

Dated 14 December 2021

THE HENFIELD PARISH COUNCIL

and

**RICHARD DIGBY STEPHENSON and PATRICIA MARY HEMSWORTH as
trustees of the Henfield Tennis Club**

RENEWAL LEASE BY REFERENCE TO AN EXISTING LEASE

Grounds at Kings Field, Henfield



47 Old Steyne
Brighton
BN1 1NW

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LR1. Date of lease

14 December 2021

LR2. Title number(s)

LR2.1 Landlord's title number(s)

WSX296583

LR2.2 Other title numbers

NONE

LR3. Parties to this Lease

Landlord

THE HENFIELD PARISH COUNCIL

of The Henfield Hall, Henfield, West Sussex BN5 9DB (the trustee of the Charity known as King's Field Charity (Charity No.270451))

Tenant

Richard Digby Stephenson , 110 Parsonage Road ,Henfield ,West Sussex , BN5 9HZ and Patricia Mary Hemsworth, Tannery End, Church Street, Henfield, West Sussex, BN5 9NT as Trustees of the Henfield Tennis Club

Other parties

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 "Property" in clause 1.1 of this Lease and the definition of "Premises" in the Particulars of the Existing Lease.

The Property is let without the benefit of any existing easements or other rights which are appurtenant to the whole or any part of WSX296583.

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 1.1 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

The easements included in the definition of "Incorporated Terms" in clause 1.1 of this Lease which are set out in clause 1.5 of the Existing Lease.

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

The easements included in the definition of "Incorporated Terms" in clause 1.1 of this Lease which are set out in clause 1.6 of the Existing Lease.

LR12. Estate rentcharge 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

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

This Lease is dated 14 December 2021

BETWEEN

- (1) THE HENFIELD PARISH COUNCIL of The Henfield Hall, Henfield, West Sussex BN5 9DB (the trustee of the Charity known as King's Field Charity (Charity No.270451)) (the **Landlord**);
- (2) RICHARD DIGBY STEPHENSON of 110 Parsonage Road ,Henfield ,West Sussex , BN5 9HZ and PATRICIA MARY HEMSWORTH Tannery End, Church Street, Henfield, West Sussex, BN5 9NT, as trustees of the Henfield Tennis Club (the **Tenant**).

BACKGROUND

- (A) The Landlord is the freehold owner of the Property.
- (B) The residue of the term of the Existing Lease is vested in PATRICIA MARY HEMSWORTH, GILLIAN ANN MASTRANGELO, RACHEL MEATES and RICHARD DIGBY STEPHENSON (**Old Tenant**).
- (C) The Landlord and the Old Tenant have agreed to surrender the Existing Lease by way of a deed of surrender dated of even date with this Lease.
- (D) The Landlord has agreed to grant a new lease of the Property to the Tenant on the terms set out in this Lease.

IT IS HEREBY AGREED

1. INTERPRETATION

The following definitions and rules of interpretation apply in this Lease.

1.1 Definitions:

Annual Rent		rent at an initial rate of £1125 per annum and then as revised in accordance with this Lease and any interim rent determined under the LTA 1954.
Contractual Term		a term of 25 years from and including 1 October 2021 to and including 30 September 2046.
Existing Lease		the lease of the Property dated 1 October 2008 and made between (1) the Landlord and (2) Patricia Mary Hemsworth, Gillian Ann Mastrangelo (a copy of which is annexed to this Lease at Appendix A).
Existing Annual Rent	Lease	the annual rent reserved by the Existing Lease as set out in the definition of "The Rent" in the Particular of the Existing Lease.
Existing Contractual Term	Lease	the contractual term for which the Existing Lease was granted as set out in the definition of "The Term" in the Particulars of the Existing Lease.
Existing Review Dates	Lease	the dates for the review of the annual rent set out in the definition of "The Review Dates" in the Particulars of the Existing Lease.
Incorporated Terms		all of the provisions of the Existing Lease (as varied by this

- Lease).
- | | |
|-----------------------------|---|
| Landlord's Covenants | the obligations in this Lease, which include the obligations contained in the Incorporated Terms, to be performed and observed by the Landlord. |
| LTA 1954 | Landlord and Tenant Act 1954. |
| Plan | the plan annexed to this Lease at Appendix B. |
| Property | the property known as the ground at Kings Field Henfield shown edged red on the Plan and as described in the definition of "Premises" in the Particulars of the Existing Lease. |
| Review Dates | 1 October 2026 and every 5 year anniversary of that date. |
| Tenant's Covenants | the obligations in this Lease, which include the obligations contained in the Incorporated Terms, to be performed and observed by the Tenant. |
- 1.2 For the purposes of this Lease only, if there is an inconsistency between any of the provisions of this Lease and the provisions of the Existing Lease, the provisions of this Lease shall prevail.
- 1.3 For the purposes of this Lease only, references to the "Landlord" and "Tenant" in the Existing Lease shall be read as references to the Landlord and Tenant in this Lease.
- 2. GRANT**
- 2.1 The Landlord lets the Property to the Tenant:
- 2.1.1 for the Contractual Term;
 - 2.1.2 on the terms of this Lease which include the Incorporated Terms as if they were set out in full in this Lease; and
 - 2.1.3 with the Tenant paying as rent to the Landlord the sums reserved as rent in the Incorporated Terms at the times and in the manner set out in the Incorporated Terms.
- 3. TENANT'S COVENANTS**
- The Tenant covenants with the Landlord to comply with the Tenant's Covenants.
- 4. LANDLORD'S COVENANTS**
- The Landlord covenants with the Tenant to comply with the Landlord's Covenants.
- 5. THE EXISTING LEASE**
- For the purposes of this Lease only, the provisions of the Existing Lease shall be varied as set out in Schedule 1 and this Lease shall be read and construed accordingly.
- 6. REGISTRATION OF THIS LEASE**
- 6.1 The Tenant shall:
- 6.1.1 apply to register this Lease at HM Land Registry promptly and in any event within one month following the grant of this Lease;

- 6.1.2 ensure that any requisitions raised by HM Land Registry in connection with its application to register this Lease at HM Land Registry are responded to promptly and properly; and
- 6.1.3 send the Landlord official copies of its title within one month of completion of the registration.

7. CLOSURE OF REGISTERED TITLE OR REMOVAL OF ENTRIES IN RELATION TO THIS LEASE AND EASEMENTS GRANTED BY THIS LEASE

- 7.1 The Tenant shall make an application to HM Land Registry to close the registered title of this Lease promptly (and in any event within one month) following the date on which this Lease ends (however it ends).
- 7.2 The Tenant shall:
 - 7.2.1 ensure that any requisitions raised by HM Land Registry in connection with its application to HM Land Registry pursuant to clause 7.1 are responded to promptly and properly; and
 - 7.2.2 keep the Landlord informed of the progress and completion of that application.

8. SECTION 62 OF THE LAW OF PROPERTY ACT 1925, IMPLIED RIGHTS AND EXISTING APPURTENANT RIGHTS

- 8.1 The grant of this Lease does not create by implication any easements or other rights for the benefit of the Property or the Tenant and the operation of section 62 of the Law of Property Act 1925 is excluded.
- 8.2 The Property is let without the benefit of any existing easements or other rights which are appurtenant to the whole or any part of WSX296583.

9. ENTIRE AGREEMENT

- 9.1 This Lease and the documents annexed to it constitute the whole agreement between the parties and supersede all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to their subject matter.
- 9.2 Each party acknowledges that in entering into this Lease it does not rely on any representation or warranty (whether made innocently or negligently).
- 9.3 Nothing in this Lease constitutes or shall constitute a representation or warranty that the Property or any common parts over which the Tenant has rights under this Lease may lawfully be used for any purpose allowed by this Lease.
- 9.4 Nothing in this clause shall limit or exclude any liability for fraud.

10. COSTS

- 10.1 The Tenant shall on the date of this Lease pay £750 plus VAT to the Landlord by way of a contribution towards its legal costs.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SCHEDULE 1
Variations to the Existing Lease

1. SUBSTITUTION OF THE ANNUAL RENT

For the purposes of this Lease only, the provisions of the Existing Lease shall be varied as follows:

- 1.1 This Lease shall reserve the Annual Rent instead of, and not in addition to, the Existing Lease Annual Rent.
- 1.2 The Annual Rent shall be payable from 1 October 2021 by the same instalments and on the same dates as the Existing Lease Annual Rent would have been payable.
- 1.3 All of the provisions in the Existing Lease relating to the Existing Lease Annual Rent shall be read and construed as referring to the Annual Rent instead.

2. SUBSTITUTION OF THE CONTRACTUAL TERM

For the purposes of this Lease only, the provisions of the Existing Lease shall be varied as follows:

- 2.1 The Existing Lease Contractual Term shall be deleted and replaced by the Contractual Term.
- 2.2 All of the provisions in the Existing Lease relating to the Existing Lease Contractual Term shall be read and construed as referring to the Contractual Term instead.

3. SUBSTITUTION OF THE REVIEW DATES

For the purposes of this Lease only, the provisions of the Existing Lease shall be varied as follows:

- 3.1 The Existing Lease Review Dates shall be deleted and replaced by the Review Dates.

4. AMENDMENT OF CLAUSES

For the purposes of this Lease only, the provisions of the Existing Lease shall be varied as follows:

- 4.1 The word "yellow" in clause 1.5.2 of the Existing Lease shall be replaced with the word "Blue".
- 4.2 Any reference to the "Plan" in the Existing Lease shall instead be read as reference to the Plan annexed to this lease.
- 4.3 The words "consumption or" shall be removed from clause 4.15.1 of the Existing Lease.
- 4.4 The word "western" in clause 4.15.2 of the Existing Lease shall be replaced with the word "eastern".
- 4.5 The words "through the Leisure Centre" shall be removed from clause 4.15.2 of the Existing Lease.

5. REPLACEMENT OF CLAUSE

- 5.1 For the purposes of this Lease only, the provisions of the Existing Lease shall be varied as follows:

5.2 Clause 7 (Rent Review) of the Existing Lease shall be deleted and replaced by the following clause:

7. REVIEW OF THE ANNUAL RENT

7.1 The following definitions shall apply in relation to this Rent Review clause 7:

Base CPI Month	October 2021.
Base Rent	rent of £1125 per annum.
Interest Rate	the base rate from time to time of Barclays Bank Plc, or if that base rate stops being used or published then at a comparable commercial rate reasonably determined by the Landlord.
CPI	the Consumer Prices Index (CPI) or any official index replacing it.
Rent Payment Date	1 October each year.
Shortfall Payment Date	the date which is ten working days from and including the date that the revised Annual Rent is calculated by the Landlord and notified to the Tenant.

7.2 In this clause, the President is the President for the time being of the Royal Institution of Chartered Surveyors or a person acting on his behalf (**President**), and the Surveyor is the independent valuer appointed pursuant to clause 7.11 (**Surveyor**).

7.3 The Annual Rent shall be reviewed on each Review Date to equal the Annual Rent payable immediately before that Review Date (or which would then be payable but for any abatement or suspension of the Annual Rent or restriction on the right to collect it) or, if greater, the indexed rent determined pursuant to this clause.

7.4 The indexed rent for a Review Date shall be determined by multiplying the Base Rent by the All Items index value of the CPI for the month two months before the month in which that Review Date falls, then dividing the product by the All Items index value of the CPI for the Base CPI Month.

7.5 The Landlord shall calculate the indexed rent as soon as reasonably practicable and shall give the Tenant written notice of the indexed rent as soon as it has been calculated.

7.6 If the revised Annual Rent has not been calculated by the Landlord and notified to the Tenant on or before the relevant Review Date, the Tenant shall:

7.6.1 continue to pay the Annual Rent at the rate payable immediately before that Review Date; and

7.6.2 on or before the Shortfall Payment Date, pay:

- (a) the shortfall (if any) between the amount of Annual Rent that the Tenant has paid for the period from and including that Review Date and the amount of Annual Rent for that period that would have been payable had the revised Annual Rent been calculated by the Landlord and notified to the Tenant on or before that Review Date; and

- (b) interest at the Interest Rate on that shortfall. That interest shall be calculated on a daily basis by reference to the Rent Payment Dates on which parts of the shortfall would have been payable if the revised Annual Rent had been calculated by the Landlord and notified to the Tenant on or before that Review Date and the Shortfall Payment Date.

7.7 Time shall not be of the essence for the purposes of this clause.

7.8 Subject to clause 7.9, if there is any change to the methods used to compile the CPI, including any change to the items from which the All Items index of the CPI is compiled, or if the reference base used to compile the CPI changes, the calculation of the indexed rent shall be made taking into account the effect of this change.

7.9 The Landlord and the Tenant shall endeavour, within a reasonable time, to agree an alternative mechanism for setting the Annual Rent if either:

7.9.1 the Landlord or the Tenant reasonably believes that any change referred to in clause 7.8 would fundamentally alter the calculation of the indexed rent in accordance with this clause 7, and has given notice to the other party of this belief; or

7.9.2 it becomes impossible or impracticable to calculate the indexed rent in accordance with this clause 7.

This alternative mechanism may (where reasonable) include, or consist of, substituting an alternative index for the CPI. In default of agreement between the Landlord and the Tenant on an alternative mechanism for setting the Annual Rent, the Surveyor shall determine an alternative mechanism.

7.10 The Surveyor shall determine a question, dispute or disagreement that arises between the parties in the following circumstances:

7.10.1 where any question or dispute arises between the parties as to the amount of the Annual Rent payable or as to the interpretation, application or effect of any part of this clause 7; or

7.10.2 where the Landlord and the Tenant fail to reach agreement under clause 7.9.

The Surveyor shall have full power to determine the question, dispute or disagreement, and shall have power to determine any issue involving the interpretation of any provision of this Lease, his jurisdiction to determine the question, dispute or disagreement referred to him or his terms of reference. When determining such a question, dispute or disagreement, the Surveyor may, if he considers it appropriate, specify that an alternative mechanism for setting the Annual Rent should apply to this Lease, and this includes (but is not limited to) substituting an alternative index for the CPI.

7.11 The Surveyor shall be an independent valuer who is a Member or Fellow of the Royal Institution of Chartered Surveyors. The Landlord and the Tenant may, by agreement, appoint the Surveyor at any time before either of them applies to the President for the Surveyor to be appointed.

7.12 The Surveyor shall act as an expert and not as an arbitrator. The Surveyor's decision shall be given in writing. The Surveyor's written decision on the matters referred to him shall be final and binding in the absence of manifest error or fraud.

7.13 The Surveyor shall give the Landlord and the Tenant an opportunity to make written representations to the Surveyor and to make written counter-representations commenting on the representations of the other party to the Surveyor. The parties will provide (or procure that others provide) the Surveyor with such assistance and documents as the Surveyor reasonably requires for the purpose of reaching a decision.

7.14 Either the Landlord or the Tenant may apply to the President to discharge the Surveyor if the Surveyor:

7.14.1 dies;

7.14.2 becomes unwilling or incapable of acting; or

7.14.3 unreasonably delays in making any determination.

Clause 7.11 shall then apply in relation to the appointment of a replacement.

7.15 The fees and expenses of the Surveyor and the cost of the Surveyor's appointment and any counsel's fees, or other fees, reasonably incurred by the Surveyor shall be payable by the Landlord and the Tenant in the proportions that the Surveyor directs (or if the Surveyor makes no direction, then equally). [If the Tenant does not pay its part of the Surveyor's fees and expenses within ten working days after demand by the Surveyor, the Landlord may pay that part and the amount it pays shall be a debt of the Tenant due and payable on demand to the Landlord. The Landlord and the Tenant shall otherwise each bear their own costs in connection with the rent review.

Executed as a Deed by the Landlord as authorised by a Resolution of the Landlord, acting by two Members of the Landlord, in the presence of:



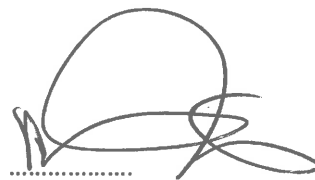
[SIGNATURE OF WITNESS]

NAME KEVIN WRIGHT

ADDRESS 22 PARSONAGE ROAD

HENFIELD, BNS 95G

OCCUPATION PARISH CLERK



[SIGNATURE OF MEMBER]



[SIGNATURE OF MEMBER]

Signed as a deed by RICHARD DIGBY STEPHENSON as a trustee for and on behalf of Henfield Tennis Club, in the presence of:



[SIGNATURE OF WITNESS]

NAME TRAVEL HODGSON

ADDRESS THE MEADS, CHURCH ST

HENFIELD BNS 9NT

OCCUPATION RETIRED



Richard Digby Stephenson

Signed as a deed by PATRICIA HEMSWORTH as a trustee for and on behalf of Henfield Tennis Club, in the presence of:



[SIGNATURE OF WITNESS]

NAME JENNIFER WARRENNE ANNIS

ADDRESS TANNERY BARN, CHURCH STREET

HENFIELD, BNS 9NT

OCCUPATION RETIRED



Patricia Hemsworth

Patricia Mary
Hemsworth

APPENDIX A
Copy of the Existing Lease

LR1. Date of lease

LR2. Title number(s)

LR2.1 Landlord's title number(s)

WSX 296583

LR2.2 Other title numbers

LR3. Parties to this lease

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

Tenant **Patricia Mary Hemsworth of Tannery End, Church Street, Henfield
BN5 9NT and Gillian Ann Mastrangelo of 17 Downsview, Small Dole,
West Sussex BN5 9YB of the Trustees of Henfield Tennis Club**

Other parties

None

LR4. Property

**Ground at Kings Field 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 9

***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.***

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

None

LR6. Term for which the Property is leased

From and including
To and including

1st October 2008
30th September 2029

LR7. Premium

None

LR8. Prohibitions or restrictions on disposing of this lease

None

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

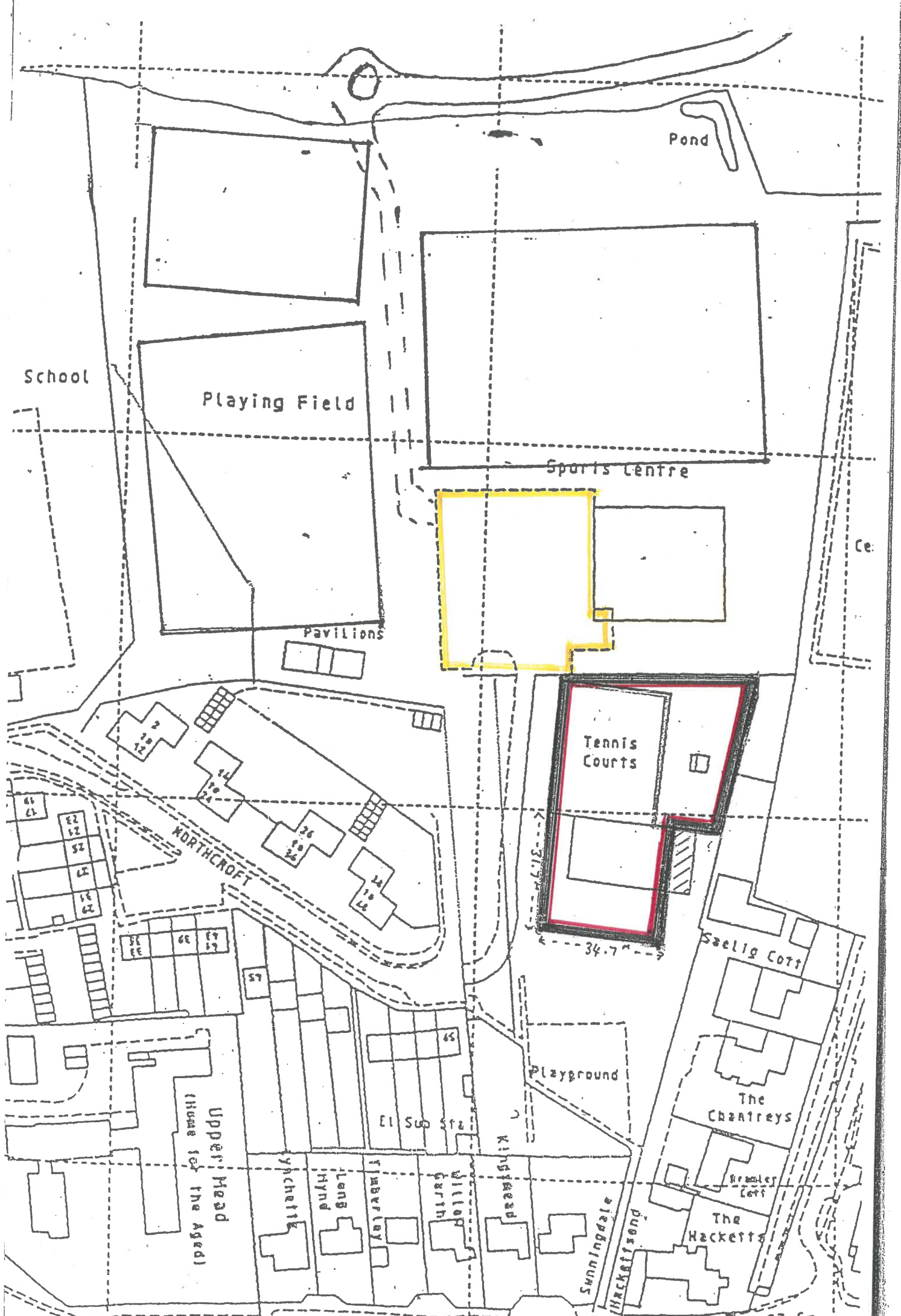
LR14. Declaration of trust where there is more than one person comprising the Tenant

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

THIS LEASE delivered as a Deed on the 1st day of October 2008 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	Patricia Mary HEMSWORTH of Tannery End, Church Street, Henfield BN5 9NT and Gillian Ann MASTRANGELO of 17 Downsview, Small Dole West Sussex BN5 9YB
The Club	means Henfield Tennis Club of which the Tenants are the Trustees
The Premises	means the area of ground at Kings Field Henfield as the same is shown for the purpose of identification only edged red on the Plan annexed hereto
The Rent	The yearly V.A.T. exclusive rent shall be until the first Review Date the rent of £850.00 p.a. and during each successive Review Period a rent equal to the rent previously payable hereunder or the revised rent as may be ascertained under Clause 7 whichever is the greater
The Rent Commencement Date	1 st October 2008
The Term	21 years from and including 1 st October 2008
The Permitted Use	The normal activities of a Tennis Club and ancillary Purposes
The Review Dates	1 st October 2013 1 st October 2018 1 st October 2023
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



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 to pass on foot only over the adjoining premises 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 park on the car park shown edged yellow (**"the Car Park"**) subject to the Tenant paying a proper proportion of the costs of repairing and maintaining the Car Park but limited to a maximum of 3% of the total cost then applying.
 - 1.5.3 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 "**the Review Period**" means the period commencing on a Review Date and ending on the day immediately preceding the next Review Date or commencing on the last Review Date and ending at the end of the Term
- 1.9 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
- 1.10 The expression "**Term**" includes any continuation of the Term whether statutory or otherwise
- 1.11 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
- 1.12 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall be deemed to be incorporated
- 1.13 The headings shall not affect the interpretation of this Lease

LANDLORD AND TENANTS

- 2.1 The land hereby leased is held by the Landlord in trust for the Kings Field Charity, a non-exempt Charity, and this Lease is not one falling within paragraph (a) (b) or (c) of Section 36 (a) of the Charities Act 1993 so that the restrictions and dispositions imposed by Section 36 of that Act apply to the land
- 2.2 The Tenants are the present Trustees 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 October in each year the first of such instalments 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 To maintain and keep the Premises and all additions and improvements and all Landlord's fixtures and fittings of whatsoever nature and all appurtenances forming part of the Premises in good and tenantable repair

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

Yielding up

4.5 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 removeable by the Tenant) in or upon the Premises

Statutory requirements

4.6 At all times during the Term to observe and comply in all respects with all and any provision requirement and direction of or under The Factories Act 1961 the Public Health Act 1936 the Offices Shops and Railway Premises Act 1963 the Clean Air Act 1956 the Planning Acts the Health and Safety at Work Act 1974 the Environmental Protection Act 1990 or any other Enactment so far as they or 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

- 4.7 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

- 4.8 In relation to the Planning Acts:-
- 4.8.1 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
- 4.8.2 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
- 4.8.3 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

- 4.8.4 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
- 4.8.5 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
- 4.8.6 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

- 4.9 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

- 4.10 To repair and make good all breaches of covenant defects and wants of repair for which the Tenant may be liable under his 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

- 4.11 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

- 4.12 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

- 4.13 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

- 4.14 Not without the previous consent in writing of the Landlord such consent not to be unreasonably withheld 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

- 4.15.1 Not to use or permit to be used the Premises except for the Permitted User 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
- 4.15.2 To erect and maintain a sign on the western gateway of the Premises a sign indicating that the Tennis Courts are available for hire to the public through the Leisure Centre

- 4.15.3 To allow the courts to be available to the public for a minimum of 70% of the times the courts are in use

No nuisance

- 4.16 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 lessées 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

- 4.17 Not to assign underlet charge or part with possession the whole of the Premises or any part thereof

No refuse

- 4.18 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

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 his 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 Trustee or Trustees in place of the Tenant to permit automatically without licence the assignment of the Lease to such new Trustee or Trustees **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 Trustees so replaced will be released from all or any liabilities or obligations under the terms of this Lease

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 covenant on the Tenant's part contained in this Lease shall not be performed or observed 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

No Agreement for Lease

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

7. RENT REVIEW

- 7.1 The revised rent for any Review Period may be agreed at any time between the Landlord and the Tenant or (in the absence of agreement) determined not earlier than the relevant Review Date by at the discretion of the Landlord:-
- 7.2 an independent expert valuer appointed in the absence of agreement between the parties by or on behalf of the President for the time being of the

Royal Institution of Chartered Surveyors on the application of the Landlord or the Tenant made not earlier than six months before the relevant Review Date who shall:-

- 7.2.1 not be an arbitrator;
- 7.2.2 be a Chartered Surveyor who shall not have not less than five years experience in valuing and letting properties similar to the Premises in the area within which they are situate and shall be a Partner in a reputable firm of Surveyors;
- 7.2.3 shall afford to each of the parties hereto or their representatives an opportunity to make representations to him within one month of his appointment but shall not be entitled to take into account any correspondence or documentation expressed to be written without prejudice; and
- 7.2.4 whose decision as to the costs of the reference and determination shall be final and binding on the parties and failing such award shall be borne by the parties in equal shares;

OR

- 7.3 by an arbitrator such arbitrator to be nominated in the absence of agreement by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors on the application of the Landlord or the Tenant made not earlier than six months before the relevant Review Date in the case of such arbitration the revised rent to be awarded by the arbitrator shall be such as he shall decide is 30% of the yearly rent at which the Premises might reasonably be expected to be let at the relevant Review Date

Assumptions

- 7.4 On the following assumptions at that date:-
 - 7.4.1 That the Premises:-
 - 7.4.1.1 are available to let on the open market without a fine or premium with vacant possession by a willing landlord to a willing tenant for a term of five years or the residue then unexpired of the term of this Lease (whichever be the longer);
 - 7.4.1.2 are to be let as a whole subject to the terms of this Lease (other than the amount of the rent hereby reserved and the rent free period) but including the provisions for review of that rent);

- 7.4.1.3 are fit and available for immediate occupation;
- 7.4.1.4 may be used for any of the purposes permitted by this Lease as varied or extended by any licence granted pursuant thereto;
- 7.4.2 That the covenants herein contained on the part of the Tenant have been fully performed and observed;
- 7.4.3 That no work has been carried out to the Premises which has diminished the rental value;
- 7.4.4 That no reduction is to be made to take account of any rental or other concession which on a new letting with vacant possession might be granted to the incoming tenant for a period within which its fitting out works would take place

Disregards

- 7.5 But disregarding:-
 - 7.5.1 any effect on rent of the fact that the Tenant its sub-tenants or their respective predecessors in title have been in occupation of the Premises;
 - 7.5.2 any goodwill attached to the Premises by reason of the carrying on thereat of the business of the Tenant its sub-tenants or their predecessors in title in their respective businesses; and
 - 7.5.3 any increase in rental value of the Premises attributable to the existence at the relevant Review Date of any improvement to the Premises or any part thereof carried out with consent where required otherwise than in pursuance of an obligation to the Landlord or its predecessors in title except obligations requiring compliance with statutes or directions of local authorities or other bodies exercising powers under statute of Royal Charter by the Tenant its sub-tenants or their respective predecessors in title during the said term or during any period of occupation prior thereto arising out of an agreement to grant such term

Arbitration

7.6 IT IS HEREBY FURTHER PROVIDED in relation to the ascertainment and payment of revised rent as follows:-

- 7.6.1** The arbitration shall be conducted in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force with the further provision that if the arbitrator nominated pursuant to sub-clause 7.3 of this clause shall die or decline to act the President for the time being of the Royal Institution of Chartered Surveyors or the persons acting on his behalf may on the application of either the Landlord or the Tenant by writing discharge the arbitrator and appoint another in his place
- 7.6.2** When the amount of any rent to be ascertained as hereinbefore provided shall have been so ascertained memoranda thereof shall thereupon be signed by or on behalf of the Landlord and the Tenant and annexed to this Lease and the counterpart thereof and the Landlord and the Tenant shall bear their own costs in respect thereof
- 7.6.3.1** If the revised rent payable on and from any Review Date has not been agreed by that Review Date rent shall continue to be payable at the rate previously payable and forthwith upon the revised rent being ascertained the Tenant shall pay to the Landlord any shortfall between the rent and the revised rent payable up to and on the preceding quarter day together with interest on any shortfall at the seven day deposit rate of Barclays Bank plc such interest to be calculated on the day to day basis from the relevant Review Date on which it would have been payable if the revised rent had then been ascertained to the date of actual payment of any shortfall and the interest so payable shall be recoverable in the same manner as rent in arrear or as the case may be as a debt
- 7.6.3.2** For the purpose of this proviso the revised rent shall be deemed to have been ascertained on the date when the same has been agreed between the Landlord and the Tenant or as the case may be the date of the award of the arbitrator or independent expert valuer as the case may be

- 7.6.4 If either the Landlord or the Tenant shall fail to pay any costs awarded against it in an arbitration or a determination under the provisions hereof within twenty one days of the same being demanded by the arbitrator or independent expert valuer as the case may be the other shall be entitled to pay the same and the amount so paid shall be repaid by the party chargeable on demand

TRUSTEES LIABILITY

- 8.1 The liability of the Trustees in respect of the covenants in Clause 4 and in respect of any breach of such covenants shall be joint only and not several
- 8.2 Save to the extent that the Trustees are effectively indemnified by any insurance effected pursuant to Clause 4.4 the liability of the Trustees 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 any of the Trustees or against any assets for the time being vested in the Trustees which are not assets of the Club

9. LANDLORD'S STATEMENT


The Landlord certifies that they have power under its Trusts to effect this disposition and that they have complied with the provisions of the said Section 36 so far as applicable to this disposition

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

SIGNED AS A DEED BY
THE TRUSTEES OF HENFIELD
TENNIS CLUB

) G. A. Mastrangelo
) P. D. Hensworth

in the presence of:

 A.G. BERESFORD

REEVE HOUSE BURGINT.

APPENDIX B
Plan

Pavilions

NORTH CROFT

**Kingslea
House**

**Saelig
Cottage**

The Chantreys

4

/ E

The

4045

Sobell Court

Upper Mead

Lynchette

Mynd

Timbende

Garth

Kingsmead

Sunninodale

keftend

Primrose
Comer

Apple Tree

Hockey

Duffies

UPPER STATION ROAD

Bond

Hightrees

11

Strada

1. *Journal of the American Medical Association*, 2000; 283: 2686-2692.

Brettor

Measurements scaled from this plan may not match measurements between the same