

winCoelLP  
DATED

17 April

2007/8

HUNGERFORD RFC

to

RUGBY FOOTBALL FOUNDATION

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LEGAL CHARGE

- of -

Land at the triangle field, Hungerford, Berkshire

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Certified to be a true copy of the original

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

*Edwin Coe*

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Lincoln's Inn  
London  
WC2A 3TH

Ref: IAG/RUG.5.127

H.M. LAND REGISTRY

LAND REGISTRATION ACTS 1925 TO 2002

COUNTY & DISTRICT : West Berkshire

TITLE NO :

PROPERTY : Land at the Triangle Field, Hungerford, Berkshire

THIS LEGAL CHARGE is made the 17<sup>th</sup> day of April 200~~7~~<sup>8</sup>  
BETWEEN:-

- (1) <sup>Brian</sup> ANDREW BRIAN SPARKES, <sup>Gerald Ingh</sup> STEVEN CHARLES MILLS, <sup>Pelhouse</sup> MARTIN ANDREW SIMONS and RALPH WELLARD all c/o Tree House, 1 Park Street, Hungerford, Berkshire RG17 0EF being THE TRUSTEES OF HUNGERFORD RUGBY UNION FOOTBALL CLUB ("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")

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- 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 othe. 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 17<sup>th</sup> April 2008 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 ANDREW  
BRYAN SPARKES in the presence of:

BRYAN

Witness signature: Meghuel

Print name: Dario Smith

Address: 9 Salisbury Road

Hungford, Berkshire

EXECUTED as a DEED by the said STEVEN  
CHARLES MILLS in the presence of:

Witness signature: Meghuel

Print name: Dario Smith

Address: 9 Salisbury Road

Hungford, Berkshire



EXECUTED as a DEED by the said MARTIN )  
ANDREW SIMONS in the presence of: )  
)

Witness signature: [Signature]

Print name: [Signature]

Address: [Signature]

[Signature]

EXECUTED as a DEED by the said RALPH )  
WELLARD in the presence of: )  
)

Witness signature: [Signature]

Print name: [Signature]

Address: [Signature]

[Signature]





Date: 8th April 2008

Parties:

(1) HUNGERFORD TOWN COUNCIL

Landlord

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

Tenant

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

Term: 21 years from and including 8th April 2008  
Rent: £10 per annum subject to review every seven years

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I certify this document to  
be a true copy of the  
original.

David Small

Shirley

18/2/09

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

## LAND REGISTRY PRESCRIBED CLAUSES

### LR1. Date of lease

8th April 2008

### LR2. Title number(s)

#### LR2.1 Landlord's title number

BK 305604

#### LR2.2 Other title numbers

None

### LR3. Parties to this lease

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

#### Landlord

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

#### Tenants

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

#### Other parties

None

### LR4. Property

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

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

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

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

See clause 1.3

### LR5. Prescribed statements etc.

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

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

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

None

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

N/A

### LR6. Term for which the Property is leased

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

21 years from and including 8th April  
2008

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

<b>LR7. Premium</b>  <i>Specify the total premium, inclusive of any VAT where payable.</i>	Nil
<b>LR8. Prohibitions or restrictions on disposing of this lease</b>  <i>Include whichever of the two statements is appropriate. Do not set out here the wording of the provision.</i>	This lease contains a provision that prohibits or restricts dispositions.
<b>LR9. Rights of acquisition etc.</b>  <i>Insert the relevant provisions in the sub-clauses or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.</i>	<b>LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land</b> - None  <b>LR9.2 Tenant's covenant to (or offer to) surrender this lease</b> - None  <b>LR9.3 Landlord's contractual rights to acquire this lease</b> - None
<b>LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property</b>  <i>Insert the relevant provisions or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.</i>	None
<b>LR11. Easements</b>  <i>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements.</i>	<b>LR11.1 Easements granted by this lease for the benefit of the Property</b> - See clause 3  <b>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</b> - See clause 4
<b>LR12. Estate rentcharge burdening the Property</b>  <i>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the rentcharge.</i>	None
<b>LR13. Application for standard form of restriction</b>  <i>Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction use this clause to apply for each of them, tell us who is applying against which title and set out the full text of the restriction you are applying for. Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.</i>	N/A

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

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

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

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



**LAND REGISTRY**  
**LAND REGISTRATION ACT 2002**  
**UNDERLEASE OF PART**

County and District : WEST BERKSHIRE  
Title Number :  
Property : LAND AT THE TRIANGLE FIELD, HUNGERFORD,  
BERKSHIRE  
Date: 8th April 2008

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

**1 Particulars, Definitions and Interpretation**

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

**Particulars**

- 1.1 The Landlord: HUNGERFORD TOWN COUNCIL of Council Offices, Crown Passage, High Street, Hungerford, Berkshire
- 1.2 The Tenant: ANDREW BRIAN SPARKES, STEVEN CHARLES MILLS, MARTIN ANDREW SIMONS and RALPH WELLARD all c/o Tree House, 1 Park Street, Hungerford, Berkshire RG17 0EF being the Trustees for the time being of the Hungerford Rugby Club
- 1.3 The Premises: the single-storey building and adjacent land at the Triangle Field, Priory Road, Hungerford, Berkshire as shown for the purpose of identification only edged red on Plan A annexed hereto
- 1.4 The Permitted Use: use as a rugby football club clubhouse with licensed bar (subject to the provisions of clause 5.10.1.2)
- 1.5 The Rent: the sum of £10 per annum subject to review in accordance with the provisions set out in the Schedule hereto payable annually in advance on 1st April in each year
- 1.6 The Rent Review Dates: the seventh and fourteenth anniversaries of the date of commencement of the Term
- 1.7 The Term: Twenty One years from and including 8th April 2008

**Definitions**

- 1.8 The Headlease: the lease dated 10<sup>th</sup> September 1992 and made between the

Newbury District Council (1) and the Landlord (2) whereby the Triangle Field was demised to the Landlord for the term of fifty years commencing on 10<sup>th</sup> September 1992 on and subject to the rents covenants and conditions reserved by and contained in the Headlease

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

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

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

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

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

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

#### Interpretation

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

1.15.1 all additions and improvements to the Premises

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

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

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

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

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

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

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

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

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

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

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

## **2 Demise**

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

## **3 Rights granted to the Tenant**

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

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

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

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

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

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

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

its covenants contained in this lease

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

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

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

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

#### **4 Rights reserved to the Landlord**

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

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

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

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

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

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

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

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

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



## **5 The Tenant's Covenants**

The Tenant covenants with the Landlord:

### **5.1 Rent outgoings and vat**

- 5.1.1 to pay the Rent to the Landlord
- 5.1.2 to pay all rates taxes assessments duties charges impositions and outgoings which are now or during the term shall be charged assessed or imposed upon the Premises
- 5.1.3 to pay to the Landlord by way of further or additional rent such sum as shall be equivalent to the annual premium paid by the Landlord for insuring the Premises pursuant to clause 6.3 of this Underlease

### **5.2 Insurance**

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

### **5.3 Permitted Use**

To use the Premises for the Permitted Use only

### **5.4 Repair cleaning decoration etc**

- 5.4.1 To keep the Premises in good repair and in a clean and tidy condition at all times
- 5.4.2 To keep any part of the Premises which may not be built upon adequately surfaced in good condition and free from weeds and not to deposit or permit to be deposited any waste rubbish litter or refuse thereon nor bring keep store stack or lay out upon the same any materials equipment plant bins crates cartons boxes or any receptacle for waste or any other item which is or might become untidy unclean unsightly or in any way detrimental to the Premises or to the Landlord's Premises
- 5.4.3 In every fourth year of the Term to redecorate those parts of the exterior and the interior of the Premises which have previously been so decorated in a good and workmanlike manner with at least two coats of good quality paint and with appropriate materials of good quality to the reasonable satisfaction of the Landlord and in the case of all decorations to obtain the prior approval of the



Landlord (such approval not to be unreasonably withheld or delayed) to any changes in the tints colours and patterns of the Premises prior to commencing such decorations

**5.5 Additions and alterations etc.**

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

**5.6 Statutory obligations**

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

5.6.2 Not to do or omit to be done on or near the Premises anything by reason of which the Landlord may under any statute incur have imposed upon it or become liable to pay any penalty damages compensation costs charges or expenses

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

**5.7 Planning**

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

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

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

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

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

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

## **5.8 Access of Landlord and notice to repair**

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

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

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

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

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

5.8.5 to comply as soon as practicable with the requirements of any notice given



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

#### **5.9 Defective premises**

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

#### **5.10 Alienation**

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

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

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

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

#### **5.11 Nuisance etc**

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

5.11.2 Not to do or omit to be done anything which may cause any part of the

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

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

## **5.12 Encroachments**

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

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

## **5.13 Keyholders**

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

## **5.14 Landlord's rights**

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

## **5.15 Landlords costs**

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

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

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

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

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

#### **5.16 Plans documents and information**

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

#### **5.17 Indemnities**

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

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

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

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

#### **5.18 Compliance with Headlease**

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

#### **5.19 Yield up**

At the expiration or sooner determination of the Term

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

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

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

### **6 Landlord's Covenants**

The Landlord covenants with the Tenant:

6.1 To permit the Tenant peaceably and quietly to hold and enjoy the Premises without any interruption or disturbance from or by the Landlord or any person claiming under or in trust for the Landlord



- 6.2 To keep in good repair and condition all Service Media serving the Premises (save those that form part of the Premises pursuant to clause 1.15 of this Lease)

## 7 General Provisions

### 7.1 Interest

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

### 7.2 Forfeiture

If and whenever during the Term

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

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

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

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

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

### 7.3 Reinstatement

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

### 7.4 Termination if reinstatement prevented or delayed

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

#### **7.5 Exclusion of use warranty**

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

#### **7.6 Entire understanding**

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

#### **7.7 Representations**

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

#### **7.8 Service of notices**

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

#### **7.9 Dispute Resolution**

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

### **8 Exclusion of security of tenure**

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

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

8.2 On 18 March 2008, before the Tenant became contractually bound to enter into the tenancy hereby created, David Smith being a person duly authorised by the Tenant, made a declaration in the form required by Schedule 2 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003

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

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

### THE SCHEDULE

#### Rent Review

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



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

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

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

)  
)  
)



name Martin Digweed  
address 2 Homefield way,  
Hungerford,  
Berkts RG17 0SY.

Project Manager.

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

)  
)  
)

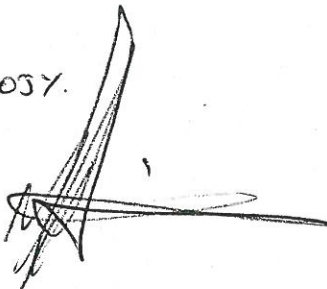


Martin Digweed  
2 Homefield way,  
Hungerford,  
Berkts RG17 0SY.

Project Manager.

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

)  
)  
)



Martin Digweed.  
2 Homefield way.  
Hungerford,  
Berkts RG17 0SY.

Project Manager.

SIGNED as a Deed by  
RALPH WELLARD  
in the presence of

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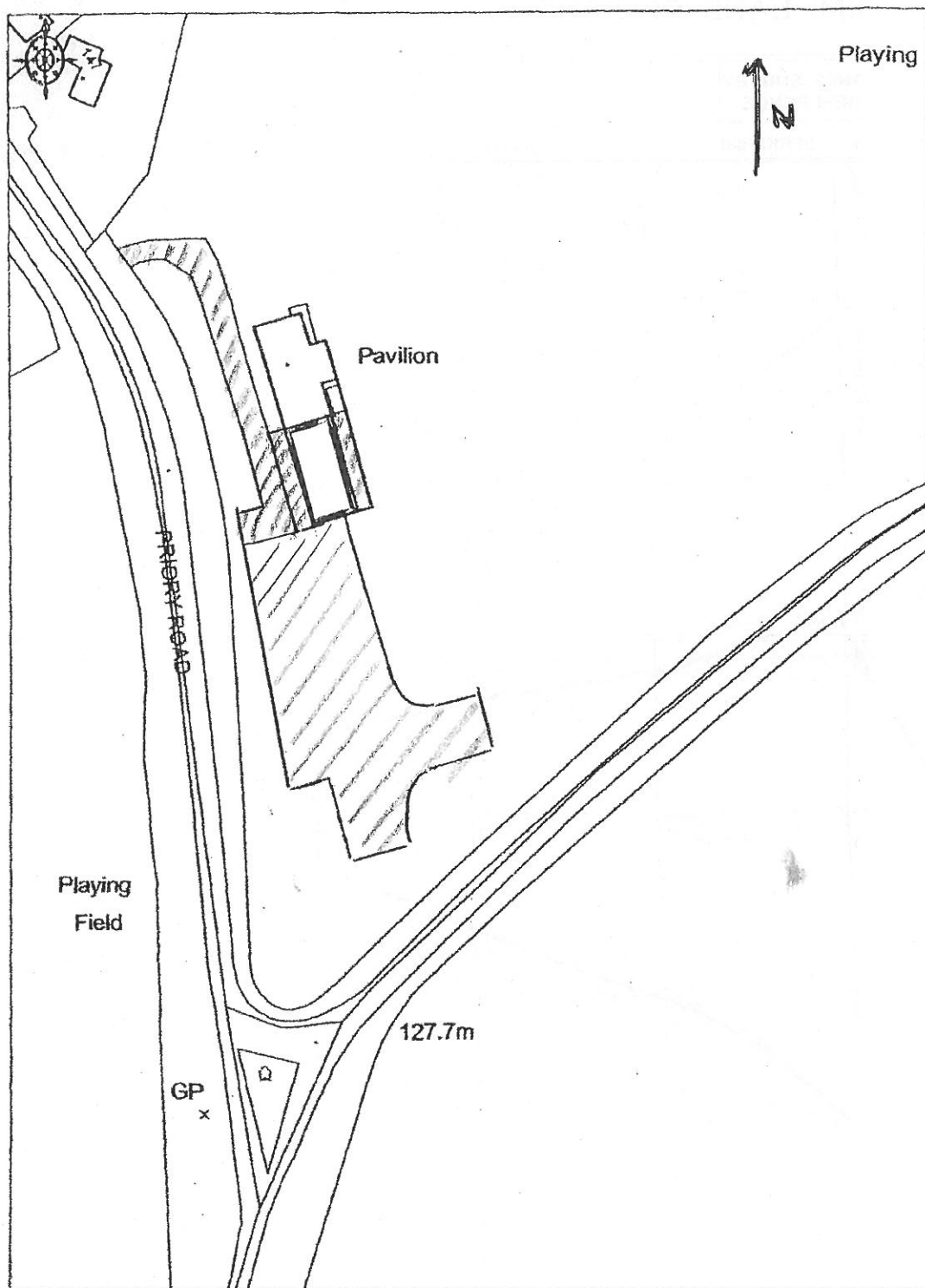


Martin Digweed.  
2 Homefield way.  
Hungerford,  
Berkts RG17 0SY.

Project Manager.

THE CLUBHOUSE, TRIANGLE PLAYING FIELDS, HUNGERFORD

PLAN A



Ordnance  
Survey

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PLAN B

