

MEMORANDUM

To: Colin Broughton - Estates Officer
From: Laura Cooper Martin - Legal Assistant
Ext: 2270

Your Ref:
Our Ref: LCM/L100660
Date: 15 April 2009

Re: Triangle Field, Hungerford

I attach certified copies of the Underlease and Legal Charge in this matter for your retention. I have placed our copies in deeds packet 1513.

Kind regards

Laura Cooper Martin
Legal Assistant

Laura Cooper-Martin

From: Laura Cooper-Martin
Sent: 15 April 2009 09:47
To: 'david@dagsmall.co.uk'
Subject: Triangle Field Hungerford

Dear Mr Small

Thank you for your letter dated 18th February with enclosures and apologise for our delay in acknowledging the same.

Kind regards

Laura Cooper Martin
Legal Assistant
West Berkshire Council

15/04/2009

DAVID SMALL
Solicitor
Property Management and Leasing
Dispute Resolution

Crown Passage, 23 High Street, Hungerford, Berkshire RG170NF
DX 47104 Hungerford Email David@dagsmall.co.uk
Tel/Fax 01488 684287 Mobile 0771 3094759
Regulated by the Solicitors Regulation Authority

Annette Thomas
Principal Solicitor (Property and Commercial)
West Berkshire Council

Your ref: DAGS

Our ref:

18 February 2009

DX 30825 NEWBURY

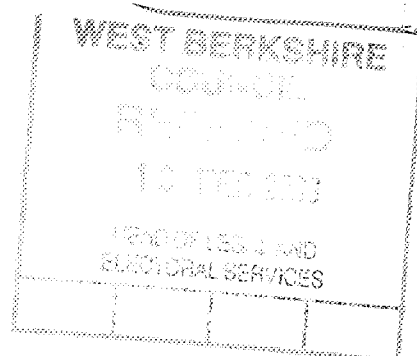
Dear Annette

Triangle Field, Hungerford

Thank you for your letter of 28th January. I apologise for not replying sooner to your earlier letter of 17th April and hasten to enclose certified copies as requested.

With kind regards,
Yours sincerely,


David Small



28 January 2009

Mr D Small
Solicitor
DX 47104
Hungerford

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

Our Ref: ACT/HS/L100660

Your Ref:

Please ask for: Miss A. Thomas

Direct Line: 01635 519341

Fax: 01635 519431

e-mail: athomas@westberks.gov.uk

By DX

Dear David

Triangle Field Hungerford

Further to our letter dated 17th April 2008 (copy attached) I note we have still not received the certified copy of the Underlease and a certified copy of the RFU's Charge.

I look forward to receiving the Underlease and Charge in due course.

Regards

Yours sincerely

Miss Annette Thomas
Principal Solicitor (Property & Commercial)

Att

17 April 2008

Mr D Small
Solicitor
DX 47104
Hungerford

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

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By DX

Dear David

Triangle Field Hungerford

Thank you for your letter dated 14th April 2008 enclosing a copy of the Underlease. However, I return the Underlease as it needs to be certified and also could you please insert relevant dates in clause 8.2 of the Underlease.

I look forward to receiving the return of the certified Underlease together with a certified copy of the RFU's Charge once this has been completed.

Regards

Yours sincerely

Miss Annette Thomas
Principal Solicitor (Property & Commercial)

Enc.

Hannah Stanley

From: Annette Thomas
Sent: 27 January 2009 16:31
To: Hannah Stanley
Subject: RE: Triangle Field

Thanks - please place the certified copy in the deed packet and a copy of the certified underlease in the file.

If you're unsure - please check with me.

From: Hannah Stanley
Sent: Tue 27/01/2009 16:30
To: Annette Thomas
Subject: Triangle Field

Annette





I have checked the above file as requested.

We received a letter from David Small dated 14th April 2008 (received 17th April 2008) enclosing a certified copy of the completed Underlease dated 8th April 2008. David Small sent the original to the solicitors acting for the RFU for registration.

Regards

Hannah

Hannah Stanley, Support Services Assistant

 Legal & Electoral Services, West Berkshire Council, Market Street, Newbury RG14 5LD
 (01635) 519584 (external)  2584 (internal)  (01635) 519431



Please consider the environment before printing this e-mail

27/01/2009

Hannah Stanley

From: Hannah Stanley
Sent: 27 January 2009 16:30
To: Annette Thomas
Subject: Triangle Field

Annette


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Hannah Stanley, Support Services Assistant

 **Legal & Electoral Services, West Berkshire Council, Market Street, Newbury RG14 5LD**


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 Please consider the environment before printing this e-mail

27/01/2009

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

Hannah Stanley

From: Hannah Stanley
To: Colin Broughton
Cc: Annette Thomas
Subject: Triangle Field
Attachments:  [17hannah - mr d small.doc\(27KB\)](#)

Sent: Thu 17/04/2008 12:42

Sent on behalf of Annette Thomas

Colin,

I attach letter which will be sent by DX today to Mr David Small.

I refer to our telephone conversation today and note you visited the building this week and noted plastering, internal fittings etc have not yet been completed, but you are satisfied with the quality of the building in its current state.

Regards

Annette

17 April 2008

Mr D Small
Solicitor
DX 47104
Hungerford

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

Our Ref: ACT/HS/L100660

Your Ref:

Please ask for: Miss A. Thomas

Direct Line: 01635 519341

Fax: 01635 519431

e-mail: athomas@westberks.gov.uk

By DX

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Regards

Yours sincerely

Miss Annette Thomas
Principal Solicitor (Property & Commercial)

Enc.

17 April 2008

Mr D Small
Solicitor
DX 47104
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Regards

Yours sincerely

Miss Annette Thomas
Principal Solicitor (Property & Commercial)

Enc.

ATTENDANCE NOTE

File No.: L100660

Date: 17 April 2008

Subject: Triangle Field

ACT speaking to Colin Broughton.

Colin Broughton had visited the clubhouse and the building had been erected although there were internal fittings to be completed. Colin was satisfied with the quality of the development.

DAVID SMALL

Solicitor

Property Management and Leasing

Dispute Resolution

Crown Passage, 23 High Street, Hungerford, Berkshire RG170NF

Tel / Fax 01488 680701 Mobile 0771 3094759

DX 47104 Hungerford Email David@dagsmall.co.uk

Regulated by the Solicitors Regulation Authority

Annette Thomas
West Berkshire District Council

DX 30825 NEWBURY

Your ref:

Our ref:

14 April 2008

Dear Annette

Triangle Field, Hungerford

Following our brief telephone conversation on Monday afternoon I am pleased to enclose a certified copy of the completed Underlease. The original has been forwarded to the solicitors acting for the Rugby Football Union for registration along with the RFU's charge, which should be completed within the next few days - I will let you know as soon as I have any further news.

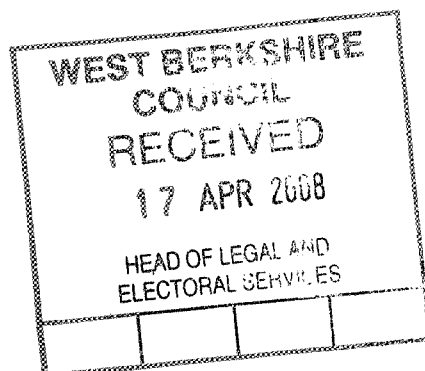
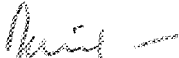
Regards and thanks again to you and Colin for all your help and support in this matter,

Yours sincerely



David Small

*I have received your email - charge yet to be completed - will
contact you again when done.*



Date: 8th April 2008

Parties:

(1) HUNGERFORD TOWN COUNCIL

Landlord

(2) ANDREW BRIAN SPARKES
STEVEN CHARLES MILLS
MARTIN ANDREW SIMONS
RALPH WELLARD
As Trustees of the Hungerford Rugby Club

Tenant

UNDERLEASE (COUNTERPART) relating to land and premises forming part of the Triangle Field, Hungerford, Berkshire

Term: 21 years from and including 8th April 2008

Rent: £10 per annum subject to review every seven years

David Small
Crown Passage, 23 High Street
Hungerford
Berkshire RG17 0NF

LAND REGISTRY PRESCRIBED CLAUSES

LR1. Date of lease

8th April 2008

LR2. Title number(s)

LR2.1 Landlord's title number

BK 305604

LR2.2 Other title numbers

None

LR3. Parties to this lease

Give full names, addresses and company's registered number, if any, of each of the parties. For Scottish companies use a SC prefix and for limited liability partnerships use an OC prefix. For foreign companies give territory in which incorporated.

Landlord

Hungerford Town Council of Town Council
Office, Hungerford Library, Church Street,
Hungerford, Berkshire RG17 0JG

Tenants

Andrew Brian Sparkes, Steven Charles Mills,
Martin Andrew Simons and Ralph Wellard, all
c/o Tree House, 1 Park Street, Hungerford,
Berkshire RG17 0EF

Other parties

None

LR4. Property

*Insert a full description of the land being leased
or*

*Refer to the clause, schedule or paragraph of a schedule in this lease
in which the land being leased is more fully described.*

*In the case of a conflict between this clause and the
remainder of this lease then, for the purposes of registration,
this clause shall prevail.*

See clause 1.3

*Where there is a letting of part of a registered title, a plan must be
attached to this lease and any floor levels must be specified.*

LR5. Prescribed statements etc.

*If this lease includes a statement falling within LR5.1, insert under
that sub-clause the relevant statement or refer to the clause, schedule
or paragraph of a schedule in this lease which contains the statement.*

LR5.1 Statements prescribed under rules 179
(dispositions in favour of a charity), 180 (dispositions
by a charity) or 196 (leases under the Leasehold
Reform, Housing and Urban Development Act 1993) of
the Land Registration Rules 2003.

In LR5.2, omit or delete those Acts which do not apply to this lease.

None

LR5.2 This lease is made under, or by reference to,
provisions of:

N/A

LR6. Term for which the Property is leased

*Include only the appropriate statement (duly completed) from the three
options.*

21 years from and including
2008

8th April

NOTE: The information you provide, or refer to, here will be used as
part of the particulars to identify the lease under rule 6 of the Land
Registration Rules 2003.

LR7. Premium

Nil

Specify the total premium, inclusive of any VAT where payable.

LR8. Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions.

*Include whichever of the two statements is appropriate.
Do not set out here the wording of the provision.*

LR9. Rights of acquisition etc.

Insert the relevant provisions in the sub-clauses or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.

LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land

- None

LR9.2 Tenant's covenant to (or offer to) surrender this lease

- None

LR9.3 Landlord's contractual rights to acquire this lease

- None

LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property

None

Insert the relevant provisions or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.

LR11. Easements

Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements.

LR11.1 Easements granted by this lease for the benefit of the Property

- See clause 3

LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property

- See clause 4

LR12. Estate rentcharge burdening the Property

None

Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the rentcharge.

LR13. Application for standard form of restriction

N/A

*Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction use this clause to apply for each of them, tell us who is applying against which title and set out the full text of the restriction you are applying for.
Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.*

LR14. Declaration of trust where there is more than one person comprising the Tenant

If the Tenant is one person, omit or delete all the alternative statements.

If the Tenant is more than one person, complete this clause by omitting or deleting all inapplicable alternative statements.

The Tenant is more than one person. They are to hold the Property on trust for themselves as joint tenants.

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: 8th April 2008

THIS UNDERLEASE is made the 8th day of April Two thousand and eight

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

1.4 The Permitted Use: use as a rugby football club clubhouse with licensed bar (subject to the provisions of clause 5.10.1.2)

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 8th April 2008

Definitions

1.8 The Headlease: the lease dated 10th September 1992 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 fifty years commencing on 10th September 1992 on and subject to the rents covenants and conditions reserved by and contained in the Headlease

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

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

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

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

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

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

Interpretation

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

1.15.1 all additions and improvements to the Premises

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

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

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

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

1.18 References to the Tenant include reference to all persons for the time being holding

office as trustees of the Hungerford Rugby Club and whose names and addresses shall have been notified to the Landlord as hereinafter provided

1.19 Where the Landlord or the Tenant for the time being are two or more persons the provisions of this Lease shall apply to and be enforceable by and against all such persons jointly and severally

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

1.21 Any references to a specific statute include any statutory extension or modification amendment or reenactment of such statute and any regulations or orders made under such statute

1.22 References in this lease to any clause sub-clause or schedule without further designation shall be construed as a reference to the clause sub-clause or schedule to this lease so numbered

1.23 The clause, paragraph and schedule headings do not form part of this lease and shall not be taken into account in its construction or interpretation

2 Demise

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

3 Rights granted to the Tenant

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

3.1 A right of way with or without vehicles at all times over and across the entrance and accessway shown hatched green and the parking area shown hatched brown on Plan A annexed hereto

3.2 A right to park motor vehicles on the car parking area

3.3 A right of support shelter and protection for the Premises from the Landlord's adjoining Building

3.4 The right of free passage and running of water and soil and other mains services through the Service Media

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

3.5.1 in order to take any action necessary to enable the Tenant to comply with

its covenants contained in this lease

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

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

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

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

4 Rights reserved to the Landlord

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

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

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

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

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

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

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

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

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

5 The Tenant's Covenants

The Tenant covenants with the Landlord:

5.1 Rent outgoings and vat

5.1.1 to pay the Rent to the Landlord

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

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

5.2 Insurance

To insure and keep insured at all times during the currency of this Underlease in a sum equal to the full reinstatement value thereof the Premises (to include a reasonable provision for professional fees and site clearance) against loss or damage by fire flood and all the perils normally covered by a policy maintained by an insurance company of repute and in the event of the Premises or part thereof being damaged or destroyed from any cause covered by any such insurance the Tenant shall expend all money received by virtue of such insurance in reinstating or replacing the Premises or that part of the Premises so destroyed or damaged as the case may require or otherwise making good the loss damage or destruction suffered and on the reasonable demand of the Landlord to produce the policy or policies for such insurance and the receipts for payment of the premiums

5.3 Permitted Use

To use the Premises for the Permitted Use only

5.4 Repair cleaning decoration etc

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

5.4.2 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

5.4.3 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

5.5 Additions and alterations etc.

5.5.1 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

5.5.2 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

5.5.3 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)

5.6 Statutory obligations

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

5.6.2 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

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

5.7 Planning

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

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

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

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

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

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

5.8 Access of Landlord and notice to repair

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

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

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

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

5.8.4 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

5.8.5 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

5.9 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

5.10 Alienation

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

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

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

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

5.11 Nuisance etc

5.11.1 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

5.11.2 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

5.11.3 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

5.12 Encroachments

5.12.1 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)

5.12.2 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

5.13 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

5.14 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

5.15 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:

5.15.1 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

5.15.2 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

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

5.15.4 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

5.16 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

5.17 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:

5.17.1 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

5.17.2 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

5.18 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

5.19 Yield up

At the expiration or sooner determination of the Term

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

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

5.19.3 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)

7 General Provisions

7.1 Interest

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

7.2 Forfeiture

If and whenever during the Term

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

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

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

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

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

7.3 Reinstatement

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

7.4 Termination if reinstatement prevented or delayed

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

7.5 Exclusion of use warranty

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

7.6 Entire understanding

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

7.7 Representations

The Tenant acknowledges that this Lease has not been entered into in reliance wholly or partly on any statement or representation made by or on behalf of the Landlord except any such statement or representation that is expressly set out in this Lease

7.8 Service of notices

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

7.9 Dispute Resolution

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

8 Exclusion of security of tenure

8.1 Not less than 14 days before the Tenant became contractually bound to enter into the tenancy hereby created the Landlord served on the Tenant a notice in the form

required by Section 38A(3)(a) of the Landlord and Tenant Act 1954

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

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

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

THE SCHEDULE

Rent Review

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

President for the time being of the Royal Institution of Chartered Surveyors or any person authorised by him to make appointments on his behalf on the application of either the Landlord or the Tenant and such expert will have regard to all representations and evidence in relation to inflation when making his decision which will be in writing and he will if so requested by either party give reasons in writing for his decision and his fees for so acting shall be paid by the parties in equal shares

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

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

)
)
)



X

name, Martin Dwyer
address 2 Homefield way.
Hungerford,
Berkshire RG17 0SY.

Project Manager.

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

)
)
)

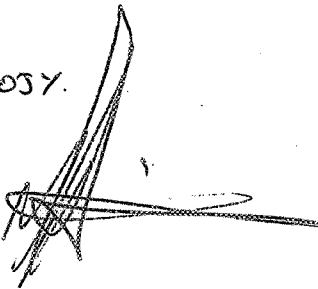


Martin Dwyer
2 Homefield way.
Hungerford,
Berkshire RG17 0SY.

Project Manager.

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

)
)
)



Martin Dwyer
2 Homefield way.
Hungerford,
Berkshire RG17 0SY.

Project Manager

SIGNED as a Deed by
RALPH WELLARD
in the presence of

)
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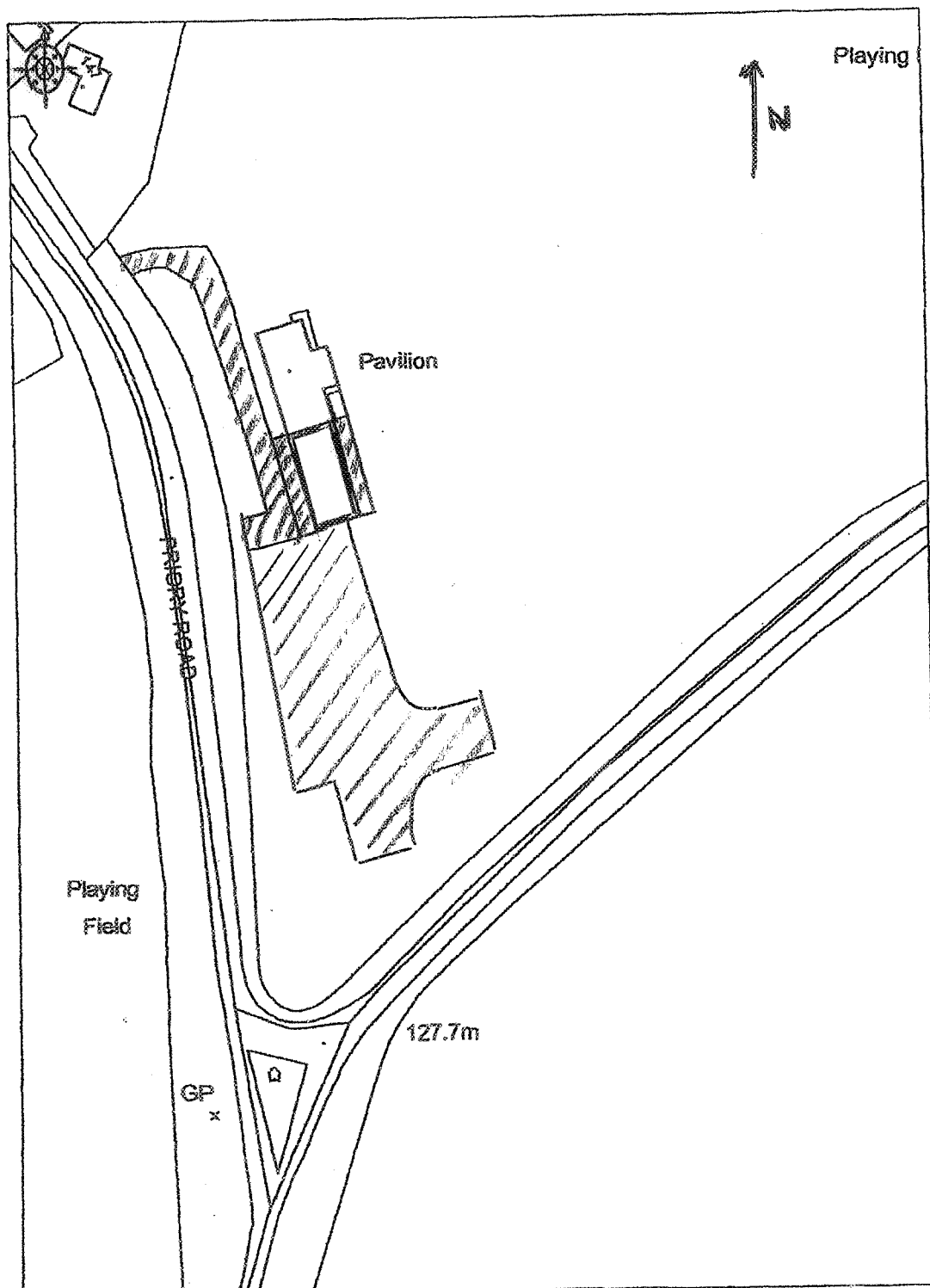


Martin Dwyer
2 Homefield way.
Hungerford,
Berkshire RG17 0SY.

Project Manager

THE CLUBHOUSE, TRIANGLE PLAYING FIELDS, HUNGERFORD

PLAN A



Ordnance
Survey

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Plan B

