

DATED

LEASE

relating to

THE PREMISES OF THE KIDLINGTON BOWLS CLUB

between

KIDLINGTON PARISH COUNCIL

and

**MAUREEN COX and PAMELA WILLOUGHBY as TRUSTEES FOR THE KIDLINGTON
BOWLS CLUB**

**Anita Bradley
Director of Law and Governance
Oxfordshire County Council
County Hall
New Road
Oxford OX1 1ND
Ref: RH/52675**

LR1	Date of Lease	
LR2	Title Number(s)	
		LR2.1 Landlord's title number(s) ON 288872
LR3	Parties to this lease	
		Landlord Kidlington Parish Council of Exeter Hall, Oxford Road, Kidlington OX5 1AB
		Tenant Maureen Cox and Pamela Willoughby both care of Kidlington Bowls Club, Exeter Close, Oxford Road, Kidlington OX5 1AB as trustees of the Kidlington Bowls Club
LR4	Property	In the case of conflict between this clause and the remainder of the lease then, for the purposes of registration, this clause shall prevail See definition of the Property in clause 1.1.
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: - Not applicable

LR6	Term for which the Property is leased	See definition of the Contractual Term in clause 1.1
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 See clause 3
		LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property See clause 4
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. The Tenant holds the Property on trust for the benefit of the Kidlington Bowls Club

This lease is dated

Parties

- (1) KIDLINGTON PARISH COUNCIL of Exeter Hall, Oxford Road, Kidlington OX5 1AB
(Landlord)
- (2) MAUREEN COX AND PAMELA WILLOUGHBY both care of Kidlington Bowls Club, Exeter Close, Oxford Road, Kidlington OX5 1AB as Trustees of the Kidlington Bowls Club
(Tenant)

Agreed terms

1. Interpretation

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

1.1 Definitions:

Bowls Club: the bowls club operated as Kidlington Bowls Club on the date of this lease and any succeeding club, organisation or corporate entity

Contractual Term: a term of 15 years beginning on the date of this lease.

Estate: the site to the north west of Yarnton Road, Kidlington owned by the Landlord and registered at HM Land Registry with title number ON288872

Permitted Use: use as a bowls club along with ancillary use for (a) community events and use by others permitted by the Bowls Club (b) meetings (c) social events for members of the Bowls Club and and (d) any other fundraising event and other purposes ancillary to the use of the Property as a bowls club.

Plan: the plan attached to this lease.

HM Land Registry
Official copy of
title plan

Title number **ON288872**
Ordnance Survey map reference **SP4913NW**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Oxfordshire : Cherwell**



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Property: the bowling green and associated structures all of which is shown edged red on the Plan (and for the avoidance of doubt it is agreed that it is the outside edge of the red edging shown on the Plan which denotes the boundary of the Property).

Rent: £200 per annum for the first 5 years of the term, £400 per annum for the second 5 years of the term and £600 per annum for the final 5 years, payable annually in advance the payment of which in relation to the first year of the term is due on the date of this lease and thereafter on each anniversary of that date.

Reservations: all of the rights excepted, reserved and granted to the Landlord by this lease.

Third Party Rights: all rights, covenants and restrictions affecting the Estate including the matters referred to at the date of this lease in the property register and charges register of title number ON288872.

1.2 A reference to the **term** is to the Contractual Term and any continuation of it.

1.3 A reference to the **end of the term** is to the end of the term however it ends.

2. Grant

2.1 The Landlord lets with full title guarantee the Property to the Tenant for the Contractual Term.

2.2 The grant is made together with the ancillary rights set out in clause 3, excepting and reserving to the Landlord the rights set out in clause 4, and subject to the Third Party Rights.

2.3 The grant is made with the Tenant paying the following as rent to the Landlord:

- (a) the Rent; and
- (b) all other sums payable under this lease.

3. Ancillary rights

3.1 The Landlord grants the Tenant and members of the Kidlington Bowls Club and their invitees the right:

- (a) to use the roads and footpaths on the Estate for pedestrian access to and egress from the Property (and which the Landlord covenants to procure shall at all times enable step free access to the Property from the public highway over surfaces suitable for use by wheelchairs or wheeled delivery trolleys);
- (b) to park in any spaces within the Estate allocated for public parking (subject to availability although the Landlord will ensure that provision in some part of the

Estate is always made for vehicles to park temporarily whilst making deliveries to the Property);

- (c) the right to enter onto any other parts of the Estate from time to time with the consent of the Landlord (such consent not to be unreasonably withheld or delayed) to carry out any necessary repair, maintenance or other works pursuant to this lease; and
- (d) the right to use and to connect into service media within the Estate serving the Property (and which the Landlord covenants to procure shall at all times enable use of the Property for the Permitted Use);

3.2 Except as mentioned in this clause 3, neither the grant of this lease nor anything in it confers any right over any neighbouring property, and section 62 of the Law of Property Act 1925 does not apply to this lease.

4. Rights excepted and reserved

4.1 Subject to clause 4.4, the following rights are excepted and reserved from this lease to the Landlord for the benefit of the Estate and any neighbouring or adjoining property in which the Landlord acquires an interest during the term:

- (a) rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the term;
- (b) the right to use and to connect into service media at, but not forming part of, the Property which are in existence at the date of this lease; the right to install and construct service media at the Property to serve any part of the Estate (whether or not such service media also serve the Property); and the right to re-route any service media mentioned in this clause;
- (c) at any time during the term, the full and free right to develop any part of the Estate (other than the Property) and any neighbouring or adjoining property in which the Landlord acquires an interest during the term as the Landlord may think fit; and
- (d) the right to re-route any means of access to or egress from the Property or to change the areas over which the rights mentioned in clause 3.1 are exercised PROVIDED THAT in respect of any essential re-routing whilst redevelopment work is being carried out on the Estate such variations must only be on a temporary basis and the Landlord must always ensure that:-
 - (i) such variations still provide reasonable access to and egress from the Property from and to the public highway at all reasonable times in a reasonably appropriate manner in such route agreed by the Landlord and Tenant (each acting reasonably) or failing agreement as is determined by the Landlord (acting reasonably) for all disabled visitors to the Property;

- (ii) such variations still provide reasonable, suitable and equivalent access to and egress from the Property from and to the public highway at all reasonable times in a reasonably appropriate manner in such route agreed by the Landlord and Tenant (each acting reasonably) or failing agreement as is determined by the Landlord (acting reasonably) for all purposes relating to the making deliveries to and collections from the Property or for purposes of carrying out any maintenance or repair works at the Property; and
- (iii) such variations still provide access to and use of at least three reasonable and suitable parking spaces near to the Property for the parking of disabled visitors to the Property if this is possible

notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them result in a reduction in the flow of light or air to the Property or loss of parking provision within the Estate during the term (save as stated above).

4.2 Subject to clause 4.4, the Landlord reserves the right to enter the Property:

- (a) to repair, maintain, install, construct, re-route or replace any service media or structure relating to any of the Reservations; and
- (b) for any other purpose mentioned in or connected with:
 - (i) this lease;
 - (ii) the Reservations; and
 - (iii) the Landlord's interest in the Property or the Estate.

4.3 The Tenant shall allow all those entitled to exercise any right to enter the Property, to do so with their workers, contractors, agents and professional advisors, and to enter the Property at any reasonable time (whether or not during usual business hours provided that they have been agreed with the Tenant), except in the case of an emergency, after having given reasonable notice (which need not be in writing) to the Tenant and with the Landlord making good all damage caused to the Property in the exercise of such rights.

4.4 All rights reserved in clause 4 shall always only be exercisable and exercised so as to cause no damage or disruption to the surface of the bowling green at the Property and must not prevent the use of the bowling green as a bowling green at any time. For the avoidance of doubt no service media may be laid or constructed in under or over the bowling green forming part of the Property at any time.

5. Insurance

The Tenant shall (at its own expense) insure any buildings chattels or other items owned by it and left at the Property or fixed to the Property and ensure that the Landlord and Tenant are insured at all times against liability to third parties arising from the use of the Property with a minimum value of £5,000,000 per claim and shall produce details of the insurance if requested by the Landlord.

6. Rates and charges

6.1 The Landlord shall pay all electricity costs reasonably and properly incurred by the Tenant at the Property for the first 5 years of the term, and then 80% of those costs in the 6th year, 60% of those costs in the 7th year, 40% of those costs in the 8th year and 20% of those costs in the 9th year (with the Tenant paying the balance of the costs in each of those years). The Tenant shall pay all electricity costs for the remainder of the term.

6.2 The Tenant shall make a contribution of £800 per annum towards water and drainage supply costs reasonably incurred by it at the Property during the first 10 years of the term (with the Landlord paying any excess). In the event that water and drainage costs incurred by it at the Property during that period come to less than £800 per annum, the Tenant shall pay them all. The Tenant shall then pay costs arising in the consumption and drainage of water for the remainder of the term. For the avoidance of doubt, the Landlord does not have any responsibility under this clause for paying costs relating to maintenance or replacement of water and drainage supply facilities within the Property, but for the avoidance of doubt the Landlord shall ensure that all other equipment within the Estate relating to the supply of water and drainage from the Property is kept in good working order and usable at all times.

6.3 Subject to clauses 6.1 and 6.2, the Tenant shall pay all other rates and charges associated with the use of the use of the Property authorised by this lease.

6.4 If any costs within 6.3 above are payable in respect of the Property together with other property, they shall be fairly apportioned.

6.5 The Tenant shall not make any proposal to alter the rateable value of the Property or that value as it appears on any draft rating list, without the approval of the Landlord.

7. Costs

The Tenant shall pay the reasonable and proper costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses (incurred both during and after the end of the term) in connection with:

- (a) the enforcement of the tenant covenants of this lease;
- (b) serving any notice in connection with this lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of those sections, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court;
- (c) serving any notice in connection with this lease under section 17 of the Landlord and Tenant (Covenants) Act 1995; and
- (d) any consent or approval applied for under this lease, whether or not it is granted.

8. Assignments, underletting and charging

The Tenant may assign this lease to (a) new trustees for the Kidlington Bowls Club (provided that immediately after the assignment the Tenant constitutes at least two people) or to a corporate entity that does or will operate as Kidlington Bowls Club, but otherwise shall not assign, underlet or charge the whole or any part of this lease or the Property save that the use of the Property by others permitted or invited by the Bowls Club as part of the Permitted Use shall be permitted and shall not be a breach of this clause.

9. Repairs and cleaning

The Tenant shall keep any buildings on the Property in a weatherproof state of repair and shall keep all open areas (including the bowling green and flowerbeds properly cultivated and maintained).

10. Alterations

10.1 The Tenant shall not make any alteration or addition to the Property or any opening in any boundary structure of the Property without the Landlord's consent, such consent not to be unreasonably withheld but for the avoidance of doubt may make non-structural alterations without any consent from the Landlord.

10.2 The Tenant may install external seating and litter bins and display promotional material for its sponsors at the Property without consent from the Landlord.

11. Returning the Property to the Landlord

11.1 At the end of the term the Tenant shall return the Property to the Landlord in the repair and condition required by this lease.

11.2 If the Landlord gives the Tenant notice no later than three months before the end of the term scheduling the remedial work required to ensure compliance with 11.1 above, the

Tenant shall immediately carry out the work required in the notice (which may include removing items it has fixed to the Property, removing any alterations it has made to the Property and making good any damage caused to the Property by that removal).

- 11.3 At the end of the term, the Tenant shall remove from the Property all chattels belonging to or used by it.

12. Use

- 12.1 The Tenant shall not use the Property for any purpose other than the Permitted Use.
- 12.2 The Tenant shall comply with all statutory requirements in force from time to time regarding the safeguarding of vulnerable children or adults whilst at the Property in relation to the Permitted Use and shall provide details of safeguarding procedures in place from time to time to the Landlord on request.

13. Management of the Estate

The Tenant shall observe all reasonable and proper regulations made by the Landlord from time to time in relation to the use of the Estate aside of the Property in accordance with the principles of good estate management and notified to the Tenant in writing.

14. Compliance with laws

- 14.1 The Tenant shall comply with all laws (including, but not limited to, the Regulatory Reform (Fire Safety) Order 2005) relating to:
- (a) the occupation and use of the Property by the Tenant;
 - (b) any works carried out at the Property by the Tenant; and
 - (c) all materials kept at or disposed from the Property by the Tenant.
- 14.2 The Tenant shall not apply for any planning permission for the Property without the Landlord's consent.

15. Breach of maintenance and condition obligations

- 15.1 Subject to the provisions of this Lease, the Landlord may enter the Property to inspect its condition and may give the Tenant a notice of any breach of any of the tenant covenants in this lease relating to the condition of the Property.
- 15.2 If the Tenant has not begun any works needed to remedy that breach within two months following that notice (or if works are required as a matter of emergency, then immediately) or if the Tenant is not carrying out the works with all due speed, then the Landlord may enter the Property and carry out the works needed.

16. Indemnity

The Tenant shall keep the Landlord indemnified against all liabilities, expenses, costs (including but not limited to any solicitors' or other professionals' costs and expenses), claims, damages and losses (including but not limited to any diminution in the value of the Landlord's interest in the Estate and loss of amenity of the Estate) suffered or incurred by the Landlord arising out of or in connection with any breach of any tenant covenants in this lease by the Tenant, or any act or omission of the Tenant or its workers, contractors or agents or any other person on the Property or the Estate with the actual or implied authority of any of them. If the Landlord has to carry out work which the Tenant is obliged to carry out and failed to carry out, the Tenant shall bear the Landlord's reasonable costs for this.

17. Landlord's covenants

- 17.1 The Landlord covenants with the Tenant, that so long as the Tenant pays the rents reserved by and complies with its obligations in this lease, the Tenant shall have quiet enjoyment of the Property without any interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this lease.
- 17.2 The Landlord covenants to keep (a) all roadways, footpaths and parking areas within the Estate from time to time and (b) all service media running in under or through the Estate (aside from those within the Property) in good condition

18. Re-entry and forfeiture

- 18.1 The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any of the following occurs:
- (a) any rent is unpaid 21 days after becoming payable whether it has been formally demanded or not; or
 - (b) any breach of any condition of, or tenant covenant in, this lease.
- 18.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause, this lease shall immediately end, but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant by the Tenant.

19. Entire agreement

- 19.1 This lease constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.

19.2 Nothing in this lease constitutes or shall constitute a representation or warranty that the Property may lawfully be used for any purpose allowed by this lease.

20. Notices and approvals

20.1 Section 196 of the Law of Property Act 1925 shall apply to notices given under this lease.

20.2 Where the approval of the Landlord is required under this lease, an approval shall only be valid if it is in writing and signed by or on behalf of the Landlord, unless:

- (a) the approval is being given in a case of emergency; or
- (b) this lease expressly states that the approval need not be in writing.

21. Governing law

This lease and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

22. Liability

The liability of the Tenant pursuant to this Lease shall always be limited to the assets from time to time of the Kidlington Bowls Club.

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

Executed as a deed by

KIDLINGTON PARISH COUNCIL

acting by two members namely

and

both in the presence of:

Witness' signature

Witness' name

Witness' address

Witness' occupation

Signed as a deed by

MAUREEN COX

in the presence of:

Witness' signature

Witness' name

Witness' address

Witness' occupation

Signed as a deed by

PAMELA WILLOUGHBY

in the presence of:

Witness' signature

Witness' name

Witness' address

Witness' occupation