

**LAND REGISTRY**  
**LAND REGISTRATION ACT 2002**  
**UNDERLEASE OF PART**

County and District : WEST BERKSHIRE  
Title Number :  
Property : LAND AT THE TRIANGLE FIELD, HUNGERFORD,  
BERKSHIRE  
Date: 2007

**THIS UNDERLEASE** is made the                      day of                      Two  
thousand and seven

**1 Particulars, Definitions and Interpretation**

For all purposes of this lease the following terms shall have the meanings specified

**Particulars**

1.1 The Landlord: HUNGERFORD TOWN COUNCIL of Council Offices, Crown Passage, High Street, Hungerford, Berkshire

1.2 The Tenant: ANDREW BRIAN SPARKES, STEVEN CHARLES MILLS, MARTIN ANDREW SIMONS and RALPH WELLARD all c/o Tree House, 1 Park Street, Hungerford, Berkshire RG17 0EF being the Trustees for the time being of the Hungerford Rugby Club

1.3 The Premises: the single-storey building and adjacent land at the Triangle Field, Priory Road, Hungerford, Berkshire as shown for the purpose of identification only edged red on the plan annexed hereto

1.4 The Permitted Use: use as a rugby football club clubhouse with licensed bar

1.5 The Rent: the sum of £10 per annum subject to review in accordance with the provisions set out in the Schedule hereto payable annually in advance on 1st April in each year

1.6 The Rent Review Dates: the seventh and fourteenth anniversaries of the date of commencement of the Term

1.7 The Term: Twenty One years from and including 2007

**Definitions**

1.8 The Headlease: the lease dated                      and made between the Newbury District Council (1) and the Landlord (2) whereby the Triangle Field was

demised to the Landlord for the term of                      years commencing on                      on and subject to the rents covenants and conditions reserved by and contained in the Headlease

1.9 The Insured Risks: damage by fire and such other risks as are covered by the Landlord's property insurance policy from time to time

1.10 The Landlord's Adjoining Building: the adjoining building comprising changing room, toilet and kitchen accommodation and storage facilities shown by way of identification edged blue on the plans annexed hereto together with any additional building or extension constructed adjacent thereto during the Term

1.11 The Service Media: all pipes sewers drains mains ducts conduits gutters watercourses wires cables channels flues and all other conducting media and includes any fixings cowls and any other ancillary apparatus now or at any time laid or installed in under or over the Triangle Field for the conduction of mains services

1.12 The Superior Landlord: West Berkshire District Council of Council Offices, Market Street, Newbury, Berkshire RG14 5LD being the freehold owner of the Triangle Field as at the date of this lease

1.13 Surveyor: any person or firm employed or appointed by the Landlord to perform any of the functions of the Surveyor under this Lease

1.14 The Triangle Field: the land known as the Triangle Field Sports Ground, Priory Road, Hungerford, Berkshire as shown by way of identification edged blue on Plan A annexed hereto including the Premises and the Landlord's Adjoining Building

#### Interpretation

1.15 References in this Lease to the Premises shall be deemed to include reference to the following where appropriate:

1.15.1 all additions and improvements to the Premises

1.15.2 all the Landlord's fixtures and fittings and fixtures of every kind which shall from time to time be in or upon the Premises (whether originally affixed or fastened to or upon the Premises or otherwise) except any such fixtures installed by the Tenant that can be removed from the Premises without defacing the Premises

1.15.3 all Service Media in on under or over and exclusively serving the Premises

1.16 References to the Landlord include where appropriate reference to the Landlord's successors in title and to the Superior Landlord

1.17 References to any right of the Landlord to have access to the Premises shall be construed as extending to the Superior Landlord and to any person employed or authorised by the Landlord or the Superior Landlord

- 1.18 References to the Tenant include reference to all persons for the time being holding office as trustees of the Hungerford Rugby Club and whose names and addresses shall have been notified to the Landlord as hereinafter provided
- 1.19 Where the Landlord or the Tenant for the time being are two or more persons the provisions of this Lease shall apply to and be enforceable by and against all such persons jointly and severally
- 1.20 Words importing one gender include all other genders and words importing the singular include the plural and vice versa
- 1.21 Any references to a specific statute include any statutory extension or modification amendment or reenactment of such statute and any regulations or orders made under such statute
- 1.22 References in this lease to any clause sub-clause or schedule without further designation shall be construed as a reference to the clause sub-clause or schedule to this lease so numbered
- 1.23 The clause, paragraph and schedule headings do not form part of this lease and shall not be taken into account in its construction or interpretation

## **2 Demise**

The Landlord demises to the Tenant the Premises TOGETHER WITH the rights specified in Clause 3 hereof but EXCEPTING AND RESERVING to the Landlord the rights specified in Clause 4 hereof TO HOLD the Premises to the Tenant for the Term SUBJECT to payment by the Tenant of the Rent and observance by the Tenant of all the covenants conditions and other provisions reserved by and contained in this Lease

## **3 Rights granted to the Tenant**

The following rights are granted to the Tenant for the duration of the Term to be enjoyed in common with the Landlord and all others authorised by the Landlord:

- 3.1 A right of way with or without vehicles at all times over and across the entrance and accessway shown hatched green and the parking area shown hatched brown on Plan A annexed hereto
- 3.2 A right to park motor vehicles on the car parking area
- 3.3 A right of support shelter and protection for the Premises from the Landlord's adjoining Building
- 3.4 The right of free passage and running of water and soil and other mains services through the Service Media

3.5 A right to enter the Landlord's Adjoining Building or any other part of the Triangle Field upon giving prior reasonable notice to the Landlord (save in case of emergency)

3.5.1 in order to take any action necessary to enable the Tenant to comply with its covenants contained in this lease

3.5.2 to carry out any necessary repairs to any Service Media serving the Premises

3.5.3 in order to take any necessary or desirable measures or precautions in case of fire or like emergency

subject to the Tenant as soon as reasonably practicable and at its own expense making good any damage caused by or during the exercise of such rights

3.6 A right to use the changing room and toilet and equipment storage facilities within the Landlord Adjoining Building and to lay out and use one or more rugby pitches on the Triangle Field on and subject to such terms and conditions as to payment and otherwise as shall be agreed between the parties from time to time

#### **4 Rights reserved to the Landlord**

The Landlord reserves the following rights and easements over and in respect of the Premises:

4.1 The right at any time during the Term (at reasonable times and upon reasonable notice except in cases of emergency) to enter the Premises:

4.1.1 to inspect the condition and state of repair of the Premises

4.1.2 to exercise any of the rights granted to the Landlord elsewhere in this Lease

4.1.3 to carry out any necessary repairs to the Landlord's Adjoining Building or to any Service Media serving it or any other part of the Triangle Field

4.1.4 for any purpose as shall be necessary to enable the Landlord to comply with the provisions of the Headlease

subject to the Landlord as soon as reasonably practicable and at its own expense making good any damage caused by or during the exercise of such rights

4.2 The right to alter or extend the Landlord's Adjoining Building and to carry out any further development of any other part of the Triangle Field as the Landlord shall wish to carry out and to inspect maintain repair amend or renew the same or let the same for any purpose or otherwise deal therewith notwithstanding any temporary inconvenience to the Tenant or interruption to the rights granted to the Tenant by this lease



4.3 The right to make reasonable regulations from time to time as the Landlord shall consider necessary in relation to the Tenant's use and management of the Premises and of the adjoining access and car parking areas and any other common facilities referred to in Clause 3 hereof

## **5 The Tenant's Covenants**

The Tenant covenants with the Landlord:

### **5.1 Rent outgoings and vat**

5.1.1 to pay the Rent to the Landlord

5.1.2 to pay all rates taxes assessments duties charges impositions and outgoings which are now or during the term shall be charged assessed or imposed upon the Premises

5.1.3 to pay to the Landlord by way of further or additional rent such sum as shall be equivalent to the annual premium paid by the Landlord for insuring the Premises pursuant to clause 6.3 of this Underlease

### **5.2 Permitted Use**

To use the Premises for the Permitted Use only

### **5.3 Repair cleaning decoration etc**

5.3.1 To keep the Premises in good repair and in a clean and tidy condition at all times

5.3.2 To keep any part of the Premises which may not be built upon adequately surfaced in good condition and free from weeds and not to deposit or permit to be deposited any waste rubbish litter or refuse thereon nor bring keep store stack or lay out upon the same any materials equipment plant bins crates cartons boxes or any receptacle for waste or any other item which is or might become untidy unclean unsightly or in any way detrimental to the Premises or to the Landlord's Premises

5.3.3 In every fourth year of the Term to redecorate those parts of the exterior and the interior of the Premises which have previously been so decorated in a good and workmanlike manner with at least two coats of good quality paint and with appropriate materials of good quality to the reasonable satisfaction of the Landlord and in the case of all decorations to obtain the prior approval of the Landlord (such approval not to be unreasonably withheld or delayed) to any changes in the tints colours and patterns of the Premises prior to commencing such decorations

### **5.4 Additions and alterations etc.**

5.4.1 Not to make any addition or alteration to the Premises save with the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed)

in the case of internal additions or alterations of a non-structural nature) and in accordance with plans and specifications previously approved by the Landlord and to remove any such additions or alterations at the expiration or sooner determination of the Term if so requested by the Landlord and to make good any part or parts of the Premises which may be damaged by such removal

5.4.2 Not to make connection with the Pipes that serve the Premises without the prior consents of the Landlord (such approval not to be unreasonably withheld or delayed) and of any competent statutory authority or undertaker

5.4.3 Not to erect any pole mast or wire or satellite dish nor to affix to or exhibit on the outside of the Premises or on any part of the Landlord's Adjoining Building or any other adjoining or neighbouring property of the Landlord any placard sign notice fascia board or advertisement save with the Landlord's prior consent (such consent not to be unreasonably withheld in relation to a sign or notice at the entrance to the Triangle Field bearing the name of Hungerford Rugby Club)

## **5.5 Statutory obligations**

5.5.1 At the Tenant's own expense to comply with the requirements of any statute or any government department local authority other public or competent authority or court of competent jurisdiction relating to the Premises and any other obligations imposed by law or by any bylaws applicable to the Premises or in regard to carrying on the trade or business for the time being carried on the Premises

5.5.2 Not to do or omit to be done on or near the Premises anything by reason of which the Landlord may under any statute incur have imposed upon it or become liable to pay any penalty damages compensation costs charges or expenses

5.5.3 To give full particulars to the Landlord of any notice direction order or proposal for the Premises made given or issued to the Tenant by any local or public authority within 7 days of receipt and if so required by the Landlord to produce it to the Landlord and without delay to take all necessary steps to comply with the notice direction or order and at the request of the Landlord but at the cost of the Tenant to make or join with the Landlord in making such objection or representation against or in respect of any notice direction order or proposal as the Landlord shall deem expedient

## **5.6 Planning**

5.6.1 Not to commit any breach of planning control and to comply with the provisions and requirements of all and any planning consents that affect the Premises whether as to the Permitted User or otherwise and to indemnify (both during or following the expiration of the Term) and keep the Landlord indemnified against all liability whatsoever including costs and expenses in respect of any contravention





5.6.2 Without prejudice to the generality of the foregoing clause 5.6.1 to comply at all times with the following planning conditions relating to use of the Premises as contained in planning permission 05/02564/FUL, subject to any variation approved by the local planning authority and by the Landlord:-

5.6.2.1 to ensure that the Premises maintain a suitable scheme of sound insulation in order to protect neighbouring residential premises:

5.6.2.2 that the use of the Premises be restricted to 07.00 to 23.30 on any day

5.6.2.3 that other than informal gatherings on match days connected with a sporting event on Triangle Field, any organised social functions at the Premises be restricted to no more than one, in the period Monday to Thursday in any week, and no more than one in the period Friday to Saturday in any week and no functions at all shall take place on Sundays

5.6.3 Not to make any application for any planning consent or for any variation of any planning consent previously granted or building regulations approval or other statutory consent save with the Landlord's prior written consent (such consent not to be unreasonably withheld in relation to any such consent or approval reasonably required by the Tenant in connection with the Permitted Use)

#### **5.7 Access of Landlord and notice to repair**

To permit the Landlord at reasonable times and upon reasonable notice (except in cases of emergency):

5.7.1 to enter upon the Premises for the purpose of ascertaining that the covenants and conditions of this Lease have been observed and performed

5.7.2 to do anything that may be necessary in order to comply with the provisions of the Headlease

5.7.3 to view the state of repair and condition of the Premises

5.7.4 to give to the Tenant (or leave upon the Premises) a notice specifying any decorations repairs cleaning maintenance or painting that the Tenant has failed to execute in breach of the terms of this Lease and to request the Tenant immediately to execute the same

5.7.5 to comply as soon as practicable with the requirements of any notice given under the preceding sub-clause of this lease to the effect that if within three months of the service of such a notice the Tenant shall not have commenced and be proceeding diligently with the execution of the work referred to in the notice or shall fail to complete the work within four months or if in the Landlord's Surveyor's reasonable opinion the Tenant is unlikely to have completed the work within such period to permit the Landlord to enter the Premises to execute such

work as may be necessary to comply with the notice and to pay to the Landlord the cost of so doing and all expenses reasonably incurred by the Landlord (including legal costs and surveyor's fees) within 14 days of a written demand

#### **5.8 Defective premises**

To give notice to the Landlord of any defect in the Premises which might give rise to an obligation on the Landlord to do or refrain from doing any act or thing in order to comply with the provisions of this Lease or the duty of care imposed on the Landlord pursuant to the Defective Premises Act 1972 or otherwise and at all times to display and maintain all notices which the Landlord may from time to time (reasonably) require to be displayed at the Premises

#### **5.9 Alienation**

5.9.1 Not to assign underlet or part with or share possession or occupation of the Premises or any part thereof not to hold the same on trust for another save that the Tenant shall be permitted to assign this lease as a whole:

5.9.1.1 to any persons who shall for the time being hold office as Trustees of the Hungerford Rugby Club provided that the names and addresses of any such persons shall be notified in writing to the Landlord and that a copy of every Deed of Assignment shall be provided to the Landlord forthwith following completion of the same

5.9.1.2 to any other sports club or organization approved by the Landlord (such approval not to be unreasonably withheld or delayed) provided that the use of the Premises by the assignee shall be in compliance in all respects with the terms of the Headlease

5.9.2 Not to mortgage or charge the Premises or any part thereof save that the Tenant shall be permitted to charge the Premises pursuant to a Licence dated ( ) and made between the Superior Landlord (1) the Landlord (2) the Tenant (3)

#### **5.10 Nuisance etc**

5.10.1 Not to do nor allow to remain upon the Premises anything which may be or become or cause a nuisance annoyance disturbance inconvenience injury or damage to the Landlord or its tenants or the owners or occupier of adjacent or neighbouring premises

5.10.2 Not to do or omit to be done anything which may cause any part of the Landlord's Premises to become untidy or in a dirty condition and in particular (but without prejudice to the generality of the above) not to deposit on them refuse or other materials or cause the same to be in any way obstructed

5.10.3 Not to use the Premises for a sale by auction or vehicle fair or for any dangerous noxious noisy or offensive trade business manufacture or occupation nor for any illegal or immoral act or purpose

**5.11 Encroachments**

5.11.1 Not to stop up darken or obstruct any windows or light belonging to the Building (and for the avoidance of doubt this shall not include internal fixtures and fittings)

5.11.2 To take all reasonable steps to prevent any new window light opening doorway path passage pipe or other encroachment or easement being made or acquired in against out of or upon the Premises and to notify the Landlord immediately if any such encroachment or easement shall be made or acquired (or attempted to be made or acquired) and at the request of the Landlord to adopt such means as shall (reasonably) be required to prevent such encroachment or the acquisition of any such easement

**5.12 Keyholders**

To ensure that at all times the Landlord has written notice of the name home address and home telephone number of at least two keyholders of the Premises

**5.13 Landlord's rights**

To permit the Landlord at all times during the Term to exercise without interruption or interference any of the rights granted to it by virtue of the provisions of this Lease

**5.14 Landlords costs**

To pay to the Landlord on an indemnity basis all costs fees charges disbursements and expenses (including without prejudice to the generality of the above those payable to Counsel Solicitors Surveyors and bailiffs) properly and reasonably incurred by the Landlord in relation to and incidental to:

5.14.1 every application made by the Tenant for any consent and licence required under the provisions of this Lease whether such consent or licence is granted or refused or offered subject to any lawful qualification or condition or whether the application is withdrawn unless such refusal qualification or condition is unlawful

5.14.2 the preparation and service of a notice under the Law of Property Act 1925 Section 146 or incurred by or in contemplation of proceedings under Sections 146 or 147 of the Act notwithstanding than by relief granted by the court

5.14.3 the recovery or attempted recovery of arrears of rent or other sums due from the Tenant and

5.14.4 any steps taken in contemplation of or in connection with the preparation and service of a Schedule of Dilapidations during or after the expiration of the Term

#### **5.15 Plans documents and information**

If called upon to do so to produce to the Landlord or the Surveyor all plans documents and other evidence as the Landlord may reasonably require in order to satisfy itself that the provisions of this lease have been complied with

#### **5.16 Indemnities**

To be responsible for and to keep the Landlord fully indemnified against all damage damages losses costs expenses actions demands proceedings claims and liabilities made against or suffered or incurred by the Landlord arising directly or indirectly out of:

5.16.1 any act omission or negligence of the Tenant or any persons at the Premises expressly or impliedly with the Tenant's authority and under the Tenant's control or

5.16.2 any breach or non-observance by the Tenant of the covenants conditions or other provisions of this lease or any of the matters to which this demise is subject

and to effect insurance cover in relation to the same to the satisfaction of the Landlord and further to provide upon request a copy of the appropriate insurance cover

#### **5.17 Compliance with Headlease**

To comply at all times with the provisions of the Headlease insofar as the same shall be applicable to the Premises and not to do or omit to be done anything which may or might cause the Landlord to be in breach of the same

#### **5.18 Yield up**

At the expiration or sooner determination of the Term

5.18.1 to yield up the Premises in good repair and condition in accordance with the terms of this Lease

5.18.2 to give up all keys of the Premises to the Landlord and

5.18.3 to remove all signs erected by the Tenant in upon or near the Premises and immediately to make good any damage caused by such removal

### **6 Landlord's Covenants**

The Landlord covenants with the Tenant:

- 6.1 To permit the Tenant peaceably and quietly to hold and enjoy the Premises without any interruption or disturbance from or by the Landlord or any person claiming under or in trust for the Landlord
- 6.2 To keep in good repair and condition all Service Media serving the Premises (save those that form part of the Premises pursuant to clause 1.15 of this Lease)

- 6.3 To keep the Premises insured to its full reinstatement value against damage by fire and such other normal property risks as are covered by the Landlord's property insurance policy from time to time in force and to pay all premiums payable for such insurance

## **7 General Provisions**

### **7.1 Interest**

If the Tenant shall fail to pay the rents or any other sum due under this Lease within 14 days of the date due whether formally demanded or not the Tenant shall pay to the Landlord Interest on the rents or other sum from the date when they were due to the date on which they are paid and such Interest shall be deemed to be rents due to the Landlord

### **7.2 Forfeiture**

If and whenever during the Term

7.2.1 any payment of Rent shall remain unpaid for more than one calendar month (whether formally demanded or not) or

7.2.2 there shall be any breach non-observance or non-performance by the Tenant of any covenant or other term of this lease

7.2.3 the Premises shall cease to be used for the purposes of the Permitted Use for more than three calendar months

7.2.4 the Tenant shall becomes bankrupt or commit any act of insolvency or if any distress or execution shall be levied on its goods

then in any such case the Landlord may re-enter the Premises (or any part of them in the name of the whole) at any time (and even if any previous right of re-entry has been waived) and then the Term will absolutely cease but without prejudice to any rights or remedies which may have accrued to either party against the other in respect of any antecedent breach of covenant or other term of this lease (including the breach in respect of which the re-entry is made)

### **7.3 Reinstatement**

If and whenever during the Term the Premises or any part of them are damaged or destroyed by any of the Insured Risks then unless the payment of the insurance money shall be refused in whole or in part by reason of any act or default of the Tenant or anyone at the Premises expressly or by implication with the Tenant's authority (and under the Tenant's control) the parties shall use their reasonable endeavours to obtain all planning permissions or other permits and consents that may be required under the Planning Acts or other statutes (if any) to enable the Premises to be rebuilt and reinstated and shall thereafter as soon as the Permissions have been obtained or immediately where no Permissions are required apply all money received in respect of such insurance

(except sums in respect of loss of Rent) in rebuilding or reinstating the Premises so destroyed or damaged

**7.4 Termination if reinstatement prevented or delayed**

If upon the expiry of a period of 3 years commencing on the date of the damage or destruction the Premises have not been rebuilt or reinstated so as to be fit for the Tenant's occupation and use either party may by notice served at any time within 6 months of the expiry of such period serve a notice of termination on the other party and upon the expiry of such notice the Term will absolutely cease but without prejudice to any rights or remedies that may have accrued to either party against the other under any provision of this lease

**7.5 Exclusion of use warranty**

Nothing in this Lease or in any consent granted by the Landlord under this Lease shall imply or warrant that the Premises may lawfully be used under any statute or any bye-laws or regulations for the purpose authorised in this Lease (or any purpose subsequently authorised)

**7.6 Entire understanding**

This Lease embodies the entire understanding of the parties relating to the Premises and to all the matters dealt with by any of the provisions of this Lease

**7.7 Representations**

The Tenant 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 Landlord except any such statement or representation that is expressly set out in this Lease

**7.8 Service of notices**

Any notice required to be served under any provision of this Lease may be validly served by personal delivery or ordinary or recorded delivery post addressed to the parties at their respective addresses as stated herein or to any other address which either party shall notify the other party in writing at any time as being its address for service and in the case of service by ordinary post any such notice shall be deemed to have been received on the second day after posting subject to proof being provided (if required) that the envelope containing the notice was properly addressed stamped and posted

**7.9 Dispute Resolution**

If at any time any dispute or difference shall arise between the Landlord and the Tenant touching any clause matter or thing whatsoever contained in or connected with this Lease or the rights duties or liabilities of either party under or in connection with it then and in every such case the dispute or difference shall be determined (unless the parties shall otherwise agree in writing) by a single arbitrator in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force

**8 Exclusion of security of tenure**

8.1 Not less than 14 days before the Tenant became contractually bound to enter into the tenancy hereby created the Landlord served on the Tenant a notice in the form required by Section 38A(3)(a) of the Landlord and Tenant Act 1954

8.2 On , before the Tenant became contractually bound to enter into the tenancy hereby created, , being a person duly authorised by the Tenant, made a declaration in the form required by Schedule 2 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003

8.3 In accordance with Section 38A of the Landlord and Tenant Act 1954 the parties hereto agree that the provisions of Sections 24 to 28 of the Landlord and Tenant Act 1954 shall not apply to the tenancy hereby created

**IN WITNESS** of which this Deed has been executed the day and year first above written

**THE SCHEDULE**

**Rent Review**

- 1 Until the first Rent Review Date the Rent is to be the sum of Ten Pounds (£10) per annum
- 2 With effect from each of the Rent Review Dates the Rent is to be a sum equal to the greater of the Rent payable under this Lease immediately before such Rent Review Date and the revised Rent that is ascertained in accordance with the following provisions of this Schedule
- 3 On each such review the revised Rent shall be such annual sum as shall be calculated by applying to the Rent previously payable any increase or decrease in the Index of Retail Prices published by the Department of Employment or any successor Ministry or Department since the previous Rent Review Date or the date of commencement of this lease whichever shall be the later
- 4 If the reference base used to compile the said Index changes after the date of this Underlease the figure taken to be shown in the Index after the change is to be the figure that would have been shown in the Index if the reference base current at the date of this Lease had been retained
- 5 If it becomes impossible to calculate the revised Rent by reference to the Index because of any change in the methods used to compile the Index after the date of this Underlease or for any other reason whatever or if any dispute or question whatever arises between the parties as to the amount of the Rent to be paid with effect from

any Rent Review Date or the construction or effect of this Schedule then such Rent or disputed matter shall be determined by an independent expert to be appointed either by agreement between the parties or in the absence of agreement by the President for the time being of the Royal Institution of Chartered Surveyors or any person authorised by him to make appointments on his behalf on the application of either the Landlord or the Tenant and such expert will have regard to all representations and evidence in relation to inflation when making his decision which will be in writing and he will if so requested by either party give reasons in writing for his decision and his fees for so acting shall be paid by the parties in equal shares

- 6 Whenever the Rent has been ascertained in accordance with this Schedule memoranda to that effect must be signed by or on behalf of the Landlord and the Tenant and annexed to this document and its counterpart and the Landlord and the Tenant must bear their own costs in this respect

**EXECUTED** as a Deed by **HUNGERFORD TOWN COUNCIL** acting by

Mayor

Town Clerk

**SIGNED** as a Deed by )  
**ANDREW BRIAN SPARKES** )  
in the presence of )

**SIGNED** as a Deed by )  
**STEVEN CHARLES MILLS** )  
in the presence of )

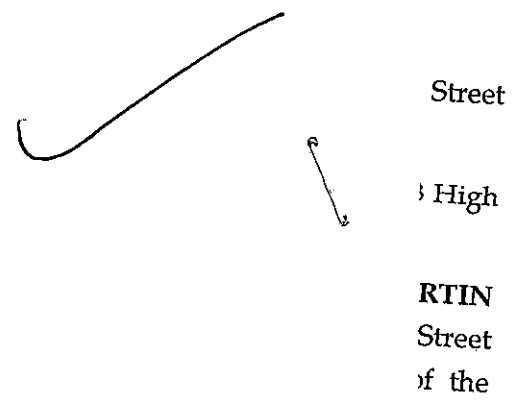


**SIGNED** as a Deed by                   )  
**MARTIN ANDREW SIMONS**               )  
in the presence of                    )

**SIGNED** as a Deed by                   )  
**RALPH WELLARD**                       )  
in the presence of                    )

**AN AGREEMENT** made the 2007 between

- (1) **WEST BERKSHIRE DISTRICT**  
Newbury Berkshire RG14 5LD ("the Street")
- (2) **HUNGERFORD TOWN COUNCIL**  
Street Hungerford Berkshire RG17 0N
- (3) **ANDREW BRIAN SPARKE**  
**ANDREW SIMONS** and **RALPH W**  
Hungerford Berkshire RG17 0EF (b Hungerford Rugby Club) ("the Trustees")



**WHEREBY IT IS AGREED** as follows

**1. Particulars Definitions and Interpretation**

In this Agreement:

- 1.1. "the Site" means all that parcel of land situate at the Triangle Field Sports Ground Priory Road Hungerford Berkshire as the same is shown for the purposes of identification only edged red on the annexed plan
- 1.2. "the Premises" means the Site together with such of the Works as may from time to time have been carried out on the Site together with such additional areas agreed between the parties for use as working space and for the deposit of materials and also earth and spoil excavated from the Site during the Works
- 1.3. "Works" means the works which are to be carried out on the Site and the adjoining premises of the Landlord in accordance with the terms of this Agreement and which comprise the construction of a clubhouse for Hungerford Rugby Club with ancillary facilities and associated landscaping external works on the Site as more particularly described in the Building Documents
- 1.4. "the Building Documents" means the plans drawings specifications and other documents relating to the Works which are listed in the First Schedule
- 1.5. "Planning Permission" means the detailed planning permission for the carrying out of the Works granted by the local planning authority on 10th October 2005 under reference number 05/02564/FUL
- 1.6. "Approvals" means the Planning Permission and all other approvals consents permissions and licences of any local or other competent authority which may from time to time be necessary to enable the Trustees lawfully to commence and to carry out the Works and each and every stage or phase of the Works and (if the same are destroyed or damaged) to reinstate the Works and "Approval" shall be construed accordingly



- 1.7. "Adjoining Property" means any property adjoining or in the neighbourhood of the Site and includes all roads footpaths wall fences buildings and other erections and all pipes wires cables and other apparatus on such property
- 1.8. "Adjoining Owners" means all owners and occupiers of any Adjoining Property
- 1.9. "the Completion Date" means the date of practical completion of the Works
- 1.10. "the Underlease" means an underlease of the Premises for the term of 21 years commencing on the Completion Date such lease to be in the form of the draft lease annexed and initialed by or on behalf of the parties
- 1.11. "Restrictions" means all matters affecting the Site or the Premises or their use registered or capable of registration as local land charges and all notices charges orders resolutions demands proposals requirements regulations restrictions licences directions or other matters affecting the Site the Premises or their use or affecting the Works served or made by any local or other competent authority or otherwise arising under any statute or any regulation or order made under any statute
- 1.12. "Landlord's Representative" means the duly authorised officer of the Landlord as shall first have been notified in writing to the Trustees
- 1.13. "Superior Landlord's Representative" means the duly authorised officer of the Superior Landlord as shall first have been notified in writing to the Trustees
- 1.14. "The Representatives" means the Superior Landlord's Representative and the Landlord's Representative
- 1.15. Words importing one gender shall be construed as importing any other gender
- 1.16. Words importing the singular shall be construed as importing the plural and vice versa
- 1.17. The clause and paragraph headings in the body of this Agreement and in the schedules do not form part of this Agreement and shall not be taken into account in its construction and interpretation

## **2. Landlords' Consents**

- 2.1. The Superior Landlord HEREBY GRANTS CONSENT to the Landlord and to the Trustees and
- 2.2. The Landlord HEREBY GRANTS CONSENT to the Trustees
- to carry out the Works in and upon the Site subject to the terms and conditions contained in this Agreement

## **3. Trustees' Covenants with Landlord and Superior Landlord**

3.1. The Trustees HEREBY COVENANT with the Landlord and as a separate covenant with the Superior Landlord to perform the obligations of the Trustees contained in this Agreement

3.2. The Trustees also covenant to:-

3.2.1. Provide such information to the Landlord and to the Superior Landlord as may be reasonably required by them in order for them to assess whether the covenants on the part of the Trustees contained in this Agreement have been performed and

3.2.2. To notify the Landlord and the Superior Landlord within 7 days of the date of commencement of the Works and the Completion Date

#### **4. Landlord's Covenants with Superior Landlord**

The Landlord hereby covenants with the Superior Landlord:-

4.1. To procure that the Trustees will observe and perform the obligations contained in this Agreement

4.2. To indemnify the Superior Landlord against all liability howsoever caused arising out of the execution of the Works and from reinstatement of the Site

#### **5. Declaration**

5.1. That if the Works are not completed within six months of the date hereof or in the event of any breach of the covenants on the part of the Landlord or the Trustees herein contained before the completion of the Works then the Superior Landlord's consent under this Agreement shall become null and void

5.2. That the Superior Landlord's consent under this Agreement is granted subject to the rights of the owners lessees and occupiers of all adjoining and neighbouring premises and other interested persons

5.3. That during the execution of the Works and when the same shall have been completed all the covenants on the part of the Landlord herein contained shall be deemed to be incorporated in the Lease and the terms and conditions of the Lease as varied by this Agreement shall apply to the Premises as altered in pursuance of this Agreement and the power of re-entry contained in the Lease shall be construed and have effect accordingly

5.4. The alterations comprised in the Works are not improvements within the meaning of Part 1 of the Landlord and Tenant Act 1927 and are carried out by the Trustees to suit the Trustees' own personal requirements and neither the Trustees (nor any other person) shall be entitled to any compensation in respect thereof at the expiration or sooner determination of the term granted by the Underlease or at any other time and the Landlord (nor any other person) shall be entitled to any compensation in respect thereof

at the expiration or sooner determination of the term granted by the Underlease or at any other time and the Works and the permission conferred by this Agreement are to be disregarded on any review of rent (whether under the Headlease or the Underlease)

5.5. The Trustees acknowledge that no responsibility is assumed or to be imputed to the Superior Landlord or the Landlord for any consequence of the carrying out of Works

5.6. This Agreement and any approval consent instructions certification supervision or works granted given or carried out by or on behalf of the Superior Landlord or the Landlord under this Agreement are granted given or carried out without any liability on the part of the Superior Landlord or the Landlord or their respective surveyors agents or workmen and imply no responsibility for any of the Works or their design execution or existence nor do they imply warrant or constitute any representation that it is lawful to execute such works or limit or discharge any of the obligations of the Trustees under this Agreement

## **6. The Works**

6.1. Immediately upon the making of this Agreement vacant possession of the Site shall be given to the Trustees and the Trustees shall have licence and authority to enter upon the Site for the purpose of carrying out the Works but for no other purpose

6.2. The Trustees shall hold the Site and the Premises as Tenant at Will of the Landlord from the date of this Agreement until completion of the Underlease

6.3. The Trustees shall commence the Works as soon as reasonably practicable after all necessary Approvals have been obtained to enable the Trustees lawfully to do so and shall thereafter at its own expense diligently carry out and complete the Works:

6.3.1. In compliance with the terms of all Approvals and Restrictions

6.3.2. In a good and workmanlike manner and with sound materials of their respective kinds and

6.3.3. In accordance with the Building Documents and

6.3.4. Otherwise in accordance with the provisions of the Second Schedule

6.4. The right of occupation granted by this Agreement is granted exclusively to the Trustees who shall not assign underlet charge or otherwise deal in any way with the benefit of this Agreement in whole or in part and the Landlord shall not be obliged to grant the Underlease referred to in clause 3 to any person other than the Trustees

6.5. The Trustees shall not use or occupy the Site or permit or suffer the Site to be used or occupied for any purpose other than the carrying out of the Works

6.6. No representation is made or warranty given by the Landlord that the Site is suitable for the carrying out of the Works and no defect which may be found to exist in

the Site shall in any way lessen or affect the obligations of the Trustees under this Agreement

## **7. Grant of Underlease**

7.1. Subject to the terms of this Agreement and to the Trustees' compliance with the Second Schedule the Landlord shall grant the Underlease and the Trustees shall accept the Underlease and the Trustees shall execute a counterpart of it

7.2. At any time on or after the Completion Date either the Landlord or the Trustees being ready and willing to complete the Underlease and perform their other obligations under this Agreement may (but without prejudice to any other available right or remedy) by notice to the other invoke the provisions of clause 7.3

7.3. Within 15 working days after service of such notice (excluding the day of service) the Underlease shall be completed and time shall be completed and time shall be of the essence of this provision

7.4. The Underlease shall be completed on the Completion Date at the offices of the Landlord's solicitors

7.5. The Landlord hereby undertakes with the Trustees not to have any dealing or grant any lease tenancy or licence relating to the Site or take any other action which will prejudice the grant of the Underlease during the period within which the Works are being carried out on the Site

7.6. The Agreement herein contained for the grant and acceptance of the Underlease shall not operate as an actual demise of the Site or the Premises or any part of the Site or the Premises however occasioned shall in any way affect the obligations of the parties under this Agreement

## **8. Indemnities**

With effect from the date of this Agreement the Trustees shall indemnify the Landlord against

8.1. All rates taxes assessments duties charges impositions and outgoings from time to time charged assessed or imposed upon the Site or the Premises or upon the owner or occupier of them

8.2. All fees charges and other payments whatever which may at any time be payable to any local or other competent authority in respect of the Works

8.3. All claims by unpaid suppliers in respect of any goods or materials ordered by the Trustees from time to time on the Site

8.4. All actions costs claims demands and liability whatever in relation to any failure by the Trustees to comply with its obligations under this Agreement or with the terms of

any Approvals or otherwise in relation to the carrying out of the Works (including without limitation all actions costs claims demands and liability in respect of the death of or personal injury to any person whether engaged in the carrying out of Works or otherwise) unless the same shall arise from any wilful or negligent act or omission of the Landlord or of any person acting for or under the control of the Landlord

## **9. Title**

9.1. The Landlord's title to the Site consists of the lease dated 10th September 1992 and made between Newbury District Council (1) and the Landlord (2) ("the Headlease") a copy of which lease has been supplied to the Trustees who enter into this Agreement with notice of the terms and conditions contained in the same and who shall raise no objection requisition or enquiry in respect of any matter contained or referred to therein

9.2. The Trustees shall hold the Site and the Premises pursuant to clause 6 and the Premises shall be demised pursuant to clause 7 subject to all (if any) Restrictions (in existence at the date of this Agreement)

9.3. No representation is made or warranty given by the Landlord as to whether any Restrictions exist or as to whether in other respects the Site now complies with any Restrictions

9.4. The Trustees acknowledge that its obligations under this Agreement and the Underlease shall not be affected or lessened in any way by the fact that the Site may not now comply with any Restrictions or that there may now or subsequently exist any Restrictions and the Trustees shall with effect from the date of this Agreement comply with and indemnify the Landlord in respect of any liability under any Restrictions (whether made before or after the date of this Agreement)

## **10. Misrepresentations etc**

10.1. The Trustees hereby acknowledge that no agent adviser or other person acting for the Landlord has at any time prior to making of this Agreement been authorised by the Landlord to make to the Trustees or to any agent adviser or other person acting for the Trustees any representation whatever (whether written oral or implied) in relation to the Site or the Premises or to any matter contained or referred to in this Agreement

10.2. No immaterial error omission or misstatement in this Agreement or in any plan of the Site referred to in this Agreement or in any statement made by any person prior to the making of this Agreement shall in any way affect the obligations of the parties under this Agreement or entitle any party to damages or compensation

## **11. General Conditions**



11.1. Subject to the provisions of the Second Schedule no damage to or destruction of the Site or the Premises or any part of the Site or the Premises however occasioned shall in any way affect the obligations of the parties under this Agreement

11.2. Any notice or other communication given or made in accordance with this Agreement shall be in writing and may (in addition to any other effective mode of service) be sent by ordinary or recorded delivery post served at the respective addresses of the parties as stated in this Agreement

11.3. Each party shall bear their own costs incurred in respect of the making of this Agreement and the performance thereof

11.4. To the extent that they remain to be observed and performed all the provisions of this Agreement shall continue in full force and effect notwithstanding completion of the Lease

11.5. This Agreement embodies the entire understanding of the parties and there are no other arrangements between the parties relating to the subject matter of this Agreement and no amendment or modification of this Agreement shall be valid or binding on any party unless the same:

11.5.1. is made in writing

11.5.2. refers expressly to this Agreement and

11.5.3. is signed by the party concerned or its duly authorised representative as notified in writing by the party concerned to the other from time to time

**IN WITNESS** whereof etc.

## **FIRST SCHEDULE**

### **The Building Documents**

Drawing 1- General layout plan (rev A)

Drawing 2 - Proposed Ground floor extension (rev A)

Building Specification - General Specification of Building Construction (rev A)

Planning Permission - reference number 05/02564/FUL

Building Regulations - Application number 06/00871/OTHFP

Building quotations - Dashwood Construction Limited 16<sup>th</sup> April 2007, Heritage Roofing 21<sup>st</sup> February 2007, Chelworth Windows & Conservatories 9<sup>th</sup> March 2007, Dashwood Construction Limited 8<sup>th</sup> June 2007

## **SECOND SCHEDULE**

### **Provisions relating to the carrying out of the Works**

#### **1 Approvals**

1.1 The Trustees shall use all reasonable endeavours to obtain all Approvals which are from time to time necessary and shall supply to the Landlord a copy of every application for any Approval (with a copy of all accompanying drawings and other documents) and a copy of every Approval obtained

1.2 The Trustees shall use all reasonable endeavours to procure that none of the Approvals is revoked and that all Approvals continue in full force and effect

1.3 The Trustees shall not (and shall procure that no other person shall), without prior consultation apply for or agree to any variation relaxation or waiver of any Approval (whether obtained before or after the date of this agreement) or of any condition attached to any such Approval but subject to compliance by the Trustees with their obligations under this paragraph references in this Schedule to "Approvals" shall be construed as referring to the Approvals as from time to time varied relaxed or waived

#### **2 Consultation with Landlord and Superior Landlord**

2.1 The Trustees shall give to the Landlord's Representative and to the Superior Landlord's Representative reasonable notice of all site meetings which shall take place at the Site and shall permit them to be present at the same

2.2 The Trustees shall duly take into account any comments made by such Representatives or either of them at meetings in respect of any decisions made in relation to the Works

2.3 The Trustees shall take all reasonable steps to consult such Representatives in respect of all the following matters:

2.3.1 The substitution of alternative materials in carrying out the Works (provided always that the Trustees hereby agree that such alternative materials shall be of no lesser quality and shall be in accordance with good building practice)

2.3.2 Any amendment to or departure from the Building Documents and details of the Works contained in them (whether by way of alteration or addition)

2.3.3 Any variation or modification of the terms and conditions of the Building Contract (provided that the Trustees hereby agree to use all reasonable

endeavours to procure that the Building Contractor at all times complies with its obligations under the Building Contract)

### **3 Conditions relating to the carrying out of the Works**

The Trustees shall:

3.1 supply to the Landlord copies of all insurances which are required pursuant to the Building Contract and shall ensure that the obligations contained in the Building Contract in this respect are duly complied with

3.2 notify the Superior Landlord immediately if any articles of value or of historic or pre-historic interest are discovered in the course of carrying out the Works and so that (subject to the rights of the Crown) the Superior Landlord shall have the sole property in any such articles and they shall be dealt with as the Superior Landlord's Representative shall reasonably direct

3.3 notify the Landlord of any notices received by the Trustees (whether from any local or other competent authority or from any Adjoining Owner) relating in any way to the Site or the Works and shall supply a copy of every such notice to the Landlord within 5 working days after receipt of the same

3.4 not deposit or permit or suffer to be deposited on the Site any materials which are not required for the carrying out of the Works

3.5 not sell or dispose of any earth clay sand gravel or other material from the Site or permit or suffer the same to be removed except so far as shall be necessary for the carrying out of the Works

3.6 not do or permit or suffer to be done on the Site anything which might be or become a danger or nuisance to any Adjoining Owners or to members of the public generally

3.7 not cause damage to any Adjoining Property or to all or any pipes wires cables and other apparatus on the Site serving any Adjoining Property or belonging to or used for the purposes of the undertaking of any statutory undertaker

**SIGNED** by or on behalf of the parties the day and year first above written

Superior Landlord

Landlord

**H.M. LAND REGISTRY**

**LAND REGISTRATION ACTS 1925 TO 2002**

**COUNTY & DISTRICT** :

**TITLE NO** :

**PROPERTY** :

**THIS LEGAL CHARGE** is made the                      day of                      2007

**BETWEEN:-**

- (1) **ANDREW BRIAN SPARKES, STEVEN CHARLES MILLS, MARTIN ANDREW SIMONS and RALPH WELLARD** all c/o Tree House 1 Park Street Hungerford Berkshire RG17 0EF (being the Trustees as at the date hereof of the Hungerford Rugby Club) ("the Mortgagor")
- (2) **RUGBY FOOTBALL FOUNDATION** a company limited by guarantee (Company No.4608134) whose registered office is at Rugby House, Rugby Road, Twickenham, Middlesex, TW1 1DS ("the Mortgagee")

1

1.1 The Mortgagor with full title guarantee charges by way of Legal Mortgage all and every interest in or over the property comprised in the above title which the Mortgagor has power at law or in equity so to charge including all additions thereto and all buildings erections fixtures and fittings (not being chattels within the provisions of the Bills of Sale Acts) for the time being thereon ("the Mortgaged Property") as a continuing security to the Mortgagee for the due discharge and payment of all indebtedness and other liabilities on any account whatsoever of the Mortgagor to the Mortgagee whether present future actual or contingent and whether incurred solely severally or jointly

1.2 If the Mortgagor (or if more than one person, one or more of the persons defined as the Mortgagor) is a company incorporated under the Companies Act or an Industrial and Provident Society registered under The Industrial and Provident Societies Acts the Mortgagor (or such person or persons as aforesaid) also with full title guarantee charges by way of floating security all moveable plant machinery implements utensils building and other materials furniture and other equipment now or from time to time

placed on or used in or about the Mortgaged Property as a continuing security to the Mortgagee for the due discharge of such indebtedness and other liabilities as aforesaid and the expression "the Mortgaged Property" shall be construed accordingly

- 2 The Mortgagor will keep the Mortgaged Property in good and substantial repair and condition and will keep the same insured against loss or damage by fire explosion lightning aircraft or articles dropped therefrom storm tempest riot civil commotion strikers and locked-out workers malicious damage flood bursting and overflowing of water pipes and tanks and impact to the full reinstatement value thereof such insurance to be effected in some insurance office or with underwriters of repute to be approved in writing from time to time by the Mortgagee such approval not to be unreasonably withheld in the joint names of the Mortgagee and the Mortgagor and the Mortgagor will if the Mortgage is named to insure under this clause duly and punctually pay all premiums and other sums of money necessary for effecting and keeping up such insurance immediately upon the same becoming due or within seven days thereafter and will on demand produce to the Mortgagee for retention by it the policy or policies of such insurance and the receipt for every such payment Provided that where the Mortgaged Property is expressed to be leasehold or there is a prior mortgage or charge any insurance effected and maintained pursuant to the covenants contained in the lease under which the Mortgaged Property is held or such mortgage or charge shall on production by the Mortgagor to the Mortgagee of evidence satisfactory to the Mortgagee of such insurance being in force and the payment of the premiums or other moneys payable in respect thereof be accepted by the Mortgagee in satisfaction (or part satisfaction to the extent of the cover effected) of this covenant to insure notwithstanding that the Mortgagor may be unable to deliver or produce the policies or receipts to the Mortgagee
- 3 The Mortgagor will perform and observe all covenants conditions obligations agreements and stipulations affecting the Mortgaged Property or any part thereof whether the same are contained or referred to in any Deed or Document referred to in any Schedule hereto or otherwise or (if the Mortgaged Property is registered at H.M. Land Registry) entered on the Register of the Title affecting the same
- 4 If there shall at any time be any default or delay by the Mortgagor in completing any building works on the Mortgaged Property or if there shall be at any time any default or delay by the Mortgagor in keeping the Mortgaged Property or any part thereof in such repair and condition as aforesaid or in effecting or keeping up such insurances as aforesaid or in producing any such policy or receipt to the Mortgagee on demand or in complying with the obligations of the preceding clause then without thereby becoming a mortgagee in possession the Mortgagee may complete the same or may repair and keep the Mortgaged Property or any part thereof in

such repair and condition as aforesaid (with power to enter upon the whole or any part thereof for that purpose) or may insure and keep the same insured in any sum not exceeding the full value thereof or the amount of all such indebtedness and other liabilities hereby secured as aforesaid (whichever shall be the greater sum) or comply with such obligations as aforesaid and all moneys expended by the Mortgagee under this provision shall be deemed to be properly paid by it and shall be a debt owing by the Mortgagor to the Mortgagee payable on demand

- 5 All moneys received on any insurance whatsoever whether effected by the Mortgagor or the Mortgagee and whether or not it is one for the maintenance of which the Mortgagor is liable under this deed shall at the absolute discretion of the Mortgagee be applied either in making good the loss or damage in respect of which the moneys are received or in or towards discharge of the indebtedness for the time being owing hereunder and the same shall be held by the Mortgagor in trust for the Mortgagee
- 6 The Mortgagor will not exercise the statutory power of leasing or agreeing to lease or of accepting or agreeing to accept a surrender of a lease without the previous consent in writing of the Mortgagee and will not without such consent grant or agree to grant any lease or tenancy of the Mortgaged Property or any part thereof which if granted would or might as between the tenant and the Mortgagor be valid but not binding upon the Mortgagee and in addition to the powers of leasing by law conferred on mortgagees the Mortgagee may after the power of sale has become exercisable and whether or not in possession demise the whole or any part of the Mortgaged Property for any period for less than a year or from year to year or for any term of years at such rent and subject to such covenants and conditions and either with or without any fine or premium as it may think fit and upon any such demise may permit the tenant to have the use of any fixtures comprised in this security upon such terms as the Mortgagee shall think proper and may also accept surrenders of any lease or tenancy of the Mortgaged Property from time to time subsisting upon any terms (including the payment of money) which it may think reasonable and may grant new or other leases of the premises so surrendered
- 7 The restriction on the right of consolidating mortgage securities which is contained in Section 93 of the Law of Property Act 1925 or any Act amending or re-enacting the same shall not apply to this security Provided that where the Mortgagor is expressed to be a trustee this security may only be consolidated with any other security which may be given by the Mortgagor in the Mortgagor's capacity as such trustee as aforesaid

- 8 The Mortgagor will permit the Mortgagee or its agents at all reasonable times to enter into and upon the Mortgaged Property and every part thereof to inspect the same and the condition and repair hereof and to take or compile schedules of dilapidations and inventories of fixtures and fittings
- 9 The Mortgagor will not make or permit to be made any material change in the use of the Mortgaged Property or any part thereof or carry out or permit to be carried out any development thereon as defined in and for the purposes of the Town and Country Planning Act 1990 or any Act amending or re-enacting the same (in the Deed called "the Planning Acts") or alter or permit to be altered any existing buildings or structure save in each and every case with the previous consent in writing of the Mortgagee (which it shall be in the absolute discretion of the Mortgagee either to give unconditionally or subject to any conditions or to refuse) and after obtaining all necessary planning and other permission licences and consents and complying with the building and other bye-laws
- 10 The Mortgagor will comply in all respects with the conditions subject to which any permission for development has been or shall be granted in relation to the Mortgaged Property or any part thereof and the provisions of any statute statutory instrument rule order or regulation and of any order direction or requirement made or given by any planning or local authority or any Minister or Court and will keep the Mortgagee indemnified therefrom
- 11 Save as disclosed in writing to the Mortgagee by the Mortgagor prior to the date hereof the Mortgagor or where the Mortgagor is expressed to be a trustee or other representative of a club such club is at the date hereof in sole and undisputed occupation of the Mortgaged Property; and where the title to the Mortgaged Property is registered or is to be registered the title will remain so until after the date when the application in respect of this Deed is lodged at the Land Registry and entered on the day list there
- 12 If the title to the Mortgaged Property is not registered at the date hereof then no person shall be registered at the Land Registry as proprietor of the Mortgaged Property or any part thereof without the previous consent in writing of the Mortgagee
- 13 The Mortgagor will cause to be delivered to the Mortgagee forthwith after receipt a copy of any and every notice served upon the Mortgagor or the Mortgaged Property or any lessee or tenant thereof
- 14 Neither the Mortgagee nor any Receiver appointed hereunder shall be liable for any loss howsoever occurring in or about the exercise or execution of any power in respect of this security

- 15 The Mortgagor will not during the continuance of this security without the previous consent of the Mortgagee create any other charge mortgage or like encumbrance over or affecting any part of the Mortgaged Property Provided that it shall be a condition of any such consent that the Mortgagor will if required by the Mortgagee obtain at the expense of the Mortgagor the execution of a Deed to Regulate Priorities by any chargee mortgagee or like incumbrancer to the intent that this charge and all moneys intended to be hereby secured shall at all times continue to rank as a charge on the Mortgaged Property in priority to or pari passu with such other mortgage or incumbrance
- 16 Where the Mortgaged Property is charged subject to an existing charge mortgage or other incumbrance having priority to this security the Mortgagor will strictly observe and perform all the obligations imposed therein; in the event of any proceedings being taken to exercise or enforce any powers or remedies conferred by any such charge mortgage or other incumbrance the Mortgagee may redeem the same or may procure the transfer thereof to itself and may settle and pass the accounts thereof and any accounts so settled and passed shall be conclusive and binding between such prior chargee mortgagee or incumbrancer and the Mortgagor as between the Mortgagee and the Mortgagor; principal moneys interest costs charges and expenses paid or incurred by the Mortgagee as aforesaid shall be deemed to be moneys properly paid by the Mortgagee hereunder
- 17 All costs charges and expenses properly incurred hereunder by the Mortgagee in the event of any default by the Mortgagor and all moneys properly paid by the Mortgagee as mortgagee in the event of default by the Mortgagor shall on a full indemnity basis be charged upon the Mortgaged Property and shall upon the same being paid be repaid on demand to the Mortgagee by the Mortgagor provided that the charge hereby conferred shall be in addition and without prejudice to any and every remedy lien or security which the Mortgagee may or but for the said charge would have for the moneys hereby secured or any part thereof
- 18 Section 103 of the Law of Property Act 1925 shall not apply to this security and the statutory power of sale shall as between the Mortgagee and a purchaser from the Mortgagee be exercisable at any time after the date hereof and such purchaser shall not be concerned to enquire whether the right of the Mortgagee to exercise such power has arisen or be concerned with notice to the contrary but as between the Mortgagee and the Mortgagor the Mortgagee shall not exercise the said power until after the happening of one or more of the following events:-
- 18.1 if any such indebtedness and other liabilities hereby secured are not paid on the due date for payment thereof



- 18.2 if there has been any breach non-performance or non-observance of any covenant agreement stipulation or provision in this Deed or any schedule hereto or in any Act contained or implied and on the part of the Mortgagor to be performed or observed
- 18.3 if the Mortgaged Property or any part thereof or any interest therein is compulsorily acquired or requisitioned by any public or local authority or is without the previous consent in writing of the Mortgagee sold mortgaged leased or otherwise disposed of
- 18.4 if the Mortgagor (being an individual) shall commit an act of bankruptcy be adjudicated bankrupt or an interim receiver is appointed of the property of the Mortgagor or (being a body corporate) shall have an administrative receiver of it appointed or an administration order made in respect of it enter into liquidation or have a petition presented in respect thereof or in either case shall have an execution or distress levied on the Mortgagor's goods or if the Mortgagor or where Mortgagor is expressed to be a trustee or other representative of a Club then such Club shall suffer or take any steps in connection with any of the above matters
- 19 Any demand or notice hereunder shall be given in writing and may be served either personally or by post. A demand or notice served by post shall be addressed to the Mortgagor if a person at his address or place of business last known to the Mortgagee or if a corporation at its registered office and a demand or notice so addressed and posted shall be deemed to have been duly made or given on the day following notwithstanding that it be returned undelivered and notwithstanding the death of the Mortgagor
- 20 If the Mortgaged Property is at the date hereof or during the subsistence of this security becomes Registered Land then the parties hereto hereby apply to the Chief Land Registrar for a restriction in the following terms to be entered on the register of the Mortgagor's title relating to the Mortgaged Property:-
- “No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [ ] 2007 in favour of Rugby Football Foundation referred to in the Charges Register signed on such proprietor's behalf by its secretary or conveyancers”
- 21 If the expression “the Mortgagor” includes more than one person then

21.1 the expression shall mean all or any one of those persons and their respective successors in title and all other estate owners for the time being of the Mortgaged Property

21.2 all the obligations of the Mortgagor shall be joint and several and none of them shall be released from liability hereunder by reason of this Mortgage ceasing to be a continuing security as regards any other or others of them

**PROVIDED THAT** where the Mortgagor is expressed to be a trustee then covenants on the part of such trustee shall be made so as to bind such trustee as aforesaid and (so far as they can) all the successors in the office of such trustee and the funds and income in their hands in that capacity so far as the same may be available and shall not be deemed to bind affect or concern any other funds or income of such trustee

21.3 it shall be sufficient for any notice or demand hereunder required or authorised to be served or made on the Mortgagor to be served or made on any one such person who shall be deemed to receive such notice or demand for himself and as agent for any such other person or persons

IN WITNESS whereof this Legal Charge has been duly executed as a Deed the day and year first above written

**EXECUTED** as a **DEED** by the said [NAME OF )  
INDIVIDUAL] in the presence of: )  
)

Witness signature: .....

Print name: .....

Address: .....

.....

Or

**EXECUTED** as a **DEED** by the said [LIMITED  
COMPANY] acting by:

Director )  
)

Director/Secretary )  
)

**DATED**

**2007**

[NAME OF CLUB / TRUSTEES ETC]

to

RUGBY FOOTBALL FOUNDATION

---

LEGAL CHARGE

- of -

[LTD / DESC OF LAND / CLUB NAME]

---

**EDWIN COE**  
2 Stone Buildings  
Lincoln's Inn  
London  
WC2A 3TH

Ref: IAG/RUG.5.[xx]

Doc: 303420\_1

THIS LICENCE is made the                      day of                      Two thousand and Seven

**BETWEEN:**

- (1) **WEST BERKSHIRE DISTRICT COUNCIL** of Council Offices Market Street Newbury  
Berkshire RG14 5LD ("the Landlord")
- (2) **HUNGERFORD TOWN COUNCIL** of Council Offices Crown Passage High Street  
Hungerford Berkshire ("the Tenant")
- (3) **ANDREW BRIAN SPARKES STEVEN CHARLES MILLS MARTIN ANDREW  
SIMONS AND RALPH WELL** of The House 1 Park Street Hungerford  
Berkshire RG17 0EF being the                      Rugby  
Club ("the Trustees")

**NOW THIS DEED WITNESSES** as follows

**1. DEFINITIONS AND INTERPRETATION**

In this deed the words and expressions specified

**1.1. Gender and Number**

Words importing one gender include all other genders, words importing the singular include the plural and vice versa, and any reference to a person includes a reference to a company authority board department or other body

**1.2. Headings**

The clause headings do not form part of this deed and are not to be taken into account for the purposes of its construction or interpretation

**1.3. Joint and Several Liability**

If any party to this Licence at any time comprises two or more persons, the obligations of that party are to be joint and several obligations of those persons

1.4. **'The Headlease Term'**

'The Headlease Term' means a term of 50 years commencing on 10<sup>th</sup> September 1992

1.5. **'The Landlord'**

The expression 'the Landlord' includes the person from time to time entitled to possession of the Premises when the Lease comes to an end

1.6. **'The Tenant'**

The expression 'the Tenant' includes the successors in title of the Tenant except for the purpose of clause 3 of this Licence

1.7. **'The Lease'**

'The Lease' means a lease dated 10<sup>th</sup> September 1992 and made between (1) The Landlord and (2) The Tenant

1.8. **'The Underlease'**

'The Underlease' means an Underlease in the form of the annexed draft by which the Underlease Premises are demised to the Trustees for the Underlease Term ("the Draft Underlease")

1.9. **'The Premises'**

'The Premises means all that land and buildings known as the Triangle Field Sports Ground Priory Road Hungerford Berkshire

1.10. **'The Underlease Premises'**

'The Underlease Premises' means the ~~single-storey building and adjacent land~~ and building edged red on the plan attached to the draft Underlease forming part of the Premises

1.11. **'The Underlease Term'**

'The Underlease Term' means the period of 21 years commencing on and including  
(        )

### **1.12. Reference to 'The Lease' and 'The Underlease'**

The expression 'the Lease' and 'the Underlease' include all or any deeds and documents supplemental – whether expressed to be so or not – to the Lease and the Underlease respectively

### **1.13. Reference to 'The Charge'**

'The Charge' means the charge annexed to the Schedule to this Deed

### **1.14. References to Clauses**

Any reference in this Licence to a clause sub-clause or schedule without further designation is to be construed as a reference to the clause sub-clause or schedule of this Licence so numbered

### **1.15 References to Statutes**

#### **1.15.1. General**

References to 'statute' are references to any statute or statutory provision for the time being in force and any regulations orders byelaws or other subordinate legislation made under any such statute or statutory provision from time to time

#### **1.15.2. Specific**

Unless expressly stated to the contrary, any references to a specific statute includes any statutory extension or modification amendment or re-enactment of that statute and any regulations or orders made under that statute

## **2. RECITALS**

### **2.1. The Lease**

This Licence is supplemental to the Lease, by which the Premises were demised for the Headlease Term subject to payment of the rent reserved by and the performance and observance of the covenants on the tenant's part and the conditions contained in

the Lease, and is deemed to restate all the provisions of the Lease as varied by this Licence

## **2.2. Devolution of Title**

The immediate reversion to the Lease remains vested in the Landlord and the unexpired residue of the Headlease Term remains vested in the Tenant

## **2.3. Provisions requiring Consent for Underletting and Consent to Charge**

The Lease contains an absolute prohibition of the subletting of part of the Premises and a prohibition of the mortgaging or charging of the whole or part of the Premises without the consent of the Landlord but at the request of the other parties the Landlord has agreed to grant a licence upon the terms set out in this deed to enable the Tenant to demise the Underlease Premises to the Trustees for the Underlease Term and to permit the Trustees to charge the Underlease Premises subject to a ceiling of TWENTY FIVE THOUSAND POUNDS (£25,000.00)

## **3. LICENCE TO UNDERLET**

At the request of the other parties, and subject to:-

3.1. The Tenant and the Trustees observing the covenants contained in a Licence dated ( ) and made between the Landlord (1) the Tenant (2) the Trustees (3) ("the Licence")

3.2. The Trustees satisfying the conditions contained in clauses 3.1 and 5.1 of the Licence

3.3. The covenants and conditions contained in this deed

the Landlord grants to the Tenant licence to grant the Underlease and licence to the Trustees to charge the Underlease Premises

#### **4. TRUSTEES' COVENANTS**

The Trustees covenant with the Landlord and the Tenant at all times after completion of the Underlease during the Underlease Term to:-

##### **4.1. Underlease to be Observed**

The Trustees must pay the rent and other sums reserved by the Underlease and observe and perform the tenant covenants contained in it and must not suffer or permit anything at or in relation to the Underlease Premises that would or might constitute a breach of those covenants

##### **4.2. Lease to be Observed**

The Trustees must not suffer or permit anything at or in relation to the Premises that would or might constitute a breach of any of the covenants contained in the Lease

##### **4.3. Charge to be Observed**

4.3.1. The Trustees covenant that the monies secured by the Charge will not exceed TWENTY FIVE THOUSAND POUNDS (£25,000.00)

4.3.2. The Trustees will not agree any variation to the Charge without the prior written consent of the Tenant and the Landlord

4.3.3. The Trustees will observe and perform the obligations contained in the Charge but if the Chargee notifies the Trustees they are in breach of any obligation(s) contained in the Charge, the Trustees shall notify the Tenant and the Landlord immediately

#### **5. TENANT'S COVENANTS**

The Tenant covenants with the Landlord to observe and perform the requirements of this clause 5

##### **5.1. Possession**

The Tenant must not allow the Trustees into possession or occupation of the whole or any part of the Underlease Premises until the completion of the Underlease



## **5.2. Notice of the Underlease**

Immediately after completion of the Underlease the Tenant must give the Landlord written notice of the date on which it was completed together with a certified copy of the counterpart of it for registration

## **5.3. Variation of the Underlease**

The Tenant must not, without the prior written consent of the Landlord, which may be withheld for any or no reason, at any time, whether expressly or by implication, vary any of the provisions of the Underlease, or waive any of his rights in respect of any breach of the obligations on the tenant's part contained in the Underlease, but must take all steps that are lawfully available to it, including re-entry, to enforce the performance and observance of them

## **5.4. The Charge**

### **5.4.1. The Tenant shall provide to the Landlord a certified copy of the executed Charge**

## **5.54. Costs and Indemnity**

The Trustees must pay to the Landlord on demand and indemnify the Landlord against all costs charges fees disbursements and expenses including those of professional advisers and agents and including in each case any VAT incurred by the Landlord in connection with the Underlease this Licence and any other documents prepared in relation to the Underlease and the Charge PROVIDED THAT if payment is not made by the Trustees, payment shall be made by the Tenant

## **6. PROVISOS**

### **6.1. Time limit for completion**

If the Underlease is not completed within 6 months after the date of this Licence and otherwise in accordance with it, then the provisions of this Licence (except for clause 5.56) are to determine immediately and cease to have effect, but without prejudice to

any accrued right of action vested in the Landlord in respect of any breach by the Tenant of his obligations under this Licence before that date

**6.2. Sums Recoverable as Rent**

All sums payable by the Tenant under this Licence are recoverable as rent in arrear

**6.3. Breaches of Obligation under the Lease**

Nothing contained in this Licence waives or is to be deemed to waive any breach of the obligations of the Tenant under the Lease that have occurred or may occur before completion of the Underlease or authorises or is to be deemed to authorise any other or further subletting or mortgaging or charging of the whole or any part of the Premises or anything that is not expressly authorised by this Licence, and the covenants on the tenant's part and the conditions contained in the Lease are to continue in full force and effect, subject to the terms of this Licence

**6.4. Variation of the Lease**

The Lease is to be varied to incorporate the covenants set out in clause 5 and the forfeiture provisions in the Lease are to be exercisable on any breach of those covenants as well as on the happening of any of the events mentioned in the forfeiture provisions in the Lease

**IN WITNESS** whereof the parties have hereunto set their Common Seal and signed this instrument as their deed the day and year first before written

THE COMMON SEAL of )

**WEST BERKSHIRE DISTRICT COUNCIL** )

hereunto affixed is authenticated by:- )

Authorised Signatory

EXECUTED as a DEED by )

**HUNGERFORD TOWN COUNCIL** )

acting by )

Mayor

Town Clerk

EXECUTED as a DEED by the ~~TRUSTEES~~ )

~~OF HUNGERFORD RUGBY CLUB~~ )

\_\_\_\_\_ )

MR ANDREW SPARKES )

EXECUTED as a DEED by \_\_\_\_\_)

**MR STEVEN CHARLES MILLS** \_\_\_\_\_)

EXECUTED as a DEED by \_\_\_\_\_)

**MR MARTIN ANDREW SIMONS** \_\_\_\_\_)

EXECUTED as a DEED by \_\_\_\_\_)

**MR RALPH WELLARD** \_\_\_\_\_)

DATED

2007

**WEST BERKSHIRE DISTRICT COUNCIL (1)**

and

**HUNGERFORD TOWN COUNCIL (2)**

and

**TRUSTEES OF HUNGERFORD RUGBY CLUB (3)**

**LICENCE TO SUBLET  
AND LICENCE TO CHARGE**

part of Triangle Field  
Priory Road  
Hungerford  
Berkshire

File: L100660

THIS LICENCE is made the 13th day of July Two thousand and Seven  
 BETWEEN:

- (1) **WEST BERKSHIRE DISTRICT COUNCIL** of Council Offices Market Street Newbury  
 Berkshire RG14 5LD ("the Landlord")
- (2) **HUNGERFORD TOWN COUNCIL** of Council Offices Crown Passage High Street  
 Hungerford Berkshire ("the Tenant")
- (3) **ANDREW BRIAN SPARKES STEVEN CHARLES MILLS MARTIN ANDREW  
 SIMONS AND RALPH WELLARD** c/o Tree House 1 Park Street Hungerford  
 Berkshire RG17 0EF being the Trustees for the time being of the Hungerford Rugby  
 Club ("the Trustees")

NOW THIS DEED WITNESSES as follows:-

# **1. DEFINITIONS AND INTERPRETATION**

In this deed the words and expressions defined in this clause are to have the meanings specified

## **1.1. Gender and Number**

Words importing one gender include all other genders, words importing the singular include the plural and vice versa, and any reference to a person includes a reference to a company authority board department or other body

## **1.2. Headings**

The clause headings do not form part of this deed and are not to be taken into account for the purposes of its construction or interpretation

## **1.3. Joint and Several Liability**

If any party to this Licence at any time comprises two or more persons, the obligations of that party are to be joint and several obligations of those persons

1.4. **'The Headlease Term'**

'The Headlease Term' means a term of 50 years commencing on 10<sup>th</sup> September 1992

1.5. **'The Landlord'**

The expression 'the Landlord' includes the person from time to time entitled to possession of the Premises when the Lease comes to an end

1.6. **'The Tenant'**

The expression 'the Tenant' includes the successors in title of the Tenant except for the purpose of clause 3 of this Licence

1.7. **'The Lease'**

'The Lease' means a lease dated 10<sup>th</sup> September 1992 and made between (1) The Landlord and (2) The Tenant

1.8. **'The Underlease'**

'The Underlease' means an Underlease in the form of the annexed draft by which the Underlease Premises are demised to the Trustees for the Underlease Term ("the Draft Underlease")

1.9. **'The Premises'**

'The Premises means all that land and buildings known as the Triangle Field Sports Ground Priory Road Hungerford Berkshire

1.10. **'The Underlease Premises'**

'The Underlease Premises' means the land and building edged red on the plan attached to the draft Underlease forming part of the Premises (a copy of which is attached to Schedule 1 of this Licence)

1.11. **'The Underlease Term'**

'The Underlease Term' means the period of 21 years commencing on and including X

**1.12. Reference to 'The Lease' and 'The Underlease'**

The expression 'the Lease' and 'the Underlease' include all or any deeds and documents supplemental – whether expressed to be so or not – to the Lease and the Underlease respectively

**1.13. Reference to 'The Charge'**

'The Charge' means the charge annexed to the Schedule 2 of this Deed

**1.14. References to Clauses**

Any reference in this Licence to a clause sub-clause or schedule without further designation is to be construed as a reference to the clause sub-clause or schedule of this Licence so numbered

**1.15. References to Statutes**

**1.15.1. General**

References to 'statute' are references to any statute or statutory provision for the time being in force and any regulations orders byelaws or other subordinate legislation made under any such statute or statutory provision from time to time

**1.15.2. Specific**

Unless expressly stated to the contrary, any references to a specific statute includes any statutory extension or modification amendment or re-enactment of that statute and any regulations or orders made under that statute

**2. RECITALS**

**2.1. The Lease**

This Licence is supplemental to the Lease, by which the Premises were demised for the Headlease Term subject to payment of the rent reserved by and the performance and observance of the covenants on the tenant's part and the conditions contained in



the Lease, and is deemed to restate all the provisions of the Lease as varied by this Licence

**2.2. Devolution of Title**

The immediate reversion to the Lease remains vested in the Landlord and the unexpired residue of the Headlease Term remains vested in the Tenant

**2.3. Provisions requiring Consent for Underletting and Consent to Charge**

The Lease contains an absolute prohibition of the subletting of part of the Premises and a prohibition of the mortgaging or charging of the whole or part of the Premises without the consent of the Landlord but at the request of the other parties the Landlord has agreed to grant a licence upon the terms set out in this deed to enable the Tenant to demise the Underlease Premises to the Trustees for the Underlease Term and to permit the Trustees to charge the Underlease Premises subject to a ceiling of TWENTY FIVE THOUSAND POUNDS (£25,000.00)

**3. LICENCE TO UNDERLET AND LICENCE TO CHARGE**

At the request of the other parties, and subject to:-

3.1. The Tenant and the Trustees observing the covenants contained in an Agreement for Lease dated *13th July 2007* and made between the Landlord (1) the Tenant (2) the Trustees (3) ("the Agreement for Lease")

3.2. The Trustees satisfying the conditions contained in clauses 3.1 and 5.1 of the Agreement for Lease

3.3. The covenants and conditions contained in this deed the Landlord grants to the Tenant licence to grant the Underlease and licence to the Trustees to charge the Underlease Premises



#### **4. TRUSTEES' COVENANTS**

The Trustees covenant with the Landlord and the Tenant at all times after completion of the Underlease during the Underlease Term to:-

##### **4.1. Underlease to be Observed**

The Trustees must pay the rent and other sums reserved by the Underlease and observe and perform the tenant covenants contained in it and must not suffer or permit anything at or in relation to the Underlease Premises that would or might constitute a breach of those covenants

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##### **4.3. Charge to be Observed**

4.3.1. The Trustees covenant that the monies secured by the Charge will not exceed TWENTY FIVE THOUSAND POUNDS (£25,000.00)

4.3.2. The Trustees will not agree any variation to the Charge without the prior written consent of the Tenant and the Landlord

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#### **5. TENANT'S COVENANTS**

The Tenant covenants with the Landlord to observe and perform the requirements of this clause 5

##### **5.1. Possession**

The Tenant must not allow the Trustees into possession or occupation of the whole or any part of the Underlease Premises until the completion of the Underlease



## 5.2. Notice of the Underlease

Immediately after completion of the Underlease the Tenant must give the Landlord written notice of the date on which it was completed together with a certified copy of the counterpart of it for registration

## 5.3. Variation of the Underlease

The Tenant must not, without the prior written consent of the Landlord, which may be withheld for any or no reason, at any time, whether expressly or by implication, vary any of the provisions of the Underlease, or waive any of his rights in respect of any breach of the obligations on the tenant's part contained in the Underlease, but must take all steps that are lawfully available to it, including re-entry, to enforce the performance and observance of them

## 5.4. The Charge

5.4.1. The Tenant shall provide to the Landlord a certified copy of the executed Charge

## 5.5. Costs and Indemnity

The Trustees must pay to the Landlord on demand and indemnify the Landlord against all costs charges fees disbursements and expenses including those of professional advisers and agents and including in each case any VAT incurred by the Landlord in connection with the Underlease this Licence and any other documents prepared in relation to the Underlease and the Charge PROVIDED THAT if payment is not made by the Trustees, payment shall be made by the Tenant

## 6. PROVISOS

### 6.1. Time limit for completion

If the Underlease is not completed within 6 months after the date of this Licence and otherwise in accordance with it, then the provisions of this Licence (except for clause 5.5) are to determine immediately and cease to have effect, but without prejudice to

any accrued right of action vested in the Landlord in respect of any breach by the Tenant of his obligations under this Licence before that date

**6.2. Sums Recoverable as Rent**

All sums payable by the Tenant under this Licence are recoverable as rent in arrear

**6.3. Breaches of Obligation under the Lease**

Nothing contained in this Licence waives or is to be deemed to waive any breach of the obligations of the Tenant under the Lease that have occurred or may occur before completion of the Underlease or authorises or is to be deemed to authorise any other or further subletting or mortgaging or charging of the whole or any part of the Premises or anything that is not expressly authorised by this Licence, and the covenants on the tenant's part and the conditions contained in the Lease are to continue in full force and effect, subject to the terms of this Licence

**6.4. Variation of the Lease**

The Lease is to be varied to incorporate the covenants set out in clause 5 and the forfeiture provisions in the Lease are to be exercisable on any breach of those covenants as well as on the happening of any of the events mentioned in the forfeiture provisions in the Lease

## **SCHEDULE 1**

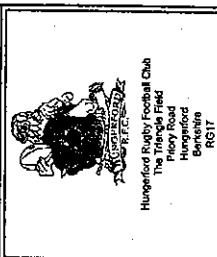
### **Plan of Premises to be Underlet and Charged**

1. Do not scale from this drawing.
2. All dimensions shown are in millimetres.

1. Do not scale from this drawing.
2. All dimensions shown are in millimetres.

COMPLIANT	NORMANISED	SLYVIA
NON-VI		AS

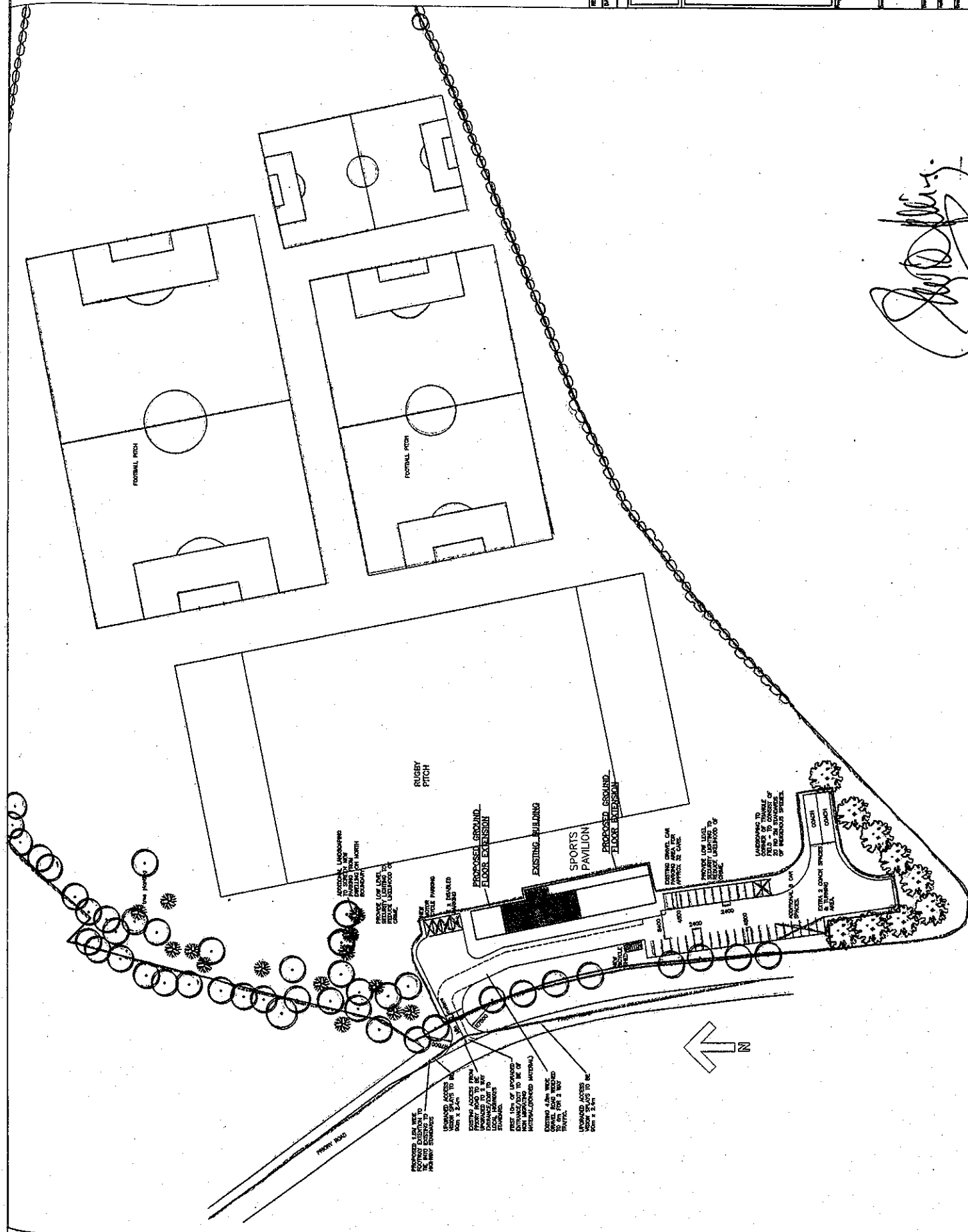
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Map Machine Created L4004775



## EXTENSION OF CLUB HOUSE

## General Layout Plan

Issued by	SA	Date	May 05
Excluded by		Date	1,500
Excluded Number	1215/02	Excluded	A1



**Authorised Signatory**



## **SCHEDULE 2**

### **Draft Legal Charge**

H.M. LAND REGISTRY

LAND REGISTRATION ACTS 1925 TO 2002

COUNTY & DISTRICT :

TITLE NO :

PROPERTY :

THIS LEGAL CHARGE is made the                      day of                      2007  
BETWEEN:-

(1) [                      ] ("the Mortgagor")

(2) **RUGBY FOOTBALL FOUNDATION** a company limited by guarantee (Company No.4608134) whose registered office is at Rugby House, Rugby Road, Twickenham, Middlesex, TW1 1DS ("the Mortgagee")

1

1.1 The Mortgagor with full title guarantee charges by way of Legal Mortgage all and every interest in or over the property comprised in the above title which the Mortgagor has power at law or in equity so to charge including all additions thereto and all buildings erections fixtures and fittings (not being chattels within the provisions of the Bills of Sale Acts) for the time being thereon ("the Mortgaged Property") as a continuing security to the Mortgagee for the due discharge and payment of all indebtedness and other liabilities on any account whatsoever of the Mortgagor to the Mortgagee whether present future actual or contingent and whether incurred solely severally or jointly

1.2 If the Mortgagor (or if more than one person, one or more of the persons defined as the Mortgagor) is a company incorporated under the Companies Act or an Industrial and Provident Society registered under The Industrial and Provident Societies Acts the Mortgagor (or such person or persons as aforesaid) also with full title guarantee charges by way of floating security all moveable plant machinery implements utensils building and other materials furniture and other equipment now or from time to time placed on or used in or about the Mortgaged Property as a continuing security to the Mortgagee for the due discharge of such indebtedness and other liabilities as aforesaid and the expression "the Mortgaged Property" shall be construed accordingly

- 2 The Mortgagor will keep the Mortgaged Property in good and substantial repair and condition and will keep the same insured against loss or damage by fire explosion lightning aircraft or articles dropped therefrom storm tempest riot civil commotion strikers and locked-out workers malicious damage flood bursting and overflowing of water pipes and tanks and impact to the full reinstatement value thereof such insurance to be effected in some insurance office or with underwriters of repute to be approved in writing from time to time by the Mortgagee such approval not to be unreasonably withheld in the joint names of the Mortgagee and the Mortgagor and the Mortgagor will if the Mortgagor is named to insure under this clause duly and punctually pay all premiums and other sums of money necessary for effecting and keeping up such insurance immediately upon the same becoming due or within seven days thereafter and will on demand produce to the Mortgagee for retention by it the policy or policies of such insurance and the receipt for every such payment Provided that where the Mortgaged Property is expressed to be leasehold or there is a prior mortgage or charge any insurance effected and maintained pursuant to the covenants contained in the lease under which the Mortgaged Property is held or such mortgage or charge shall on production by the Mortgagor to the Mortgagee of evidence satisfactory to the Mortgagee of such insurance being in force and the payment of the premiums or other moneys payable in respect thereof be accepted by the Mortgagee in satisfaction (or part satisfaction to the extent of the cover effected) of this covenant to insure notwithstanding that the Mortgagor may be unable to deliver or produce the policies or receipts to the Mortgagee
- 3 The Mortgagor will perform and observe all covenants conditions obligations agreements and stipulations affecting the Mortgaged Property or any part thereof whether the same are contained or referred to in any Deed or Document referred to in any Schedule hereto or otherwise or (if the Mortgaged Property is registered at H.M. Land Registry) entered on the Register of the Title affecting the same
- 4 If there shall at any time be any default or delay by the Mortgagor in completing any building works on the Mortgaged Property or if there shall be at any time any default or delay by the Mortgagor in keeping the Mortgaged Property or any part thereof in such repair and condition as aforesaid or in effecting or keeping up such insurances as aforesaid or in producing any such policy or receipt to the Mortgagee on demand or in complying with the obligations of the preceding clause then without thereby becoming a mortgagee in possession the Mortgagee may complete the same or may repair and keep the Mortgaged Property or any part thereof in such repair and condition as aforesaid (with power to enter upon the whole or any part thereof for that purpose) or may insure and keep the same insured in any sum not exceeding the full value thereof or the amount of all such indebtedness and other liabilities hereby secured as

aforesaid (whichever shall be the greater sum) or comply with such obligations as aforesaid and all moneys expended by the Mortgagee under this provision shall be deemed to be properly paid by it and shall be a debt owing by the Mortgagor to the Mortgagee payable on demand

- 5 All moneys received on any insurance whatsoever whether effected by the Mortgagor or the Mortgagee and whether or not it is one for the maintenance of which the Mortgagor is liable under this deed shall at the absolute discretion of the Mortgagee be applied either in making good the loss or damage in respect of which the moneys are received or in or towards discharge of the indebtedness for the time being owing hereunder and the same shall be held by the Mortgagor in trust for the Mortgagee
- 6 The Mortgagor will not exercise the statutory power of leasing or agreeing to lease or of accepting or agreeing to accept a surrender of a lease without the previous consent in writing of the Mortgagee and will not without such consent grant or agree to grant any lease or tenancy of the Mortgaged Property or any part thereof which if granted would or might as between the tenant and the Mortgagor be valid but not binding upon the Mortgagee and in addition to the powers of leasing by law conferred on mortgagees the Mortgagee may after the power of sale has become exercisable and whether or not in possession demise the whole or any part of the Mortgaged Property for any period for less than a year or from year to year or for any term of years at such rent and subject to such covenants and conditions and either with or without any fine or premium as it may think fit and upon any such demise may permit the tenant to have the use of any fixtures comprised in this security upon such terms as the Mortgagee shall think proper and may also accept surrenders of any lease or tenancy of the Mortgaged Property from time to time subsisting upon any terms (including the payment of money) which it may think reasonable and may grant new or other leases of the premises so surrendered
- 7 The restriction on the right of consolidating mortgage securities which is contained in Section 93 of the Law of Property Act 1925 or any Act amending or re-enacting the same shall not apply to this security Provided that where the Mortgagor is expressed to be a trustee this security may only be consolidated with any other security which may be given by the Mortgagor in the Mortgagor's capacity as such trustee as aforesaid
- 8 The Mortgagor will permit the Mortgagee or its agents at all reasonable times to enter into and upon the Mortgaged Property and every part thereof to inspect the same and the condition and repair hereof and to take or compile schedules of dilapidations and inventories of fixtures and fittings

- 9 The Mortgagor will not make or permit to be made any material change in the use of the Mortgaged Property or any part thereof or carry out or permit to be carried out any development thereon as defined in and for the purposes of the Town and Country Planning Act 1990 or any Act amending or re-enacting the same (in the Deed called "the Planning Acts") or alter or permit to be altered any existing buildings or structure save in each and every case with the previous consent in writing of the Mortgagee (which it shall be in the absolute discretion of the Mortgagee either to give unconditionally or subject to any conditions or to refuse) and after obtaining all necessary planning and other permission licences and consents and complying with the building and other bye-laws
- 10 The Mortgagor will comply in all respects with the conditions subject to which any permission for development has been or shall be granted in relation to the Mortgaged Property or any part thereof and the provisions of any statute statutory instrument rule order or regulation and of any order direction or requirement made or given by any planning or local authority or any Minister or Court and will keep the Mortgagee indemnified therefrom
- 11 Save as disclosed in writing to the Mortgagee by the Mortgagor prior to the date hereof the Mortgagor or where the Mortgagor is expressed to be a trustee or other representative of a club such club is at the date hereof in sole and undisputed occupation of the Mortgaged Property; and where the title to the Mortgaged Property is registered or is to be registered the title will remain so until after the date when the application in respect of this Deed is lodged at the Land Registry and entered on the day list there
- 12 If the title to the Mortgaged Property is not registered at the date hereof then no person shall be registered at the Land Registry as proprietor of the Mortgaged Property or any part thereof without the previous consent in writing of the Mortgagee
- 13 The Mortgagor will cause to be delivered to the Mortgagee forthwith after receipt a copy of any and every notice served upon the Mortgagor or the Mortgaged Property or any lessee or tenant thereof
- 14 Neither the Mortgagee nor any Receiver appointed hereunder shall be liable for any loss howsoever occurring in or about the exercise or execution of any power in respect of this security
- 15 The Mortgagor will not during the continuance of this security without the previous consent of the Mortgagee create any other charge mortgage or like encumbrance over or affecting any part of the Mortgaged Property Provided that it shall be a condition of any such consent that the Mortgagor will if required by the Mortgagee obtain at the expense of the Mortgagor the

execution of a Deed to Regulate Priorities by any chargee mortgagee or like incumbrancer to the intent that this charge and all moneys intended to be hereby secured shall at all times continue to rank as a charge on the Mortgaged Property in priority to or pari passu with such other mortgage or incumbrance

- 16 Where the Mortgaged Property is charged subject to an existing charge mortgage or other incumbrance having priority to this security the Mortgagor will strictly observe and perform all the obligations imposed therein; in the event of any proceedings being taken to exercise or enforce any powers or remedies conferred by any such charge mortgage or other incumbrance the Mortgagee may redeem the same or may procure the transfer thereof to itself and may settle and pass the accounts thereof and any accounts so settled and passed shall be conclusive and binding between such prior chargee mortgagee or incumbrancer and the Mortgagor as between the Mortgagee and the Mortgagor; principal moneys interest costs charges and expenses paid or incurred by the Mortgagee as aforesaid shall be deemed to be moneys properly paid by the Mortgagee hereunder
- 17 All costs charges and expenses properly incurred hereunder by the Mortgagee in the event of any default by the Mortgagor and all moneys properly paid by the Mortgagee as mortgagee in the event of default by the Mortgagor shall on a full indemnity basis be charged upon the Mortgaged Property and shall upon the same being paid be repaid on demand to the Mortgagee by the Mortgagor provided that the charge hereby conferred shall be in addition and without prejudice to any and every remedy lien or security which the Mortgagee may or but for the said charge would have for the moneys hereby secured or any part thereof
- 18 Section 103 of the Law of Property Act 1925 shall not apply to this security and the statutory power of sale shall as between the Mortgagee and a purchaser from the Mortgagee be exercisable at any time after the date hereof and such purchaser shall not be concerned to enquire whether the right of the Mortgagee to exercise such power has arisen or be concerned with notice to the contrary but as between the Mortgagee and the Mortgagor the Mortgagee shall not exercise the said power until after the happening of one or more of the following events:-
  - 18.1 if any such indebtedness and other liabilities hereby secured are not paid on the due date for payment thereof
  - 18.2 if there has been any breach non-performance or non-observance of any covenant agreement stipulation or provision in this Deed or any schedule hereto or in any Act contained or implied and on the part of the Mortgagor to be performed or observed

- 18.3 if the Mortgaged Property or any part thereof or any interest therein is compulsorily acquired or requisitioned by any public or local authority or is without the previous consent in writing of the Mortgagee sold mortgaged leased or otherwise disposed of
- 18.4 if the Mortgagor (being an individual) shall commit an act of bankruptcy be adjudicated bankrupt or an interim receiver is appointed of the property of the Mortgagor or (being a body corporate) shall have an administrative receiver of it appointed or an administration order made in respect of it enter into liquidation or have a petition presented in respect thereof or in either case shall have an execution or distress levied on the Mortgagor's goods or if the Mortgagor or where Mortgagor is expressed to be a trustee or other representative of a Club then such Club shall suffer or take any steps in connection with any of the above matters
- 19 Any demand or notice hereunder shall be given in writing and may be served either personally or by post. A demand or notice served by post shall be addressed to the Mortgagor if a person at his address or place of business last known to the Mortgagee or if a corporation at its registered office and a demand or notice so addressed and posted shall be deemed to have been duly made or given on the day following notwithstanding that it be returned undelivered and notwithstanding the death of the Mortgagor
- 20 If the Mortgaged Property is at the date hereof or during the subsistence of this security becomes Registered Land then the parties hereto hereby apply to the Chief Land Registrar for a restriction in the following terms to be entered on the register of the Mortgagor's title relating to the Mortgaged Property:-
- “No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [ ] 2007 in favour of Rugby Football Foundation referred to in the Charges Register signed on such proprietor's behalf by its secretary or conveyancers”
- 21 If the expression “the Mortgagor” includes more than one person then
- 21.1 the expression shall mean all or any one of those persons and their respective successors in title and all other estate owners for the time being of the Mortgaged Property

21.2 all the obligations of the Mortgagor shall be joint and several and none of them shall be released from liability hereunder by reason of this Mortgage ceasing to be a continuing security as regards any other or others of them

**PROVIDED THAT** where the Mortgagor is expressed to be a trustee then covenants on the part of such trustee shall be made so as to bind such trustee as aforesaid and (so far as they can) all the successors in the office of such trustee and the funds and income in their hands in that capacity so far as the same may be available and shall not be deemed to bind affect or concern any other funds or income of such trustee

21.3 it shall be sufficient for any notice or demand hereunder required or authorised to be served or made on the Mortgagor to be served or made on any one such person who shall be deemed to receive such notice or demand for himself and as agent for any such other person or persons

IN WITNESS whereof this Legal Charge has been duly executed as a Deed the day and year first above written

**EXECUTED** as a **DEED** by the said [NAME OF )  
INDIVIDUAL] in the presence of: )  
)

Witness signature: .....

Print name: .....

Address: .....  
.....

Or

**EXECUTED** as a **DEED** by the said [LIMITED  
COMPANY] acting by:

Director )  
)

Director/Secretary )  
)



DATED

2007

[NAME OF CLUB / TRUSTEES ETC]

to

RUGBY FOOTBALL FOUNDATION

---

LEGAL CHARGE

- of -

[LTD / DESC OF LAND / CLUB NAME]

---

EDWIN COE  
2 Stone Buildings  
Lincoln's Inn  
London  
WC2A 3TH

Ref: IAG/RUG.5.[xx]

Doc: 303420\_1

IN WITNESS whereof the parties have hereunto set their Common Seal and signed this instrument as their deed the day and year first before written

EXECUTED as a DEED by affixing the Common Seal of WEST BERKSHIRE DISTRICT COUNCIL and authenticated by:

  
Authorised Signatory

ory



EXECUTED as a DEED by )

HUNGERFORD TOWN COUNCIL )

acting by )

Mayor



~~Town Clerk~~



Chairman

Members, Amicus Council

EXECUTED as a DEED by

MR ANDREW SPARKES

M. G. Dignard

Martin Dignard

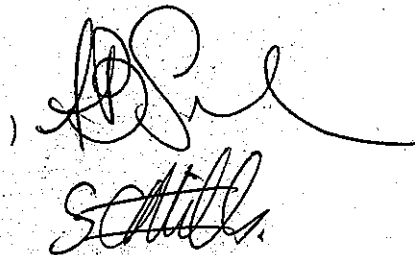
2 Homefield way

Hungerford

Berkshire

RG12 0JY

Project manager



EXECUTED as a DEED by )

MR STEVEN CHARLES MILLS )

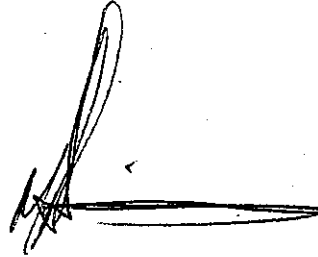
M. G. Dwyer  
Martin Digweed  
2 Homestead way  
Hungerford  
Berks  
RG17 0JY  
Project Manager

S Mills

EXECUTED as a DEED by )

MR MARTIN ANDREW SIMONS )

M. G. Dwyer  
Martin Digweed  
~~MARTIN ANDREW SIMONS~~  
2 Homestead way, Hungerford  
~~MARTIN ANDREW SIMONS~~  
Berks. RG17 0JY  
Project Manager  
~~MARTIN ANDREW SIMONS~~



EXECUTED as a DEED by )

MR RALPH WELLARD )

M. G. Dwyer  
Martin Digweed  
2 Homestead way,  
Hungerford  
Berks.  
RG17 0JY  
Project Manager



~~MARTIN ANDREW SIMONS~~  
~~MARTIN ANDREW SIMONS~~  
~~MARTIN ANDREW SIMONS~~  
~~MARTIN ANDREW SIMONS~~

DATED

13th July

2007

**WEST BERKSHIRE DISTRICT COUNCIL (1)**

and

**HUNGERFORD TOWN COUNCIL (2)**

and

**TRUSTEES OF HUNGERFORD RUGBY CLUB (3)**

**LICENCE TO UNDERLET  
AND LICENCE TO CHARGE**

part of Triangle Field  
Priory Road  
Hungerford  
Berkshire

File: L100660

L100660

**THIS SUPPLEMENTAL AGREEMENT** is made the *14<sup>th</sup>* day of *February* 2008

**BETWEEN:**

- (1) **WEST BERKSHIRE DISTRICT COUNCIL** of Council Offices Market Street Newbury  
Berkshire RG14 5LD ('the Superior Landlord')
- (2) **HUNGERFORD TOWN COUNCIL** of Hungerford Library Church Street Hungerford  
Berkshire RG17 0JG ('the Landlord')
- (3) **ANDREW BRIAN SPARKES STEVEN CHARLES MILLS MARTIN ANDREW  
SIMONS AND RALPH WELLARD** all c/o Tree House 1 Park Street Hungerford  
Berkshire RG17 0EF (being the Trustees as of the date hereof of the Hungerford  
Rugby Club ('the Trustees'))

Is supplemental to an Agreement for Lease dated 13<sup>th</sup> July 2007 and made between the parties  
hereto ('the Original Agreement')

**1. Definitions**

Subject to the terms of this Agreement the definitions contained in the Original  
Agreement shall apply to this Agreement as if the same was set out in this Agreement  
in full

**2. Variation of the Terms of the Original Agreement**

The parties agree that the Original Agreement shall take effect subject to the following  
provisions:-

- 2.1. The Original Agreement provides the Completion Date shall be the date of practical  
completion of the Works. The parties have agreed the Completion Date shall take  
place prior to practical completion of the Works in order that funding can be made  
available to the Trustees by the Rugby Fund Foundation. The funds will finance the  
remainder of the Works which need to be undertaken to achieve practical completion

of the Works. Funding will not be made available until the Underlease has been completed

- 2.2. Notwithstanding the completion of the Underlease, the parties agree the provisions of the Original Agreement shall have full force and effect to the extent they remain to be observed and performed

**3. Confirmation of Terms of Original Agreement**

Save as varied by this Agreement the parties confirm the terms of the Original Agreement

**4. Contracts (Rights of Third Parties) Act 1999**

For the purposes of the Contracts (Rights of Third Parties) Act 1999 the parties agree they do not intend any terms of this Agreement to be enforceable by any third party who apart from the Act would not have been entitled to enforce such terms

**SIGNED** by or on behalf of the Parties the day and year first above written

Superior Landlord

*A Thomas, 11 New Berkshire  
Driver Canal*

Landlord

*[Signature]* 04/08  
*[Signature]* 04-02-08

Trustees

MARTIN  
SIMONS

*[Signature]*  
3/2/08

*[Signature]*  
3/2/08

STEVE  
MILLS

ANDREW  
SPARKES

*[Signature]* 3/2/08

*[Signature]* 3/2/08  
RALPH  
WILLIAMS

Dated 1<sup>st</sup> February 2008

**WEST BERKSHIRE DISTRICT COUNCIL (1)**

and

**HUNGERFORD TOWN COUNCIL (2)**

and

**TRUSTEES OF THE HUNGERFORD RUGBY CLUB (3)**

**SUPPLEMENTAL AGREEMENT FOR LEASE**

relating to the construction of a Clubhouse

on the grant of an Underlease on part of

Triangle Field

Hungerford

Berkshire

# FOR SEALING

<b>AUTHORITY:</b>	
Only highest authority needed - please include date of meeting and if possible minute reference	Meeting:  Date Of Meeting:
<b>DELEGATED POWERS:</b>	
Please put name of Head of Service who has exercised power + please include date of initial instructions	Head of Benefits & Exchequer Head of Children's Services Head of Community Care and Housing Head of Countryside & Waste Head of Cultural Services Head of Customer Services Head of Education Head of Finance Head of Highways & Transport Head of Housing Head of Planning Head of Policy & Communication Head of Property

22.02.07.

Date of Initial Instructions: *[Signature]*

Please return to:

Name: *[Signature]*

File Number: L100660.

Date: 13 May 2007.



*Recommended  
for Approval  
HP 23/2/07*

Delegated Authority Decision  
as Recommended by Head of Property Services  
and taken by Head of Legal and Electoral Services

Ref No. 201/98/33.4

<b>Case Officer: Colin Broughton</b>		<b>Department: Property</b>
Project Details:	Address Triangle Field Hungerford	Consideration and/or Value £Nil – fees only
<b>RECOMMENDATION:</b>  That the Head of Property recommends that the actions contained in the report be approved		Signed: <i>Mark Abinger</i> Mark Abinger: Head of Property  Date: <i>22/2/07</i>
<b>APPROVAL</b>  The recommendation is approved subject to the following comments, if any.		Signed: <i>David Holling</i> David Holling: Head of Legal and Electoral Services  Date: <i>22.02.2007</i>
<b>CONSULTED:</b>		<b>INFORMED:</b>
1. FINANCE: Date:	Comments:	1. FINANCE: Date:
		Comments:
2. PLANNING: Date:	Comments:	2. PLANNING: Date:
		Comments:
3. OTHER OFFICERS: Date:	Comments:	3. OTHER OFFICERS: Date:
		Comments:
4. PORTFOLIO MEMBER AND/OR WARD COUNCILLORS: Date:	Comments:	4. PORTFOLIO MEMBER AND/OR WARD COUNCILLORS: Date:
<i>Cllr Stansfeld has approved</i>		<i>Cllr's James Mole and Dennis Gains have approved.</i>



**Title: Delegated Authority to obtain authority to grant Licence to underlet to Hungerford Town Council to let part of the Triangle Field Hungerford to Hungerford Rugby Club.**

**Purpose of Report:**

---

To obtain authority to grant licence to Hungerford Town Council to underlet an area of land at Triangle Field Hungerford to Hungerford Rugby Club to enable them to construct a Club House.

**Recommended Action:**

---

That authority be given to grant a licence to underlet and carry out building works to Hungerford Town Council to enable Hungerford Rugby Club to construct a club house on part of the Triangle Field Hungerford.

**List of other options considered:**

**Supporting Information**

West Berkshire District Council leases the Triangle Field, Hungerford, shown edged red on the attached plan, to Hungerford Town Council under a lease for a term of 50 years from 1992 subject to a provision that the lease can be extended for a further term of 50 years. *The passing rent is £5 pa.*

The Town Council wishes to underlet an area of land shown edged blue on the plans to Hungerford Rugby Club for a term of 21 years at a rental of £10 p.a. to enable them to construct a clubhouse next to the existing changing rooms.

In order to permit the construction of the premises West Berkshire District Council will also need to grant a licence to the Town Council to permit building works.

The funding of the clubhouse is to be partly by grant, sponsorship, money from the RFU and funds from the club, and there will consequently be a charge in favour of the RFU on the property.

The Rugby Club has obtained planning permission for its building on 10<sup>th</sup> October 2005 under reference number 05/02564/FUL.

**Background:**

**Recommendation:**

That West Berkshire District Council grants licence to underlet and for building works to Hungerford Town Council to enable the Hungerford Rugby Club construct a new clubhouse on part of the Triangle Field.

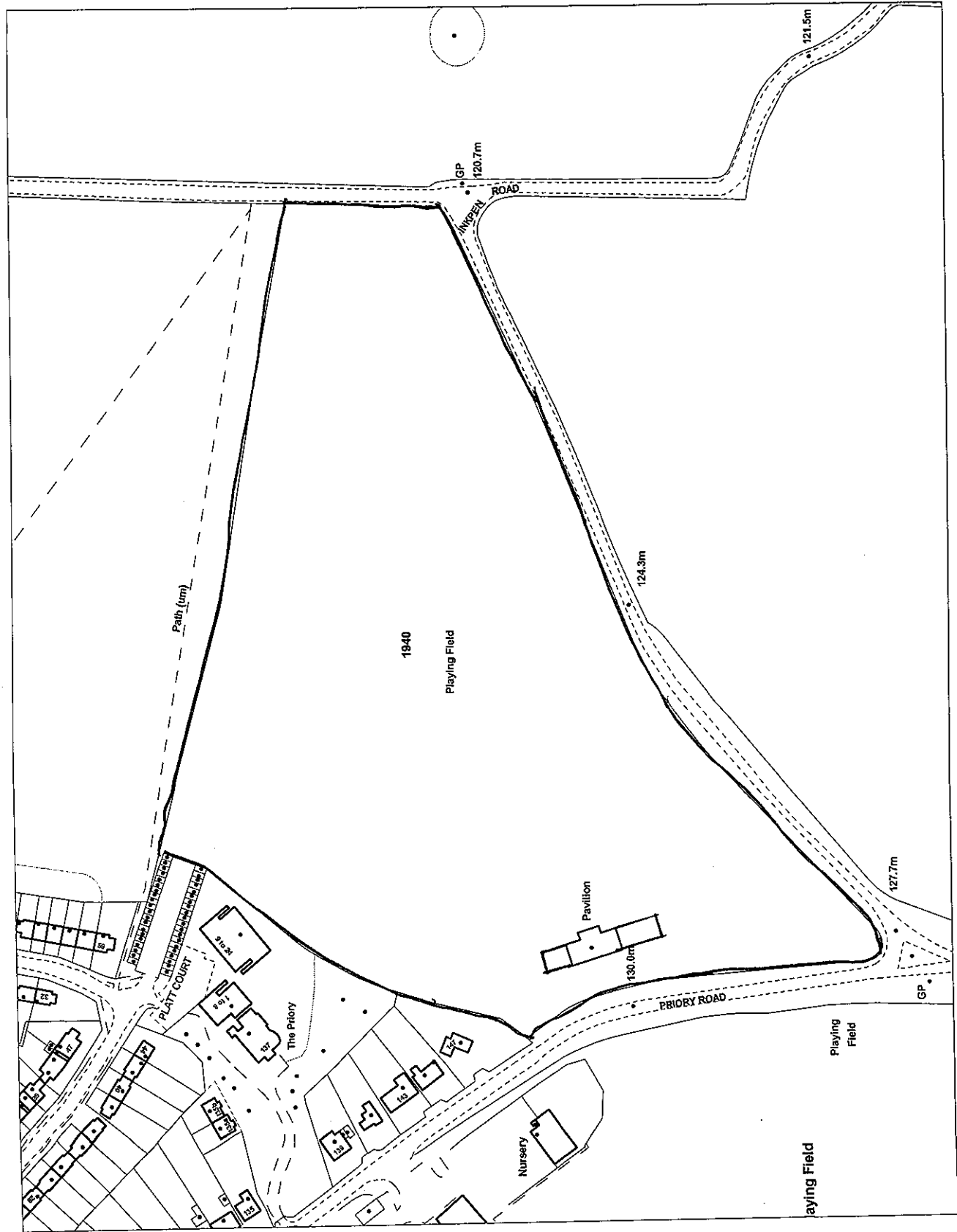
**Appendices:** *Location plan*

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# Triangle Field Hungerford

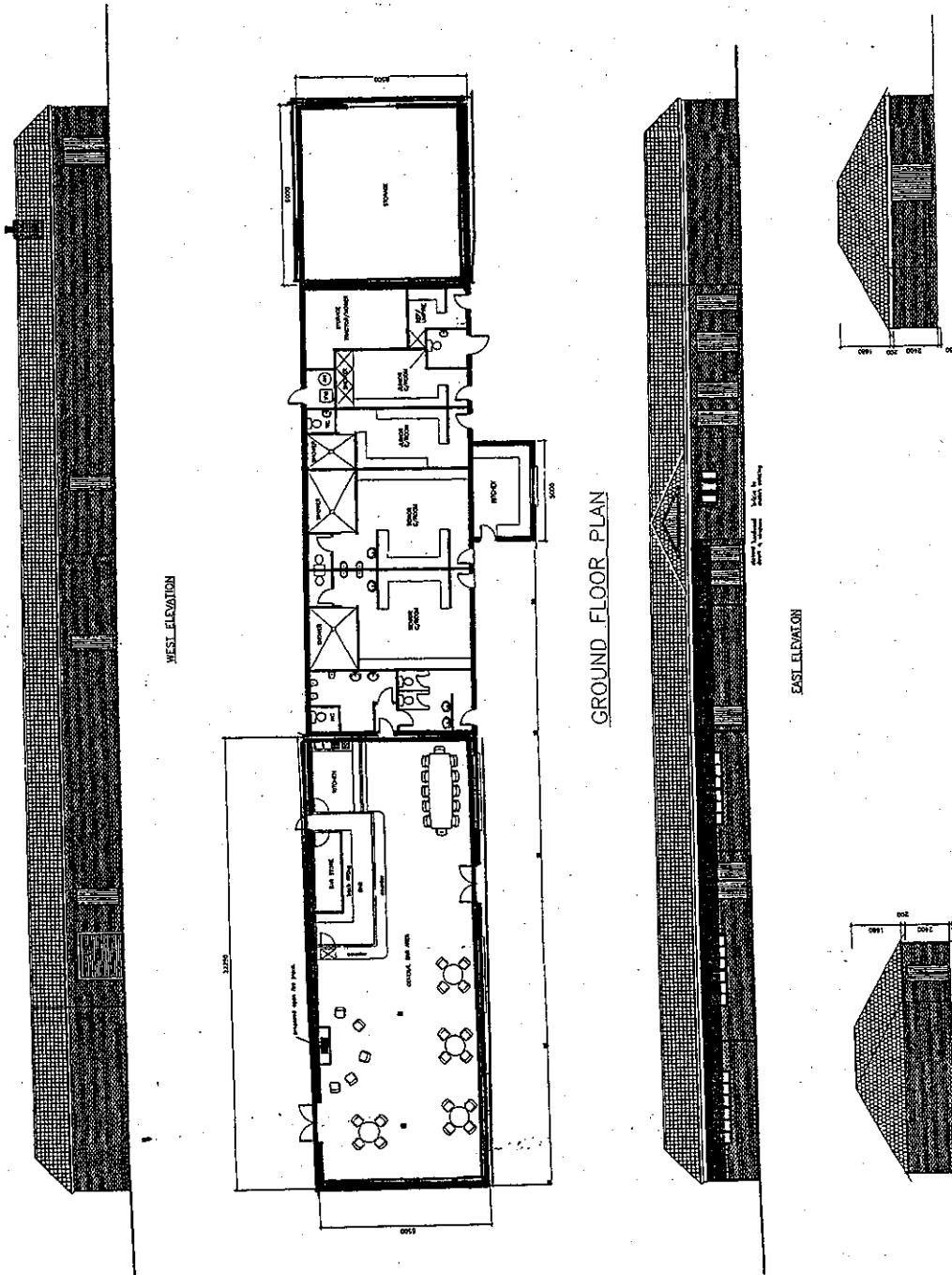
Location

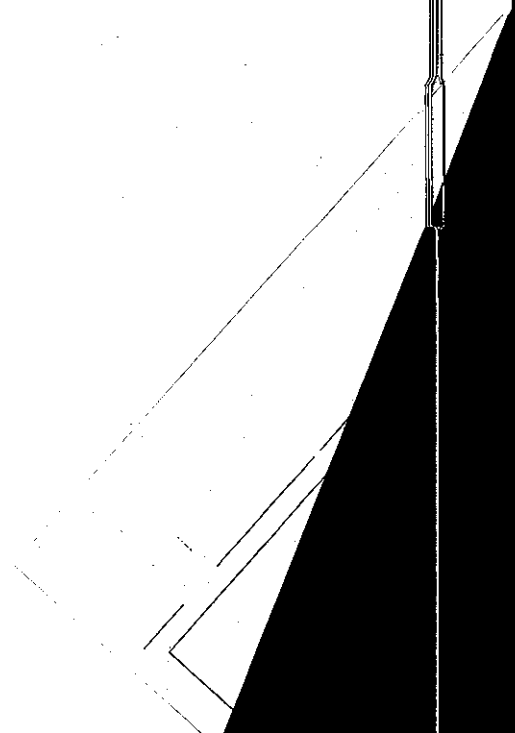
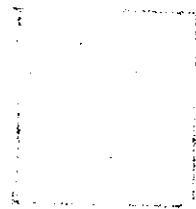


<p>Produced by the Libraries, Information and Communication Services' Geographic Information System</p>	<p><b>PARISH BOUNDARIES</b></p> <p>Text OS 1:1250 LANDLINE DATA ANNO          OS 1:1250 LANDLINE DATA POINT          OS 1:1250 LANDLINE DATA ARC</p> <p>Building Outline          Parish Boundary          Pecked Road Metalling          General Line Detail          General Peck Detail          Vegetation Limit (sup)          Minor Line Detail          Water Feature          Centre Line of Road          Top of Slope          Bottom of Slope          Railway</p>	<p>Reproduced from the Ordnance Survey Map with the permission of the Controller of Her Majesty's Stationery Office. (c) Crown Copyright 2007.</p> <p>Unauthorised reproduction infringes Crown Copyright and may lead to civil proceedings. West Berkshire District Council LA 090 72L</p>	<p>31 Jan 2007</p> <p>1:2500</p>	<p><b>West Berkshire</b>          DISTRICT COUNCIL</p>
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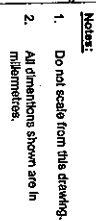


EXTENSION OF CLUB HOUSE Proposed Ground Floor Extension	SA May 05 1:100 A1	121501
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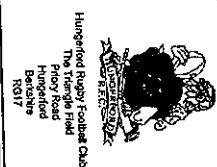








1215/02



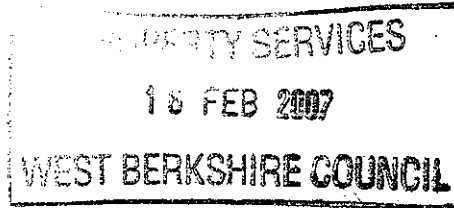
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REV	DESCRIPTION	DRAWN
DATE		APPROVED



1 November 2006

Mr S Anderson  
Hungerford Rugby Club  
The Triangle Field  
Priory Road  
Hungerford  
Berkshire  
RG17 0AP



**Planning Services**

Council Offices  
Market Street Newbury  
Berkshire RG14 5LD

**Our Ref:** 05/02564/FUL

**Please ask for:** Sara Appleton

**Contact Centre:** 01635 519111

**Fax:** 01635 519408

**e-mail:** sappleton@westberks.gov.uk

Dear Mr Anderson,

**Application 05/02564/FUL – Sports Pavilion, Triangle Field, Priory Road, Hungerford**

I refer to the above application, which was approved by the Local Planning Authority on the 27<sup>th</sup> February 2006, and to the information submitted in respect of the conditions attached to the permission.

**Condition 3 – Samples of Materials** – I can confirm that the samples submitted on the 29<sup>th</sup> August 2006 are considered acceptable. The building should therefore be constructed of Hanson Georgian brick and Marley Bold Roll tile (colour Moss Red).

**Condition 5 – Details of the Hardsurfacing** – The details submitted on plan no. 1215/02 dated May 05 are considered acceptable.

**Condition 8 – Cycle Parking** – The location and dimension of the bicycle shed shown on plan no. 1215/02 dated May 05 is considered acceptable. Details of the design of the shed should be submitted to and approved in writing by the Local Planning Authority prior to its installation.

**Condition 9 – The noise report** submitted to the Council's Public Protection Team entitled 'Environmental Noise Assessment' is considered acceptable.

**Condition 10 – Scheme of Landscaping** – The landscaping scheme shown on plan no. 1215/03 dated October 06 is considered acceptable.

**Condition 11 – External Lighting** – the details of lighting submitted in your email dated 24<sup>th</sup> October 2006 (Ten No. Thorn "Piazza" Vandal resistant wall mounted luminaires at a mounted height of 2m with 2 luminaires on the east and west elevation and 3 on the north south elevation) are considered acceptable. The use of sensors or a time delay should be considered to ensure the lights are only used when required.

In conclusions the details submitted are adequate and I therefore hereby discharge conditions 3, 5, 8, 9, 10 and 11. All pre-conditions on the site are now discharged and development can commence. Please ensure that all of the conditions are adhered to through the construction phase and in perpetuity.

Yours sincerely,

**Sara Appleton (Miss)**  
**SENIOR PLANNING**



**TOWN AND COUNTRY PLANNING ACT 1990**

Mr Jeremy Smeddle  
7 St. Swithins Close  
Wickham  
Newbury  
Berkshire  
RG20 8HJ

**Applicant:**  
Hungerford Rugby Club

**PART I - DETAILS OF APPLICATION**

**Date of Application**  
10th November 2005

**Application No.**  
**05/02564/FUL**

**THE PROPOSAL AND LOCATION OF THE DEVELOPMENT:**

Alterations and extensions to sports pavilion. Additional parking.

Sports Pavilion Triangle Field, Priory Road, Hungerford, West Berkshire

**PART II - DECISION**

In pursuance of its powers under the Town and Country Planning Act 1990, West Berkshire District Council **GRANTS** planning permission for the development referred to in Part I in accordance with the submitted application form and plans, subject to the following condition(s):-

- 1 The development shall be started within three years from the date of this permission and implemented strictly in accordance with the approved plans.

Reason: To enable the Local Planning Authority to review the desirability of the development against Policy DP1 of the Berkshire Structure Plan 2001-2016 and Policy OVS2 of the West Berkshire District Local Plan 1991 - 2006 should it not be started within a reasonable time.

- 2 The development hereby approved shall be carried out in accordance with drawing title number(s) 1215/01 and 1215/02 received on 23rd November 2006, unless otherwise agreed in writing by the Local Planning Authority.

Reason: To ensure that the development is carried out in accordance with the submitted details assessed against Policy DP1 of the Berkshire Structure Plan 2001-2016 and Policy OVS2 of the West Berkshire District Local Plan 1991 - 2006.

- 3 Prior to the commencement of development, samples of the materials to be used in the proposed development shall be submitted to and approved in writing by the

Reason: To ensure the development reduces reliance on private motor vehicles in accordance with Policy TRANS 4 of the West Berkshire District Local Plan 1991 - 2006.

- 9 Development shall not commence until a scheme of sound insulation for the Pavillion has been submitted to and approved in writing by the Local Planning Authority to protect occupiers of nearby residential property from noise generated from the operation of the Pavilion. All works forming part of the approved scheme shall be completed before operation of the Pavilion.

Reason: To protect the amenities of neighbouring residents/occupiers in accordance with Policy OVS2 of the West Berkshire District Local Plan 1991 - 2006.

- 10 Prior to the commencement of development a scheme of landscaping for the site shall be submitted to and approved in writing by the Local Planning Authority. The development shall thereafter be landscaped in accordance with the approved scheme which shall ensure:-
- (a) the carrying out of any earth moving operations concurrently with the carrying out of the building and other works;
  - (b) completion of the scheme during the planting season next following the completion of the building(s), or such other date as may be agreed in writing by the Local Planning Authority;
  - (c) the maintenance of the landscaped areas for a period of five years or until established, whichever may be longer. Any trees or shrubs removed, or which in the opinion of the Local Planning Authority, are dying, being severely damaged or becoming seriously diseased within five years of planting, shall be replaced by trees or shrubs of similar size and species to those originally required to be planted.

Reason: To ensure the implementation of a satisfactory scheme of landscaping which will in due course improve the environmental quality of the development in accordance with policies DP6 and EN1 of the Berkshire Structure Plan 2001 - 2016 and policy OVS2 of the West Berkshire District Local Plan 1991 - 2006.

- 11 Prior to the commencement of development details of the external lighting to be used in the areas around the proposed building(s) shall be submitted to and approved in writing by the Local Planning Authority. Thereafter no building shall be occupied until the external lighting has been installed in accordance with the approved details.

Reason: The Local Planning Authority wish to be satisfied that these details are satisfactory, having regard to the setting of the development.

- 12 The hours of use of the building shall be restricted to 0700 to 2330 on any day.

Reason: In the interests of the amenity of the area, in accordance with Policy OVS6 of the West Berkshire District Local Plan 1991 - 2006.

- 13 No storage shall take place in the northern storage extension of the building except for items ancillary to the sport and playing field use of the site.

## **CASE OFFICER'S (SA) REPORT ON APPLICATION NUMBER 05/02564/FUL**

Town Council - No objections however note that the design is boring and feel that the south end should be more balanced visually.

One letter of objection received concerning the noise and traffic implications.

This application seeks permission for the erection of a single storey extension to the existing rugby clubhouse, which is a small single storey structure set within the Triangle Field. The Triangle Field is about 6.5 hectares in area, and is situated on the south-east side of Hungerford with access from Priory Road. It contains three playing pitches and a single storey pavilion with an unsurfaced car park to its south side. The existing pavilion was originally permitted in 1995. In 2001, planning permission was given for a single storey storage extension on the south side of the pavilion, with a matching roof (01/00612). This has not yet been implemented.

The existing sports pavilion contains only limited facilities necessary to support the playing fields. Application 03/01672/FUL was approved in August 2004 for the extension of the clubhouse including a new first floor element. This would have served a more general purpose as a club facility in the town. This application seeks to remove the first floor element and to extend the clubhouse for the purposes of the rugby club only.

It is proposed to extend the existing car park by forming an additional 3 car spaces at its southern end (although the plans state 8 additional parking spaces will be provided) and two new coach parking spaces with appropriate turning space. New motor cycle parking and 2 disabled parking spaces will be created at the northern end of the pavilion, adjoining the access and a new bike shed will be provided. The access itself will be improved with radii and sight lines agreed with the highway authority. Given that this application will serve no purpose other than for the rugby club the slight reduction in parking spaces from the approved scheme is not considered significant or detrimental.

Internally this application will result in the provision of 2 senior and 2 junior changing rooms with associated shower and toilet facilities, a large storage area and a bar with kitchen are for use as the club house itself.

The site is screened to all aspects naturally and is some distance from the nearest dwelling (28 metres). A condition is proposed from the Public Protection team to ensure a sound insulation scheme is incorporated into the building. This will minimise any disturbance to local residents.

In respect of the Town Council's comments whilst it is acknowledged that the design of the building is not outstanding, the nature of the site is such that concern exists regarding the security of the building when not in use. As such, it is not considered that the design has a detrimental effect upon the area.

*Recommended  
for Approval  
MP 23/2/07*

Delegated Authority Decision  
as Recommended by Head of Property Services  
and taken by Head of Legal and Electoral Services

Ref No. 201/98/33.4

<b>Case Officer: Colin Broughton</b>		<b>Department: Property</b>
Project Details:	Address Triangle Field Hungerford	Consideration and/or Value £Nil – fees only
<b>RECOMMENDATION:</b>  That the Head of Property recommends that the actions contained in the report be approved		Signed: <i>Mark Abinger</i> Mark Abinger: Head of Property  Date: <i>22/2/07</i>
<b>APPROVAL</b>  The recommendation is approved subject to the following comments, if any.		Signed: <i>David Holling</i> David Holling: Head of Legal and Electoral Services  Date: <i>22.02.2007</i>
<b>CONSULTED:</b>		<b>INFORMED:</b>
1. FINANCE: Date: Comments:		1. FINANCE: Date: Comments:
2. PLANNING: Date: Comments:		2. PLANNING: Date: Comments:
3. OTHER OFFICERS: Date: Comments:		3. OTHER OFFICERS: Date: Comments:
4. PORTFOLIO MEMBER AND/OR WARD COUNCILLORS: Date: Comments:	4. PORTFOLIO MEMBER AND/OR WARD COUNCILLORS: Date: Comments: <i>Cllr Stansfeld has approved</i>	

*Cllr's James Mole and Denise Gains have approved.*



**Title:** Delegated Authority to obtain authority to grant Licence to underlet to Hungerford Town Council to let part of the Triangle Field Hungerford to Hungerford Rugby Club.

**Purpose of Report:**

---

To obtain authority to grant licence to Hungerford Town Council to underlet an area of land at Triangle Field Hungerford to Hungerford Rugby Club to enable them to construct a Club House.

**Recommended Action:**

---

That authority be given to grant a licence to underlet and carry out building works to Hungerford Town Council to enable Hungerford Rugby Club to construct a club house on part of the Triangle Field Hungerford.

**List of other options considered:**

**Supporting Information**

West Berkshire District Council leases the Triangle Field, Hungerford, shown edged red on the attached plan, to Hungerford Town Council under a lease for a term of 50 years from 1992 subject to a provision that the lease can be extended for a further term of 50 years. *The passing rent is £5 p.a.*

The Town Council wishes to underlet an area of land shown edged blue on the plans to Hungerford Rugby Club for a term of 21 years at a rental of £10 p.a. to enable them to construct a clubhouse next to the existing changing rooms.

In order to permit the construction of the premises West Berkshire District Council will also need to grant a licence to the Town Council to permit building works.

The funding of the clubhouse is to be partly by grant, sponsorship, money from the RFU and funds from the club, and there will consequently be a charge in favour of the RFU on the property.

The Rugby Club has obtained planning permission for its building on 10<sup>th</sup> October 2005 under reference number 05/02564/FUL.

**Background:**

**Recommendation:**

That West Berkshire District Council grants licence to underlet and for building works to Hungerford Town Council to enable the Hungerford Rugby Club construct a new clubhouse on part of the Triangle Field.

**Appendices:** *Location plan*

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**Notes:**

1. Do not scale from this drawing.
2. All dimensions shown are in millimetres.

05/02564

WEST ABERDEEN DISTRICT  
COUNCIL  
17 MAY 2005  
PLANNING AND TRANSPORT  
STRATEGY

WEST ABERDEEN DISTRICT  
COUNCIL  
17 MAY 2005  
PLANNING AND TRANSPORT  
STRATEGY

KEY  
DATE  
DRAWN  
CHECKED  
APPROVED

Prepared for the Club by the Architect at the request of the Club. The Club has agreed to the proposed extension and the Architect has agreed to the proposed extension. The Club has agreed to the proposed extension and the Architect has agreed to the proposed extension.

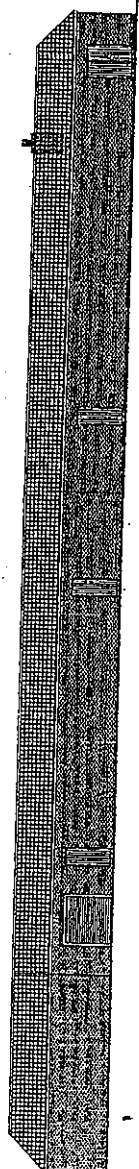


EXTENSION OF CLUB HOUSE

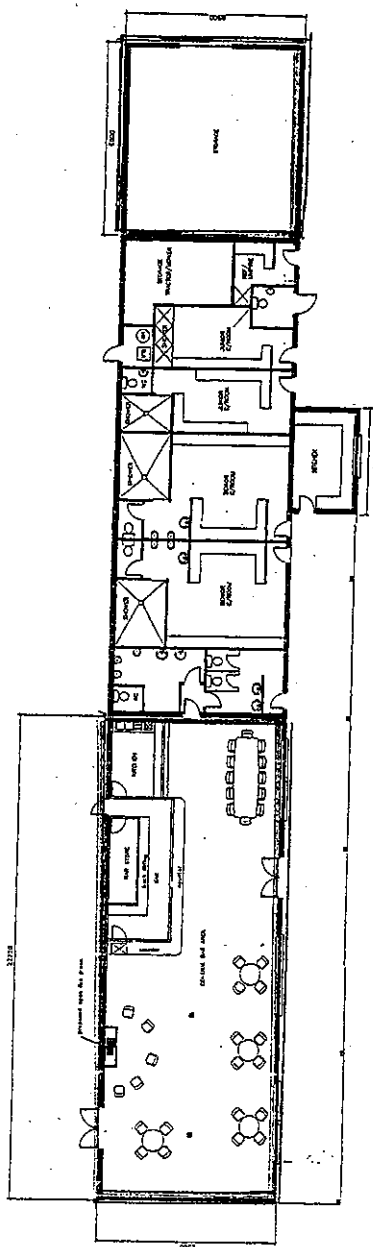
Proposed Ground Floor Extension

Scale: 1:100  
Date: May 05  
Sheet: A1

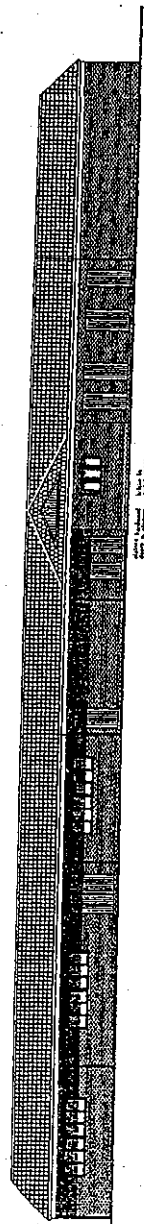
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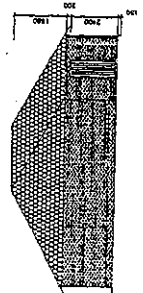
WEST ELEVATION



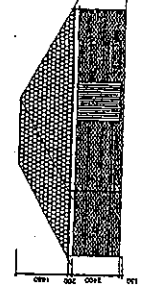
GROUND FLOOR PLAN



EAST ELEVATION



SOUTH SECTION



NORTH SECTION