

DATED

16<sup>th</sup> August

2016

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**TRUSTEES OF BAGSHOT PLAYING FIELDS ASSOCIATION**

**- and -**

**TRUSTEES OF THE BAGSHOT & CRAWLEY RISE TENNIS CLUB**

---

**UNDERLEASE**

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**relating to tennis courts at Bagshot Playing Fields College Ride  
Bagshot Surrey GU19 5ET**

**PRESCRIBED CLAUSES**

**LR1. Date of Lease** 16 August 2016

**LR2. Title number (s)**

**LR2.1 Landlord's title number (s)**

**LR2.2 Other title numbers**

None

**LR3. Parties to this Lease**

**Landlord**

**Trustees of the Bagshot Playing Fields Association**

**Francis George Curry**

11 St Mary's Garden  
Bagshot  
Surrey  
GU19 5JX

**Neil Robert Dodge**

72 Hawkesworth Drive  
Bagshot  
Surrey  
GU19 5QZ

**David Roger Harold Norminton**

Dauphine  
2 Pinewood Gardens  
Bagshot  
Surrey  
GU19 5ES

**Being the Trustees of The Bagshot Playing Fields Association**

**Tenant**

**Bagshot and Crawley Rise Tennis Club Trustees**

**Stephen John Kattau**

83 Albert Road  
Bagshot  
Surrey  
GU19 5QL

**Neil Robert Dodge**  
72 Hawkesworth Drive  
Bagshot  
Surrey  
GU19 5QZ

**Michael Donald Marsden**  
7 Lyons Drive  
Guildford  
Surrey  
GU2 9YP

**Being the Trustees of The Bagshot and Crawley Rise 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 purpose of registration, this clause shall prevail.**

See the Definition of "Property" in *clause 1.1* of this lease.

**LR5. Prescribed statements etc**

**LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (lease under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.**

The Property will, as a result of this lease, be held by (or in trust for) The Bagshot and Crawley Rise Tennis Club, a non-exempt charity, and the restrictions on disposition imposed by section 117 to 121 of the Charities Act 2011 will apply to the land (subject to section 117(3) of that Act).

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

None.

**LR6. Term for which the Property is leased**

The term as specified in this lease at clause 1.1 in the definition of "Contractual Term".

**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 as specified in clause 3 of this 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 as Trustees for the time being of The Bagshot and Crawley Rise Tennis Club.

**THIS UNDERLEASE** is made on

16 August

2016

**BETWEEN:-**

(1) **Francis George Curry of 11 St. Mary's Gardens, Bagshot, Surrey GU19 5JX, Neil Robert Dodge of 72 Hawkesworth Drive, Bagshot, Surrey GU19 5QZ and David Roger Harold Norminton of Dauphine 2 Pinewood Gardens Bagshot Surrey GU19 5ES** ("the Landlord") and being the present Trustees of Bagshot Playing Fields Association

**and**

(2) **Stephen John Kattau of 83 Albert Road Bagshot Surrey GU19 5QL, Neil Robert Dodge of 72 Hawkesworth Drive, Bagshot, Surrey GU19 5QZ Michael Donald Marsden of 7 Lyons Drive Guildford Surrey GU2 9YP** ("the Tenant") and being the Trustees of the Bagshot and Crawley Rise Tennis Club

1. **Definitions and Interpretation**

1.1 In this Agreement the following expressions shall save where the context otherwise requires have the following meanings:-

"Affiliation Fee" means the sums payable under clause 4.3 of this Lease or such greater sum determined by the Landlord as being fair and reasonable following consultation with the Tenant.

Common Parts Means the areas of the Estate which the Tenant has the right to use in common with other tenants or occupiers of the Estate

"Conduit" means any conducting medium or thing by means of which any facility service or matter may pass or be transmitted

"End Date" means 22nd December 2039

"Estate" means the parcel of land situate at Pennyhill Park, Bagshot and shown edged red on the plan attached to the Superior Lease

"Insured Risks" means the Insured Risks defined in the Superior Lease

"Landlord's Neighbouring Land" each and every part of the adjoining and neighbouring property in which the Landlord has an interest registered under title number xxxxxx and to the extent possible for the benefit of any neighbouring or adjoining property in which the Landlord acquires an interest during the term

"Landlord's Surveyor" means any qualified chartered surveyor or firm of chartered surveyors appointed by or acting for the Landlord to perform any of the functions of a surveyor under this Lease

"Permitted Use"	means to provide facilities for the benefit of the inhabitants of the Borough of Surrey Heath for the purpose of playing lawn tennis
"Plan"	Means the plan annexed to this Lease
"Property"	means the land, tennis courts and any buildings thereof shown edged red on the Plan
"Rent"	means £50.00 per annum payable yearly in advance on the Rent Payment Days throughout the Term the first payment to be made on the Rent Commencement Date
"Rent Commencement Date"	1 <sup>st</sup> April 2016
"Rent Payment Days"	means the first day of April each year
"Start Date"	means the date of this underlease
"Superior Landlord"	Surrey Heath Borough Council of Surrey Heath House, Knoll Road, Camberley, Surrey GU15 3HD
"Superior Landlord's Neighbouring Land"	each and every part of the adjoining and neighbouring property in which the Superior Landlord has an interest registered under title number SY692791 and to the extent possible for the benefit of any neighbouring or adjoining property in which the Superior Landlord acquires an interest during the term
"Superior Lease"	means the lease by virtue of which the Landlord holds the Estate and which is dated and made 30 <sup>th</sup> June 2015 between Surrey Heath Borough Council (1) Bagshot Playing Fields Association (2)
"Term"	means the term of years commencing from and including the Start Date and ending on and including the End Date
"VAT"	means Value Added Tax or any other tax of a similar nature

1.2 The clause headings do not form part of this Lease and shall not be taken into account in its construction or interpretation

- 1.3 Any reference in this Lease to a clause or sub-clause without further designation is to be construed as a reference to the clause or sub-clause of this Lease so numbered
- 1.4 Words importing one gender shall be construed as importing any other gender and words importing the singular shall be construed as importing the plural and vice versa
- 1.5 Words importing persons shall be construed as importing a corporate body and/or a partnership and vice versa
- 1.6 Where any party comprises more than one person the obligations and liabilities of that party under this Lease shall be joint and several obligations and liabilities of those persons

## 2. Letting

In consideration of the covenants hereinafter contained the Landlord **HEREBY DEMISES** unto the Tenant the Property **TOGETHER WITH** the rights set out in Schedule II hereof **EXCEPT AND RESERVING** unto the Landlord the exceptions set out in Schedule III hereof **TO HOLD** the Property to the Tenant for the Term **SUBJECT** to the terms and conditions specified herein

## 3. Rent

The Tenant shall pay to the Landlord the Rent without any deductions or set off in advance on the Rent Days in every year the first of such payments to be made on the Rent Commencement Date in respect of the period from and including the Rent Commencement Date to and including the day before the next Rent Day following the Rent Commencement Date

## 4. Tenant's Covenants

The Tenant covenants with the Landlord as follows:

### 4.1 **Rent**

To pay the Rent in accordance with Clause 3 without deduction or set-off.

### 4.2 **Insurance**

To pay to the Landlord within seven (7) days of demand a fair proportion of the sum payable by the Landlord under the Superior Lease in insuring the Property against the Insured Risks

### 4.3 **Affiliation Fee**

4.3.1 To pay to the Landlord on the Rent Payment Date a sum representing a fair and reasonable proportion (i) rental payments made by the Landlord to SHBC from time to time; and (ii) the cost of maintaining cleaning and lighting the Common Parts, the parking area and storage unit referred to in Schedule II herein

4.3.2 On account of such costs to pay the Landlord in advance an annual sum as reasonably estimated by the Landlord of the Affiliation Cost to be incurred (currently £1,600: Rent to Council by BPFA £410 in 2015/16).

**4.4 Interest**

If the Rent Service Charge insurance costs and VAT are not paid within seven (7) days of the due date to pay interest at the rate of 8% per annum (calculated as a daily rate) from the due date until the date of payment

**4.5 Repair**

To keep the Property in good repair and condition and well cleansed and maintained (damage by any of the Insured Risks excepted except to the extent to which payment of insurance monies is withheld as a result of the Tenant's act or default).

**4.6 Outgoings**

To pay all business rates, taxes, assessments, impositions, duties, charges and outgoings now or at any time during the Term payable by the owner or occupier of the Property and to pay all charges for water electricity gas telephone and other services to the Property and in respect of any such items that are not directly charged or separately metered to the Property to pay by way of reimbursement to the Landlord a fair and reasonable proportion (according to use) of such items

**4.7 Prohibitions**

4.7.1 Not to make any alteration or addition to the Property without the Landlord's previous written consent (such consent not to be unreasonably withheld or delayed) which may provide for an obligation upon the Tenant to reinstate such alterations or additions prior to yielding up of the Premises unless the Landlord notifies the Tenant otherwise;

4.7.2 Not to use the Property or any part thereof otherwise than for the Permitted Use;

4.7.3 Not to cause any nuisance or annoyance to the Landlord or to any adjoining owners or occupiers;

4.7.4 Not to underlet charge part with the possession or occupation of or otherwise dispose of the Property or any part thereof;

4.7.5 Not to assign the Property;

4.7.6 Not to cause any obstruction in or on the Common Parts

**4.8 Statutory Obligations and Landlord's Regulations**

4.8.1 To observe and comply with all obligations relating to the Premises or their occupation or use imposed by any present or future statute, or any statutory instrument, regulation or order made under it or by any competent authority irrespective of the person on whom such obligation is imposed.

4.8.2 To observe such reasonable rules and regulations as the Landlord may make and of which the Landlord shall notify the Tenant from time



to time governing the Tenant's use of the Premises or the Common Parts

**4.9 Tenant's Obligations in respect of costs**

The Tenant covenants with the Landlord to pay to the Landlord all costs charges and expenses (including professional advisers costs and fees and VAT thereon) incurred by the Landlord;

4.9.1 In any proceedings under Section 146 or 147 of the Law of Property Act 1925 including the preparation and service of notice thereunder (notwithstanding forfeiture is avoided otherwise than by relief granted by the Court).

4.9.2 In preparation and service of a schedule of dilapidations at any time during the Term relating to wants of repair arising during the Term for which the Tenant is liable under this Lease.

4.9.3 In connection with any breach of covenant by or the recovery of arrears of rent due from the Tenant hereunder.

4.9.4 In respect of any application for consent required by this Lease whether or not such consent is granted (but not where a court of competent jurisdiction holds the same to have been unreasonably withheld) or the application is withdrawn.

**4.10 Entry by the Landlord**

To allow the Landlord and all persons authorised by the Landlord to enter the Premises upon giving reasonable notice for the purpose of:

4.10.1 ascertaining whether the terms of this Lease have been complied with;

4.10.2 inspection;

4.10.3 carrying out works of repair or decoration to the exterior and structure of the Premises or other parts of the Building

**4.11 Yielding Up**

At the end of the Term:

4.11.1 to the extent required by the Landlord to remove all Tenant's fixtures and fittings, furniture and effects making good any damage to the Premises so caused; and

4.11.2 reinstate any alterations; and

4.11.3 yield up the Premises in a state and condition consistent with due compliance by the Tenant with its obligations under this Lease

**5. Landlord's Obligations**

The Landlord agrees with the Tenant:

- 5.1 it shall and may peaceably hold and enjoy the Property during the Term without any interruption by the Landlord or any person lawfully claiming through under or in trust for it;
- 5.2 to pay the rents reserved by the Superior Lease and perform the covenants on the part of the tenant contained in the Superior Lease so far as the Tenant is not liable for such performance under the terms of this lease
- 5.4 The Landlord shall use all reasonable endeavours to procure that the Superior Landlord complies with the Superior Landlord's covenants contained or referred to in the Superior Lease.

6. **Forfeiture**

If the Tenant does not pay the Rent or the Service Charge within seven (7) days after the date on which it is due (whether formally demanded or not) or if the Tenant does not observe or perform any of the obligations on its part to be observed or performed or if the Tenant shall become insolvent or go into liquidation or make any arrangement with its creditors the Landlord may re-enter the Property or any part thereof in the name of the whole whereupon this Lease shall absolutely determine (but without prejudice to any right of action of the Landlord in respect of any arrears of rent or breach of obligation).

7. **Suspension of Rent**

If the Property or any part of them are damaged or destroyed by any of the Insured Risks so that the Property or any part of them are unfit for occupation or use or inaccessible the Rent Service Charge and Insurance Costs or a fair proportion of the Rent Service Charge and Insurance Costs according to the nature and extent of the damage sustained shall cease to be payable until the Property or the affected part shall have been rebuilt or reinstated and made fit for occupation and use and accessible or until the expiration of the period for which loss of Rent has been insured whichever period is the shorter PROVIDED that payment of the insurance money is not refused by reason of any act or default of the Tenant or anyone in the Property expressly or by implication with the Tenant's authority and under the Tenant's control

8. **Reinstatement and Termination if Prevented**

In the circumstances set out in the preceding clause 7 the Landlord shall rebuild and reinstate without delay and if on the expiry of a period of one (1) year commencing on the date of the damage or destruction the Property has not been rebuilt or reinstated so as to be fit for the Tenant's occupation and use and accessible either party may thereafter serve notice on the other party and thereupon the Term shall absolutely cease but without prejudice to any rights or remedies that may have accrued to either party against the other

9. **Acceptance of Rent**

The receipt of Rent by the Landlord shall not be a waiver of any breach of any of the covenants provisions or conditions herein contained and on the part of the Tenant to be observed and performed.

10. **Exclusion of Security of Tenure**

10.1 Pursuant to Section 38A(1) of the Landlord and Tenant Act 1954 the parties hereto agree and declare that the provisions of Sections 24-28 of the said Act shall be excluded in relation to the tenancy hereby granted.

10.2 The Landlord has served on the Tenant a notice in the form or substantially in the form set out in Schedule 1 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 ("the 2003 Order") and the Tenant has made a declaration in the form prescribed in paragraph 7 of Schedule 2 of the 2003 Order

10.3 Stephen John Kattau who was duly authorised by the Tenant to do so made a statutory declaration dated 1<sup>st</sup> April 2016 in accordance with the requirements of section 38A(3)(b) of the Landlord and Tenant Act 1954 a certified copy of which is annexed to this Lease

11. **Contracts (Rights of Third Parties) Act 1999**

The Contract (Rights of Third Parties) Act 1999 shall not apply to this Lease and no person other than the parties to this Lease and their successors in title shall have any rights under it nor shall it be enforceable by any person other than the parties to it and their successors in title.

12. **Notices**

12.1 Any notice given 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 post or by fax to the other party at its registered office or in the case of an individual at his or her last known address

12.2 In the absence of evidence of earlier receipt a notice is deemed received if delivered personally when left at the address referred to in clause 14.1 if sent by post two (2) working days after posting and if sent by fax on completion of its transmission but where this occurs after 5.00 pm on a working day or on a day which is not a working day the date of service shall be deemed to be the next following working day

13. **Disputes**

Should any dispute arise as to the revised Affiliation Fee then the matter shall be determined by an Arbitrator appointed by the Secretary for the time being of the Landlord, such Arbitrator shall act as Arbitrator and not as an Expert

14. **Certificate**

This Lease is a "new tenancy" as defined in the Landlord and Tenant (Covenants Act 1995) and there is no Agreement for Lease in respect of this Lease

15. **Limited Recourse**

Notwithstanding any other provision of this underlease:

- 15.1 for the avoidance of doubt the Tenant has executed this underlease solely as trustee and with the intention of binding the Bagshot and Crawley Rise Tennis Club.
- 15.2 the aggregate of all liabilities of the Tenant under this underlease shall at all times and for all purposes extend only to the assets of the Crawley Rise Tennis Club including any income generated by the activities of the Crawley Rise Tennis Club ("Trust Assets")
- 15.3 in no circumstances shall any liability attach to or be enforced or enforceable against the assets of the trustees (held in their capacities as trustees of any other trust or in their personal capacities or in any other capacity whatsoever) other than the assets which comprise the Trust Assets;

PROVIDED THAT nothing contained herein shall affect any powers of the Landlord in respect of any breach or non-observance of the said covenants except as regards the personal liability of the Tenant and its successors in title who are trustees of the Crawley Rise Tennis Club.

16. **Constitution**

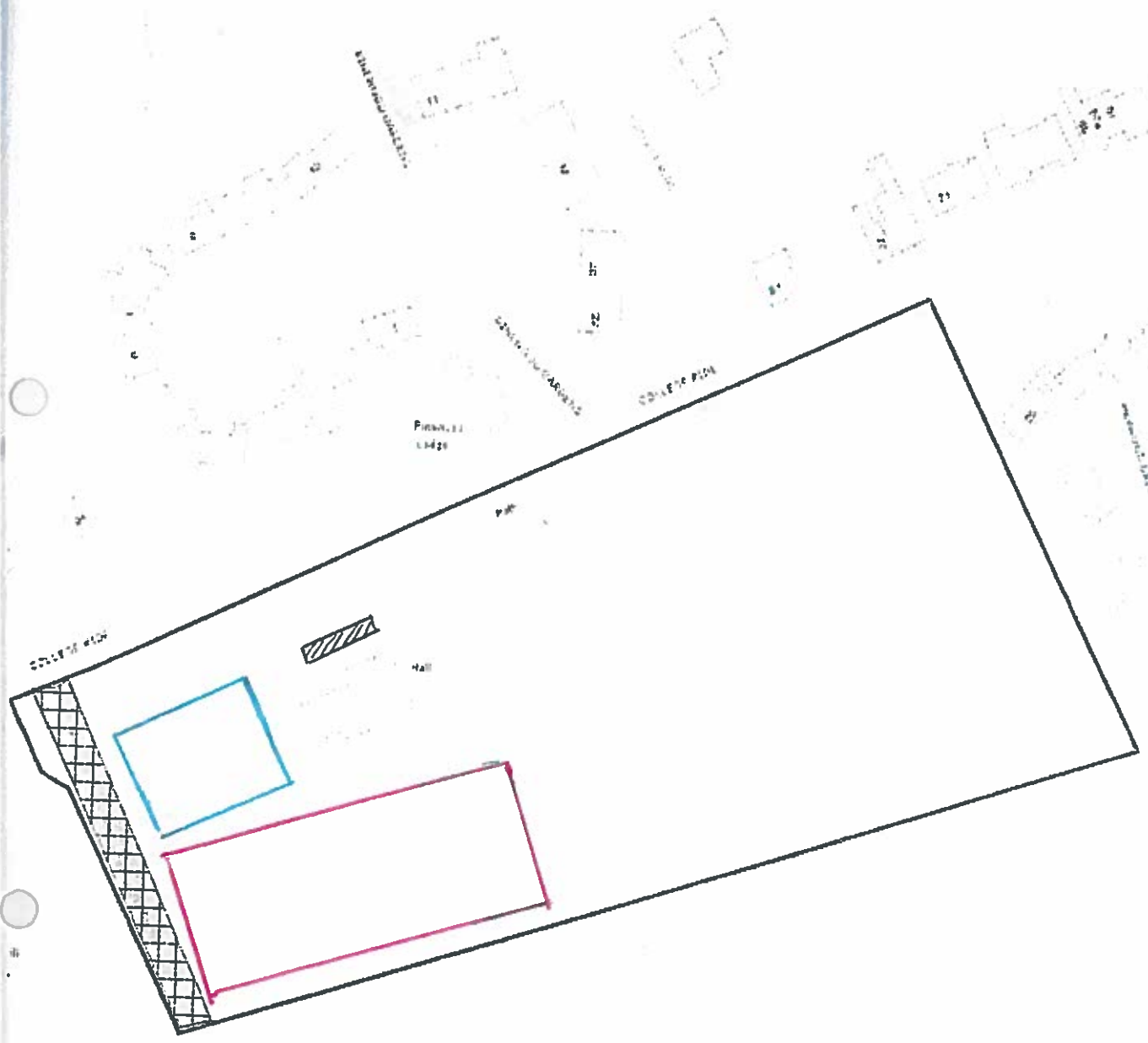
The Tenant shall provide to the Landlord and the Superior Landlord a copy of the Constitution of the Bagshot & Crawley Rise Tennis Club as and when required.

**IN WITNESS** whereof the parties hereto have executed this underlease as a deed on the day and year first before written

**SCHEDULE I**  
**(The Property)**

The land, tennis courts and any buildings thereon shown edged red on the Plan but excluding the Common Parts and all Service Media within the Property

20 m  
100 ft



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Bagshot Playing Fields, Bagshot  
Scale: 1:1417  
Printed on: 25/9/2014 at 14:19 PM

Surrey Heath Borough Council  
Surrey Heath House  
Knoll Road  
Camberley  
GU15 3HD



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## **SCHEDULE II THE RIGHTS**

### **1. Access**

Full right and liberty for the Tenant its servants and licensees in common with the Landlord and all others having the like right with or without vehicles at all reasonable times for all purposes connected with the Property but not for any other purposes to pass and re-pass to and from the Property but without causing obstruction thereto over and along the road and pathway coloured brown on the Plan

### **2. Services**

2.1 The free right in common with the Landlord and all others having the like right of the passage and running of water soil gas and electricity and other services to and from the Property through the Pipes now made or passing under or along the Landlord's Neighbouring Land or the Superior Landlord's Neighbouring Land

2.2 The right to park private motor cars or motorbikes belonging to the Tenant, its employees and visitors within the area edged green on the Plan

2.3 The right to use the outside storage unit in the area hatched black on the Plan in connection with the Property

## **SCHEDULE III THE EXCEPTIONS**

The following rights are excepted and reserved from this Lease to the Landlord for the benefit of the Landlord's Neighbouring Property or the Superior Landlord's Neighbouring Property

### **1. Services**

The free passage and running of water soil gas electricity and other services from and to the Landlord's Neighbouring Property and Superior Landlord's Neighbouring Property and the buildings now or hereafter erected thereon in and through the conduits laid and made (or to be laid and made) in upon through or under the Property and the free and uninterrupted use of all gas electric telephone and other pipes serving such land and buildings now or at any time during the Term upon through or under the Property

### **2. Construct Easements**

A right to construct maintain and use in over or under the Property any easement or services for the benefit of the Landlord's Neighbouring Property and Superior Landlord's Neighbouring Property

### **3. Access**

The right at any time during the term but except in cases of emergency only at reasonable times after giving reasonable prior notice to the Tenant and by prior

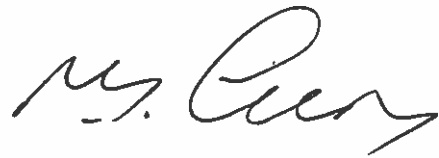
appointment except where the Tenant unreasonably refuses to make an appointment within a reasonable time of a request from the Landlord to enter (or in cases of emergency to break and enter) upon the Property in order:

- 3.1 to inspect cleanse repair amend remove or replace with others the Pipes referred to in paragraph 1 of this Schedule;
- 3.2 to inspect and to execute works in connection with any of the easements or services referred to in this Schedule;
- 3.3 to view the state and condition of and to repair and maintain any adjoining property where such work would not otherwise be reasonably practicable;
- 3.4 to carry out work or do anything whatsoever comprised within the Landlord's obligations herein contained or any statutory or other obligation of the Landlord whether or not the Tenant is liable hereunder to make a contribution

4. Light

Full right and liberty at any time hereafter and from time to time to execute works and erections upon or to alter or rebuild any of the buildings erected on the Landlord's Neighbouring Property or the Superior Landlord's Neighbouring Property and to use such land and the buildings now or hereafter erected thereon in such manner as the Landlord or Superior Landlord shall think fit notwithstanding that the access of light and air to the Property may hereby be interfered with

SIGNED and delivered )  
as a DEED by )  
Francis George Curry )  
In the presence of )  
MRS JUNE HUNT )  
111 COLLEGE RIDE )  
B A 6 S H 0 7 G U I 9 S Q 2 )

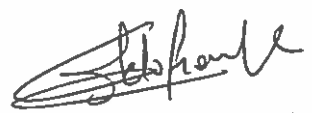


for him.

SIGNED and delivered )  
as a DEED by )  
Neil Robert Dodge )  
in the presence of )  
MRS JUNE HUNT )  
AS ABOVE )



SIGNED and delivered )  
as a DEED by )  
David Roger Harold )  
Norminton in the presence of )



Dominique de la Grand  
8, chemin de la Dhuy  
38240 - MEYLAN