DATED 14 OCTOBER 2021

EASTON ON THE HILL PARISH COUNCIL

and

DAVID WHEATLEY, IAN COUPE, SHAYNE FRENCH-STANTON, JOSH FORD AND ANDREW BAILEY

as trustees of EASTON ON THE HILL CRICKET CLUB

LEASE

Relating to premises known as

Easton on the Hill Cricket Club, Playing Field (Part of Easton Town Estate)

WELLERS HEDLEYS SOLICITORS

Butler House

Guildford Road

Great Bookham

Surrey

KT23 4HB

14/12/2021

WE HEREBY CERTIFY THIS TO BE A TRUE COPY

Wellers Hedleys

22a Bookham High Street
Great Bookham
Surrey
KT23 4AG
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PRESCRIBED CLAUSES

LR1. Date of Lease	14 OCTOBER 2021
LR2. Title number(s)	**LR2.1 Landlord's title number(s)** NN373737 **LR2.2 Other title numbers**
LR3. Parties to this Lease	**Landlord** **EASTON ON THE HILL PARISH COUNCIL** of care of Hibbins Cottage, The Green Ketton Stamford PE9 3RA Tenant **DAVID WHEATLEY** of 5 The Lane, Easton on the Hill PE9 3NG, **IAN COUPE** of 9 Western Avenue, Easton on the Hill PE9 3NB, **SHAYNE FRENCH-STANTON** of 12 Neville Day Close Easton on the Hill PE9 3NG, **JOSH FORD** of 7 Woodvalve Avenue Lincoln LN6 3RD and **ANDREW BAILEY** of 11 Clare Court, Baston Lincoln PE6 9QT as trustees of Easton on the Hill Cricket Club **Other parties** **None**
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.** See definition of "Demised Premises" in clause 1.1.3 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 (Leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.*** None ***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 1.1.8 in the definition of "the 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 included in The First Schedule of this Lease. **LR11.2 Easements granted or reserved by this Lease over the Property for the benefit of other property** The easements included in The Second Schedule of this Lease.
LR12. Estate rent charge 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 for Easton on the Hill Cricket Club.

THIS LEASE is made the 14 day of OCTOBER 2021

BETWEEN

(1) **THE LANDLORD**

EASTON ON THE HILL PARISH COUNCIL Care of Hibbins Cottage, The Green, Ketton, Stamford PE9 3RA

(2) THE TENANT

DAVID WHEATLEY of 5 The Lane, Easton on the Hill PE9 3NG, **IAN COUPE** of 9 Western Avenue, Easton on the Hill PE9 3NB, **SHAYNE FRENCH-STANTON** of 12 Neville Day Close Easton on the Hill PE9 3NG, **JOSH FORD** of 7 Woodvalve Avenue Lincoln LN6 3RD and **ANDREW BAILEY** of 11 Clare Court, Baston Lincoln PE6 9QT as trustees of Easton on the Hill Cricket Club

AGREED TERMS

1. DEFINITIONS

1.1. In this Lease the following terms shall have the meanings specified in this Clause:

1.1.1. "the Landlord" shall where the context so admits include their successors in title;

1.1.2. "the Tenant" shall where the context so admits include their successors in title and where the Tenant comprises more than one person or body covenants by the Tenant shall be joint and several;

1.1.3. "the Demised Premises" means Land at Easton on the Hill Playing Field or thereabouts as identified on Plan 1 annexed and thereon edged blue all additions, alterations and improvements thereto carried out during the Term but excluding any fixtures installed by the Tenant for the avoidance of doubt the Pavilion does not form part of the Demised Premises as it is owned by the Tenant;

1.1.4. "the Boundary Road" means Ketton Drift and shown labeled as such on Plan.

1.1.5. "the Pavilion" means the pavilion currently located on the Demised Premises and such future pavilion which may be placed on the Demised Premises from time to time;

1.1.6. "an Expert" means an independent surveyor:

1.1.6.1.who is a Member or Fellow of the Royal Institution of Chartered Surveyors;

1.1.6.2.with relevant experience in the subject matter of the dispute; and

1.1.6.3.appointed in accordance with clause 10;

1.1.7. "the President" means the president for the time being of the Royal Institution of Chartered Surveyors or a person acting on their behalf;

1.1.8. "the Plan" means the plan attached to this lease.

1.1.9. "the Insured Risks" means the risks of loss or damage by fire, lightning, explosion, aircraft, including articles dropped from aircraft, riot, civil commotion, malicious damage, earthquake, storm, tempest, flood, bursting and overflowing of water pipes, tanks and other apparatus, and impact by road vehicles and any other risks the Landlord acting reasonably from time to time by notice to the Tenant decides to insure against;

1.1.10. "the Term" means the period of Twenty Five (25) years and any period of holding over or extension or continuance thereof whether by statute or common law (subject to determination as hereinafter provided);

1.1.11. "the Review Date" means 14 OCTOBER 2024 and every third year thereafter on the annual anniversary of that date;

1.1.12. the expression "The Town and Country Planning Act 1990" shall be deemed to include respectively any Act or Acts for the time being in force amending or replacing the same and any orders regulations or directions for the time being issued under or by virtue of the same or any Act or Acts thereby consolidated or any Act or Acts for the time being in force amending or replacing the same;

1.1.13. "the Rent Commencement Date" means the date of this Lease.

1.1.14. "the Wicket" means the area within the Demised Premises.

2. THE DEMISE

The Landlord with full title guarantee hereby demises to the Tenant **ALL THAT** the Demised Premises **TOGETHER** with the rights described in The First Schedule **EXCEPT AND RESERVING** to the Landlord and all others entitled the rights as described in The Second Schedule **TO HOLD** the same unto the Tenant for the Term from the date of this Lease **YIELDING AND PAYING** therefore the yearly rent of a peppercorn (subject to review on the Review Date in accordance with clause 6.1.4 of this Lease) to be paid by one payment in advance on the 1st April in each year the first payment being made on the Rent Commencement Date and being a proportionate sum in respect of the period from the Rent Commencement Date to the following date for payment.

3. THE PERMITTED USER

3.1. Subject to the provisions of clause 4 the Demised Premises and Pavillion must not be used for any purpose except as a recreation ground for the playing of cricket, a pavilion and storage facilities ancillary to the use as a cricket club.

3.2. It is hereby agreed and declared between the parties hereto that the Landlord makes no representation and gives no warranty as to the permitted user of the Demised Premises and Pavilion

4. CONDITIONS OF USE

4.1. Subject to the provisions of this Lease the Tenant nor any other person or body whatever shall be granted or obtain exclusive rights of use over the Demised

Premises (except for the Wicket Area and Pavilion) or any part thereof or items of equipment thereon other than at such times approved by the Landlord and the Tenant where exclusive use for a specified time is necessary for the proper use of a specific facility or for essential maintenance operations and at all other times access must be made available for the general public.

4.2. Subject to clause 6.8.4 the Cricket Field may be used by members of the public.

4.3. The Tenant may allow the Demised Premises (including the Wicket Area) and its facilities to be used by other sports groups.

4.4. The Tenant may not levy a charge for use by other sports groups but may seek to recover any expenses incurred.

4.5. Events, other than cricket matches and associated training are not permitted on the Cricket Field or surrounding area without prior written permission from the Landlord and subject to a minimum of 48 hours' notice.

4.6. The Tenant is not permitted to hold any auction sale on the Demised Premises or in associated buildings nor to use the same for any dangerous noxious noisy or offensive trade business occupation nor for any illegal or immoral purposes.

4.7. Not to reside in any of the buildings nor hold any event at a time that is in direct competition with any other function or event being held in the Village of Easton on the Hill

4.8. Not to impose any new regulation in connection with the use of the Cricket Field without the prior consent in writing of Easton on the Hill Parish Council

4.9. To pay the Landlord on demand and indemnify it against all costs charges and expenses incurred by the Landlord in abating any public or private nuisance on or arising from the use of the Cricket Field or buildings as a result of default of the Tenant.

5. REGULATIONS

The Tenant shall comply with the following regulations:

5.1. The Tenant shall appoint at least one member of the Cricket Club Committee to be a Parish Council liaison person. ("the Cricket Club Committee").

5.2. The Cricket Club Committee should appoint a secretary and an auditor or treasurer and any other unpaid officers that it may consider necessary.

5.3. Each year the Cricket Club Committee shall hold an Annual General Meeting during the month of April and such meeting must be open to all residents of the village of Easton on the Hill over eighteen years of age and advertised twenty one days in advance by notices fixed in prominent places in the village.

5.4. The Chairman of the Cricket Club Committee shall deliver to the Landlord copies of its annual accounts relating solely to the Cricket Club including a complete statement of all receipts and payments in respect of the land and buildings during the preceding year and a report setting out the condition of the Wicket Area, Cricket Field and any

buildings surrounding the same and the manner in which the Cricket Field has been held during that year including lists of all the users of all the facilities.

5.5. The Cricket Club Committee may from time to time alter rules for the conduct of its business providing such changes are recorded in a minute book of its meetings and approval is obtained from the Landlord in writing.

5.6. If the Cricket Club Committee by a majority decides at any time that on the ground of expense or otherwise it is necessary or advisable to discontinue the use of the Demised Premises in whole or in part for the purposes previously indicated it shall call a meeting of the residents of Easton on the Hill of the age of eighteen years or over giving a minimum of twenty one days' notice (stating the terms of the resolution that will be proposed) and posted in conspicuous places within the village of Easton on the Hill. If such a decision should be confirmed by a majority of the residents present at such meeting the Cricket Club may sell or dispose of its property in such way as it reasonably thinks fit and any monies accrued (after payment of all debts and liabilities) shall be either held on trust or allocated to such other charitable purpose or object to benefit the residents of the village of Easton on the Hill

5.7. The Cricket Club Management Committee must have a Constitution for the Club.

5.8. No advertising or hoardings shall be permitted on the Cricket Field or associated buildings without the written consent of the Landlord.

6. TENANT'S COVENANTS

The Tenant hereby covenants with the Landlord as follows:

6.1. Rent

6.1.1. To pay the reserved rent on the day and in manner aforesaid. £10 pa

6.1.2. Not to exercise or seek to exercise any right or claim to withhold rent or any right or claim to legal or equitable set off (except as authorised by this Lease).

6.1.3. The Rent shall be reviewed on each Review Date.

6.1.4. The Rent shall be reviewed on each Review Date to equal:

6.1.4.1. the amount agreed between the Landlord and Tenant at any time (whether or not that amount is the Open Market Rent); or

6.1.4.2. in the absence of such agreement, the greater of:

6.1.4.2.1. the Rent payable immediately before the relevant Review Date; or

6.1.4.2.2. the Open Market Rent agreed or determined pursuant to Clause 10 and The Third Schedule by the Landlord at its absolute discretion acting reasonably.

6.1.5. If the Landlord and Tenant have not agreed the revised Rent by the relevant Review Date, then either party may at any time refer the revised Rent for determination by the Expert in accordance with clause 10. The Expert can be appointed in accordance with the terms of this Lease irrespective of whether the Landlord and Tenant have tried to first reach an agreement on the revised Rent.

6.2. Outgoings

To pay on demand and to indemnify the Landlord against:

6.2.1. All rates, taxes, assessments, charges, impositions and outgoings which are now or at any time during the Term shall be charged, assessed or imposed upon the Demised Premises and Pavilion (excluding any payable by the Landlord occasioned by receipt of the rent hereunder or by any disposition or dealing with this Lease) or in respect of any public utility or other service charge relating thereto (including without prejudice to the generality of this clause) gas, water and electricity charges and standing charges

6.3. Repair Cleansing and Decoration

6.3.1. The Tenant must repair the Premises (including the Building) and keep them in good condition and repair, except for damage caused by one or more of the Insured Risks save to the extent that the insurance money is irrecoverable due to any act or default of the Tenant or anyone at the Premises expressly or by implication with its authority.

6.3.2. To keep the Wicket Area in a good state of repair through proper maintenance of grass and other playing surfaces and to keep it free from weeds.

6.3.3. The Tenant shall not do or make any excavations or construction works other than works for the proper maintenance and upkeep of the Cricket Field and Wicket Area or as may be necessary for levelling and relaying a portion of the Cricket Field for a cricket pitch without the written consent of the Landlord.

6.3.4. Not without the Landlords previous written consent to cut down or injure any trees plants bushes or hedges or permanently remove any soil clay and or any other materials from the Demised Premises.

6.3.5. The Tenant must maintain and keep in good condition and repair those parts of the Demised Premises that are not built upon in a fit state for the Permitted Use.

6.3.6. The Tenant must replace any Landlord's fixtures and fittings on the Demised Premises that are beyond repair at any time during or at the end of the Term.

6.3.7. The Tenant must keep the Premises clean and tidy and clear of all rubbish.

6.3.8. The Tenant must not cause or permit the adjoining property of the Landlord to be obstructed or become untidy.

6.3.9. The Tenant must redecorate the outside and inside of the Building, as often as is necessary in the opinion of the Landlord in order to maintain a high standard of decorative finish and attractiveness and in the last year of the Term.

6.4. Waste and alterations

6.4.1. Not to do in or near the Demised Premises or Pavilion any act or thing by reason of which the Landlord may under any statute incur have imposed upon it or become liable to pay any penalty damages compensation costs charges or expenses.

6.4.2. Not without the Landlord's prior written consent (such consent not to be unreasonably withheld) to make any improvements alterations or structural repairs to the Demised Premises or Pavilion or to alter or modify the external appearance of the Demised Premises.

6.4.3. The Tenant shall obtain the consent and approval of the Landlord before any application is made for Planning or Building Regulation consent in respect of any proposed alteration and extension and shall provide to the Landlord such plans and information as the Landlord shall reasonably require in respect of such application.

6.4.4. The Tenant must not commit any waste, make any addition to the Premises, unite the Premises with any adjoining premises.

6.4.5. At the end of the Term, if so requested by the Landlord, the Tenant must remove any additional buildings, additions, alterations or improvements made to the Premises and must make good any part or parts of the Premises that may be damaged by their removal.

6.4.6. The Tenant must not make any connection with the Conduits except in accordance with plans and specifications approved by the Landlord and subject to consent to make the connection having previously been obtained from the competent authority, undertaker or supplier.

6.5. Access of Landlord and notice to repair

To permit the Landlord and their duly authorised agent with or without workmen and others at all times to enter upon the Demised Premises and Pavilion and examine the condition thereof and after which the Landlord may serve upon the Tenant a notice in writing specifying any repairs necessary to be done and for which the Tenant is liable and require the Tenant forthwith to execute the same and if the Tenant shall not within thirty days after service of such notice proceed diligently with the execution of such repairs then to permit the Landlord to enter upon the Demised Premises and Pavilion and execute such repairs and thereupon the cost shall be a debt due from the Tenant to the Landlord together with all expenses incurred by the Landlord in connection therewith.

6.6. Alienation

6.6.1. Subject to the provisions of clause 6.6.2, not to assign underlet or part with possession or grant to third parties any rights to occupy the whole or any part of the Demised Premises or Pavilion.

6.6.2. The Tenant is permitted to share the Demised Premises with other cricket clubs and third parties subject to the Landlord's prior written consent but must not charge a fee for such use and not grant licences or letting agreements in respect of such use or create a relationship of landlord and tenant.

6.6.3. Without prior consent of the Landlord, the Tenant shall be permitted to assign the whole of the Demised Premises to other members of the Easton on the Hill Cricket Club.

6.6.4. With prior written consent (such consent not to be unreasonably withheld or delayed) of the Landlord, the Tenant shall be permitted to assign the whole of the Demised Premises to such entity which has been created as a bone fide attempt to incorporate the structure of Easton on the Hill Cricket Club to include but not limited to a limited company by share or guarantee, limited liability partnership, community benefit society or charitable incorporated organization.

6.7. Landlord's Costs

6.7.1. To pay all costs charges and expenses (including solicitor's costs, bailiff's fees and surveyor's fees) incurred by the Landlord on a full indemnity basis of and incidental to or in contemplation of:

6.7.1.1. the recovery or attempted recovery of payments due from the Tenant to the Landlord under the terms of this Lease;

6.7.1.2. the preparation and service of a notice under Section 146 of the Law of Property Act 1925 and whether or not the notice is actually served or notwithstanding that forfeiture is avoided otherwise than by relief granted by the Court;

6.7.1.3. the enforcement of the Tenant's covenants herein contained;

6.7.1.4. the preparation and service of any Schedule of Dilapidations prepared on behalf of the Landlord on the Tenant and the Landlord's Surveyor's charges for compiling the same and supervising the work detailed therein.

6.8. User

6.8.1. Not at any time to use or permit or suffer to be used the Demised Premises or Pavilion for any immoral or illegal purpose.

6.8.2. Not to use the Pavilion other than facilities for the use of Easton on the Hill Cricket Club its members and guests or such other purposes as the Landlord may previously authorise in writing.

6.8.3. Subject to clause 6.8.4 the Boundary Path, the Demised Premises and Pavilion are to be available for use by all members of the public at all times.

6.8.4. The Cricket Ground shall be available for use by members of the public except during cricket matches and training sessions when it shall be used by the Cricket Club exclusively.

6.8.5. The Wicket area shall not be available for use by the public at any time and shall be for the sole use of the members of the Cricket Club.

6.9. Statutory Notices

6.9.1. Within seven days of the receipt of any order or notice by any government department local or public authority to produce the same to the Landlord and without delay to take all reasonable steps to comply with such notice so far as it relates to the Demised Premises or Pavilion or to join with the Landlord in making such representations in respect of such notice as the Landlord shall deem expedient.

6.9.2. Without prejudice to the generality of the above to comply in all respects with the provisions of any statutes and any other obligations imposed by law or by any bye- laws applicable to the Demised Premises and Pavilion.

6.10. The Planning Acts

Not to do or omit or to permit or suffer to be done or omitted any act matter or thing in on or respecting the Demised Premises or the Pavilion which shall contravene the provisions of the Town and Country Planning Act 1990 at all times hereafter to indemnified and keep indemnified the Landlord against all actions, proceedings, costs, expenses, claims and demands in respect of any such act matter or thing contravening the said provisions of the said Act as aforesaid.

6.11. Yielding Up

At the end of the Term (whenever and however the Term determines), to yield up the Demised Premises in substantial repair and condition and to remove any Tenant's fixtures and fittings (except for the buildings on the Demised Premises on the date hereof) if so requested by the Landlord.

6.12. Indemnities

6.12.1. To be responsible for and to keep the Landlord fully indemnified against all damages, losses, costs, expenses, actions, demands, proceedings, claims and liabilities made against or suffered or incurred by the Landlord arising directly or indirectly out of:

6.12.1.1. any act omission or negligence of the Tenant or any persons at the Demised Premises expressly or impliedly with the Tenant's authority and under the Tenant's control;

6.12.1.2. 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 demise is subject.

6.12.2. To give notice to the Landlord of any defect in the Demised Premises which might give rise to an obligation on the Landlord to do or refrain from doing any act or thing in order to comply with the provisions of this Lease or the duty of care imposed on the Landlord pursuant to the Defective Premises Act 1972 or otherwise and at all times to display and maintain all notices which the Landlord may from time to time reasonably require to be displayed at the Demised Premises.

6.13. Insurance

6.13.1. To keep the Demised Premises and the Pavilion insured with reputable insurers approved by the Landlord (such approval not to be unreasonably withheld) against loss or damage by the Insured Risks and such other risks as the Landlord may from time to time reasonably required for an amount equivalent to its full reinstatement cost (including all professional fees).

6.13.2. To produce to the Landlord on demand a copy of the policy of insurance maintained by the Tenant and the receipt for the premium payable for it.

6.13.3. If the Demised Premises or Pavilion or part of it is destroyed or damage by any of the Insured Risks against which the Tenant is liable to insure forthwith to reinstate the Demised Premises or such part of it as may have been so damaged or destroyed.

6.13.4. If it is impossible or impractical to reinstate the Demised Premises in accordance with clause 6.13.3 any moneys received under the policy of insurance shall be divided between the Landlord and the Tenant according to the value of their respective interests in the Demised Premises (to be determined in the event of default by a single arbitrator to be appointed by the President for the time being of the Royal Institution of Chartered Surveyors).

7. THE LANDLORD'S COVENANTS

The Landlord hereby covenants with the Tenant as follows:

7.1. Quiet Enjoyment

The Tenant paying the rent hereby reserved and observing and performing the several covenants on their part hereinbefore contained shall peaceably hold and enjoy the Demised Premises during the Term without any interruption by the Landlord or by any person rightfully claiming under or in trust for him.

8. PROVISOS

It is hereby agreed and declared as follows:

8.1. If and whenever during the Term the Tenant breaches any covenant or other term of this Lease the Landlord may at any time re-enter the Demised Premises, or any part of them in the name of the whole and thereupon the Term is to cease absolutely but without prejudice to any rights or remedies that may have accrued to the Landlord against the Tenant or to the Tenant against the Landlord in respect of any breach of covenant or other term of this Lease.

8.2. The Tenant shall not be entitled to any right of light or air or otherwise which would in any way interfere with the use by the Landlord or any other person deriving title under it of its adjoining or adjacent land or building or for any other purpose and in particular (but without prejudice to the generality of the foregoing) the Tenant shall not be entitled to the benefit of any quasi-easement right or privilege now or formerly used or enjoyed by the Landlord over any adjoining or neighbouring property owned by it

9. NOTICES

Any Notice under this Lease shall be in writing and shall be duly served if sent by recorded delivery service or delivered by hand. Notices to be served on the Landlord should be served on the Clerk to the Parish Council at the office of the Parish Council and notices to be served on the Tenant are to be duly served if sent or delivered to the Cricket Clubs Chairman's address.

10. EXPERT DETERMINATION

10.1. This clause 10 applies in relation to any matter that is to be referred to an Expert for determination pursuant to the rent review provisions in clause 6.1.4:

10.2. The Landlord and Tenant shall agree on the appointment of an Expert and shall agree with the Expert the terms of their appointment.

10.3. If the Landlord and Tenant are unable to agree on an Expert or the terms of their appointment within 20 working days of either party serving details of a suggested expert on the other, either party shall then be entitled to request the President to appoint an Expert and agree with the Expert the terms of appointment.

10.4. The Expert shall be required to prepare a written decision including reasons and give notice (including a copy) of the decision to the parties within a maximum of 20 working days of the matter being referred to the Expert.

10.5. If the Expert dies or becomes unwilling or incapable of acting, or does not deliver the decision within the time required by this clause, then:

10.5.1. either party may apply to the President to discharge the Expert and to appoint a replacement Expert with the required expertise; and

10.5.2. this clause 10 shall apply to the new Expert as if they were the first Expert appointed.

10.6. The parties are entitled to make submissions to the Expert including oral submissions and must provide (or procure that others provide) the Expert with such assistance and documents as the Expert reasonably requires for the purpose of reaching a decision.

10.7. To the extent not provided for by this clause 10, the Expert may in their reasonable discretion determine such other procedures to assist with the conduct of the determination as they consider just or appropriate including (to the extent considered necessary) instructing professional advisers to assist them in reaching their determination.

10.8. The Expert shall act as an expert and not as an arbitrator. The Expert shall determine the matter referred to the Expert under this Lease. The Expert may award interest as part of their decision. The Expert's written decision on the matters referred to them shall be final and binding on the parties in the absence of manifest error or fraud.

10.9. The Tenant must bear all costs (for the avoidance of doubt this includes all costs incurred by the Landlord) in relation to the reference to the Expert.

10.10. The Landlord and Tenant must bear the Expert's fees and any costs properly incurred by them in arriving at their determination (including any fees and costs of any advisers appointed by the Expert) equally or in such other proportions as the Expert shall direct.

10.11. If either the Tenant or Landlord does not pay the Expert's fees and expenses within ten working days of demand by the Expert, then:

10.11.1. The other party may pay instead; and

10.11.2. the amount so paid shall be a debt of the party that should have paid and shall be due and payable on demand to the party that made the payment pursuant to clause 10.11.1.

10.12. The Landlord and Tenant must act reasonably and co-operate to give effect to the provisions of this clause and otherwise do nothing to hinder or prevent the Expert from reaching their determination.

It witness of which the parties have executed this Deed the day and year first before written.

THE FIRST SCHEDULE

(RIGHTS GRANTED)

1. The free and uninterrupted passage of running water and soil gas and electricity from and to the Demised Premises through the sewers drains and watercourses cables pipes and wires which are now or may at any time during the Term be in under or passing through the Demised Premises.

2. The right of access and egress to the Demised Premises over the Landlord's adjoining property.

3. The right to use the Landlords adjoining property (including the car park) for its intended purpose.

4. The right to connect into, repair and renew and use the Adjoining Conduits and to enter the adjoining property of the Landlord for the purpose subject to the Tenant:

4.1. causing as little damage and inconvenience as possible;

4.2. making good any damage however caused to the satisfaction of the Landlord;

4.3. giving to the Landlord not less than 48 hours' notice in writing (except in an emergency);

4.4. in carrying out any works having regard to the use of the adjoining property of the Landlord as public open space;

4.5. indemnifying the Landlord from and against all Losses arising from or in connection with the exercise of the rights granted by this paragraph 4.

5. A right of way of way at all times and for all purposes relating to the Permitted Use over the Boundary Road.

THE SECOND SCHEDULE

(RIGHTS RESERVED)

1. The free passage and running of water soil gas and electricity and other services by and through the sewers pipes wires and drains now in under or upon the Demised Premises.

2. All the rights of entry upon the Demised Premises referred to in clause 6.5 of this Lease.

3. The right to connect into, repair and renew and use the Conduits and to enter the Premises for the purpose subject to the Landlord:

3.1. causing as little damage and inconvenience as possible and

3.2. making good any damage however caused to the satisfaction of the Tenant

3.3. giving to the Tenant not less than 48 hours' notice in writing (except in an emergency)

3.4. indemnifying the Tenant from and against all Losses arising from or in connection with the exercise of the rights reserved by this paragraph 3.

THE THIRD SCHEDULE

(OPEN MARKET RENT)

1. Definitions

The following definitions apply in this Third Schedule:

1.1. **Assumptions**: the assumptions set out in paragraph 2 of this Third Schedule.

1.2. **Disregards**: the disregards set out in paragraph 3 of this Third Schedule.

1.3. **Hypothetical Lease**: the Lease described in paragraph 4 of this Third Schedule.

1.4. **Open Market Rent**: the annual rent (exclusive of VAT) at which the Demised Premises could reasonably be expected to be let:

1.4.1. in the open market;

1.4.2. at the relevant Review Date; and

1.4.3. applying the Assumptions and Disregards.

2. Assumptions

2.1. The matters to be assumed are:

2.1.1. the Demised Premises is available to let in the open market:

2.1.2. on the terms of the Hypothetical Lease;

2.1.3. by a willing landlord to a willing tenant;

2.1.4. with vacant possession; and

2.1.5. without a fine or a premium.

2.2. If the Demised Premises or any means of access to it serving the Demised Premises has been destroyed or damaged, it has been fully restored.

2.3. No work has been carried out on the Demised Premises that has diminished its rental value.

2.4. Any fixtures, fittings, machinery or equipment supplied to the Demised Premises by the Landlord that have been removed by or at the request of the Tenant, or any undertenant or their respective predecessors in title (otherwise than to comply with any law) remain at the Demised Premises.

2.5. The Demised Premises may lawfully be used and is in a physical state to enable it to be lawfully used, by the willing lessee for any purpose permitted by this Lease.

2.6. The Landlord and the Tenant have fully complied with their obligations in this Lease.

3. Disregards

3.1. The matters to be disregarded are:

3.1.1. Any effect on rent of the fact that the Tenant or any authorised undertenant has been in occupation of the Demised Premises.

3.1.2. Any goodwill attached to the Demised Premises by reason of any business carried out there by the Tenant or by any authorised undertenant or by any of their predecessors in business.

3.1.3. Any effect on rent attributable to any physical improvement to the Demised Premises carried out before or after the date of this Lease, by or at the expense of the Tenant or any authorised undertenant with all necessary consents, approvals and authorisations and not pursuant to an obligation to the Landlord (other than an obligation to comply with any law).

3.1.4. Any effect on the rent attributable to any alterations carried out by the tenant prior to the commencement of this Lease.

4. Hypothetical Lease

4.1. A Lease:

4.1.1. of the whole of the Demised Premises.

4.1.2. for a term equal to the unexpired residue of the Contractual Term at the relevant Review.

4.1.3. with rent review dates every three years from the relevant Review Date.

4.1.4. otherwise on the terms of this Lease (other than the amount of the Annual Rent, clause 6.1.4.2.2 and the Review Dates.

Executed as a Deed by
EASTON ON THE HILL PARISH COUNCIL
acting by two Councillors
in the presence of the Clerk

Council Member Rev. Keir Dow.

Council Member TIM NICOL.

Clerk JENNY RICE

Executed as a deed by **DAVID WHEATLEY** .....
In the presence of

Witness .....
Name of Witness Russ Pye.
Address of Witness 25 Maltby Close Witterings
Occupation of Witness Facilities Manager

Executed as a deed by **IAN COUPE** .....
In the presence of

Witness .....
Name of Witness Callum Norris
Address of Witness 29 Westfields Easton on the Hill
Occupation of Witness Storemason

Executed as a deed by

SHAYNE FRENCH-STANTON

S. French-Stanton

In the presence of

Witness

Name of Witness

Address of Witness

Occupation of Witness

A. MCAWNISTER
9 THE CLOSE PE93NA
STONEMASON

Executed as a deed by

JOSH FORD

In the presence of

Witness

Name of Witness

Address of Witness

Occupation of Witness

RUSS PYE.
25 MALTBY CLOSE WITHERNSEA
FACILITIES MANAGER.

Executed as a deed by **ANDREW BAILEY**

In the presence of

Witness

Name of Witness

Address of Witness

Occupation of Witness

J. HAILAM
COTTAGE 2 PARK FARM
ABY ROAD
Withern
LN13 0DF
Plasterer

on behalf of Easton
on The Hill Parish Council.

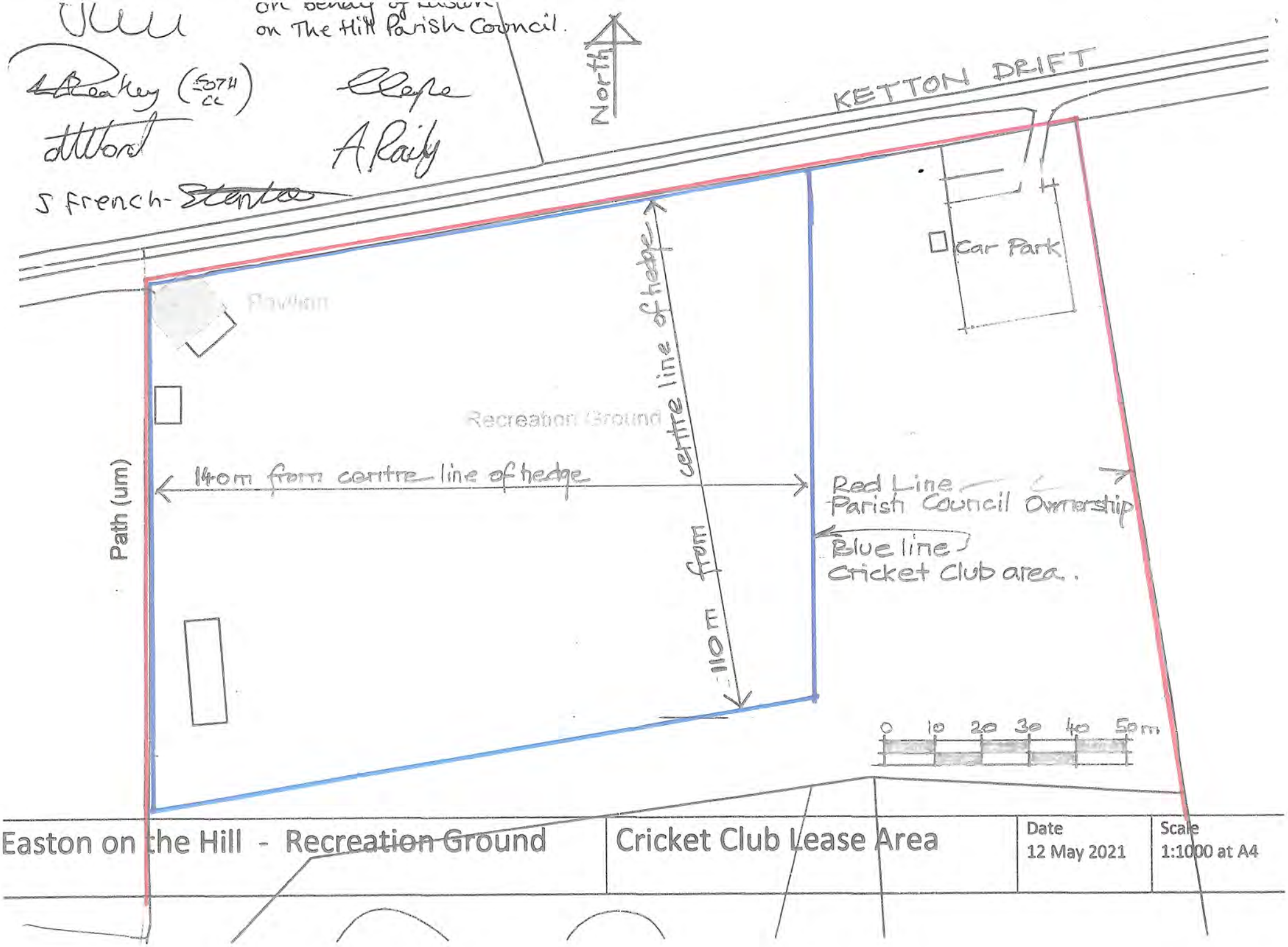
Beakey (EOTH CC)

Clape

Word

A Raily

J French



Easton on the Hill - Recreation Ground	Cricket Club Lease Area	Date 12 May 2021	Scale 1:1000 at A4