

DATED 29th October 2020

The Parish Council of Knapton (1)

and

Mundesley and District Recreation (2)
Association

LEASE

**Relating to the playing field in the
parish of Knapton Norfolk**

Term: 7 years

1st JUNE

Term commences: 2020

31st May

Term ends: 2027

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THIS LEASE is made on 29 October 2020

BETWEEN:

- (1) **The Parish Council of Knapton** of Verbena Cottage The Street Knapton Norfolk NR28 0AD ("Landlord"); and
- (2) **Mundesley and District Recreation Association** (registered charity no. 289400) of 6 School Close Knapton North Walsham Norfolk NR28 0SA ("Tenant").

IT IS AGREED:

1 **Interpretation**

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

1.1 Definitions:

"Act of Insolvency" means

- (a) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant;
- (b) the making of an application for an administration order or the making of an administration order in relation to the Tenant;
- (c) the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to the Tenant;
- (d) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant;
- (e) the making of an application for a bankruptcy order, the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant.

"Annual Rent" means rent at the rate of £1 per annum which shall be exclusive of any VAT properly chargeable on it ;

"Contractual Term" means a fixed term of seven years beginning on and including the 1st June 2020 and ending on and including the 31st May 2027;

"Environmental Law" means any statutes, statutory instruments, regulations, directives, common law, bye-laws, guidance notes, codes of practice and instructions of any regulatory authority or court which relate to the protection of the Environment or the health and safety of humans;

"Environmental Permit" means any permit, licence, authorisation, consent, approval, notification, registration or exemption required under Environmental Law;

"Hazardous Substances" means any substances whether alone or in combination which any other substance capable of causing harm to the Environment including without limitation any water polluting materials and any asbestos containing materials;

"LTA 1954" means Landlord and Tenant Act 1954;

"Permitted Use" means use of the Property for a recreation and playing field and not for any other purposes whatsoever;

"Plan" means the plan attached to this Lease marked "Plan";

"Property" means the land known as the playing field in the parish of Knapton Norfolk shown for identification purposes only edged in red on the attached plan;

"Rent Commencement Date" means 1st June 2020;

"Rent Payment Dates" means the first day of every June during the Term;

"Third Party Rights" means all rights, covenants and restrictions affecting the Property including the matters referred in the documents listed in Schedule 1;

"VAT" means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

- 1.2 A reference to this **lease**, except a reference to the date of this Lease or to the grant of this Lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.
- 1.3 A reference to the **Landlord** includes a reference to the person entitled to the immediate reversion to this Lease. A reference to the **Tenant** includes a reference to its successors in title.
- 1.4 The expressions **landlord covenant** and **tenant covenant** each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
- 1.5 Unless the context otherwise requires, a reference to the **Property** is to the whole and any part of it.
- 1.6 A reference to the **term** is to the Contractual Term.
- 1.7 A reference to the **end of the term** is to the end of the term however it ends.
- 1.8 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.9 Unless otherwise specified, a reference to a statute or statutory provision or to any directive or legislative instrument of the European Union is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.10 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.

H.M. LAND REGISTRY

TITLE NUMBER

NK201652

ORDNANCE SURVEY
PLAN REFERENCE

COUNTY
NORFOLK

SHEET
TG3033 TG3034

NATIONAL GRID

SECTION

Scale: 1/1250

NORTH NORFOLK

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- 1.11 Any obligation on the Tenant not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.12 Unless the context otherwise requires, any words following the term **including, include, in particular, for example**, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or terms preceding those terms.
- 1.13 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.14 A reference to **writing** and **written** excludes fax and email.
- 1.15 Unless the context requires, references to clauses and Schedules are to the clauses and Schedules of this Lease and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.16 Clause, Schedule and paragraph headings shall not affect the interpretation of this Lease.
- 1.17 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.18 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.19 Unless expressly provided otherwise, the obligations and liabilities of the parties under this Lease are joint and several.

2 Acknowledgement

- 2.1 The Tenant acknowledges to the Landlord that any estate right and interest previously held or acquired by the Tenant in the Property in existence immediately prior to the date of this Lease has been surrendered by virtue of and in consideration of the grant of this Lease.

3 Grant

- 3.1 The Landlord lets the Property to the Tenant for the Contractual Term.
- 3.2 The grant is made excepting and reserving to the Landlord the rights set out in clause 4, and subject to the Third Party Rights.
- 3.3 The grant is made with the Tenant paying the following as rent to the Landlord:
 - 3.3.1 the Annual Rent and any VAT in respect of it; and
 - 3.3.2 all other sums due under this Lease.

4 Rights excepted and reserved

- 4.1 The following rights are excepted and reserved from this Lease to the Landlord (the "**Reservations**") 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 amenity for the Property provided that they do not materially affect the use and enjoyment of the Property for the Permitted Use:

- 4.1.1 the right to the exclusive possession of the Property for a total of six days per annum one of those days to be the Spring Bank Holiday Monday provided always that the Landlord gives sufficient notice of any date on which the Property might be required in order not to coincide with any pre-arranged fixture or match;
 - 4.1.2 the right to enter the Property to inspect the condition of the Property and for any other purpose mentioned in or connected with:
 - (i) this Lease;
 - (ii) the Reservations; or
 - (iii) the Landlord's interest in the Property;
 - 4.1.3 the exclusive right to all treasure or archaeological artefacts discovered on the Property.
- 4.2 The Reservations may be exercised by the Landlord and by anyone else who is or becomes entitled to exercise them, and by anyone authorised by the Landlord.
 - 4.3 The Tenant shall allow all those entitled to exercise any of the Reservations to enter the Property at any reasonable time and, except in the case of an emergency, after having given reasonable notice to the Tenant (which notice need not be in writing), with or without their workers, contractors, agents and professional advisors.
 - 4.4 No party exercising any of the Reservations, nor its workers, contractors, agents or professional advisors, shall be liable to the Tenant or other occupier of or person at the Property for any loss, damage, injury, nuisance or inconvenience arising by reason of the exercise of any of the Reservations except for:
 - 4.4.1 physical damage to the Property; or
 - 4.4.2 any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.

5 Third Party Rights

- 5.1 The Tenant shall comply with all obligations on the Landlord relating to the Third Party Rights insofar as those obligations relate to the Property and shall not do anything (even if otherwise permitted by this Lease) that may interfere with any Third Party Rights.
- 5.2 The Tenant shall allow the Landlord and any other person authorised by the terms of any of the Third Party Rights to enter the Property in accordance with its terms.

6 Annual Rent and other payments

- 6.1 The Tenant shall pay the Annual Rent and any VAT in respect of it in advance on or before the Rent Payment Dates. The first payment to be made on the Rent Commencement Date.

6.2 The Tenant shall pay the costs and expenses (assessed on a full indemnity basis) of the Landlord, including any solicitors' or other professionals' costs and expenses and whether incurred during or after the end of the term, in connection with or in contemplation of the enforcement of the tenant covenants of this Lease and with any consent applied for in connection with this Lease and the preparing and serving of 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.

7 Insurance

7.1 The Tenant shall at its own expense procure and maintain insurance to cover both themselves and the Landlord in respect of any action claim or demand by any person arising out of the Tenant's use of the Property, and all third party liability risks in relation to the Property with an insurance company approved by the Landlord to provide cover in respect of each and every claim of not less than £1 million or such higher sum as the Landlord may from time to time direct in writing. The Tenant shall supply to the Landlord a copy of the insurance policy together with a receipt or other evidence of payment of the latest premium due under it.

8 VAT

8.1 All sums payable by the Tenant are exclusive of any VAT that may be chargeable.

9 Use, repairs and alterations

9.1 The Tenant shall not use the Property for any purpose other than the Permitted Use.

9.2 The Tenant shall not:

9.2.1 use the Property for any purpose or in any manner that is illegal, hazardous or dangerous, or would cause loss, damage, injury, nuisance or inconvenience to the Landlord, any other tenants of the Landlord or any other owner or occupier of neighbouring property;

9.2.2 make any alterations or additions which merge the Property into any adjoining premises;

9.2.3 do anything to or on the Property that invalidates or may invalidate, in whole or in part, any insurance effected by the Landlord in respect of the Property;

9.2.4 obstruct any public road, footpath, right of way or any means of access to the Property;

9.2.5 use the Property for landfill or for the storage, treatment, incineration, recovery or disposal of waste;

9.2.6 without the Landlord's prior written approval, fell or remove any trees or hedges on the Property.

9.2.7 park or use or allow to be used any motor cycles bicycles or any other vehicle or motor vehicles on any part of the Property except such vehicle as may be necessary for the maintenance of the Property

- 9.2.8 allow any dogs or other animals onto the Property and to provide adequate notice to this effect on the Property
 - 9.2.9 to allow any person other than the members of the Mundesley and District Recreation Association and their guests visitors friends and invitees to use the Property for any purpose and in particular without the previous written consent of the Landlord
- 9.3 The Tenant shall keep the Property and, at the end of the Term, leave the Property, clean, tidy and clear of rubbish and shall keep and leave clean and in good repair, order and condition and free from obstruction all pipes, conduits, field drains, fences and hedges on the Property.
- 9.4 The Tenant shall be responsible for the proper maintenance of the Property including but not limited to topping, harrowing, rolling, spiking, weed management, trimming along the fence lines, and all other management of the Property which maintains the appearance to the reasonable satisfaction of the Landlord provided that there shall be no obligation on the Tenant to put and keep the Property in any better condition than exists at the date hereof.
- 9.5 The Tenant shall not damage or make any opening in the boundary structure of the Property or make any alteration or addition to the Property or install or erect any equipment, buildings or other structures on the Property without the Landlord's prior written consent. The Tenant shall, at the Landlord's request and at the Tenant's cost, remove the Tenant's installations and erections at the end of the term and make good any damage caused to the Property by that removal.
- 9.6 The Tenant shall be responsible for the repair replacement and maintenance of fencing forming part of the Property provided that there shall be no obligation on the Tenant to put and keep the fencing in any better condition than exists at the date hereof.
- 9.7 The Tenant shall take down or replace (as applicable) any fencing added, removed or relocated in accordance with the Permitted Use of the Property so that at the end of the Term the location of all fences are in the original positions and to the reasonable satisfaction of the Landlord.
- 9.8 The Tenant shall be responsible for waste management including regular clearance of the Property and shall not allow any waste or debris to accumulate or escape on to any adjoining land or to create any nuisance to others.

10 Environmental matters

- 10.1 The Tenant covenants with the Landlord during the term:

- 10.1.1 to comply with all requirements of Environmental Law and to obtain and to comply with all Environmental Permits insofar as they are necessary for the operation of the business of the Tenant or the state and use of the Property;
- 10.1.2 not to discharge or cause or permit to be discharged any Hazardous Substances or waste into any surface water, groundwater, land or drain at the Property;

- 10.1.3 to clean up immediately any spills, release, leakage, seepage or escape of Hazardous Substances at or around the Property and to notify immediately the Landlord in respect of any such spills;
- 10.1.4 to carry out clean up works to the reasonable satisfaction of the Landlord if any spills at or around the Property were caused or permitted by any act or omission of the Tenant or its employees, contractors or agents;
- 10.1.5 to indemnify the Landlord against any losses, actions, claims, costs, expenses, damages, liabilities, charges, judgements and demands suffered or incurred by the Landlord arising directly or indirectly by reason of breach by the Tenant of its obligations under clauses 10.1.1 to 10.1.5.

11 Compliance with laws

- 11.1 The Tenant shall comply with all laws relating to:
 - 11.1.1 the Property and the use of the Property by the Tenant;
 - 11.1.2 the use of all service media and machinery and equipment at or serving the Property;
 - 11.1.3 any works carried out at the Property; and
 - 11.1.4 all materials kept at or disposed of from the Property.
- 11.2 Within five working days after receipt of any notice, order, direction or other formal communication affecting the Property or the Landlord's interest in the Property (and whether or not served pursuant to any law), the Tenant shall:
 - 11.2.1 inform the Landlord and allow the Landlord to copy the relevant document; and
 - 11.2.2 take all steps necessary to comply with the communication and take any other action in connection with it as the Landlord may reasonably require.
- 11.3 The Tenant shall not apply for any planning permission for the Property without the Landlord's consent.

12 Prohibition of dealings

- 12.1 The Tenant shall not assign, underlet, charge, part with or share possession or share occupation of this Lease or the Property or hold the lease on trust for any person (except by reason only of joint legal ownership), or grant any right or licence over the Property in favour of any third party.

13 Returning the Property to the Landlord

- 13.1 At the end of the term, the Tenant shall return the Property to the Landlord in the repair and condition required by this Lease and remove from the Property all chattels belonging to or used by the Tenant.
- 13.2 The Tenant irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels, fittings or items it has fixed to the Property and which have been left by the Tenant on the Property for more than ten working days after the end of the term. The Landlord shall not be liable to the Tenant by reason of that storage or

disposal. The Tenant shall indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

13.3 If the Tenant does not comply with its obligations in this clause 13 then, without prejudice to any other right or remedy of the Landlord, the Tenant shall pay the Landlord an amount equal to the Annual Rent at the rate reserved immediately before the end of the term for the period that it would reasonably take to put the Property into the condition it would have been in had the Tenant performed its obligations under this clause 13. The amount shall be a debt due on demand from the Tenant to the Landlord.

14 Indemnity

14.1 The Tenant shall indemnify the Landlord and 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 Property and loss of amenity of the Property) suffered or incurred by the Landlord arising out of or in connection with:

- 14.1.1 the use of the Property in connection with the Permitted Use;
- 14.1.2 any breach of any tenant covenants in this Lease; or
- 14.1.3 any act or omission of the Tenant or any other person on the Property with the Tenant's actual or implied authority.

15 Exclusion of liability

15.1 The Landlord does not warrant that the Property may be used for the Permitted Use.

16 Landlord's covenant for quiet enjoyment

16.1 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 Landlord's and Tenant's Break

17.1 In this clause the following phrases have the following meanings:

17.2 "the Break Date" means the date specified in the Break Notice

17.3 "the Break Notice" means written notice from the Tenant to the Landlord or from the Landlord to the Tenant to terminate this Lease.

17.4 Either party may terminate this Lease on the Break Date by serving the Break Notice on the other party at least 365 days before the Break Date.

17.5 Following service of the Break Notice this Lease will terminate on the Break Date.

17.6 Termination of this Lease on the Break Date does not affect any other right or remedy that either party may have in relation to any earlier breach of this Lease.

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:
 - 18.1.1 any breach of any condition or tenant covenant of this Lease;
 - 18.1.2 an Act of Insolvency; or
 - 18.1.3 the death of the Tenant.
- 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. Any right or remedy of the Landlord in respect of any breach of the terms of this Lease by the Tenant will remain in force.

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.

20 Notices, consents and approvals

- 20.1 Except where this Lease specifically states that a notice need not be in writing, any notice given under or in connection with this Lease shall be:
 - 20.1.1 in writing and for the purposes of this clause an email is not in writing; and
 - 20.1.2 given by hand or by pre-paid first-class post or other next working day delivery service at the party's registered office address (if the party is a company) or (in any other case) at the party's principal place of business or residence.
- 20.2 If a notice complies with the criteria in clause 20.1, whether or not this Lease requires that notice to be in writing, it shall be deemed to have been received:
 - 20.2.1 if delivered by hand, at the time the notice is left at the proper address; or
 - 20.2.2 if sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting.
- 20.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 20.4 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this Lease.
- 20.5 Where the consent of the Landlord is required under this Lease, a consent shall only be valid if it is given by deed, unless:
 - 20.5.1 it is given in writing and signed by the Landlord or a person duly authorised on its behalf; and

- 20.5.2 it expressly states that the Landlord waives the requirement for a deed in that particular case.
If a waiver is given, it shall not affect the requirement for a deed for any other consent.
- 20.6 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:
- 20.6.1 the approval is being given in a case of emergency; or
 - 20.6.2 this Lease expressly states that the approval need not be in writing.
- 20.7 If the Landlord gives a consent or approval under this Lease, the giving of that consent or approval shall not imply that any consent or approval required from a third party has been obtained, nor shall it obviate the need to obtain any consent or approval from a third party.
- 20.8 Nothing in this Lease shall prohibit individual residents and their guests of the Parish of Knapton from having a free and unrestricted right of entry to the Property during daylight hours and for recreational purposes without animals as they wish
- 20.9 The parties agree that a member of Knapton Parish Council should serve on the Mundesley and District Recreation Association committee and the Mundesley and District Recreation Association shall make provision in its constitution to this effect.

21 Rights of third parties

- 21.1 A person who is not a party to this Lease shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Lease.

22 Governing law

- 22.1 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.

23 Jurisdiction

- 23.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Lease or its subject matter or formation (including non-contractual disputes or claims).

24 Exclusion of sections 24 to 28 of the LTA 1954

- 24.1 The parties confirm that:

- 24.1.1 before the grant of this Lease the Landlord served on the Tenant a notice in the form set out in schedule 1 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 ("2003 Order");
- 24.1.2 the Tenant made a statutory declaration in the form set out in paragraph 8 of schedule 2 to the 2003 Order.

24.2 The Landlord and the Tenant agree pursuant to section 38A(1) Landlord and Tenant Act 1954 that sections 24 to 28 of the LTA 1954 are excluded in relation to the tenancy created by this Lease.

This Lease has been entered into on the date stated at the beginning of it.

Schedule 1

Tenant to comply with title matters (clause 5)

The stipulations and covenants affecting the freehold title to the Property as at the date of this Lease

Signed by Peter Neatherway
Chairman of Knapton Parish Council
pursuant to a resolution dated

2020

in the presence of:-

Witness signature: 

Name: G. NEATHERWAY

Address: 11 LAWN CLOSE, KNAPTON, NR28 0SD

Signed by Patrick Lee
Vice -Chairman of Knapton Parish Council
pursuant to a resolution dated

2020

in the presence of:-

Witness signature: 

Name: G. NEATHERWAY

Address: 11 LAWN CLOSE KNAPTON, NR28 0SD

Signed as a deed by and on behalf of
Mundesley and District Recreation Association
By Graham Quinton and Ceri Quinton being
two of the trustees of that body under an
authority conferred pursuant to Section 333
of the Charities Act 2011 in the presence of:-

Witness signature:

Name:

Address: