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SEQ251

DATED 14th day of May 2009

HENFIELD PARISH COUNCIL

- to -

HENFIELD CRICKET CLUB

—

UNDERLEASE

- of -

**Land and building at Henfield Common,
Henfield, West Sussex**

We hereby certify this to be a true copy of the original.

KINGSLEY NAPLEY LLP
Knights Quarter, 14 St Johns Lane
EC1M 4AJ

LR1. Date of lease 14th May 2009

LR2. Title number(s)

LR2.1 Freehold title number(s) WSX262751

LR2.2 Other title numbers

LR3. Parties to this lease

**Landlord Henfield Parish Council Henfield Hall Coopers Way Henfield West
Sussex BN5 9DB**

**Tenant Peter Boyce of 21 Little Oak Partridge Green West Sussex RH13 8JY
and Nicholas Blake of The White Barn Lodge Hill Lane Ditchling East
Sussex BN6 8SP (Secretary and Treasurer of Henfield Cricket Club)**

Other parties

None

LR4. Property

**Ground together with the Pavilion erected thereon at Henfield Common
Henfield West Sussex and shown edged red on the plan attached**

**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.**

LR5. Prescribed statements etc.

Clauses 2.1 and 7

LR5.1 This lease is made under, or by reference to, provisions of:

None

LR6. Term for which the Property is leased

**From and including the date hereof
To and including 25th March 2049**

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

Insert the relevant provisions or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.

None

LR11. Easements

Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements.

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

Clause 1.5

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

Clause 1.6

LR12. Estate rentcharge burdening the Property

Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the rentcharge.

None

LR13. Application for standard form of restriction

None

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

The Tenant is more than one person. They are to hold the Property on trust for Henfield Cricket Club

THIS LEASE delivered as a Deed on the fourteenth day of May 2009 is made between (1) ("the Landlord") and (2) ("the Tenant") referred to in the following Particulars

PARTICULARS

The Landlord	PARISH COUNCIL OF HENFIELD Henfield Hall Coopers Way Henfield West Sussex BN5 9DB
The Tenant	Mr Peter Boyce of 21 Little Oak Partridge Green West Sussex RH13 8JY (Club Secretary) and Mr Nicholas Blake The White Barn Lodge Hill Lane Ditchling East Sussex BN6 8SP (Club Treasurer)
The Club	Means Henfield Cricket Club of which the Tenants are the Secretary and Treasurer of the Club
The Premises	Means the area of ground together with the Pavilion erected thereon at Henfield Common Henfield as the same is shown for the purpose of identification only edged red on the Plan annexed hereto
The Rent	£1 per annum
The Rent Commencement Date	The date hereof
The Term	From the date hereof until the 25 th March 2049
The Permitted Use	The normal activities of a Cricket Club and ancillary Purposes
The Granted Rights	The rights referred to in Clause 1.5 of this Lease
The Reserved Rights	The rights referred to in Clause 1.6 of this Lease
The Access Road	Means the road shown coloured brown on the Plan annexed hereto

INTERPRETATION

1. **IN THIS LEASE** unless the context otherwise requires:-
 - 1.1 The expression **"the Particulars"** shall mean the foregoing particulars
 - 1.2 The expressions in the first column of the Particulars shall have the respective means assigned to them in the second column of the Particulars
 - 1.3 The expression **"the Landlord"** shall include the person persons or corporation for the time being entitled to the reversion immediately expectant on the Term and any superior Landlord
 - 1.4 The expression **"the Tenant"** shall include the successors in title of the Tenant
 - 1.5 The expression **"the Granted Rights"** shall mean or include:-
 - 1.5.1 the right for the Tenant and those authorised by them to pass with or without vehicles over the Access Road belonging to the Landlord which afford access to the Premises the Tenant conforming to such reasonable regulations as may from time to time be promulgated by the Landlord relating to their use
 - 1.5.2 the right to use any pipes wires drains cables and other conducting media supplying the Premises with services and passing though under over or in any adjoining premises belonging to the Landlord
 - 1.6 The expression **"the Reserved Rights"** shall mean or include:-
 - 1.6.1 the right to use inspect repair and renew any pipes wires drains cables and other conducting media supplying any adjoining premises belonging to the Landlord with services and passing through under over or in the Premises
 - 1.6.2 the right to enter upon the Premises in order to view the state of repair and condition of the Premises and to execute necessary repairs to them and carry out any building or other work upon any adjoining premises belonging to the Landlord which cannot be conveniently carried out without effecting such entry
 - 1.7 The expression **"the Planning Acts"** shall mean the consolidating Acts as defined in Section 1 (1) of the Planning (Consequential Provisions) Act 1990 as from time to time modified or re-enacted under any Regulations or Orders made under the authority of any of those Acts

- 1.8 The expression "Enactment" shall mean an Act of Parliamentary Statutory Instrument order or byelaw for the time being in force and shall include any rule regulation scheme plan or direction issued under or deriving authority from any such Act Instrument order or byelaw
- 1.9 The expression "Term" includes any continuation of the Term whether statutory or otherwise
- 1.10 The singular shall include the plural the masculine shall include the feminine and the neuter and covenants entered into and burdens assumed by a party consisting of more than one person shall be deemed to be entered into and assumed jointly and severally so as to apply to and be enforceable against all both or any of such persons and their and each of their personal representatives
- 1.11 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall be deemed to be incorporated
- 1.12 The headings shall not affect the interpretation of this Lease

LANDLORD AND TENANTS

- 2.1 The premises together with other land is held by the Landlord under a Lease dated the 6th March 1951 and made between the Council for the Rural District of Chanctonbury (1) and the Landlord (2) ("Headlease")
- 2.2 The Tenants are the present Secretary and Treasurer of the Club and are duly authorised in accordance with the rules of the Club to enter into this Lease

DEMISE

3. **THE** Landlord demises to the Tenant the Premises **TOGETHER** with the Granted Rights (if any) but **EXCEPT AND RESERVING** unto the Landlord the Reserved Rights (if any) for the Term at the Rent which shall be paid by yearly payments in advance on the 1st January in each year if demanded the first of such instalments or a proportionate part thereof being due on the Rent Commencement Date

TENANT'S COVENANTS

4. THE TENANT COVENANTS with the Landlord:-

Rent

- 4.1 To pay the Rent together with any Value Added Tax thereon if demanded without any deduction or abatement whatsoever except only such sums as are by law payable by the Landlord to the exclusion of the Tenant notwithstanding any stipulations to the contrary

Outgoings

- 4.2 To pay and discharge all general and water rates taxes duties charges assessments impositions and outgoings whether parliamentary parochial local or of any other description which are now or may at any time hereafter be taxed charged or imposed upon or payable in respect of the Premises or on the owner or occupier of the Premises

Repair and Decoration

- 4.3.1 To maintain and keep the Pavilion and all additions and improvements and all Landlords's fixtures and fittings of whatsoever nature and all appurtenances forming part of the Premises in good and tenantable repair
- 4.3.2 To keep the grass at the Premises in good order and to ensure that this is regularly cut

Insurance

- 4.4.1 To be answerable for and indemnify the Landlord against all actions costs claims and demands and liability whatsoever in respect of any damage to any property or the death of or injury to any person arising out of the use by the Tenant of the Premises
- 4.4.2 Immediately to effect and subsequently maintain in the joint names of the Landlord and the Tenant (whether with or without any other names) such insurances and in such amounts and with such insurers as the Landlord may from time to time reasonably require in respect of the liability of the tenant under clause 4.4.1 above
- 4.4.3 To produce to the Landlord on demand every policy of such insurance and the receipt for the then current year's premium

Contribution to party obligations

- 4.5.1 Whenever required by the Landlord to pay or contribute the proper and reasonable proportion according to user attributable to the Premises of the costs and expense of repairing maintaining renewing rebuilding and cleansing the Access Road sewers pipes cables or other appurtenances or conveniences which shall belong to or be used by or for the Premises in common with other nearby or adjoining premises (such proper proportion to be certified by the Landlord's Surveyors) and to keep the Landlord fully and effectually indemnified against all such costs and expenses
- 4.5.2 To pay one half of the costs incurred by the Landlord in cutting the grass area shown coloured green on the Plan annexed hereto

Yielding up

- 4.6 At the expiration or sooner determination of the Term peaceably and quietly to yield up unto the Landlord the Premises together with all additions and improvements in such state and condition as shall in all respects be consistent with a full and due performance by the Tenant of the covenants contained in this Lease and all fixtures and fittings (other than trade or tenant's fixtures removable by the Tenant) in or upon the Premises

Statutory requirements

- 4.7 At all times during the Term to observe and comply in all respects with all and any provision requirement and direction of or under any Enactment so far as it shall relate to or affect the Premises or the user of the Premises for the purpose of trade or business or the employment in the Premises of any person or persons and to execute all works which by or under any Enactment or by any government department local authority factory inspector or other public authority or duly authorised officer or Court of competent jurisdiction acting under or in pursuance of any Enactment are or may be directed or required to be executed (whether by the Landlord or the Tenant) at any time during the Term upon or in respect of the Premises or in respect of any such user or employment and to indemnify the Landlord at all times against all costs charges and expenses of or incidental to the execution of any such works and not at any time during the Term to do or omit or suffer to be done

or omitted on or about the Premises any act or thing by reason of which the Landlord may under any Enactment incur or have imposed upon him or become liable to pay any penalty damages compensation costs charges or expenses

Notices

- 4.8 To give full particulars to the Landlord of any permission notice order direction or proposal for a notice order or direction made given or issued to the Tenant by any government department local or public authority under or by virtue of any statutory powers within seven days of the receipt by the Tenant of notice of the same and if so required by the Landlord to produce such permission notice order or direction or proposal for a notice order or direction to the Landlord **AND ALSO** without delay to take all reasonable or necessary steps to comply with any such notice order or direction or at the request of the Landlord to make or join with the Landlord in making such objections or representations against or in respect of any such notice order proposal or direction as the Landlord shall deem expedient

Planning

- 4.9 In relation to the Planning Acts:-
- 4.9.1 at all times during the Term to comply in all respects with the provisions and requirements of the Planning Acts and all licences consents permissions and conditions (if any) granted or imposed under the Planning Acts or under any Enactment repealed by any of the Planning Acts so far as such permissions and requirements respectively relate to or affect the Premises or any part thereof or any operations works acts or things already hereafter to be carried out executed done or omitted on the Premises or the use of the Premises for
- 4.9.2 any purpose and during the Term so often as occasion shall require at the expense in all respects of the Tenant to obtain from (as the case may be) the local planning authority or the appropriate Government Department all such licences consents and permissions (if any) as may be required for the carrying out by the Tenant of any operations on the Premises or the institution or continuance by the Tenant of any operations on the Premises or any use which may constitute development within the meaning of the Planning Acts

- 4.9.3 to pay and satisfy any charge that may at any time be imposed under the Planning Acts in respect of the carrying out or maintenance by the Tenant on the Premises of any such operations or the institution or continuance by the Tenant of any such use
- 4.9.4 notwithstanding any consent which may be granted by the Landlord under this Lease not to carry out or make any alteration or addition to or change of use of the Premises (being an alteration or addition or change of use for which planning permission needs to be obtained) without first obtaining planning permission
- 4.9.5 if and when called upon so to do to produce to the Landlord or his Surveyor all such plans documents and other evidence as the Landlord may reasonably require in order to satisfy himself that the provisions of this Clause have been complied with in all respects and
- 4.9.6 to indemnify and keep indemnified the Landlord against all liability resulting from any contravention of the provisions of the Planning Acts or any of them

Viewing

- 4.10 To allow the Landlord and all persons authorised by the Landlord to enter the premises at any reasonable time for the purpose of ascertaining whether the terms of this Lease have been complied with or for any other lawful purposes

Remedy breaches

- 4.11 To repair and make good all breaches of covenant defects and wants of repair for which the Tenant may be liable under its covenants contained in this Lease of which notice shall have been given by the Landlord to the Tenant within two calendar months after the giving of such notice or sooner if requisite and in case of any failure so to do to permit the Landlord to enter itself to carry out such works of repair and to pay to the Landlord on demand the cost of such works

Section 146 costs

- 4.12 To pay to the Landlord all reasonable costs charges and expenses (including legal costs and fees payable to a Surveyor or Architect) which may be incurred or payable by the Landlord in or in contemplation of any steps taken to recover any arrears of the Rent or the enforcement of any of the covenants

contained in this Lease or any proceedings relating to the Premises under Sections 146 and 147 of the Law of Property Act 1925 (whether or not any right of re-entry or forfeiture has been waived by the Landlord or the Tenant has been relieved under the provisions of such Act) or in contemplation of any application to any planning authority or of any application to the Landlord for any licence or consent pursuant to the covenants contained in this Lease or in respect of any improvement which the Tenant may be entitled to make on or to the Premises under or by virtue of the Landlord and Tenant Acts 1927 and 1954 or any other Enactment for the time being affecting the Premises and of or in connection with the approval and supervision from time to time of any such works and to keep the Landlord fully and effectually indemnified against all liability which he may incur in respect of any such application licence consent or works

No dangerous materials

4.13 Not to keep place or store or permit or suffer to be kept placed or stored in or upon or about the Premises any materials of a dangerous combustible or explosive or corrosive nature or the keeping or storing of which may contravene any Enactment or constitute a nuisance to the occupier of neighbouring or adjoining premises

Alterations to electrical installation

4.14 Not at any time during the Term to make any alteration or addition to the electrical installation of the Premises save in accordance with the terms and conditions laid down by the electricity supply authority

Alterations to Premises

4.15 Not without the previous consent in writing of the Landlord such consent not to be unreasonably withheld or delayed to make any addition or alteration whatsoever structural or otherwise to the Premises either externally or internally nor to carry out any development as defined by the Planning Acts on or to the Premises

User

4.16.1 Not to use or permit to be used the Premises except for the Permitted User or such other use as the Landlords agree to in writing and further not at any time to use the Premises or allow the Premises to be used for the consumption or sale of beer wine or spirituous liquors unless the requisite licence is obtained

No nuisance

4.17 Not to do or permit or suffer to be done on the Premises or any part thereof anything which shall or may be or become or cause an annoyance nuisance damage inconvenience disturbance injury or danger to the Landlord or the owners lessees or occupiers of any other premises in the neighbourhood not to permit any musical instrument gramophone wireless loud speaker or similar apparatus to be played or used on the Premises so as to be a nuisance audible from outside the Premises

Alienation

Part of Premises

4.18 Not to assign underlet charge or part with possession the whole of the Premises or any part thereof save as provided for in clause 5.2

No refuse

4.19.1 Not to form any permanent refuse dump or rubbish or scrap heap on the Premises but to remove not less frequently than once a week all refuse rubbish and scrap which may have accumulated on the Premises

4.19.2 To comply with the terms of the Byelaws made by Horsham District Council under Section 1 of the Commons Act 1899 in respect of Henfield Common Broadmare Common and Oreham Common, Henfield so far as they affect the Premises

LANDLORD'S COVENANTS

5. **THE LANDLORD COVENANTS** with the Tenant as follows:-

Quiet enjoyment

5.1 That the Tenant paying the Rent and observing and performing the covenants on its part contained in this Lease shall and may quietly enjoy the Premises during the Term without any interruption by the Landlord or persons lawfully claiming under the Landlord

- 5.2 That in the event of the appointment by the Club during the Term of a new Secretary and Treasurer in place of the Tenant to permit automatically without licence the assignment of the Lease to such new Secretary and/or Treasurer **PROVIDED FURTHER** that the Tenant shall give written notice of such assignment to the Landlord within four weeks of the date thereof and on any such assignment the Secretary and Treasurer so replaced will be released from all or any liabilities or obligations under the terms of this Lease
- 5.3 To pay the rents reserved by the Headlease and to observe and perform so far as the Tenant is not liable for such observance and performance under the terms of this lease the covenants and conditions on the part of the Lessee contained in the Headlease and to indemnify and to keep indemnified the Tenant against all actions claims proceedings costs expenses and demands in anyway relating to this covenant
- 5.4 On the request of the Tenant to take all reasonable steps to enforce the covenants on the part of the superior landlord contained in the Headlease
- 5.5 To take all reasonable steps at the Tenants expense to obtain the consent of the superior landlord whenever the Tenant makes application for any consent required under this Lease (if required)

PROVISOS

6. **PROVIDED ALWAYS AND IT IS HEREBY AGREED** that:-

Rents

- 6.1 If any instalment of the Rent shall not be paid within fourteen days after becoming due (whether lawfully demanded or not) or if any material covenant on the Tenant's part contained in this Lease shall not be performed or observed (which is not remedied promptly by the Tenant following written notice by the Landlord) or if the Tenant being an individual shall become bankrupt or compound or arrange with his creditors or being a Company shall go into liquidation either compulsory or voluntary except for the purpose of reconstruction or amalgamation then and in any such case the Landlord shall be entitled to re-enter into or upon the Premises or any part of the Premises in the name of the whole and to repossess and enjoy the Premises as if this Lease had not been granted without prejudice to any right of action or remedy

of either party in respect of any antecedent breach by the other of any of the covenants contained in this Lease

Interest on late payments

- 6.2 If any instalment of the Rent or any other money which may become payable by the Tenant to the Landlord under any of the provisions of this Lease at any time or times remains unpaid after becoming payable (whether such rent or other money has been formally or legally demanded or not) then the amount for the time being unpaid shall (without prejudice to the Landlord's right of re-entry or any other right or remedy of the Landlord) bear and carry interest and the Tenant accordingly **COVENANTS** with the Landlord that in such circumstances and during such period or periods the Tenant will pay to the Landlord interest computed on monthly rests (as well after as before any judgement) on any such unpaid amount at the rate of Four per cent per annum above Barclays Bank plc base rate

No waiver

- 6.3 The receipt by the Landlord or his agents of any instalments of the rent paid or tendered by or on behalf of the Tenant shall not be deemed to constitute a waiver by the Landlord of any breach of any of the covenants on the part of the Tenant contained in this Lease or any penalty attached to any such breach

Compensation excluded

- 6.4 Subject to the provisions of Section 38(2) of the Landlord and Tenant Act 1954 as amended by the Law of Property Act 1969 the Tenant shall not be entitled to any compensation under Sections 37 and 59 of the Landlord and Tenant Act 1954 or under any corresponding provisions in any Act amending or replacing it

Value Added Tax

- 6.5 All sums reserved or payable by the Tenant under this Lease whether by way of reimbursement of the Landlord or otherwise shall be exclusive of Value Added Tax and if Value Added Tax or any other tax shall be or becoming payable on or in respect of any such sum such tax shall be paid or reimbursed by the Tenant in addition to the sum on or in respect of which such tax is payable

Surrender

- 6.6 If the Tenant shall desire at any time to determine the term hereby granted and shall give to the Landlord not less than six months previous notice in writing of such desire and shall up to the time of such determination pay the rent and reasonably perform and observe the covenants on the Tenants part hereinbefore reserved and contained then immediately on that date the present demise and everything herein contained shall cease and be void but without prejudice to the rights and remedies of each party against the other in respect of any antecedent claim or breach of covenant

Termination

- 6.7. In the event that the Club ceases to exist or they fail to keep the Pavilion and grounds in reasonable repair then the Landlord may terminate this Lease upon three months notice in writing to the Tenant and the Pavilion shall become the property of the Landlord

No Agreement for Lease

- 6.8 It is hereby certified that there is no Agreement for Lease to which this Lease gives effect

TRUSTEES LIABILITY

- 7.1 The liability of the Secretary and Treasurer in respect of the covenants in Clause 4 and in respect of any breach of such covenants shall be joint only and not several
- 7.2 Save to the extent that the Secretary and Treasurer are effectively indemnified by any insurance effected pursuant to Clause 4.4 the liability of the Secretary and Treasurer in respect of any such breach shall be limited in amount to the realisable value of the assets of the Club for the time being vested in them and nothing contained in this Lease shall entitle the Landlord to pursue exercise or enforce any right or remedy in respect of any such breach against the personal estate property effects or assets of either the Secretary or Treasurer or against any assets for the time being vested in the Secretary or Treasurer which are not assets of the Club

IN WITNESS whereof this deed has been executed but not delivered until the day
and year first before written

SIGNED AS A DEED by)
two members of the Henfield)
Parish Council at a meeting duly)
convened and held on the 5th)
Day of May 2009)


Ross

Scale 1:2500

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