

- LR1. **Date of lease**
- LR2. **Title number(s)**
- LR2.1 **Landlord's title number(s)**  
CL264481
- LR2.2 **Other title numbers**  
*[Insert existing title number(s) against which entries of matters referred to in LR9., LR10., LR11. and LR13. are to be made.]*
- LR3. **Parties to this lease**  
**Menheniot Parish Council** of Lambest Cottage, Menheniot, Cornwall PL14 3RE (Landlord)  
**Keith Goldsmith** of 2 Cowling Gardens, Menheniot, Liskeard, Cornwall PL14 3QJ and **Ian Harris** of Ardmore, Menheniot, Liskeard, Cornwall PL14 3QY as **Trustees of The Menheniot Sports Association** (Tenant)
- LR4. **Property**  
**In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.**  
All that parcel of land forming part of Menheniot Parish Recreational Field
- LR5. **Prescribed statements etc**  
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**  
Nil
- 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**  
Set out in Schedule 1.
- LR11.2 **Easements granted or reserved by this lease over the Property for the benefit of other property**  
Set out in Schedule 2.
- LR12. **Estate rentcharge burdening the Property**  
None.
- LR13. **Application for standard form of restriction**  
None.

THIS LEASE is made between the parties referred to in clause LR3. and the provisions that follow have effect subject to the provisions contained, and terms used, in clauses LR1. to LR13.

THIS LEASE is made on \_\_\_\_\_ day of \_\_\_\_\_ 2022

## **PARTIES**

- 1 **Menheniot Parish Council** of Lambest Cottage, Menheniot, Cornwall PL14 3RE (the **Landlord**)
- 2 **Keith Goldsmith** of 2 Cowling Gardens, Menheniot, Liskeard, Cornwall PL14 3QJ and **Ian Harris** of Ardmore, Menheniot, Liskeard, Cornwall PL14 3QY as **Trustees of The Menheniot Sports Association** (the **Tenant**)

THIS DEED provides:

- 1 **Definitions and interpretation**
- 1.1 **Definitions**
- In this Lease: **1954 Act** means the [Landlord and Tenant Act 1954](#);
- 1995 Act** means the [Landlord and Tenant \(Covenants\) Act 1995](#);
- Adjoining Conduits** means the pipes, sewers, drains, mains, ducts, conduits, gutters, watercourses, wires, cables, channels, flues and all other conducting media—including plant or fixtures and fittings and other ancillary appa-

ratus—that serve the Premises and are in, on, over or under any Adjoining Property of the Landlord;

**Adjoining Property of the Landlord**

means each and every part of the land neighbouring or adjoining the Premises in which the Landlord has or during the term acquired an interest or estate and the land comprised in Title No. CL264481;

**Association**

means The Menheniot Sports Association;

**Conduits**

means the pipes, sewers, drains, mains, ducts, conduits, gutters, watercourses, wires, cables, channels, flues and all other conducting media—including plant or fixtures and fittings and other ancillary apparatus—that are in, on, over or under the Premises;

**Contractual Term**

means 21 years commencing on and including the date of his Lease;

**Development**

means development as defined by the [Town and Country Planning Act 1990 Section 55](#);

**Grounds**

means any part of the Premises that is not built on;

**Interest**

3% above Lloyds Bank Plc base lending rate prevailing at the time;

**Insured Risk**

means the risks of loss or damage by fire, storm, tempest, earthquake, lightning, explosion, riot, civil commotion, malicious damage, terrorism, impact by vehicles and by aircraft and articles dropped from aircraft, flood damage and bursting and overflowing of water pipes and tanks and any other risks (whether or not of the same nature) that the Landlord reasonably decides to insure against from time to time subject to such excesses, exclusions or limitations as the insurers require;

**Operational Covenants**

the covenants set out in Schedule 3;

**Permitted Use**

means use as a public recreational field and playing ground and all weather multipurpose pitch;

**Plan**

means the plan attached to this Lease;

**Planning Acts**

means the [Town and Country Planning Act 1990](#) and all other legislation (whether primary or delegated in nature) for the time being in force relating to the control, design, development, occupation or use of land and buildings;

**Premises**

means the land forming part of Menheniot Playing Field, Menheniot, Liskeard, Cornwall shown for the purposes of identification edged red on the Plan;

**Rent**

means £10.00 per annum;

**Road**

means the road shown hatched black on the Plan;

**Term**

means the contractual term and any period of holding-over or extension or continuance of the contractual term whether by statute or common law;

**Uninsured Risks**

- means any risk or element of risk:
- (a) against which insurance cover is not generally available in the United Kingdom market for property such as the Premises or is available only on terms or subject to conditions making it unreasonable in all the circumstances to take out insurance against that risk or element of risk; or
  - (b) which is not insured against at the date damage or destruction occurs because of a condition imposed by the insurers;

**VAT**

means value added tax or any other tax of a similar nature and unless otherwise expressly stated all references to rents or other sums payable by the Tenant are exclusive of VAT; and

**Working Day**

means any day that is not a Saturday or a Sunday or a bank holiday in England and Wales.

**1.2 Interpretation**

1.2.1 The expression 'Premises' includes:

- (a) all buildings, erections, structures and plant, equipment and fixtures on the Premises from time to time;
- (b) the fences or walls or hedges or dividing the Premises from Adjoining Property of the Landlord;
- (c) all permitted additions and alterations to the Premises;
- (d) the Conduits;
- (e) wherever the circumstances of its use means it is suitable, any part or parts of the Premises,

1.2.2 The expression 'Landlord' includes the person or persons from time to time entitled to possession of the Premises when this Lease comes to an end.

- 1.2.3 The expression 'Tenant' includes any person who is for the time being bound by the tenant covenants of this Lease.
- 1.2.4 Unless expressly stated to the contrary, the expression 'this Lease' includes any document supplemental to or collateral with this document or entered into in accordance with this document.
- 1.2.5 References to 'consent of the Landlord' or words to similar effect are references to a prior written consent signed by or on behalf of the Landlord and references to the need for anything to be 'approved by the Landlord' or words to similar effect are references to the need for a prior written approval by or on behalf of the Landlord.
- 1.2.6 References to 'the last year of the Term' are references to the actual last year of the Term however it determines and references to the 'end of the Term' are references to the end of the Term whenever and in whatever manner it determines.
- 1.2.7 References to 'losses' are references to liabilities, awards of damages or compensation, penalties, charges, costs, disbursements and expenses arising from any claim, demand, action or proceedings.
- 1.2.8 Where any party to this Lease for the time being comprises two or more persons, obligations expressed or implied to be made by or with that party are deemed to be made by or with the persons comprising that party jointly and severally.
- 1.2.9 Words that indicate one gender include all other genders, words that indicate the singular include the plural and vice versa and words that indicate persons shall be interpreted as extending to a corporate body or a partnership and vice versa.
- 1.2.10 The clause, paragraph and schedule headings do not form part of this Lease and shall be ignored in its construction.
- 1.2.11 Any reference in this Lease to a clause, paragraph or schedule without further designation is to be construed as a reference to the clause, paragraph or schedule of this Lease so numbered.
- 1.2.12 General words introduced by the word 'other' do not have a restrictive meaning even where preceded by words indicating a particular class of matters.
- 1.2.13 Any covenant by the Tenant not to do anything includes an obligation not to permit or suffer that thing to be done by another person where the Tenant is aware that the thing is being done.

- 1.2.14 Any covenant by the Tenant to do anything includes an obligation not to waive the obligation of another person to do that thing.
- 1.2.13 References to any right of the Landlord to have access to the Premises are to be construed as extending to any head landlord and any mortgagee of the Premises and to all persons authorised in writing by the Landlord and any head landlord or mortgagee including agents, professional advisers, contractors, workmen and others.
- 1.2.14 Unless expressly stated to the contrary, any reference to a specific statute includes any statutory extension or modification, amendment, consolidation or re-enactment of that statute and any regulations or orders made under it and any general reference to a statute includes any regulations or orders made under that statute.
- 1.2.15 Where the expressions 'landlord covenant', 'tenant covenant' or 'authorised guarantee agreement' are used in this Lease they are to have the same meaning as is given by the 1995 Act Section 28(1).

## 2 **Letting**

The Landlord lets the Premises to the Tenant with limited title guarantee, together with the rights specified in Schedule 1, but excepting and reserving to the Landlord the rights specified in Schedule 2 for the Contractual Term at the Rent subject to all covenants, easements, privileges, restrictions, rights and stipulations of whatever nature affecting the Premises.

## 3 **The Tenant's covenants**

The Tenant covenants with the Landlord to observe and perform the requirements of this clause 3.

- 3.1 The Tenant must pay the Rent by yearly payments in advance on the 1<sup>st</sup> January in each year;
- 3.2 The Tenant must not exercise or seek to exercise any legal or equitable right or claim to withhold or to make any deduction or set off in relation to the Rent and other payments due under this Lease unless required to do so by law.
- 3.3 The Tenant must pay on demand and must indemnify the Landlord against:
- 3.3.1 all rates, taxes, assessments, duties, charges, financial impositions and outgoings that are now or may at any time during the Term be charged, assessed or imposed upon the Premises or upon the owner or occupier of them, provided that if the Landlord suffers any loss of rating relief that may be applicable to empty premises after the end of the Term because the relief has been allowed to the Tenant in respect of any period before the end of the Term then the Tenant must make good that loss to the Landlord;

- 3.3.2 all VAT that may from time to time be charged on the Rent or other sums payable by the Tenant under this Lease; and
  - 3.3.3 all VAT incurred in relation to any costs that the Tenant is obliged to pay or in respect of which the Tenant is required to indemnify the Landlord under the terms of this Lease, except where that VAT is recoverable or available for set-off by the Landlord as input tax.
- 3.4 The Tenant must pay on demand, and must indemnify the Landlord against, the proportion reasonably attributable to the Premises of all rates, taxes, assessments, duties, charges, financial impositions and outgoings that are now or may at any time during the Term be charged, assessed or imposed upon the Premises and any other property (including Adjoining Property of the Landlord) or on its owners or occupiers.
- 3.5 The Tenant must pay to the suppliers, and indemnify the Landlord against, all charges for electricity, water, foul and surface water drainage, gas, telecommunications, internet, data communications and other services consumed or used at or in relation to the Premises (including meter rents and standing charges) and must comply with the lawful requirements and regulations of their respective suppliers.
- 3.6 Where the use of any of the Conduits or any boundary structures or other things is common to the Premises and any adjoining or neighbouring premises other than Adjoining Property of the Landlord, the Tenant must be responsible for, and indemnify the Landlord against, all sums due from the owner, tenant or occupier of the Premises in relation to those Conduits, boundary structures or other things and must undertake all work in relation to them that is the Tenant's responsibility.
- 3.7 The Tenant must:
  - 3.7.1 repair the Premises and keep them in good condition and repair;
  - 3.7.2 maintain the Conduits and fixtures comprising part of the Premises and keep them in proper working order;
  - 3.7.3 replace from time to time the Conduits and any fixtures comprising part of the Premises that become beyond economic repair at any time during or at the end of the Term;
  - 3.7.4 keep the Premises clean and tidy and clear of all rubbish;
  - 3.7.5 not cause Adjoining Property of the Landlord or any other land, roads or pavements abutting the Premises to be untidy or dirty—this obligation includes but is not restricted to the depositing of refuse or other materials on them;
- 3.8 The Tenant:
  - 3.8.1 must not make any additions or alterations;

- 3.8.2 must not cut down or injure any trees, plants, bushes or hedges or remove from the Premises any soil, clay, sand or other materials or make any excavations without the Landlord's consent;
- 3.8.3 must agree the method of weed control with the Landlord;
- 3.8.4 must not make any connection with the Conduits except in accordance with plans and specifications approved by the Landlord.
- 3.9 The Tenant must not erect any pole or mast or other apparatus on the Premises relating to electronic, wireless or mobile communications except to the extent required for serving the business carried on by the Tenant from the Premises in accordance with the terms of this Lease and then only with the consent of the Landlord.
- 3.10 The Tenant must:
  - 3.10.1 comply in all respects with the requirements of and carry out all works and provide and maintain all arrangements on or in respect of the Premises or the use to which they are being put under any statutes and any other obligations imposed by law or by any byelaws from time to time applicable to the Premises or the trade or business for the time being carried on there regardless of whether the requirements or obligations are imposed on the owner, the occupier or any other person;
  - 3.10.2 not do in, on or near the Premises anything by reason of which the Landlord may incur any losses under any statute or obligation imposed by law or bye-law.
- 3.11 The Tenant must:
  - 3.11.1 allow the Landlord on reasonable notice to enter the Premises to ascertain whether or not the covenants and conditions of this Lease have been observed and performed.
  - 3.11.2 carry out the works specified in a Notice to Repair immediately, including making good any opening up that revealed a breach of the terms of this Lease; and
  - 3.11.3 if within one month of the service of a Notice to Repair the Tenant has not started to execute the work referred to in that notice (or is not proceeding diligently with it) or if the Tenant fails to finish the work within two months, or if in the Landlord's opinion the Tenant is unlikely to finish the work within that period, permit the Landlord to enter the Premises to execute the outstanding work, and must within 14 of a written demand pay to the Landlord as a debt the cost of so doing and all associated expenses incurred by the Landlord, including legal costs and surveyor's fees.

- 3.12 The Tenant must not:
- 3.12.1 hold the Premises on trust for another;
  - 3.12.2 part with or share possession of the Premises or any part of the Premises or permit another to occupy them or any part of them;
  - 3.12.3 assign, sublet or charge the whole or part only of the Premises;
- 3.13 The Tenant must not:
- 3.13.1 use the Premises other than for the Permitted Use;
  - 3.13.2 use the Premises for any auction sale, any dangerous, noxious, noisy or offensive trade, business, manufacture or occupation or any illegal act or purpose;
  - 3.13.3 use the Premises as sleeping accommodation or for residential purposes or keep any animal, bird or reptile on them; or
  - 3.13.4 do anything on the Premises or allow anything to remain on them that may be or become or cause a nuisance or annoyance, disturbance, inconvenience, injury or damage to the Landlord or its tenants or the owners or occupiers of adjacent or neighbouring premises.
- 3.14 The Tenant must pay to the Landlord on an indemnity basis all costs, fees, charges, disbursements and expenses—including those payable to counsel, solicitors, surveyors and enforcement agents—properly and reasonably incurred by the Landlord in relation to or incidental to:
- 3.14.1 every application made by the Tenant for a consent or licence required by the provisions of this Lease, whether the application is granted, refused or offered subject to any qualification or condition or the application is withdrawn unless the refusal, qualification or condition is unlawful either because it is unreasonable or otherwise;
  - 3.14.2 the contemplation, preparation and service of a notice under the [Law of Property Act 1925 Section 146](#);
  - 3.14.3 the recovery or attempted recovery of arrears of rent or other sums due under this Lease; and
  - 3.13.4 any other steps taken in contemplation of or in direct connection with the enforcement of the covenants on the part of the Tenant contained in this Lease whether during or after the end of the Term including the preparation, service and negotiation of schedules of dilapidations.
- 3.15 The Tenant must:
- 3.15.1 observe and comply with the provisions and requirements of the Planning Acts affecting the Premises and their use and must indemnify the Landlord and keep the Landlord indemnified, both during the Term and following the

- end of it, against all losses in respect of any contravention of the Planning Acts;
- 3.15.2 not make any application for planning permission without the consent of the Landlord, whose consent may not be unreasonably withheld or delayed;
  - 3.15.3 at the Tenant's own expense obtain any planning permissions and serve any notices that may be required to carry out any Development on or at the Premises;
  - 3.15.4 pay and satisfy any charge or levy that may subsequently be imposed under the Planning Acts in respect of the carrying out or maintenance of any Development on or at the Premises;
  - 3.15.5 not, despite any consent that may be granted by the Landlord under this Lease, carry out any Development on or at the Premises without the Landlord's consent;
  - 3.15.6 where a condition of any planning permission granted for Development begun before the end of the Term requires works to be carried out to the Premises by a date after the end of the Term, (unless the Landlord directs otherwise) finish those works before the end of the Term; and
  - 3.15.7 provide, in any case where a planning permission is granted subject to conditions (and if the Landlord so requires) sufficient security for the Tenant's compliance with the conditions and must not implement the planning permission until that security has been provided; and
  - 3.15.8 if required by the Landlord to do so, but, at the Tenant's own cost, appeal against any refusal of planning permission or the imposition of any conditions on a planning permission relating to the Premises following an application for planning permission by the Tenant.
- 3.16 If so requested, the Tenant must produce to the Landlord any plans, documents and other evidence the Landlord reasonably requires in order to satisfy itself that the provisions of the Lease have been complied with;
- 3.17 The Tenant must keep the Landlord fully indemnified against all losses that are directly or indirectly caused as a consequence of any act, omission or negligence of the Tenant or any persons at the Premises expressly or impliedly with the Tenant's authority and under the Tenant's control or any breach or non-observance by the Tenant of the covenants, conditions or other provisions of this Lease or any of the matters to which this letting is subject.
- 3.18 At any time during the Term, the Tenant must permit viewing of the Premises at reasonable times of the day by prospective buyers of the Landlord's interest in the Prem-

ises or of any other interest superior to the Term who are accompanied by or have the prior written authority of the Landlord or the Landlord's agents.

3.19 The Tenant must not permit any easements or other rights to be acquired in relation to the Premises and if any encroachment is made or any other action is taken or in either case attempted by a third party that may result in the acquisition of an easement or other right the Tenant must:

3.19.1 notify the Landlord in writing as soon as is reasonably practicable; and

3.19.2 take such action as the Landlord requires to prevent that acquisition.

3.20 By the end of the Term, the Tenant must have removed:

3.20.1 all tenant's and trade fixtures and fittings and all signs installed at the Premises; and

3.21.2 at least 3 months beforehand all additions, alterations or other works permitted by this Lease

. in each instance having made good any damage caused by the removal and restored the Premises to the condition they were in prior to the installation of the items or implementation of the works concerned.

3.21 At the end of the Term, the Tenant must:

3.21.1 give back the Premises to the Landlord with vacant possession and hand over to the Landlord all keys and security devices or access codes relating to the Premises;

3.21.2 give back the Premises to the Landlord decorated and repaired in accordance with and in the condition required by the provisions of this Lease; and

3.21.3 hand over to the Landlord any statutory registers or records maintained by the Tenant in relation to the Premises including in particular (but without restriction) any health and safety files

3.22 If, after the Tenant has vacated the Premises at the end of the Term, any property of the Tenant remains in or on the Premises and the Tenant fails to remove it within four weeks after a written request from the Landlord to do so (or, if the Landlord is unable to make such a request to the Tenant, within two from the first attempt to make it) then:

3.22.1 the Landlord may, as the agent of the Tenant, sell that property, paying the net sale proceeds after deduction of associated costs to the Tenant;

3.22.2 if, having made reasonable efforts to do so, the Landlord is unable to locate the Tenant, then the Landlord may retain the net proceeds of sale absolutely unless the Tenant claims them within two weeks of the date upon which the Tenant vacated the Premises;

- 3.22.3 the Tenant must indemnify the Landlord against any losses incurred by the Landlord in relation to any third party whose property is sold by the Landlord in the mistaken belief held in good faith (which is to be presumed unless the contrary is proved) that the property belonged to the Tenant.
  - . In any event the Tenant must indemnify the Landlord against any damage occasioned to the Premises and any losses and any other liability, loss, cost or expense caused to the Landlord by or related to the presence of the property in or on the Premises.
- 3.23 The Tenant must pay Interest on Rent or other sums due under this Lease from the date which they have become due. Nothing in this clause entitles the Tenant to withhold or delay any payment of the Rent or any other sum due under this Lease or affects the rights of the Landlord in relation to any non-payment.
- 3.24 The Tenant must give notice in writing as soon as is reasonably practicable to the Landlord of:
  - 3.24.1 any notice, claim, direction, order or proposal relating to the Premises received by the Tenant or of which the Tenant becomes aware;
  - 3.24.2 any defect or disrepair in the Premises that might give rise to an obligation on the Landlord to do or refrain from doing anything in order to comply with the provisions of this Lease or any duty of care imposed on the Landlord whether under statute or otherwise.
- 3.25 The Tenant must ensure that at all times the Landlord has written notice of the name, home address and home and mobile telephone numbers of at least one person who hold keys and security devices or access codes to the Premises who can be contacted in the event of an emergency for the purposes of obtaining access.
- 3.26 The Tenant must observe and perform the Operational Covenants.
- 3.27 The Tenant must permit the Landlord to exercise any of the rights granted to the Landlord by virtue of the provisions of this Lease at all times during the Term without interruption or interference.
- 3.28 When making any application for consent or approval under this Lease, the Tenant must provide all the information that is required to enable the application to be considered.

#### 4 **The Landlord's covenants**

- . The Landlord covenants with the Tenant to permit the Tenant peaceably and quietly to hold and enjoy the premises without any interruption or disturbance from or by the Landlord or any person claiming under it or in trust for the Landlord.

#### 5 **Insurance**

- 5.1 The Tenant will at their own expense take out a policy of insurance against damage or destruction by the Insured Risk to the extent that such insurance may ordinarily be ar-

ranged for the property such as the Premises with a reputable insurer and a copy of the insurance policy and receipt of payment should be sent by the Tenant to the Landlord within seven days of the insurance policy having been taken out and after year subsequent renewal.

- 5.2 The Tenant shall also take out Public Liability Insurance and the sum insured shall not be less than five million pounds (£5,000,000) but such sum shall be subject to review by the Landlord and the Tenant every five years during the term and a copy of the insurance policy and receipt for payment should be sent to the Landlord within seven days of the insurance policy having been taken out on each renewal of the policy.

## 6. Forfeiture

- 6.1 If any of the events set out in clause 6.2 happen, the Landlord may at any time re-enter the Premises or any part of them and this Lease will then immediately end but without affecting the rights or remedies of any party in relation to breaches of the covenants or other terms of this Lease that have already occurred.
- 6.2 The events referred to in clause 6.1 are:
- 6.2.1 any of the Rent being outstanding for 28 days after becoming due, whether formally demanded or not;
  - 6.2.2 the Tenant breaching any covenant or other term of this Lease;
  - 6.2.3 the Tenant enters into an arrangement for the benefit of the Tenant's creditors;
  - 6.2.4 the Tenant becoming subject to any procedure for the taking of control of the Tenant's goods by another;
  - 6.2.5 on expiry of six months notice given in writing by the Tenant to surrender this Lease.

## 7. General

- 7.1 The operation of the [Law of Property Act 1925 Section 62](#) is excluded from this Lease. The only rights granted to the Tenant are those expressly set out in this Lease and the Tenant is not to be entitled to any other rights affecting Adjoining Property of the Landlord.
- 7.2 Each term of this Lease on the part of the Tenant is to remain in full force both at law and in equity even if the Landlord waives or releases that term on any occasion or waives or releases any similar term affecting Adjoining Property of the Landlord.
- 7.3 The Tenant is not to be entitled to the benefit of any covenant, agreement or condition entered into by any tenant of the Landlord in respect of Adjoining Property of the Landlord or the right to enforce or prevent the release or modification of any such covenant, agreement or condition.

- 7.4 If any term of this Lease is, in whole or in part, held to be illegal or unenforceable to any extent under any enactment or rule of law, that term or part shall to that extent be deemed not to form part of this Lease and the enforceability of the remainder of this Lease shall not be affected.
- 7.5 Nothing in this Lease or in any consent or approval granted by the Landlord under this Lease is to imply or warrant that the Premises may lawfully be used under the Planning Acts for the Permitted Use.
- 7.6 Any statutory right of the Tenant to claim compensation from the Landlord on vacating the Premises is excluded to the extent that the law allows.
- 7.7 The Landlord shall not be liable under its obligations contained in this Lease after the Landlord has assigned its interest in the Premises.
- 7.8 The Landlord and the Tenant agree that this Lease shall be exclusively governed by and interpreted in accordance with the laws of England and Wales and to submit to the exclusive jurisdiction of the English courts.
- 7.9 This Lease shall not operate to confer any rights on any third party and no person other than the parties to it may enforce any provision of this Lease by virtue of the [Contracts \(Rights of Third Parties\) Act 1999](#).
- 7.10 A notice under this Lease must be in writing and, unless the receiving party or their authorised agent acknowledges receipt, is valid if, and only if:
- 7.10.1 it is delivered to or left at the recipient's address or sent by special delivery post; and
- 7.10.2 it is served, where the receiving party is a company or limited liability partnership or limited partnership registered in the United Kingdom, at the registered office or principal place of business as appropriate or, where the receiving party is not such an entity:
- (a) in the case of the Landlord, at the address shown in this Lease or at any address specified in a notice given by the Landlord to the Tenant from time to time; and
- (b) in the case of the Tenant, at the Premises,
- and if the receiving party consists of more than one person, a notice to one of them is notice to all.
- 7.11 For the purposes of clause 8.11 a notice:
- 7.11.1 delivered or left at the recipient's address is to be treated as served at the time it is delivered or left; and
- 7.11.2 sent by special delivery post is to be treated as served on the third Working Day after posting,

in each instance on whatever date and whether or not it is actually received.

7.12 This Lease is a new tenancy for the purposes of the 1995 Act Section 1.

## **8. Option for Lease of Adjoining Premises**

The Parties agree as follows:

In this Clause the following terms shall have the following meanings:

Adjoining Premises:	the area edged red and hatched black marked "B" on the Plan
Lease	means the Lease of the adjoining premises;
Option Option Notice	means the Option granted by the Landlord to the Tenant in this clause; means a written notice exercising the Option in accordance with the terms of this Clause
Option Period	means the period from and including the date of this Lease up to and not including the date which is 10 years from the date of this Lease;

8.1 The Landlord hereby grants to the Tenant during the Option Period an option to take the Lease of the Adjoining Premises.

8.2 The Tenant may exercise the Option at any time during the Option Period by servicing the Option Notice on the Landlord provided that all sums due to the Landlord pursuant to this Lease have been paid and there are no outstanding material breaches of the Tenant's covenants in this Lease.

8.3 The Option Notice must:

- (a) be given in accordance with the provisions concerning the services of notices on the Landlord in this Lease; and
- (b) exercise the Option in respect of the whole of the Adjoining Premises and not in respect of part only

8.4 If the Option is exercised in accordance with the terms of this Clause the Landlord will grant to the Tenant and the Tenant will accept for the Lease of the Adjoining Premises.

8.5 The Lease shall:

- (a) include all of the terms, requirements, covenants and conditions contained in this Lease except to the extent that they are inconsistent with the proposed use of the adjoining premises;
- (b) be between the Landlord and Tenant;
- (c) be for a term expiring on the term of this Lease;
- (d) the new Lease shall be completed as soon as reasonably possible at the offices of the Landlord's Solicitor or at other such place as the Landlord shall reasonably require;

8.6 There should be no further option to extend the Lease at the determination of the Lease.

**IN WITNESS** whereof Jeremy Tucker the Chairman and John Hesketh the Clerk to the Menheniot Parish Council have set their hands and signed the Lease and the Trustees of Menheniot Sports Association have set theirs hands and signed the Counterpart Lease as a deed the day and year first before written.

**Schedule 1**  
**The rights granted**

The following rights are granted to the Tenant:

- 1 the right, subject to temporary interruption for repair, alteration or replacement, to the free passage and running of all services to and from the Premises through the appropriate Adjoining Conduits, in common with the Landlord and all other persons having a like right; and
2. the right of subjacent and lateral shelter and protection for the Premises from Adjoining Property of the Landlord.

**Schedule 2**  
**The rights excepted and reserved**

The following rights are excepted and reserved to the Landlord<sup>9</sup>:

1. the right for the Landlord and all persons especially or by implication authorised by the Tenant and in common with the Landlord and all other persons having a like right to pass and repass over and along the Road for all purposes and at all times;
2. the right to the free and uninterrupted passage and running of all appropriate services and supplies from and to Adjoining Property of the Landlord in and through the appropriate Conduits and through any structures of a similar use or nature that may at any time be constructed in, on, over or under the Premises as permitted by paragraph 3;
3. the right to construct and to maintain in, on, over or under the Premises at any time during the Term any pipes, sewers, drains, mains, ducts, conduits, gutters, watercourses, wires, cables, laser optical fibres, data or impulse transmission, communication or reception systems, channels, flues and all other conducting media—including plant or fixtures and fittings and other ancillary apparatus—for the benefit of Adjoining Property of the Landlord subject to the Landlord taking reasonable steps:
  - 3.1 to ensure that works do not have a materially adverse effect upon the business carried out by the Tenant from the Premises; and
  - 3.2 to limit any interference with the Tenant's use and occupation of the Premises, and making good any resulting damage to the Premises or items at the Premises belonging to the Tenant;
4. all rights of light and air to the Premises that now exist or that might otherwise be acquired over any other land;

5. the right of subjacent and lateral shelter and protection for Adjoining Property of the Landlord from the Premises;
6. the right to enter (or in emergency to break into and enter) the Premises at any time during the Term on reasonable notice except in emergency when such notice as is reasonably practicable must be given to:
  - 6.1 inspect and measure the Premises;
  - 6.2 inspect, clean, connect to, lay, repair, remove, replace with others, alter or execute any works whatever to or in connection with the conduits, rights, services or supplies referred to in paragraphs 2 and 3;
  - 6.3 carry out work of any kind to Adjoining Property of the Landlord or any other buildings;
  - 6.4 carry out work or do anything whatever that the Landlord is obliged to do under this Lease;
  - 6.5 carry out insurance valuations;
  - 6.6 take inventories of fixtures and other items to be handed back at the end of the Term; and
  - 6.7 exercise any of the rights granted or reserved to the Landlord elsewhere in this Lease;
7. the right at any time to build, demolish, rebuild, alter, raise the height of, extend downwards or otherwise redevelop any building on Adjoining Property of the Landlord in such manner as the Landlord thinks fit, even if doing so obstructs, affects or interferes with the amenity of or the access to the Premises or the passage of light and air to the Premises subject to the Landlord taking reasonable steps:
  - 7.1 to ensure that works do not have a materially adverse effect on the business carried out by the Tenant from the Premises; and
  - 7.2 to limit any interference with the Tenant's use and occupation of the Premises,
    - . and making good any resulting damage to the Premises or items at the Premises belonging to the Tenant;
8. the right to underpin and shore up the Premises in connection with the works described in paragraph
9. for the purposes of exercising any of the rights granted or reserved to the Landlord in this Lease, the right to bring plant and other ancillary equipment onto the Premises and the right to place ladders or erect scaffolding on the Premises .

**Schedule 3**  
**The Operational Covenants**

- 1 The Tenant must:
  - 1.1 not allow any persons other than members, guests and employees of the Association to use the Premises for any purpose and in particular (but without limitation) not without the consent of the Landlord to invite or allow the general public to enter the Premises;

- 1.2 keep the gates of the Premises locked when the Premises are not in actual use by members of the Association;
  - 1.3 not permit any vehicles belonging to the Tenant or to the members, guests and employees of the Association to be parked on the Road.
- 2 The Tenant must not:
- 2.1 keep on the Premises any plant, equipment and machinery except to the extent required for serving the business carried on by the Tenant from the Premises in accordance with the terms of this Lease;
  - 2.2 store on the Premises or bring onto them any dangerous substances as defined by the Fire Safety Regulations; or
- 3 The Tenant must not overload the Conduits or take any other action or discharge into the Conduits anything that may:
- 3.1 harm the environment or human health or otherwise cause pollution or contamination;
  - 3.2 corrode or otherwise harm the Conduits; or
  - 3.3 cause an obstruction or deposit in the Conduits or cause them to function less efficiently than they should.
- 4 The Tenant must:
- 4.1 manage and maintain the Premises including the all weather and multipurpose pitch in good repair and condition at all time and the costs of relaying or maintaining the Premises as a whole is to be met fully by the Tenant;
  - 4.2 to keep the Road and the parking spaces thereon in good and clean condition and free from weeds and for the avoidance of doubt the costs of maintaining the road will be met fully by the Tenant;
  - 4.3 not to obstruct the Road in respect of the use of the Road by the Landlord and others entitled to use the same;
  - 4.4 to keep the Premises well drained and in good condition and free from weeds at all times subject to the Tenant obtaining the consent of the Landlord as to the method of weed control;
  - 4.5 maintain all the hedges, ditches, fences and gates in good repair and condition;
  - 4.6 not store anything on the Premises or bring anything onto them that is or might become untidy, unclean, unsightly or in any way detrimental to the Premises or the area generally;
  - 4.7 not to deposit any waste, rubbish or refuse on the Premises;
  - 4.8 not use the Premises for the parking or storing of any vehicle, caravan or movable dwelling except for the parking of vehicles belonging to members, guests and employees of the Association and visitors to the Premises.

- 4.9 not to use or permit the use of the Premises for the parking of commercial vehicles with like commercial vehicles or otherwise except the commercial or other vehicles that are permitted to transport materials that will be necessary to maintain the pitch and ancillary facilities;
- 4.10 not to carry out or permit to be carried out any repairs to any motor vehicles on the Premises;
- 4.11 motor vehicles are not to be parked on any part of the Premises other than the parking spaces that are to be provided along the side of the Road;
- 4.12 Only to use the Multi Use Games Area between the hours of 8.00 am and 9.30 pm. All other areas (including road access) can be used at any time;
- 4.13 Not to permit flood lighting to be used before 3.00 pm or after 9.30 pm at any time

5. The Tenant must not load or unload any vehicle unless it is in an area that has been designated for that purpose.

**SIGNED** as a Deed by the :  
 said **JEREMY TUCKER** on behalf : .....  
 of Menheniot Parish Council :  
 in the presence of :

Witness Signature .....

Witness Name (block capitals).....

Witness Address: .....

.....

**SIGNED** as a Deed by the :  
 said **JOHN HESKETH** on behalf : .....  
 of Menheniot Parish Council :  
 in the presence of :

Witness Signature .....

Witness Name (block capitals).....

Witness Address: .....

.....

**SIGNED** as a Deed by the :  
said **KEITH GOLDSMITH** on behalf : .....  
of Menheniot Sports Association :  
in the presence of :

Witness Signature .....

Witness Name (block capitals).....

Witness Address: .....

.....

**SIGNED** as a Deed by the :  
said **IAN HARRIS** on behalf : .....  
of Menheniot Sports Association :  
in the presence of :

Witness Signature .....

Witness Name (block capitals).....

Witness Address: .....

.....