

## LICENCE FOR WORKS

Please keep this form until the Agreement can be deleted, at which time return it to the Typing Pool and the document can then be removed from the system.

It is important that this is carried out so that the system does not become bogged down with old and disused documents and your co-operation would be appreciated.

**BETWEEN:** WEST BERKSHIRE DISTRICT COUNCIL  
  
and  
  
**APPLICANT(S):** HUNGERFORD TOWN COUNCIL  
  
and  
  
TRUSTEES OF HUNGERFORD RUGBY CLUB  
  
**FILE REFERENCE:** L100660  
  
**DOCUMENT NAME:** word/triangle field – licence for works  
  
**DATE TYPED:** 23<sup>rd</sup> January 2007  
24<sup>th</sup> January 2007 (amendments)  
25<sup>th</sup> January 2007 (amendments)  
13<sup>th</sup> February 2007 (amendments)  
  
**ENGROSSED:**  
  
**TYPIST:** Hannah  
  
**ORIGINATOR:** Annette  
  
**DELETE:** YES/NO

A LICENCE made the

day of

2007

**BETWEEN:**

- (1) **WEST BERKSHIRE DISTRICT COUNCIL** of Council Offices Market Street Newbury  
Berkshire RG14 5LD ("the Superior Landlord")
- (2) **HUNGERFORD TOWN COUNCIL** of Council Offices Crown Passage 23 High Street  
Hungerford Berkshire RG17 0NF ("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 at the date hereof of the Hungerford  
Rugby Club) ("the Trustees")

**WHEREBY IT IS AGREED** as follows:-

**1. Particulars Definitions and Interpretation**

In this Licence:

- 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  
  
**(Plan awaited for approval)**
- 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 Licence 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 Licence and in the schedules do not form part of this Licence and shall not be taken into account in its construction and interpretation

## **2. Superior Landlord's Consent**

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 Licence

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

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

3.2. The Trustees also covenant to:-

3.2.1. Provide such information to the Superior Landlord (and the 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 Licence have been performed and

3.2.2. To notify the Superior Landlord **and the 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 Licence

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 ( ) 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 Licence shall become null and void

- 5.2. That the Superior Landlord's consent under this Licence 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 Licence shall apply to the Premises as altered in pursuance of this Licence 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 Licence 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 Licence 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 Licence 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 Licence

## **6. The Works**

- 6.1. Immediately upon the making of this Licence 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 Licence 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 Licence is granted exclusively to the Trustees who shall not assign underlet charge or otherwise deal in any way with the benefit of this licence 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 Licence

## **7. Grant of Underlease**

- 7.1. Subject to the terms of this Licence 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 Tenant being ready and willing to complete the Underlease and perform its other obligations under this Licence 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 or at such other place as the Landlord's solicitors shall reasonably require
- 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 Licence 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 Licence



## **8. Indemnities**

With effect from the date of this Licence 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 Licence 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 10<sup>th</sup> 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 Licence with notice of the terms and conditions contained in the same and who shall raise no objection requisition or inquiry 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 Licence)
- 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 Licence 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 Licence comply with and indemnify the Landlord in respect of any liability under any Restrictions (whether made before or after the date of this Licence)

#### **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 Licence 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 Licence
- 10.2. No immaterial error omission or misstatement in this Licence or in any plan of the Site referred to in this Licence or in any statement made by any person prior to the making of this Licence shall in any way affect the obligations of the parties under this Licence 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 Licence
- 11.2. Any notice or other communication given or made in accordance with this Licence 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 Licence
- 11.3. Each party shall bear their own costs incurred in respect of the making of this Licence and the performance thereof
- 11.4. To the extent that they remain to be observed and performed all the provisions of this Licence shall continue in full force and effect notwithstanding completion of the Lease
- 11.5. This Licence embodies the entire understanding of the parties and there are no other arrangements between the parties relating to the subject matter of this Licence and no amendment or modification of this Licence 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 Licence 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 the parties hereto have caused their hands and seals to be hereunto  
affixed the day and year first above 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** )

(details to be inserted)

## FIRST SCHEDULE

### The Building Documents

Drawing 1- General layout plan (rev A)

Drawing 2 - Proposed Ground floor extension (rev A)

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

Planning permission - reference number 05/02564/FUL

Building regs - Application number 06/00871/OTHFP

Additional information and amendments - **none so far**

Building contract - **(to be defined)**

## **SECOND SCHEDULE**

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

#### **1. Approvals**

- 1.1. The Trustees shall use all reasonable endeavors 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 use all reasonable endeavors 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 Licence) or of any condition attached to any such Approval but subject to compliance by the Tenant with its 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**

- 2.1. The Trustees shall give to the Representatives reasonable notice of all site meetings which shall take place at the Site and shall permit the Representatives to be present at the same
- 2.2. The Trustees shall duly take into account any comments made by the Representatives at meetings in respect of any decisions made in relation to the Works
- 2.3. The Trustees shall take all reasonable steps to consult the 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 endeavors 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 Tenant 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 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



Date

2007

**WEST BERKSHIRE DISTRICT COUNCIL (1)**

- and -

**HUNGERFORD TOWN COUNCIL (2)**

- and -

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

**LICENCE FOR WORKS**

at Triangle Field Sports Ground

Priory Road

Hungerford

Berkshire

File: L100660

## LICENCE TO SUBLET

Please keep this form until the Agreement can be deleted, at which time return it to the Typing Pool and the document can then be removed from the system.

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**BETWEEN:** WEST BERKSHIRE DISTRICT COUNCIL  
and

**APPLICANT(S):** HUNGERFORD TOWN COUNCIL  
and  
TRUSTEES OF HUNGERFORD RUGBY CLUB

**FILE REFERENCE:** L100660

**DOCUMENT NAME:** word/triangle field – licence to sublet (Hungerford Town Council)

**DATE TYPED:** 24<sup>th</sup> January 2007  
25<sup>th</sup> January 2007 (amendments)  
13<sup>th</sup> February 2007 (amendments)

**ENGROSSED:**

**TYPIST:** Hannah

**ORIGINATOR:** Annette

**DELETE:** YES/NO

**BETWEEN:**

- NOW THIS DEED WITNESSES** as follows:-

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

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

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

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

**1.4. 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

**1.5. '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 edged red on the plan attached to the draft Underlease forming part of the Premises

**(CAR PARK?)**

**(Plan to be approved)**

**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. 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

**1.14. References to Statutes**

**1.14.1. 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

**1.14.2. 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**

The Lease contains provisions prohibiting the subletting of the Premises without the licence of the Landlord, and 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

## **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

## **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

**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. 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 **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 (                      ) months after the date of this Licence and otherwise in accordance with it, then the provisions of this Licence (except for clause 5.6) 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 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** )

**(details to be inserted)** )

DATED

2007

**WEST BERSKIRE DISTRICT COUNCIL (1)**

and

**HUNGERFORD TOWN COUNCIL (2)**

and

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

**LICENCE TO SUBLET**

part of Triangle Field  
Priory Road  
Hungerford  
Berkshire

File: L100660

**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 Plan A annexed hereto and as more particularly delineated on Plan B 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 green 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

**(Council's position reserved pending receipt of further information)**

#### **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

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 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

5.5.4 Without prejudice to the generality of the above to comply in all respects with the provisions of any statutes and any other obligations imposed by law or by any bylaws applicable to the Premises or in regard to carrying on the trade or business for the time being carried on the Premises

5.5.5 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 applications**

Not to make any application for any planning consent 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**

Not to ~~mortgage charge~~ 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 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

#### **5.10 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**

- 1.1 For the first seven years of the Term the yearly rent of **TEN POUNDS**
- 1.2 For the next seven years of the Term either the yearly rent reserved in sub-clause 1.1 hereof or such sum as shall represent a fair rental value of the Premises at the review date whichever is the higher
- 1.3 For the next seven years of the said term either the yearly rent reserved in sub-clause 1.1 hereof or that in sub-clause 1.2 hereof or a fair rental value of the Premises at the review date whichever is the higher

AND the said rents shall in all cases be paid annually in advance on the first day of April in every year **PROVIDED** that for the purposes of sub-clauses 1.2 and 1.3 hereof it is hereby agreed that the following definitions and provisions shall apply namely:-

- 1.4 The expression "review date" means the expiration of the seventh year of the said term or the expiration of the fourteenth year of the said term as the context requires for the purpose of ascertainment of the fair rental value under sub-clauses 1.2 or 1.3 hereof respectively
- 1.5 The fair rental value shall be determined in the manner following that is to say it shall be such annual sum as shall be:-
  - 1.5.1 specified in a notice in writing signed by or on behalf of the Landlord and served in accordance with the provisions of clause 4.2 hereof before the beginning of a clear period of one year immediately preceding the review date or
  - 1.5.2 agreed between the parties before the expiration of six months immediately after the date of posting of such notice as aforesaid in substitution for the said sum or
  - 1.5.3 determined at the election of the Trustees (to be made by counter-notice in writing served by the Trustees upon the Landlord not later than the expiration of the said six months) by an independent Surveyor appointed for that purpose by the parties jointly in writing or upon their failure to agree upon such appointment within one month immediately after the date of service of the said counter-notice then by an independent Surveyor appointed for that purpose on the application of either party alone by the President for the time being of the Royal Institution of Chartered Surveyors and in either case in accordance with the provisions of the Arbitration Act 1996

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

Mayor

Town Clerk

SIGNED as a Deed by )  
)  
in the presence of )



## LICENCE

Please keep this form until the Agreement can be deleted, at which time return it to the Typing Pool and the document can then be removed from the system.

It is important that this is carried out so that the system does not become bogged down with old and disused documents and your co-operation would be appreciated.

**BETWEEN:** WEST BERKSHIRE DISTRICT COUNCIL  
  
and  
  
**APPLICANT(S):** HUNGERFORD TOWN COUNCIL  
  
and  
  
TRUSTEES OF HUNGERFORD RUGBY CLUB  
  
**FILE REFERENCE:** L100660  
  
**DOCUMENT NAME:** word/triangle field – licence for works (strikeout)  
  
**DATE TYPED:** 23<sup>rd</sup> January 2007  
24<sup>th</sup> January 2007 (amendments)  
25<sup>th</sup> January 2007 (amendments)  
  
**ENGROSSED:**  
  
**TYPIST:** Hannah  
  
**ORIGINATOR:** Annette  
  
**DELETE:** YES/NO

A LICENCE AN AGREEMENT made the                      day of                      20075

Between:

(1) WEST BERKSHIRE DISTRICT COUNCIL of Council Offices Market Street Newbury  
Berkshire RG14 5LD ("the Superior Landlord")

(24) HUNGERFORD TOWN COUNCIL of Council Offices Crown Passage 23 High Street  
Hungerford Berkshire RG17 0NF ("the Landlord")

(32) (Steve Mills Martin Simons Andy Sparkes & Ralph Wellard)

being the Trustees as at the date hereof of Hungerford Rugby Club ("the  
Trustees~~Tenant~~")

**WHEREBY IT IS AGREED** as follows:-

**1. Particulars Definitions and Interpretation**

In this LicenceAgreement:

- 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  
  
(~~supply P~~plan awaited for approval)
- 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 LicenceAgreement 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" ~~m~~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~~tenant 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~~~~agreements~~ 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

1.122. "Landlord's Representative" means the duly authorised officer of the Landlord as shall first have been notified in writing to the ~~Trustees~~~~enant~~

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

1.153. Words importing one gender shall be construed as importing any other gender

1.164 Words importing the singular shall be construed as importing the plural and vice versa

1.175 The clause and paragraph headings in the body of this ~~Licence~~~~agreement~~ and in the schedules do not form part of this ~~Licence~~~~agreement~~ and shall not be taken into account in its construction and interpretation

## **2. Superior Landlord's Consent**

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 Licence

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

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

3.2. The Trustees also covenant to:-

3.2.1. Provide such information to the Superior Landlord (and the 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 Licence have been performed and

3.2.2. To notify 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 Licence

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

4.3. If so required by the Superior Landlord to reinstate the Site at the end of the Headlease (howsoever determined) at the Landlord's own expense in such manner as the Superior Landlord shall direct and the Landlord's complete satisfaction

### **5. Declaration**

5.1. That if the Works are not completed within ( ) 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 Licence shall become null and void

5.2. That the Superior Landlord's consent under this Licence 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 Landlord herein contained shall be deemed to be incorporated in the Lease and the terms and conditions of the Lease as varied by this Licence shall apply to the Premises as altered in pursuance of this Licence 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 Licence 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 Licence 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 Licence 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 Licence

## **62. The Works**

62.1. Immediately upon the making of this Licence~~agreement~~ vacant possession of the Site shall be given to the Trustees~~Tenant~~ and the Trustees~~enant~~ 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 Licence

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

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

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

6.3.2.2.3. In accordance with the Building Documents and

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

6.42.3. The right of occupation granted by this Licence~~Agreement~~ is granted exclusively to the Trustees~~enant~~ who shall not assign underlet charge or otherwise deal in any way with the benefit of this licence~~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 Trusteesenant

6.52.4. The Trusteesenant 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

6.62-5. 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 Trusteesenant under this LicenceAgreement

## **7. Grant of Underlease**

73.1. Subject to the terms of this LicenceAgreement and to the Trustees'enant's compliance with the **Fourth** Schedule (should this be Second Schedule?) the Landlord shall grant the UnderlLease and the Trusteesenant shall accept the UnderlLease and the Trusteesenant shall execute a counterpart of it

73.2. At any time on or after the Completion Date either the Landlord or the Tenant being ready and willing to complete the UnderlLease and perform its other obligations under this Licenceagreement may (but without prejudice to any other available right or remedy) by notice to the other invoke the provisions of clause 73.3

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

73.4. The UnderlLease shall be completed on the Completion Date at the offices of the Landlord or at such other place as the Landlord's solicitors shall reasonably require

73.5. The Landlord hereby undertakes with the Trusteesenant 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

- 73.6. The Licenceagreement 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 Licenceagreement

#### 8.4 Indemnities

With effect from the date of this LicenceAgreement the Trusteesenant shall indemnify the Landlord against

- 8.1.4.2. 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

- 84.2. 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

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

- 84.4. All actions costs claims demands and liability whatever in relation to any failure by the Trusteesenant to comply with its obligations under this LicenceSchedule or with the terms of any Consent (**needs to be re-defined 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

**95. Title**

95.1. The Landlord's title to the Site consists of the lease dated 10<sup>th</sup> 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 Trusteesenant who enters into this LicenceAgreement with notice of the terms and conditions contained in the same and who shall raise no objection requisition or inquiry in respect of any matter contained or referred to therein

95.2. The Trusteesenant shall hold the Site and the Premises pursuant to clause 62 and the Premises shall be demised pursuant to clause 73 subject to all (if any) Restrictions (in existence at the date of this Licenceagreement)

95.3. 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

95.4. The Trusteesenant acknowledges that its obligations under this Licenceagreement 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 Trusteesenant shall with effect from the date of this Licenceagreement comply with and indemnify the Landlord in respect of any liability under any Restrictions (whether made before or after the date of this Licenceagreement)

**106. Misrepresentations etc**

106.1. The Trusteesenant hereby acknowledges that no agent adviser or other person acting for the Landlord has at any time prior to making of this Licenceagreement been authorised by the Landlord to make to the Trusteesenant or to any agent adviser or

other person acting for the ~~Trustees~~enant 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 ~~Licence~~agreement

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

#### 117. **General Conditions**

117.1. 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 ~~Licence~~Agreement

117.2. Any notice or other communication given or made in accordance with this ~~Licence~~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 ~~Licence~~Agreement

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

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

117.5. This ~~Licence~~Agreement embodies the entire understanding of the parties and there are no other arrangements between the parties relating to the subject matter of this

~~Licence~~agreement and no amendment or modification of this ~~Licence~~Agreement shall be valid or binding on any party unless the same:

~~117.5.1.~~ ~~i~~is made in writing

~~117.5.2.~~ ~~r~~efers expressly to this ~~Licence~~Agreement and

~~117.5.3.~~ ~~i~~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 the parties hereto have signed this Agreement the day and year first  
before written

IN WITNESS whereof the parties hereto have caused their hands and seals to be hereunto  
affixed the day and year first above 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** \_\_\_\_\_ )

(details to be inserted)

## FIRST SCHEDULE

### The Building Documents

Drawing 1- General layout plan (rev A)

Drawing 2 - Proposed Ground floor extension (rev A)

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

Planning permission - reference number 05/02564/FUL

Building regs - Application number 06/00871/OTHFP

Additional information and amendments - **none so far**

Building contract - **(to be defined)**

~~(Letter from council for approval to build)~~

## SECOND SCHEDULE

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

#### 1. Approvals

- 1.1. The ~~Trusteesenant~~ shall use all reasonable endeavors 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 ~~Trusteesenant~~ use all reasonable endeavors to procure that none of the Approvals is revoked and that all Approvals continue in full force and effect
- 1.3. The ~~Trusteesenant~~ 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 Licenceagreement) or of any condition attached to any such Approval but subject to compliance by the Tenant with its 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

- 2.1. The ~~Trusteesenant~~ shall give to the ~~Landlord's Representatives~~ reasonable notice of all site meetings which shall take place at the Site and shall permit the ~~Landlord's Representatives~~ to be present at the same
- 2.2. The ~~Trusteesenant~~ shall duly take into account any comments made by the ~~Landlord's Representatives~~ at meetings in respect of any decisions made in relation to the Works
- 2.3. The ~~Trusteesenant~~ shall take all reasonable steps to consult the ~~Landlord's 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~~tenant hereby agrees 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~~tenant hereby agrees to use all reasonable endeavors 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 Tenant shall:-

- 3.1. ~~S~~upply 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. ~~N~~otify the 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. ~~N~~otify the Landlord of any notices received by the ~~Trustees~~tenant (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** etc.

Date 2007

WEST BERKSHIRE DISTRICT COUNCIL (1)

- and -

HUNGERFORD TOWN COUNCIL (2)

- and -

TRUSTEES OF HUNGERFORD RUGBY CLUB (3)

LICENCE

for the parcel of land situate  
at Triangle Field Sports Ground

Priory Road

Hungerford

Berkshire

File: L100660