

Dated (TBC - UPDATE AT TIME OF SIGNING)

NORTH LUFFENHAM PARISH COUNCIL (1)

NORTH LUFFENHAM CHATER BOWLS CLUB (2)

COUNTERPART/

LEASE

Land forming the Bowling Green at

Pinfold Lane

Adjacent to THE NORTH

LUFFENHAM ALLOTMENTS

NORTH LUFFENHAM,

RUTLAND

PRESCRIBED LEASE CLAUSES

LR1. Date of lease

TBC

LR2. Title number(s)

LT403924

LR2.2 Other title numbers

None

LR3. Parties to this lease

Landlord

NORTH LUFFENHAM PARISH COUNCIL of 4 GREETHAM ROAD,
COTTESMORE, RUTLAND, LE157DB.

and

Tenant

NORTH LUFFENHAM CHATER BOWLS CLUB of **TBC**

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

This lease includes the right of security of tenure to renew this lease.

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 the Property for the benefit of other property

Private right of way - to allotment site for allotment holders only via carpark track.

Public permitted pathway to woodland walk via carpark track.

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

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

THIS LEASE made **TBC** BETWEEN NORTH LUFFENHAM PARISH COUNCIL of 4 GREETHAM ROAD, COTTESMORE, RUTLAND, LE157DB (hereinafter called "the Landlord") of the one part AND the present Trustees of the NORTH LUFFENHAM CHATER BOWLS CLUB of **??** (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, Club and Car Park adjacent to the NORTH LUFFENHAM ALLOTMENTS situate at NORTH LUFFENHAM ("the Demised Premises") and delineated for the purpose of identification only on the plan annexed hereto and thereon coloured red hatching **TO HOLD** the same unto the Trustees for the term of twenty five years from the day of First December 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) One Hundred Pounds per annum for the first ten years of the term, payable by standing order on the annual anniversary.
- b) An increase in line with CPI will occur at the same percentage change for that period, per annum for the following years.

2. THE Club may at its own expense in all respects do any of the following without prior approval from the Landlord

- a) Erect any non-permanent buildings or erections such as a hut shed or storage container as necessary for the purposes of the Club **PROVIDED ALWAYS** that the landlord is notified within one week of the construction installation.
- 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. The Landlord may end this tenancy by service of at least 6 months notice in writing, any notice to be serve no less than 5 years after the start of the tenancy PROVIDED that the Landlord has a genuine and firm intention to re-develop the site and can prove it has a reasonable prospect of implementing such redevelopment. As a condition of this clause, the Landlord agrees that such redevelopment will include provision for the Tenant in the new premises and temporary facilities will be in place during the construction phase and to permit continued use of the existing bowling green by the Tenant for as long as reasonably safe to do so. An addendum to this lease would then be sought following the redevelopment.
6. 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 the Clerk of North Luffenham Parish Council or by email.

(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 Premises 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 COUNTY 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 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 with the exception of 'Open Days' of which ten will be permitted per year.
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 provided they provide 1 weeks notice to be served either personally by leaving it for him at the Demised Premises or email.
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