

DATED 1st August 2004

SEDLSCOMBE PARISH COUNCIL

-and-

THE TRUSTEES

LEASE

Relating to:

Field known as Sedlescombe Sportsfield, Sedlescombe, East Sussex

Messrs. Menneers
Solicitors
28/29 Grand Parade
St. Leonards-on-Sea
East Sussex
TN37 6DR
Tel: 01424 720044
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Ref - ARC/MAO/SedlescombePC

THIS LEASE is made the

1st

day of

August

Two Thousand and ~~Four~~

Five

BETWEEN THE PARISH COUNCIL of the Parish of Sedlescombe in the County of East Sussex (hereinafter called "the Council") of the one part and **JOHN CORNFORD** of 5 Churchfields, Westfield, East Sussex TN35 4SN, **JOHN MAINWOOD** of The Post Office, The Green, Sedlescombe, Battle, East Sussex TN33 0QA and **DAVID MITCHELL** of 16 East View Terrace, Sedlescombe, Battle, East Sussex TN33 0PZ, being the Trustees for the time being of Sedlescombe Sports Association (hereinafter called "the Trustees") of the other part

1. **THE** Council **HEREBY DEMISES** unto the Trustees of the Field known as Sedlescombe Sportsfield, Sedlescombe in the County of East Sussex which is for the purpose of identification only delineated and edged red on the plan annexed hereto **TOGETHER** with the right to use in common with others entitled to the like right the access drive coloured brown and for parking purposes the car park coloured blue on the said plan and the right to use the cables, pipes and wires serving the pavilion erected on the said field **TO HOLD** the same unto the Trustees from the 5th February 2004 for the term of Thirty years (unless previously determined under Clause 2 (xiv) hereof) at a yearly rent of **£1** payable on the first day of January in each year
2. **THE** Trustees hereby covenant with the Council as follows:-
 - (i) To pay the said rent at the times and in the manner aforesaid and to pay all charges for gas, electricity and water levied on the pavilion
 - (ii) To ensure that the said field should be used as a cricket and football fields and for athletic sports of all descriptions and for the holding of fetes, shows and other recreational facilities

- (iii) Not unreasonably to break up or damage the grass and not to injure the trees or cut them down (without the consent of the Council in writing first being obtained)**
- (iv) Not to erect any buildings upon the land without the consent of the Council in writing first being obtained, such consent not to be unreasonably withheld**
- (v) Not to assign, underlet or part with possession of the said Field or any part thereof without the prior written consent of the Council, such consent not to be unreasonably withheld**
- (vi) To obtain all necessary planning approvals and permissions for the erection of buildings permitted under this agreement and to do all acts and things required by and perform any works conformably in all respects with the provisions and conditions thereof and with the provisions of any statute, rule, order, regulation or by-law applicable**
- (vii) Not to park or permit to be parked any vehicles or otherwise obstruct the access drive coloured brown on the said plan**
- (viii) To maintain at their own expense any buildings now or hereafter to be erected on the field and at their own expense to keep the field in good and tenable condition and to make sure that the grass is cut regularly over the whole field throughout the growing season**
- (ix) To keep in good and tenable condition the hedges, ditches, fences, trees and gates on the demised field**
- (x) To insure the pavilion and ancillary buildings to cover the cost of replacement and to provide the Council with a copy of the current insurance policy and premium receipt each year on renewal**

- (xi) To co-opt to the Association's Management Committee as a full voting member of the Committee one representative nominated by the Council and to deliver to the Clerk to the Council for the time being not less than fourteen days before the Parish Assembly in every year a copy of the Association's duly audited profit and loss account and balance sheet
- (xii) To be responsible for the making good any damage to the Field and playing surfaces as a result of use in accordance with this Lease
- (xiii) To accept and undertake full responsibility for the general supervision and care of the field (including suspending activities in inclement weather and whilst the ground conditions are unsuitable) and to take all reasonable measures to deter trespassers and prevent criminal damage
- (xiv) In the event of the Association wishing to terminate the term hereby granted to give the Council not less than six months' notice expiring on 31 December in any year

3. THE Council agrees with the Trustees as follows:-

- (i) That the Trustees paying the rent and observing the stipulations on its part herein contained shall during the term quietly enjoy the said Field without any interruption by the Council or any person lawfully claiming under or in trust for the Council

4. IT IS mutually agreed as follows:-

- (i) The Council may re-enter and determine the term hereby granted in the event of non-payment of rent for one calendar month (whether formally demanded or not) or on breach of any Trustees' stipulations

- (ii) The expression "the Trustees" wherever the context so admits includes all persons in whom for the time being the term is vested as Trustees of the Sedlescombe Sports Association
- (iii) In this sub-clause:-
- (a) "Trustees' obligations" means all obligations of the Trustees under any covenant or other term of this Lease or any document expressed to be supplemental to this Lease and all implied obligations of the Trustees under this Lease or any such document
 - (b) "Breach" means any breach of the Trustees' obligations or any part of them
 - (c) The liability of the Trustees for the time being in respect of any breach shall be limited in amount to the realisable value of the assets of the Sedlescombe Sports Association and nothing contained in this Lease or otherwise shall entitle the Council to pursue, exercise or enforce any right or remedy in respect of any breach against the personal estate, property, effects or assets of any Trustee or against any assets for the time being vested in the Trustees or any of them which are not assets of the Sedlescombe Sports Association
 - (d) No liability shall attach to any Trustee in respect of any breach which occurs at any time after the term has ceased to be vested in such person
- (iv) Save in the case of the retirement of Trustee and the appointment of a replacement Trustee this Lease shall be personal to the Trustees and inalienable; the Council shall approve the appointment of any new Trustee as a party to this Lease.

IN WITNESS whereof (2 parish councillors) being two Members of the Sedlescombe Parish Council and the parties hereto of the second part have hereunto set their hands and seals the day and year first before written

SIGNED as a DEED by the said
SEDLESCOMBE PARISH COUNCIL
in the presence of:-

) Valerie Wright
Councillor
) [Signature]
Councillor

Witness Signature [Signature]
Witness Name in print... P. J. R. A. T. H. E. N. D. ..
Address WOODLAND COTTAGE
CHATEL HILL, SEDLESCOMBE
Occupation PARISH CLERK