

Dated Thirteenth day of July 2019

NORTHAM PARISH COUNCIL (1)

NORTHAM BOWLING CLUB (2)

COUNTERPART/

LEASE

Land forming the Bowling Green

Adjacent to Northiam Playing Fields

Northiam, East Sussex

PRESCRIBED LEASE CLAUSES

LR1. Date of lease

Thirteenth day of July 2019

LR2. Title number(s)

ESX194054

LR2.2 Other title numbers

None

LR3. Parties to this lease

Landlord

NORTHIAM PARISH COUNCIL of Main Street, Northiam Rye East Sussex TN31 6LP.

and

Tenants David Burchett of Rosedale, Rye Road, Northiam, TN31 6NJ and Richard Buckstepp of South Cottage, Langdon Road, Tunbridge Wells, TN3 0BB and Averil Phillips of Foxeale, Ewhurst Lane, Northiam, TN31 6PA and Glynis Price, 9 Pond Close, Broad Oak Brede, TN31 6DR as the present Trustees of the Northiam Bowling Club Company Number

Other parties

None

Guarantor

None

LR4. Property

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 the definition of "Demised Premises" in Clause 1 of this lease.

LR5. Prescribed statements etc.

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:

None.

LR6. Term for which the Property is leased

The term specified in the definition of "Contractual Term" in Clause 1 of this lease.

LR7. Premium

None.

LR8. Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land

None.

LR9.2 Tenant's covenant to (or offer to) surrender this lease

None.

LR9.3 Landlord's contractual rights to acquire this lease

None.

LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property

None.

LR11. Easements

LR11.1 Easements granted by this lease for the benefit of the Property

None

LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property

None

LR12. Estate rent charge burdening the Property

None.

LR13. Application for standard form of restriction

None.

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

[OMIT ALL INAPPLICABLE STATEMENTS]

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

[The Tenant is more than one person. They are to hold the Property on trust for themselves as tenants in common in equal shares.]

[The Tenant is more than one person. They are to hold the Property on trust [COMPLETE AS NECESSARY].]

THIS LEASE made the thirteenth day of July Two thousand and nineteen BETWEEN NORTHIAM PARISH COUNCIL of Main Street, Northiam Rye East Sussex TN31 6LP (hereinafter called "the Landlord") of the one part and David Burchett of Rosedale, Rye Road, Northiam, TN31 6NJ and Richard Huckstepp of South Cottage, Langdon Road, Tunbridge Wells, TN3 0BB and Averil Phillips of Foxearle, Ewhurst Lane, Northiam, TN31 6PA and Glynis Price, 9 Pond Close, Broad Oak Brede, TN31 6DR as the present Trustees of the Northiam Bowling Club the present Trustees of the Northiam Bowling Club (hereinafter called respectively "the Trustees" and "the Club" the expression the Trustees for the time being of the Club) of the other part

WITNESSETH as follows:-

1. IN consideration of the rent and the covenants by the Trustees hereinafter reserved and contained the Landlord hereby demises to the Trustees ALL THAT land forming the Bowling Green adjacent to the Northiam Playing Fields situate at Northiam East Sussex ("the Demised Premises") and delineated for the purpose of identification only on the plan annexed hereto and thereon coloured red TO HOLD the same unto the Trustees for the term of twenty one years from the day of Two Thousand and twenty paying therefore during the tenancy yearly (and proportionately for any fraction of a year) the following rent the first payment to be made on the signing hereof in all cases without any deduction:-

- a) Eighty Pounds per annum for the first seven years of the term, payable by Standing Order on the annual anniversary.

- b) One Hundred Pounds per annum for the following seven years of the term as in a) above.
- c) One Hundred and Twenty Pounds per annum for the final seven years of the term as in a) above.

2. THE Club may at its own expense in all respects do any of the following

- a) Erect a pavilion groundsman hut storage sheds lavatories and any buildings or erections as necessary for the purposes of the Club **PROVIDED ALWAYS** that no building or erection be brought or erected or any addition or alteration made thereto except in accordance with plans elevations sections and specifications previously approved by or on behalf of the Landlord and the payment of all surveyors and other fees and expenses incurred in respect of such approval
- b) Lay and carry a drain or drains from any buildings so erected through or under the soil of the Demised Premises and also to carry and lay in or under the said soil from and to the said buildings pipes cables and conduits for the supply of gas water electricity and any apparatus necessary or convenient for such supply

3. THE Trustees hereby jointly and severally covenant with the Landlord to observe and perform the provisions and stipulations contained in the Schedule hereto.

4. THE Landlord hereby covenants with the Trustees that the Trustees observing and performing the stipulations and provisions herein or in the Schedule hereto contained shall peaceably hold and enjoy the Demised Premises during the said term without any interruption by the Landlord or any person rightfully claiming under or in trust for him

5. PROVIDED ALWAYS and it is hereby agreed as follows:-

- (1) If the reserved rent or any part thereof shall be in arrear for Twenty One days (whether formally demanded or not) or if there shall be any breach of any stipulation or provision contained in the Schedule hereto or if the Club shall cease to exist (or the tenant being an individual other than a trustee of the Club shall become bankrupt or being a Company shall enter into liquidation whether voluntary or compulsory otherwise than for the purposes of reconstruction or amalgamation) or the tenant being other than a Trustee of the Club shall enter into an arrangement or composition with the tenants creditor or shall suffer any distress to be levied on the tenants good and the Landlord may re-enter upon the Demised Premises and thereupon the term hereby created shall forthwith determine without prejudice to the Landlords rights and remedies in respect of any such breach
- (2) On the determination of the tenancy or within one month thereafter if the reserved rent shall be duly paid up to such determination and there shall not be any unsatisfied breach of any stipulation or provision contained in the Schedule hereto the Trustees may remove all or any of the buildings structures or fixtures placed by them on the Demised Premises unless the Landlord shall before (or if the tenancy is determined otherwise by effluxion of time then within two weeks after) such determination give notice to the Trustees of their intention to purchase the same or any of them at a price to be agreed upon by the parties or in default of such agreement by two valuers (one to be appointed by each party) or their umpire in the usual manner

(3) Any notice under this Lease shall be in writing and may be served upon the person on whom it is to be served either personally or by leaving it for him at the Demised Premises in the case of the Trustees or at his last known place of abode or by sending it by Registered Post or the Recorded Delivery Service to such premises or place. In the case of a notice to be served on the Landlord it may be served in the like manner upon any agent of the Landlord duly authorised in that behalf and in the case of a notice to be served on the Trustees it may be left at or sent to the demised premises be addressed to the Secretary of the Club

(4) The reference in the schedule hereto to the Town and Country Planning Act 1962 shall be deemed also to include both (a) all regulations made under that statute and (b) all statutory re-enactments or specifications of that statute together with all regulations made or deemed to be made thereunder

I N W I T N E S S whereof the Landlord has caused its seal to be hereunto affixed and the Trustees have hereunto set their hands and seals the day and year first before written.

SCHEDULE

Obligations of Trustees

1. To ensure the payment of the reserved rent at the times and in manner aforesaid
2. To ensure the discharge of all existing and future rates taxes assessments and outgoings whatsoever of an annual or recurring nature imposed on or payable by the owner or occupier of the demised premises in respect thereof

3. To keep all buildings erections hedges fences and gates upon the Demised Premises always in good repair and condition and to cleanse all drains and ditches upon or under the Demised Premises
4. Not to assign or underlet or part with possession of the Demised Premises or any part thereof except for the purpose of vesting the term created hereby in the Trustees for the time being of the Club
5. Not without the Landlords previous written consent to cut down or injure any trees plants bushes or hedges or remove any soil clay sand or other materials from the demised premises
6. Not at any time during the said term without consent in writing of the Landlord first had and obtained to carry out or permit or suffer to be carried out in on or over or under the Demised Dremises or any part thereof any improvement or addition to any building or other operation or works other than those authorised by clause 2 of this Lease make or permit or suffer to be made any material change in the use of the Demised Premises or any part thereof and not to commence such operations or institute any such change of use if such involves development within the meaning of the TOWN AND Country Planning Acts
7. To use the Demised Premises and such buildings as have been erected thereon as a private Bowling Ground and Club Pavilion only
8. To obtain all necessary planning approvals and permissions for the use above mentioned and for the erection of any buildings permitted under this lease and to do all acts and things required by and perform any works conformably in all respects with the provisions and conditions thereof and with the provisions of any statute rule order regulation or by-law applicable

9. Not to allow (except for grazing mowing or other like purpose any persons except the Landlord members and servants of the Club and guests of members to use the Demised Premises for any purpose (and in particular not without the previous written consent of the Landlord to invite or allow general public to enter thereon either gratuitously or on payment for the purpose of witnessing or taking part in any game match or other display or entertainment
10. To keep the Demised Premises in a clean and tidy state
11. To permit the Landlord and his duly authorised Agents at all reasonable times to enter the Demised Premises to inspect the condition thereof and for all other reasonable purpose
12. If the Trustees shall be entitled to remove all or any buildings or structures erected on the Demised Premises to pull down and remove the same in a workmanlike manner so as not to cause any damage to the Demised Premises and forthwith after such removal to restore the site thereof so far as possible to its present condition and to pay to the Landlord proper and adequate compensation for any damage caused by or resulting from such removal
13. To insure all buildings or other structures on the Demised Premises and to maintain public liability insurance.
14. To deliver up the Demised Premises at the termination of the term in a condition consistent with the foregoing provisions