

LEASE dated

Between

(1) 'THE LANDLORD' :

128 December 2019
BIDDESTONE VILLAGE HALL AND RECEPTION TRUST
(company no:09445502) whose registered office is at Field Farm, Biddestone, Chippenham, SN14 7DG and whoever for the time being owns the interest in the property which gives the right to possession of it when this lease ends

(2) 'THE TENANT'

JOHN RICHARD MARRINAN of 3 Hartham lane, Biddestone SN14 7EA and **HELEN KATHERINE BENTON** of 1 West View, Yatton Keynell SN14 7BH being officers of Biddestone Tennis Club

1. **IN** this lease:

1.1 '**INTEREST**' means a payment at four per cent per annum above the published base rate of Barclays Bank plc.

1.2 **A RIGHT** given to the Landlord to enter the property extends to anyone the Landlord authorises to enter and includes the right to bring workmen and appliances onto the property for the stated purpose

1.3 **AUTHORITY** given to a person to enter the property after giving notice, extends, if the circumstances justify it, to entry after giving less notice than specified or without giving any notice

2. **IN** exchange for the obligations undertaken by the Tenant:

2.1 **THE** Landlord lets the tennis courts at the Village Hall, Biddestone edged red on the attached plan (the property') to the Tenant for 7 years starting on the 1st January 2020 ('lease period') on the Tenant agreeing to pay £50 a month ('rent') payable in advance on the first day of every month

2.2 **THE** property is let with the rights mentioned in the 1st Schedule but the letting is subject to the rights mentioned in the 2nd Schedule

3. **THE** Tenant agrees with the Landlord:

3.1 **TO** pay the rent in advance on the first of each month, the first and last payments being proportionate sums if appropriate

3.2 **TO** pay interest on any rent paid more than fourteen days after it falls due

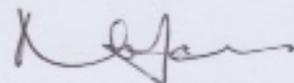
3.3 **TO** allow the Landlord on giving at least seven day's notice to enter the property to inspect the state of it.

3.4 **To** keep the property in good repair and condition

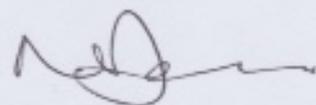
3.5 **TO** allow anyone who reasonably needs access in order to inspect, repair or clean neighbouring property, or any sewers, drain, pipes, wires or cables serving the neighbouring property, to enter the property at any reasonable time.

3.6 **NOT** to alter or add to the property nor to allow anyone else to do so except:

- (i) so as to perform an obligation imposed by this lease
- (ii) so as to comply with any statutory requirement



- 3.7 **NOT** to act in any way which will or may result in the insurance of the property being void or voidable or in the premium for it being increased nor to allow anyone else to do so
- 3.8 **NOT** to use the property or any part of it except for the playing of tennis and storage of belongings of the Tenant and tennis players.
- 3.9 **NOT** to use the property for:
activities which are dangerous, offensive, noxious, noisy, illegal or immoral, or which are or may become nuisance or annoyance to the Landlord or to the owner or occupier of any neighbouring property
- business activities but this shall not preclude the Tenant organising professional coaches to provide tuition provided this is ancillary to the permitted use. Whenever the Landlord so requires the Tenant shall provide full details of its arrangements with professional coaches and their arrangements with those receiving tuition
- 3.10 **TO** obtain the Landlord's consent to any signage
- 3.11 **NOT** to make any noise between the hours of 9pm and 9am.
- 3.12 **TO** pay for all electricity consumed at the property and pay one third of any standing charge incurred by the Landlord in providing electricity for the property and the Village Hall. The Tenant shall discharge this obligation within 14 days of the Landlord demanding payment with supporting evidence including meter readings.
- 3.13 **TO** permit non-members of Biddestone Tennis Club to play tennis at the property to comply with the charitable obligation of the Landlord that its grounds are available for all in the area of benefit. The Tenant may stipulate terms governing how non-members can exercise this right with the Landlord's prior approval of such terms.
- 3.14 (a) **TO** comply with the terms of any Act of Parliament regulation, licence or registration authorising or regulating how the property is used
(b) To do everything necessary to obtain, continue and renew any licence or registration required by law for using the property for the use allowed, including paying all fees
- 3.15 **TO** give the Landlord promptly a copy of any notice received concerning the property or neighbouring property
- 3.16 **NOT** to assign, sublet, share or part with possession of any part of the property
- 3.17 **NOT** to use the property for the consumption of alcohol or social functions
- 3.18 **TO** observe any regulations made from time to time relating to use of the Village Hall, being all the land comprised in Title No: WT218780 other than the property (the Landlord's property') and to treat with respect all parts of the Landlord's property used by the Tenant, not damaging them and keeping them clean and tidy.
- 3.19 **TO** insure against public liability and to insure the contents of the property
- 3.20 **WHEN** the lease period ends to return possession of the property to the Landlord leaving the property in the state in which this lease requires the Tenant to keep it
- 3.21 **TO** pay all expenses (including solicitors' and surveyors' fees) which the Landlord incurs in preparing and service:
(i) a notice under Section 146 of the Law of Property Act 1925 even if forfeiture is avoided without a court order



- (ii) a schedule of dilapidations recording failure to give up possession of the property in the appropriate state of repair when this lease ends
4. **THE** Landlord agrees with the Tenant:
- TO** allow the Tenant to possess and use the property without interference from the Landlord, anyone who derives title from, or any trustee for, the Landlord or by title paramount
5. **THE** parties agree:
- 5.1 **THE** Landlord is entitled to forfeit this lease by entering any part of the property whenever the Tenant:
- (i) is twenty one days or more late in paying any rent, even if it was not formally demanded
 - (ii) has not complied with any obligation in this lease
 - (iii) when Biddestone Tennis Club has been wound up or become moribund
- The forfeiture of this lease does not cancel any outstanding obligation which the Tenant owes the Landlord
- 5.2 **DURING** any period when all or part of the property cannot be put to its accustomed use because of damage from an insured risk, the rent is cancelled or reduced as appropriate, unless or to the extent that the insurers do not pay under the policy because of something done, or not done, by the Tenant for which the Tenant is liable under this lease
- 5.3 **THE** rules as to the service of notices in section 196 of the Law of Property Act 1925 apply, as amended, to any notice given under this lease
- 5.4 **THE** Landlord and Tenant agree that the provisions of Section 24-28 inclusive of the Landlord and Tenant Act 1954 are excluded in relation to this tenancy and have complied with Section 38A of such Act
- 5.5 **THE** Tenant, here meaning John Richard Marrinan and Helen Katherine Benton, hold this lease on behalf of Biddestone Tennis Club. They shall only be liable for any tenant breach to the extent of any assets they hold on behalf of such club and shall incur no personal liability

THE FIRST SCHEDULE
Rights granted with the property

The right to receive water and electricity

A right of way over the driveway from the public highway to the property

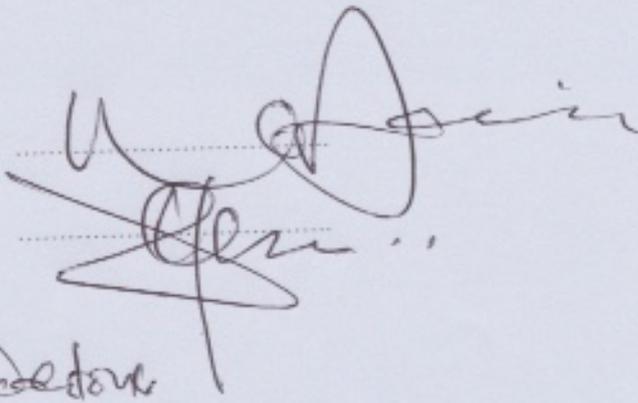
When the property is in use a non-exclusive right to park cars in the spaces from time to time designated for parking subject to any regulations of the Landlord including the power to temporarily suspend parking

A right to use the toilet in the Village Hall which is accessible from the outside. Those using the toilet shall keep it clean and lock it after use

THE SECOND SCHEDULE
Rights to which the property is let subject

The rights of the Landlord and others to run water, gas, electricity, communications and waste through sewers, drains, pipes, wires and cables in the property

SIGNED as a deed by Biddestone Village Hall and Recreation Trust acting by a director in the presence of :-

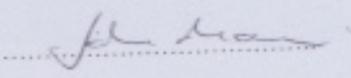
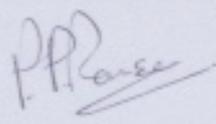


Witness signature:

Name: JOHN DRAPER

Address: Applewood, Biddestone

SIGNED as a deed by the said John Richard Marrinan in the presence of :-

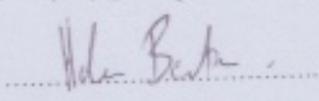
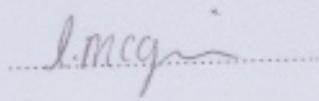



Witness signature:

Name: PETER PRESTON ROUSE

Address: 4 HARTHAM LANE, BIDDESTONE
CHIPPENHAM, WILTS. SN14 7EA

SIGNED as a deed by the said Helen Katherine Benton in the presence of :-

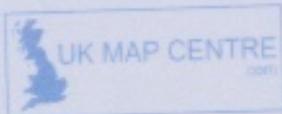
Witness signature:

Name:

LISA MCGUCKIN

Address:

5 CARLINGFORD T.
RADSTOCK
BASZQA



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