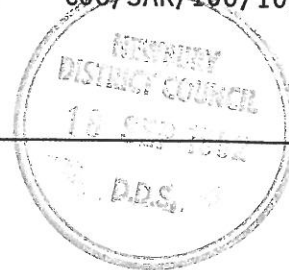


M E M O R A N D U M

TO: Director of Development Services      YOUR REF: CSJW/201/98/33  
FROM: Director of Legal and      OUR REF: CJO/SAR/100/10/39  
         Administrative Services  
DATE: 17th September 1992

---



**Triangle Field, Hungerford**

I write to advise you that the Lease of the above property was duly completed on 10th September 1992. The Lease is for a period of 50 years from 10th September 1992 with an option to renew for a further period of 50 years. The rent payable under Lease is £5.00 per annum. I will advise the Director of Financial Services to account for the rent due.

A copy of the Lease is attached for your records and no doubt you will now liaise direct with Hungerford Town Council in regard to the Council taking up occupation. Your particular attention is drawn to Clause 2 of the Lease that sets out the various covenants affecting the property and in particular the restrictions.

A handwritten signature in dark ink, appearing to be 'C.J. Oliver'.

C.J. Oliver  
Principal Legal Assistant  
for Director of Legal  
and Administrative Services

c.c. Director of Recreation Services - Attn: Mr. R. Heath

50p

THIS LEASE is made the 10th day of September One thousand nine hundred and ninety-two BETWEEN NEWBURY DISTRICT COUNCIL of Council Offices Market Street Newbury Berkshire (hereinafter called "the Landlord" which expression shall where not repugnant to the context include the estate owner or owners for the time being in respect of the reversion expectant on the term hereby created) of the one part and THE TOWN COUNCIL OF HUNGERFORD c/o 159 Andover Road Newbury Berkshire acting by the Mayor of Hungerford and two Members of the Council (hereinafter called "the Tenant" which expression shall where not repugnant to the context include the Tenant's successors in title) of the other part

WITNESSETH as follows:-

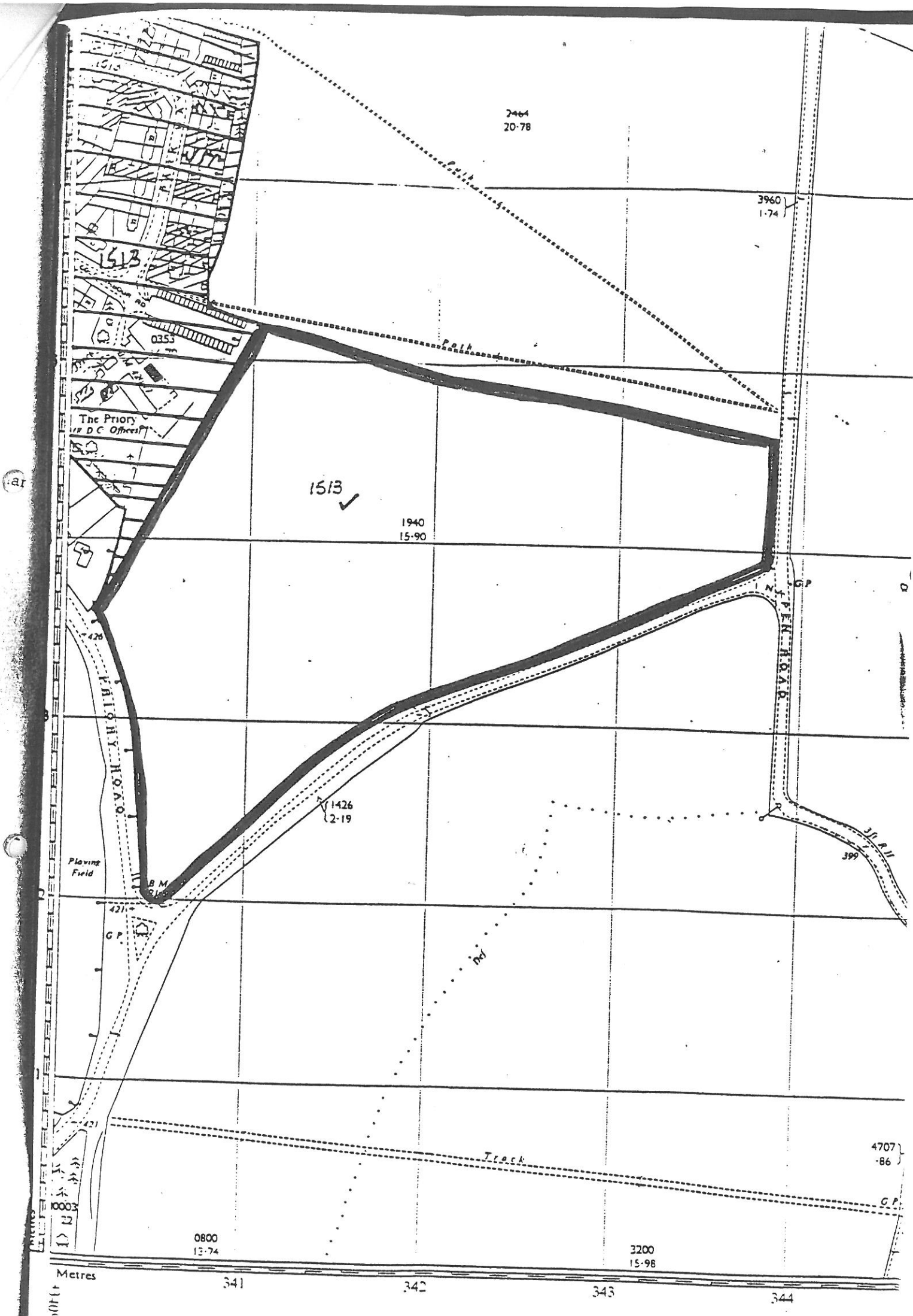
Demise

1. IN consideration of the rents covenants and conditions hereinafter reserved and contained and on the part of the Tenant to be paid performed and observed the Landlord HEREBY DEMISES unto the Tenant ALL THAT plot of land consisting of approximately 15.90 acres adjoining The Former Priory Hungerford in the County of Berkshire which is more particularly shown for identification purposes only edged red on the plan attached hereto (hereinafter called "the Demised Premises") TO HOLD the same unto the Tenant from the 10th day of September 1992 for the term of FIFTY YEARS subject as hereinafter provided YIELDING AND PAYING therefor unto the Landlord yearly during the said term hereby granted the rent of FIVE POUNDS (£5) (if demanded) the said rent to be paid on each anniversary of the execution of this lease in advance and the first payment to be made on the execution hereof AND SUBJECT ALSO to those matters referred to in the Property and Charges Register to Title No. P.49879 hereof

Tenant's Covenants

2. THE Tenant HEREBY COVENANTS with the Landlord as follows:-

2.1 To pay the reserved rents at the times and in the manner aforesaid



2464  
20-78

3960  
1-74

1513 ✓

1940  
15-90

1426  
2-19

399

4707  
-86

0800  
13-74

3200  
15-96

Metres

341

342

343

344

- 2.2 To pay and discharge all existing and future rates taxes duties charges assessments and outgoings (including Value Added Tax (if any)) payable by law in respect of the Demised Premises whether by the owner or occupier and in the case of any of such rates taxes assessments charges impositions and outgoings being assessed charged imposed upon or payable in respect of the Demised Premises together with other premises to pay all proper proportions thereof (to be conclusively determined by the Landlord)
- 2.3 To keep the Demised Premises in good and tenantable order condition and free of litter and in such order and condition to yield the same up at the expiration or sooner determination of the said term
- 2.4 To permit the Landlord and all other persons authorised by the Landlord to enter the Demised Premises or any part thereof at any reasonable time or times by previous appointment except in the event of emergency to view the condition and cleanliness of the Demised Premises or to repair or alter any adjoining or adjacent property PROVIDED THAT the Landlord shall make good any damage thereby caused to the Demised Premises
- 2.5 After receipt of written notice requiring the Tenant so to do to commence and diligently to proceed to repair such defects and wants or reparation as shall be specified in such notice and within such reasonable period of time as such notice shall specify
- 2.6 To do and execute or cause to be done or executed all such works and things as under or by virtue or any enactment or statutory instrument or any notice order or direction given or made pursuant thereto for the time being in force are or shall be directed or necessary to be done or executed upon or in respect of the Demised Premises or any part thereof whether by owner or occupier Landlord or Tenant and not to do suffer or omit anything in contravention

thereof and also at all times to indemnify and keep indemnified the Landlord against all proceedings costs expenses claims charges and demands whatsoever in respect thereof

2.7 Immediately upon the service thereof to give full particulars to the Landlord of any notice order or proposal therefor relating to or affecting the Demised Premises given made or issued by any competent authority and without delay to comply with the same PROVIDED THAT if the Landlord so reasonably requires in writing the Tenant will join with the Landlord in objecting to or contesting the same

2.8.1 Not to erect or suffer to be erected altered or added to on the Demised Premises or any part thereof any building or structure other than those permitted in Clause 2.8.2 below

2.8.2 In so far as is necessary for or reasonably desirable for the purposes of the use of the Demised Premises permitted in Clause 2.10 hereof the Tenant may erect and carry out alterations or additions to pavilions changing rooms and toilets and other necessary ancillary facilities and equipment subject to the prior written consent of the Landlord being obtained as to the details (such consent not to be unreasonably withheld or delayed)

2.9 To pay all costs charges and expenses (including solicitors' costs and surveyors' fees) reasonably incurred by the Landlord for the purpose of incidental to or in contemplation of the preparation and service of a notice requiring the Tenant to remedy a breach of any of the Tenant's covenants herein contained

2.10.1 Not to use or suffer the use of the Demised Premises or any part thereof otherwise than for the provision of open space and for sports games or activities permitted in Clause 2.10.2 below except with the prior written consent of the Landlord

- 2.10.2 The tenant shall be permitted to use the Demised Premises for the purposes of rugby American football football hockey lacrosse volleyball baseball cricket rounders softball tennis track and field athletics and such other like sports games or activities and not for any other purpose whatsoever
- 2.11. Not to do or permit or suffer to be done upon the Demised Premises anything which may be or tend to be illegal or a nuisance annoyance or disturbance or cause damage to the Landlord or any of the occupants of the adjoining or adjacent property
- 2.12.1 Not to assign underlet or part with possession of part only of the Demised Premises
- 2.12.2 Not to assign underlet or part with possession of the whole of the Demised Premises
- 2.12.3 Not to mortgage or charge the whole or part of the Demised Premises without the consent of the Landlord
- 2.13 To insure and keep insured at all times during the currency of this lease in a sum equal to the full replacement value thereof the Demised Premises against loss or damage by fire flood and all the perils normally covered by a policy maintained by an insurance company or reputable and in the event of the Demised Premises or part of them being damaged or destroyed from any cause covered by any such insurance the Tenant shall expend all money received by virtue of such insurance in rebuilding reinstating or replacing the Demised Premises or that part of the Demised Premises so destroyed or damaged as the case may require or otherwise making good the loss damage or destruction suffered and on the reasonable demand of the Landlord to produce the policy or policies for such insurance and the receipts for payment of the premiums



Quiet Enjoyment

3. THE Landlord hereby covenants with the Tenant that subject to the Tenant paying the rent and observing the covenants on the Tenant's part herein contained the Tenant shall during the said term quietly enjoy the Demised Premises without any interruption by the Landlord or any person lawfully claiming under or in trust for it

Proviso for Forfeiture

4. IF the rent hereinbefore mentioned or any part thereof shall at any time be unpaid for twenty-one days after becoming payable or if any covenant on the Tenant's part herein contained shall not be performed or observed then and in any of the said cases it shall be lawful for the Landlord at any time thereafter to enter upon the Demised Premises or part thereof in the name of the whole and thereupon the said term shall absolutely determine but without prejudice to the right of action of the Landlord in respect of any antecedent breach of the Tenant's covenants herein contained

Notice

5. SECTION 196 of the Law of Property Act 1925 shall apply to any notice to be served hereunder as if such notice were a notice authorised by that Act

Option to Renew

6. PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED that in the event of the Tenant giving notice to the Landlord not more than twelve months nor less than three months from the expiry of this Lease that it wishes the Landlord to grant it a further lease of the Demised Premises THEN the Landlord shall grant and the Tenant shall accept a further lease of the Demised Premises for a further period of fifty years and on the same terms as this lease with the exception of this clause such further lease to be completed within six months from the expiry of this lease

Interpretation


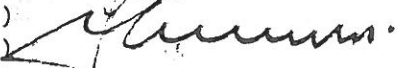

7. IN this lease words importing the masculine gender include also the neuter and the feminine gender and vice versa and words importing the singular number include also the plural number and vice versa where there are two or more persons included in the respective terms "the Landlord" and "the Tenant" the covenants expressed to be made respectively by them shall be deemed to be made by such persons jointly and severally and the expression "the Landlord" shall where appropriate include any superior landlord and the introductory headings to the respective clauses and sub-clauses hereof are to identify such clauses and sub-clauses hereof are to identify such clauses and sub-clauses and shall not be deemed to form part of this lease or to affect the interpretation thereof


Declaration

8. THIS instrument or document hereby expresses itself as executed as a Deed

IN WITNESS whereof the Landlord and the Tenant have executed this lease the day and year first above written

SIGNED by PAUL BRYAN CABLE )  
and JOHN CHARLES WILLIAMS )  
and DAVID ANTHONY GEORGE SMALL )  
being the Chairman and two Members )  
of Hungerford Town Council in the )  
presence of: )

  
HIGHFIELD  
159 ANDOVER RD  
NEWBURY  
BERKS RG14 6NB



DATED 10th September 1992

NEWBURY DISTRICT COUNCIL

- and -

THE TOWN COUNCIL OF HUNGERFORD

6.44  
Land consisting of approximately 15.90 acres  
adjoining The Former Priory,  
Hungerford in the County of Berkshire

RECREATION SERVICES DEPARTMENT

MEMORANDUM

TO: Director Legal & Administrative Services  
For the attention of Mr C Oliver

CC: C Watts

FROM: R Heath

YOUR REF: CJO/SAR/101/10/39

OUR REF: RJH/AEP/RDEV/13a

15th June 1992



---

TRIANGLE FIELD - HUNGERFORD

Further to our meeting earlier today, I have now had an opportunity to discuss the matter with my Director.

He welcomes the input from Chris Watts and yourself which hopefully will result in the signing of the lease by all interested parties.

Acting on your advice I have also invited Hungerfords Solicitor to the meeting, which will be held in the Director of Recreation Services Office on 17th June 1992 at 1.30 p.m.

R J Heath  
Grants & Events Officer

MEMORANDUM

TO: Director of Development Services      YOUR REF: CSJW/201/98/33  
(Attn: Chris Watts)

FROM: Director of Legal and      OUR REF: CJO/SAR/101/10/39  
Administrative Services

DATE: 27th May 1992

---

Triangle Field, Hungerford

With reference to your instructions for the letting of the land at the above, I now write to advise you that the District Valuer has indicated that the rental income for the property in his opinion is £800.00 per annum. This being so I have now applied to the Secretary of State for consent to grant the Lease at less than the best consideration i.e. on the terms approved by Committee.

I attach a copy of the Lease that I have submitted in this matter to the Solicitors for Hungerford Town Council together with a copy of a letter I have received from them dated 21st May 1992. In the circumstances I think it would be wise if my assistant Mr. Oliver met with you and with Mr. Heath (when he returns from holiday) to ensure that I am fully aware of all negotiations that are being undertaken in connection with this land from the various different sources.

  
Director of Legal and  
Administrative Services

c.c. Director of Recreation Services - Attn: Mr. R. Heath

to await meeting.

# Charles Lucas & Marshall

Solicitors

28 High Street

Hungerford Berkshire RG17 0NF

Telephone: (0488) 682506

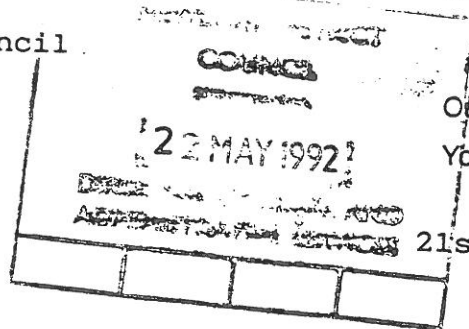
Fax: (0488) 684780 - 684824

DX: 47102 HUNGERFORD

Newbury District Council

DX 30825 NEWBURY

FAO: C J Oliver, Esq



Our ref: DAGS.BS.HTC

Your ref: CJO.SAR.101.1039

21st May 1992

Dear Sirs,

re: Triangle Field, Hungerford

Thank you for your letter of 14th May 1992.

In relation to clause 1 of the Lease and the annual consideration of £5, would you please confirm why you feel our suggested amendment to "one peppercorn" is unacceptable, bearing in mind that Hungerford Town Council are prepared to lease the swimming pool and adjoining dwelling house to Newbury District Council for the same consideration. The difference seems odd and is obviously of no practical benefit to Newbury District Council and we would therefore be grateful if you would reconsider this.

As regards 2.8.2, would you please confirm the status of such necessary recreational facilities/equipment as goal posts, score boards etc. This was what we had in mind when proposing the additional words "and other necessary facilities and equipment". Surely this amendment is necessary?

In relation to clause 2.10 your comments in your letter are surely inconsistent with the fact that Newbury District Council have also been carrying on direct negotiations with the Hungerford Town Band and are fully aware that the Hungerford Theatre Club would also wish to have the use of any suitable facilities which might be constructed on the land. It has never, at any stage, been suggested by anybody that use of the land should be restricted to physical games and sports and the Hungerford Town Band in particular would be horrified were we to send them a copy of your letter. The amendments we propose would have enabled wider cultural, recreational and educational use and we cannot accept that it is necessary in your Council's interests for these to be prohibited.

Finally you state in your replies to our Enquiries that your Client Council has "made no resolution" to pay our Client Council's legal costs in this matter. We appreciate this but

F.P.D. Flory  
Patrick J. Wheeler  
C.J. Ball  
E.C. Smith  
S. McMinn  
Susan M. Burnell\*

Paul Richards  
L.M.C. Parker  
P.F. Graham  
Hugh Ellins  
Christopher J.C. Jones\*  
David Small

Paul Trincas  
Malcolm Poynter  
M.V. Berrett  
Michelle Thomas  
Joanne Stanley

M.T. Sarnowski  
David Thomas  
Lesley Dingle  
Michael Overend  
R.G. Mead

And at:  
28 Bartholomew Street, Newbury (0635) 521212  
5 Wharf Street, Newbury (0635) 40711  
Portway, Wantage (02357) 4321  
50 Victoria Road, Swindon (0793) 511055  
25 Beaumont Street, Oxford (0865) 311622

\*Notary Public

This firm is regulated by the Law Society in the conduct of investment business

**Charles Lucas & Marshall** with Louch Belcher & Co.  
Solicitors

wonder whether you would kindly take instructions as to whether such a resolution might be passed. The expense of taking over and administering the triangle field will be substantial and we are not sure that our Client Council can afford to pay legal fees in addition.

Apart from these points we are quite happy to proceed and would like to be in a position to give a full report to our Client Council at its next meeting on 1st June, so we hope that you will be able to reply to this letter before then.

Yours faithfully,

A handwritten signature in dark ink, consisting of a stylized 'C' followed by a long, sweeping horizontal line that curves upwards at the end.

Charles Lucas and Marshall

M E M O R A N D U M

TO: DIRECTOR OF LEGAL AND  
ADMINISTRATIVE SERVICES

FROM: DIRECTOR OF DEVELOPMENT  
SERVICES

REF: F.A.O. MR. C.J. OLIVER

REF: CSJW/MP 201/98/33

DATE: 9TH APRIL, 1992

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TRIANGLE FIELD, HUNGERFORD

I refer to my conversation with Mr. C.J. Oliver on 3rd April 1992 and confirm instructions for the preparation of a lease of 15.9 acres of land known as The Triangle Field, Hungerford.

The lease is to be granted to Hungerford Town Council for the term of 50 years with an option to renew for a further 50, at a nominal rent. Each party is to be responsible for their own fees.

The use of the land is to be restricted to public open space for recreation use, together with appropriate ancillary buildings. The Town Council is to be responsible for obtaining all necessary permissions and consents as appropriate and for the laying out and maintenance of the land, together with provision and maintenance of fences as appropriate.

Please contact me if you require any clarification or further information on this matter.



for DIRECTOR OF DEVELOPMENT SERVICES



M E M O R A N D U M

TO: Director of Development Services      YOUR REF: CSJW  
(Attn: Chris Watts)

FROM: Director of Legal and      OUR REF: CJO/SAR/101/10/39  
Administrative Services

DATE: 3rd April 1992

---

Triangle Field, Priory Road, Hungerford

You will recall that the Recreation and Amenities Committee at its meeting on 15th January 1992 as endorsed by the Finance and Property Sub-Committee agreed to the surrender of the agricultural tenancy on the above property. Following the surrender it was further agreed that the land would be let to Hungerford Town Council on a long term lease to enable the land to be used for recreational purposes. The terms put before Committee suggested that there would be a nominal rent charged and gave no details as to the length of the lease. Can you please advise me as to what term the lease should be and what the nominal rent should be .

  
Director of Legal and  
Administrative Services

*response on fax 3/4/92*

*Colin Barlow:*



# Newbury District Council

Director of Development Services - A. Jones, B.A.(Hons), M.C.D., D.M.S., M.R.T.P.I., M.B.I.M.

Council Offices, Market Street, Newbury, Berkshire RG14 5LD

Telephone: Newbury (0635) 42400 (Switchboard) Telecom Gold: LMX 984

Fax: Newbury (0635) 519431

Document Exchange: DX 30825 Newbury

MY REFERENCE:

201/98/33/CSJW/AJF

YOUR REFERENCE:

PLEASE ASK FOR:

Mr. C.S.J. Watts

EXT. NO.:

2510

DIRECT LINE:

519510

6th November, 1991

Cllr. S.V. Trobridge  
1 Pound Piece  
Smitham Bridge Road  
Hungerford  
Berks. RG17 0QW.

Dear Cllr. Trobridge,

## Triangle Field, Hungerford

I refer to our telephone conversation on the 31st October 1991, and confirm that reports on the above property were considered by the Recreation and Amenities Committee on the 15th January 1991 and by the Finance and Property Sub Committee on the 4th February 1991. The Recreation and Amenities Committee resolved that:-

- (1) subject to the concurrence of the Finance and Property Sub Committee, the lease of the area of land known as Triangle Field, Hungerford to the Town Council on the terms detailed in the report of Chief Officers, be approved.
- (2) no provision be made for the improvement works to the land requested by Hungerford Town Council.

The terms referred to above were that the land be let on a long lease, at a nominal rent, subject to confirmation of the Secretary of State for the Environment. Authorisation is also given for such other terms as may be considered appropriate by the Director of Legal and Administrative Services.

This resolution was confirmed by the Finance and Property Sub Committee at its subsequent meeting subject to termination of the agricultural tenancy on the land.

Since that date negotiations have taken place with the tenant, Lady Wills, and agreement has been reached on this point. A Deed of Surrender was sent to the solicitors acting for Lady Wills on the 27th September 1991 on completion of which the agricultural tenancy is terminated. I understand that the completion of these procedures is imminent.

...../.....

Page. 2.

6th November 1991

Cllr. S.V. Trobridge  
Hungerford.

In concentrating on the termination of the agricultural tenancy, I regret that I have failed to keep Hungerford Town Council informed of the current position, although I have had conversations with Mr. Jack Williams on this matter. I have now written to the clerk of the Town Council explaining the position and seeking confirmation that the Town Council is prepared to proceed with a lease on the basis set out above. I enclose a copy of my letter for your information.

The improvement works referred to above, requested by the Hungerford Town Council, were for levelling, seeding and bringing utilities to the perimeter of the site. The cost of this work was estimated to be £40,000 and it was provision of this sum that was not agreed by the Council.

I trust this information is of assistance. Please contact me if you require any clarification or further information regarding the above.

Yours sincerely



for  
**DIRECTOR OF DEVELOPMENT SERVICES.**

Enc.



201/98  
168

CJO/SAR/101/10/39  
JLG/CJW  
Mr. C.J. Oliver - Ext. 2419

27th September 1991

Pennywell Limited,  
Hill Farm,  
Elsfield,  
Oxford.  
OX3 9SW

Dear Mr. Garson,

**Land adjoining The Priory, Hungerford**

Thank you for your letter of 24th September 1991. I look forward to receipt of the Deed of Surrender in duplicate, duly executed by your client.

I have discussed the matter raised in the second paragraph in your letter with the Council's Director of Development Services and am pleased to advise you that we are not unsympathetic to your suggestion if your client wishes to make such a request.

Yours sincerely,

Director of Legal and  
Administrative Services

c.c. Director of Development Services - Attn: Chris Watts - For Info.

# PENNYWELL LTD

Directors: J. L. Garson, MA  
C. R. Emmett, NDA  
F. P. E. Garson

Secretary: Miss Jane Worrall

Hill Farm  
Elsfield  
Oxford  
OX3 9SW

Tel: Stanton St. John (086-735) 774  
Fax: " " (086-735) 463

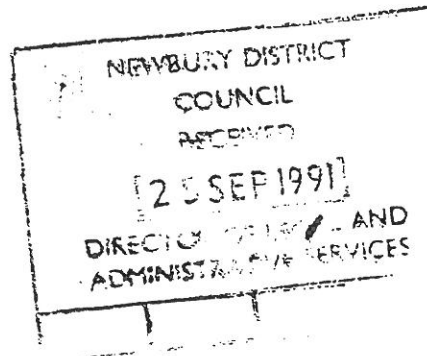
Office Hours: 8.45-1.00 2-5

JLG/CJW

Your Ref: CJO/SAR/101/10/39

24th September 1991

M J Harris MA  
Newbury District Council  
Council Offices  
Market Street  
Newbury  
Berkshire  
RG14 5LD



Dear Mr Harris

## LAND ADJOINING THE PRIORY, HUNGERFORD

I am afraid I only had a chance to look at your letter of the 11th September with its enclosures yesterday on my return from holiday. I had to check this and have subsequently had to send it yesterday also to Lady Wills's solicitor for a further check. Although the signing may or may not be completed by the 29th I see no reason not to leave that date in.

However, there is a matter that may not directly concern you but you might pass it to the relevant person, in that as we had not heard until the 12th September (in my absence) that you were definitely taking it this autumn we have ploughed the land. As Lady Wills has neither required or suggested any financial compensation in giving up this tenancy may I suggest that it would be reasonable for Lady Wills to be compensated for the cost of this ploughing. The field is actually 15.9 acres but if treated as 15 acres the charge per acre would be £12.40 according to the Farm Contractor magazine.

I shall be grateful if you could consider this point and I will get Lady Wills to sign it as soon as I hear back from her solicitors.

Yours sincerely

A handwritten signature in dark ink, appearing to read "R. Garson". The signature is fluid and cursive, with a long horizontal stroke at the end.



extract from F&P Sub-committee agenda.  
for 4<sup>th</sup> Feb 91.

1. FINANCIAL RECOMMENDATIONS FROM OTHER COMMITTEES cont'd...

- 1.4 The total cost of these works was £2,757 and the work was carried out by the maintenance branch of West Berkshire Housing Association. Because of the need to carry out the work during the summer when the play school was not operating the work was commissioned with the finance to be resolved at the presentation of revised estimates. Because of the percentage increase in the portion of the Sub-Committee's budget for building maintenance a supplementary estimate is required. The current budget for building maintenance in parks and play areas is £3,000 and a supplementary estimate of £1,500 will be required to bring the total to £4,500. This account also covers repairs and maintenance to all the other park changing rooms.

2. Recommendation

That the Sub-Committee approve a supplementary estimate of £1,500 to pay for repairs and redecoration works to the changing pavilion in Northcroft Park which were not budgeted for.

2. TRIANGLE FIELD, PRIORY ROAD, HUNGERFORD

The purpose of this report is to consider a recommendation of the Recreation and Amenities Committee that an area of land known as Triangle Field, Hungerford be leased to the Hungerford Town Council.

DRS 1. Background

- 1.1 An area of land known as Triangle Field, Hungerford is now shown on the Newbury District Council Local Plan as public open space. This land was previously controlled by the Housing Services Department but was retained by the District Council when the Housing Association was formed. For a considerable time it has been felt that the land in question was not suitable for development but should be retained as a recreation area. Although Hungerford is surrounded by open space by virtue of the common, within the town there is still a need to provide an area that is suitable for the playing of field games. Discussions have taken place with the Town Council on this matter and the Town Council has agreed that such an area of land would enable it to concentrate on building a purpose built pavilion and release the Memorial Field for more informal town uses. The matter has been discussed with the officer responsible for estate management within the Council and he agrees that the area should be preserved for recreation and transferred to the Town Council on a long lease with the District retaining freehold ownership subject to the land only being used for recreation purposes. It is suggested that a nominal rent should be charged.
- 1.2 The land which covers 6.8 ha (15.5 acres) is at present being farmed and the appropriate notice would need to be given to the tenant. A location plan is attached at Appendix '1'.



## 2. TRIANGLE FIELD, PRIORY ROAD, HUNGERFORD cont'd...

- 1.3 This land was originally purchased by Hungerford Rural District Council as part of the Priory Housing scheme. It was then, as now, outside the Hungerford settlement area and could not be developed. There are no separate details available of the value of this land when the entire site was purchased. This land came into this Council's control during the Local Government reorganisation in 1974.

### 2. Proposed Terms

- 2.1 The matter has been discussed with the officer responsible for estate management within the Council and he agrees that the area should be preserved for recreation and transferred to the Town Council on a long lease with the District retaining freehold ownership subject to the land only being used for recreation purposes. It is suggested that a nominal rent should be charged. This will require the Secretary of State's consent.
- 2.2 The lease would also be subject to such terms as the Director of Legal and Administrative Services considers appropriate.

### 3. Financial/Personnel Implications

- 3.1 The Town Council had requested that prior to transfer the land should be levelled and seeded and that the utilities should be brought to the perimeter of the site. The Recreation and Amenities Committee resolved however that no provision be made for the improvement works to the land.

- 3.2 The current income to this Council from the letting for agricultural purposes is £600 per annum.

- 3.3 There are no personnel implications.

### 4. Recommendation

That the Sub-Committee concurs with the recommendation of the recreation and Amenities Committee to lease the area of land known as Triangle Field, Hungerford to the Town Council on the terms and conditions set out above.

## 3. STANDARD COMMUNITY CHARGE 1991/92

The purpose of this report is to inform members of the new prescribed standard community charge classes and to request confirmation of the recommended classes of standard charge for the next financial year.

### DFS 1. Background

- 1.1 The legislation governing administration of Community Charge provides that owners or long term lessees of domestic properties which are not used as their sole or main residence would be liable for a standard charge of up to twice the personal charge.