

Hannah Stanley

From: David Small [David@Dagsmall.co.uk]
To: Hannah Stanley
Cc:
Subject: Read: Triangle Field
Attachments:

Sent: Tue 15/04/2008 14:54

This is a receipt for the mail you sent to
<david@dagsmall.co.uk> at 15/04/2008 11:37

This receipt verifies that the message has been displayed on the recipient's computer at 15/04/2008 14:54

Hannah Stanley

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

Sent: Tue 15/04/2008 12:01

Thanks Colin.

From: Hannah Stanley
Sent: Tue 15/04/2008 11:49
To: Annette Thomas
Subject: FW: Triangle Field

From: Colin Broughton
Sent: Tue 15/04/2008 11:40
To: Hannah Stanley
Subject: RE: Triangle Field

Annette,

I am going to Triangle Field this afternoon to meet Martin Digweed and view the building so I will have some idea of its state of completion.

regards,

Colin

From: Hannah Stanley
Sent: Tue 15/04/2008 11:37
To: david@dagsmall.co.uk
Cc: Annette Thomas; Colin Broughton
Subject: Triangle Field

Sent on behalf of Annette Thomas

Dear David,

I refer to your telephone call yesterday afternoon when you confirmed that the Underlease had been completed and you intended to forward me a copy in the DX.

To date I have not yet received the Underlease but could you also please confirm the date that practical completion was achieved and also please provide a certified copy of the Charge (in accordance with the provisions of the Licence to Underlet and Charge dated 13th July 2007).

I look forward to hearing from you.

Yours sincerely

Annette Thomas

Hannah Stanley

From: Colin Broughton
To: Hannah Stanley
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Annette Thomas

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Cc: Annette Thomas; Colin Broughton
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Yours sincerely

Annette Thomas

Hannah Stanley

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

Sent: Wed 20/02/2008 09:17

From: Annette Thomas
Sent: Wed 20/02/2008 09:15
To: David Small
Subject: RE: Triangle Field, Hungerford

Dear David

Thanks for your e mail and I confirm the revised prescribed clauses is agreed.

I look forward to receiving a certified copy of the completed underlease.

Regards

Annette.

From: David Small [mailto:david@dagsmall.co.uk]
Sent: Tue 19/02/2008 18:03
To: Annette Thomas
Subject: RE: Triangle Field, Hungerford

Many thanks Annette, I agree with your points, revised draft attached.

Regards
David

-----Original Message-----

From: Annette Thomas [mailto:AThomas@westberks.gov.uk]
Sent: 19 February 2008 10:44
To: David Small
Cc: Hannah Stanley
Subject: RE: Triangle Field, Hungerford

Dear David

Thanks for your e mail of 16th February attaching the draft prescribed clauses for approval.

My comments set out below are based on the draft Underlease attached to the Agreement for Underlease dated 13th July 2007.

LR9.3 - I cannot locate a clause 9 contained in the draft underlease.

LR11.1 - rights have been granted in clause 3 of the underlease.

LR11.2 - again certain exceptions and reservations in clause 4 I believe need to be included.

I look forward to hearing from you.

Regards

Annette.

From: David Small [mailto:david@dagsmall.co.uk]
Sent: Sat 16/02/2008 13:23
To: Annette Thomas
Subject: Triangle Field, Hungerford

Hi Annette, please find attached draft Prescribed Clauses for your approval - many thanks for your letter of 14th February with enclosures.

Look forward to hearing from you
Regards
David

David Small
G. Small & Sons Ltd
9 Salisbury Road, Hungerford, Berkshire RG17 0LG
(registered office Stafford House, Blackbrook Park Avenue, Taunton, Somerset TA1 2PX)
Tel / Fax 01488 684287
Mobile 0771 3094759
Email David@Dagsmall.co.uk

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From: Annette Thomas
To: Hannah Stanley
Cc:
Subject: FW: Triangle Field, Hungerford
Attachments:  08.02.15 Prescribed clauses.doc(28KB)

From: David Small [mailto:david@dagsmall.co.uk]
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To: Annette Thomas
Subject: Triangle Field, Hungerford

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Regards
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LAND REGISTRY PRESCRIBED CLAUSES

LR1. Date of lease

LR2. Title number(s)

LR2.1 Landlord's title number(s)

BK 395804

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.*

*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.*

*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 of the Underlease dated
2008 and made between the Landlord and the
Tenant

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.*

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

**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.**

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.*

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.

21 years from and including 2008

LR7. Premium

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

Nil

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
Clause 9

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
None

LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property
None

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

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

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.

14 February 2008

Mr David Small
Solicitor
Property Management and Leasing Dispute
Resolution
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: DAGS
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 dated 6th February 2008. I enclose two copies of the certified Supplemental Agreement for retention by the Town Council and also the Trustees of the Club. The District Council holds the original Supplemental Agreement.

I note you intend to grant the Underlease shortly and I look forward to receiving the prescribed clauses for approval once you have drafted the same.

Regards.

Yours sincerely

Miss Annette Thomas
Principal Solicitor (Property & Commercial)

Enc.

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:

06 February 2008

DX 30825 NEWBURY

Dear Annette

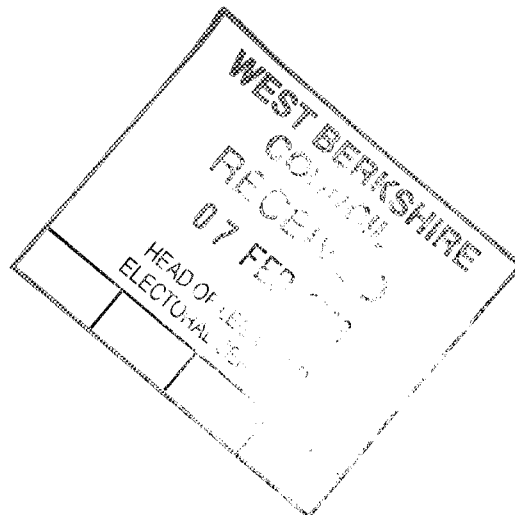
Triangle Field, Hungerford

I am pleased to enclose the Supplemental Agreement duly signed by the four Rugby Club trustees and also by the Deputy Mayor Roger Thompson and another Hungerford Town Councillor, David Liddiard, as authorised by a Resolution passed at the Town Council meeting on Monday.

I hope that we can achieve an exchange of Agreements in the near future and look forward to hearing from you as soon as you are in a position to exchange - after which I will engross the Underlease for execution, with a view to this being executed by the Town Council at its next meeting on Monday 3rd March. We will need to add a set of Prescribed Clauses to the underlease and I will draft these and send them to you for approval during the next week or so.


Best regards,
Yours sincerely,


David Small



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Hannah Stanley

From: Annette Thomas **Sent:** Mon 04/02/2008 17:38
To: Hannah Stanley
Cc:
Subject: FW: Clubhouse update (Triangle Field)
Attachments:  [StakeHolders Project Update 040208.pdf\(861KB\)](#)

From: Digweed, Martin [mailto:mdigweed@harris.com]
Sent: Mon 04/02/2008 17:25
To: Colin Broughton
Cc: Annette Thomas; Peter Harries
Subject: Clubhouse update

This weeks update, sorry we didn't get together before Christmas, let me know if you have any time in the near future if you want to meet up on site.

Regards

Martin

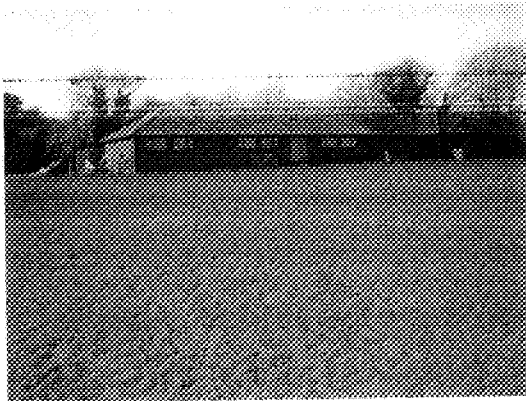


Hungerford RFC Clubhouse Project Update

4th February 2008

Dear Sir/Madam,

After a slow December January has hit the ground running. Steve Skipworth of Lewis Electrical and Hungerford Town Junior FC has installed the first fix of the electrics. We have also installed the Guttering and their soakaways and completed the doors which means we now have a secure shell under lock and key. The fencing has been taken down and should be removed from the site by the end of this week.



A pitch side view



Junior tag tournament awards

The plastering is due to start on the 11th February and we will be doing the partition walls in conjunction with this. Once the plastering is finished around the end of February Lewis Electrical will come in to do the 2nd fix. So hopefully this would mean that by the end of February we will have power and the rooms set up.

The project is going really well at the moment thanks to a lot of hard work from club members and contacts from Hungerford Junior FC members, Newbury & Cricklade Rugby clubs. Using contacts has brought various segments of the community into the project and is saving the club money. We are still doing well on beating the original budget but we have to be very careful with the finances to maintain the cash flow.

The 23rd January saw the annual schools tag tournament, which was the biggest to date with 230 kids, from 12 local schools, coming to the triangle field to play. It was a fantastic afternoon and provided a great advert for the club and community and is a tribute to the work of Jeremy Smeddle and Rob Cox.

If you want help out or 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: David Small [David@Dagsmall.co.uk] **Sent:** Wed 30/01/2008 18:16
To: Hannah Stanley
Cc: Smeddle, Jeremy; Peter Harries; Martin Digweed
Subject: Re: Hungerford Rugby Club (Triangle Field)
Attachments:

Hello again Annette, I am happy to confirm that your Supplemental Agreement is approved as drawn - arrangements are now being made for this to be printed out and signed by the Club Trustees over the weekend and by the Town Council next Monday, after which I would hope that you and I can exchange agreements and then go on to engrossing the Underlease. Thanks again for your help and I will be in touch again early next week.

Regards
David

----- Original Message -----

From: David Small
To: Hannah Stanley
Sent: Tuesday, January 29, 2008 1:52 PM
Subject: Re: Hungerford Rugby Club (Triangle Field)

Thanks very much Annette, this seems fine, I will now circulate the draft and expect to be back in touch with you very shortly.

Regards
David

----- Original Message -----

From: Hannah Stanley
To: david@dagsmall.co.uk
Cc: Annette Thomas
Sent: Tuesday, January 29, 2008 10:08 AM
Subject: Hungerford Rugby Club (Triangle Field)

Sent on behalf of Annette Thomas


Dear David,

I refer to our telephone conversation on Monday 28th January 2008 and I attach Supplemental Agreement for approval.

Regards

Yours sincerely

Annette Thomas

 You forwarded this message on 29/01/2008 14:24.

Hannah Stanley

From: David Small [David@Dagsmall.co.uk]
To: Hannah Stanley
Cc:
Subject: Re: Hungerford Rugby Club (Triangle Field)
Attachments:

Sent: Tue 29/01/2008 13:52

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Sent on behalf of Annette Thomas

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Cc:
Subject: Read: Hungerford Rugby Club (Triangle Field)
Attachments:


Sent: Tue 29/01/2008 13:50

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From: Hannah Stanley **Sent:** Tue 29/01/2008 10:08
To: david@dagsmall.co.uk
Cc: Annette Thomas
Subject: Hungerford Rugby Club (Triangle Field)
Attachments:  [triangle field - supplemental agreement - 29-01-08.doc\(31KB\)](#)

Sent on behalf of Annette Thomas

Dear David,

I refer to our telephone conversation on Monday 28th January 2008 and I attach Supplemental Agreement for approval.

Regards

Yours sincerely

Annette Thomas

THIS SUPPLEMENTAL AGREEMENT is made the day of 2008

BETWEEN:

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

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

1. Definitions

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

2. Variation of the Terms of the Original Agreement

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

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

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

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

3. Confirmation of Terms of Original Agreement

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

4. Contracts (Rights of Third Parties) Act 1999

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

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

Superior Landlord

Landlord

Trustees

Dated

2008

WEST BERKSHIRE DISTRICT COUNCIL (1)

and

HUNGERFORD TOWN COUNCIL (2)

and

TRUSTEES OF THE HUNGERFORD RUGBY CLUB (3)

SUPPLEMENTAL AGREEMENT FOR LEASE

relating to the construction of a Clubhouse

on the grant of an Underlease on part of

Triangle Field

Hungerford

Berkshire

Hannah Stanley

From: Annette Thomas
To: David Small
Cc: Hannah Stanley
Subject: RE: Hungerford Rugby Club (Triangle Field)
Attachments:

Sent: Fri 25/01/2008 15:43

Dear David,

Thanks for your e mail.

Notwithstanding clause 11.4 if the Underlease is granted at this juncture it would be on the assumption practical completion had been achieved, which is not the case.

I would prefer a simple Supplemental Agreement be prepared rather than an exchange of letters. I can probably let you have a draft early next week, but if you wish to prepare a draft in the interim for approval, please do so.

Regards

Annette.

From: David Small [mailto:david@dagsmall.co.uk]
Sent: Fri 25/01/2008 13:13
To: Annette Thomas
Cc: Hannah Stanley
Subject: RE: Hungerford Rugby Club (Triangle Field)

Many thanks Annette, this is appreciated.

I am not sure if a Supplemental Agreement is necessary as the existing Agreement contains a clause which ought to cover this situation -

"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"

On this basis there could perhaps be an exchange of side letters. However if you would prefer there to be a Supplemental Agreement this is OK - would you like to draft this or should I?

Best regards

David

-----Original Message-----

From: Hannah Stanley [mailto:HStanley@westberks.gov.uk]
Sent: 24 January 2008 15:05
To: david@dagsmall.co.uk
Cc: Annette Thomas
Subject: Hungerford Rugby Club (Triangle Field)

Sent on behalf of Annette Thomas

Dear David,

Thank you for your email of 14th January 2008 and apologise for the delay in responding but I have been on sick leave, returning to the office yesterday.

In principle the Council is prepared to grant the underlease prior to practical completion of the works in order that the legal charge can be completed to release funds for the outstanding works to be undertaken. I do not want to delay the process but I would be more comfortable if a simple

Supplemental Agreement was prepared reflecting the underlease will be completed prior to practical completion. Otherwise, the grant of the underlease will assume that practical completion has been achieved, which is not the case.

I look forward to hearing from you.

Yours sincerely

Annette Thomas

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-----Original Message-----

From: Hannah Stanley [mailto:HStanley@westberks.gov.uk]
Sent: 24 January 2008 15:05
To: david@dagsmall.co.uk
Cc: Annette Thomas
Subject: Hungerford Rugby Club (Triangle Field)

Sent on behalf of Annette Thomas

Dear David,

Thank you for your email of 14th January 2008 and apologise for the delay in responding but I have been on sick leave, returning to the office yesterday.

In principle the Council is prepared to grant the underlease prior to practical completion of the works in order that the legal charge can be completed to release funds for the outstanding works to be undertaken. I do not want to delay the process but I would be more comfortable if a simple Supplemental Agreement was prepared reflecting the underlease will be completed prior to practical completion. Otherwise, the grant of the underlease will assume that practical completion has been achieved, which is not the case.

I look forward to hearing from you.

Yours sincerely

Annette Thomas

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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

Hannah Stanley


From: David Small [david@dagsmall.co.uk]
To: Hannah Stanley
Cc:
Subject: Read: Hungerford Rugby Club (Triangle Field)
Attachments:

Sent: Thu 24/01/2008 16:25

Your message

To: david@dagsmall.co.uk
Cc: Annette Thomas
Subject: Hungerford Rugby Club (Triangle Field)
Sent: 24/01/2008 15:04

was read on 24/01/2008 16:20.

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

Hannah Stanley

From: Hannah Stanley
To: david@dagsmall.co.uk
Cc: Annette Thomas
Subject: Hungerford Rugby Club (Triangle Field)
Attachments:

Sent: Thu 24/01/2008 15:04

Sent on behalf of Annette Thomas

Dear David,

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I look forward to hearing from you.

Yours sincerely

Annette Thomas

Annette Thomas

From: Colin Broughton
To: Annette Thomas
Cc:
Subject: RE: Triangle Field, Hungerford - Rugby Club
Attachments:

Sent: Thu 17/01/2008 16:04

Annette,

The Superstructure of the building is up ie the roof, walls etc so clearly the main expenditure has been committed.

I would have no objection to the underlease being completed if it allows funding to be brought forward, the club having met their obligations today and preventing the funding would potentially put the project at risk.

regards,

Colin

From: Annette Thomas
Sent: Thu 17/01/2008 15:52
To: Colin Broughton
Subject: FW: Triangle Field, Hungerford - Rugby Club

Colin

Please see attached email. Could we have your instructions please.

Thanks

Sarah

From: David Small [mailto:david@dagsmall.co.uk]
Sent: Mon 14/01/2008 10:28
To: Annette Thomas
Subject: Triangle Field, Hungerford - Rugby Club

Hello Annette, Happy New Year to you.

The building is progressing well and the club would now like to complete the Underlease. External works such as the car park, enlarged entrance etc and also some internal fitting-out remain to be done but the essential funding for these works can only be released by the RFU (grant and loan monies) if the Underlease is in place and the RFU's Charge can be completed. The Club therefore asks for completion of the underlease earlier than anticipated. I don't think there is any risk involved as the Agreement for Lease provides in clause 11.4 that the provisions of the Agreement remain enforceable even if the Underlease is completed, so your Council and also Hungerford Town Council will still be in a position to insist that the Club completes the building and all associated works on site properly anyway.

I hope this request is acceptable and look forward to hearing from you,

Regards
David

David Small
Solicitor
9 Salisbury Road, Hungerford, Berkshire RG17 0LG
Tel / Fax 01488 684287
Mobile 0771 3094759
Email David@Dagsmall.co.uk

Annette Thomas

From: Annette Thomas
To: Colin Broughton
Cc:
Subject: FW: Triangle Field, Hungerford - Rugby Club
Attachments:

Sent: Thu 17/01/2008 15:52

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Thanks

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Regards
David

David Small
Solicitor
9 Salisbury Road, Hungerford, Berkshire RG17 0LG
Tel / Fax 01488 684287
Mobile 0771 3094759
Email David@Dagsmall.co.uk

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 You forwarded this message on 17/01/2008 15:52.

Annette Thomas

From: David Small [david@dagsmall.co.uk]
To: Annette Thomas
Cc:
Subject: Triangle Field, Hungerford - Rugby Club
Attachments:

Sent: Mon 14/01/2008 10:28

Hello Annette, Happy New Year to you.

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Hannah Stanley

From: Annette Thomas **Sent:** Wed 31/10/2007 09:52
To: Hannah Stanley
Cc:
Subject: FW: Hungerford Rugby Club - Triangle Field, Hungerford
Attachments:

From: Ian Gilmour [mailto:Ian.Gilmour@EdwinCoe.com]
Sent: Tue 30/10/2007 15:17
To: David Small
Cc: Martin Digweed; Dave Stubley; Annette Thomas; Peter Harries; Town Clerk; Zahira Butt
Subject: RE: Hungerford Rugby Club - Triangle Field, Hungerford

Good afternoon David,

We will prepare a legal charge but on looking at the file I note that we are waiting for a few things. In particular we have requested a variation of the user clause in the proposed underlease and have asked for a copy of the headlease. It will be necessary to register the lease at the land registry as well as the legal charge and this will mean deducing the landlord's title, completion of land registry forms, submission of a stamp duty land tax return, undertaking some precompletion searches etc.

regards
 Ian

Ian Gilmour
 Partner
 for Edwin Coe LLP

t: 020 7691 4049
www.edwincoe.com

-----Original Message-----

From: David Small [mailto:david@dagsmall.co.uk]
Sent: 30 October 2007 09:18
To: Ian Gilmour
Cc: Martin Digweed; Dave Stubley; Annette Thomas; Peter Harries; Town Clerk
Subject: Hungerford Rugby Club - Triangle Field, Hungerford

Good morning Ian, hope you are well.

The new building is nearing completion so we can start preparing the engrossed documentation in readiness for completion within the next few weeks. Could you therefore engross the RFU charge and send this to me as soon as convenient. If you need to check any details in order to do this please ring me at any time.

When the building is ready for inspection I will let everyone know so that the inspections can be carried out, after which everyone can 'sign up' and we can then make completion arrangements.

Regards
 David

PS could everyone please use this email address to contact me from now on - many thanks.

David Small
Solicitor
Property Management and Leasing
Dispute Resolution
9 Salisbury Road, Hungerford, Berkshire RG17 0LG
Tel / Fax 01488 684287
Mobile 0771 3094759
Email David@Dagsmall.co.uk

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Hannah Stanley

From: Annette Thomas
To: Colin Broughton
Cc: Hannah Stanley
Subject: FW: Hungerford Rugby Club - Triangle Field, Hungerford
Attachments:

Sent: Wed 31/10/2007 09:44

From: David Small [mailto:david@dagsmall.co.uk]
Sent: Tue 30/10/2007 09:17
To: Ian Gilmour
Cc: Martin Digweed; Dave Stuble; Annette Thomas; Peter Harries; Town Clerk
Subject: Hungerford Rugby Club - Triangle Field, Hungerford

Good morning Ian, hope you are well.

The new building is nearing completion so we can start preparing the engrossed documentation in readiness for completion within the next few weeks. Could you therefore engross the RFU charge and send this to me as soon as convenient. If you need to check any details in order to do this please ring me at any time.

When the building is ready for inspection I will let everyone know so that the inspections can be carried out, after which everyone can 'sign up' and we can then make completion arrangements.

Regards
David

PS could everyone please use this email address to contact me from now on - many thanks.

David Small
Solicitor
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Dispute Resolution
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Annette Thomas

From: Annette Thomas
To: David Small
Cc: Colin Broughton; Hannah Stanley
Subject: RE: Hungerford Clubhouse update
Attachments:

Sent: Mon 10/09/2007 16:05

Dear David

Thank you for your e mail.

I confirm the suggested amended wording and proposal to regularise the position are acceptable to the District Council.

Regards

Annette.

From: David Small [mailto:dagsmall@hotmail.com]
Sent: Mon 10/09/2007 15:28
To: Annette Thomas
Cc: acworths@littlehiddenfarm.co.uk; elizabeth@cardwell1726.wanadoo.co.uk; gwynneth@newburyweb.net; mbairdwilson@tiscali.co.uk; gkoddjob@yahoo.co.uk; rebeccacorey@hotmail.co.uk; richard@hudson1.co.uk; rod.desmeules@hcl.com; northompson5@aol.com; mdigweed@harris.com
Subject: FW: Hungerford Clubhouse update

Hello Annette,

Could you please read the email set put below, sent earlier today by the RFU's solicitor Ian Gilmour to Martin Digweed of Hungerford Rugby Club. I think that Ian has a good point, and I am happy to recommend Hungerford Town Council to accept his suggested amendment to the user clause in the underlease for the reason he sets out, would this be OK by you also? I have spoken to Ian and have agreed with him that if the amendment is accepted we will include it in the engrossed Headlease and have an exchange of emails to confirm, and on this basis we won't need to go through the rigmarole of getting the existing Agreement for Lease amended.

Best regards
David

From: Ian Gilmour [mailto:Ian.Gilmour@EdwinCoe.com]
Sent: 10 September 2007 10:13
To: Digweed, Martin
Cc: Keith Campbell; Dave Stubley
Subject: RE: Hungerford Clubhouse update

Martin,

I have looked at the proposed form of lease . As solicitors for the mortgagees one of the main areas we are concerned about is the ability to dispose of the property should the worst happen and we have to foreclose on the mortgage .

In your proposed lease the alienation clause (5.10) is relatively

restrictive but I think acceptably so because the lease can be assigned or sublet to "any other sports club or organisation approved by the landlord" (approval not to be unreasonably withheld). Accordingly if we have to take the lease back we could assign or sublet it to another sports club. I am concerned however by the definition of "permitted use" on page 1. This is restricted to use as a rugby clubhouse and bar. Whereas clearly we would prefer to dispose of the premises to a rugby club I fear that as a lender this would narrow down our options too far.

Accordingly can you try to change the definition of "permitted use" to "use a sports club clubhouse with licensed bar"? This is I think logical given the alienation clause.

thanks

Ian

Ian Gilmour
Partner
for Edwin Coe LLP
t: 020 7691 4049
www.edwincoe.com

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<http://www.pimpmylive.co.uk>

Annette Thomas

From: David Small [dagsmall@hotmail.com] **Sent:** Mon 10/09/2007 15:28
To: Annette Thomas
Cc: acworths@littlehiddenfarm.co.uk; elizabeth@cardwell1726.wanadoo.co.uk; gwynneth@newburyweb.net; mbairdwilson@tiscali.co.uk; gkoddjob@yahoo.co.uk; rebeccacorey@hotmail.co.uk; richard@hudson1.co.uk; rod.desmeules@hcl.com; northompson5@aol.com; mdigweed@harris.com
Subject: FW: Hungerford Clubhouse update
Attachments:

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Accordingly can you try to change the definition of "permitted use" to "use a sports club clubhouse with licensed bar"? This is I think logical given the alienation clause.

thanks
Ian

Ian Gilmour
Partner

 This message was sent with high importance.

Hannah Stanley

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

Sent: Thu 26/07/2007 11:22

Invoice is now here for you

Regards

Sue

From: Hannah Stanley
Sent: Thu 26/07/2007 10:33
To: Sue Crampton
Subject: RE: triangle field invoice no 24000114

Thanks

From: Sue Crampton
Sent: Thu 26/07/2007 10:27
To: Hannah Stanley
Subject: RE: triangle field invoice no 24000114

It didnt come off the system yesterday so assume it will be off from todays, not yet available

Will let you know when invoicing has been run

Sue

From: Hannah Stanley
Sent: Thu 26/07/2007 10:18
To: Sue Crampton
Subject: triangle field invoice no 24000114

Sue,

Any progress?

Hannah

From: Hannah Stanley
Sent: Wed 25/07/2007 09:08
To: Sue Crampton
Subject: triangle field invoice no 24000114

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

Hannah Stanley

From: Hannah Stanley
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Subject: triangle field invoice no 24000114


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



Please consider the environment before printing this e-mail

 You replied on 26/07/2007 10:33.

Hannah Stanley

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To: Hannah Stanley
Cc:
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West Berkshire District Council
Council Offices
Market Street
Newbury RG14 5LD


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 01635 519431



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Cc:

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Attachments:

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West Berkshire District Council
Council Offices
Market Street
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 2584 (*internal*)

 01635 519431

 Please consider the environment before printing this e-mail

Hannah Stanley

From: Annette Thomas
To: Colin Broughton
Cc: Hannah Stanley
Subject: RE: Rugby Club Build start date
Attachments:

Sent: Wed 25/07/2007 10:46

Thanks.

From: Colin Broughton
Sent: Wed 25/07/2007 10:42
To: Annette Thomas
Subject: RE: Rugby Club Build start date

Annette,

I will probably go to one or two as the project takes off but unless there is a particular problem I do not think it is necessary to attend monthly.

regards,

Colin

From: Annette Thomas
Sent: Wed 25/07/2007 09:25
To: Colin Broughton
Cc: Hannah Stanley
Subject: FW: Rugby Club Build start date

Do you intend to attend or perhaps a representative of the Projects Team may wish to attend at various intervals albeit not on a monthly basis ?

Thanks.

From: Digweed, Martin [mailto:mdigweed@harris.com]
Sent: Tue 24/07/2007 21:15
To: Peter Harries; Colin Broughton
Cc: Annette Thomas; dagsmall@hotmail.com; hungerfordclerk@hotmail.co.uk; Smeddle, Jeremy; Steve Mills; martin simons; Ralph Wellard; BoultonBob@aol.com; Dickie; dashwoodconstruction@hotmail.com
Subject: Rugby Club Build start date

I would like to notify you that now we are in a position to start the building of the clubhouse we would like this work to commence on Monday 30th July. The Town council were informed yesterday and have arranged for the clearing of the Cess pit ahead of this work.

We intend to hold monthly site meetings with the contractors, do you have a representative that you would like invited to these meetings?


Thanks to everyone for getting us to this stage, I have attached a copy of Stakeholders update document that we will be distributing to other users of the facility and neighbours.

Regards

Martin Digweed
Clubhouse Project Manager

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

Hannah Stanley

From: Annette Thomas **Sent:** Wed 25/07/2007 09:25
To: Colin Broughton
Cc: Hannah Stanley
Subject: FW: Rugby Club Build start date
Attachments:  StakeHolders Project Update 230707.doc(39KB)

Do you intend to attend or perhaps a representative of the Projects Team may wish to attend at various intervals albeit not on a monthly basis ?

Thanks.

From: Digweed, Martin [mailto:mdigweed@harris.com]
Sent: Tue 24/07/2007 21:15
To: Peter Harries; Colin Broughton
Cc: Annette Thomas; dagsmall@hotmail.com; hungerfordclerk@hotmail.co.uk; Smeddle, Jeremy; Steve Mills; martin simons; Ralph Wellard; BoultonBob@aol.com; Dickie; dashwoodconstruction@hotmail.com
Subject: Rugby Club Build start date

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