

DATED

2007

WEST BERKSHIRE DISTRICT COUNCIL (1)

and

HUNGERFORD TOWN COUNCIL (2)

and

TRUSTEES OF HUNGERFORD RUGBY CLUB (3)

**LICENCE TO SUBLET
AND LICENCE TO CHARGE**

part of Triangle Field
Priory Road
Hungerford
Berkshire

File: L100660

LAND REGISTRY
LAND REGISTRATION ACT 2002
UNDERLEASE OF PART

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

THIS UNDERLEASE is made the day of Two
thousand and Seven

1 Particulars, Definitions and Interpretation

Particulars

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

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

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

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

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

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

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

1.7 The Term: Twenty One years from and including 2007

Definitions

1.8 The Headlease: the lease dated 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 50 years commencing from 10th September 1992 and subject to the rents covenants and conditions reserved by and contained in the Headlease

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

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

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

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

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

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

Interpretation

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

1.15.1 all additions and improvements to the Premises

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

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

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

1.17 Without prejudice to clause 1.16, 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 Subject to the terms of the Headlease a right to enter the Landlord's Adjoining Building or any other part of the Triangle Field upon giving prior reasonable notice to the Landlord (save in case of emergency)

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

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

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

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

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

(Council's position reserved pending receipt of further information, notably plan and also proposed arrangements regarding clause 3.6)

4 Rights reserved to the Landlord

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

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

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

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

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

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

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

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

inconvenience to the Tenant or interruption to the rights granted to the Tenant by this lease

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

5 The Tenant's Covenants

The Tenant covenants with the Landlord:

5.1 Rent outgoings and vat

5.1.1 to pay the Rent to the Landlord

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

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

5.2 Permitted Use

To use the Premises for the Permitted Use only

5.3 Repair cleaning decoration etc

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

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

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

5.4 Additions and alterations etc.

- 5.4.1 Not to make any addition or alteration to the Premises save with the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed in the case of internal additions or alterations of a non-structural nature) and in accordance with plans and specifications previously approved by the Landlord and to remove any such additions or alterations at the expiration or sooner determination of the Term if so requested by the Landlord and to make good any part or parts of the Premises which may be damaged by such removal
- 5.4.2 Not to make connection with the Pipes that serve the Premises without the prior consents of the Landlord (such approval not to be unreasonably withheld or delayed) and of any competent statutory authority or undertaker
- 5.4.3 Not to erect any pole mast or wire or satellite dish nor to affix to or exhibit on the outside of the Premises or on any part of the Landlord's Adjoining Building or any other adjoining or neighbouring property of the Landlord any placard sign notice fascia board or advertisement save with the Landlord's prior consent (such consent not to be unreasonably withheld in relation to a sign or notice at the entrance to the Triangle Field bearing the name of Hungerford Rugby Club)

5.5 Statutory obligations

- 5.5.1 At the Tenant's own expense to comply with the requirements of any statute or any government department local authority other public or competent authority or court of competent jurisdiction relating to the Premises
- 5.5.2 Not to do or omit to be done on or near the Premises anything by reason of which the Landlord may under any statute incur have imposed upon it or become liable to pay any penalty damages compensation costs charges or expenses
- 5.5.3 Not to commit any breach of planning control and to comply with the provisions and requirements of all and any planning consents that affect the Premises whether as to the Permitted User or otherwise and to indemnify (both during or following the expiration of the Term) and keep the Landlord indemnified against all liability whatsoever including costs and expenses in respect of any contravention
- 5.5.4 Without prejudice to the generality of the above to comply in all respects with the provisions of any statutes and any other obligations imposed by law or by any bylaws applicable to the Premises or in regard to carrying on the trade or business for the time being carried on the Premises
- 5.5.5 To give full particulars to the Landlord of any notice direction order or proposal for the Premises made given or issued to the Tenant by any local or public authority within 7 days of receipt and if so required by the Landlord to produce it to the Landlord and without delay to take all necessary steps to comply with the notice direction or order and at the request of the Landlord but at the cost of the Tenant to make or join with the Landlord in making such objection or

representation against or in respect of any notice direction order or proposal as the Landlord shall deem expedient

5.6 Planning applications

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

5.7 Access of Landlord and notice to repair

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

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

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

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

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

5.7.5 to comply as soon as practicable with the requirements of any notice given under the preceding sub-clause of this lease to the effect that if within three months of the service of such a notice the Tenant shall not have commenced and be proceeding diligently with the execution of the work referred to in the notice or shall fail to complete the work within four months or if in the Landlord's Surveyor's reasonable opinion the Tenant is unlikely to have completed the work within such period to permit the Landlord to enter the Premises to execute such work as may be necessary to comply with the notice and to pay to the Landlord the cost of so doing and all expenses reasonably incurred by the Landlord (including legal costs and surveyor's fees) within 14 days of a written demand

5.8 Defective premises

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

5.9 Alienation

Not to assign mortgage charge underlet or part with or share possession or occupation of the Premises or any part thereof not to hold the same on trust for another save that the Tenant shall be permitted to assign this lease as a whole to any persons who shall for the time being hold office as Trustees of the Hungerford Rugby Club provided that the names and addresses of any such persons shall be notified in writing to the Landlord and that a copy of every Deed of Assignment shall be provided to the Landlord forthwith following completion of the same

5.10 Nuisance etc

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

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

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

5.11 Encroachments

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

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

5.12 Keyholders

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

5.13 Landlord's rights

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

5.14 Landlords costs

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

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

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

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

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

5.15 Plans documents and information

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

5.16 Indemnities

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

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

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

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

5.17 Compliance with Headlease

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

5.18 Yield up

At the expiration or sooner determination of the Term

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

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

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

5.18.4 should also include obligation to reinstate if requested by Landlord/Superior Landlord

6 Landlord's Covenants

The Landlord covenants with the Tenant:

- 6.1 To permit the Tenant peaceably and quietly to hold and enjoy the Premises without any interruption or disturbance from or by the Landlord or any person claiming under or in trust for the Landlord
- 6.2 To keep in good repair and condition all Service Media serving the Premises (save those that form part of the Premises pursuant to clause 1.15 of this Lease)
- 6.3 To keep the Premises insured to its full reinstatement value against damage by fire and such other normal property risks as are covered by the Landlord's property insurance policy from time to time in force and to pay all premiums payable for such insurance

7 General Provisions

7.1 Interest

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

7.2 Forfeiture

If and whenever during the Term

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

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

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

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

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

7.3 Reinstatement

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

7.4 Termination if reinstatement prevented or delayed

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

7.5 Exclusion of use warranty

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

7.6 Entire understanding

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

7.7 Representations

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

7.8 Service of notices

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

7.9 Dispute Resolution

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

8 Exclusion of security of tenure

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

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

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

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

THE SCHEDULE

Rent Review

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

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

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

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

Mayor

Town Clerk

SIGNED as a Deed by)

)

in the presence of)

Hannah Stanley

Sent: Mon 23/04/2007 15:18

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

Colin,

The above meeting will be held in David Holling's office at 11.00 am tomorrow.

Regards

Hannah

Hannah Stanley

Sent: Mon 23/04/2007 14:07

From: Annette Thomas
To: Hannah Stanley
Cc:
Subject: RE: Reminder
Attachments:

Thanks - please inform Colin of venue for meeting.

From: Hannah Stanley
Sent: Mon 23/04/2007 13:52
To: Annette Thomas
Subject: RE: Reminder

Annette

The only room available tomorrow at 11.00 am is David's office.

I have put a copy of the attendance note in wallet of the file.

Regards

Hannah

From: Annette Thomas
Sent: Mon 23/04/2007 12:31
To: Hannah Stanley
Subject: Reminder

Please book a room for 3 people tomorrow at 11 and please produce a copy of the attendance note of 1st March for Triangle Field and place in wallet of that file.

Thanks.

Hannah Stanley

From: Annette Thomas
To: Colin Broughton
Cc: Hannah Stanley
Subject: RE: Hungerford - Triangle Field
Attachments:

Sent: Fri 20/04/2007 14:49

Thanks Colin.

From: Colin Broughton
Sent: Fri 20/04/2007 14:43
To: Annette Thomas
Subject: RE: Hungerford - Triangle Field

Annette,

I'll come along for the first 10 minutes or so and then go on to the Adventure dolphin meeting.

regards,

Colin

From: Annette Thomas
Sent: Fri 20/04/2007 14:13
To: Colin Broughton
Cc: Hannah Stanley
Subject: Hungerford - Triangle Field

Colin,

I am meeting David Small at 11 on Tuesday 24th April.

Are you able to attend ? I am aware the Adventure Dolphin meeting is at 11.30 but it may be helpful for you to attend for the first 10 minutes or so ?

Thanks.

Hannah Stanley

Sent: Fri 20/04/2007 14:13

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

Colin,

I am meeting David Small at 11 on Tuesday 24th April.

Are you able to attend ? I am aware the Adventure Dolphin meeting is at 11.30 but it may be helpful for you to attend for the first 10 minutes or so ?

Thanks.

Hannah Stanley

Sent: Thu 19/04/2007 11:03

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

From: Digweed, Martin [mailto:mdigweed@harris.com]
Sent: Tue 17/04/2007 19:16
To: dagsmall@hotmail.com; Annette Thomas
Cc: Smeddle, Jeremy; Peter Harries; Colin Broughton
Subject: FW: Hungerford RFC

I'm getting out of depth with this so i'm not sure how we need to proceed with this.

Martin

From: Helen Smith [mailto:Helen.Smith@EdwinCoe.com]
Sent: Tue 17/04/2007 10:22
To: Digweed, Martin
Cc: Ian Gilmour
Subject: RE: Hungerford RFC

Dear Martin

Many thanks for your e-mail.

The wording of the legal charge is standard and does not include the amount of the loan. Any specification of the loan amount and cap of the loan may be included in a Deed of Priority if there are two charges.

Please could you send me the details of your client's property and deduction of title. Please could you also provide information as to West Berkshire Council's connection to your client's property.

Although a meeting may be useful, our instructions are to keep costs to a minimum to set up the legal charge.

I look forward to hearing from you soon.

Kind regards,

Helen Smith
Trainee Solicitor

For Edwin Coe LLP
2 Stone Buildings
Lincoln's Inn
London
WC2A 3TH

DD : 02076914016
FAX: 02076914176

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

From: Digweed, Martin [mailto:mdigweed@harris.com]

Sent: 17 April 2007 06:40

To: Helen Smith

Cc: Ian Gilmour

Subject: Hungerford RFC

and the West berks council have asked whether the RFU could specify the amount of the loan of £25,000 in the legal charge, fact that this would be the ceiling as it is an interest free loan?

I will actually be working at Lincoln's inn Field for the next two days if there is any merit in meeting up.

Regards

Martin

From: Helen Smith [mailto:Helen.Smith@EdwinCoe.com]

Sent: 29 March 2007 13:08

To: Digweed, Martin

Cc: Ian Gilmour

Subject: Hungerford RFC

Dear Martin

I am assisting Ian Gilmour in relation to the loan to your client from the Rugby Football Foundation.

Further to your telephone conversation with Ian yesterday, please find attached a specimen legal charge.

I hope to hear from you soon regarding your client's property details and deduction of title.

Yours sincerely

Helen Smith
Trainee Solicitor

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<https://www.mailcontrol.com/sr/DPR7mpeCFNnINDwVBxndOBeVPuj2CXN5GMqaomkdYsOxMB2qjDHo9gZj+R8Cs!35bS08uSHZCvqKdbtkILQ1IYrQnebjFOfnC9VEJkV8V9nKcplizHri!Ltgb51eEzCLD+Z46PcL02AgN1ZCP!E0kFRodbbryykeHdhPfGEeH3teYpYbPiITPk3SS4tkdbrwqxYP3RyWjPys3BJN> to report this email as spam.


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<http://webmailtest/exchange/hstanley/Inbox/FW:%20Hungerford%20RFC.EML?Cmd...> 19/04/2007

Hannah Stanley

Sent: Thu 19/04/2007 07:31

From: Digweed, Martin [mdigweed@harris.com]
To: Annette Thomas; Hannah Stanley; dagsmall@hotmail.com
Cc: Colin Broughton; Smeddle, Jeremy; Peter Harries; Andrew Sparkes
Subject: RE: Triangle Field Hungerford - Rugby Club - update
Attachments:  306 Loan Approval.doc(54KB)

I now have the insurance certificates and quotes in from the main contractors, I am waiting on one final hard copy which I hope to receive by the of the week I will then put together the paperwork and send it out.

With respect to the RFU loan, rather than raising a separate charge, I would imagine the purpose if to guarantee the maximum amount due. If so then this is defined in the letter or approval from the RFU which I've attached. Is this acceptable?

The matter of the assignment was something that we raised as a club rather than originating from the RFU.

I hope this helps.

Regards

Martin

From: Annette Thomas [mailto:AThomas@westberks.gov.uk]
Sent: 13 April 2007 13:03
To: Digweed, Martin; Hannah Stanley; dagsmall@hotmail.com
Cc: Colin Broughton; Smeddle, Jeremy
Subject: RE: Triangle Field Hungerford - Rugby Club

Dear Mr. Digweed,

Thanks for your email.

In relation to points 1 and 2 could a request be made to the solicitors acting for the RFU that these matters be specifically referred to in the legal charge ?

I look forward to hearing from you.

Yours sincerely

Annette Thomas.

From: Digweed, Martin [mailto:mdigweed@harris.com]
Sent: Wed 11/04/2007 14:36
To: Hannah Stanley; dagsmall@hotmail.com
Cc: Annette Thomas; Colin Broughton; Smeddle, Jeremy
Subject: RE: Triangle Field Hungerford - Rugby Club

Apologies for taking some time to reply I've been working on site and haven't had access to mail and David has been on holiday.

1. The amount of the RFU loan is £25,000 and it is interest free so this is the ceiling.

2. The assignment was a method of trying to ensure that the clubhouse would be used to the benefit of the trustees and council, taking into consideration very unlikely events such as the club disbanding or demand moving us onto a different site.

With respect point 10 on David's e-mail relating to quotes and insurance I am in the process of gathering this information and hope to have it early next week.

Regards

Martin

From: Hannah Stanley [mailto:HStanley@westberks.gov.uk]
Sent: 04 April 2007 14:46
To: dagsmall@hotmail.com
Cc: Annette Thomas; Digweed, Martin; Colin Broughton
Subject: Triangle Field Hungerford - Rugby Club

Sent on behalf of Annette Thomas

Dear David,

Thank you for your recent emails.

With regard to the Legal Charge I have two comments:-

1. Could you please confirm the amount to be secured by the charge. David, when we met you mentioned a figure of £25,000.00. Is this inclusive or exclusive of interest? Also, would the mortgagor be prepared to agree a ceiling?

2. Also at the meeting David I think you mentioned the mortgagor would wish to assign the premises to another sports body in the event of default of the charge but this is not referred to in the standard Legal Charge which simply refers to the usual enforcement provisions.

I also look forward to hearing from you in response to the outstanding legal points including the revised Licence for Works which you wished to amend.

Colin and I also await outstanding documentation referred to in point 10 of your email of 21st March 2007.

Regards

Annette

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Jeremy Smeddle
Hungerford RFC
7 St. Swithins Close
Wickham
Newbury
Berks
RG20 8HJ

27th October 2006

Dear Jeremy

Interest Free Loan Scheme: Hungerford Rugby Football Club ("the Club")
Reference: 306

I am pleased to inform you that the Rugby Football Foundation ("RFF") has agreed to offer the Club an interest free loan of £25,000 ("the Loan") for the Clubhouse ("the Project").

Conditions (financial)

The Loan is subject to the following specific conditions:

1. the Club will repay the Loan to the RFF in equal quarterly instalments of £625 on the usual quarter days in each year commencing on the next but one quarter day after the first advance (we regret that it is now no longer RFF policy to allow initial capital holidays on loans).
2. the Loan repayments to be made by Direct Debit to the RFF. Please complete the enclosed Direct Debit mandate and return this to me.
3. the Club provides a first charge over the property as security for the Loan as indicated in the application form. Please note that the charge will remain in place for the duration of the Agreement, which may include a period of time after the final instalment of the Loan has been repaid to the RFF

In order to complete the Loan set up could you please ask your solicitors to contact our solicitors, Mr I Gilmour, Edwin Coe Solicitors, 2 Stone Buildings, Lincoln's Inn, London, WC2A 3TH, (Tel: 020 7691 4000).

Conditions (operational)

Further to the above, clearance will also be required from the Case Officer that the club has satisfied the following criteria prior to the first loan advance:

4. clearance is given by the RFF Case Officer on the architectural plans
5. the club provides a five year cash flow forecast
6. the club secures all required partnership funding and provides a final agreed quote for the work
7. the club reviews its policies around referees and volunteers and supports the RFU initiatives in these areas

For further details of satisfying these criteria please contact the Case Officer, Dave Stubley, Rugby House, Rugby Road, Twickenham, TW1 1DS, mobile: 07736 722387.

Acceptance

I enclose two copies of the General Terms and Conditions of Loan, which together with this letter set out the terms and conditions that apply to this offer. I would be grateful if the Club's representative could **sign one copy of this Loan Letter AND initial one copy of the General Terms and Conditions of Loan and return both to the RFF** in order to confirm the Club's acceptance of our offer. This will constitute the formal agreement between the RFF and the Club. **Please note** that this offer has an expiry date of twelve months from the date of this letter.

Evidence of work performed

After completion of all the above, the loan monies will be paid direct to the club upon presentation of copies of supplier invoices for the work carried out. In order to administer this efficiently it would be helpful at this stage if you could provide us with an estimated timetable of when such invoices will be forthcoming.

Summary

In order to commence drawdown of the loan monies all the criteria above must be satisfied, in summary these are:

- fulfilment of financial conditions (clearance given by our solicitors)
- fulfilment of operational conditions (clearance given by the RFF Case Officer)
- acceptance (signed offer letter and Terms & Conditions returned to me)
- evidence of project work (copy invoices sent to me)

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

Yours sincerely

Keith Campbell

On behalf of the trustees of the Rugby Football Foundation

Cc: Ian Gilmour
Cc: Dave Stubley

Edwin Coe Solicitors
RFF Case Officer

Club confirmation of acceptance

Reference: **306**

On behalf of

I confirm that the Club hereby accepts the offer set out in this Loan Letter and agrees to be bound by the terms and conditions set out in this Loan Letter and the General Terms and Conditions of Loan attached and initialled. I confirm that I am authorised to sign this acceptance on behalf of the Club.

Signed:

Date:

Position in Club:

Hannah Stanley

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

Sent: Fri 13/04/2007 13:03

Dear Mr. Digweed,

Thanks for your email.

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I look forward to hearing from you.

Yours sincerely

Annette Thomas.

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With respect point 10 on David's e-mail relating to quotes and insurance I am in the process of gathering this information and hope to have it early next week.

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Sent on behalf of Annette Thomas

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Annette

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The views and opinions expressed in this e-mail are personal to the

<http://webmailtest/exchange/hstanley/Inbox/RE:%20Triangle%20Field%20%20Hung...> 12/04/2007

Hannah Stanley

From: Digweed, Martin [mdigweed@harris.com]

Sent: Wed 04/04/2007 14:59

To:

Subject: Read: Triangle Field Hungerford - Rugby Club

Your message


To: mdigweed@harris.com

Cc:

Subject:

Sent:

was read on 04/04/2007 14:59

 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; mdigweed@harris.com; Colin Broughton
Subject: Triangle Field Hungerford - Rugby Club
Attachments:

Sent: Wed 04/04/2007 14:45

Sent on behalf of Annette Thomas

Dear David,

Thank you for your recent emails.

With regard to the Legal Charge I have two comments:-


1. Could you please confirm the amount to be secured by the charge. David, when we met you mentioned a figure of £25,000.00. Is this inclusive or exclusive of interest? Also, would the mortgagor be prepared to agree a ceiling?
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Regards

Annette

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Hannah Stanley

Sent: Tue 06/03/2007 16:54

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

Sent on behalf of Annette Thomas

Colin,

Thank you for your email of yesterday.

Under the terms of the Headlease, the Town Council is permitted to make alterations and additions without reference to the District Council provided they are sports related. However, at the same time it is important that the District Council imposes standards to ensure that the building is constructed to a satisfactory standard with proper materials.

For this reason, the Licence to Undertake Works requires the works to be undertaken in a good and workmanlike manner in accordance with all necessary approvals which will include the planning permission, building regulation approval and any other approvals which would include CDM if necessary. The Town Council will covenant to procure that those works are carried out to the appropriate standard in accordance with the terms of the Licence.

The Licence also contains an obligation that details of insurance should be produced by the contractor.

I think therefore that the District Council is entitled to obtain evidence of the approvals and also the insurance and this is not an unreasonable request. I note in the Licence for Works there is reference to a building application number 06/00871/OTHFP which presumably is in the process of being considered although we should have sight of the application and also confirmation as to the stage reached.

I await sight of the revised Licence for Works which David Small indicated would be emailed to me and this may contain tighter controls regarding the construction of the works. The Town Council will also be entering into a direct Building Contract with the building contractor for the elements of the development to the existing building.

If you wish to meet to discuss further please let me know.


Thanks.

Annette

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

Hannah Stanley

Sent: Thu 29/03/2007 14:02

From: Annette Thomas
To: Hannah Stanley
Cc:
Subject: FW: Hungerford RFC
Attachments:  hungerford RFF _LEGAL CHARGE PRECEDENT.DOC(58KB)

Please place on front of file.

From: Digweed, Martin [mailto:mdigweed@harris.com]
Sent: Thu 29/03/2007 13:54
To: dagsmall@hotmail.com; Annette Thomas
Cc: Smeddle, Jeremy; Andrew Sparkes
Subject: FW: Hungerford RFC

Here is a copy of of the RFU's specimen legal charge. Is this what is required? As per the note from Helen, they need the property details and deduction of tile to complete the documentation.

Please let me know if you need anything else.

Regards

Martin

From: Helen Smith [mailto:Helen.Smith@EdwinCoe.com]
Sent: 29 March 2007 13:08
To: Digweed, Martin
Cc: Ian Gilmour
Subject: Hungerford RFC

Dear Martin

I am assisting Ian Gilmour in relation to the loan to your client from the Rugby Football Foundation.

Further to your telephone conversation with Ian yesterday, please find attached a specimen legal charge.

I hope to hear from you soon regarding your client's property details and deduction of title.

Yours sincerely

Helen Smith
Trainee Solicitor

Edwin Coe
2 Stone Buildings
Lincoln's Inn
London
WC2A 3TH

DD : 02076914016
FAX: 02076914176
<<hungerford RFF _LEGAL CHARGE PRECEDENT.DOC>>

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<http://webmailtest/exchange/hstanley/Inbox/FW:%20Hungerford%20RFC.EML?Cmd...> 29/03/2007

H.M. LAND REGISTRY

LAND REGISTRATION ACTS 1925 TO 2002

COUNTY & DISTRICT :

TITLE NO _____ :

PROPERTY :

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

(1) I [] ("the Mortgagor")

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

1

- 1.1 The Mortgagor with full title guarantee charges by way of Legal Mortgage all and every interest in or over the property comprised in the above title which the Mortgagor has power at law or in equity so to charge including all additions thereto and all buildings erections fixtures and fittings (not being chattels within the provisions of the Bills of Sale Acts) for the time being thereon ("the Mortgaged Property") as a continuing security to the Mortgagee for the due discharge and payment of all indebtedness and other liabilities on any account whatsoever of the Mortgagor to the Mortgagee whether present future actual or contingent and whether incurred solely severally or jointly
- 1.2 If the Mortgagor (or if more than one person, one or more of the persons defined as the Mortgagor) is a company incorporated under the Companies Act or an Industrial and Provident Society registered under The Industrial and Provident Societies Acts the Mortgagor (or such person or persons as aforesaid) also with full title guarantee charges by way of floating security all moveable plant machinery implements utensils building and other materials furniture and other equipment now or from time to time placed on or used in or about the Mortgaged Property as a continuing security to the Mortgagee for the due discharge of such indebtedness and other liabilities as aforesaid and the expression "the Mortgaged Property" shall be construed accordingly

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

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

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

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

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

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

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

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

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

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

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

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

Witness signature:

Print name:

Address:

.....

Or

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

Director)
)

Director/Secretary)
)

DATED

2007

[NAME OF CLUB / TRUSTEES ETC]

to

RUGBY FOOTBALL FOUNDATION

LEGAL CHARGE

- of -

[LTD / DESC OF LAND / CLUB NAME]

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

Ref: IAG/RUG.5.[xx]

Doc: 303420_1

Annette Thomas

Sent: Mon 05/03/2007 17:11

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

Annette,

I have just spoken to Martin Digweed of Hungerford Rugby Club who apparently is coordinating the building works.

Unfortunately it appears there will be no main contractor who will subcontract the various building works, the club to a degree relying on skills of members, except that the foundations and brickwork will be undertaken by outside contractors, Dashwood Builders and Austin Brickwork respectively.

The roofing is to be undertaken by a club member and the internal fit out also by club members, there being various tradespeople in the club.

In this situation it is difficult to know where ultimate responsibility will rest as the architect is an ex West Berks employee, Sam Anderson, but I doubt he has PI cover and the various trades will not wish to enter into collateral warranties.

The foundations and brickwork contractors will be undertaking the work on a commercial basis so theoretically they will have insurance cover but I am not sure who or how we can tie in any liability for defects with anyone except perhaps the Rugby Club.

As WBDC are merely giving licence to underlet to Hungerford TC, presumably the risk is primarily theirs if there is a problem in the future, and if an Agreement for Lease is being created presumably the sublease will not be completed until any defects or issues are resolved.

In the circumstances it does not seem that a JCT contract will be possible as no one contractor is responsible.

Additionally I think the CDM regulations will apply but the club seem unaware of this requirement. and this entails employing a project supervisor.

Although Martin Digweed said they are talking to Building Control, there should be a formal application with detailed building plans submitted showing how the various elements are to be built but I do not think the plans I have are of sufficient detail.

Perhaps we could have a chat on the best way forward but it seems the Town Council and Rugby Club have a relaxed attitude to the construction process.



It appears they expect the shell to go up over a period of 3/4 months and final completion within 9 months.

regards,

Colin

Attachments can contain viruses that may harm your computer. Attachments may not display correctly.
The sender of this message has requested a read receipt. [Click here to send a receipt.](#)

Hannah Stanley

From: Hannah Stanley **Sent:** Mon 05/03/2007 11:23
To: david.small@dmsolicitors.co.uk
Cc: Annette Thomas; Colin Broughton
Subject: Triangle Field Hungerford
Attachments:  [triangle field - licence to sublet - hungerford town council - 05-03-07.doc\(87KB\)](#)  [triangle field - underlease - 05-03-07.doc\(88KB\)](#)

Sent on behalf of Annette Thomas

Dear David,

Following the meeting on Thursday I have updated the Licence to Underlet (incorporating the Licence to Charge), together with amendments to the Underlease.

With regard to the Licence to Charge, this may need to be amended to reflect the wording of the Charge, once I have sight of the same. It was also agreed at the meeting on Thursday 1st March 2007 that an additional £50.00 would be made towards the Council's legal fees for amending the Licence to Underlet, to incorporate Licence to Charge.

I look forward to hearing from you shortly.

Yours sincerely

Annette Thomas

Hannah Stanley

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

Sent: Fri 02/03/2007 11:56

From: Annette Thomas
Sent: Fri 02/03/2007 11:56
To: david.small@clmsolicitors.co.uk
Cc: Colin Broughton
Subject: RE: Triangle Field , Hungerford

Thanks.

From: david.small@clmsolicitors.co.uk [mailto:david.small@clmsolicitors.co.uk]
Sent: Fri 02/03/2007 11:44
To: Annette Thomas
Subject: RE: Triangle Field , Hungerford

Thanks Annette and it was nice to meet you and Colin.

After getting back to Hungerford I sent a written report to the Club setting out the points we agreed and the additional information Colin said he would like. I said that we need to get everything organised within the next 7 days after which we had agreed that a further meeting should take place this time with a Club representative present. I expect to receive replies to this email over the weekend and will contact you again on Monday. I will also revamp the Licence for Works and email this to you.

Regards
David

From: Annette Thomas [mailto:AThomas@westberks.gov.uk]
Sent: 02 March 2007 10:35
To: david.small@clmsolicitors.co.uk
Cc: Colin Broughton
Subject: Triangle Field , Hungerford

Dear David,

Thank you for attending the meeting with Colin and I yesterday.

Could you please e mail the revised Licence for Works you mentioned at the meeting yesterday in order that I can consider its content.

I would also be grateful to receive a copy of the legal charge between the RFU and the Club.

If you and a representative of the Club wish to meet with Colin and I to expedite this matter (as suggested at the meeting), could you please confirm the date and time. I shall be unavailable on the afternoon of the 7th March and the morning of the 8th March.

I look forward to hearing from you.

Yours sincerely

Annette Thomas.

Annette Thomas**Sent:** Fri 02/03/2007 10:34

From: Annette Thomas
To: david.small@clmsolicitors.co.uk
Cc: Colin Broughton
Subject: Triangle Field , Hungerford
Attachments:

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I look forward to hearing from you.

Yours sincerely

Annette Thomas.

ATTENDANCE NOTE

File No.: L100660

Date: 1 March 2007

Subject: Triangle Field Hungerford

ACT attending Colin Broughton and David Small of Charles Lucas & Marshall.

1. Underlease Plan - although planning permission had been approved for the storage area, this area was not intended to be built.

The Underlease was to be part of the existing area and the new Clubhouse. On considering the plan, David Small realised that with regard to the existing area (to be retained by the Town Council) a separate building contract would be required between the Town Council and the Builder for this area.

2. The Builder was a member of the Rugby Club and Tenders had been submitted and his had been accepted.

Colin Broughton had not yet received all the building documents, with the exception of the Specification.

Colin pointed out that this contained no details regarding the surfacing of the car parking area.

Colin also required details on the following:-

- Project Supervisor
- Compliance with CDM Regulations
- Building regulation approval
- Insurance details
- Site security
- Collateral Warranties – appeared only professional to be used would be the Architect who was not qualified
- Timetable of works was outstanding

3. It was intended that the Trustees would charge the property for £25,000.00 and the monies would be paid by the RFU.

David Small had been in contact with the RFU's Lawyer in London. I requested sight of the Charge. Apparently there was to be a ceiling of £25,000.00 with no interest payable. The RFU wanted the ability to assign to another sports body if there was default on the Charge.

The total contract sum for building was approximately £150,000.00.

I said that in principle I anticipated this would be acceptable to the Council subject to sight of the Legal Charge.

ACT would amend the Licence to Underlet and an extra charge would be made of £50.00.

(A) Licence for Works

David Small wanted to change the format to an Agreement for Lease. I said I would consider provided that it did not compromise any of the obligations contained in the Licence for Works.

David Small said that he would email me a draft.

(B) Licence to Underlet

With regard to clause 6.1 David Small confirmed that the works would be completed within six months.

(C) Underlease

Clause 3.6

There was a discussion about the Trustees ability to lay out and use more than one rugby pitch. I said that the word 'more' implied that there could be more than two and the Council would be concerned about the exclusion of other users of the site. David Small confirmed that there were in fact about three or four football clubs using the site.

I said that a request should be made that this number should be restricted to two pitches.

There followed a debate about the wording of the Headlease. I interpreted clause 2.10.2 to read that the premises were not to be used for the exclusive use of any one sports club but in conjunction with other sports facilities if required. David Small did not agree with this interpretation and said that it was for the Town Council to decide which club could use the site. David Small suggested that this was the Council exercising a "big brother" approach and I said that this was not the case.

Finally, I suggested that a representative of the Rugby Club attends the next meeting with David Small in order that we could resolve outstanding issues.

Hannah Stanley

From: Annette Thomas
To: Hannah Stanley
Cc: Colin Broughton
Subject: RE: Hungerford Rugby Club - meeting
Attachments:

Sent: Wed 28/02/2007 10:53

Thanks.

From: Hannah Stanley
Sent: Wed 28/02/2007 10:45
To: Annette Thomas
Subject: RE: Hungerford Rugby Club - meeting

Annette,

The room is located in Policy on the second floor at Market Street.

Through the double doors and turn left. Through the doors and then turn right. Walk down as far as the sign which says Scrutiny and there is a notice on the door saying 'P&C Room 2'.

Hannah

From: Annette Thomas
Sent: Wed 28/02/2007 10:15
To: Hannah Stanley
Cc: Colin Broughton
Subject: RE: Hungerford Rugby Club - meeting

Thanks - which floor and where is it located ?

From: Hannah Stanley
Sent: Wed 28/02/2007 10:11
To: Annette Thomas
Cc: Colin Broughton
Subject: Hungerford Rugby Club - meeting

Annette,

I have booked P & C Room 2 for 11.30 - 1.00 for the above meeting tomorrow.

Hannah

From: Annette Thomas
Sent: Wed 28/02/2007 09:34
To: Colin Broughton
Cc: Hannah Stanley
Subject: FW: Hungerford Rugby Club - meeting

Colin,

Can you please confirm whether this time and date is convenient.

Hannah, on the assumption it is, please book a room.

From: Hannah Stanley
Sent: Mon 26/02/2007 12:44

To: Annette Thomas

Subject: Hungerford Rugby Club - meeting

Annette,

David Small from CLM phoned on Monday and requested a meeting.

It is arranged for Thursday 1st March at 11.30.

Regards

Hannah

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To: Colin Broughton
Cc: Hannah Stanley
Subject: RE: Hungerford Rugby Club - meeting
Attachments:

Sent: Wed 28/02/2007 10:16

Thanks Colin.

From: Colin Broughton
Sent: Wed 28/02/2007 10:13
To: Annette Thomas
Subject: RE: Hungerford Rugby Club - meeting

Annette,

I am available tomorrow at 11.30.

regards,

Colin

From: Annette Thomas
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Subject: Hungerford Rugby Club - meeting

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Regards

Hannah

Hannah Stanley

From: Annette Thomas

Sent: Fri 23/02/2007 11:03

To: Hannah Stanley

Cc:

Subject: FW: Triangle Field

Attachments:

From: Martyn Powers

Sent: Fri 23/02/2007 10:59

To: David Holling

Cc: Colin Broughton; Annette Thomas

Subject: Triangle Field

David,

I refer to our brief conversation yesterday.

I understand that WBC legal costs and Surveyor's fees incurred in the completion of legal formalities are to be reimbursed as part of the agreement.

Regards

MP

Hannah Stanley

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

Sent: Fri 23/02/2007 10:12

Thanks Colin for the delegated authority.

To date, I have not received a response from David Small of Charles Lucas and Marsahll to my last e mail.

Hannah Stanley

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

Sent: Thu 22/03/2007 14:51

Please print and place on front of file.

From: David Small [mailto:dagsmall@hotmail.com]
Sent: Wed 21/03/2007 20:58
To: mdigweed@harris.com
Cc: gkoddjob@yahoo.co.uk; jeremy.smeddle@gb.unisys.com; Annette Thomas; Colin Broughton
Subject: Triangle Field, Hungerford - Rugby Club

Martin this is to confirm the agreed points at this evening's meeting - I am copying this to Peter so that he can include them in the Minutes and to Jeremy, Annette and Colin for information.

1 Building contract - in order to achieve a significant saving the Club wishes to enter into separate contracts with the main builder Dashwood Construction, the roofing contractor Heritage Roofing, with Chelwood Windows as regards the windows and AN Other (can't remember who this is) as regards the car park extension. What we need therefore is for West Berks to accept this as the best that can be achieved, and for each contractor to supply quotes which become firm contractual commitments as soon as they are accepted. At the moment the only quote I have a copy of is from Heritage Roofing - could you supply copies of the other quotes please asap.

2 Because there won't be a formal building contract I don't think that we can pursue the idea of a collateral warranty so that the Town Council can step in should the Club get into difficulty. However in practice this isn't likely to be a problem as the contractors will want to finish the job so that they can get paid and the Town Council isn't likely to want to wash its hands of an unfinished building. Colin could you please let me know whether this is OK from your point of view.

3 Could you also ask each contractor to provide a copy of his/its insurance certificate, this being one of the points raised by Colin at the meeting I attended on 1st March.

4 Colin also asked for evidence of Building Regulations approval and for a timetable of works but I gather that you have sent these items to him.

5 You told me that the overall Project Manager will be Andy Sparkes who is also one of the Club Trustees. Can you get him to send me a letter confirming what arrangements he will be making and overseeing for site security and storage of materials and equipment on site while construction is in progress.

6 We agreed that the separate storage area at the other end of the existing building won't be brought into this project as it is a separate Town Council-funded project even if it is covered by the same planning consent. The TC will therefore have to get its own tenders for the work and apply to West Berks for a separate Landlord's consent as and when it wants to go ahead with this.

7 As regards pitches the Town Council will provide West Berks with a letter

confirming that the maximum number of rugby pitches on the Triangle Field will be two - I hope this will be sufficient to cover Annette's concern on this point.

8 As regards the RFU's charge over the clubhouse I will contact the RFU's solicitor tomorrow and ask him to forward a draft to me and I will send this on to Annette as soon as I receive it.

9 As regards the remaining legal points (only one or two of them) I will email Annette separately hopefully tomorrow.

10 We agreed to send all the required building contract documentation and insurance certificates etc to Annette and to ask her to check them with Colin and then to organise a meeting a few days later to deal with any remaining points. We need to do this by mid-April if possible so as to report to the Town Council at its May meeting that everything has been done that ought to be done. I don't know what the arrangements are for West Berks to execute the legal documentation but think the idea is for Colin to seek delegated authority.



Hope this helps and will be in contact again soon.

Regards
David

Solve the Conspiracy and win fantastic prizes.
<http://www.theconspiracygame.co.uk/>

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Hannah Stanley

From: Hannah Stanley **Sent:** Wed 14/02/2007 15:47
To: david.small@dmsolicitors.co.uk
Cc: Annette Thomas; Colin Broughton
Subject: Triangle Field Hungerford
Attachments:  [triangle field - underlease - 14-02-07.doc\(83KB\)](#)  [triangle field - licence to sublet - hungerford town council - 14-02-07.doc\(75KB\)](#)

Sent on behalf of Annette Thomas

Dear Mr Small,

Colin Broughton has consulted District Councillors in connection with the proposed Sublease and District Councillors have requested that the Sublease contain restrictions contained in the planning permission to protect neighbouring properties. It is appreciated that in any event there is a covenant relating to compliance with planning permissions but nevertheless the Councillors wish to highlight the provisions in relation to the permitted use. I attach proposed amendments to the Underlease.

I also note clause 2.3 of the Licence to Underlet makes reference to the Headlease permitting underletting subject to the Landlord's consent. This is correct in the case of an ~~undertaking~~ of whole but not part. I attach amendments to clause 2.3 of the Licence to Underlet.

Yours sincerely

Annette Thomas

*Should
have read
underletting*

Hannah Stanley

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

Sent: Wed 14/02/2007 15:23

Thanks Colin.

I do not consider it is necessary to complete a separate Deed of Variation. The Licence to Underlet will be sufficient, although I note that the clause as drafted states the Headlease permits underletting subject to Landord's consent. This is correct if there is subletting of the whole but not part. In this case it is only part of the premises which is being underlet. I shall e mail David Small accordingly.

From: Colin Broughton
Sent: Wed 14/02/2007 12:49
To: Annette Thomas
Subject: Triangle Field

Annette,

It just occured to me that the existing lease to the Town Council has an absolute bar on subletting or assigning but does this need to be acknowledge by deed of variation or will the licence to underlet sufficiently cover the point.

regards,

Colin

Hannah Stanley

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

Sent: Wed 14/02/2007 14:12

From: Annette Thomas
Sent: Wed 14/02/2007 14:12
To: Colin Broughton
Subject: RE: Triangle Field Hungerford

Thanks Colin.

From: Colin Broughton
Sent: Wed 14/02/2007 12:39
To: Annette Thomas
Subject: RE: Triangle Field Hungerford

Annette,

The reason James Mole gave was that he felt that the planning conditions only remained enforceable for 5 years.

I was not aware this was the case but by reiterating the main conditions within the sublease I suppose it does give the Town Council a further opportunity to enforce the restrictions without coming back to the District Council to take enforcement action and thus gives a greater element of control to the Town Council.

regards,

Colin

From: Annette Thomas
Sent: Tue 13/02/2007 16:44
To: Colin Broughton
Cc: Hannah Stanley
Subject: RE: Triangle Field Hungerford

Thanks Colin.

Before I revert to Charles Lucas & Marshall can you please confirm the reasons why the Councillors wish these conditions to be included in the underlease.

From: Colin Broughton
Sent: Tue 13/02/2007 15:21
To: James Mole; Denise Gaines
Cc: Denise Gaines; Annette Thomas
Subject: Triangle Field Hungerford

Councillors,

Following my telephone conversation with Councillor James Mole I have obtained a copy of the planning consent with the various conditions and I would propose that the following conditions be reiterated within the sub lease to give greater control of the facility and also to protect the neighbouring premises :

1) That the premises maintain suitable scheme of sound insulation in order to protect the neighbouring residential premises . (Condition 9).

2) The hours of use of the premises be restricted to 0700 to 2330 on any day.(Condition 12)

3) The northern storage extension of the building shall only store items ancillary to the sport and playing field use of the site. (Condition 13)

4) 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.

As the proposals are already enforceable in terms of the planning consent I would not expect there to be any major reason why the proposed amendments would not be accepted within the body of the sublease.

I trust the proposals are acceptable.

regards,

Colin Broughton
Estates Officer

Hannah Stanley

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

Sent: Tue 13/02/2007 16:44

Thanks Colin.

Before I revert to Charles Lucas & Marshall can you please confirm the reasons why the Councillors wish these conditions to be included in the underlease.

From: Colin Broughton
Sent: Tue 13/02/2007 15:21
To: James Mole; Denise Gaines
Cc: Denise Gaines; Annette Thomas
Subject: Triangle Field Hungerford

Councillors,

Following my telephone conversation with Councillor James Mole I have obtained a copy of the planning consent with the various conditions and I would propose that the following conditions be reiterated within the sub lease to give greater control of the facility and also to protect the neighbouring premises :

- 1) That the premises maintain suitable scheme of sound insulation in order to protect the neighbouring residential premises . (Condition 9).
- 2) The hours of use of the premises be restricted to 0700 to 2330 on any day.(Condition 12)
- 3) The northern storage extension of the building shall only store items ancillary to the sport and playing field use of the site. (Condition 13)
- 4) 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.

As the proposals are already enforceable in terms of the planning consent I would not expect there to be any major reason why the proposed amendments would not be accepted within the body of the sublease.

I trust the proposals are acceptable.

regards,

Colin Broughton
 Estates Officer

Hannah Stanley

From: Annette Thomas
To: david.small@clmsolicitors.co.uk
Cc: Colin Broughton; Hannah Stanley
Subject: RE: Triangle Field Hungerford - Strictly Private & Confidential
Attachments:

Sent: Tue 13/02/2007 16:10

Thanks for your e mail.

I note your comments regarding the Building Documents and the Building Timetable .

With regard to progressing this matter could also please address the outstanding points contained in Colin's e mail of 24th January which relate to funding (the charging issue, collateral warranties and insurances) .

Finally an undertaking to pay the Council's professional fees would be acceptable (provided we are in receipt of the undertaking before completion of the Licences) and details of the Council's fees are contained in Colin's e mail of the 24th January.

Yours sincerely

Annette Thomas

From: Hannah Stanley
Sent: Tue 13/02/2007 10:28
To: Annette Thomas
Subject: FW: Triangle Field Hungerford

From: david.small@clmsolicitors.co.uk [mailto:david.small@clmsolicitors.co.uk]
Sent: Tue 13/02/2007 10:23
To: Hannah Stanley
Subject: RE: Triangle Field Hungerford

For the attention of Annette Thomas

Thanks for your email.

I now understand that the Building Documents are still at the Town Council office awaiting my approval!! I will go there tomorrow morning and check through them and ensure that they are sent off promptly to Colin.

I am also awaiting the building timetable for the club and I will forward that to you as soon as I receive it.

From then on I think that the ball is in your court as regards any necessary discussions with Colin and other things you need to check, so for the moment I won't respond to any of the detailed points in your email save for the covenant on the Town Council's part to pay your costs - I know this won't be acceptable to the TC so what I propose is to ask you for a figure and I will then obtain a payment on account from the Club and give you a professional undertaking - would this be OK?

Regards

David

From: Hannah Stanley [mailto:HStanley@westberks.gov.uk]
Sent: 12 February 2007 12:54
To: dagsmall@hotmail.com; david.small@clmsolicitors.co.uk
Cc: Annette Thomas; Colin Broughton

Subject: Triangle Field Hungerford

Sent on behalf of Annette Thomas

Dear Mr Small,

Licence for Works

1. Noted.
2. We await timetable of works and can this please be produced as soon as possible.
3. Your comments are noted although the Council's position is reserved on this point pending further instructions.
4. I shall check with Colin Broughton and Colin or I will respond to you further on this point.
5. Noted.
6. We note it is intended the car park be enlarged. Can you please confirm whether or not it is intended the car park (including the enlargement) be included in the Sub-Lease.

I shall take instructions from Colin regarding the plan.

7. I note your comments in relation to clause 3.2.2 but I am not clear of the point you are making in relation to clauses 1.12 and 1.13.
8. Clause 5.1 - I shall take instructions once we receive a building timetable.
9. Any rights which may be registered at the Land Registry and also any other informal rights which are currently being exercised.
10. Amended as requested.
11. Agreed.
12. Noted.
13. Amended as requested.
14. Noted.

Amendments which have been agreed above are incorporated in the revised Licence for Works which is attached.

Licence to Underlet

1. Noted. It would be helpful if any further amendments were presented by strikeout.
2. Agreed.
3. Clause 5.4 - accepted although it should be a primary obligation from the Town Council as the tenant. In the event that the costs are not paid by the Club the Council reserves the right to charge the Town Council the monies as rent in arrears and therefore clause 6.2 has been reinstated.
4. Clause 6.1 - noted.

Underlease

1. Agreed.
2. Agreed - now redundant.
3. I shall take instructions on this point. In the interim however the wording has been reinstated as an "aide memoire".
4. Noted - although the original wording has been reinstated.
5. Instructions awaited.
6. Noted.

We look forward to hearing from you with regard to outstanding items in particular those referred to by Colin Broughton in his email of 24th January 2007 at 12:29.

Yours sincerely

Annette Thomas

ps. Since dictation we are having difficulties with amending the documents at the moment and these will follow shortly.

Disclaimer