



Hungerford RFC Clubhouse Project Update

23rd July 2007

Dear Sir/Madam,

The Rugby Club is about to embark on the building of a clubhouse which will adjoin the existing changing rooms at the Triangle field. We want to ensure that parties which either utilize the facilities or may be affected by the works are kept abreast of the plans to hopefully minimize any disruption.

The new clubhouse will be a community facility and from a Rugby club perspective it will provide a base for the Rugby club and to help it grow. This growth will hopefully include junior rugby for which a recent trial has proved extremely popular. The build project will probably take around a year and will hopefully start within the next week. The finished building will provide an enhanced facility for the town and hopefully one that all of the users of the triangle field can benefit from.

There will be some disruption during the course of the build, this will mainly be around the area of the clubhouse during the building of the shell and then around the car park and triangle field entrance which will take place towards the end of the project.

The rough order of work is as follows:

- ✦ Re-locate the cess pit (currently located under the location of the clubhouse)
- ✦ Dig foundations and lay concrete base including some landscaping
- ✦ Walls, roof, doors & windows
- ✦ Interior fit out including changing room reworking
- ✦ Car park and entrance work enhancements

We will be striving to ensure that the site remains a safe and functional environment throughout this period. If you have any concerns or issues please do not hesitate to contact myself or Jeremy Smeddle.

Regards

Martin Digweed (Clubhouse Project Manager)

Contact details: Mobile: 0771 368 4508, e-mail: Martin.digwed@harris.com

Jeremy Smeddle ((Rugby Club Chairman)

Contact details: Mobile: 01488 657839, e-mail: jeremy.smeddle@gb.unisys.com

Hannah Stanley

From: Hannah Stanley
To: Sue Crampton
Cc:
Subject: triangle field invoice no 24000114
Attachments:

Sent: Wed 25/07/2007 09:08


Sue,


Michele Sherman has raised an invoice for Triangle Field on behalf of Annette Thomas.


Please could you send the invoice to me for posting when ready.

Thanks

Hannah Stanley
SSA/Legal and Electoral Services
West Berkshire District Council
Council Offices
Market Street
Newbury RG14 5LD

 01635 519584 (*external*)

 2584 (*internal*)

 01635 519431



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Order | Invoice | Delivery | Details | Setup | Info | Notes

OrderNo

Trustees of Hungerford Rugby Club, Tree House 1 Park Street

	Pos	Product	Description	Unit	Quantity	Unit price	Net. curr. amt	S
1	1	LEGALFEEST	Legal Fees	EA	1.00	550.00	550.00	N
2	1		Legal Costs relating to Hungerford Rugby Club					
3	1		Triangle Field Hungerford Berkshire					
4								
5								
6								
7								
8								
9								
10								
11								
12								
Σ					1.00		550.00	

24 000 114

See Campion Review

house order no.

Pos	Product	Description	Unit	Quantity	Unit price	Net. curr. amt	S
1	LEGALFEEST	Legal Fees	EA	1.00	550.00	550.00	N
1		Legal Costs relating to Hungerford Rugby Club					
1		Triangle Field Hungerford Berkshire					

1.00

550.00

2 4000114

You replied on 18/07/2007 08:56.

Hannah Stanley

From: david.small@clmsolicitors.co.uk
[david.small@clmsolicitors.co.uk]

Sent: Tue 17/07/2007 17:14

To: Hannah Stanley

Cc:

Subject: RE: Triangle Field Hungerford

Attachments:

Assets Code
46430 To 50w

Hi Hannah, all we need is an invoice for Annette's legal costs in the agreed sum of £550, to be addressed to the Rugby Club trustees whose names are on the documentation - this can be sent here c/o Charles Lucas & Marshall and I will get a cheque for you.

If you need any further info please ring - best number always the mobile 0771 3094759.

David

From: Hannah Stanley [mailto:HStanley@westberks.gov.uk]

Sent: 17 July 2007 16:09

To: david.small@clmsolicitors.co.uk

Subject: Triangle Field Hungerford

Importance: High

215476

David,

Please could you let me have urgently the details for the invoice you require.

As soon as I have these details I can sort out the raising of the invoice.

Regards

Hannah Stanley
SSA/Legal and Electoral Services
West Berkshire District Council
Council Offices
Market Street
Newbury RG14 5LD

☎ 01635 519584 (external)

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From: Hannah Stanley
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Attachments:

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MEMORANDUM

To:	Colin Broughton – Estates Officer	Your Ref:	
From:	Annette Thomas – Principal Solicitor	Our Ref:	ACT/HS/L100660
Ext:	2341	Date:	16 July 2007

Triangle Field Hungerford

Colin,

I confirm the Agreement for Licence and Lease have been completed. Copies are attached. The originals will be kept in the safe.

I shall not close my file as the Lease will need to be granted in about a year's time which is the construction period allowed for the works approved under the Licence.

Thanks.

Annette Thomas
Principal Solicitor (Property & Commercial)

Att.

Hannah Stanley

From: david.small@clmsolicitors.co.uk
 [david.small@clmsolicitors.co.uk]
To: Hannah Stanley
Cc:
Subject: RE: Triangle Field Hungerford
Attachments:

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This message has been scanned for viruses by MailController.

16 July 2007

Mr David Small
Messrs Charles Lucas & Marshall
Solicitors
DX 47102
Hungerford

Legal and Electoral Services
West Berkshire District Council
Council Offices
Market Street Newbury
Berkshire RG14 5LD

Our Ref: ACT/HS/L100660
Your Ref: DAGS.BS.HTC.HUN 77-1
Please ask for: Miss A. Thomas
Direct Line: 01635 519341
Fax: 01635 519431
e-mail: athomas@westberks.gov.uk

Dear David

Triangle Field Hungerford

Thank you for your letter of 12th July 2007 and I refer to our telephone conversation of 13th July 2007 when I confirmed the documents had been executed by the Council which I have also dated 13th July 2007 as agreed.

I enclose two parts of the Licence and Agreement and note that you will arrange for one set to be sent to the Rugby Club.

I shall arrange for an invoice to be raised shortly.

Finally, I wish you well in your retirement and when responding perhaps you could please let me know who in your office will be dealing with this matter as I am conscious the Council will need to be notified once the Lease is granted to the Rugby Club.

Yours sincerely

Miss Annette Thomas
Principal Solicitor (Property & Commercial)

Enc.

ATTENDANCE NOTE

File No.: L100660

Date: 13 July 2007

Subject: Triangle Field Hungerford

ACT telephoning David Small and confirming that the documents had been executed and we could agree to date them 13th July 2007.

I confirmed that they would be sent by DX on Monday 16th July 2007.

David Small also reminded me that an invoice would need to be sent.

Our Ref: DAGS.BS.HTC.HUN 77-1

Your Ref: ACT.HS.L100660

12 July 2007

Miss A Thomas
Principal Solicitor (Property and Commercial)
West Berkshire District Council

DX 30825 NEWBURY

**Charles Lucas
& Marshall**
Address 28 High Street
Hungerford
Berkshire
RG17 0NF
Tel (01488) 682506
Fax (01488) 684780
(01488) 684824
DX 47102
HUNGERFORD

Dear Annette

Triangle Field Hungerford

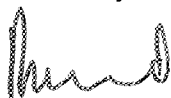
I am pleased to enclose the three engrossed Agreements and Licences, all duly executed by Hungerford Town Council and by the Rugby Club Trustees.

Manuscript amendments were necessary in relation to clause 6.1 of the Licence and clause 5.1 of the Agreement as regards the increase to one year of the construction period. As regards execution on the final pages, some of the Club Trustees entered their addresses by mistake in the spaces provided for the witnesses' address, but the offending details have been deleted and I hope this is satisfactory. The witness in each case was Martin Digweed of 2 Homefield Way, Hungerford.

I hope that we can now proceed to an exchange of Agreements and look forward to hearing from you as soon as the documentation has been executed on behalf of West Berkshire Council.

Thank you again for all your assistance throughout.

Yours sincerely

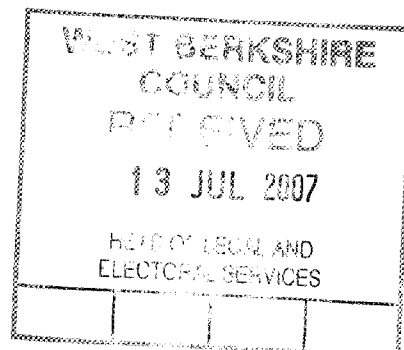


David Small

Managing Partner Partners P F Graham
S McMin
L M C Parker
H. Ellins
D A G Small
P Trincas
M Poynter
M V Berrett
D Thomas
H M Amin
B H Chandler
Associates M T Sarnowski
M Overend
R G Mead
N Angel
N Wharry
S E Hamshaw
C R Davies
M C Verney
J M Thomas
Consultant C J Ball
Accountant R. Talbot ACA

Other Offices at Newbury
Tel (01635) 521212
Fax (01635) 37784
Swindon
Tel (01793) 511055
Fax (01793) 610518
Wantage
Tel (01235) 771234
Fax (01235) 772234

Website www.clmsolicitors.co.uk
e-mail ask@clmsolicitors.co.uk



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Hannah Stanley

From: Hannah Stanley **Sent:** Mon 02/07/2007 14:58
To: dagsmall@hotmail.com; david.small@clmsolicitors.co.uk
Cc: Annette Thomas; Colin Broughton
Subject: Triangle Field Hungerford
Attachments:  [hungerford triangle - agreement for lease - 02-07-07.doc\(59KB\)](#)

Sent on behalf of Annette Thomas

Dear David,

I attach my responses to your email and refer to our telephone conversation this afternoon.

I also attach revised Agreement reflecting my comments which hopefully are agreed.

Could you please email final version of Headlease to reflect amendment regarding insurance provisions and comments made by me in point 2 above.

Regards

Annette

From: David Small [mailto:dagsmall@hotmail.com]
Sent: Sun 01/07/2007 15:30
To: Annette Thomas
Cc: mdigweed@harris.com; gkoddjob@yahoo.co.uk
Subject: RE: Triangle Field Hungerford

Many thanks Annette.

The other minor points are

1 Details of the Headlease to be inserted in clause 1.8 of the draft underlease - the date was 10.9.92 for a period of 50 years from that date.
Agreed

2. Insurance of the new building - the terms of the RFU's loan require the Club to insure it - I think the Town Council's insurance company has said the same thing - clause 3.6 of the underlease therefore need to be changed to reflect this.

Noted. This is agreed by the District Council provided the Sublease imposes the same obligations on the Club (in relation to the Clubhouse/ancillary facilities) as those contained in the Headlease (clause 2.13). I look forward to receiving revised wording.

3 Clause 6.5 of the Agreement says that all the Club can do with the site is carry out the Works - the site as defined in clause 1.1 includes the existing building and the car park which means that the club wouldn't be able to use the existing changing rooms and car park for rugby matches !!
 Do we need clause 6.5 at all?
On reflection, I think this can be deleted as it is already addressed in clause 6.1.

4 Clause 7.4 of the Agreement is wrong - the Completion Date means the date of practical completion of the Works, after which notice is given under 7.3 and the underlease is then completed within 15 working days - so completion of the underlease can't take place on the Completion Date !! Once again can we not simply delete 7.4?

Agreed

5 On pages 8 and 9 of the Agreement, clauses 2.3.3 and 3.1 there are references to a Building Contract and Building Contractor which need to be deleted as the contract consists of several quotes with different contractors - I think that we can delete 2.3.3 as 2.3.2 covers the position adequately anyway, as regards 3.1 this can simply require the Trustees to ensure that all of the contractors engaged to carry out the Works on behalf of behalf of the Trustees maintain all necessary insurance at all times.

Agreed

I hope these suggestions are Ok with you and will ring you on Monday morning to go through them with you.

Regards
David

>From: "Annette Thomas" <AThomas@westberks.gov.uk>
>To: <dagsmall@hotmail.com>
>CC: "Colin Broughton" <CBroughton@westberks.gov.uk>,"Hannah Stanley"
><HStanley@westberks.gov.uk>
>Subject: Triangle Field Hungerford
>Date: Fri, 29 Jun 2007 16:11:06 +0100
>
>Dear David,
>
>Following your telephone call today I confirm I have spoken to Colin who
>has confirmed he would be prepared to accept a construction period of 12
>months.
>
>I note there are other minor issues which you wish to raise and you will e
>mail me accordingly.
>
>Regards
>
>Annette.
>
>
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>This e-mail and any files transmitted with it are intended solely for
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AN AGREEMENT 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 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 the Site and includes all roads, all pipes, wires, cables and other

1.8. "Adjoining Owners" means

1.9. "the Completion Date" means

1.10. "the Underlease" means the lease commencing on the Completion Date, as annexed and initialed by or on behalf of

1.11. "Restrictions" means any restrictions, registered or capable of registration, in relation to the Site, including resolutions, demands, prohibitions, directions or other matters affecting the Works served or made by a person under any statute or any regulation

1.12. "Landlord's Representative" means a person who shall first have been notified in writing by the Landlord

1.13. "Superior Landlord's Representative" means the Superior Landlord as shall first be notified in writing by the Landlord

1.14. "The Representatives" means the Landlord's Representative and the Superior Landlord's Representative

1.15. Words importing one party shall import the other

1.16. Words importing the singular shall import the plural and vice versa

1.17. The clause and paragraphs and schedules do not form part of the Agreement for the purposes of construction and interpretation

2. Landlords' Consents

2.1. The Superior Landlord and the Landlord's Trustees and

2.2. The Landlord HEREBY agrees to carry out the Works in accordance with this Agreement

3. Trustees' Covenants

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~~

6.5. 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 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~~

7.45. 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

7.56. 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 16th April 2007, Heritage Roofing 21st February 2007, Chelworth Windows & Conservatories 9th March 2007, Dashwood Construction Limited 8th 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

(David Small to amend)

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

Trustees

Hannah Stanley

From: Annette Thomas
To: Hannah Stanley
Cc:
Subject: FW: Triangle Field Hungerford
Attachments:

Sent: Mon 02/07/2007 10:46

From: David Small [mailto:dagsmall@hotmail.com]
Sent: Sun 01/07/2007 15:30
To: Annette Thomas
Cc: mdigweed@harris.com; gkoddjob@yahoo.co.uk
Subject: RE: Triangle Field Hungerford

Many thanks Annette.

The other minor points are

- 1 Details of the Headlease to be inserted in clause 1.8 of the draft underlease - the date was 10.9.92 for a period of 50 years from that date
- 2 Insurance of the new building - the terms of the RFU's loan require the Club to insure it - I think the Town Council's insurance company has said the same thing - clause 3.6 of the underlease therefore need to be changed to reflect this
- 3 Clause 6.5 of the Agreement says that all the Club can do with the site is carry out the Works - the site as defined in clause 1.1 includes the existing building and the car park which means that the club wouldn't be able to use the existing changing rooms and car park for rugby matches !! Do we need clause 6.5 at all ?
- 4 Clause 7.4 of the Agreement is wrong - the Completion Date means the date of practical completion of the Works, after which notice is given under 7.3 and the underlease is then completed within 15 working days - so completion of the underlease can't take place on the Completion Date !! Once again can we not simply delete 7.4?
- 5 On pages 8 and 9 of the Agreement, clauses 2.3.3 and 3.1 there are references to a Building Contract and Building Contractor which need to be deleted as the contract consists of several quotes with different contractors - I think that we can delete 2.3.3 as 2.3.2 covers the position adequately anyway, as regards 3.1 this can simply require the Trustees to ensure that all of the contractors engaged to carry out the Works on behalf of behalf of the Trustees maintain all necessary insurance at all times.

I hope these suggestions are Ok with you and will ring you on Monday morning to go through them with you.

Regards
 David

>From: "Annette Thomas" <AThomas@westberks.gov.uk>
 >To: <dagsmall@hotmail.com>

>CC: "Colin Broughton" <CBroughton@westberks.gov.uk>,"Hannah Stanley"
><HStanley@westberks.gov.uk>
>Subject: Triangle Field Hungerford
>Date: Fri, 29 Jun 2007 16:11:06 +0100
>
>Dear David,
>
>Following your telephone call today I confirm I have spoken to Colin who
>has confirmed he would be prepared to accept a construction period of 12
>months.
>
>I note there are other minor issues which you wish to raise and you will e
>mail me accordingly.
>
>Regards
>
>Annette.
>
>
>Disclaimer
>This e-mail and any files transmitted with it are intended solely for
>the use of the intended individual or entity to whom they are addressed. If
>you
>have received this e-mail in error (a) please tell us immediately and
>(b) take no action based on it, nor copy or show it to anyone.
>
>The views and opinions expressed in this e-mail are personal to the
>sender and do not represent the positions and policies of West Berkshire
>Council.
>
>Although this e-mail and its attachments have been screened and are
>believed to be free from any virus, it is the responsibility of the
>recipient to ensure that they are virus free. This Authority will not
>accept liability for any damage caused by a virus.

Tell Hotmail about an email that changed your life!
<http://www.emailbritain.co.uk/>

Hannah Stanley

From: Annette Thomas

Sent: Fri 29/06/2007 16:11

To: dagsmall@hotmail.com

Cc: Colin Broughton; Hannah Stanley

Subject: Triangle Field Hungerford

Attachments:


Dear David,

Following your telephone call today I confirm I have spoken to Colin who has confirmed he would be prepared to accept a construction period of 12 months.

I note there are other minor issues which you wish to raise and you will e mail me accordingly.

Regards

Annette.

 The sender of this message has requested a read receipt. [Click here to send a receipt.](#)

Hannah Stanley

From: Hannah Stanley
To: dagsmall@hotmail.com
Cc: Annette Thomas; Colin Broughton
Subject: Triangle Field, Hungerford - Rugby Club
Attachments:

Sent: Fri 29/06/2007 14:28

Sent on behalf of Annette Thomas

Dear David,

Thank you for your email of 27th June 2007.

I set out below in embolden my comments.

I look forward to receiving the documentation for execution by the Council.

Yours sincerely

Annette Thomas

From: David Small [mailto:dagsmall@hotmail.com]
Sent: Wed 27/06/2007 09:38
To: mdigweed@harris.com; richard@dealvarney.co.uk; stevemills36@hotmail.com; asparkes@pettifer.co.uk; martinsimons@yahoo.co.uk; rwellard@btinternet.com; BoultonBob@aol.com; jeremy.smeddle@gb.unisys.com
Cc: Annette Thomas
Subject: Triangle Field, Hungerford - Rugby Club

Dear All,

Just to summarise where we are -

- (1) latest (I hope final !) versions of the legal documentation attached
- (2) I and the Club trustees are meeting on Thursday evening to go through the documents once again and discuss any points raised by James Barnett and so that any recent amendments that any of the trustees haven't caught up with (NB they have all been agreed with Richard Deal) with can be explained
- (3) copies of the quotes have been sent to Annette Thomas at WBC and I will contact her prior to the meeting to ask if she is happy with them and if she has any other queries or suggested amendments
I have passed the information to Colin Broughton who has no further comment to make
- (4) if the trustees and Annette are happy to go ahead then the Agreement and the Licence need to be signed by the trustees and they can then be put before the Town Council for approval and signature at the TC meeting next Monday. I am including all Town Councillors who have email in the distribution list for this email so that any of them who want to comment or query any points prior to the TC meeting on Monday can do so. The only Councillor who doesn't have email is David Liddiard, could Margaret Wilson have a word with him perhaps?
- (5) the documents then have to be sent to Annette for signature on behalf of West Berkshire Council, and we can then formally complete and work on site can then start.

(6) NB the Underlease and the Legal Charge don't need to be signed yet - this has to wait until the building has been completed in compliance with the Agreement and the Licence.

(7) I will need a cheque from the Club to cover West Berks legal fees (£550) (not sure if VAT has to be added on, I will ask Annette)
No VAT will be charged.

(8) I have just updated the Agreement and Legal Charge - the Agreement to add the final quote for the entrance work to the Building Documents schedule, the Charge in order to add the names of the Trustees.

(9) The Licence has already been printed out for signature by Annette Thomas and sent to me. I will print out all the other documents as soon as the terms of them have been agreed and approved by all and sundry.

Hope this helps - I look forward to the meeting with the Club Trustees on Thursday evening. If anyone has any comments or queries please ring (0771 3094759) or email me as soon as possible.

Regards
David

Win tickets to the sold out Live Earth concert! <http://liveearth.uk.msn.com>


INTEROFFICE MEMORANDUM

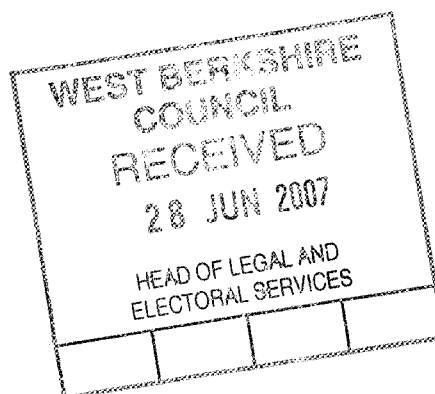
TO: ANNETTE THOMAS PRINCIPAL SOLICITOR
FROM: COLIN BROUGHTON ESTATES OFFICER
SUBJECT: TRIANGLE FIELD HUNGERFORD
DATE: 27/06/2007
cc:

Annette,

Further to your memo of 19 June 2007 with attached letter from David Small, I note the details of works proposed and have no comments to make.

Regards,


Colin



Attachments can contain viruses that may harm your computer. Attachments may not display correctly.

Hannah Stanley

From: Annette Thomas
To: Hannah Stanley
Sent: Wed 27/06/2007 09:40
Cc:
Subject: FW: Triangle Field, Hungerford - Rugby Club
Attachments: ☐ Agreement for lease 07.06.27.doc(43KB) ☐ Licence to underlet and charge 07.04.30.doc(78KB)
☐ Underlease 07.05.16.doc(82KB) ☐ RFU Legal Charge 07.06.27.DOC(57KB)

Please print and place on front of file.

From: David Small [mailto:dagsmall@hotmail.com]
Sent: Wed 27/06/2007 09:38
To: mdigweed@harris.com; richard@dealvarney.co.uk; stevemills36@hotmail.com;
 asparkes@pettifer.co.uk; martinsimons@yahoo.co.uk; rwellard@btinternet.com; BoultonBob@aol.com;
 jeremy.smeddle@gb.unisys.com
Cc: Annette Thomas
Subject: Triangle Field, Hungerford - Rugby Club

Dear All,

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- (2) I and the Club trustees are meeting on Thursday evening to go through the documents once again and discuss any points raised by James Barnett and so that any recent amendments that any of the trustees haven't caught up with (NB they have all been agreed with Richard Deal) with can be explained
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Hope this helps - I look forward to the meeting with the Club Trustees on Thursday evening. If anyone has any comments or queries please ring (0771 3094759) or email me as soon as possible.

Regards
David

Win tickets to the sold out Live Earth concert! <http://liveearth.uk.msn.com>

MEMORANDUM

To: Colin Broughton – Estates Officer
From: Annette Thomas – Principal Solicitor
Ext: 2341

Your Ref:
Our Ref: ACT/HS/L100660
Date: 19 June 2007

Triangle Field Hungerford

Colin,

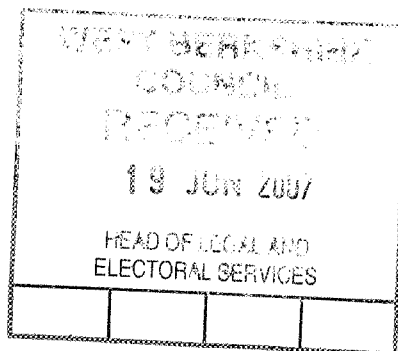
I attach letter and enclosures received from David Small. If you have any comments, please let me know.

Thanks.

Annette Thomas
Principal Solicitor (Property & Commercial)

Att.

Our Ref: DAGS.BS.HTC.HUN 77-1
Your Ref: ACT.HS.L100660
18 June 2007



**Charles Lucas
& Marshall**
28 High Street
Hungerford
Berkshire
RG17 0NF

Address

Tel (01488) 682506

Fax (01488) 684780
(01488) 684824

DX 47102
HUNGERFORD

Miss A Thomas
Principal Solicitor (Property and Commercial)
West Berkshire Council

DX 30825 NEWBURY

Dear Annette

Triangle Field Hungerford

Further to our most recent exchange of emails I now enclose copies of the quotes which the Club wish to accept as soon as Agreements have been exchanged so that work can start on the site.

- 1 Dashwood Construction 16/4/07 for the main building works, with insurance details attached
- 2 Dashwood Construction 8/6/07 for the entrance enlargement and improvement
- 3 Heritage Roofing 21/2/07 for the roofing work
- 4 Chelworth Windows and Conservatories for the windows and entrance door.

If you are happy with these then I will amend the 'Building Documents' schedule of the Agreement and then email this to you. Thereafter unless any further points might arise I will engross the Agreement with agreed draft Underlease and copies of all the Building Documents annexed and this will be presented to the Club Trustees and the Town Council for signature, along with the Licences enclosed with your last letter. The signed documentation will then be forwarded to you for execution on behalf of West Berkshire Council.

I look forward to hearing from you,

Best regards
Yours sincerely


David Small

Managing Partner Partners
P F Graham
S McMin
L M C Parker
H. Ellins
D A G Small
P Trincas
M Poynter
M V Berrett
D Thomas
H M Amin
B H Chandler

Associates
M T Samowski
M Overend
R G Mead
N Angel
N Wharry
S E Hamshaw
C R Davies
M C Verney
J M Thomas

Consultant C J Ball

Accountant R. Talbot ACA

Other Offices at
Tel Newbury
(01635) 521212
Fax (01635) 37784

Tel Swindon
(01793) 511055
Fax (01793) 610518

Tel Wantage
(01235) 771234
Fax (01235) 772234

Website www.clmsolicitors.co.uk
e-mail ask@clmsolicitors.co.uk

DASHWOOD CONSTRUCTION LTD

Martin Digweed
Hungerford Rugby Club
C/o 2 Homefield Way
Hungerford
Berkshire
RG17 0JY

12 Cromwell Place
NEWBURY
Berkshire
RG14 1AF
Tel: (01635) 580681
Fax: (01635) 580686

16th April 2007

DC-let-140207-824

Dear Martin

I have now had an opportunity to price the materials required for the foundations and superstructure of our new ruby club.

I have prepared a schedule of works roughly in the order of how they will need to be carried out and priced each phase.

1ST STAGE

1. Existing septic tank.

Pump out existing septic tank by another.

Excavate carefully around fibreglass tank so as not to damage to a dept of approximately 3.3 metres.

Disconnect the existing inflow and outflow pipe work.

Excavate a second trench approximately 4-6 metres from the Intended new building.

Reinstate septic tank and reconnect utilising existing pipe runs where possible.

Divert pipe work in manhole that falls in the new building to North side, the field side, create new drainage trench.

Reconnect existing pipe work into existing manhole.

Connect all existing flows into reinstated septic tank.

All trenches excavated to a depth of approximately 700mm.

25mm pea shingle bed and surrounding pea shingle.

Backfill and reinstate top soil.

Remove excess spoil to boundary embankment to be formed.

Backfill from septic tank location with rejects as already agreed with Building Control and level out.

Assuming existing septic tank can be reused.

All this work for a total cost of
(plus VAT if applicable)

£2,500.00

2. **Mark out location of new club House**
Excavate foundation trench 450 wide by 1 metre deep.
Make provision for any lateral or service pipe work.
Trench fill foundations to a depth of approximately 200mm
From existing ground level, making provision for service and
pipe work.
All spoil to be moved to form new embankment.

All this work for a total cost of
(plus VAT if applicable)

£2,750.00

3. Reduce ground levels approximately 2 metres beyond
foundations and all spoil to a depth of approximately
6 inches intended over site area.
Deposit topsoil a considerable location to new embankment
To be spread into as newly formed embankment and returned
field and ground.
New pavilion as necessary.
Construct foundations to DPC level in solid concrete blocks
And matching facing bricks.
DPC level anticipated two blocks from the foundation concrete
Works on the inside and one block and three courses of bricks
on the outside to PC level.
Fill oversite with minimum 100mm rejects hardcore.
Fit 100mm of thermal insulation.
Lay polythene DPM.
Fit reinforcing mesh.
Lay 100-150mm concrete oversite, pending Building Inspectors
requirements.
Making provisions for all services, pipe works and ducts.
Powerfloat finish to receive tiling or floor covering, to be agreed.

All this work for a total cost of:
(plus VAT if applicable)

£5,943.00

TOTAL COST OF 1ST STAGE
(PLUS VAT IF APPLICABLE)

£11,193.00

2ND STAGE

4. Superstructure

Construct superstructure to first level in matching facing bricks and insulation block work, leaving 100ml cavity filled with thermal insulation in accordance with Building Regs requirements.

Make provision for doors and windows.

Scaffold round and continue superstructure to plate level building in all insulation, wall ties and lintels as work proceeds.

Bed 100 x 50 under wall plate.

Leave scaffold in place ready for roof construction

N.B. No allowance has been made for window frames other than blanks or cavity closure units to be supplied by another.

TOTAL COST OF 2ND STAGE
(plus VAT of applicable)

£11,193.00



Yours sincerely
Paul Calder



SECTION 2 - EMPLOYERS LIABILITY

Limit of Indemnity. . . : £10000000

SECTION 3 - CONTRACTORS ALL RISKS

The Contract

Any contracts or works undertaken by the Insured in the course of the Business anywhere within the Territorial Limits where the estimated original contract price or original cost of works does not exceed £600000

The Property Insured

Sum Insured

Item 1. Contract Works	£600000 any one contract
Item 2. Own Plant	£20000
Item 3. Hired in Plant	£50000 any one item
Item 4. Employees Tools	NIL
Money Extension	Not Operative

Excesses

Employees Tools/Personal Effects	NIL
Theft/Malicious Act	£750
All Other Claims	£500

SECTION 4 - PERSONAL ACCIDENT

ENDORSEMENTS

The following endorsements are added -

INTERESTED PARTIES CLAUSE

The following are interested in the insurance of this Policy -

HSBC Bank Plc
Birmingham Securities
Processing Centre
P O Box 8042
Birmingham
West Midlands
B2 4NQ

The following endorsements are deleted -

The following endorsements remain in force -

F02
TR3 WAR AND TERRORISM COVER AMENDMENT CLAUSE
X01 EXCESS AMENDMENT CLAUSE
Y2K DATE RECOGNITION EXCLUSION CLAUSE
001 HAZARDOUS WORK EXCLUSION
099 HOUSING GRANTS CONSTRUCTION REGENERATION ACT 1996 CLAUSE



100 WOODWORKING MACHINERY EXCLUSION
103 HAZARDOUS LOCATION EXCLUSION

PLEASE KEEP THIS SCHEDULE SAFELY WITH YOUR POLICY DOCUMENTS

DASHWOOD CONSTRUCTION LTD

12 Cromwell Place
NEWBURY
Berkshire
RG14 1AF
Tel: (01635) 580681
Fax: (01635) 580686

8th June 2007

Martin Digweed
Hungerford Rugby Club
2 Homefield Way
HUNGERFORD
Berkshire
RG17 0JY

Re Hungerford Rugby Club, Entrance and Car Parking.

First Phase Work to include new entrance and Disabled Persons parking, coach parking and turning hammer-head; an entrance off Priory Road, with associated access improvements curbing and resurfacing.

Method Statement.

Advise Council of method of works. Put in place suitable signage, indicating road restrictions. Screen-off area as necessary.

Remove rubbish and undergrowth, reduce ground level to receiving new extended footpath at entrance to new drive to reduced ground levels. Install new curbing and footpath, install kerb to highway requirements. Lay 150 tarmacadam sub-base. Complete with 40 mm top-coat.

Disabled Car Parking. Remove sub-base to designated disabled parking area. Remove soil to designated locations Fit path edgings on concrete base, haunch-up to form disable and motor cycle parking; lay 150 mm suitable sub-base, type 1 material; level and lay similar top wearing course to match existing.

Area C, reduce ground levels, deposit spoil to designated areas, fit full concrete curbs on concrete base and haunch-up forming new coach parking area and hammer-head.

Lay and compact 150 mm, suitable sub-base type 1 material dress top with wearing course, stone or similar to match existing and make good, remove excess materials from site.

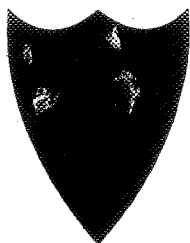
All this work for total cost of £5,940.00 (five thousand nine hundred and forty pounds) plus VAT where appropriate.

Subject to this price being acceptable, we will be in a position to carry out these works within 14 days of notice being given.

Yours faithfully



P. D. Calder



Heritage Roofing

Telephone: 01488 71117 Facsimile: 01488 71118
Email: mark@heritageroofing.co.uk

Heritage Roofing Ltd.,
Unit 8,
Loweseden Works,
Lambourn Woodlands,
Hungerford,
Berkshire, RG17 7RU

Mr R Boulton
The Maples
Wantage Road
Eddington
Hungerford
RG17 0PJ

21 February 2007

Ref: 5553/2007

QUOTATION

Dear Bob

Further to your recent enquiry we have pleasure in submitting the following:

Re: Hungerford Rugby Club

Extension roof – Area 225sq. metres (subject to re-measure –due to scale of drawings)

To supply and fix new Redland Regent interlocking concrete tiles to 25x50 treated battens on Tyvek Supro underlay. Ridge and hips to be completed using half and third ridge and hip tiles neatly bedded and pointed. Supply and fix code 4 lead flashing to chimney stack.

Budget Price £6000.00 + VAT

N.B. Yourselfs to provide all necessary scaffolding, skips and sand/cement. No allowance has been made for the supply and fix of any ventilation/insulation products.

Terms: Net 14 days from date of invoice
Fixed price until: 31.05.2007

We hope this quotation meets with your approval and await your further instructions

Yours sincerely

M HOLSMAN



Registered Office:
130 High Street, Hungerford, Berks RG17 0DL
CoNo: 2900600 VAT No: 639-4109-29
Director:- M.Holsman



National
Federation of
Builders



Kerry London Construction

Clare House, Worton Court
Worton Road, Isleworth
Middlesex TW7 5ER
Tel 020 8225 1166
Fax 020 8225 1160
www.kerrylondon.co.uk

TO WHOM IT MAY CONCERN

Our Ref: MA/ma HERIT-3/TPL

Dear Sirs,

25th April 2006

Re Heritage Roofing Ltd

We act as insurance brokers on behalf of the above named and are pleased to confirm cover has been arranged in accordance with the following details:

EMPLOYERS' LIABILITY

Insurer: Quinn-direct Insurance Ltd
Policy No: GED/COM/0003078
Expiry Date: 25/04/07

Limit(s) of Indemnity: £10,000,000 any one occurrence

Terms/ Conditions: £ 2,500 excess each and every loss
Bona Fide Sub-contractors warranty

PUBLIC/PRODUCTS LIABILITY

Insurer: Quinn-direct Insurance Ltd
Policy No: GED/COM/0003078
Expiry Date: 25/04/07

Limit(s) of Indemnity: £ 5,000,000 any one occurrence, unlimited in any policy period in respect of Public Liability but in the aggregate in respect of Products Liability

Cc it./P2

KERRY LONDON

Kerry London Construction is a trading name of Kerry London Ltd.
Registered Office: 87 Brookwood Road, London SW16 5EY, Reg. No. 2040819 (INC. 2410)
Authorised and regulated by the Financial Services Authority



Terms/ £2,500 Third Party Damage Excess
Conditions: Bona Fide Sub-contractors warranty
Height warranty – limit 15 metres
Heat warranty
Contractual Liability Inclusion clause
Asbestos Exclusion clause
Indemnity to Principals clause

The above information is correct as at the date above. Should you require any further information, then please do not hesitate to contact us

Yours faithfully,


Mark Appleford
Ker y London Ltd

CHELWORTH WINDOWS & CONSERVATORIES

Inlands Farm, The Marsh,
Lower Wanborough, Swindon, Wilts. SN4 0AS
Phone: 01793 790944 Fax: 01793 791348
www.chelworthconservatories.co.uk
VAT No. 685 5460 01

Martin Digwerd
Hungerford RFC
2 Homefield Way
Hungerford
Berks
RG17 0JY

9th March 2007

QUOTATION

Manufacture and install 6 windows in Rosewood coloured PVCu with Toughened safety glass, 1 single door in Rosewood coloured PVCu and 2 pairs of Brown Aluminium French doors.

Total price £5178.00
Plus VAT

Total price for fitting (If required) £859.00
Plus VAT

Please do not hesitate to contact me if you have any queries.
Steve.

Proprietors - Steve & Jan Richens



Certificate of Employers Liability Insurance

(Where required by regulation 5 of the Employers' Liability (Compulsory Insurance) Regulations 1998, one or more copies of this certificate must be displayed at each place of business at which the policy holder employs persons covered by the policy). In addition, in accordance with regulation 4 of the aforesaid Regulations, the policy holder must keep this certificate, or a copy thereof, for period of 40 years from the commencement date of this certificate.

Policy Number:

BRS3098192

**Name of Policyholder including all
Subsidiary companies if applicable
except any specifically excluded below:**

Mr Steve & Mrs Janet Richens t/a
Chelworth Windows & Conservatories

Excluded subsidiary companies:

None

Date of Commencement of Insurance Policy: 28th June 2006

Date of Expiry of Insurance Policy:

27th June 2007

We hereby certify that subject to paragraph 2:-

1. the Policy to which this certificate relates satisfies the requirements of the relevant law applicable in Great Britain, Northern Ireland, the Isle of Man, the Island of Jersey, the Island of Guernsey and the Island of Alderney ; and
2. the minimum amount of cover provided by this policy is no less than £5 million.

Signed on behalf of
The National Insurance and Guarantee Corporation Ltd.
(Authorised Insurers)



Managing Director