

DATED 26 July 2002

THE PARISH COUNCIL OF COMPTON & SHAWFORD (1)

TRUSTEES OF THE COMPTON AND SHAWFORD LAWN TENNIS CLUB (2)

LEASE

of

Two tennis courts at the Memorial Playing Fields

Compton near Winchester Hampshire

**White & Bowker
19 St Peter Street
Winchester
Hampshire
S023 8BU**

Ref: OHS/1580/12 (Final)

THIS LEASE is made the .. day of2002 BETWEEN (1) THE PARISH COUNCIL OF COMPTON & SHAWFORD c/o [REDACTED] [REDACTED] ('the Landlord') and (2)(Personal Names of the Trustees).....('the Tenant')

NOW THIS DEEDS WITNESSES as follows:

1 Definitions and interpretation

In this lease:

- 1.1 'the Premises' means the premises described in the First Schedule
- 1.2 'the Term' means 21 years from and including the date of this lease
- 1.3 'the Landlord' includes the successors in title of the Landlord to the Premises and any other person who is at any time entitled to the reversion immediately expectant on the Term
- 1.4 'the Tenant' includes the Tenant's successors in title
- 1.5 'the Club' means The Compton and Shawford Lawn Tennis Club of Memorial Playing Field Shepherds Lane Compton Winchester Hampshire
- 1.6 'the Trustees' means the persons named as the Tenant
- 1.7 'the Rent' means the Initial Rent and Interim Rent and rent ascertained in accordance with the Third Schedule
- 1.8 words importing one gender shall be construed as importing any other gender
- 1.9 words importing the singular shall be construed as importing the plural and vice versa
- 1.10 references to persons shall include unincorporated associations
- 1.11 the clause headings do not form part of this Lease and shall not be taken into account in its construction or interpretation
- 1.12 any undertaking by the Tenant not to do an act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done by another person

2. Recital

The Trustees are the present trustees of the Club and are duly authorised in accordance with the rules of the Club to enter into this Lease

3 Demise

The landlord demises to the Tenant the Premises to hold the Premises to the Tenant for the Term SUBJECT TO all rights privileges restrictions covenants and stipulations of whatever nature affecting the Premises but with the BENEFIT of those rights set out in the Second Schedule yielding and paying to the landlord

The Rent payable without any deduction by yearly payments in advance on the signing hereof and then on the anniversary of this lease in every year and proportionately for any period of less than a year

- 3.1 For the first year of the said Term the yearly rent of £159.13 ONE HUNDRED AND FIFTY NINE POUNDS AND THIRTEEN PENCE("the Initial Rent")
- 3.2 For the second year of the said Term and for each successive year thereafter up to and including 27th February 2017 such rent as shall have previously been payable hereunder or such revised rent as may be ascertained in accordance with the Third Schedule hereto whichever is the greater
- 3.3 For the year from and including 28th February 2017 the yearly rent of £434.00 FOUR HUNDRED AND THIRTY FOUR POUNDS or such rent as shall have previously been payable hereunder whichever is the greater ("the Interim Rent")
- 3.4 For the following year of the said Term and for each successive year thereafter such rent as shall have been previously payable hereunder or such revised rent as may be ascertained in accordance with the Third Schedule hereto whichever is the greater

4 Tenant's Covenants

The Tenant covenants with the landlord to observe and perform the requirements of this clause

4.1 Rent

to pay the Rent in accordance with clause 3 of this Lease

4.2 Value added tax

to pay and indemnify the landlord against VAT (or any tax of a similar nature that may be substituted for it or levied in addition to it) chargeable in respect of the Rent or any other payment made by the Tenant under any of the terms of or in connection with this lease or in respect of any payment made by the landlord where the Tenant agrees in this lease to reimburse the landlord for such payment

4.3 Outgoings

to pay and indemnify the landlord against all rates taxes assessments duties. charges impositions and outgoings of an annual or other periodically recurring nature which are now or during the Term shall be charged assessed or imposed upon the Premises or upon the owner or occupier of them

4.4 Repair and cleaning

- 4.4.1 to keep in good and proper repair and condition the Premises and the fences and gates in and around the Premises and to keep the gates always locked when the Premises are not in use
- 4.4.2 to keep the Premises and the area of land forming a 2 metre wide perimeter surrounding the Premises clean and tidy and free from deposits and waste rubbish or refuse

4.5 User

- 4.5.1 not to carry on any trade or business whatsoever on or from the Premises or use the Premises for any illegal or immoral purpose but to use the Premises purely for the private purposes of the Club and. not for any purpose other than as courts for the playing of tennis only

4.6 Indemnity and insurance

- 4.6.1 to be answerable for and indemnify the Landlord against all actions costs claims 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
- 4.6.2 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 4.6.1 of this Lease
- 4.6.3 to produce to the Landlord on demand every policy of such insurance and the receipt for the then current year's premium

4.7 prohibitions

- 4.7.1 not to erect any building on the Premises or to carry out any development (as such term is defined in the Town and Country Planning Act 1990 Section 55) on the Premises save that this shall not prevent the Tenant from making a new access into the Premises once the new pavilion is constructed subject to the Landlord's previous consent in writing (such consent not be unreasonably withheld)
- 4.7.2 not to cause any nuisance annoyance or disturbance to the Landlord or to any neighbouring owners or occupiers of any adjoining properties

4.7.3 not to assign underlet or part with the possession or occupation of the Premises or any part of the Premises except for the purpose of vesting the Term hereby created in the Trustees of the Club

4.7.4 Not without the Landlord's previous written consent (which shall not be unreasonably withheld) to charge the Premises or any part of the Premises

4.7.5 not to do on or in relation to the Premises any act or thing by reason of which the Landlord may under any statute have imposed on it or become liable to pay any penalty damages compensation costs charges or expenses

4.7.6 Not to use the Premises between the hours of 10.00 p.m. and 9.00 a.m. without the Landlord's previous written consent (such consent not to be unreasonably withheld)

4.7.7 Not without the Landlord's previous written consent to display any sign or advertisement on the Premises or any part thereof or otherwise affect alter or modify the external appearance of the Premises or any part therefore and not to alter the Premises without the Landlord's prior written consent (such consent not to be unreasonably withheld)

4.8 Entry by Landlord'

to allow the Landlord and all persons authorised by the Landlord upon giving one week's notice in writing 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 purpose

4.9 Expiry of Lease

to deliver up the Premises on the determination of the Term in a condition consistent with the foregoing provisions

4.10 Encroachments

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

4.11 Club Members

To ensure that all members of the Club are members of the Compton and Shawford Sports Club

4.12 Landlord's costs

to pay the reasonable costs fees and disbursements of the Landlord's solicitors in the amount of Seven Hundred Pounds (£700) in relation to the preparation and completion of this Lease

4.13 Interest

if the tenant shall fail to pay the Rent or any other sum due under this Lease within 28 days of the date due whether formally demanded or not the Tenant shall pay to the Landlord interest on the Rent or other sum from the date when it became due to the date on which it is paid whether before or after any judgment at the rate of 4% per year above the base lending rate of Lloyds TSB Bank Plc.

5 Landlord's obligations

The Landlord agrees with the Tenant to permit the Tenant peaceably and quietly to hold and enjoy the Premises without any interruption or disturbance from or by the landlord or any person claiming under or in trust for the Landlord

6 Provisos

6.1.1 Re-entry

If and whenever during the Term:

6.1.1.1 the Rent (or any part of it) under this lease is outstanding for six calendar months after becoming due whether formally demanded or not or

6.1.1.2 there is a breach by the Tenant of any covenant or other term of this Lease or any document supplemental to this Lease then this Lease will absolutely cease but without prejudice to any rights or remedies which may have accrued to the Landlord against the Tenant or to the Tenant against the Landlord in respect of any breach of covenant or other terms of this lease (including the breach in respect of which the re-entry is made)

6.1.2 In the event of failure by the Tenant to keep the Premises in a good state of repair and condition then it shall be lawful for the Landlord at any time thereafter to give to the Tenant six month's notice of termination of this lease and at the expiration of such notice to re-enter upon the Premises or any part thereof in the name of the whole and thereupon this Lease shall absolutely determine but without prejudice to the right of action of the landlord in respect of any breach of the Tenant's covenants herein contained prior to the date of termination

6.1.3 In the event of the insolvency of the Club the Tenant may at any time thereafter give notice to determine this Lease and thereupon the same and everything herein contained shall cease and be void as from the date upon which such notice is given but without prejudice to the right of action of the Landlord in respect of any breach of the Tenant's covenants prior to the date of termination

6.2 Compensation on vacating

Any statutory right of the tenant to claim compensation from the Landlord on vacating the Premises shall be excluded to the extent that the law allows

6.3 Notices

All notices served by either party pursuant to the provisions of this Lease shall be in writing and shall be sufficiently served if delivered by hand or sent by recorded delivery to the address of the Landlord specified in this Lease in the case of a notice to the Landlord and to the secretary of the Club at the address of the Club specified in this Lease in the case of a notice to the Tenant or to such other address as either party shall advise in writing to the other party

6.4 Limitation of liability of Trustees

6.4.1 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

6.4.2 Save to the extent that the Trustees are effectively indemnified by any insurance effected pursuant to clause 4.6.2 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 agreement 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

6.5 It is hereby certified that there is no agreement for lease to which this Lease gives effect and that this is a new lease within the meaning of the Landlord & Tenant (Covenants) Act 1995

IN WITNESS whereof the Chairman and the Clerk of the Landlord have executed this Lease for and on behalf of the Compton and Shawford Parish Council and the Trustees have executed the counterpart Lease as a Deed the and year first written above

FIRST SCHEDULE The Premises

The two tennis courts situate at the Memorial Playing Fields Compton near Winchester Hampshire shown edged red on the plan attached hereto ("the Plan")

SECOND SCHEDULE

Rights Granted

1. A right of way on foot only over the land providing access between the Premises and the land coloured brown on the Plan for obtaining access to the Premises for the purpose of use as tennis courts
2. The right to park motor cars for such purpose in such places as the Landlord may designate from time to time (subject to availability of spaces)

THIRD SCHEDULE

1. "The Index" shall mean the All Items Retail Prices Index published by the Office for National Statistics or such other index as may from time to time be published in substitution therefore
2. "the sum payable" shall mean the Initial Rent or the Interim Rent as appropriate together with such additional sum as shall bear the same proportion to the Initial Rent or the Interim Rent as appropriate as shall be borne by any increase in the Index to the figure shown therein on 28 February 2002 in accordance with and subject to the provisions hereinafter appearing
3. The sum payable shall be recalculated for each year of the Term using the figure shown in the Index for the first month of the Term to calculate the increase referred to in sub-clause (2) above
4. In the event of any change after the date hereof in the reference base used to compile the Index the figure taken to be shown in the Index after such change shall be the figure which would have been shown in the Index if the reference base current at the date hereof had been retained
5. If it becomes impossible by reason of any change after the date hereof in the methods used to compile the Index or for any other reason whatsoever to calculate the additional sum by reference to the Index or if any dispute or question whatsoever shall arise between the parties with respect to the amount of the additional sum or with respect to the construction or effect of the provision of this Schedule the determination of the additional sum or other matter in difference shall be determined by an arbitrator to be appointed either by agreement between the parties or in default of agreement by the President for the time being of the Royal Institution of Chartered Surveyors or his duly appointed deputy or any person authorised by him to make appointments on his behalf this being deemed to be a submission to arbitration within the meaning of the Arbitration Acts 1996 or any statutory modification or reenactment thereof for the time being in force who shall have full power to determine on such dates as he shall deem apposite what would have been the increase in the Index had it continued on the basis and in view of the information assumed to be available for the operation of this Schedule or (if that determination shall also be impossible) shall determine a reasonable sum for the Premises on the said dates having regard to the purposes and intent of this Schedule
6. The landlord shall give written notice to the Tenant of any additional sum becoming due under the provision of this Schedule as soon as possible after the same shall have been determined and the Tenant shall pay to the landlord immediately any shortfall between the sum previously payable and the sum so determined for the period from the date of the commencement of that year of this lease to the date of determination

The Chairman and the Clerk of)
THE PARISH COUNCIL OF)
COMPTON AND SHAWFORD)

In the presence of:)
.....
.....

Chairman

Clerk

Dated 24 September 2004

The Parish Council of Compton & Shawford
and
The Trustees of The Compton and Shawford Lawn Tennis Club

Supplemental Lease

White & Bowker
19 St Peter Street
Winchester
Hampshire
B2 SO23 8BU

Tel : 01962 844440
Fax : 01962 842300

Ref: JRS/amh/1580/14

THIS DEED is made the day of 200

BETWEEN

- (1) **THE PARISH COUNCIL OF COMPTON & SHAWFORD** care of [REDACTED] [REDACTED] (“the Landlord”) and
- (2) **KAREN JULIA MURRAY** of [REDACTED] [REDACTED] **ROSALIND JEAN PUGH** of [REDACTED] [REDACTED] **RUTH MARY SPENCER** of [REDACTED] [REDACTED] **AR and IAN ROBERT GLENDAY** of [REDACTED] [REDACTED] being the **TRUSTEES OF THE COMPTON AND SHAWFORD LAWN TENNIS CLUB** (“the Tenant”)

RECITAL

This Lease is supplemental to a Lease dated 26th July 2002 made between the Landlord of the first part and the Tenant of the other part (“the Main Lease”)

NOW THIS DEED WITNESSES as follows:-

1. Definitions and interpretation

For all purposes in this Lease the terms defined in the Main Lease shall have the same meaning in this Lease save that:-

“the Premises” shall mean the land situated at the Memorial Playing Fields Compton Near Winchester Hampshire shown edged in red on the plan annexed hereto (“the Plan”); and

“the Term” shall mean 21 years from 26th July 2002

“the Rent” shall mean the Initial Rent and sum payable in accordance with the Schedule to this Lease

2. Demise

The Landlord demises to the Tenant the Premises (on which is intended to construct an additional tennis court) (“the Premises”) **TO HOLD** the Premises to the Tenant for the Term **SUBJECT TO** all rights and privileges restrictions covenants and stipulations affecting the Premises as set out in the Main Lease **YIELDING AND PAYING** to the Landlord the rent specified in the schedule to this Lease such rent to be payable without any deduction by yearly payments in advance on 26th July in each year and proportionately for any period of less than a year.

3. Terms of this Lease

Except as to the Premises demised and the Rent reserved this Lease is made upon the same terms and subject to the same covenants provisos and conditions as are contained in the Main Lease as if they were set out in this Lease in full with such modifications only as are necessary to make them applicable to the present Demise

4. The Rent

The Landlord and the Tenant agree that the rent in respect of the Premises comprised in this Lease and the Premises comprised in the Main Lease shall henceforth be the rent specified in the schedule to this Lease and such combined rent shall be in substitution for the rent specified in clause 3 and the Third Schedule to the Main Lease.

5. Covenants

5.1 The Tenant's covenants

The Tenant covenants with the Landlord to observe and perform all the covenants and conditions on his part contained in the Main Lease as if they were set out in this Lease in full with such modification as are necessary to make them applicable to the present Demise.

5.2 The Landlords Covenants

The Landlord covenants with the Tenant to observe and perform all the covenants and conditions on its part contained in the Main Lease as if they were set out in this Lease in full with such modifications as are necessary to make them applicable to the present Demise.

5.3 The Construction of the New Tennis Court

The Landlord and the Tenant agree that the Tenant is responsible for the construction of the new tennis court on the Premises in accordance with the details of construction previously approved in writing by the Landlord

6. New Lease

This Lease is a new tenancy for the purposes of the Landlord & Tenant (Covenants) Act 1995

7. Agreement for Lease

This Lease is not executed pursuant to an agreement for lease

IN WITNESS whereof the parties have executed this Lease the day and year first before written

The Schedule

1. "The Index" shall mean the All Items Retail Prices Index published by the Office for National Statistics or such other index as may from time to time be published in substitution therefor
2. The "Initial Rent" shall mean the sum of Six hundred and fifty pounds (£650)
3. "the sum payable" shall mean the Initial Rent together with such additional sum as shall bear the same proportion to the Initial Rent as shall be borne by any increase in the Index to the figure shown therein for the first month of the Term in accordance with and subject to the provisions hereinafter appearing
4. The sum payable shall be recalculated for each year of the Term using the figure shown in the Index for the first month of the Term to calculate the increase referred to in sub-clause 3 above
5. In the event of any change after the date hereof in the reference base used to compile the Index the figure taken to be shown in the Index after such change shall be the figure which would have been shown in the Index if the reference base current at the date hereof had been retained
6. If it becomes impossible by reason of any change after the date hereof in the methods used to compile the Index or for any other reason whatsoever to calculate the additional sum by reference to the Index or if any dispute or question whatsoever shall arise between the parties with respect to the amount of the additional sum or with respect to the construction or effect of the provision of this Schedule the determination of the additional sum or other matter in difference shall be determined by an arbitrator to be appointed either by agreement between the parties or in default of agreement by the President for the time being of the Royal Institution of Chartered Surveyors or his duly appointed deputy or any person authorised by him to make appointments on his behalf this being deemed to be a submission to arbitration within the meaning of the Arbitration Acts 1996 or any statutory modification or re-enactment thereof for the time being in force who shall have full power to determine on such dates as he shall deem apposite what would have been the increase in the Index had it continued on the basis and in view of the information assumed to be available for the operation of this Schedule or (if that determination shall also be impossible) shall determine a reasonable sum for the Premises on the said dates having regard to the purposes and intent of this Schedule
7. The Landlord shall give written notice to the Tenant of any additional sum becoming due under the provision of this Schedule as soon as possible after the same shall have been determined and the Tenant shall pay to the Landlord immediately any shortfall between the sum previously payable and the sum so determined for the period from the date of the commencement of that year of this Lease to the date of determination

SIGNED as a Deed by
**THE CHAIRMAN AND
THE CLERK OF
THE COMPTON & SHAWFORD
PARISH COUNCIL**

for an on behalf of
The Compton & Shawford
Parish Council
in the presence:-

SIGNED as a Deed by
ROSALIND JEAN PUGH
in the presence of:-

John Richardson

SIGNED as a Deed by
KAREN JULIA MURRAY
in the presence of:-

John Richardson

SIGNED as a Deed by
RUTH MARY SPENCER
in the presence of:-

John Richardson

SIGNED as a Deed by
IAN ROBERT GLEN DAY
in the presence of:-

John Richardson

Dated 1st June 2010

The Parish Council of Compton and Shawford

And

The Trustees of The Compton and Shawford Lawn Tennis Club

Supplemental Lease Variation Deed

THIS DEED OF VARIATION is made the 1st day of June 2010

BETWEEN

(1) **THE PARISH COUNCIL OF COMPTON AND SHAWFORD** of PO BOX 565 Winchester Hampshire SO23 3HG ("the Landlord") and

(2) **ROSALIND JEAN PUGH** of [REDACTED] and **JAMES ALASTAIR BARTLEY MARSHALL** of [REDACTED] and **PAUL STEPHAN GRAINGER** of [REDACTED] and **CHRISTOPHER MARK JENKINS** of [REDACTED] being the current **TRUSTEES OF THE COMPTON AND SHAWFORD LAWN TENNIS CLUB** ("the Tenant")

RECITAL

This Deed is supplemental to a Lease ("the Lease") dated 26th July and made between the Landlord of the one part and the then Trustees of the Tenant of the other part and a Deed (" the Deed") made the 24th day of September 2004 and made between the same parties

NOW THIS DEED WITNESSES as follows: -

That the terms defined in the Lease as varied by the Deed shall be hereby further varied as follows :=

"the Term" shall mean a term that expires on the 31 December 2030

In clause 4.7.6 of the Lease instead of "10.00 p.m." there shall be substituted "9.30 p.m."

EXECUTED AS A DEED BY

The Landlord acting by its

Chairman [*N Campbell-White*]

and

Clerk [*D A Drake*]

in the presence of [*A D Walmsley*]

The Tenant acting by its Trustees

Rosalind Jean Pugh

in the presence of

James Alastair Bartley Marshall

in the presence of

Paul Stephan Grainger

in the presence of

Christopher Mark Jenkins

in the presence of