

DATED *Do 10th March* 2005

HAYDON WICK PARISH COUNCIL

- to -

HAYDON WICK BOWLS CLUB

Original/

LEASE

- of -

Haydon Wick Bowling Green

Messrs Withy King
Solicitors
Ailesbury Court
High Street
Marlborough
Wiltshire
SN8 1LW
(Ref. ASM/44285/14)

2. THE TRUSTEES HEREBY JOINTLY AND SEVERALLY COVENANT with the Landlord to observe and perform the provisions and stipulations contained in the Schedule hereto

3. THE TRUSTEES DECLARE :-

(1) They are the present duly appointed Trustees of the Club and the Property is vested in them as such Trustees upon trust for the Members for the time being of the Club in accordance with the directions of the Committee of the Club

(2) In favour of a Purchaser as defined in the Law of Property Act 1925 of the Property a copy of the relevant entry in the Minute Book of the Club duly certified by the Chairman and Secretary of the Club shall be conclusive evidence that a direction complying in all aspects with the Rules of the Club was duly given to the Trustees

4. IT IS HEREBY expressly agreed that as long as the Property shall be held in trust for the Club the Trustees shall be liable under the covenants contained in the Schedule hereto only to the extent of the assets vested in them or in any other person or persons in trust for or for the benefit of the Club and not further or otherwise but nothing herein contained shall affect any powers or remedies of the Landlord in respect of any breach non-observance or non-performance of the said covenants except as regard the personal liability of the Trustees

5. THE LANDLORD HEREBY COVENANTS with the Trustees that the Trustees observing and performing the provisions and stipulations contained in the Schedule hereto shall peaceably hold and enjoy the Property subject as hereinafter mentioned during the Term without any interruption by the Landlord or any person rightfully claiming under or in trust for it

6. PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED

THIS LEASE is made the ^{20th NOV 2021} 10th day of March Two Thousand and Five B E T W E E N HAYDON WICK PARISH COUNCIL (hereinafter called "the Landlord" which expression shall where the context so requires or admits include the reversioner of the time being immediately expectant upon the term hereby granted) of the one part and BARRIE SMITH of 26 Cloverlands Haydon Wick Swindon Wiltshire SN25 1RW REX BARNETT of 50 Calder Close Haydon Wick aforesaid SN25 3QF RICHARD WALTER HAILSTONE of 16 Wicks Close Haydon Wick aforesaid SN25 3QH and EDWARD BEDWELL of 30 Calder Close Haydon Wick aforesaid SN25 3QF (hereinafter called "the Trustees", which expression where the context so admits include the trustees for the time being of the Club hereinafter defined) of the other part

NOW IT IS AGREED AS FOLLOWS :-

DEFINITIONS AND INTERPRETATIONS

In the Lease :-

1. "the Club" means the Haydon Wick Bowls Club
2. "the Property" means all that land which for the purpose of identification only is shown edged red on the plan attached hereto and forms part of the Title WT68626
3. "the Term" means all that period from the date hereof until 11th January 2023
4. "the Rent" means the sum of £1.00 per annum which is payable in advance as set out in the Schedule hereto

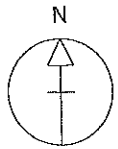
NOW IT IS WITNESSES as follows :-

1. IN CONSIDERATION of the Rent herein reserved and of the covenants by the Trustees hereinafter contained the Landlord HEREBY DEMISES the Property subject to all rights and easements affecting the same TO HOLD the same unto the Trustees for the Term



INDEX MAP PLAN

Plan prepared on 05/05/2005 at 00:00:01

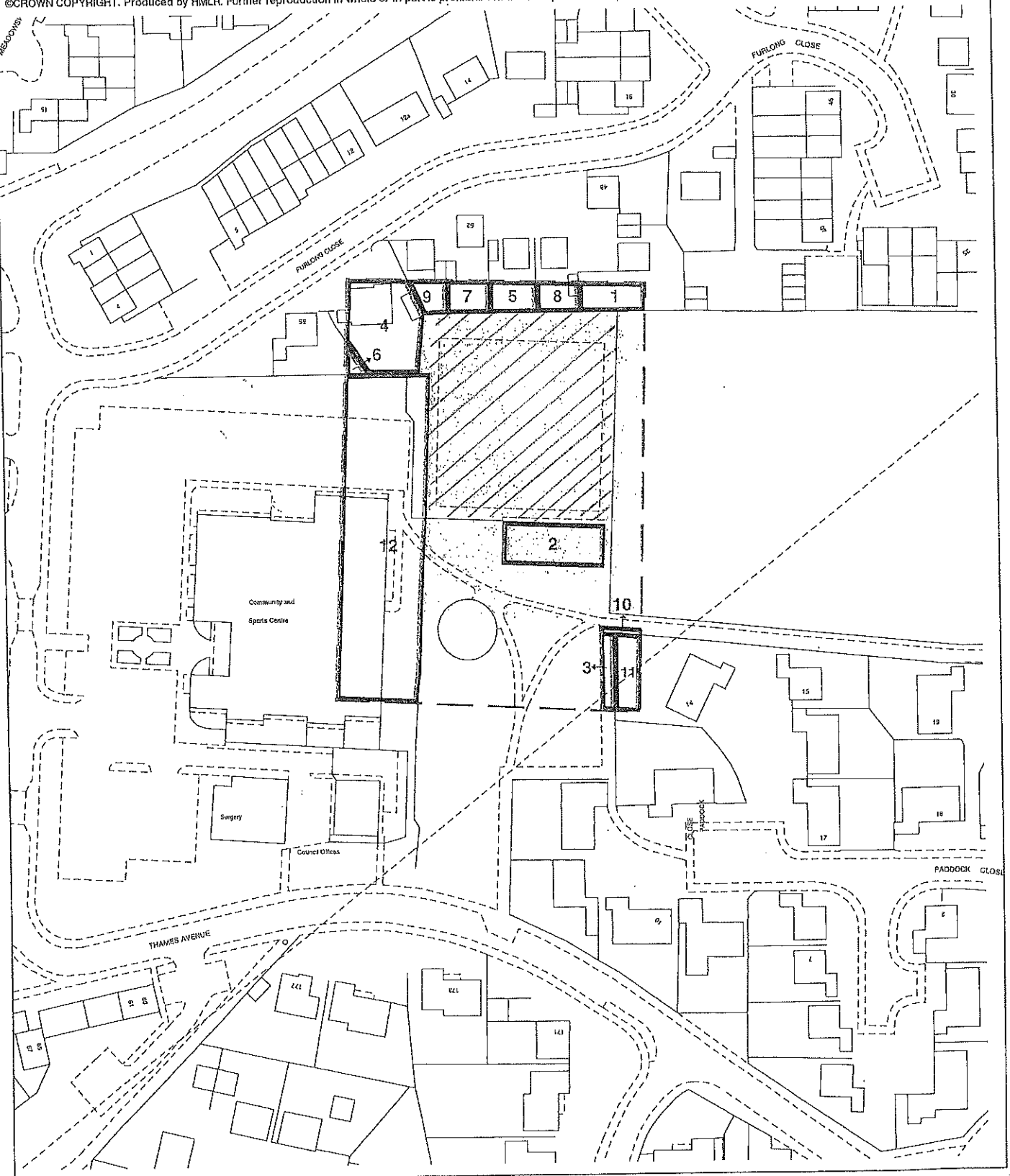


ORDNANCE SURVEY MAP REFERENCE:

SU1388SW

SCALE 1:1250

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This plan should be read in conjunction with result 009YUDB HAYDON WICK BOWLING GREEN, HAYDON WICK, SWINDON

LEASE DATED 10 MARCH 2005. PLAN FOR IDENTIFICATION ONLY

MAURICE JOHN FULLER and JOHN KEEPIN

on behalf of HAYDON WICK PARISH COUNCIL

- (1) If the Rent or any part thereof shall at any time be in arrear or unpaid for Twenty One days after the same shall have become due (whether legally demanded or not) or if there shall be a breach of any stipulation or provision contained in the Schedule hereto or if the Club shall be dissolved the Landlord may re-enter on the Property and thereupon the term created shall forthwith determine without prejudice to the Landlord's rights and remedies in respect of such a breach
- (2) Any Notice under this Lease shall be in writing and may be served on the person to whom it is to be served either personally or by leaving it at his last place of abode or by sending it by Registered Post or the Recorded Delivery service to such premises or place. In the case of a Notice to be served on the Landlord it may be served in like manner upon any agent of the Landlord duly authorized in that behalf and in the case of Notice to be served on the Trustees it may be left at or sent to the Demised Premises and may be addressed to the Secretary of the Club
- (3) Subject to the provisions of Section 38(2) of the Landlord and Tenant Act 1954 the Trustees shall not be entitled to any compensation under Section 37 of the Act (or any corresponding provision in any Act amending or replacing it) upon quitting the premises
- (4) (i) On 17 February 2005 (date) the Landlord served notice on the Tenant pursuant to the provisions of the 1954 Act Section 38A(3) as inserted by the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 and on 21/23 February 2005 (date) the Tenant made a [statutory]

declaration pursuant to schedule 2 of the Regulatory Reform
(Business Tenancies) (England and Wales) Order 2003

- (ii) Pursuant to the provisions of the 1954 Act Section 38A(1) as inserted by the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003, the parties agree that the provisions of the 1954 Act Sections 24–28 inclusive are to be excluded in relation to the tenancy created by this Lease.

IN WITNESS whereof two members of HAYDON WICK PARISH COUNCIL have pursuant to a Resolution of the Parish Council passed on the 15 day of February 2005 and the Trustees have executed this document as a Deed

THE SCHEDULE

1. To ensure that the use of the Property shall be designated principally for the residents of Haydon Wick Parish. The proportions of parishioners and non-parishioners respectively entitled to use the Property as members of the Club shall be determined by the Landlord, such proportions to be reviewed from time to time
2. To ensure that non-Club members shall have the use of the Property on an occasional basis only, subject to control of the Club
3. To ensure that the Club takes all reasonable steps to promote the sport of bowls for the parishioners of Haydon Wick Parish
4. To pay the Rent annually in advance without deduction the first such payment to be made on the date hereof and subsequent payments on the anniversaries of that date
5. To pay and indemnify the Landlord against Value Added Tax (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 Trustees under any of the terms of or in connection with this Lease or in respect of any payment made by the Landlord whereby the Trustees agree in this Lease to reimburse the Landlord for such payment
6. To pay and indemnify the Landlord against all rates taxes assessments duties charges impositions and outgoings which are now or during the Term charged assessed or imposed upon the Property or upon the owner or occupier of them
 7.
 - (1) To keep in proper repair and condition the hedges ditches fences and gates in and around the Property
 - (2) To keep the Property clean and tidy and free from deposits of waste rubbish or refuse
 - (3) To keep the grass in good heart and condition suitable for use as a bowling green
 - (4) Not without the prior written approval of the Landlord to cut down or injure any trees
 8. Not to use the Property or any part of the Property otherwise than for the purpose of a bowling green or such other uses as may be authorized in writing by the Landlord
 9.
 - (1) Not without the prior written approval of the Landlord to erect any building on the Property or carry out any other development (as defined in the Town and Country Planning Act 1990 Section 55) of the Property
 - (2) Not to cause any nuisance or annoyance to the Landlord or to any neighbouring owners or occupiers

- (3) Not to assign underlet charge or part with or share possession or occupation of the Property or any part of the Property except for the purpose of vesting the Property in new Trustees on behalf of the Club
 - (4) Not to do on or in relation to the Property 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
10. To allow the Landlord and all persons authorized by the Landlord to enter the Property 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
11. At the expiration of the Term to yield up the Property in good order and condition and in accordance with the terms of this Lease

SIGNED as a deed on behalf of HAYDON WICK PARISH COUNCIL by MAURICE JOHN FULLER and JOHN KEEPIN two of its members and pursuant to a Resolution passed at a meeting of the Parish Council on 15 February 2005

in the presence of: —

[Handwritten signature]
a *[Handwritten signature]*

WITNESSES —
S. Mart.
Susan Martin
100 Avonmead
Haydon Wick
SWINDON
SN25 3PL

Please also sign place where indicated

WITNESSES — Clerk to Haydon Wick Parish Council