

**Hannah Stanley**

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

**Sent:** Thu 08/02/2007 15:45

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**From:** David Appleton  
**Sent:** Thu 08/02/2007 15:44  
**To:** Colin Broughton; Nick Carter  
**Cc:** Mark Abinger; Martyn Powers; Annette Thomas  
**Subject:** RE: Triangle Field Hungerford

Hi Colin, sorry that this slipped my mind. From the point of view of my service area I am fully supportive of the rugby clubs plans and would not want WBC to frustrate their aspirations merely because it is outside of the terms of the existing lease. I think that we should change the lease to allow this particular sub let.

On the issue of social facilities being regarded or disregarded as ancillary to the main purpose of the lease, I would suggest that we take a very sympathetic view. In many sports clubs it is the income generated from the social facilities that ensures that the club is able to sustain its own future. All those mum's and dad's who take their budding Johnny Wilkinsons (or in my case Barry Johns) to the club every Sunday morning need somewhere to slip their coffees and gossip. In rugby, particularly at clubs like Hungerford who run two or three teams, arranging competitive fixtures against other clubs is itself a bit of a beauty parade. The first team might play in a structured league competition but the other teams play friendlies. Clubs tend to arrange fixtures against opponents who have the social facilities to ensure an enjoyable afternoon out.

Let them get on with it.

---

**From:** Colin Broughton  
**Sent:** Thu 08/02/2007 15:04  
**To:** Nick Carter  
**Cc:** MAbinger@westberks.gov.uk; MPowers@westberks.gov.uk; AThomas@westberks.gov.uk; DAppleton@westberks.gov.uk  
**Subject:** RE: Triangle Field Hungerford

I have received a response from Cllr Stansfeld that he has no objection to the subletting and also Cllrs Mole and Denise Gaines have raised no objection but wish for the conditions attached to the planning consent regarding hours of use to be reiterated in the sublease to protect the neighbouring premises .

regards,

Colin

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**From:** Nick Carter  
**Sent:** Tue 06/02/2007 18:02  
**To:** Colin Broughton; Anthony Stansfeld; Mark Abinger  
**Cc:** Mark Abinger; Martyn Powers; Annette Thomas  
**Subject:** RE: Triangle Field Hungerford

I have no problem. I would suggest getting the views of David Appleton as Head of Cultural Services and the two Ward members at some point once Anthony has formed a view.

Nick.

I have been requested to provide a briefing note in respect of Hungerford Town Councils proposal to

underlet part of the Triangle Field to Hungerford Rugby Football Club in order that they can construct a clubhouse facility.

The Triangle Field is leased by West Berkshire District Council to Hungerford Town Council under a lease for a term of 50 years from 1992 with a provision that the lease can be extended for a further period of 50 years, the rent currently being a nominal £5 p.a.

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The rugby club has in the past looked at working with the Hungerford Town Band to jointly extend the existing building to provide a bar, kitchen and practice/store room for the band, but the band were unable to proceed due to financial constraints.

The rugby club has decided to proceed with a scheme of its own and is supported by the Town Council, the proposal receiving full planning permission on 10 October 2005 ref 05/02564/FUL which is to provide a social building and changing facilities adjoining the existing changing rooms.

The RFC will provide funding for the building through sponsorship, its own reserves and from the Rugby Football Union.

The Town Council wishes to grant an underlease of 21 years to the RFC at a nominal rent of £10 pa for an area of land on which to build the clubhouse.

The playing pitches will need to be booked through the Town Council along with other potential users of the pitches.

The current proposal is that WBDC grant a licence to Hungerford Town Council giving them permission to underlet to the RFC and also a licence to carry out the building works.

However, the existing lease with the Town Council does have an absolute bar on assigning or subletting either the whole or part of the Triangle Field and technically the council may be able to resist the creation of an Underlease to the RFC if it felt it wished to do so, or it could relax this condition to permit the scheme to proceed.

The lease between the WBDC and Town Council makes provision that the tenant (Town Council) may erect and carry out alterations or additions to pavillions, changing rooms and toilets and other necessary facilities and equipment subject to the written consent of the landlord, not to be unreasonably withheld.

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The question of whether a social facility is ancillary to the use of the playing field and in particular rugby could be debateable but the Town Council appear to want to promote the RFC.

Currently I am awaiting copies of the plans from the solicitor acting for the Town Council showing exactly what it is that is proposed for the site but I would welcome any views as to whether the Council should support the Town Council and RFC in this proposal or if it would wish to raise objection and resist the subletting.

regards,

Colin

**Hannah Stanley**

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

**Sent:** Thu 08/02/2007 15:15

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**From:** Annette Thomas  
**Sent:** Thu 08/02/2007 15:14  
**To:** Colin Broughton  
**Subject:** RE: Triangle Field Hungerford

Thanks Colin.

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**From:** Colin Broughton  
**Sent:** Thu 08/02/2007 15:04  
**To:** Nick Carter  
**Cc:** Mark Abinger; Martyn Powers; Annette Thomas; David Appleton  
**Subject:** RE: Triangle Field Hungerford

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**Sent:** Tue 06/02/2007 18:02  
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**Cc:** Mark Abinger; Martyn Powers; Annette Thomas  
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The rugby club has decided to proceed with a scheme of its own and is supported by the Town Council, the

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Currently I am awaiting copies of the plans from the solicitor acting for the Town Council showing exactly what it is that is proposed for the site but I would welcome any views as to whether the Council should support the Town Council and RFC in this proposal or if it would wish to raise objection and resist the subletting.

regards,

Colin

**Hannah Stanley**

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

**Sent:** Thu 08/02/2007 14:58

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**From:** Colin Broughton  
**Sent:** Thu 08/02/2007 14:48  
**To:** Annette Thomas  
**Cc:** Martyn Powers  
**Subject:** Triangle Field

Annette,

Cllr James Mole has contacted me and has spoken with Denise Gaines and they are happy for the Town Council to grant the underlease but wish for the conditions given in the planning consent to be included within the lease and he would like me to mail him to let him know the conditions to be included.

It seems as though its condions relating to the hours and use of the premises but until I can get hold of a copy of the planning consent I am unable be more specific but David Small may need to be advised.

Sarah Appleton dealt with the application so I may ask her to clarify the situation.

regards,

Colin

**Hannah Stanley**

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

**Sent:** Wed 07/02/2007 09:19

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**From:** Nick Carter  
**Sent:** Tue 06/02/2007 18:02  
**To:** Colin Broughton; Anthony Stansfeld; Mark Abinger  
**Cc:** Mark Abinger; Martyn Powers; Annette Thomas  
**Subject:** RE: Triangle Field Hungerford

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**Hannah Stanley**

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

**Sent:** Tue 06/02/2007 16:29

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**From:** Annette Thomas  
**Sent:** Tue 06/02/2007 16:28  
**To:** Colin Broughton  
**Cc:** Martyn Powers; Mark Abinger; Nick Carter  
**Subject:** RE: Triangle Field Hungerford

Thanks Colin.

On that basis I assume we shall proceed as originally requested subject to the information requested by you and the draft licences I have issued together with the amendments to the draft underlease.

We shall still require delegated approval.

Thanks.

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**From:** Colin Broughton  
**Sent:** Tue 06/02/2007 16:18  
**To:** Annette Thomas  
**Cc:** Annette Thomas; Martyn Powers; Mark Abinger  
**Subject:** FW: Triangle Field Hungerford

Annette,

Attached is a response from Cllr Stansfield regarding Triangle Field which appears to be supportive.

regards,

Colin

---

**From:** Stansfield  
**Sent:** Tue 06/02/2007 09:39  
**To:** Colin Broughton  
**Subject:** Re: Triangle Field Hungerford

Dear Colin,

I would certainly support the Hungerford Town Councils proposal to support the Rugby Club by the underletting of part of the Triangle Field> Any problems please let me know,

Yours,  
 Anthony Stansfield.

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

**From:** Colin Broughton  
**To:** [stansfeld@newbury.net](mailto:stansfeld@newbury.net)  
**Sent:** Friday, February 02, 2007 2:34 PM  
**Subject:** Triangle Field Hungerford



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**Disclaimer**

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**Hannah Stanley**

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

**Sent:** Mon 05/02/2007 09:31

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**From:** Colin Broughton  
**Sent:** Fri 02/02/2007 14:34  
**To:** Anthony Stansfeld; Nick Carter; Mark Abinger  
**Cc:** Mark Abinger; Martyn Powers; Annette Thomas  
**Subject:** Triangle Field Hungerford

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regards,

Colin

**Annette Thomas**

---

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

**Sent:** Mon 08/05/2006 15:29

Annette,

Are you available tomorrow morning or early afternoon to discuss the Town councils request to give an underlease to the rugby club to build a clubroom at the above ?

I have a meeting between 3.30 and 4.30 but otherwise I am free.

regards,

Colin

# MEMORANDUM

To: Annette Thomas – Principal Solicitor      Our Ref: CB/pc/201/98/33.4  
From: Colin Broughton – Property Services      Your Ref:  
Extn: 2833      Date: 10 May 2006

## THE TRIANGLE FIELD - HUNGERFORD

Attached is a copy of a letter from Hungerford Town Council who are requesting the District Council give consent to them underletting an area of land to the Rugby Club to construct a clubhouse.

I have written to the Town Council to clarify that only the clubhouse land will be included into the sub-lease and that the existing changing rooms will remain unchanged and available to the public.

I have also requested details of rent that is to be levied to the Rugby Club, and also written to Cllrs James Mole and Denise Gains for their views.

Whilst the lease currently does prevent underletting, if there is a will to permit the extension, then clearly this can be accommodated.

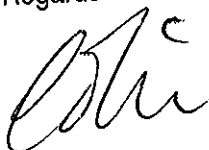
Martyn Powers felt that it would be better to grant a new lease altogether on the field but I am not aware of any lease or other arrangement which relates to the existing changing room, as opposed to the field, since I believe the changing rooms may have been provided by the Town Council.

The existing lease is for 50 years with a proviso for the Town Council to take another 50 years lease at the end of the term, and I attach a copy for ease of reference.

The question of whether the clubhouse is an improvement and subject to any compensation at the end of sub-lease may be something to be considered but as the Town Council could renew the term for a longer period when it expires, this may not be an issue, but in any event to claim compensation for the building as opposed to the rateable value compensation is a complicated process and my understanding is that it is very unusual for a tenant to make a successful claim.

I would be grateful for your view on the proposal or if you wish to meet to discuss the matter please let me know.

Regards



**COLIN BROUGHTON**  
**ESTATES OFFICER**

att: Letter from Hungerford Town Council

*Y. Mole David 1573*  
*(Safe 3)*



33.4

# HUNGERFORD

## Town Council

The Mayor  
Mr Mansil Morgan  
Lynmoor  
11 Church Way  
Hungerford  
Berkshire  
RG17 0JX



The Town Clerk  
Mrs Jean Hutchings  
Rear of Crown House  
23 High Street  
Hungerford  
Berkshire  
RG17 0NF

Tel: 01488 682372

Tel: 01488 686195  
hungerfordclerk@hotmail.co.uk

5<sup>th</sup> May 2006

West Berkshire Council,  
Market Street,  
Newbury,  
Berkshire,  
RG14 5LD

*colin*  
*Please liaise with*  
*Annette Thomas.*  
*I favour a completely new lease!*  
*WP 8/5/06*

For the attention of Colin Broughton – Asset Development

Dear Sirs,

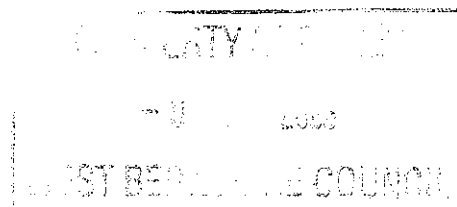
**The Triangle Field, Hungerford**

Following our telephone conversation this morning I now write on behalf of the Town Council to request your Council's approval in principle, as our Landlord under the lease dated 10<sup>th</sup> September 1992, for the following:

1. For the construction of an extension to the current building on the Triangle Field, which provides changing rooms and other facilities for users, so as to provide Hungerford Rugby Club with its own changing rooms, bar area and ancillary facilities in accordance with the Club's planning consent. This was granted in March of this year and the reference number is 05/02564/FUL. This consent is requested under clause 2.8.2 of the lease.
2. For this extension and its site to be subleased to the Club for a period of 21 years, in line with similar leases which the Town Council has granted to the town's football and cricket clubs of their club facilities which form part of the War Memorial Recreation Ground. It is proposed that the terms of the underlease will require the Club to keep the whole of the new premises (internally and externally) in good repair and condition, and to be responsible for security and for observance of and compliance with the terms of the headlease at all times and in all respects, save for insurance which will remain the Town Council's responsibility (although the Club will be invoiced for a fair proportion of the premium each year).

At present the lease does not permit any underlettings (clause 2.12), so a Deed of Variation will also be required if this request is acceptable to your Council, in addition to the necessary formal Licence. If this would assist I will prepare and send to you a draft Underlease for your consideration and I also confirm that in line with usual practice the Town Council will pay or contribute towards your Council's reasonable legal costs if requested to do so.

I hope that this request is acceptable to your Council as this proposal has the full and enthusiastic support of the Town Council in order to enable the town's Rugby Club to continue to develop and expand. The funding for the construction will be provided entirely by the Club by way of grant aid, sponsorship and fund raising, including significant financial assistance from the Rugby Football Union which will only be forthcoming if the Club is secure in its new premises, hence the agreement in principle for it to be granted an Underlease, as has been done in the past in relation to the football and cricket clubs as mentioned above.







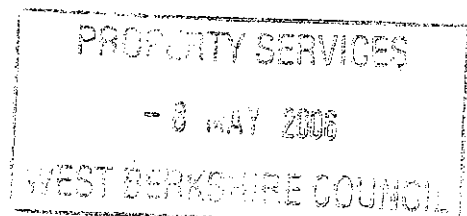
Could I also please ask for your reply to this letter, which I hope will confirm your Council's agreement in principle to these requests, as soon as possible so that the Club can proceed with its financial arrangements and its application to the RFU in particular.

Many thanks for your assistance.

Yours sincerely,

*J.K. Hutchings*

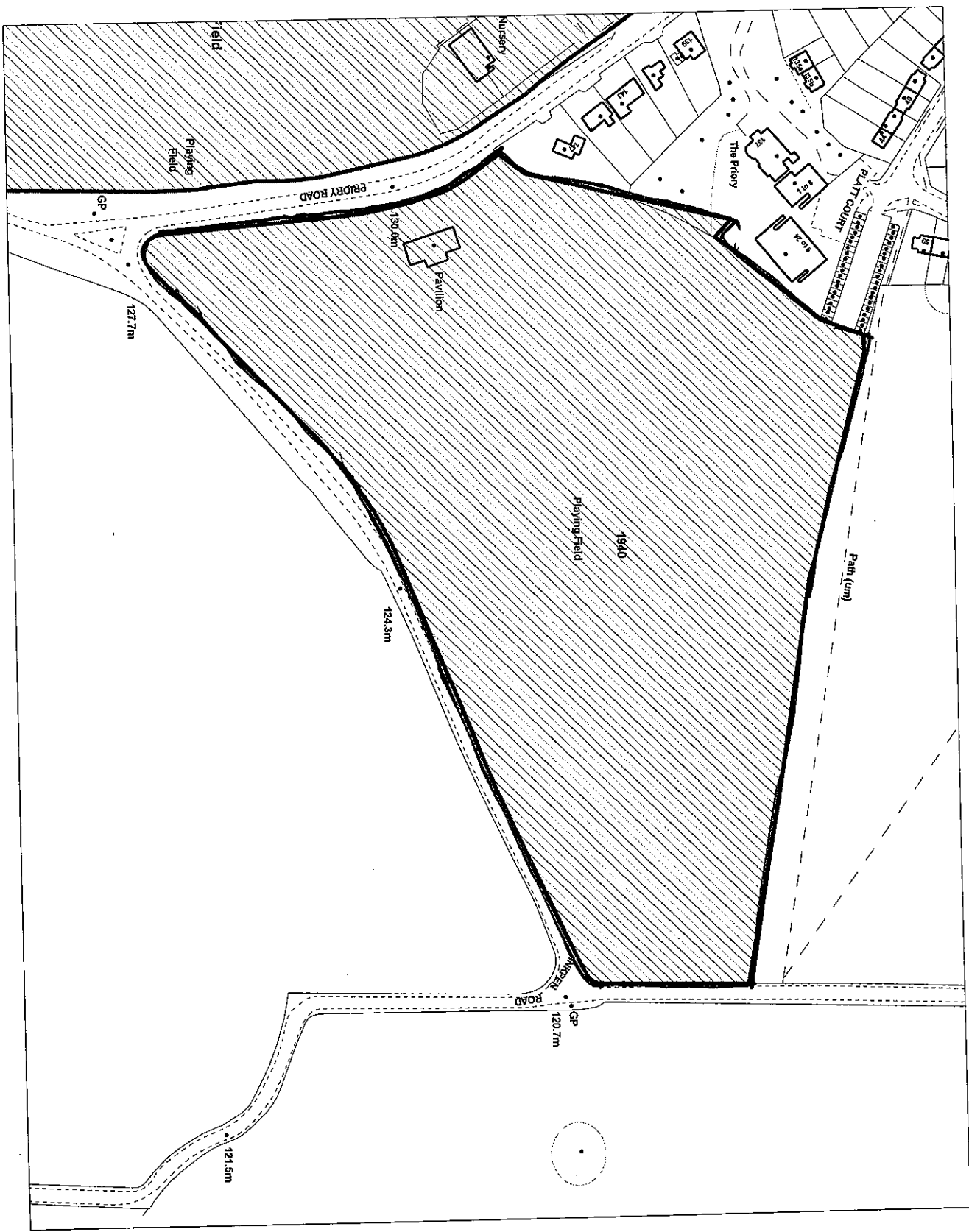
David Small  
Chairman  
Finance & General Purposes





# The Triangle Field Hungerford

## Location



Produced by the Libraries, Information and Communication Services Geographic Information System

### PARISH BOUNDARIES

- ☒ COUNCIL PROPERTY OWNED
- Text OS 1:1250 LANDLINE DATA ANNO
- OS 1:1250 LANDLINE DATA POINT
- OS 1:1250 LANDLINE DATA ARC
- Building Outline
- Building Footprint
- Parish Boundary
- Pecked Road Metalling
- General Line Detail
- General Peak Detail
- Vegetation Limit (sup)
- Vegetation Limit
- Minor Line Detail
- Water Feature
- Centre Line of Road
- Top of Slope
- Bottom of Slope
- Railway

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08May2006

1:2500



**West Berkshire**  
COUNCIL



**Hannah Stanley**

**From:** Annette Thomas  
**To:** Hannah Stanley  
**Cc:**  
**Subject:** FW: [Potential Spam] Triangle Field, Hungerford  
**Attachments:**

**Sent:** Mon 05/02/2007 09:29

**From:** Martyn Powers  
**Sent:** Fri 02/02/2007 10:20  
**To:** Colin Broughton  
**Cc:** Annette Thomas  
**Subject:** RE: [Potential Spam] Triangle Field, Hungerford

Colin,

Noted. Thanks. I am still concerned that this may not be just a Licence to Underlet and Building Agreement.

From my understanding the Field was originally intended for a wide communal use and not just the sectional interest of the Rugby Club. I have always maintained that there is a case for a completely new lease to reflect the changed situation. This may provide the opportunity to improve the terms of the lease from WBC's point of view.

Mark has requested that a very brief note outlining the current situation be drafted and sent to Nick Carter and Cllr Stansfeld. Can I leave this with you please?

Regards  
 MP

**From:** Colin Broughton  
**Sent:** Thu 01/02/2007 17:54  
**To:** AThomas@westberks.gov.uk  
**Cc:** AThomas@westberks.gov.uk; MPowers@westberks.gov.uk  
**Subject:** FW: [Potential Spam] Triangle Field, Hungerford

Annette,

Copy reply from David Small FYI.

regards,

Colin

**From:** David Small  
**Sent:** Thu 01/02/2007 17:31  
**To:** CBroughton@westberks.gov.uk  
**Cc:** hungerfordclerk@hotmail.co.uk; jeremy.smeddle@gb.unisys.com; mdigweed@harris.com; gkoddjob@yahoo.co.uk; rebeccascorey@hotmail.co.uk; stevemills36@hotmail.com  
**Subject:** RE: [Potential Spam] Triangle Field, Hungerford

Hello Colin - all that happened was a ceremonial turf-cutting exercise, coinciding with a mini-rugby event for youngsters that was organised some months ago - it seemed a good idea to combine the two to get some useful publicity with the local Press and Meridian TV. Substantive building/digging won't start until the proper legal documentation has been signed and completed.

Hope this reassures you !! even the turf-cutting was reinstated - three turves were dug out for the benefit of the cameras then put back again.



The Steering Group will be meeting soon to go through the revised draft documents received from your legal department and hopefully we can move ahead quickly after that.

Regards  
David

>From: Colin Broughton <CBroughton@westberks.gov.uk>  
>To: David Small <dagsmall@hotmail.com>  
>CC: "AThomas@westberks.gov.uk" <AThomas@westberks.gov.uk>  
>Subject: RE: [Potential Spam] Triangle Field, Hungerford  
>Date: Thu, 1 Feb 2007 14:37:35 +0000  
>  
>David,  
>  
>I couldn't help noticing in the Newbury Weekly News that it appears the  
>foundations for the new Rugby clubhouse are about to be dug so presumably  
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>licence to underlet and building licence have been completed.  
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>council could withhold its consent if it was unhappy in any way with the  
>scheme even though it does have planning consent, albeit the planning file  
>appears to be currently misplaced such that I cannot even see what was in  
>the application.  
>  
>Please can you let me know what the current situation is in respect of  
>construction and let me have as soon as possible copies of plans showing  
>what it is that is proposed to be built on the site.  
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>From: David Small  
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>stevemills36@hotmail.com  
>Subject: [Potential Spam] Triangle Field, Hungerford  
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>Dear Colin,  
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>Further to our telephone conversation I attach copies of the draft  
>Agreement for Lease and Underlease, the terms of which have been  
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>area of land immediately adjoining the existing changing rooms building on  
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>Agreement will govern the relationship between the parties while the new  
>building is being constructed, after which the Underlease will be completed  
>for a term of 21 years. The building already has the benefit of full  
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>The attached draft documents are closely based on the documentation you  
>kindly supplied some time ago in relation to Thatcham Hockey Club, so I  
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>them - however if you or they have any comments and/or feel that any  
>amendments are necessary please let me know.  
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>What Hungerford Town Council needs in order to go ahead with this project  
>is West Berks' formal Licence to Underlet as the Town Council's landlord.  
>I will ask our Clerk to write formally to you to request this, but could  
>this email please be accepted for immediate purposes as a request for  
>consent in principle.  
>  
>One point which still needs to be finalised is the plans to be attached to  
>the documentation, which the Club has agreed to provide but which have not





**Hannah Stanley**

**From:** Annette Thomas  
**To:** Hannah Stanley  
**Cc:**  
**Subject:** FW: [Potential Spam] Triangle Field, Hungerford  
**Attachments:**

**Sent:** Mon 05/02/2007 09:28

---

**From:** Colin Broughton  
**Sent:** Thu 01/02/2007 17:54  
**To:** Annette Thomas  
**Cc:** Annette Thomas; Martyn Powers  
**Subject:** FW: [Potential Spam] Triangle Field, Hungerford

Annette,

Copy reply from David Small FYI.

regards,

Colin

---

**From:** David Small  
**Sent:** Thu 01/02/2007 17:31  
**To:** CBroughton@westberks.gov.uk  
**Cc:** hungerfordclerk@hotmail.co.uk; jeremy.smeddle@gb.unisys.com; mdigweed@harris.com; gkoddjob@yahoo.co.uk; rebeccascory@hotmail.co.uk; stevemills36@hotmail.com  
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>Date: Thu, 1 Feb 2007 14:37:35 +0000

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>David Small

>  
>

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>MSN Hotmail is evolving check out the new Windows Live Mail  
><http://ideas.live.com>

>  
>

>Disclaimer  
>This e-mail and any files transmitted with it are intended solely for the  
>use of the intended individual or entity to whom they are addressed. If you

**Hannah Stanley**

**From:** Annette Thomas  
**To:** Hannah Stanley  
**Cc:**  
**Subject:** FW: [Potential Spam] Triangle Field, Hungerford  
**Attachments:**

**Sent:** Mon 05/02/2007 09:26

---

**From:** Martyn Powers  
**Sent:** Thu 01/02/2007 15:20  
**To:** Annette Thomas  
**Subject:** FW: [Potential Spam] Triangle Field, Hungerford

Annette,

I assume the article in the *NWN* relates to The Triangle Field. If this is the case I am very concerned that work has apparently commenced without completion of legal formalities.

Please can Colin and I discuss the position with you as soon as possible.

Thanks  
 MP

---

**From:** Colin Broughton  
**Sent:** Thu 01/02/2007 14:37  
**To:** David Small  
**Cc:** AThomas@westberks.gov.uk  
**Subject:** RE: [Potential Spam] Triangle Field, Hungerford

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Many thanks and best regards

David Small

---

MSN Hotmail is evolving check out the new Windows Live Mail  
<http://ideas.live.com>



**Hannah Stanley**

**From:** Annette Thomas  
**To:** Hannah Stanley  
**Cc:**  
**Subject:** FW: [Potential Spam] Triangle Field, Hungerford  
**Attachments:**

**Sent:** Mon 05/02/2007 09:25

---

**From:** Colin Broughton  
**Sent:** Thu 01/02/2007 14:37  
**To:** David Small  
**Cc:** Annette Thomas  
**Subject:** RE: [Potential Spam] Triangle Field, Hungerford

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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  
**To:** dagsmall@hotmail.com; david.small@clmsolicitors.co.uk  
**Cc:** Annette Thomas; Colin Broughton  
**Subject:** Triangle Field Hungerford  
**Attachments:** [triangle field - licence for works \(strikeout\) - 25-01-07.doc\(113KB\)](#) [triangle field - licence for works \(clean\) - 25-01-07.doc\(84KB\)](#) [triangle field - licence to sublet - hungerford town council - 25-01-07.doc\(71KB\)](#) [triangle field - underlease - 25-01-07.doc\(81KB\)](#)

**Sent:** Thu 25/01/2007 14:35

**Sent on behalf of Annette Thomas**

Dear Mr Small

Following your email to Colin Broughton on 17th January 2007 I attach amendments to the draft documentation supplied under cover of your email.

I set out below my comments:-

**Agreement between Hungerford Town Council and the Trustees (Licence for Works)**

1. I have incorporated the District Council as a party to this Agreement and I have renamed it a Licence for Works. As a Licence it constitutes a Deed and therefore the potential enforcement of covenants against the Trustees will operate for a longer period than under an Agreement. ✓
2. Please provide a timetable of proposed works and anticipated completion date (to be inserted in clause 5.1). *Answer*
3. I have made provision that the premises be reinstated to mitigate against any claim made by the Trustees for improvements. *Not accepted*
4. Building Contract and other documents. When will these be available? *check Colin*
5. Second Schedule clause 2. I have added the District Council being consulted in relation to site meetings etc and other actions referred to in this clause. It is not clear at this juncture whether the District Council will exercise its rights, but wishes the right to do so. ✓

Strikeout and clean versions of the amended Agreement are attached.

**Licence to Sublet**

A draft is attached.

For the purpose of (clause 6.1) of the Licence to Sublet, we shall need to establish whether it is anticipated the Sublease will be completed. *should have read 'when'*

**Underlease**

I attach amendments.

1. Clause 3.6 - I refer to Colin Broughton's email of 24th January 2007 and we await further details concerning the arrangements for "laying out and using one or more rugby pitches". *Instructions*
2. Clause 5.9 - I note there is no prohibition to mortgage/charge the Sublease. The Headlease does contain an absolute prohibition not to mortgage/charge the Headlease premises. *Answer*

This issue has been raised by Colin Broughton (in his email of 24th January 2007) and we await a response. If consent is requested and obtained from the Council, a Licence to Charge will need to be drafted, although the Council's position is reserved on this issue.

3. Clause 5.18.4 - both for the reasons set out above, I suggest a reinstatement clause be added. *Not accepted*

Further amendments may be required pending receipt of information requested in Colin Broughton's email

of yesterday. Also, before the Council can approve the proposals, we shall need to be in receipt of delegated authority to proceed, pursuant to the District Council's Rules of Procedure (Constitution). This authority will be prepared by Colin Broughton.

Yours sincerely

Annette Thomas  
Principal Solicitor (Property & Commercial)  
West Berkshire District Council

tel: 01635 519341  
fax: 01635 519431  
email: [athomas@westberks.gov.uk](mailto:athomas@westberks.gov.uk)

**Hannah Stanley**

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

**Sent:** Wed 31/01/2007 15:40

Thanks.

Although embarrassing I suggest you request David Small to provide you with a copy of the planning application and approval.

---

**From:** Colin Broughton  
**Sent:** Wed 31/01/2007 15:36  
**To:** Annette Thomas  
**Subject:** Triangle Field Hungerford

Annette,

I have prepared a Delegated Authority report in respect of the Rugby clubhouse but unfortunately I have no plans to indicate where exactly this clubhouse is to be constructed.

I did go up to planning to look at the original application but it appears the file is misplaced and there is no detail on the internet planning system.

Until David Small can forward copy plans I am somewhat stuck as to exactly what is proposed and where this clubhouse is to be positioned and what rights need to be reserved.

regards,

Colin



**Hannah Stanley**

---

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

**Sent:** Thu 25/01/2007 12:37

**Sent on behalf of Annette Thomas**

Colin,

I think you need to start preparing the delegated authority for this scheme. This will involve:-

- \* Licence to undertake Works
- \* Licence to Sublet
- \* Licence to Charge (depending on the response we receive from David Small).

I shall write to David Small and inform him that before the scheme can be approved by the Council we shall need to be in receipt of delegated authority.

Thanks.

Annette

**Hannah Stanley**

**From:** Annette Thomas **Sent:** Wed 24/01/2007 14:42  
**To:** Hannah Stanley  
**Cc:**  
**Subject:** FW: FW: [Potential Spam] Triangle Field, Hungerford  
**Attachments:**

---

**From:** Annette Thomas  
**Sent:** Wed 24/01/2007 14:41  
**To:** David Small  
**Subject:** RE: FW: [Potential Spam] Triangle Field, Hungerford

Thanks .

---

**From:** David Small [mailto:dagsmall@hotmail.com]  
**Sent:** Wed 24/01/2007 14:40  
**To:** Annette Thomas  
**Subject:** RE: FW: [Potential Spam] Triangle Field, Hungerford

OK fine - best number to contact me on is mobile 0771 3094759.

Regards  
David Small

>From: "Annette Thomas" <AThomas@westberks.gov.uk>  
>To: <dagsmall@hotmail.com>, <david.small@clmsolicitors.co.uk>  
>CC: "Colin Broughton" <CBroughton@westberks.gov.uk>, "Hannah Stanley"  
><HStanley@westberks.gov.uk>  
>Subject: FW: [Potential Spam] Triangle Field, Hungerford  
>Date: Wed, 24 Jan 2007 14:37:57 -0000  
>  
>Dear Mr Small,  
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>Following Mr Colin Broughton`s e mail of today I confirm I shall also be  
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>Annette Thomas  
>Principal Solicitor ( Property & Commercial )  
>West Berkshire District Council  
>  
>  
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>  
>From: Colin Broughton  
>Sent: Wed 24/01/2007 12:29  
>To: David Small  
>Cc: Annette Thomas  
>Subject: RE: [Potential Spam] Triangle Field, Hungerford

>  
 >  
 >David,  
 >  
 >I have discussed the proposed Agreement and draft Underlease with the  
 >Councils solicitor and there are a few points that I need to clarify.  
 >  
 >I would like to see copy plans as currently I do not really know what or  
 >where the building is to be located. By reference to the underlease it  
 >would appear to be going to be constructed directly adjoining the existing  
 >pavillion but perhaps you would clarify.  
 >  
 >At para 3.6 regarding the club setting out a pitch presumably the pitch is  
 >only for temporary use and not exclusive use by the club and will not form  
 >part of the underlease but merely be booked for so many days a year as  
 >other users of the field would do.  
 >  
 >I understand the RFU will be taking a charge on the property for Â£25k the  
 >remainder of the funding of the Â£120k costs being met by grant,  
 >sponsorship and the clubs own funds and perhaps you would confirm tha this  
 >is still the situation and that costs have not increased or any other  
 >charge will be required as presumably the Council will need to give consent  
 >to charging the premises.  
 >  
 >Will the Parish be requesting collateral warranties to be entered into by  
 >the building designer and contractors to offer some form of protection in  
 >the event of a defect becoming apparent at a later stage in the building.  
 >  
 >Is there a building timetable in place that could be provided.  
 >  
 >The Council will wish to see that adequate insurances are in place prior  
 >to commencement of any building works and subsequently that the Rugby Club  
 >hold sufficient cover to indemnify the Council against any potential claims  
 >in respect of third party claims and Public liability etc.  
 >  
 >I note that the Parish Council are to arrange building insurance cover and  
 >to recharge the premium and I would like to receive confirmation upon  
 >handover that adequate cover is in place by the Parish Council.  
 >  
 >Finally the council would wish to reclaim its fees in respect of  
 >considering and granting the licence to underlet in the sum of Â£300 for  
 >solicitors fees and Â£300 for surveyors fees and trust that you find this  
 >reasonable.  
 >  
 >regards,  
 >  
 >Colin  
 >  
 >  
 >  
 >  
 >  
 >From: David Small  
 >Sent: Wed 17/01/2007 15:34  
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>I hope that this will be sufficient to enable you to get the ball rolling  
>and please telephone me at any time if you have any queries - the best  
>number to ring is my mobile 0771 3094759.  
>  
>Many thanks and best regards  
>  
>David Small  
>  
>  

---

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><http://ideas.live.com>  
>  
>  
>Disclaimer  
>This e-mail and any files transmitted with it are intended solely for  
>the use of the intended individual or entity to whom they are addressed. If  
>you

**Hannah Stanley**

**From:** Annette Thomas  
**To:** dagsmall@hotmail.com; david.small@clmsolicitors.co.uk  
**Cc:** Colin Broughton; Hannah Stanley  
**Subject:** FW: [Potential Spam] Triangle Field, Hungerford  
**Attachments:**

**Sent:** Wed 24/01/2007 14:37

Dear Mr Small,

Following Mr Colin Broughton's e mail of today I confirm I shall also be contacting you shortly regarding the draft documentation which you have prepared.

Yours sincerely

Annette Thomas  
 Principal Solicitor ( Property & Commercial )  
 West Berkshire District Council

---

**From:** Colin Broughton  
**Sent:** Wed 24/01/2007 12:29  
**To:** David Small  
**Cc:** Annette Thomas  
**Subject:** RE: [Potential Spam] Triangle Field, Hungerford

David,

I have discussed the proposed Agreement and draft Underlease with the Councils solicitor and there are a few points that I need to clarify.

I would like to see copy plans as currently I do not really know what or where the building is to be located. By reference to the underlease it would appear to be going to be constructed directly adjoining the existing pavillion but perhaps you would clarify.

At para 3.6 regarding the club setting out a pitch presumably the pitch is only for temporary use and not exclusive use by the club and will not form part of the underlease but merely be booked for so many days a year as other users of the field would do.

I understand the RFU will be taking a charge on the property for £25k the remainder of the funding of the £120k costs being met by grant, sponsorship and the clubs own funds and perhaps you would confirm that this is still the situation and that costs have not increased or any other charge will be required as presumably the Council will need to give consent to charging the premises.

Will the Parish be requesting collateral warranties to be entered into by the building designer and contractors to offer some form of protection in the event of a defect becoming apparent at a later stage in the building.

Is there a building timetable in place that could be provided.

The Council will wish to see that adequate insurances are in place prior to commencement of any building works and subsequently that the Rugby Club hold sufficient cover to indemnify the Council against any potential claims in respect of third party claims and Public liability etc.

I note that the Parish Council are to arrange building insurance cover and to recharge the premium and I would like to receive confirmation upon handover that adequate cover is in place by the Parish Council.

Finally the council would wish to reclaim its fees in respect of considering and granting the licence to underlet in the sum of £300 for solicitors fees and £300 for surveyors fees and trust that you find this reasonable.

regards,

Colin



---

**From:** David Small  
**Sent:** Wed 17/01/2007 15:34  
**To:** cbroughton@westberks.gov.uk  
**Cc:** hungerfordclerk@hotmail.co.uk; jeremy.smeddle@gb.unisys.com; mdigweed@harris.com; gkoddjob@yahoo.co.uk; rebeccacorey@hotmail.co.uk; stevemills36@hotmail.com  
**Subject:** [Potential Spam] Triangle Field, Hungerford

Dear Colin,

Further to our telephone conversation I attach copies of the draft Agreement for Lease and Underlease, the terms of which have been provisionally agreed as between Hungerford Town Council and Hungerford Rugby Club. As explained the proposal is for the Club to be allocated an area of land immediately adjoining the existing changing rooms building on the Field so that they can build their proposed new clubhouse on it. The Agreement will govern the relationship between the parties while the new building is being constructed, after which the Underlease will be completed for a term of 21 years. The building already has the benefit of full planning consent from West Berkshire Council.

The attached draft documents are closely based on the documentation you kindly supplied some time ago in relation to Thatcham Hockey Club, so I would hope that you and your legal department will feel comfortable with them - however if you or they have any comments and/or feel that any amendments are necessary please let me know.

What Hungerford Town Council needs in order to go ahead with this project is West Berks' formal Licence to Underlet as the Town Council's landlord. I will ask our Clerk to write formally to you to request this, but could this email please be accepted for immediate purposes as a request for consent in principle.

One point which still needs to be finalised is the plans to be attached to the documentation, which the Club has agreed to provide but which have not been received as yet - I will chase this up and forward the plans to you as soon as I receive them.

I would be grateful if this request could be dealt with as soon as possible as the Club has already lined up a builder and they want to start work asap so as to ensure that the building will be ready for use as from the start of next season. The Building Documents referred to in the draft Agreement will be sent to you separately along with the plans as soon as these arrive.

I hope that this will be sufficient to enable you to get the ball rolling and please telephone me at any time if you have any queries - the best number to ring is my mobile 0771 3094759.

Many thanks and best regards

David Small

---

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

## Hannah Stanley

**From:** Annette Thomas  
**To:** Hannah Stanley  
**Cc:**  
**Subject:** FW: [Potential Spam] Triangle Field, Hungerford  
**Attachments:** TriangleFieldagreement[3].doc(55KB) Trianglefieldlease[5].doc(66KB)

**Sent:** Wed 17/01/2007 16:14

Please print and place on front of file.

Thanks.

---

**From:** Colin Broughton  
**Sent:** Wed 17/01/2007 16:00  
**To:** Annette Thomas  
**Subject:** FW: [Potential Spam] Triangle Field, Hungerford

Annette,

Attached is a mail from David Small the solicitor acting for Hungerford Town Council with attachments of a draft Agreement for lease and draft Underlease.

I haven't had the chance to go through them yet but note the Town Council are only proposing a rent of £10 p.a. so there is no major commercial advantage.

The Town Council are looking for a licence to underlet part for 21 years and perhaps we could discuss this next week sometime.

regards,

Colin

---

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**Sent:** Wed 17/01/2007 15:34  
**To:** cbroughton@westberks.gov.uk  
**Cc:** hungerfordclerk@hotmail.co.uk; jeremy.smeddle@gb.unisys.com; mdigweed@harris.com; gkoddjob@yahoo.co.uk; rebeccacorey@hotmail.co.uk; stevemills36@hotmail.com  
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[http://webmailtest/exchange/hstanley/Inbox/FW:%20\[Potential%20Spam\]%20Triangle%20...](http://webmailtest/exchange/hstanley/Inbox/FW:%20[Potential%20Spam]%20Triangle%20...) 17/01/2007

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<http://ideas.live.com>

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**From:** Annette Thomas  
**To:** Hannah Stanley  
**Cc:**  
**Subject:** FW: [Potential Spam] Triangle Field, Hungerford  
**Attachments:**

**Sent:** Wed 17/01/2007 16:14

**From:** Annette Thomas  
**Sent:** Wed 17/01/2007 16:12  
**To:** Colin Broughton  
**Subject:** RE: [Potential Spam] Triangle Field, Hungerford

Thanks Colin - what about Wednesday next week .

If so, what time would be convenient to you ?

Thanks.

**From:** Colin Broughton  
**Sent:** Wed 17/01/2007 16:00  
**To:** Annette Thomas  
**Subject:** FW: [Potential Spam] Triangle Field, Hungerford

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Colin

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**Subject:** [Potential Spam] Triangle Field, Hungerford

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David Small

---

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## FILE REVIEW CHECKLIST

File Number L100660Field  
The Triangle, HungerfordFee Earner Annette Thomas

	YES	NO	N/A
<b><u>File Number</u></b>			✓
Are key dates recorded?			✓
Are undertakings clearly recorded on file?			✓
Are the documents arranged in an orderly way?	✓		
Does correspondence clip include attendance notes etc. so that a complete story is available?	✓		
<b><u>Individual cases</u></b>			
Is there a record of the requirement or instruction of the client?	✓		
Have risk procedures been followed?	✓		
Is there a record of the advice given?	✓		
Is there a record of the action taken by the department?	✓		
Has the initial letter been sent to the client?		✓	
<b><u>Progress of the Case</u></b>			
Complex case – is there a plan?		✓	
Is information given on progress of case at appropriate intervals?	✓		
Is information about changes in action planned given?	✓		
<b><u>End of Case</u></b>			
Is there a report to client on outcome and an explanation of further action of the client or further action of the department?			✓
Have original documents been returned to the client?			✓
Has client been told about storage and retrieval of papers?			✓
Has client been advised of a future review if appropriate?			✓
Have final risk procedures been followed?			✓

## FILE REVIEW SHEET

Client & Matter <i>ALF</i> <i>ESTATES / PROPERTY</i> <i>TRIANGLE AREA HUNGERFORD</i>	
Reference Number / Fee-Earner <i>L106660</i> <i>Annette Thomas</i>	
Reviewed by <i>Michelle Sherman</i>	
Date <i>11/9/2006</i>	
Comments <i>In good order - Research more than correspondence, documents on top of file not reviewed.</i>	
Corrective Action Required <i>None</i>	
Name of Person to take Corrective Action <i>None</i>	
Date corrective action to be taken by <i>ASherman</i>	
Signature of reviewer <i>ASherman</i>	Date <i>11/9/2006</i>
Signature of fee-earner <i>[Signature]</i>	Date <i>11/9/2006</i>

Corrective Action Taken

Above corrective action performed

Signature of fee earner

Date

Corrective action confirmed

Signature of reviewer

Date

Place one copy on matter file: one copy on central/departamental register

---

# BRIEFING NOTE

---

**File No.:** L100660

**Date:** 10 July 2006

**Subject:** The Triangle Hungerford – Rights of Mortgagees

---

I have been asked to research the Council's position when a sublease of part subject to a legal mortgage has been granted where the Council is the headlandlord and where the mortgagee of the legal mortgage takes possession or wishes to enforce a sale.

This is a brief outline.

## **Enforceability of Covenants in Sublease**

For any tenancy granted on or after 1<sup>st</sup> January 1996, any landlord covenant in a tenancy, which is enforceable by a tenant in respect of the premises demised by the tenancy, is also enforceable by any mortgagee in possession of those premises under a mortgage granted by the tenant.

Likewise, any tenant covenant, or right of re-entry, enforceable against a tenant in respect of the demised premises is also enforceable against a mortgagee in possession. Personal covenants or those that are unenforceable because of non-registration are not enforceable against a mortgagee in possession.

## **Rights of Mortgagee in Possession**

A mortgagee in possession can take possession proceedings once there has been default on the mortgage repayments by the borrower.

The mortgagee has one of two options open to it.

It may firstly appoint a receiver to manage the demised premises. The mortgagee can appoint a receiver whether or not it takes possession of the demised premises. The receiver will step into the shoes of the borrower acting as its agent and in the case of a tenant under a lease the receiver will be responsible for the payment of rent and mortgage repayments etc. Where the tenant is an individual the receiver will have not personal liability. If the tenant is a company then the receiver is personally liable upon any contract entered into.

Secondly, the mortgagee can seek a possession order from the Court and then once in possession can sell the property to recover all or part of the outstanding debt.

In the second instance any lender would require the ability to sell on the lease and would therefore not wish to lend on a lease which would appear to be too onerous. Eg. A non-assignable lease or a lease where there is a restricted user.

## **Rights of Mortgagee in Possession where the Headlease is terminated by surrender or forfeiture or option to determine**

### Surrender

If a headlease is surrendered, any subsisting sublease remains in place. The subtenant will become the direct tenant of the headlandlord. The headlandlord will then assume the responsibilities of the sublandlord. Therefore the mortgage will remain in place.

### Option to Determine

If the headlandlord exercises an option to determine, any sublease granted out of the headlease will cease. Therefore any mortgage will end.

If the headlease was not an excluded tenancy for the purposes of the Landlord and Tenant Act 1954, a subtenant in occupation has the right to remain in possession against the headlandlord and a right to a new tenancy unless the headlandlord can establish a ground under section 30(1) (a) to (g) of the Landlord and Tenant Act 1954 to terminate the tenancy.

### Forfeiture

If a headlease is forfeited all subtenancies and mortgages fall away.

However, Section 146 (4) of the Law of Property Act 1925 mitigates this for subtenants and mortgagees. It allows them and any person with any other estate or interest (such as liquidators, receivers or trustees in bankruptcy) in the property or any part of it comprised in the headlease to apply to Court for a new lease subject to any conditions deemed appropriate. This applies even if the headlease has been forfeited for non-payment of rent or on bankruptcy or liquidation.

The power of the Court to grant relief is discretionary. It will not grant relief where there is good reason why the headlandlord should not be subjected to it. Eg. If a sublease breached the terms of the headlease.

An applicant under this section will only be given the same term as was originally enjoyed by the subtenant.

The Court can require as a condition to a new lease:-

1. Execution of the new lease
2. Payment of rent, costs expenses, damages or other compensation.
3. The provision of a guarantor or surety
4. Any other conditions considered appropriate.

A mortgagee can also intervene where a landlord has obtained a possession order. However, it is unlikely to be successful where it was not notified of the proceedings before judgement was obtained and failed to intervene at the time. A mortgagee will therefore require a term in the lease that a landlord will notify it of any proceedings before they are commenced. There is no requirement in the legislation that says they should be notified.

Where a lease has been mortgaged, any assignment or surrender of it may be by a mortgagee or by a mortgagee's appointed receiver. The power to deal by the mortgagee is dependent upon the terms of the mortgage and statute. Leave of the Court may be required in some cases before a mortgagee can sell. Eg. where a tenant is a company in administration or if the breach of the mortgage is that the borrower has become bankrupt or is in liquidation.

## **Conclusion**

If the Council decides to permit a sublease that is subject to a mortgage, it should first insist that the mortgage is supported by guarantors. This may also be a requirement of the mortgagee. It should also insist on seeing a copy of the proposed mortgage.

Any mortgagee will require sight of the draft sublease, and possibly the headlease, and will more than likely insist that it be notified of any proceedings, which the landlord or the headlandlord may wish to take in respect of the premises. It will also more than likely wish to see that the sublease is capable of assignment and that it has a value to it should it need to enforce its power of sale.

SH

**Hannah Stanley**

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

**Sent:** Wed 05/07/2006 10:46

Please file.

---

**From:** Annette Thomas  
**Sent:** Wed 05/07/2006 10:45  
**To:** Sarah House  
**Subject:** Triangle Field , Hungerford

Can you please research the following , details set out below.

Council - freeholder.

Hungerford Town Council - tenant.

Rugby Club - proposed sub - tenant of part.

The Rugby Club wish to charge the property it intends to build ( Club House ) and will need to seek freeholder and tenant's consent . The value of the charge is likely to be £20,000 and the building cost is likely to be £120,000.

Can you please research implications for the Council , in particular if the chargee wishes to enforce its security. My book - insolvency and commercial leases may be of assistance.

Thanks.

---

# FILE NOTE

---

**File No.:** L100660

**Date:** 19 July 2006

**Subject:** Triangle Field Hungerford

---

1. Rugby Club – have they appointed solicitors?
  2. If we supply Henwick Worthy documentation – Lease responsibility of Charles Lucas & Marshall
  3. Council – grants Licence to Sublet (subject to ....?)  
Licence for Alterations (subject to ....?)  
Licence to Charge (subject to a ceiling?)
  4. Town Council enters into:-
    - (a) Agreement for Lease (would need longstop date)  
(Lease being granted on practical completion)  
Sublease granted by Town Council
    - or
    - (b) Licence to Build, and then sublease granted (would need longstop date)  
In interim:-
      - (i) District and Town Council grant Licence to Build
        - With guarantors?
        - Bond?
        - Collateral Warranties -- who has benefit, District or Town Council?
- The Licence to Build does not appear to have longstop date incorporated  
(see clause 5 – timescale for carrying out works)
5. Colin Broughton needs to check the Henwick Worthy Lease
    - (a) In particular – what about services? (clause 5.43)
    - (b) Also need freeholder's consent
    - (c) District Council/Town Council levy service charge?
    - (d) Additions/alterations (clause 5.4)?
  6. Degree of control over appointment of Building Contractor and Subcontractor?  
  
Do we want the right to inspect etc?

**Annette Thomas**

---

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

**Sent:** Tue 04/07/2006 17:06

Thanks for letting me have copies of the Henwick Worthy documentation .

Whilst they may be a useful starting point I think they will probably need some refinement.

I shall review the file and let you have a substantive response as soon as I can.



52.7

Legal Ref

GP/LS/L100041

Agreement for Lease for  
Part of Henwick Field, Thatcham

Revised

## Proposed Heads of Terms

## Subject to Contract

Lessor:	West Berkshire Council Council Offices, Market Street, Newbury, RG14 5LD
Lessee:	Newbury and Thatcham Hockey Club 3 Guarantors to be nominated.
Demised Premises:	Approximately 256m <sup>2</sup> as outlined on plan with easement for access for delivery vehicles only.
Term:	25 years upon practical completion of Clubhouse. Contracted out of the Landlord and Tenants Act 1954.
Rent:	£1250p.a. payable quarterly in advance.
Rates	Tenant is responsible for rates.
Rent Reviews:	Increased by the Retail Price Index every 5 years.
Use:	Members Clubhouse only. To be vacated by 10:00pm except by express agreement by JMC.
Alienation:	Sharing or sub-letting with Landlord's consent.
Outgoings:	All services are Tenant's responsibility.
Repairs and Maintenance:	Internal and external repairs are tenant's responsibility.
Insurance:	Tenant to insure buildings and also Public Indemnity Insurance.
Alterations:	With Landlord's consent
Costs:	Both parties to bear own costs.
References	Financial reference that Club is solvent i.e. Bank.
Other Terms:	Approval by Henwick Worthy Joint Management Committee.

2 The RFU will expect a charge over the Club premises as security for repayment of their loan - this will be interest-free and will be for 25,000, so less than a quarter of the total building cost in fact. The estimated cost is 120K and the remainder of the finance is being raised by grants (30K), sponsorship (30K) and from the Club's own funds (35K). We will therefore need your Council's consent for the Club premises to be charged as well.

3 As regards project timetables and estimates etc. once again the Henwick Field documentation was very useful here and I have suggested that the Club prepares something similar, and that they could contact you direct if they need any guidance which I hope is OK by you.

4 As regards what needs to come first, what the Club needs to progress its loan application is letters of intent from your Council and also the Town Council, confirming willingness for an underlease to be granted as soon as all necessary arrangements are in place as regards financing the project. At the same time we could be making progress as regards agreeing the terms of a formal Agreement as per Henwick, so that contracts can be exchanged fairly quickly after the RFU loan has been confirmed.

I hope this all makes sense but if you need any clarification please contact me at any time, and many thanks again for your help with this.

Regards

David

```
>From: Colin Broughton <CBroughton@westberks.gov.uk>
>To: David Small <dagsmall@hotmail.com>
>Subject: RE: Triangle Field, Hungerford
>Date: Thu, 25 May 2006 17:32:36 +0100
>
>David,
>
>Thank you for the mail.
>
>I will put in the post tomorrow (Friday) copies of the Agreement for lease,
>draft lease and various pieces of correspondence which may be of assistance
>in drafting the necessary documentation.
>
>regards,
>
>Colin
>
>
>From: David Small
>Sent: Thu 25/05/2006 15:19
>To: CBroughton@westberks.gov.uk
>Cc: hungerfordclerk@hotmail.co.uk; gkoddjob@yahoo.co.uk;
>rebecca@playground-services.co.uk
>Subject: RE: Triangle Field, Hungerford
>
>
>Hello Colin thank you for your email.
>
>I forwarded a copy on to the Rugby Club who will be meeting on 15th June to
>consider the points your raise so hopefully I will be able to respond
>shortly after that. In the meantime any info re the Hockey Club and
>Henwick Field etc would be useful.
>
>Regards
>David
>
>
>>From: Colin Broughton <CBroughton@westberks.gov.uk>
>>To: David Small <dagsmall@hotmail.com>
>>CC: "AThomas@westberks.gov.uk" <AThomas@westberks.gov.uk>
>>Subject: RE: Triangle Field, Hungerford
>>Date: Fri, 19 May 2006 16:41:39 +0100
```

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>Subject: RE: Triangle Field, Hungerford

>Date: Thu, 25 May 2006 17:32:36 +0100

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>regards,

>

>Colin

>

>

>

>From: David Small

>Sent: Thu 25/05/2006 15:19

>To: CBroughton@westberks.gov.uk

>Cc: hungerfordclerk@hotmail.co.uk; gkoddjob@yahoo.co.uk;

>rebecca@playground-services.co.uk

>Subject: RE: Triangle Field, Hungerford

>

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>Hello Colin thank you for your email.

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>David

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>

>

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>>From: Colin Broughton <CBroughton@westberks.gov.uk>

>>To: David Small <dagsmall@hotmail.com>

>>CC: "AThomas@westberks.gov.uk" <AThomas@westberks.gov.uk>

>>Subject: RE: Triangle Field, Hungerford

>>Date: Fri, 19 May 2006 16:41:39 +0100

>>

>>Dear David,

>>

>>Thank you for your mail and I note the information contained therein.

>>

>>I have briefly discussed the proposal to give licence to sublet by the >>Town Council to the rugby club with this councils solicitor and she is to >>consider how best this can be taken forward.

>>

>>One point that was raised was whether a charge is to be taken against the >>property by the Rugby Union in consideration of giving the grant , which >>will account for around 50% of the total building cost I believe.

>>

>>I will look up the Henwick Field Agreement where the council granted a >>building lease to the Hockey club and see if this is something that might

**Hannah Stanley**

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

**Sent:** Fri 19/05/2006 16:56

**From:** Colin Broughton  
**Sent:** Fri 19/05/2006 16:41  
**To:** David Small  
**Cc:** AThomas@westberks.gov.uk  
**Subject:** RE: Triangle Field, Hungerford

Dear David,

Thank you for your mail and I note the information contained therein.

I have briefly discussed the proposal to give licence to sublet by the Town Council to the rugby club with this councils solicitor and she is to consider how best this can be taken forward.

One point that was raised was whether a charge is to be taken against the property by the Rugby Union in consideration of giving the grant , which will account for around 50% of the total building cost I believe.

I will look up the Henwick Field Agreement where the council granted a building lease to the Hockey club and see if this is something that might be useful.

As with the hockey club , I would suggest that the rugby club be requested to draw up a project timetable together with details of their finances and estimates or copy tenders from contractors who have bid to undertake the work in order that it can be established that the rugby club will be able to meet the commitment in full before entering into any formal sublease.

Are the Rugby Union able to make a conditional offer of grant subject to the sublease being granted or must the club actually have the benefit of a lease before an offer can be made.

I will come back to you shortly when I have received the councils solicitors views and that of the portfolio member.

regards,

Colin

**From:** David Small  
**Sent:** Fri 19/05/2006 12:09  
**To:** cbroughton@westberks.gov.uk  
**Cc:** David.Small@clmsolicitors.co.uk; hungerfordclerk@hotmail.co.uk; gwynneth@newburyweb.net  
**Subject:** Triangle Field, Hungerford

Dear Colin

Thank you for your letter of 10th May which we discussed over the telephone this morning.

The proposed sublease is in respect of the new clubhouse only, with existing facilities to be retained for use by other users which currently include Hungerford Juniors Football Club and another local football Club, Wickham Wanderers.

As regards ground rent, because the Rugby Club will be providing all of the funding for construction costs (hence the proposal for an underlease in the first place, as the funding includes a lot of grant aid which the Club will

only get if it achieves security of tenure), the Town Council proposes to charge a nominal rent only, probably 10 per year as we do with the Cricket Club in relation to their ground at the War Memorial Recreation Ground.

As regards documentation I personally don't think we need a new lease, and that we ought to be able to manage with a Licence including a variation clause so as to permit the proposed underletting. This could also incorporate clauses dealing with the construction process and some kind of 'triggering mechanism' under which the go-ahead for commencement of construction is withheld until both Councils are satisfied that funding is in place and that we won't be left with a half-finished building on our hands - concern about this has already been expressed by one or two Town Councillors although my impression is that the Rugby Club are approaching the matter responsibly and professionally. However if you have had a similar situation in relation to Henwick Field and if there is an Agreement for Lease and/or other document which would be useful to crib from I would be very pleased to see a copy.

Also as I mentioned to you over the telephone the construction will be managed by a joint Steering Committee which has already met a couple of times and I am a member of this, as are two other Councillors Peter Harries and Rebecca Scorey and two representatives of the Rugby Club, including its Chairman Steve Mills. So I don't think that anything is likely to go wrong although obviously I will keep you posted as the process continues.

Best regards

David

**Hannah Stanley**

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

**Sent:** Tue 16/05/2006 12:54

Annette,

Thanks for your mail.

Councillor James Mole called in to the office yesterday and he had no objection but did express the point that the rugby club and Town Council must be able to show that financially the club are able to complete the new building and not run out of steam half way through, and then approach the council for funding.

Councillor Mole would ideally like some form of guarantor.

To date I have not received any response from Denise Gaines the other councillor.

I am still awaiting a response from the Town Councils solicitor regarding the question of what is included in the sublease and what if any rent is being charged.

I will let you have a copy of the planning consent when I manage to get hold of a copy and get back to you to arrange a meeting to discuss the best way forward.

regards,

Colin

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**From:** Hannah Stanley  
**Sent:** Tue 16/05/2006 11:27  
**To:** Colin Broughton  
**Cc:** Annette Thomas  
**Subject:** Hungerford Triangle

Colin,

Thanks for your memo of 10th May 2006.

A couple of points which are set out below:-

1. Have you received a response from Hungerford Town Council or Councillors Mole and Gains yet?

I think you may also need to discuss the proposal with the Council's Property's Portfolio Member.

2. If the Council is prepared to proceed, we can consider whether the matter should proceed by Deed of Variation or new Lease depending on the response we receive from the Town Council to your queries (the rent/whether the changing rooms are to be shared).

3. Could you please obtain a copy of the planning permission granted in March 2006, under reference number 05/02564/FUL for improvements and compensation.

4. The sub-tenant could claim compensation if it followed the procedures set out in the Landlord and Tenant Act 1927.

The following vehicles could be used to try and avoid a claim being made by the sub-tenant:-

(a) Request for compensation to be paid before the Lease/Deed of Grant is completed or on expiration of the Lease

(b) Obligation to reinstate the premises.

5. I note that Hungerford Town Council's letter refers to sources of funding including grant monies. The District Council needs to be confident the sub-tenant will not create a charge on the property or any other type of security.

6. There is a discrepancy between the plan attached to the Lease and the GIS plan which you produced under cover of your memo. The Lease plan identifies the western boundary (adjoining the Priory) as a straight line. However, this is not the case in the plan produced under cover of your memo of 10th May 2006.

Perhaps you could give me a call once you are in a position to meet and discuss further.

Thanks.

Annette

**Hannah Stanley**

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**To:** Colin Broughton  
**Cc:** Annette Thomas  
**Subject:** Hungerford Triangle  
**Attachments:**

**Sent:** Tue 16/05/2006 11:27

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Perhaps you could give me a call once you are in a position to meet and discuss further.

Thanks.

Annette



Planning permission has been granted in March 2006 under reference number 05/02564/FUL.

It is proposed that the clubhouse would be an extension to the current building at Triangle Field. This appears to be the pavilion.

The Rugby Club will have:-

- Its own changing rooms
- Bar areas
- Ancillary facilities.

It is proposed that the Rugby Club will have a Lease for:-

- 21 years
- Keep the premises in good repair and condition
- Arrange security
- Observe the terms and conditions in the Head Lease (except insurance) which will remain the Town Council's responsibility subject to a fair proportion of the premium.

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# FILE NOTE

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**File No.:** L100660

**Date:** 16 May 2006

**Subject:** Hungerford Triangle

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ACT reviewing Deeds and also memo received from Colin Broughton.

ACT considers that when the Council is in a position to proceed, Heads of Terms need to be agreed which need to address a number of items including project timetable and also health and safety issues etc.

The Lease is dated 10<sup>th</sup> September 1992 and made between Newbury District Council (1) and Hungerford Town Council (2).

There is a discrepancy between the plans, namely the one annexed to the Lease and also the plan supplied under cover of Colin Broughton's memo of 10<sup>th</sup> May 2006.

The Lease plan accords with the plan attached to the Land Certificate. We also need to check the allotment gardens.

The Deed of Surrender dated 18<sup>th</sup> December 1991 accords with the GIS plan.

The Lease is for a term of 50 years with an option to renew.

- The rent payable is £5.00.
- The tenant is permitted to carry out alterations or additions to:-

"pavilions, changing rooms and toilets and other necessary ancillary facilities and equipment subject to the prior written consent of the landlord being obtained as to the details (such consent not to be unreasonably withheld or delayed)."

- The wording is contained in clause 2.8.2.
- The user clause is contained in clause 2.10.1.
- At the moment there is an absolute prohibition against assignment or under-letting.

If a new Lease is granted, would the Council be obliged to advertise under Section 123 of the Local Government Act 1972?

Colin Broughton has requested the following information:-

1. Whether the existing changing rooms would be available to everyone.
2. Details of rent to be levied.
3. Colin has contacted Councillors Mole and Gains. Perhaps the Portfolio Member should also be contacted.

We need details of the location.

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# FILE NOTE

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**File No.:** L100660

**Date:** 16 May 2006

**Subject:** Hungerford Triangle

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ACT considering precedents and the following queries need to be addressed below:-

1. If it is intended sub-lease to Rugby Club will operate for 21 years. Can it be excluded?

If not, how much compensation will be payable?

Measure of compensation – Volume 22(1) Forms and Precedents

195. See also 401(1766).

2. New Lease – Deed of Variation

See Volume 22(2)(b) Form 41(410).

3. Building Lease – Volume 22(4) (552) Form 12.

4. Licence to Undertake Works – Volume 22(3)(a) Form 44, paragraph 637.

**Annette Thomas**

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

**Sent:** Fri 12/05/2006 15:48

Annette,

The deedpacket for the Triangle Field is 1513.

regards,

Colin