

Date:

13th July 2007.

Parties:

(1) WEST BERKSHIRE DISTRICT COUNCIL

Superior Landlord

(2) HUNGERFORD TOWN COUNCIL

Landlord

(3) ANDREW BRIAN SPARKES

STEVEN CHARLES MILLS

MARTIN ANDREW SIMONS

RALPH WELLARD

As Trustees of the Hungerford Rugby Club

Tenant

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**AGREEMENT** relating to the construction of a clubhouse on and the grant of an Underlease of part of the Triangle Field, Hungerford, Berkshire

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Charles Lucas & Marshall  
28 High Street  
Hungerford  
Berkshire RG17 0NF

**AN AGREEMENT** made the  
2007 between

13th day of July

- (1) WEST BERKSHIRE DISTRICT COUNCIL of Council Offices Market Street Newbury Berkshire RG14 5LD ("the Superior Landlord")
- (2) HUNGERFORD TOWN COUNCIL of Council Offices Crown Passage 23 High Street Hungerford Berkshire RG17 0NF ("the Landlord")
- (3) ANDREW BRIAN SPARKES, STEVEN CHARLES MILLS, MARTIN ANDREW SIMONS and RALPH WELLARD all c/o Tree House 1 Park Street Hungerford Berkshire RG17 0EF (being the Trustees as at the date hereof of the Hungerford Rugby Club) ("the Trustees")

**WHEREBY IT IS AGREED** as follows:-

**1. Particulars Definitions and Interpretation**

In this Agreement:

- 1.1. "the Site" means all that parcel of land situate at the Triangle Field Sports Ground Priory Road Hungerford Berkshire as the same is shown for the purposes of identification only edged red on the annexed plan
- 1.2. "the Premises" means the Site together with such of the Works as may from time to time have been carried out on the Site together with such additional areas agreed between the parties for use as working space and for the deposit of materials and also earth and spoil excavated from the Site during the Works
- 1.3. "Works" means the works which are to be carried out on the Site and the adjoining premises of the Landlord in accordance with the terms of this Agreement and which comprise the construction of a clubhouse for Hungerford Rugby Club with ancillary facilities and associated landscaping external works on the Site as more particularly described in the Building Documents
- 1.4. "the Building Documents" means the plans drawings specifications and other documents relating to the Works which are listed in the First Schedule
- 1.5. "Planning Permission" means the detailed planning permission for the carrying out of the Works granted by the local planning authority on 10th October 2005 under reference number 05/02564/FUL
- 1.6. "Approvals" means the Planning Permission and all other approvals consents permissions and licences of any local or other competent authority which may from time to time be necessary to enable the Trustees lawfully to commence and to carry out the Works and each and every stage or phase of the Works and (if the same are destroyed or damaged) to reinstate the Works and "Approval" shall be construed accordingly

- 1.7. "Adjoining Property" means any property adjoining or in the neighbourhood of the Site and includes all roads footpaths wall fences buildings and other erections and all pipes wires cables and other apparatus on such property
- 1.8. "Adjoining Owners" means all owners and occupiers of any Adjoining Property
- 1.9. "the Completion Date" means the date of practical completion of the Works
- 1.10. "the Underlease" means an underlease of the Premises for the term of 21 years commencing on the Completion Date such lease to be in the form of the draft lease annexed and initialed by or on behalf of the parties
- 1.11. "Restrictions" means all matters affecting the Site or the Premises or their use registered or capable of registration as local land charges and all notices charges orders resolutions demands proposals requirements regulations restrictions licences directions or other matters affecting the Site the Premises or their use or affecting the Works served or made by any local or other competent authority or otherwise arising under any statute or any regulation or order made under any statute
- 1.12. "Landlord's Representative" means the duly authorised officer of the Landlord as shall first have been notified in writing to the Trustees
- 1.13. "Superior Landlord's Representative" means the duly authorised officer of the Superior Landlord as shall first have been notified in writing to the Trustees
- 1.14. "The Representatives" means the Superior Landlord's Representative and the Landlord's Representative
- 1.15. Words importing one gender shall be construed as importing any other gender
- 1.16. Words importing the singular shall be construed as importing the plural and vice versa
- 1.17. The clause and paragraph headings in the body of this Agreement and in the schedules do not form part of this Agreement and shall not be taken into account in its construction and interpretation

## 2. Landlords' Consents

- 2.1. The Superior Landlord HEREBY GRANTS CONSENT to the Landlord and to the Trustees and
- 2.2. The Landlord HEREBY GRANTS CONSENT to the Trustees
- to carry out the Works in and upon the Site subject to the terms and conditions contained in this Agreement

### 3. Trustees' Covenants with Landlord and Superior Landlord

3.1. The Trustees HEREBY COVENANT with the Landlord and as a separate covenant with the Superior Landlord to perform the obligations of the Trustees contained in this Agreement

3.2. The Trustees also covenant to:-

3.2.1. Provide such information to the Landlord and to the Superior Landlord as may be reasonably required by them in order for them to assess whether the covenants on the part of the Trustees contained in this Agreement have been performed and

3.2.2. To notify the Landlord and the Superior Landlord within 7 days of the date of commencement of the Works and the Completion Date

### 4. Landlord's Covenants with Superior Landlord

The Landlord hereby covenants with the Superior Landlord:-

4.1. To procure that the Trustees will observe and perform the obligations contained in this Agreement

4.2. To indemnify the Superior Landlord against all liability howsoever caused arising out of the execution of the Works and from reinstatement of the Site

### 5. Declaration

5.1. That if the Works are not completed within ~~six~~ <sup>twelve</sup> months of the date hereof or in the event of any breach of the covenants on the part of the Landlord or the Trustees herein contained before the completion of the Works then the Superior Landlord's consent under this Agreement shall become null and void

5.2. That the Superior Landlord's consent under this Agreement is granted subject to the rights of the owners lessees and occupiers of all adjoining and neighbouring premises and other interested persons

5.3. That during the execution of the Works and when the same shall have been completed all the covenants on the part of the Landlord herein contained shall be deemed to be incorporated in the Lease and the terms and conditions of the Lease as varied by this Agreement shall apply to the Premises as altered in pursuance of this Agreement and the power of re-entry contained in the Lease shall be construed and have effect accordingly

5.4. The alterations comprised in the Works are not improvements within the meaning of Part 1 of the Landlord and Tenant Act 1927 and are carried out by the Trustees to suit the Trustees' own personal requirements and neither the Trustees (nor any other person) shall be entitled to any compensation in respect thereof at the expiration or sooner determination of the term granted by the Underlease or at any other time and the



Landlord (nor any other person) shall be entitled to any compensation in respect thereof at the expiration or sooner determination of the term granted by the Underlease or at any other time and the Works and the permission conferred by this Agreement are to be disregarded on any review of rent (whether under the Headlease or the Underlease)

5.5. The Trustees acknowledge that no responsibility is assumed or to be imputed to the Superior Landlord or the Landlord for any consequence of the carrying out of Works

5.6. This Agreement and any approval consent instructions certification supervision or works granted given or carried out by or on behalf of the Superior Landlord or the Landlord under this Agreement are granted given or carried out without any liability on the part of the Superior Landlord or the Landlord or their respective surveyors agents or workmen and imply no responsibility for any of the Works or their design execution or existence nor do they imply warrant or constitute any representation that it is lawful to execute such works or limit or discharge any of the obligations of the Trustees under this Agreement

## 6. The Works

6.1. Immediately upon the making of this Agreement vacant possession of the Site shall be given to the Trustees and the Trustees shall have licence and authority to enter upon the Site for the purpose of carrying out the Works but for no other purpose

6.2. The Trustees shall hold the Site and the Premises as Tenant at Will of the Landlord from the date of this Agreement until completion of the Underlease

6.3. The Trustees shall commence the Works as soon as reasonably practicable after all necessary Approvals have been obtained to enable the Trustees lawfully to do so and shall thereafter at its own expense diligently carry out and complete the Works:

6.3.1. In compliance with the terms of all Approvals and Restrictions

6.3.2. In a good and workmanlike manner and with sound materials of their respective kinds and

6.3.3. In accordance with the Building Documents and

6.3.4. Otherwise in accordance with the provisions of the Second Schedule

6.4. The right of occupation granted by this Agreement is granted exclusively to the Trustees who shall not assign underlet charge or otherwise deal in any way with the benefit of this Agreement in whole or in part and the Landlord shall not be obliged to grant the Underlease referred to in clause 3 to any person other than the Trustees

6.5. No representation is made or warranty given by the Landlord that the Site is suitable for the carrying out of the Works and no defect which may be found to exist in the Site shall in any way lessen or affect the obligations of the Trustees under this Agreement

## 7. Grant of Underlease

7.1. Subject to the terms of this Agreement and to the Trustees' compliance with the Second Schedule the Landlord shall grant the Underlease and the Trustees shall accept the Underlease and the Trustees shall execute a counterpart of it

7.2. At any time on or after the Completion Date either the Landlord or the Trustees being ready and willing to complete the Underlease and perform their other obligations under this Agreement may (but without prejudice to any other available right or remedy) by notice to the other invoke the provisions of clause 7.3

7.3. Within 15 working days after service of such notice (excluding the day of service) the Underlease shall be completed and time shall be completed and time shall be of the essence of this provision

7.4. The Landlord hereby undertakes with the Trustees not to have any dealing or grant any lease tenancy or licence relating to the Site or take any other action which will prejudice the grant of the Underlease during the period within which the Works are being carried out on the Site

7.5. The Agreement herein contained for the grant and acceptance of the Underlease shall not operate as an actual demise of the Site or the Premises or any part of the Site or the Premises however occasioned shall in any way affect the obligations of the parties under this Agreement

## 8. Indemnities

With effect from the date of this Agreement the Trustees shall indemnify the Landlord against

8.1. All rates taxes assessments duties charges impositions and outgoings from time to time charged assessed or imposed upon the Site or the Premises or upon the owner or occupier of them

8.2. All fees charges and other payments whatever which may at any time be payable to any local or other competent authority in respect of the Works

8.3. All claims by unpaid suppliers in respect of any goods or materials ordered by the Trustees from time to time on the Site

8.4. All actions costs claims demands and liability whatever in relation to any failure by the Trustees to comply with its obligations under this Agreement or with the terms of any Approvals or otherwise in relation to the carrying out of the Works (including without limitation all actions costs claims demands and liability in respect of the death of or personal injury to any person whether engaged in the carrying out of Works or

otherwise) unless the same shall arise from any wilful or negligent act or omission of the Landlord or of any person acting for or under the control of the Landlord

#### 9. Title

9.1. The Landlord's title to the Site consists of the lease dated 10th September 1992 and made between Newbury District Council (1) and the Landlord (2) ("the Headlease") a copy of which lease has been supplied to the Trustees who enter into this Agreement with notice of the terms and conditions contained in the same and who shall raise no objection requisition or enquiry in respect of any matter contained or referred to therein

9.2. The Trustees shall hold the Site and the Premises pursuant to clause 6 and the Premises shall be demised pursuant to clause 7 subject to all (if any) Restrictions (in existence at the date of this Agreement)

9.3. No representation is made or warranty given by the Landlord as to whether any Restrictions exist or as to whether in other respects the Site now complies with any Restrictions

9.4. The Trustees acknowledge that its obligations under this Agreement and the Underlease shall not be affected or lessened in any way by the fact that the Site may not now comply with any Restrictions or that there may now or subsequently exist any Restrictions and the Trustees shall with effect from the date of this Agreement comply with and indemnify the Landlord in respect of any liability under any Restrictions (whether made before or after the date of this Agreement)

#### 10. Misrepresentations etc

10.1. The Trustees hereby acknowledge that no agent adviser or other person acting for the Landlord has at any time prior to making of this Agreement been authorised by the Landlord to make to the Trustees or to any agent adviser or other person acting for the Trustees any representation whatever (whether written oral or implied) in relation to the Site or the Premises or to any matter contained or referred to in this Agreement

10.2. No immaterial error omission or misstatement in this Agreement or in any plan of the Site referred to in this Agreement or in any statement made by any person prior to the making of this Agreement shall in any way affect the obligations of the parties under this Agreement or entitle any party to damages or compensation

#### 11. General Conditions

11.1. Subject to the provisions of the Second Schedule no damage to or destruction of the Site or the Premises or any part of the Site or the Premises however occasioned shall in any way affect the obligations of the parties under this Agreement

11.2. Any notice or other communication given or made in accordance with this Agreement shall be in writing and may (in addition to any other effective mode of service) be sent by ordinary or recorded delivery post served at the respective addresses of the parties as stated in this Agreement

11.3. Each party shall bear their own costs incurred in respect of the making of this Agreement and the performance thereof

11.4. To the extent that they remain to be observed and performed all the provisions of this Agreement shall continue in full force and effect notwithstanding completion of the Lease

11.5. This Agreement embodies the entire understanding of the parties and there are no other arrangements between the parties relating to the subject matter of this Agreement and no amendment or modification of this Agreement shall be valid or binding on any party unless the same:

11.5.1. is made in writing

11.5.2. refers expressly to this Agreement and

11.5.3. is signed by the party concerned or its duly authorised representative as notified in writing by the party concerned to the other from time to time

IN WITNESS whereof etc.

## **FIRST SCHEDULE**

### **The Building Documents**

Drawing 1- General layout plan (rev A)

Drawing 2 - Proposed Ground floor extension (rev A)

Building Specification - General Specification of Building Construction (rev A)

Planning Permission - reference number 05/02564/FUL

Building Regulations - Application number 06/00871/OTHFP

Building quotations – Dashwood Construction Limited 16<sup>th</sup> April 2007, Heritage Roofing 21<sup>st</sup> February 2007, Chelworth Windows & Conservatories 9<sup>th</sup> March 2007, Dashwood Construction Limited 8<sup>th</sup> June 2007

## **SECOND SCHEDULE**

### **Provisions relating to the carrying out of the Works**



## **1 Approvals**

1.1 The Trustees shall use all reasonable endeavours to obtain all Approvals which are from time to time necessary and shall supply to the Landlord a copy of every application for any Approval (with a copy of all accompanying drawings and other documents) and a copy of every Approval obtained

1.2 The Trustees shall use all reasonable endeavours to procure that none of the Approvals is revoked and that all Approvals continue in full force and effect

1.3 The Trustees shall not (and shall procure that no other person shall), without prior consultation apply for or agree to any variation relaxation or waiver of any Approval (whether obtained before or after the date of this agreement) or of any condition attached to any such Approval but subject to compliance by the Trustees with their obligations under this paragraph references in this Schedule to "Approvals" shall be construed as referring to the Approvals as from time to time varied relaxed or waived

## **2 Consultation with Landlord and Superior Landlord**

2.1 The Trustees shall give to the Landlord's Representative and to the Superior Landlord's Representative reasonable notice of all site meetings which shall take place at the Site and shall permit them to be present at the same

2.2 The Trustees shall duly take into account any comments made by such Representatives or either of them at meetings in respect of any decisions made in relation to the Works

2.3 The Trustees shall take all reasonable steps to consult such Representatives in respect of all the following matters:

2.3.1 The substitution of alternative materials in carrying out the Works (provided always that the Trustees hereby agree that such alternative materials shall be of no lesser quality and shall be in accordance with good building practice)

2.3.2 Any amendment to or departure from the Building Documents and details of the Works contained in them (whether by way of alteration or addition)

## **3 Conditions relating to the carrying out of the Works**

The Trustees shall:

3.1 ensure that all contractors engaged to carry out the Works on behalf of the Trustees shall maintain such insurance against such risks including public liability as the Landlord and Superior Landlord shall reasonably require at all times while the Works are being carried out and in connection therewith

3.2 notify the Superior Landlord immediately if any articles of value or of historic or pre-historic interest are discovered in the course of carrying out the Works and so that (subject to the rights of the Crown) the Superior Landlord shall have the sole property in any such articles and they shall be dealt with as the Superior Landlord's Representative shall reasonably direct

3.3 notify the Landlord of any notices received by the Trustees (whether from any local or other competent authority or from any Adjoining Owner) relating in any way to the Site or the Works and shall supply a copy of every such notice to the Landlord within 5 working days after receipt of the same

3.4 not deposit or permit or suffer to be deposited on the Site any materials which are not required for the carrying out of the Works

3.5 not sell or dispose of any earth clay sand gravel or other material from the Site or permit or suffer the same to be removed except so far as shall be necessary for the carrying out of the Works

3.6 not do or permit or suffer to be done on the Site anything which might be or become a danger or nuisance to any Adjoining Owners or to members of the public generally

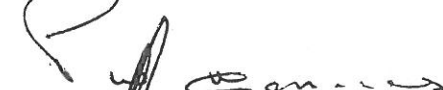
3.7 not cause damage to any Adjoining Property or to all or any pipes wires cables and other apparatus on the Site serving any Adjoining Property or belonging to or used for the purposes of the undertaking of any statutory undertaker

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

Superior Landlord



Landlord



Trustees





LAND REGISTRY  
LAND REGISTRATION ACT 2002  
UNDERLEASE OF PART

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

THIS UNDERLEASE is made the                      day of                      Two  
thousand and seven

1 Particulars, Definitions and Interpretation

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 the plan annexed hereto
- 1.4 The Permitted Use: use as a rugby football club clubhouse with licensed bar
- 1.5 The Rent: the sum of £10 per annum subject to review in accordance with the provisions set out in the Schedule hereto payable annually in advance on 1st April in each year
- 1.6 The Rent Review Dates: the seventh and fourteenth anniversaries of the date of commencement of the Term
- 1.7 The Term: Twenty One years from and including                      2007

Definitions

- 1.8 The Headlease: the lease dated 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 A annexed hereto including the Premises and the Landlord's Adjoining Building

#### Interpretation

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

1.15.1 all additions and improvements to the Premises

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

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

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

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

1.18 References to the Tenant include reference to all persons for the time being holding office as trustees of the Hungerford Rugby Club and whose names and addresses shall have been notified to the Landlord as hereinafter provided

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

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

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

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

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

## 2 Demise

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

## 3 Rights granted to the Tenant

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

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

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

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

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

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

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

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

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

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

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

#### 4 Rights reserved to the Landlord

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

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

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

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

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

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

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

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



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

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

The Tenant covenants with the Landlord:

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

5.1.1 to pay the Rent to the Landlord

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

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

### **5.2 Insurance**

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

### **5.3 Permitted Use**

To use the Premises for the Permitted Use only

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

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

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

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

**5.5 Additions and alterations etc.**

5.5.1 Not to make any addition or alteration to the Premises save with the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed in the case of internal additions or alterations of a non-structural nature) and in accordance with plans and specifications previously approved by the Landlord and to remove any such additions or alterations at the expiration or sooner determination of the Term if so requested by the Landlord and to make good any part or parts of the Premises which may be damaged by such removal

5.5.2 Not to make connection with the Pipes that serve the Premises without the prior consents of the Landlord (such approval not to be unreasonably withheld or delayed) and of any competent statutory authority or undertaker

5.5.3 Not to erect any pole mast or wire or satellite dish nor to affix to or exhibit on the outside of the Premises or on any part of the Landlord's Adjoining Building or any other adjoining or neighbouring property of the Landlord any placard sign notice fascia board or advertisement save with the Landlord's prior consent (such consent not to be unreasonably withheld in relation to a sign or notice at the entrance to the Triangle Field bearing the name of Hungerford Rugby Club)

**5.6 Statutory obligations**

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

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

5.6.3 To give full particulars to the Landlord of any notice direction order or proposal for the Premises made given or issued to the Tenant by any local or public authority within 7 days of receipt and if so required by the Landlord to produce it to the Landlord and without delay to take all necessary steps to comply



with the notice direction or order and at the request of the Landlord but at the cost of the Tenant to make or join with the Landlord in making such objection or representation against or in respect of any notice direction order or proposal as the Landlord shall deem expedient

## **5.7 Planning**

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 5.9 Defective premises

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

#### 5.10 Alienation

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

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

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

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

#### 5.11 Nuisance etc

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

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

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

## **5.12 Encroachments**

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

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

## **5.13 Keyholders**

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

## **5.14 Landlord's rights**

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

## **5.15 Landlords costs**

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

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

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

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

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

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

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

#### **5.17 Indemnities**

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

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

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

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

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

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

#### **5.19 Yield up**

At the expiration or sooner determination of the Term

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

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

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



## 6 Landlord's Covenants

The Landlord covenants with the Tenant:

- 6.1 To permit the Tenant peaceably and quietly to hold and enjoy the Premises without any interruption or disturbance from or by the Landlord or any person claiming under or in trust for the Landlord
- 6.2 To keep in good repair and condition all Service Media serving the Premises (save those that form part of the Premises pursuant to clause 1.15 of this Lease)

## 7 General Provisions

### 7.1 Interest

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

### 7.2 Forfeiture

If and whenever during the Term

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

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

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

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

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

### 7.3 Reinstatement

If and whenever during the Term the Premises or any part of them are damaged or destroyed by any of the Insured Risks then unless the payment of the insurance money shall be refused in whole or in part by reason of any act or default of the Tenant or anyone at the Premises expressly or by implication with the Tenant's authority (and under the Tenant's control) the parties shall use their reasonable endeavours to obtain all planning permissions or other permits and consents that may be required under the

Planning Acts or other statutes (if any) to enable the Premises to be rebuilt and reinstated and shall thereafter as soon as the Permissions have been obtained or immediately where no Permissions are required apply all money received in respect of such insurance (except sums in respect of loss of Rent) in rebuilding or reinstating the Premises so destroyed or damaged

#### **7.4 Termination if reinstatement prevented or delayed**

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

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

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

#### **7.6 Entire understanding**

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

#### **7.7 Representations**

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

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

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

#### **7.9 Dispute Resolution**

If at any time any dispute or difference shall arise between the Landlord and the Tenant touching any clause matter or thing whatsoever contained in or connected with this Lease or the rights duties or liabilities of either party under or in connection with it then and in every such case the dispute or difference shall be determined (unless the parties



shall otherwise agree in writing) by a single arbitrator in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force

## 8 Exclusion of security of tenure

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

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

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

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

## THE SCHEDULE

### Rent Review

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

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

Mayor

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

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

SIGNED as a Deed by )  
RALPH WELLARD )  
in the presence of )

**West Berkshire Building Plans –  
General Specification of Building Construction  
For Hungerford Rugby Club Clubhouse**



## **West Berkshire Building Plans – General Specification of Building Construction.**

**GENERAL SPECIFICATION** (801) of construction and materials to enable a Building Control Officer to determine whether the work will comply with the relevant Building Regulations, and also enable a builder to carry out the construction work. Ignore construction and materials details that do not apply to this particular project. Work to figured dimensions only, do not scale. Check all dimensions on site before making any fabrications. See also Structural Engineers drawings and calculations where applicable. All dimensions in mm. All carcasing timber to be SC3 (C12) grade to BS 4978, unless specified otherwise - SC4 (C24).

### **ROOFS**

#### **PITCHED ROOF - (Interlocking Tiles)**

Concrete interlocking tiles match existing to a pitch not less than the manufacturers minimum requirement (..... deg: shown) or to pitch to match existing on 25 x 38 battens, on untearable sarking felt ('Klober Ltd' – Permo Forte or similar) roof underlay plus breather membrane (fixed in accordance with manufacturers recommendations with proprietary eaves carrier; on.....rafters at 400 centres (birds mouthed over wall plate) with 50 x 100 purlins, 73 x 50 struts at 1500 ctrs and 50 x 100 binder. Provide.....ceiling joists at 400 ctrs (ceiling joists to be bolted to rafters with M10 bolts and toothed connector plated; 100 x 50 wall plates (bolted down to inner skin of cavity wall.

#### **TRUSSED ROOF (trussed rafters)**

Standard gang nailed fink trusses generally 38 x 75 at 400 centres, with 25 x 100 diagonal bracing at gable ends and repeated in the length of the roof, where applicable, at intervals of 150/span in metres max: between bracing systems, all to give a symmetrical plan layout. For full details refer to manufacturers drawings and calculations.

#### **EAVES AND SOFFITES**

Provide 25 P.A.R. timber fascia and 6 mm wbp plywood soffit or other (corbelled brick) to match existing eaves detail.

#### **ROOF SPACE VENTILATION**

Via 'Klober Ltd' – Permo Forte roofing felt or similar

#### **ROOF SPACE VENTILATION (pitched roof)**

Provide ventilation to roof space via 10 mm wide continuous vents (insect proof, Glidevale or similar) in soffit into roof void. Install 'Marley' or similar dry ridge ventilation system ensuring continuous 5 mm vent for full length of ridge.

#### **FLASHINGS**

Provide code 4 lead flashings where pitched roof abuts external walls. Provide stepped d.p.c. tray ('Cavity Trays – type X') in cavity walls above flashings.

#### **ROOF INSULATION (Pitched Roof with insulation at ceiling level to achieve U-value of 0.16)**

Provide overall thickness of 250 glass fibre quilt insulation (i.e. 100 between ceiling ties + 150 laid across the ceiling ties or 580 overall thickness laid between joints (using 'Crown-Superwrap' or similar). Insulation to be linked to the cavity wall insulation and a proprietary ventilation tray provided to maintain an air gap via eaves vent.

#### **CEILINGS**

Ceiling to be lined with 12.5 plasterboard and skim, provide noggins where joints are opposite to joists.

## **CEILING HEIGHTS**

Ceiling heights generally in new buildings and extensions to be min: 2300, however where an extension is proposed to an existing building with low ceiling heights priority should be given to maintaining floor levels, even if new ceiling heights are below 2300.

### **CEILING (to garage under habitable rooms)**

To provide half hour fire resistance. Provide 12.5 plasterboard with taped joints, or 9.5 plasterboard with 10 plaster skim, or 10 'Masterboard'.

## **SUNKEN DORMERS**

Provide code 5 lead on 19 w.b.p plywood decking (and cheeks) on firing to fall 50 in 3000 on 75 x 50 joist/raming at 400 ctrs, with 50 x 100 wall plate bolted to wall as before; wedge and point lead flashing as before under cills and over 50 x 50 tilt fillets.

## **FLOORS**

### **SOLID GROUND FLOOR (new or replacement of existing to reduced level)**

Floor finish as required (PVC tiles, carpet etc) on 64 lightly reinforced sharp sand/cement screed on layer of building paper to BS 1521, grade BIF, on 100 concrete slab on 100 rigid insulation ('Jablite S.D.' or similar) on 1200 gauge polythene DPM, wrapped up edges and returned into d.p.c. on min: 150 sand blinded clean consolidated hardcore.

At junction of wall and floor the cavity wall insulation must extend at least 150 below top of perimeter floor insulation and be supported on wall ties. Also provide 25 thick rigid perimeter insulation.

## **WALLS**

### **CAVITY WALLS (to achieve U-value of 0.35)**

Approx: 310 total thickness, comprising: - 20 render (colour washed to match existing) on 100 non-insulating block, 75 cavity (filled with fibreglass quilt batts and wall tie connectors, 'Rockwool' or similar), 100 aircrete insulating blocks 'Thermalite' or similar, 15 render and set.

Approx: 265 total thickness, comprising: - 103 facing bricks, 75 cavity (filled with fibreglass quilt batts and wall tie connectors, Rockwool or similar), 100 Insulating blocks Thermalite or similar, 15 render and set. Use 100 dense concrete blocks below ground (alternatively use Thermalite-Trenchblock of 4.0 N/sq m). Fill cavity below ground to within 225 of DPC with top splayed outwards, in lean mix concrete. Close cavity (fire stop) at eaves level with blocks laid across. Cavity at reveals of all openings to be closed with insulated cavity closers ('Thermabate', 'Cavity Trays - Cavicloser type.H', or similar). New walls to be brick and/or block bonded to existing or use proprietary galvanised fixing profiles. Provide galvanised steel wall ties (to BS 1243: 1978) staggered 900 horizontally and 450 vertically, spacing at door and window jambs to be 300 vertical, centrally placed and kept clean. Sealant to be applied to both inside and outside of door and window frames. Provide 12 mm wide expansion/movement joints in where wall lengths are greater than 6000 uninterrupted, with flexel fibre boarding with fishtail plain ties with de-bonding sleeve at 900 ctrs: vertically, finished with polysulphide beading on outside. Provide 1200 gauge PVC damp proof course to each skin linked to DPM in solid floor, DPC in outer skin to be min: 150 above finished external ground level.

Where existing walls are suspected of being built off oversite concrete investigate and provide 600 x 600 x 300 thick mass concrete foundation to depth agreed on site with BCO.

Similarly where a new pier is necessary, build in new semi-engineering bricks



## **LINTOLS**

Provide IG (I.G. Lintels Ltd or similar manufacturer) as shown or with cavity wall lintols to L1 profile type to suit (incorporating expanded polystyrene insulation in fill providing a U value less than 0.45 W/m sq K), generally L1/S 50 type, with type L1/E 50 generally at eaves. And internal 100 over doors (max: span 1000) in internal walls, with type L9 and L10 in double and single skin construction, similarly use type Box 200, 150, 100 and 75 over internal openings. Lintols fabricated from galvanised steel to BS EN 10142 1991. and BS 5977 Part 2 (manufacture), installed with at least 150 end bearing fully bedded on mortar on full bricks/blocks or pad stones. Point loads should NOT be applied directly to flanges. Timber floor joist should have min: 150 of masonry between lintol flanges and joists, similarly between lintol and continuous wall plates over window openings under roof structure. Provide flexible DPC in cavity (Hyload or similar) in accordance to CP 121 and BS 5628 and BS 5977 1983 Part 2 and NHBC requirements, the DPC should extend to the edge of the front toe and 50 to 150 beyond the end of the lintol. Weep holes (min two per lintol generally at 450 centres) should be formed in the outer skin above lintol to drain moisture from the cavity, provide stop ends to BS 5628 Part 3 1985 and NHBC, all in accordance with the manufacturers requirements.

## **PARTITION WALLS**

To be in 100 Thermalite or similar at ground floor (load bearing) or timber studding if preferred (non load bearing only). First floor partitions to be timber studding (non-load bearing, as shown). Stud work to be 75 x 50 sole plate, head, mid height noggins and studs at 400 centres lined with 12.5 plasterboard (moisture resistant in shower/bathrooms) and skim. Fill studwork with 100 glass fibre quilt insulation. Provide double floor joists under sole plate, spaced 38 mm apart, bolted together with noggins using M12 bolts at 600 centres.

## **FIRE PLACE AND CHIMNEY**

Hearth to extend min: 600 and be min: 125 thick concrete: Provide fireguard anchor points each side. Provide permanent ventilation with 25 x 225 grille in hearth ducted to external air. Fire opening to be not more than 6x area of the flue. Also provide an air supply to fire place to min: of 50% of throat opening area.

## **CHIMNEY**

Provide 230 (or min: 15% of fire opening) internal dia: rebated or socketed joint terra-cotta clay flue liners (to BS 1181: 1989). No bends in flue to be less than 45 deg: No structural timber (floor/ceiling joists and rafters) to be within 40 of chimney brickwork, provide trimming as necessary, no joists hangers to be within 50 of the flue liner. Brick bond brickwork to existing. Chimney pot height above roof level not to exceed 4.5 times its width. If the stack is within 600 of ridge and roof pitch is more than 10 deg: stack must be min: of 600 mm high excluding pot.

Provide 150 mm thick reinforced conc: concrete slab, cantilevered from inner skin and partition, as shown, supporting chimney.

## **PERMANENT VENTILATION**

Provide permanent combustion ventilation to fire place ducted directly from external air.

## **FOUNDATIONS**

Concrete strip foundations to be 450 wide x 300 or 750 trench fill, to depth to suit ground bearing strata conditions as determined by Building Control Officer. As a depth guide: - Gravel- 750 mm; Clay- 1000 mm, but in all cases not less than existing and taken down below any adjacent drain runs. Foundations for 100 walls as above but only 450

wide.

Concrete mix to be 50 kg of cement; 0.1 cu m fine aggregate; 0.2 cu m coarse aggregate i.e. 1:3:6 or better or grade ST1 conc: to BS 5328 part 2 1990. If ready-mix, to grade C7P, 20 aggregate, 100 slump, for normal conditions.

All foundations to comply with B.S. 8004, or if a residential building with more than four storeys B.S. 8103.

Where a step is required provide a min: overlap of the thickness of the foundation or 300 whichever is greater. The step should not be greater than the thickness. The spread of foundation around a pier must not be less than the spread of foundation beyond the wall.

Written evidence of permission for foundations to encroach into neighbouring property to be given to Building Control Officer before building operation commencing, alternatively the boundary wall can be built 150 inside boundary.

Where it is deemed necessary by BCO provide localised underpinning to existing walls at junction with new.

Where it is proposed to build upon existing walls it will be necessary to excavate for/and show the depth, size of existing foundations together with ground conditions (bearing pressure) to a Building Control Officer, who may determine that it will be necessary to underpin the existing foundations.

#### **DRAINAGE SURFACE WATER**

Provide 100 half round PVC gutters and 65 RWP's connected to 100 Marley or similar underground quality pipes laid to approx: 1 in 60 fall, connect to 1500 dia: soakaways, taken down to a permeable strata and filled with suitable selected hardcore, min: 5000 away from building (4000 from boundary) Soakaway to be 1000 deep below invert of incoming pipes. Soakaway to follow percolation test in accordance with BRE Digest 365. Provide additional soakaway to take surface water from the patio, via a catch-pit gully.

#### **SOIL DRAINS**

Drain pipes: 100 vitrified clay (Supersleve) with proprietary flexible joints surrounded with 150 pea shingle, to min: fall of approx: 1 in 40 or alternatively use uPVC pipes. If pipes are to pass beneath a floor, surround with 150 conc: with 13 Bitumen impregnated fibreboard coinciding with joint. If pipes are within 1000 horizontally, and lower than adjacent foundations surround with 150 concrete, and cover with concrete to underside of foundations. Provide prestressed concrete lintols where pipes pass through walls, with 50 gap (filled with mineral fibre) around pipe, mask opening with rigid sheet. Provide short length of pipe built into wall with joint min: 150 each side of wall, then provide 600 length of rocker pipe. Provide back inlet gully to kitchen sink. Where pipes pass under a garden and the cover is less than 600, surround pipe with 100 granular fill, and cap with 50 conc: paving slab.

Inspection chambers: - Size will vary according to depth and number of branches but generally to be 450 x 600 (internal) precast concrete sections or uPVC surrounded with 150 concrete or in 215 engineering brickwork (class B to BS 3921) with vitrified clay or polypropylene channels laid on and surrounded with pea shingle. Provide light duty galvanised mild steel cover and frame.

Where inspection chambers appear inside buildings provide them with screw down covers, set in sand/grease compound, making them airtight.



## **WASTE PIPES**

SVP to be 100 uPVC, encased throughout its length (timber framing and 12.5 plaster board and skim, to provide 1/2 hr fire resistance, terminating above roof level (min: 900 above eaves or 600 above highest window) with ventilation grill (balloon). Sink, bath and shower waste pipes to be 40 dia: basin 32 dia, all with 75 deep seal anti-siphonic traps (Marley Monitor or similar). Rodding eyes to be provided at each change of direction.

### **STUB SVP**

Provide stub SVP in WC as shown with 'Durgo' non-return valve.

## **VENTILATION**

Provide natural and mechanical ventilation to the following: -

- \* Kitchens: - One or more window with an opening area of not less than 1/20 th of the floor area, together with mechanical ventilation providing 30 litres per second via cooker hood or 60 l/sec: both intermittent (i.e. operated during cooking); and, 8000 sq mm background ventilation or one air change per hour continuous mechanical ventilation.
- \* Habitable Rooms: - One or more window with an opening area of not less than 1/20 th of the floor area, some of which is min: 1.75 m above floor and 8000 sq mm background ventilation.
- \* Kitchen/Dining Room: - To be counted as one room if area of opening between equals 1/20 th of combined floor area.

## **WINDOW/EXTERNAL DOORS USED FOR ESCAPE PURPOSES**

Min: unobstructed opening size to be 750 high and 450 wide. Windows in roof of gable end should be accessible from ground level by ladder. Dormer window cills should be min: 800 min: and 1100 max: above floor and 1700 max: to eaves. Roof lights should be 600 above floor and 1700 max: from eaves. Install guardrails to any first floor windows where opening lights are less than 800 mm above floor, top of guardrail to be 800 above floor.

### **WINDOWS**

To be standard timber (painted or stained to match existing).

To be purpose made to match existing, with 8000 sq mm permanent vents in top rail.

To be uPVC to match existing, with 8000 sq mm permanent vents in top rail.

To be Boulton and Paul or similar softwood (painted) with 8000 sq mm permanent vents in top rail.

## **HEATING SYSTEM (new)**

Provide full oil fired central heating, with wall mounted boiler output min: 25 kW with balanced flue outlet to external air, protected with wire guard. The space heating system should have appropriate controls including: - Zone control to separately control temperatures in sleeping and living areas, e.g. room thermostats and thermostatic radiator valves; Timing control programmer; Boiler control interlock, to prevent boiler operation when no heat is required for hot water or central heating. Hot water storage system should have thermostat and timer controls. Hot water cylinder should have 35 mm thick factory-applied foam insulation. Hot water service pipes, including primary flow and return and expansion pipes, should have 15 mm insulation for i m from their connection to the cylinder. For dwellings with a floor area greater than 50 sq m, the boiler efficiency must meet the SEDBUK rating min: of 78% for mains gas; 80% for LPG and 85% of oil.

### **GLAZING**

All windows and glazed doors to be double-glazed, to provide an average U-value not more than 2.0 W/sq mK. Glass in all doors to be min: 4 mm thick toughened safety to BS 6206: 1981, Class A. Glazing less than 800 mm from floor, below 1500 and within 300 of a door to be toughened safety glass.

#### **SMOKE DETECTORS**

Provide inter linked mains operated (wired to latest IEE Wiring Regulation) self-contained smoke detectors with battery back-up and trickle charge facility in accordance with B.S. 5440 Part 1, generally to Hall and Landing (head and foot of staircase), and within 7500 of any habitable room.

#### **ELECTRICAL WORK**

All electrical work required to meet the requirements of Part P (Electrical Safety) must be designed, installed, inspected and tested by a person competent to do so. Prior to completion, the Council should be satisfied that Part P has been complied with. This may require an appropriate BS 7671 electrical installation certificate to be issued for the work by a person competent to do so.

#### **LIGHTING**

Energy saving lamps such as fluorescent and compact fluorescent to be provided to all new rooms where lights remain switched on for long periods (also external lighting). Lamp holders/fittings to be suitable only for energy saving lamps.

#### **LAGGING**

All pipe work in roof spaces to be lagged to provide 'K' value not exceeding 0.045 W/Mk and thickness to dia: of pipe to max: 40 mm thick. All in accordance with B.S. 475 Part 5. Pipes to be ducted in accordance with local Water Utility Regulations. Similarly insulate water storage tank. Hot water cylinder to have a jacket fitted to BS 5615:1978.



**TOWN AND COUNTRY PLANNING ACT 1990**

Mr Jeremy Smeddle  
7 St. Swithins Close  
Wickham  
Newbury  
Berkshire  
RG20 8HJ

**Applicant:**  
Hungerford Rugby Club

**PART I - DETAILS OF APPLICATION**

**Date of Application**

10th November 2005

**Application No.**

**05/02564/FUL**

**THE PROPOSAL AND LOCATION OF THE DEVELOPMENT:**

Alterations and extensions to sports pavilion. Additional parking.

Sports Pavilion Triangle Field, Priory Road, Hungerford, West Berkshire

**PART II - DECISION**

In pursuance of its powers under the Town and Country Planning Act 1990, West Berkshire District Council **GRANTS** planning permission for the development referred to in Part I in accordance with the submitted application form and plans, subject to the following condition(s):-

- 1 The development shall be started within three years from the date of this permission and implemented strictly in accordance with the approved plans.

Reason: To enable the Local Planning Authority to review the desirability of the development against Policy DP1 of the Berkshire Structure Plan 2001-2016 and Policy OVS2 of the West Berkshire District Local Plan 1991 - 2006 should it not be started within a reasonable time.

- 2 The development hereby approved shall be carried out in accordance with drawing title number(s) 1215/01 and 1215/02 received on 23rd November 2006, unless otherwise agreed in writing by the Local Planning Authority.

Reason: To ensure that the development is carried out in accordance with the submitted details assessed against Policy DP1 of the Berkshire Structure Plan 2001-2016 and Policy OVS2 of the West Berkshire District Local Plan 1991 - 2006.

- 3 Prior to the commencement of development, samples of the materials to be used in the proposed development shall be submitted to and approved in writing by the



Local Planning Authority. This condition shall apply irrespective of any indications as to the details that may have been submitted with the application, and shall where necessary include the submission of samples of glass, plastic and mortar materials. Thereafter the materials used in the development shall be in accordance with the approved samples.

Reason: In the interests of visual amenity in accordance with Policy DP6 of the Berkshire Structure Plan 2001 - 2016 and Policy OVS2 of the West Berkshire District Local Plan 1991 - 2006.

- 4 The extended pavillion shall not be taken into use until the proposed alterations to the access have been completed, and a footway to a standard approved by the Local Planning Authority has been provided between the end of the existing footway in Priory Road and the site entrance.

Reason: In the interests of highway safety, in accordance with Policy OVS2 of the West Berkshire District Local Plan 1991 - 2006.

- 5 Prior to the commencement of development, details of the surfacing arrangements for the vehicular access(es) to the highway shall be submitted to and approved in writing by the Local Planning Authority. Such details shall ensure that bonded material is used across the entire width of the access(es) for a distance of 10 metres measured back from the carriageway edge. Thereafter the surfacing arrangements shall be constructed in accordance with the approved details.

Reason: To avoid migration of loose material onto the highway in the interest of road safety in accordance with Policy T4 of the Berkshire Structure Plan 2001-2016 and Policy OVS 2 of the West Berkshire District Local Plan 1991-2006.

- 6 No development of the site shall be brought into use until visibility splays of 2.4 metres by 90 metres have been provided at the access. The visibility splays shall, thereafter, be kept free of all obstructions to visibility above a height of 0.6 metres above carriageway level.

Reason: In the interest of road safety in accordance with Policies DP1 and T4 of the Berkshire Structure Plan 2001-2016 and Policy OVS 2 of the West Berkshire District Local Plan 1991-2006.

- 7 Prior to the development being brought into use the vehicle parking and/or turning space shall be provided in accordance with the approved plan(s). The parking and/or turning space shall thereafter be kept available for parking (of private motor cars and/or light goods vehicles) at all times.

Reason: To ensure the development is provided for adequate parking facilities in order to reduce the likelihood of roadside parking which would be a danger to other road users in accordance with Policies DP5 and T4 of the Berkshire Structure Plan 2001-2016 and Policy TRANS 1 of the West Berkshire District Local Plan 1991-2006.

- 8 Details of the bicycle shed and provision of cycle parking shall be submitted to and approved in writing by the Local Planning Authority prior to the commencement of development, and shall be constructed and made available for use prior to the first use of the extended pavilion, and shall be maintained at all times thereafter.

Reason: To ensure the development reduces reliance on private motor vehicles in accordance with Policy TRANS 4 of the West Berkshire District Local Plan 1991 - 2006.

- 9 Development shall not commence until a scheme of sound insulation for the Pavilion has been submitted to and approved in writing by the Local Planning Authority to protect occupiers of nearby residential property from noise generated from the operation of the Pavilion. All works forming part of the approved scheme shall be completed before operation of the Pavilion.

Reason: To protect the amenities of neighbouring residents/occupiers in accordance with Policy OVS2 of the West Berkshire District Local Plan 1991 - 2006.

- 10 Prior to the commencement of development a scheme of landscaping for the site shall be submitted to and approved in writing by the Local Planning Authority. The development shall thereafter be landscaped in accordance with the approved scheme which shall ensure:-
- (a) the carrying out of any earth moving operations concurrently with the carrying out of the building and other works;
  - (b) completion of the scheme during the planting season next following the completion of the building(s), or such other date as may be agreed in writing by the Local Planning Authority;
  - (c) the maintenance of the landscaped areas for a period of five years or until established, whichever may be longer. Any trees or shrubs removed, or which in the opinion of the Local Planning Authority, are dying, being severely damaged or becoming seriously diseased within five years of planting, shall be replaced by trees or shrubs of similar size and species to those originally required to be planted.

Reason: To ensure the implementation of a satisfactory scheme of landscaping which will in due course improve the environmental quality of the development in accordance with policies DP6 and EN1 of the Berkshire Structure Plan 2001 - 2016 and policy OVS2 of the West Berkshire District Local Plan 1991 - 2006.

- 11 Prior to the commencement of development details of the external lighting to be used in the areas around the proposed building(s) shall be submitted to and approved in writing by the Local Planning Authority. Thereafter no building shall be occupied until the external lighting has been installed in accordance with the approved details.

Reason: The Local Planning Authority wish to be satisfied that these details are satisfactory, having regard to the setting of the development.

- 12 The hours of use of the building shall be restricted to 0700 to 2330 on any day.

Reason: In the interests of the amenity of the area, in accordance with Policy OVS6 of the West Berkshire District Local Plan 1991 - 2006.

- 13 No storage shall take place in the northern storage extension of the building except for items ancillary to the sport and playing field use of the site.



Reason : To prevent the establishment of a general storage use in the building without proper consideration of its implications, in accordance with Policy OVS.2 of the West Berkshire District Local Plan 1991-2006.

- 14 Other than informal gatherings on match days in connection with a sporting event taking place on the Triangle Field, the incidence of organised social functions at the premises shall 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 such functions shall take place on Sundays.

Reason: In the interests of the amenity of the area, in accordance with Policy OVS.6 of the West Berkshire District Local Plan 1991-2006.

The decision to grant Planning Permission has been taken having regard to the policies and proposals in the West Berkshire District Local Plan 1991-2006 (WBDLP), the Berkshire Structure Plan 2001-2016 (BSP), the Waste Local Plan for Berkshire 1998-2006, the Replacement Minerals Local Plan for Berkshire 1991-2006 (incorporating the alterations adopted in December 1997 and May 2001) and to all other relevant material considerations, including Government guidance, supplementary planning guidance notes; and in particular guidance notes and policies:

**BSPDP1 BSPDP6 BSPEN1 OVS2 ENV2 ENV18 PPS1 PPS7 PPG17**

The reasoning above is only intended as a summary. If you require further information on this decision please contact the Council via the Customer Call Centre on 01635 519111.

#### **INFORMATIVE:**

1. The applicant's attention is drawn to the fact that above conditions must be complied with in full before any work commences on site, failure to do so may result in enforcement action being instigated.
2. The above Permission may contain pre-conditions, which require specific matters to be approved by the Local Planning Authority before a specified stage in the development occurs. For example, "*Prior to commencement of development written details of the means of enclosure will be submitted to and approved in writing by the Local Planning Authority*". This means that a lawful commencement of the approved development cannot be made until the particular requirements of the pre-condition(s) have been met.

Decision Date :- 27th February 2006



**Gary Lugg**  
**HEAD OF PLANNING AND TRANSPORT STRATEGY**



23 January 2007



Hungerford Rugby Club  
Fao Martin Digweed  
2 Homefield Way  
Hungerford  
Berkshire  
RG17 0JY

**Planning & Transport Strategy**

West Berkshire District Council  
Council Offices  
Market Street Newbury  
Berkshire RG14 5LD

**Please ask for: Chris Eke**  
**Direct Line: (01635 503030)**  
**Fax: (01635 519408)**  
**e-mail: ceke@westberks.gov.uk**

Dear Sir/Madam,

**Building Regulation Application No. 06/00871/A**

**Single storey extension at**

**Hungerford Rugby Club Triangle Field Priory Road Hungerford Berkshire RG17 0AP.**

The above Building Regulation application has been approved and the approval notice has been sent to your agent.

As you are aware the building, which is the subject of the application, is to be used as a workplace under the definitions of the Fire Precautions (workplace) Regulations 1999. In 1992 the Department of the Environment, the Home Office and the Department of Trade and Industry jointly issued a guidance document recommending a process to ensure building work met the requirements of all the bodies enforcing fire safety legislation.

This letter is part of the recommended process and I write to invite you to begin to prepare fire safety drawings that will be required by the fire brigade, after the work is complete. These fire safety drawings should show the fire safety provisions required to meet the requirements of the Building Regulations and the provisions to be made for Fire Certification.

They should show the building work as constructed on site and should include:

- a. means of escape and their protection, including position and type of fire doors;
- b. structural fire precautions (lines of compartmentation etc.);
- c. access and facilities for the fire service;
- d. fire alarms;
- e. fire fighting equipment;
- f. emergency lighting;
- g. fire exit signs and other notices;
- h. 'active' fire protection systems such as sprinklers, or other fixed extinguishing systems, smoke control, fire ventilation, with notes on arrangements for their ongoing maintenance.

You will be requested, in writing, to send the drawings to the Fire Brigade when the work is complete.

**If you have any queries regarding the drawings please contact the Berkshire Fire Service directly on 01635 48112.**

Yours faithfully

Chris Eke  
Senior Building Control Surveyor



2006-2007  
Improving Rural Services  
Enhancing the Environment

Switchboard: (01635) 42400 Document Exchange: DX 30825 Newbury

Minicom: (01635) 519001 Website: [www.westberks.gov.uk](http://www.westberks.gov.uk)



Beacon Uniform7 - DEFNOT - ver 5 - 04/10/05

# DASHWOOD CONSTRUCTION LTD

Martin Digweed  
Hungerford Rugby Club  
C/o 2 Homefield Way  
Hungerford  
Berkshire  
RG17 0JY

12 Cromwell Place  
NEWBURY  
Berkshire  
RG14 1AF  
Tel: (01635) 580681  
Fax: (01635) 580686

16<sup>th</sup> April 2007

DC-let-140207-824

Dear Martin

I have now had an opportunity to price the materials required for the foundations and superstructure of our new ruby club.

I have prepared a schedule of works roughly in the order of how they will need to be carried out and priced each phase.

## 1<sup>ST</sup> STAGE

### 1. Existing septic tank.

Pump out existing septic tank by another.

Excavate carefully around fibreglass tank so as not to damage to a dept of approximately 3.3 metres.

Disconnect the existing inflow and outflow pipe work.

Excavate a second trench approximately 4-6 metres from the Intended new building.

Reinstate septic tank and reconnect utilising existing pipe runs where possible.

Divert pipe work in manhole that falls in the new building to North side, the field side, create new drainage trench.

Reconnect existing pipe work into existing manhole.

Connect all existing flows into reinstated septic tank.

All trenches excavated to a depth of approximately 700mm.

25mm pea shingle bed and surrounding pea shingle.

Backfill and reinstate top soil.

Remove excess spoil to boundary embankment to be formed.

Backfill from septic tank location with rejects as already agreed with Building Control and level out.

Assuming existing septic tank can be reused.

All this work for a total cost of  
(plus VAT if applicable)

**£2,500.00**

**2. Mark out location of new club House**

Excavate foundation trench 450 wide by 1 metre deep.

Make provision for any lateral or service pipe work.

Trench fill foundations to a depth of approximately 200mm

From existing ground level, making provision for service and pipe work.

All spoil to be moved to form new embankment.

**All this work for a total cost of**  
(plus VAT if applicable)

**£2,750.00**

**3. Reduce ground levels approximately 2 metres beyond foundations and all spoil to a depth of approximately 6 inches intended over site area.**

Deposit topsoil a considerable location to new embankment

To be spread into as newly formed embankment and returned field and ground.

New pavilion as necessary.

Construct foundations to DPC level in solid concrete blocks

And matching facing bricks.

DPC level anticipated two blocks from the foundation concrete

Works on the inside and one block and three courses of bricks

on the outside to PC level.

Fill oversite with minimum 100mm rejects hardcore.

Fit 100mm of thermal insulation.

Lay polythene DPM.

Fit reinforcing mesh.

Lay 100-150mm concrete oversite, pending Building Inspectors requirements.

Making provisions for all services, pipe works and ducts.

Powerfloat finish to receive tiling or floor covering, to be agreed.

**All this work for a total cost of:**  
(plus VAT if applicable)

**£5,943.00**

**TOTAL COST OF 1<sup>ST</sup> STAGE**  
(PLUS VAT IF APPLICABLE)

**£11,193.00**

## 2<sup>ND</sup> STAGE

### 4. Superstructure

Construct superstructure to first level in matching facing bricks and insulation block work, leaving 100ml cavity filled with thermal insulation in accordance with Building Regs requirements.

Make provision for doors and windows.

Scaffold round and continue superstructure to plate level building in all insulation, wall ties and lintels as work proceeds.

Bed 100 x 50 under wall plate.

Leave scaffold in place ready for roof construction

N.B. No allowance has been made for window frames other than blanks or cavity closure units to be supplied by another.

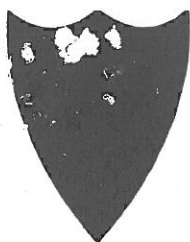
**TOTAL COST OF 2<sup>ND</sup> STAGE**  
(plus VAT of applicable)

**£11,193.00**



Yours sincerely  
Paul Calder





# Heritage Roofing

Telephone: 01488 71117 Facsimile: 01488 71118  
Email: mark@heritageroofing.co.uk

Heritage Roofing Ltd.,  
Unit 8,  
Lowesden Works,  
Lambourn Woodlands,  
Hungerford,  
Berkshire, RG17 7RU

Mr R Boulton  
The Maples  
Wantage Road  
Eddington  
Hungerford  
RG17 0PJ

21 February 2007

Ref: 5553/2007

## QUOTATION

Dear Bob

Further to your recent enquiry we have pleasure in submitting the following:

### Re: Hungerford Rugby Club

#### Extension roof – Area 225sq. metres (subject to re-measure –due to scale of drawings)

To supply and fix new Redland Regent interlocking concrete tiles to 25x50 treated battens on Tyvek Supro underlay. Ridge and hips to be completed using half and third ridge and hip tiles neatly bedded and pointed. Supply and fix code 4 lead flashing to chimney stack.

**Budget Price £6000.00 + VAT**

N.B. Yourselfs to provide all necessary scaffolding, skips and sand/cement. No allowance has been made for the supply and fix of any ventilation/insulation products.

**Terms:** Net 14 days from date of invoice

**Fixed price until: 31.05.2007**

We hope this quotation meets with your approval and await your further instructions

Yours sincerely

M HOLSMAN



Registered Office:  
130 High Street, Hungerford, Berks RG17 0DL  
CoNo: 2900600 VAT No: 639-4109-29  
Director:- M.Holsman



National  
Federation of  
Builders

# CHELWORTH WINDOWS & CONSERVATORIES

Inlands Farm, The Marsh,  
Lower Wanborough, Swindon, Wilts. SN4 0AS  
Phone: 01793 790944 Fax: 01793 791348  
[www.chelworthconservatories.co.uk](http://www.chelworthconservatories.co.uk)  
VAT No. 685 5460 01

Martin Digwerd  
Hungerford RFC  
2 Homefield Way  
Hungerford  
Berks  
RG17 0JY

9th March 2007

## QUOTATION

Manufacture and install 6 windows in Rosewood coloured PVCu with Toughened safety glass, 1 single door in Rosewood coloured PVCu and 2 pairs of Brown Aluminium French doors.

Total price £5178.00  
Plus VAT

Total price for fitting ( If required) £859.00  
Plus VAT

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

Proprietors - Steve & Jan Richens

**FENSA**  
Registered Company

# DASHWOOD CONSTRUCTION LTD

12 Cromwell Place  
NEWBURY  
Berkshire  
RG14 1AF  
Tel: (01635) 580681  
Fax: (01635) 580686

8<sup>th</sup> June 2007

Martin Digweed  
Hungerford Rugby Club  
2 Homefield Way  
HUNGERFORD  
Berkshire  
RG17 0JY

## Re Hungerford Rugby Club, Entrance and Car Parking.

First Phase Work to include new entrance and Disabled Persons parking, coach parking and turning hammer-head; an entrance off Priory Road, with associated access improvements curbing and resurfacing.

### **Method Statement.**

Advise Council of method of works. Put in place suitable signage, indicating road restrictions. Screen-off area as necessary.

Remove rubbish and undergrowth, reduce ground level to receiving new extended footpath at entrance to new drive to reduced ground levels. Install new curbing and footpath, install kerb to highway requirements. Lay 150 tarmacadam sub-base. Complete with 40 mm top-coat.

**Disabled Car Parking.** Remove sub-base to designated disabled parking area. Remove soil to designated locations Fit path edgings on concrete base, haunch-up to form disable and motor cycle parking; lay 150 mm suitable sub-base, type 1 material; level and lay similar top wearing course to match existing.

Area C, reduce ground levels, deposit spoil to designated areas, fit full concrete curbs on concrete base and haunch-up forming new coach parking area and hammer-head.

Lay and compact 150 mm, suitable sub-base type 1 material dress top with wearing course, stone or similar to match existing and make good, remove excess materials from site.

All this work for total cost of **£5,940.00 (five thousand nine hundred and forty pounds) plus VAT** where appropriate.

Subject to this price being acceptable, we will be in a position to carry out these works within 14 days of notice being given.

Yours faithfully



P. D. Calder

PLAN B

