2. If the Premises or any part thereof or access thereto shall at any time during the Term be destroyed or so damaged by any of the Insured Risks so that the Premises or any part thereof shall be unfit for occupation or use (unless the insurance of the Premises shall have been vitiated by the act neglect default or omission of the Lessee) the rent hereby firstly reserved or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended and cease to be payable until the Premises or the damaged proportion thereof or access thereto shall have been reinstated or made fit for occupation or until the expiration of the Term whichever is the shorter
- 6.3. Nothing herein contained or implied shall give the Lessee the benefit of or the right to enforce or to prevent the release or modification of any covenant agreement or condition entered into by any tenant of the Council in respect of any property not comprised in this Lease
- 6.4. Any dispute arising as between the Lessee and the lessees tenants or occupiers of adjoining or neighbouring property belonging to the Council as to any easement right or privilege in connection with the use of the Premises and the adjoining or neighbouring property or as to the party or other walls or fences separating the Premises from the adjoining property shall be decided by the Council or in such

manner as the Council shall direct and such decision shall be binding on all parties to the dispute

- 6.5. The Council shall not be responsible to the Lessee or to the Lessee's licensees servants agents or other persons in the Premises or calling upon the Lessee for any accident happening or injury suffered or damage to or loss of any chattel or property sustained in the Premises unless such event is attributable in whole or substantively to the default or omission of the Council provided the Lessee has notified the Council in writing of any defect in the Premises which may occasion an accident injury or damage to any chattel or property at the Premises
- 6.6. Each of the Lessee's Covenants shall be and remain in full force both at law and in equity notwithstanding that the Council shall have waived or released temporarily any such covenant or waived or released temporarily or irrevocably a similar covenant or similar covenants affecting other adjoining or neighbouring premises belonging to the Council
- 6.7. Notwithstanding the acceptance of or demand for Rent by the Council or its agent with knowledge of a breach of any of the covenants on the part of the Lessee herein contained the Council's right to determine this Lease on the ground of such breach shall remain in force and the Lessee shall not in any proceedings for determination be entitled to rely upon such acceptance or demand as aforesaid as a defence provided that this provision shall have effect in relation only to any acceptance of or demand for Rent made during such period (if any) as may in all the circumstances be reasonable for enabling the Council to conduct any negotiations with the Lessee for remedying the breach which shall have been commenced by either party upon the Council becoming aware of the said breach

- 6.8. The Lessee shall not by virtue of this Lease be deemed to have acquired or be entitled to nor shall it during the Term acquire or become entitled by any means whatever in respect of the Premises to any easement from or over or affecting any other land or premises now or at any time hereafter belonging to the Council and not comprised in this Lease and notwithstanding any rights hereby granted to the Lessee and the covenants contained in this Lease the Council may at any time hereafter erect any new buildings of any height on any land not included in this Lease now or at any time hereafter belonging to the Council or raise to any height or alter any existing building on any such land whether or not such new building or such alterations may impede or affect the passage of light or air or the access to the Premises
- 6.9. Nothing in this Lease or in any consent granted by the Council under this Lease shall imply or warrant that the Premises may be used for the purpose herein authorised (or any purpose subsequently authorised) under the Planning Acts
- 6.10. The Lessee acknowledges that this Lease has not been entered into in reliance wholly or partly on any statement or representation made by or on behalf of the Council save insofar as any such statement or representation is expressly set out in this Lease
- 6.11. All licences consents approvals and notices required or permitted to be given by the Council shall be sufficiently given if given under the hand of the Head of Legal and Electoral Services
- 6.12. If after the Lessee has vacated the Premises on the expiry or sooner determination of the Term any property of the Lessee shall remain in or on the Premises and the Lessee shall fail to remove the same within twenty-one days after being requested in writing by the Council so to do the Council may as the agent of the Lessee sell such property retaining from the proceeds of sale expenditure properly incurred by the Council in selling such property and also retaining any monies due to the Council

under the terms of this Lease and the Lessee will indemnify the Council against any liability incurred by it to any third party whose property shall have been sold by the Council in the bona fide mistaken belief (which shall be presumed unless the contrary be proved) that such property belonged to the Lessee

6.13. The Lessee shall not be entitled to claim from the Council on quitting the Premises or any part thereof any compensation under the Landlord and Tenant Act 1954

6.14. In the event of any dispute or difference arising between the parties hereto as to the construction of this Lease or as to the rights duties or obligations of the parties hereunder or as to any other matters in any way arising out of or connected with the subject matter thereof the same shall be referred to an arbitrator to be appointed either by agreement between the parties or in default of agreement within fourteen days of one party giving notice to the other of its nomination or nominations as arbitrator herein by the President for the time being of The Law Society or the President for the time being of the Royal Institute of Chartered Surveyors as the case may be and it is hereby agreed and declared that:-

6.14.1. the reference to the said President shall include the duly appointed deputy of the said President or any person authorised by either of the said Presidents to make appointments on his behalf

6.14.2. if the parties cannot agree within fourteen days of either party giving notice to the other of its intention to make application for the appointment of an arbitrator such notice specifying the President who in the opinion of the party giving the notice should make the appointment either party may apply to the President for the time being of The Law Society who will decide having regard to the issues which of the two Presidents would be more appropriate to

nominate the arbitrator and whose decision as to the said nomination shall be final and binding

6.14.3. the arbitration shall be conducted in accordance with Arbitration Act 1996 and the decision of the arbitrator shall be final and binding

6.14.4. the costs of the arbitration shall fall to be discharged by each party in equal shares

6.15. Any notice served under or in connection with this Lease may be served by prepaid first class letter post by either party to the other addressed to the address of the party shown herein

6.16.1. On the 23rd May 2008 the Landlord served notice on the Lessee pursuant to the provisions of Section 38(A) of the Landlord and Tenant Act 1954 as inserted by the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 and on the 30th May 2008 the Lessee made a Declaration pursuant to Schedule 2 of the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003

6.16.2. Pursuant to the provisions of Section 38A(1) of the Landlord and Tenant Act 1954 as inserted by the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003, the parties agree that the provisions Sections 24 - 28 of the Landlord and Tenant Act 1954 inclusive are to be excluded in relation to the tenancy created by this Lease

6.17. It is not intended that a third party shall have the right to enforce the terms of this Lease pursuant to the Contracts (Rights of Third Parties) Act 1999

6.18. Throughout the Term the floodlight pylons shall be retracted down to their base section

FIRST SCHEDULE

1. The right to the free and uninterrupted passage of soil and surface water gas and electricity through the Pipes now or during the Term passing in through or under adjoining or neighbouring premises of the Council
2. The right with or without workmen to enter adjoining premises of the Council at reasonable hours upon previous written notice having been given to the Council (except in the case of emergency) for the purpose of inspecting and carrying out repairs or alterations to or upon the Premises (but only in the circumstances that such inspection or works cannot otherwise be conveniently carried out) the Lessee making good to the reasonable satisfaction of the Council all damage caused to such adjoining premises
3. A right of way on foot only for all purposes connected with the Premises but for no other purpose over and along the path coloured green on the Plan annexed hereto
4. A pedestrian and vehicular right of way over and along the public car park coloured brown on the Plan annexed hereto
5. A vehicular right of way over and along Faraday Road Newbury
6. The right to use the Car Parking Spaces

SECOND SCHEDULE

1. The free passage and running of water soil gas electricity and other services in and through the Pipes laid or to be laid in upon through or under the Premises and subject to the Council serving the Lessee with twenty-eight days notice in writing (except in emergency) the free and uninterrupted use of all gas electric telephone and other services through such Pipes and the right to make connections thereto for the benefit of adjoining or neighbouring property of the Council the Council making good to the reasonable satisfaction of the Lessee all damage caused to the Premises by the making of such connections
2. Subject to the Council serving the Lessee with twenty-eight days notice in writing the right together with its Agents or those authorised by it at any time during the Term to enter (or in cases of emergency to break and enter) upon the Premises in order:-
 - 2.1. to inspect cleanse repair amend remove or replace with others the Pipes referred to in paragraph 1 of this Schedule
 - 2.2. to inspect and to execute works in connection with any of the easements or services referred to in this Schedule
 - 2.3. to view the state and condition of and to repair and maintain the Premises and any adjoining premises where such work would not otherwise be reasonably practicable
 - 2.4. to carry out work or do anything whatsoever comprised within the Council's obligations herein contained
 - 2.5. to exercise any of the rights of the Council under this Lease
3. Subject to the Council serving the Lessee with twenty-eight days notice in writing (except in emergency) the right to erect scaffolding for the purpose of repairing or cleaning the exterior of the Premises or adjoining premises of the Council at times to

be agreed with the Lessee so as to cause the minimum of disruption in its access enjoyment and use of the Premises

4. The right of light air support and shelter and all other easements and rights now or hereafter belonging to or enjoyed by all adjacent or neighbouring land or buildings an interest wherein in possession or reversion is at any time during the Term vested in the Council
5. Full right and liberty at any time hereafter and from time to time to execute works and construct erections upon or to alter or rebuild any of the buildings erected on the Council's adjoining and neighbouring land and to use such adjoining and neighbouring land and buildings in such manner as it shall think fit notwithstanding that the access of light and air to the Premises may thereby be interfered with
6. The right at any time after the commencement of the Term to charge Value Added Tax (or any tax of a similar nature substituted for it or levied in addition to it) on the Rent or any part of it upon giving to the Lessee one month's previous notice whereupon such Tax shall become payable from the expiry of such notice for the remainder of the Term

THIRD SCHEDULE

1. To pay the Insurance Rent within 21 days of a request for payment in writing being made by the Council, and not to seek to exercise any right or claim to withhold rent or any right or claim to legal or equitable set off AND if at any time the Rent or other sum payable under this Lease shall remain unpaid for 21 days after becoming due to pay to the Council interest at the rate of 4% per annum above National Westminster Bank plc minimum lending rate payable for the time being from the due date until the date of payment such interest to be paid in addition to any other right of the Council
2. To pay and to indemnify the Council against all rates taxes assessments duties charges impositions and outgoings which now are or during the Term shall be charged assessed or imposed upon the Premises or any part thereof or upon the owner or occupier thereof and to pay Value Added Tax (or any tax of a similar nature substituted for it or levied in addition to it) chargeable in respect of any payment to be made by the Lessee under any of the provisions of or in connection with this Lease
- 3.1. To repay to the Council pursuant to clause 1 of this Schedule the sums which the Council shall from time to time pay by way of premiums (and all of any increased premiums payable by reason of any act or omission on the part of the Lessee) for keeping the Premises insured under the covenant on the part of the Council contained in this Lease and forthwith to inform the Council in writing of any conviction judgement or finding of any court or tribunal relating to the Lessee (or any director other officer or major shareholder or trustee of the Lessee) of such a nature as to be likely to affect the decision of any insurer or underwriter to grant or continue insurance of any of the Insured Risks the Lessee warranting to the Council that all such matters existing or arising on or before the date of this Lease have already been disclosed to the Council prior to the execution hereof

- 3.2. Not to do or omit anything whereby any policy of insurance on the Premises may become void or voidable wholly or in part nor (unless the Lessee shall have previously notified the Council and agreed to pay the increased premium) anything whereby additional insurance premiums may become payable
- 3.3. In the event of the Premises or any part thereof being destroyed by any of the Insured Risks at any time during the Term and the insurance money under any policy of insurance effected thereon being by reason of any act or default of the Lessee wholly or partially irrecoverable forthwith in every such case to pay to the Council the whole or (in the case of partial destruction) a fair proportion of the cost of rebuilding and reinstatement
- 3.4. If at any time the Lessee shall be entitled to the benefit of any insurance on the Premises (which is not effected or maintained in pursuance of any obligation contained in this Lease) then to apply all monies received by virtue of such insurance in making good the loss or damage in respect of which the same shall have been received
- 3.5. To insure and keep insured throughout the Term the contents of the Premises (including fixtures and fittings) against loss or damage with an Insurer and in an amount approved by the Council and to produce on demand to the Council the policy of insurance and receipt for the current premium
- 3.6. To indemnify and keep indemnified throughout the Term the Council against any claims demands or actions in respect of injury to persons or damage to property arising out of the occupation or use of the Premises by the Lessee its servants agents or licensees and to take out at the commencement of the Term and maintain in force throughout the Term Public and Employer's Liability Insurances with an Insurer and in such sums as shall be approved by the Council and to produce on demand to the Council the policy or policies of insurance and receipts for current premiums

- 4.1. At its own expense to maintain in no worse repair than at the date hereof as (evidenced by a photographic schedule of condition agreed by the parties) all buildings erections or structures built or constructed upon the Premises together with all glass window frames stands and boundary fences marked "T" on the attached Plan and to maintain all drains sewers hedges ditches other fences (if any) and gates in and upon the Premises and at all times throughout the Term to keep the grounds car parking areas paths and all parts of the Premises clean tidy and clear of rubbish and any grassed areas mown on a fortnightly basis throughout each growing season and not to allow to be created any danger to public health
- 5.1. The Lessee shall not use and shall not permit to be used the Ancillary Facilities unless works are undertaken to the Ancillary Facilities to the satisfaction of the appropriate regulatory body and the Lessee shall produce to the Council written evidence of satisfaction from the regulatory body
- 5.2. If and when the works relating to the Ancillary Facilities are undertaken to the standard referred to in clause 5.1 the Lessee will thereafter maintain in good repair the Ancillary Facilities (to include obtaining structural stability certificates for the floodlighting towers and related equipment)
6. Not to charge assign demise sublet share or otherwise part with possession or occupation of the Premises or any part thereof
- 7.1. The Lessee shall make the Premises available for football games and practice to the AFC Newbury Allied Counties Youth Team and AFC Newbury Youth Conference Team (Newbury College BTEC course) during such periods as the Premises are not in use for the purposes of the Lessee and to keep the Premises:-

- 7.1.1. fit and ready at all times throughout the Term for use either by the Lessee for the purposes described in clause 7.1 of this Schedule (or by the local community)
 - 7.1.2. to obtain the prior approval in writing of the Council to the various types of use for which the Premises may be used by the local community under clause 7.1.1 of this Schedule and also in respect of the rate or rates of payment for such use to be charged by the Lessee and not to allow the Premises to be used for a purpose or activity which has not previously been approved by the Council or to charge for such use at a rate of payment which is higher than the rate or rates which have previously been approved by the Council
 - 7.1.3. to ensure that users of the Premises observe the requirements as to safety imposed or recommended by the appropriate fire authority and disturbance to neighbouring properties which are contained in this Lease
8. Not without the previous consent in writing of the Council to erect any additional buildings or other structures on the Premises except such as shall be approved as to site dimensions and otherwise by the Council after submission to it by the Lessee of the proposed plans elevations and specifications thereof nor without such consent as aforesaid to erect any walls or fences on the boundaries of the Premises other than those required to be undertaken by the Lessee in accordance with its obligations contained in this Lease
- 9.1. At the Lessee's own expense to execute all works and provide and maintain all arrangements which by or under any Act of Parliament already passed or hereafter to be passed or by any Government Department Local Authority or other Public Authority or duly authorised officer or Court of competent jurisdiction acting under or in pursuance of any enactment are or may be directed or required to be executed

provided and maintained at any time during the Term upon or in respect of the Premises or any part thereof or in respect of the user thereof whether by the Council or the Lessee AND not to do or omit or suffer to be done or omitted in or about the Premises any act or thing by reason of which the Council may under any enactment incur or have imposed upon it or become liable to pay any penalty damages compensation costs charges or expenses AND at all times to keep the Council fully and effectually indemnified against all costs expenses demands claims or liability arising out of or incidental to any contravention of or non-compliance with any such provisions as aforesaid

9.2. Without prejudice to the generality of clause 9.1, the Lessee is to:-

9.2.1. comply with health and safety legislation in relation to the Premises and will undertake regular maintenance and testing of water systems electrical testing (including electrical appliance testing) gas boiler (including gas appliance testing) lighting conductor testing fire alarm and panel testing fire extinguisher maintenance and testing fire escape equipment testing emergency lighting maintenance and testing water temperature control valve maintenance (and obtain structural stability certification of floodlighting towers and ancillary equipment subject to compliance with clauses 5.1 and 5.2)

9.2.2. without prejudice to the generality of the foregoing provisions to comply with the provisions of any Statutes and any other obligations imposed by law or by any bylaws applicable to the Premises or in regard to carrying on the trade business or activities for the time being carried on by the Lessee or any other user on the Premises

9.3. To obtain any necessary licences and consents required for the carrying on of any trade business or activities upon the Premises and to produce the same on demand to

the Council for inspection PROVIDED THAT the Lessee shall not apply for a liquor licence without the prior written consent of the Council

10. Not without the previous consent in writing of the Council to display any advertisement visible from any part of the land adjoining the Premises on all sides thereof other than the usual advertisements and notices advertising the activities of the Lessee and of events to be held at the Premises PROVIDED THAT the erection of advertisements on the Premises at the date of this Lease shall not be deemed a breach of this covenant but without prejudice to any permissions required under the Planning Acts
- 11.1. To permit the Council or its agents or those authorised by it throughout the Term to enter upon the Premises for the purpose of:-
 - 11.1.1. taking schedules or inventories of fixtures and things to be yielded up at the expiration of the Term and
 - 11.1.2. ascertaining that the covenants and conditions herein contained have been duly observed and performed and in particular to view (and to open up floors and ceilings where the same is required in order to view) the state of repair and condition of the Premises and of all defects and wants of repair cleansing maintenance amendments and painting then and there found and to give to the Lessee or leave upon the Premises a notice in writing specifying any repairs cleaning maintenance amendments and painting necessary to be done and to require the Lessee forthwith to execute the same including the making good of the said opening up (if any) provided that such opening up shall be made good by and at the cost of the Council where the same reveals no defects or wants of repair or maintenance
- 11.2. If the Lessee shall not within two months after service of such notice proceed diligently with the execution of the same or shall have failed to complete the same within three

months to permit the Council and/or its contractors agents and workmen to enter upon the Premises to execute such works as may be necessary to comply with the same and to pay to the Council the cost of executing such works and all expenses incurred by the Council in connection with the same (including legal costs and surveyor's fees) within fourteen days of a written demand in that behalf

- 12.1. Not to do (or permit or suffer to remain upon the Premises or any part thereof) anything which may be or become a nuisance annoyance disturbance inconvenience or a source of injury or damage to the Council or its tenants or the occupiers of adjacent or neighbouring premises
- 12.2. Not to store or bring upon the Premises any article substance or liquid of a specially combustible inflammable or dangerous nature and to comply with all recommendations of the insurers and fire authority relating to the Premises
- 12.3. Not to use nor allow to be used the Premises or any part thereof for any dangerous noxious noisy offensive trade or business or as a betting office or for residential purposes nor for any illegal or immoral act or purpose and no sale by auction shall take place thereon
- 12.4. Not to discharge into any Pipe serving the Premises or any other property any oil grease or other deleterious matter or any substance which might be or become a source of danger or injury to the drainage system of the Premises or any such other property or any parts thereof
- 12.5. To use and occupy the Premises solely and exclusively as and for a football ground and club house
- 12.6. To ensure that at all times during the Term suitable arrangements are in place to meet the access and egress requirements of disabled persons including those who are wheelchair bound and to enable such persons to enjoy the Premises' facilities and to

observe and comply with the relevant requirements of the Disability Discrimination Act 1995

13. To pay to the Council on an indemnity basis all costs rents charges disbursements and expenses (including without prejudice to the generality of the foregoing those payable to Counsel Solicitors Surveyors and bailiffs) incurred by the Council:-

13.1. attendant upon or incidental to every application made by the Lessee for a consent or licence required or made necessary by the provisions of this Lease whether the same be granted or refused or proffered subject to any lawful qualification or condition or whether the application is withdrawn

13.2. incidental to the preparation and service of a notice under Section 146 of the Law of Property Act 1925 or incurred by or in contemplation of proceedings under Sections 146 and 147 of that Act

13.3. in connection with the recovery of arrears of rent due from the Lessee and

13.4. in relation to any steps taken in contemplation of or in connection with the preparation and service of a Schedule of Dilapidations during or after the expiration or sooner determination of the Term

- 14.1. To comply in all respects with the provisions and requirements of the Planning Acts whether as to the permitted user hereunder or otherwise and to indemnify (both after the expiration of the Term by effluxion of time or otherwise and during its continuance) and keep the Council indemnified against all liability whatsoever including costs and expenses in respect of any contravention thereof

- 14.2. Forthwith to produce to the Council any notice order or proposal permission or consent relating to the Premises given or issued to the Lessee by a planning authority under or by virtue of the Planning Acts

14.3.1. not to make any application for planning permission in relation to the Premises (or any part of the Premises) without the prior written approval of the Council

14.3.2. if written approval is granted pursuant to clause 14.3, unless the Council shall otherwise direct to carry out and complete before the expiration or sooner determination of the Term:-

14.3.2.1. any works stipulated to be carried out to the Premises by a date subsequent to such expiration or sooner determination as a condition of any planning permission granted for any Development begun before such expiration or sooner determination and

14.3.2.2. any Development begun upon the Premises in respect of which the Council shall or may be or become liable for any charge or levy under the Planning Acts

15. If and when called upon so to do to produce to the Council or the Surveyor all such plans documents and other evidence as the Council may reasonably require in order to satisfy itself that the provisions of this Lease have been complied with in all respects

16. To be responsible for and to indemnify the Council against all damage occasioned to the Premises or the reversion thereto or any adjacent or neighbouring premises or injury to any person and to indemnify the Council against all actions claims proceedings costs expenses and demands made against the Council as a result of:-

16.1.1. any act omission or negligence of the Lessee or the servants agents licensees or invitees of the Lessee and

16.1.2. any breach or non observance by the Lessee of the Lessee's Covenants and other terms hereof

17. To permit the Council at any time during the last six months of the Term (or sooner if the rent or any part thereof shall be in arrear and unpaid for upwards of one calendar

month) to enter upon the Premises and affix and retain without interference upon any part of the Premises a notice for re-letting the same and during such period to permit persons with written authority of the Council or its agent at reasonable times of the day to view the Premises without interruption

18.1. To yield up the Premises at the expiration or sooner determination of the Term in good and substantial repair and condition in accordance with the Lessee's Covenants

18.2. If at the expiration or sooner determination of the Term the Premises are not in the state of repair and condition in which they should be having regard to the Lessee's Covenants the Lessee shall (if so required by the Council) pay to the Council on demand by way of liquidated damages:-

18.2.1. such sum as shall be certified by the Surveyor to represent in his opinion:

18.2.1.1. the cost of putting the Premises into the state of repair and condition in which they should be as aforesaid and

18.2.1.2. the rent at the rate prevailing at the expiration or sooner determination of the Term that would be payable under this Lease if the term had been extended for such period as is reasonably necessary to put the Premises into the state of repair and condition in which they should be as aforesaid

18.2.2. the reasonable costs of the Surveyor for the preparation and service of a Schedule of Dilapidations and the preparation and issue of the said certificate

19. Not at any time during the Term to make any structural alterations or additions to the Premises or cut damage or remove or make any aperture in any of the walls beams timbers girders pillars ceilings roof or floors or any structural parts thereof or to make any alterations to the existing design plan elevation or appearance thereof and not to make any other alterations or additions without the prior written consent of the Council

20. To give full particulars to the Council of any notice direction or order or proposal for the same given or issued to the Lessee by any local or public authority within seven days of the receipt of the same and if so required by the Council to produce the same to the Council and without delay to take all necessary steps to comply with any such notice direction or order and at the request of the Council to make or join with the Council in making such objection or representation against or in respect of any proposal for such a notice direction or order as the Council shall deem expedient
21. To permit at any time during the Term prospective purchasers of or dealers in or agents instructed in connection with the sale of the Council's reversion upon reasonable notice to view the Premises without interruption providing the same are authorised in writing by the Council or its agents

FOURTH SCHEDULE

1. That the Lessee may peaceably and quietly hold and enjoy the Premises without any lawful interruption or disturbance from or by the Council or any person claiming under or in trust for the Council
2. To insure and keep insured (unless such insurance shall be vitiated by any act of the Lessee or the Lessee's servants or visitors) in such sum as the Council shall for time to time be advised by the Surveyor as being the full cost of reinstatement thereof the Premises (together with an appropriate addition for any professional costs payable to any competent local or other authority and three years' loss of rent under this Lease) against loss or damage by any or all of the Insured Risks and to produce to the Lessee on demand either the policy of such insurance and the last premium receipt or reasonable evidence from the insurers of the terms of the policy and the fact that the same is subsisting and (subject as hereinafter provided) in case of destruction of or damage to the Premises by the Insured Risks or any of them the Council will with all convenient speed take such steps as may be requisite and proper to obtain any necessary permits and consents under any regulation or enactment for the time being in force to enable the Council to rebuild and reinstate the same and will as soon as such permits and consents have been obtained spend and lay out all monies received in respect of such insurance (except sums in respect of loss of rent) in rebuilding or reinstating the Premises so destroyed or damaged PROVIDED THAT:
 - 2.1. the Council shall not be liable to rebuild or reinstate the Premises if the Council is unable (having used all reasonable endeavours) to obtain all permits and consents necessary to execute such rebuilding and reinstatement or if the same shall be frustrated or prevented for any other reason

- 2.2. if during the last six months of the Term the Premises shall be destroyed or so damaged as to be substantially unfit for occupation and use then the Council may by notice expiring at any time determine the Term and upon the expiry of such notice the Term shall determine without prejudice to any remedy of either party against the other in respect of any antecedent breach of covenant
- 2.3. If the Term is determined under sub-clauses 2.1 or 2.2 hereof the Council shall be entitled to retain the insurance monies received by the Council

4 4 7 5 0 0

4 4 7 7 5 0

1 6 7 5 0 0

1 6 7 2 5 0

1 6 7 0 0 0

4 4 7 5 0 0

4 4 7 7 5 0

Mr Moss's signature

X

X

NEWBURY FOOTBALL CLUB

Scale 1: 2500

0 25 50 75 100

Metres

Reproduced from the Ordnance Survey
map with the permission of the Controller
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Newbury District Council LA 078 697

IN WITNESS whereof the Tenant has duly executed this instrument as a Deed the day and
year first before written

SIGNED as a Deed by **KEITH BRIAN MOSS**
an authorised signatory for **NEWBURY TOWN**
FOOTBALL CLUB in the presence of:-

)
)
)

KB Moss

Witness name:

Patrick Sturman

Witness Address:

*Patchway House
Patchway
Newbury
RG14 1L2*

Witness Occupation:

Solicitor

LANDLORD AND TENANT ACT 1954

Statutory Declaration by Tenant that Sections 24 to 28 of the Landlord and Tenant Act 1954 are Not to Apply to a Business Tenancy

(1) Insert full name
of declarant

I (1) Keith Brian Moss

(2) Insert address

of (2)

do solemnly and sincerely declare that:-

(3) Delete
whichever does not
apply

1. (3) ~~[(4)]~~ (4) Newbury Town Football Club propose(s) to enter into a tenancy of premises at (5)

(4) Insert name of
tenant if this
declaration is made
on behalf of the
tenant

Land situate between Faraday Road and the Kennet and Avon Canal Newbury,
comprising a football ground with ancillary facilities and a Clubhouse

(5) Insert address of
premises

for a term commencing on 1st June 2008

(6) Insert name of
landlord

2. (3) ~~[(1)]~~ The tenant propose(s) to enter into an agreement with (6) West Berkshire District
Council

that the provisions of sections 24 to 28 of the Landlord and Tenant Act 1954 (security of
tenure) shall be excluded in relation to the tenancy

3. The Landlord has served on (3) ~~[(me)]~~ the tenant a notice in the form, or substantially in
the form, set out in Schedule 1 to the Regulatory Reform (Business Tenancies)
(England and Wales) Order 2003 (Oyez Form L&T 35). The form of notice set out in
that Schedule is reproduced overleaf.

4. (3) ~~[(I have)]~~ The tenant has read the notice referred to in paragraph 3 above and
accept(s) the consequences of entering into the agreement referred to in paragraph 2
above.

(7) Delete if this
declaration is made
by the tenant

5. (7) I am duly authorised by the tenant to make this declaration.

To: Newbury Town Football Club of Faraday Road Newbury Berkshire RG14 1AD

[Name and address of Tenant]

From: West Berkshire District Council of Council Offices Market Street Newbury
Berkshire RG14 5LD

[Name and address of Landlord]

IMPORTANT NOTICE FOR TENANT

You are being offered a lease without security of tenure. Do not commit yourself to the lease unless you have read this message carefully and have discussed it with a professional adviser.

Business tenants normally have security of tenure – the right to stay in their business premises when the lease ends.

If you commit yourself to the lease you will be giving up these important legal rights.

- You will have no right to stay in the premises when the lease ends.
- Unless the landlord chooses to offer you another lease, you will need to leave the premises.
- You will be unable to claim compensation for the loss of your business premises, unless the lease specifically gives you this right.
- If the landlord offers you another lease, you will have no right to ask the court to fix the rent.

It is therefore important to get professional advice – from a qualified surveyor, lawyer or accountant – before agreeing to give up these rights.

If you want to ensure that you can stay in the same business premises when the lease ends, you should consult your adviser about another form of lease that does not exclude the protection of the Landlord and Tenant Act 1954.

If you receive this notice at least 14 days before committing yourself to the lease, you will need to sign a simple declaration that you have received this notice and have accepted its consequences, before signing the lease.

But if you do not receive at least 14 days notice, you will need to sign a "statutory" declaration. To do so, you will need to visit an independent solicitor (or someone else empowered to administer oaths).

Unless there is a special reason for committing yourself to the lease sooner, you may want to ask the landlord to let you have at least 14 days to consider whether you wish to give up your statutory rights. If you then decided to go ahead with the agreement to exclude the protection of the Landlord and Tenant Act 1954, you would only need to make a simple declaration, and so you would not need to make a separate visit to an independent solicitor.

AND I make this solemn declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835.

DECLARED at *Princes Risborough*

this *35th*

day of *May*

2008

KBH 88

(8) Signature of
person before whom
declaration is made

Before me (8)

Richard Smith

(9) Insert as
appropriate

~~[A commissioner for oaths]~~ [A solicitor empowered to administer oaths] ~~or (9)~~

DATED

1st June

2008

WEST BERKSHIRE DISTRICT COUNCIL

- to -

NEWBURY TOWN FOOTBALL CLUB

LEASE

of Football Ground at Faraday Road
Newbury
Berkshire

File Ref: L110060