

DATED 11TH MARCH 2024

**INTERIM REPORT FOR IDE PARISH COUNCIL
relating to the proposed grant of an agreement
for lease and lease to Ide Cricket Club**

Part Weir Meadow, Station Road, Ide

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INTERIM REPORT FOR IDE PARISH COUNCIL

Relating to the proposed grant of an agreement for lease and lease to Ide Cricket Club of Part Weir Meadow, Station Road, Ide.

1 OVERVIEW

- 1.1 Ide Parish Council is proposing to grant to Ide Cricket Club a one year tenancy of part of Weir Meadow for the purposes of a new cricket ground. Completion of the lease will take place following construction of a new artificial wicket scheduled to be constructed in August under the terms of an Agreement for Lease between the Council and the Club.
- 1.2 The lease is for a short term due to uncertainty as to how some of the more novel arrangements agreed between the Council and the Cricket Club will work out in practice. These will then be capable of modification before entering into a longer commitment.
- 1.3 The lease to the Cricket Club will be a business tenancy conferring security of tenure. The parties however have agreed to contract out of the security of tenure rights which would otherwise be conferred upon the Club. In other words, the Club will have no legal right to remain in occupation following the expiry of the lease, subject only to what is to be set out in a letter of comfort from the Council to the Club detailed below.

2 OUTSTANDING MATTERS

- 2.1 Whilst terms have been agreed in principle between the Council and the Cricket Club, there are a number of outstanding matters which remain to be addressed before the parties will be able to enter into the Agreement for Lease. They are as follows:
 - 2.1.1 A decision is needed to confirm the company with which the Council is going to treat for the provision of the new artificial wicket. The draft documents have been prepared on the basis that this will be Slatter Cricket & Play Limited.
 - 2.1.2 Although Slatters have provided a quotation for the new artificial wicket, detailed plans and specifications will be required together with agreement to the terms of a building contract for the construction of the works. Slatters have provided a quotation, but this does not make provision for the required level of detail and legal certainty concerning the manner of delivery. We have therefore prepared a contract for the works which has been agreed by the Cricket Club, but its terms will now need to be agreed by Slatters.
 - 2.1.3 As part of the proposed arrangements with Slatters, we have provided that the Slatters will issue a deed of collateral warranty in favour of the Cricket Club. This is so that in the event of any latent defects appearing in the works following completion, the Cricket Club will have direct recourse against the Slatters without involving the Council. The terms of the collateral warranty will need to be approved by Slatters.
 - 2.1.4 The plan showing the extent of the demised premises will need to be settled before the Agreement for Lease is entered into. It will not be possible to define the extent of the premises until the location of the new wicket has

been determined. This in turn can only happen after the grass has been cut a little later in the year. The location of the wicket will be critical as this will determine the boundaries of the demised premises.

- 2.2 As part of the arrangements agreed between the Council and the Cricket Club, it has been agreed that not only will the Cricket Club be responsible for cutting grass on its own demise, but it will also be responsible for cutting the grass on the adjoining football field and the other grassed areas within Weir Meadow. Whilst the Club has equipment which would be adequate for looking after its own demise, the inclusion of the football field and other areas within Weir Meadow will require the provision of larger equipment. The suggestion is that the Council will buy the necessary equipment (possibly with the aid of grant money) and will then make that equipment available to the Cricket Club in order that it can cut not only the grass on its demised premises but also the adjoining football field and the wider meadow. The Cricket Club would pay for fuel needed to power the mower and would share costs of servicing with the Council.
- 2.3 Although not strictly necessary before entering into the Agreement for Lease, arrangements will need to be concluded between the Council and Ide Green Rovers for the use of the football field. These arrangements will be entirely different from those to be concluded with the Cricket Club because the Council wishes the football field to be a shared space for the whole of the community and not exclusively demised to Ide Green Rovers. A lease to Ide Green Rovers of the type proposed to be granted to the Cricket Club is not appropriate due to the exclusive possession and occupation that a lease confers. Ide Green Rovers will instead hire the football field from the Council as and when needed for matches or practice.
- 2.4 The Council has entered into an agreement with Sam Burdick to maintain the newly seeded areas of Weir Meadow until August and therefore access to Slatters to construct the new artificial wicket should not be given until the expiry of the contract period with Sam Burdick. It is worth noting that if the Council were to have the grass cut on a commercial basis following the expiry of the agreement with Sam Burdick (ie otherwise than by arrangement with the Cricket Club) the cost would be prohibitively high. The Cricket Club is however prepared to take on this obligation as part of the lease arrangements subject to the provision of the necessary equipment.

3 **AGREEMENT FOR LEASE**

- 3.1 A draft of the proposed Agreement for Lease is set out in Appendix 1. Under this agreement the Council will procure that Slatters carry out and complete the construction of the artificial wicket following which the Council and the Cricket Club will enter into the lease.
- 3.2 **Payment** – The Agreement for Lease will be entered into at the same time as the building contract for the artificial wicket, and so the amount required for the construction of the new artificial wicket will be known. On entry into the Agreement for Lease, the Cricket Club will pay to the Council an amount equal to the contract sum under the building contract less the VAT payable. This will provide the Council with necessary funds to enter into the building contract. The Council will recover in its accounting with HMRC the VAT payable under the building contract. The Council will fund the payment of VAT pending its recovery.
- 3.3 **Council's obligations** – The Council will enter into the building contract with Slatters and use reasonable endeavours to ensure that Slatters complies with its obligations under the building contract. This includes using reasonable endeavours to ensure that Slatters completes the Works by the completion date specified in the building contract.

- 3.4 **Inspection by the Tenant** – The Cricket Club may inspect the progress of the works and address any comments or complaints via the Council. The Council will determine when the works have been completed. The Cricket Club may make representations as to whether the Council should issue a certificate confirming completion.
- 3.5 **Collateral Warranty** – The Council will procure that Slatters enters into a collateral warranty in favour of the Club. In practice, the agreement for lease, the building contract and the collateral warranty will be entered into all at the same time.
- 3.6 **Council's Limitation of Liability** – The Council's liability in relation to the works is limited to claims notified to the Council before the issue of the certificate of practical completion. In other words, there will be no recourse by the Cricket Club against the Council for any latent defects arising after completion.
- 3.7 **Lease Completion** – The lease will be entered into within five working days after the completion of the new wicket.

4 **CONTRACT RE PROVISION OF ARTIFICIAL WICKET**

- 4.1 A draft of the proposed building contract is attached at Appendix 2. Although the terms have been agreed by the Cricket Club, Slatters have yet to see a draft of this agreement and it may be subject to further negotiation. The contract incorporates by way of reference the terms of the quotation which the Slatters have provided. This includes guarantees concerning the longevity of the wicket and its constituent parts. A copy of Slatters quotation is included in Appendix 2.
- 4.2 Attached to the Contract will be the approved plans in accordance with which the works will be designed and carried out.
- 4.3 Appendix 1 to the building contract contains its key terms and addresses such things as the manner of carrying out the Works, commencement and completion, payment, defects, compliance with laws, insurance, ownership of materials, assignment and subletting and dispute resolution.

5 **CONTRACTOR COLLATERAL WARRANTY**

- 5.1 A draft of the proposed collateral warranty is attached at Appendix 3. Under this warranty Slatters owes to the Cricket Club the same obligations as if the Cricket Club had entered into the building contract. These obligations are owed in addition to the obligations which Slatters owes to the Council under the building contract.
- 5.2 The collateral warranty is in an industry standard form but may nevertheless be subject to further negotiation.

6 **THE LEASE**

- 6.1 A draft of the lease is appended at Appendix 4. The main terms are as follows:
- 6.1.1 **Premises** – the premises demised to the Cricket Club will be defined by reference to a plan showing the areas of which the Club will have exclusive occupation edged in red. This will include the cricket ground and the location of a pavilion but will not include the car park or accessway into Weir Meadow.
- 6.1.2 **Term** – one year from completion.

- 6.1.3 **Rent** - £500 per annum paid in arrears on the last day of the term.
- 6.1.4 **Outgoings**-the Tenant is also responsible for the payment of any outgoings in relation to the property. Default interest is payable on any overdue rent.
- 6.2 **Rights granted** – The rights granted to the Tenant include:
- 6.2.1 Rights of access and egress.
- 6.2.2 The right to open and close the entrance barrier in the accessway.
- 6.2.3 The right to enter the Council's adjoining land for the purposes of retrieving cricket balls.
- 6.2.4 The right to use the Overlap Area during times in which cricket games are played. This is a small intersection of the boundary of the cricket field with the adjoining football field.
- 6.2.5 The right to use the car park on a first come first served basis.
- 6.3 **Rights reserved** – Rights reserved to the Council include the right to provide a suitable storage shed to house the tractor mower intended to cut grass on the whole of Weir Meadow.
- 6.4 **Insurance** – The Cricket Club is to maintain third party liability insurance in respect of its occupation and use of the demised premises and also to provide cover for claims arising out of its use of the tractor mower on the football field and other parts of Weir Meadow.
- 6.5 **VAT** – The Cricket Club is liable for any VAT chargeable in respect of the rent, albeit that no VAT should be chargeable by the Council.
- 6.6 **Use** – The premises shall not be used otherwise than for the purposes of a recreation ground for the playing of cricket and as a pavilion and storage facilities ancillary to that use. In particular, the Tenant must not allow any overnight parking or camping on the property or in the car park or permit the flying of model airplanes. The Tenant will not without the Landlord's consent light bonfires, fly drones or remove or lop any trees or hedges.
- 6.7 **Repair** – The Tenant must keep the property in a condition suitable for the playing of village cricket and maintain any other buildings on the property of a temporary or permanent nature. The Tenant shall also as often as is practicable – but subject to the provision of a tractor mower by the Council – cut the grass on the football field to a length suitable for the playing of village football and also mow the other areas within Weir Meadow identified on the lease plan not less than four times a year between March and November.
- 6.8 **Tractor Mower** – The Council may provide on the property or on its neighbouring land for the Cricket Club's non-exclusive use a ride on tractor mower designed to cover large areas of ground. The Council will keep it in suitable repair and condition subject to a contribution of servicing costs by the Cricket Club (proportion yet to be agreed). The Cricket Club will supply the fuel to the tractor mower. It will ensure that only responsible qualified adult operators use the mower and exercise due care and attention in its operation and comply with any manufacturers recommendations concerning use.

- 6.9 **Alterations and Additions** – No alterations or additions are to be made without the Council's prior consent, not to be unreasonably withheld. This will include the siting of a shipping container to be used as a changing facility.
- 6.10 **Compliance with Laws** – The Cricket Club is to comply with all laws and regulations relating to its use and occupation of the property, including planning laws.
- 6.11 **Prohibition on Dealings** – The lease is personal to the Cricket Club but it may hire or let on licence the whole or part of the property to other sports clubs on a daily or half daily basis for recreational purposes. The Cricket Club must first give notice to the Council of the intended arrangements and the fee payable. The Tenant is to ensure that all appropriate third party insurance cover is maintained for any liability arising out of any such arrangement.
- 6.12 **Village Events** – The Cricket Club may with the Council's prior consent allow occasional village community events to be held on the property for the purposes of fundraising or otherwise.
- 6.13 **Limitation on Liability** – The liability of the named Trustees of the Cricket Club who enter into the lease will be limited to the net assets of the Club i.e. they will have no personal liability.

7 **SIDE LETTER**

- 7.1 The Council is proposing to issue a side letter to the Cricket Club on signing the Agreement for Lease in the form of the draft attached at Appendix 5.
- 7.2 The letter is intended to be by way of comfort to the Cricket Club that the Council will treat with it fairly on the expiry of the one year lease recognising that the Cricket Club has made a considerable investment in the property by the funding of the artificial wicket, costing circa. £12,000.
- 7.3 The Council will not be required to honour its obligation in the event that it shall have taken forfeiture proceedings in relation to the current lease or if the Cricket Club is otherwise in material breach of the lease terms.

MICHELMORES LLP

11TH MARCH 2024

Michelmores LLP

APPENDIX 1
AGREEMENT FOR LEASE

DATED

2024

AGREEMENT FOR LEASE

relating to LAND AT WEIR MEADOW, STATION ROAD, IDE, EXETER

(1) IDE PARISH COUNCIL

(2) IDE CRICKET CLUB

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THIS AGREEMENT FOR LEASE is dated

2024

PARTIES

- (1) **IDE PARISH COUNCIL** care of Smallridge House, The Green, Ide Exeter EX2 9RT (Landlord);
- (2) **RICHARD ANTHONY CLOKE** of 9 The Hams, Ide, Exeter EX2 9TQ and **NIGEL JOHN GOODING** of 66 High Street Ide Exeter EX2 9RW being 2 of the trustees of Ide Cricket Club (Tenant)

THE PARTIES AGREE

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this agreement

Approved Plans	means the plans and specification of the Landlord's Works attached to this agreement at Annexure 2.
Building Contract	means the contract for the carrying out of the Landlord's Works to be entered into between the Landlord and the Contractor in the form of the draft annexed at Annexure 3.
Certificate of Practical Completion	means the certificate or statement of practical completion of the Landlord's works issued by the Landlord under this agreement.
Contractor	means Slatter Cricket & Play Ltd (company number 13813171).
Landlord's Works	means the work of constructing a non turf cricket wicket on the Property as specified in the Approved Plans.
Lease	means a lease of the Property in the form of the annexed draft (Annexure 1).
Property	means the land at Weir Meadow, Station Road, Ide as specified in the Lease.
Requisite Consents	means all necessary consents for the Landlord's Works whether under any statute, covenant or agreement affecting the Property or otherwise.

1.2 Interpretation

In this agreement:

- 1.2.1 reference to a specific enactment includes every statutory modification, consolidation and re-enactment and any regulation, directive or order made under it;

- 1.2.2 a party's obligation not to do any act or thing includes an obligation not to permit or suffer that act or thing to be done by anyone under its control.

2 AGREEMENT FOR LEASE

The Landlord shall grant and the Tenant shall take a lease of the Property on the terms of this agreement.

3 PAYMENT

- 3.1 The Tenant shall on the signing hereof pay to the Landlord an amount equal to the contract sum under the Building Contract less any VAT payable thereon which the Landlord shall use in the discharge of its obligations in this agreement.
- 3.2 The Landlord shall pay any VAT due under the Building Contract from its own resources.

4 MANNER OF CARRYING OUT THE LANDLORD'S WORKS

- 4.1 The Landlord shall as soon as reasonably practicable enter into the Building Contract and shall use reasonable endeavours to ensure that the Contractor shall carry out the Landlord's Works:
- 4.1.1 with all reasonable speed;
 - 4.1.2 in a good and workmanlike manner;
 - 4.1.3 with good quality materials;
 - 4.1.4 in compliance with:
 - 4.1.4.a the Approved Plans;
 - 4.1.4.b good building practice (including all relevant codes of practice and British standards);
 - 4.1.4.c the Requisite Consents;and
 - 4.1.4.d all statutory requirements.

- 4.2 The Landlord agrees to be treated as the only client for the purposes of the Construction (Design and Management) Regulations 2015 in respect of the Landlord's Works.

5 COMPLETION OF LANDLORD'S WORKS

- 5.1 The Landlord shall use reasonable endeavours to ensure that the Contractor completes the Landlord's Works by the Completion Date specified in the Building Contract.
- 5.2 The period referred to in clause 5.2 for completion of the Landlords Works shall be extended by such periods as may be reasonable in the circumstances having regard to (among other things):
- 5.2.1 any extension properly allowed to the Contractor under the terms of the Building Contract;

- 5.2.2 delays that could not reasonably be avoided;
- 5.2.3 any other circumstance beyond the reasonable control of the Landlord.

6 INSPECTION OF LANDLORD'S WORKS BY THE TENANT

- 6.1 The Tenant may inspect the Landlord's Works at all reasonable times on reasonable notice to the Landlord.
- 6.2 The Tenant in relation to any such inspection:
 - 6.2.1 shall not impede the progress of the Landlord's Works;
 - 6.2.2 shall not issue any instructions to the Contractor; and
 - 6.2.3 shall address any complaint or other comment to the Landlord.

7 PRACTICAL COMPLETION

- 7.1 The Landlord allow the Tenant the opportunity of inspecting the Landlord's Works.
- 7.2 The Tenant may make representations to the Landlord as to whether a Certificate of Practical Completion should be issued.
- 7.3 The Landlord shall have due regard to the Tenant's representations to the extent that they are consistent with the terms of this agreement.

8 WARRANTIES

The Landlord shall procure that the Contractor shall enter into a [deed of] collateral warranty in a form reasonably procurable by the Landlord in favour of the Tenant under which the Contractor shall be bound by rights in favour of the Tenant (whether or not under the Contracts (Rights of Third Parties) Act 1999)) to enable the Tenant to enforce the terms of the Building Contract against the Contractor.

9 LIMITATION OF LANDLORD'S LIABILITY

- 9.1 The Landlord's obligations under this agreement (other than the obligation to grant the Lease) are personal to Ide Parish Council.
- 9.2 The Landlord's liability in respect of any breach of its obligations under this agreement (other than the obligation to grant the Lease) is limited to claims notified to the Landlord before the date of issue of the Certificate of Practical Completion.

10 COMPLETION OF LEASE

- 10.1 The Landlord shall engross the Lease and counterpart in preparation for completion and the parties shall enter into and complete the Lease within 5 working days after the issue of the Certificate of Practical Completion.
- 10.2 The Tenant shall itself take up the Lease and the Landlord shall not be obliged to grant the Lease to any other person.

11 **TERM**

In the Lease, the term shall be expressed to begin on date on which the Lease is granted.

12 **TITLE**

12.1 The Landlord has deduced its title to the Property to the Tenant.

12.2 The Tenant accepts the Landlord's title and (to the extent deduced) shall not raise any requisition in relation to it.

12.3 The Lease is granted subject to:

12.3.1 all matters discoverable by inspection of the Property before the date of this agreement;

12.3.2 all matters that would be revealed by searches of public records that a prudent conveyancer would have made before the date of this agreement; and

12.3.3 all matters that, at the date of this agreement, the Landlord does not and could not reasonably be expected to know about.

13 **PROHIBITION ON DEALINGS BY THE TENANT**

The Tenant shall not in any way dispose of its interest under this agreement.

14 **MISREPRESENTATION**

The Tenant confirms that it has not relied on any representations made by or on behalf of the Landlord except those made in writing by the Landlord's solicitors.

15 **CONTRACTUAL RIGHTS OF THIRD PARTIES**

No term of this agreement shall be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this agreement.

16 **NOTICES ETC.**

Any notice or other document under this agreement shall be treated as sufficiently served if served in accordance with the provisions of the Lease.

17 **AGREEMENT TO REMAIN IN EFFECT**

Save in so far as they have been performed or are provided for in the Lease, the terms of this agreement shall remain in effect notwithstanding completion of the Lease.

18 **LANDLORD AND TENANT ACT 1954**

18.1 The parties confirm that:

18.1.1 the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the LTA 1954 and which applies to the tenancy to be created by the Lease, [not less than 14 days] before this Agreement was entered into; and

18.1.2 Richard Anthony Cloke who was duly authorised by the Tenant to do so, made a [statutory] declaration dated 2024 in accordance with the requirements of section 38A(3)(b) of the LTA 1954.

The parties have entered into this agreement on the date stated at the beginning of it.

ANNEXURE 1 FORM OF LEASE

ANNEXURE 2 APPROVED PLANS

ANNEXURE 3 BUILDING CONTRACT

SIGNED on behalf of **IDE PARISH COUNCIL**)

Chair

Print name of signatory

SIGNED by Richard Cloke on behalf of **IDE CRICKET CLUB**)

APPENDIX 2
BUILDING CONTRACT AND QUOTATION

DATED

2024

CONTRACT

**relating to a quotation for a new non-turf wicket at
Weir Meadow, Station Road, Ide, Exeter**

- (1) IDE PARISH COUNCIL**
- (2) SLATTER CRICKET & PLAY LTD**

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THIS CONTRACT is dated

2024

PARTIES

- (1) **IDE PARISH COUNCIL** care of Smallridge House, The Green, Ide Exeter EX2 9RT (**Employer**); and
- (2) **SLATTER CRICKET & PLAY LTD** (registered in England with company number 13813171) whose registered office is at Hell Corner Farm, Kintbury, Hungerford, Berkshire RG17 9SX (**Contractor**).

THE PARTIES AGREE

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Contract

Approved Plans	means the plans and specification of the Works attached to this Contract at Appendix 2;
Collateral Warranty	means the collateral warranty agreement in favour of Ide Cricket Club in the form of the draft attached to this Contract at Appendix 3;
Commencement Date	means [2024];
Completion Date	means [2024];
Contract Sum	means [] plus VAT;
Quotation	means the quotation for the Works dated 14 December 2023 attached to this Contract at Appendix 4;
Site	means the land at Weir Meadow, Station Road, Ide as shown in the Approved Plans;
Terms and Conditions	means the terms and conditions set out in Appendix 1; and
Works	means the work of constructing an artificial cricket wicket on the Property as specified in the Approved Plans and the Quotation.

2 TERMS AND CONDITIONS

- 2.1 The Parties agree that the Terms and Conditions shall apply in relation to the carrying out of the Works and this Contract.
- 2.2 The Quotation shall form part of this Contract including without limitation the representations and warranties made therein by the Contractor in relation to the Works.

3 **COLLATERAL WARRANTY**

3.1 The Contractor shall on the signing hereof enter into the Collateral Warranty and deliver the same to the Employer.

4 **CONTRACTUAL RIGHTS OF THIRD PARTIES**

No term of this Contract shall be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Contract.

The parties have entered into this Contract on the date stated at the beginning of it.

Executed as a Deed by
IDE PARISH COUNCIL
acting by

)
)
Chair

.....
Clerk to the Parish Council

Executed as a Deed by **SLATTER**
CRICKET & PLAY LTD acting by a
director

)
)
Director

In the presence of

Witness signature

Witness name

Address

Occupation

APPENDIX 1 TERMS AND CONDITIONS

The Works

- 1 Notwithstanding the date of this Contract the terms and conditions of this Contract shall be deemed to have effect as from the date of actual commencement of the Works.
- 2 The Contractor shall carry out and complete the Works in a good and workmanlike manner in accordance with the Approved Plans and the Quotation using good quality materials (including fixtures) supplied in accordance with any drawings and/or specifications provided to the Contractor of their several kinds and to the satisfaction of the Employer acting reasonably.
- 3 Notwithstanding any other provision of this Contract the Contractor hereby warrants that the Works, all goods and/or materials used in the Works shall be fit for their intended use and shall comply with the requirements of all applicable laws, regulations, codes of practice and the like (including those concerning the protection of human health and the environment) as at the Completion Date.
- 4 The Contractor shall provide everything necessary for the execution and completion of the Works in accordance with the terms of this Contract.

Commencement and Completion

- 5 The Contractor shall, unless prior to such date notified in writing by the Employer to the contrary, commence the Works on the Commencement Date.
- 6 The Contractor will carry out the Works diligently and in such order, manner and time as the Employer may reasonably request so as to ensure completion of the Works to the Employer's satisfaction, acting reasonably, by the Completion Date.
- 7 If an event outside the Contractor's reasonable control occurs and is likely to cause a delay to the completion of the Works, the Contractor shall inform the Employer and the Employer shall confirm to the Contractor a reasonable extension to the Completion Date.

Payment

- 8 Payment of the Contract Sum shall be made in accordance with the Scheme for

Construction Contracts (England and Wales) Regulations 1998 (SI 649) against an application for the Contract Sum issued on the completion of the Works.

Defects

- 9 During the progress of the Works, the Employer may require the removal and/or remediation of any work or materials that are not in accordance with the Contractor's obligations under the Contract.
- 10 Following completion the Contractor shall ensure that the part of the Site related to the Works is left in a good and clean condition cleared of all unused building materials, plant and equipment used in such Works.
- 11 Pending completion of the Works, the Contractor shall ensure that all reasonable safety and other measures are taken to prevent damage and/or injury, minimum nuisance, and/or inconvenience and/or disturbance to owners and/or occupiers of the Site and/or adjoining properties.
- 12 The Contractor shall, following completion and within ten (10) working days of being notified, undertake rectification of all and any defects and/or omissions to the Works as may be notified by the Employer, under such access arrangements as are confirmed by the Employer.
- 13 In the event of failure to comply with its obligations as noted in clause 12 the Employer shall be entitled to employ others to rectify such defects and the Contractor shall reimburse to the Employer all costs incurred by the Employer.

Legislation

- 14 The Contractor shall comply with all current legislation, including but not limited to all applicable current health and safety and environmental legislation and the Construction (Design and Management) Regulations 2015 as amended from time to time (pursuant to which the Contractor shall act as principal contractor and principal designer unless the Employer confirms otherwise in writing).

Insurance

- 15 The Contractor shall take out and maintain a valid policy of public liability insurance for a minimum limit of indemnity of

£5,000,000 for any one claim and cover in compliance with the Employer's Liability (Compulsory Insurance) Act 1969 (as amended) with effect from, the Commencement Date until the Completion Date.

prepaid registered or recorded delivery mail to the addresses set out above.

- 16 The Contractor hereby warrants to accept full responsibility and will be liable for all loss or damage to any plant, tools, equipment, materials, labour, works in progress and all other properly provided by, owned by, hired or lent to, the Contractor or its servants or agents until such time as the Employer confirms that the Works have been satisfactorily completed.

Ownership of goods and/or materials

- 17 Ownership of all materials and goods intended for the Works shall pass to the Employer once they are incorporated into the Works.

Assignment and sub-letting

- 18 The Contractor shall not assign or sub-let the Works or any parts thereof or any benefit or interest in this Contract without the consent of the Employer.

Disputes

- 19 If any dispute or difference shall arise between the Parties at any time under out of or in connection with this Contract and/or the Works then either Party shall refer any such dispute or difference to the jurisdiction of the English courts subject to either Party's statutory right to refer the matter to adjudication.

Miscellaneous

- 20 Amendments to this Contract shall be binding only if in writing and signed by a duly authorised representative of both the Employer and the Contractor.
- 21 This Contract supersedes any previous agreement and/or arrangements between the Employer and the Contractor in respect of the Works (whether oral or written) and represents the entire understanding between the Employer and the Contractor in relation thereto.
- 22 The Contractor acknowledges that it shall not have exclusive possession of the Site.

Notices

- 23 All Notices shall be in writing and shall be duly and validly given or made if given or served by personal delivery or sent by

**APPENDIX 2
APPROVED PLANS**

**APPENDIX 3
COLLATERAL WARRANTY**

**APPENDIX 4
QUOTATION**

APPENDIX 3
COLLATERAL WARRANTY

DATED

2024

CONTRACTOR'S COLLATERAL WARRANTY

relating to a non turf cricket wicket at Weir Meadow, Ide, Exeter

(1) SLATTER CRICKET & PLAY LTD

(2) IDE CRICKET CLUB

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THIS DEED is dated

2024

PARTIES

- (1) **SLATTER CRICKET & PLAY LTD** incorporated and registered in England and Wales with company number 138131710 whose registered office is at Hell Corner Farm, Kintbury, Hungerford, Berkshire RG17 9SX (**Contractor**); and
- (2) **RICHARD CLOKE** of 9 The Hams, Ide, Exeter EX2 9TQ and [] being two of the trustees of Ide Cricket Club (**Beneficiary**).

BACKGROUND

- (A) Ide Parish Council ('the Employer) has engaged the Contractor to carry out design and construction work involving a new non turf wicket at the Property.
- (B) The Beneficiary, as prospective tenant, has an interest in the Works.
- (C) The Employer requires the Contractor to enter into a collateral warranty in favour of the Beneficiary.
- (D) The Contractor has agreed to enter into this agreement with the Beneficiary.

AGREED TERMS

1 INTERPRETATION

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

1.1 Definitions:

Building Contract	an agreement in writing dated 2024 between the Employer and the Contractor relating to the Works.
Material	all designs, drawings, plans, specifications, design details, photographs, brochures and any other materials provided in connection with the Works and any works, designs, or inventions incorporated or referred to in them for any purpose relating to the Works.
Permitted Uses	the design, construction, completion, reconstruction, modification, maintenance, decommissioning, demolition, reinstatement and repair of the Property and the Works.
Property	land at Weir Meadow, Ide, Exeter as referred to in the Building Contract.
Works	the design, construction and completion of the non turf wicket referred to in the Building Contract, carried out by or on behalf of the Contractor under the Building Contract.

- 1.2 Clause headings shall not affect the interpretation of this agreement.

- 1.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.4 This agreement shall be binding on, and enure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.5 A reference to **writing** or **written** excludes fax and email.

2 **CONSIDERATION**

In consideration of the payment of £1 by the Beneficiary to the Contractor, receipt of which the Contractor acknowledges, the Contractor has agreed to enter into this agreement with the Beneficiary.

3 **COMPLY WITH BUILDING CONTRACT**

- 3.1 The Contractor warrants to the Beneficiary that:
- 3.1.1 it has complied, and shall continue to comply, with its obligations under the Building Contract, including its obligations to:
- 3.1.1.a carry out and complete the Works properly; and
 - 3.1.1.b use workmanship and materials of the quality and standard specified in the Building Contract;
- 3.2 In complying with clause 3.1, the Contractor shall owe no greater obligations to the Beneficiary under this agreement than it owes to the Employer under the Building Contract. In proceedings for breach of clause 3.1, the Contractor may:
- 3.2.1 rely on any limit of liability or other term of the Building Contract; and
 - 3.2.2 raise equivalent rights of defence as it would have had if the Beneficiary had been named as a joint employer, with the Employer, under the Building Contract (for this purpose not taking into account any set-off or counterclaim against the Employer under the Building Contract).
- 3.3 The Contractor's duties or liabilities under this agreement shall not be negated, diminished or otherwise affected by:
- 3.3.1 any approval or inspection of:
 - 3.3.1.a the Property; or
 - 3.3.1.b the Works; or
 - 3.3.2 any testing of any work, goods, materials, plant or equipment; or
 - 3.3.3 any omission to approve, inspect or test,
- by or on behalf of the Beneficiary or the Employer.

3.4 Nothing in this agreement shall in any way limit or affect any other rights or remedies (whether under contract, at law, in equity or otherwise) which the Beneficiary would have against the Contractor in the absence of this agreement.

4 COPYRIGHT

4.1 The Contractor grants to the Beneficiary, with immediate effect, an irrevocable, non-exclusive, non-terminable, royalty-free licence to copy and make full use of any Material prepared by, or on behalf of, the Contractor for any purpose relating to the Works and the Property, including any of the Permitted Uses.

4.2 The Contractor shall not be liable for use of the Material for any purpose other than that for which it was prepared and/or provided.

4.3 The Beneficiary may request a copy (or copies) of some or all of the Material from the Contractor. On the Beneficiary's payment of the Contractor's reasonable charges for providing the copy (or copies), the Contractor shall provide the copy (or copies) to the Beneficiary.

5 ASSIGNMENT

5.1 This agreement is personal to the Beneficiary save that the Beneficiary may assign the benefit of this agreement without the Contractor's consent to any trustee for the time being of Ide Cricket Club and/or to any corporate body to which the assets and undertaking of Ide Cricket Club shall be assigned upon incorporation.

5.2 The Beneficiary shall notify the Contractor of any assignment.

5.3 This agreement shall continue in force notwithstanding the determination of the lease of the Property to be entered into on completion of the Works and shall be enforceable irrespective of the nature of the interest held by the Beneficiary in the Property.

6 NOTICES

A notice given to a party under or in connection with this agreement shall be in writing and sent to the party at the address given in this agreement or as otherwise notified in writing to the other party.

7 THIRD PARTY RIGHTS

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

8 GOVERNING LAW

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

9 JURISDICTION

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

In witness whereof this document has been executed and delivered on the date first stated above.

Executed as a deed by **SLATTER CRICKET & PLAY LTD** acting by [] a director, in the presence of:

.....
Director

.....
Witness signature

.....
Witness name (PLEASE PRINT)

Address.....

.....
.....

Occupation.....

Executed as a deed by **RICHARD CLOKE** in the presence of:

.....
Richard Cloke

.....
Witness signature

.....
Witness name (PLEASE PRINT)

Address.....

.....
.....

Occupation.....

Executed as a deed by
[] in the presence
of:

.....
[]

.....
Witness signature

.....
Witness name (PLEASE PRINT)

Address.....

.....

.....

Occupation.....

APPENDIX 4
LEASE

DATED

2024

LEASE

relating to land at Weir Meadow, Station Road, Ide, Exeter

(1) IDE PARISH COUNCIL

(2) IDE CRICKET CLUB

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THIS LEASE is dated

2024

PARTIES

- (1) **IDE PARISH COUNCIL** care of Smallridge House, The Green, Ide Exeter EX2 9RT (Landlord);
- (2) **RICHARD ANTHONY CLOKE** of 9 The Hams, Ide, Exeter EX2 9TQ and **NIGEL JOHN GOODING** of 66 High Street, Ide, Exeter EX2 9RW being 2 of the trustees of Ide Cricket Club (Tenant).

AGREED TERMS

1 INTERPRETATION

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

1.1 Definitions:

Accessway:	such parts of the Landlord's Neighbouring Property as lie between the entrance onto the public highway and the Property as are needed to gain access to and egress from the Property.
Annual Rent:	rent at the rate of £500.00 per annum which shall be exclusive of any VAT properly chargeable on it.
Car Park:	that part of the Landlord's Neighbouring Land designated by the Landlord from time to time for the purpose of parking motor vehicles.
Contractual Term:	a term of 1 year beginning on, and including the date of this Lease and ending on, and including the first anniversary of today's date.
Default Interest Rate:	4% per annum above the Interest Rate.
Football Field:	that part of the Landlord's Neighbouring Land designated for use for football games and general recreation shown for the purposes of identification edged [blue] on the Plan.
Interest Rate:	the Bank of England base rate or if that rate stops being used or published then a comparable commercial rate reasonably determined by the Landlord.
Landlord's Neighbouring Property:	each and every part of the adjoining and neighbouring property (including the Car Park and the Football Field) in which the Landlord has an interest from time to time.
LTA 1954:	Landlord and Tenant Act 1954.
Other Areas:	those parts of the Landlord's Neighbouring Property excluding the Accessway, the Car Park and the Football Field as shall be laid to grass and shown for the purposes of identification edged [green] on the Plan.

Overlap Area:	that part of the Football Field adjoining the Property which allows the eastern boundary of the cricket outfield to form a continuous curve and shown for the purposes of identification part edged [red] and part edged [blue] and [hatched black] on the Plan.
Permitted Use:	a recreation ground for the playing of cricket and as a pavilion and storage facilities ancillary to the use as a cricket club.
Plan:	the plan attached to this Lease marked "Plan".
Property:	the land at Weir Meadow, Station Road, Ide shown edged [red] on the Plan.
Third Party Rights:	all rights, covenants and restrictions affecting the Property including the South West Water trunk main which crosses the Property.
VAT:	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 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 Unless the context otherwise requires, a reference to the **Property** is to the whole and any part of it.
- 1.5 A reference to the **term** is to the Contractual Term.
- 1.6 A reference to the **end of the term** is to the end of the term however it ends.
- 1.7 Unless otherwise specified, a reference to legislation or a legislative provision 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.
- 1.8 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.
- 1.9 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.
- 1.10 A reference to **writing** and **written** excludes fax and email.
- 1.11 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

- 1.12 In relation to any payment, a reference to a **fair proportion** is to a fair proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord.
- 1.13 If any provision or part-provision of this Lease is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Lease.

2 GRANT

- 2.1 The Landlord lets the Property to the Tenant for the Contractual Term.
- 2.2 The grant is made together with the ancillary rights set out in clause 3, excepting and reserving to the Landlord the rights set out in clause 4, and subject to the Third Party Rights.
- 2.3 The grant is made with the Tenant paying the following as rent to the Landlord:
 - 2.3.1 the Annual Rent and all VAT in respect of it;
 - 2.3.2 all interest payable under this Lease; and
 - 2.3.3 all other sums due under this Lease.

3 ANCILLARY RIGHTS

- 3.1 The Landlord grants the Tenant the following rights (the **Rights**):
 - 3.1.1 subject to clauses 7.1 and 7.1 the right to pass and repass over and along the Accessway with or without vehicles, plant and machinery for all purposes permitted under this Lease and to park taxed and roadworthy private vehicles in the Car Park on a first come first served basis;
 - 3.1.2 the right to open and close the entrance barrier situated in the Accessway;
 - 3.1.3 the right to enter onto the Landlord's Neighbouring Land for the purposes of retrieving cricket balls straying beyond the boundary of the Property during the course of play;
 - 3.1.4 the right to use the Overlap Area for the Permitted Use during times at which cricket games shall be played; and
 - 3.1.5 the right to enter the Landlord's Neighbouring Land with or without plant and equipment for the purpose of complying with its obligations under clause 10.3 relating to the maintenance of the Football Field and the Other Areas.
- 3.2 The Rights are granted in common with the Landlord and any other person authorised by the Landlord.
- 3.3 The Tenant shall exercise the Rights in accordance with this Lease and only in connection with the Tenant's use of the Property for the Permitted Use and its obligations under this Lease but not for any other purpose.
- 3.4 The Tenant shall comply with all laws relating to the Rights and all reasonable regulations in connection with the exercise of the Rights that the Landlord may make from time to time and notify to the Tenant in writing.

3.5 Except as mentioned in this clause 3, neither the grant of this Lease nor anything in it confers any right over the Landlord's Neighbouring Property nor any other neighbouring property nor is to be taken to show that the Tenant may have any right over any part of the Landlord's Neighbouring Property or any neighbouring property, and section 62 of the Law of Property Act 1925 does not apply to this Lease.

4 RIGHTS EXCEPTED AND RESERVED

4.1 There are excepted and reserved from this Lease to the Landlord (the **Reservations**):

4.1.1 the right to enter the Property to inspect the condition of the Property and for any other purpose mentioned in or connected with this Lease and the Landlord's interest in the Property; and

4.1.2 the right to provide a suitable storage shed (whether of a temporary or permanent nature) to house the tractor mower referred to in clause 10.7 and any ancillary equipment in a location on the Property agreed with the Tenant (such agreement not to be unreasonably withheld) with rights of access to and egress from the storage shed with or without the mower.

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.

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 their terms.

6 ANNUAL RENT AND OTHER PAYMENTS

6.1 The Tenant shall pay the Annual Rent and any VAT in respect of it by a single instalment in arrears by direct credit on the last day of the term.

6.2 The Tenant shall pay all present and future rates, taxes and other impositions and outgoings payable at any time during the term in respect of the Property, its use and any works carried out there, except:

6.2.1 any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this Lease; or

6.2.2 any taxes (other than VAT) payable by the Landlord by reason of the receipt of any of the rents due under this Lease.

6.3 If any rates, taxes or other impositions and outgoings are payable in respect of the Property together with other property, the Tenant shall pay a fair proportion of the amount payable.

- 6.4 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.
- 6.5 If any Annual Rent or any other money payable under this Lease has not been paid by the date it is due, whether it has been formally demanded or not, the Tenant shall pay the Landlord interest on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on a daily basis for the period from the due date to and including the date of payment.
- 6.6 The Annual Rent and all other amounts due under this Lease shall be paid by the Tenant in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7 COMMON ITEMS

- 7.1 The Tenant shall comply with all reasonable regulations the Landlord may make from time to time in connection with the use of the Accessway and will desist from using the Accessway and the Car Park for vehicles plant and machinery where by reason of inclement weather such use will result in damage to the Accessway and/or the Car Park.
- 7.2 The Tenant shall lock the entrance barrier with a key or code supplied by the Landlord after each use of the Property by the Tenant.

8 INSURANCE

- 8.1 The Tenant shall at its own expense procure and maintain insurance in respect of all third party liability risks in relation to the Property and its obligations under this Lease with an insurance company approved by the Landlord to provide cover in respect of each and every claim of not less than £[5] million or such higher sum as the Landlord may from time to time direct in writing.
- 8.2 The Tenant shall give notice to its insurers of the interest of the Landlord in the Property and shall, on demand by the Landlord, 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.
- 8.3 The Tenant shall ensure that its policy of insurance provides third party cover for use by its operatives of the tractor mower referred to in clause 10.7 below.

9 VAT

- 9.1 All sums payable by the Tenant are exclusive of any VAT that may be chargeable. The Tenant shall pay VAT in respect of all taxable supplies made to it in connection with this Lease on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.
- 9.2 Every obligation on the Tenant, under or in connection with this Lease, to pay the Landlord or any other person any sum by way of a refund or indemnity, shall include an obligation to pay an amount equal to any VAT incurred on that sum by the Landlord

or other person, except to the extent that the Landlord or other person obtains credit for such VAT under the Value Added Tax Act 1994.

- 9.3 The Landlord (here meaning Ide Parish Council) confirms that it is not registered for VAT and considers that this Lease falls within paragraph 5.3 of Paragraph 5 (Sports facilities and physical recreation) of VAT Notice 742 exempting any requirement to charge VAT on supplies made under this Lease.

10 USE, REPAIRS AND ALTERATIONS

- 10.1 Subject to clause 12.4 the Tenant shall not use the Property for any purpose other than for the Permitted Use.

- 10.2 The Tenant shall not:

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

10.2.2 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 or the Landlord's Neighbouring Property;

10.2.3 obstruct the Accessway or any means of access to the Property;

10.2.4 use the Property for the storage, treatment, incineration or disposal of waste;

10.2.5 allow camping on the Property or the overnight parking of vehicles in the Car Park or on the Property or permit the flying of model aeroplanes on the Property;

10.2.6 without the Landlord's prior consent which shall not be unreasonably withheld light bonfires or permit the flying of drones on the Property;

10.2.7 remain on the Property between the hours of 11pm and dawn;

10.2.8 remove any topsoil, turf, stone or gravel from the Property;

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

- 10.3 The Tenant shall keep any buildings on the Property of a temporary or permanent nature in tenantable repair, at the end of the term, leave the Property, clean, tidy and clear of rubbish and keep and leave clean and in good repair, order and condition and free from obstruction all field drains, fences, hedges, gates and posts on the Property.

- 10.4 The Tenant shall keep the Property in a condition suitable for the playing of village cricket through the proper maintenance of grass and other playing surfaces whether or not the Landlord shall have provided a tractor mower for use by the Tenant as referred to in clause 10.7.

- 10.5 The Tenant shall as often as it is practicable to do so (but subject always to the provision of a tractor mower pursuant to clause 10.7) cut the grass on the Football Field to a length suitable for the playing of village football.

- 10.6 The Tenant shall also (but subject always to the provision of a tractor mower pursuant to clause 10.7) mow the Other Areas not less than 4 times per year between March and November so as to keep the grass at a length suitable for general recreation.
- 10.7 The Landlord may provide on the Property or on the Landlord's Neighbouring Property for the Tenant's (non-exclusive) use a ride on tractor mower designed to cover large areas of ground to enable the Tenant to comply with its obligations under clauses 10.4, 10.5 and 10.6, and if so provided by the Landlord, the Landlord shall insure the same and keep it in serviceable repair and condition.
- 10.8 The Tenant shall pay for all fuel consumed in its use of the tractor mower whether employed on the Property, the Football Field or the Other Areas [and shall contribute [one half] of the servicing costs incurred by the Landlord].
- 10.9 The Tenant shall ensure that only responsible qualified adult operatives use the tractor mower and that such operatives exercise due care and attention in its operation and use, comply with any manufacturer's recommendations in its operation and return it to the storage facility provided by the Landlord following use.
- 10.10 The Tenant shall outside the period from 1st March to 1st September (or outside such other times as the cutting of hedges shall be prohibited by law) keep suitably trimmed the hedge adjoining the western boundary of the Property.
- 10.11 The Landlord may enter the Property to inspect its condition and may give the Tenant a notice of any breach of any of the tenant covenants in this Lease relating to the condition of the Property. The Tenant shall carry out and complete any works needed to remedy that breach within the time reasonably required by the Landlord, in default of which the Landlord may enter the Property and carry out the works needed. The costs incurred by the Landlord in carrying out any works pursuant to this clause 10.10 (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand. Any action taken by the Landlord pursuant to this clause 10.10 shall be without prejudice to the Landlord's other rights, including those under clause 16.
- 10.12 The Tenant shall not make any alteration or addition to the Property or install or erect any equipment, buildings or other structures on the Property (including without limitation the installation of a shipping container or other temporary structure for use as a changing facility) without the Landlord's prior written consent, such consent not to be unreasonably withheld and 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.

11 COMPLIANCE WITH LAWS

- 11.1 The Tenant shall comply with all laws relating to:
- 11.1.1 the Property and the occupation and use of the Property by the Tenant;
 - 11.1.2 the use of machinery and equipment employed by the Tenant;
 - 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, not to be unreasonably withheld.

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 assign, part with or share any of the benefits or burdens of this Lease or hold the lease on trust for any person other than Ide Cricket Club, or grant any right or licence over the Property in favour of any third party.
- 12.2 The Tenant may hire or let on licence the whole or part of the Property to other sports clubs on a daily or half daily basis for recreational purposes provided that the Tenant shall have first given as much notice as is reasonably practicable to the Landlord of any such intended arrangement and the terms agreed including the letting fee payable.
- 12.3 The Tenant shall ensure that all appropriate third party insurance cover is maintained for any liability arising out of any arrangement set out in clause 12.2.
- 12.4 The Tenant may with the Landlord's prior consent (not to be unreasonably withheld) allow occasional village community events to be held on the Property for the purposes of fund raising or otherwise and to sell alcohol at such events subject to first complying with any necessary Temporary Events Notice procedure under the Licensing Act 2003 and any other legal requirements in force.

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 4 weeks 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.

14 INDEMNITY

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

15 LANDLORD'S COVENANT FOR QUIET ENJOYMENT

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.

16 RE-ENTRY AND FORFEITURE

16.1 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:

- 16.1.1 any sum due under this Lease is unpaid 21 days after becoming payable whether it has been formally demanded or not;
- 16.1.2 any breach of any condition or tenant covenant of this Lease; or
- 16.1.3 the dissolution or winding up of Ide Cricket Club.

16.2 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.

17 ENTIRE AGREEMENT

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.

18 LIMITATION OF LIABILITY OF TENANT TRUSTEES

The Tenant is entering into this Lease as trustee of Ide Cricket Club (the **Club**) and as such any liability on the part of Tenant or any trustees for the time being comprising the Tenant under or pursuant to this Lease is limited to the net assets (being the Club's assets net of tax and costs) held on trust for the time being by the Tenant as trustee of the Club which are in the Tenant's possession or under the Tenant's control as trustee of the Club and the Tenant shall not incur any further liability.

19 NOTICES, CONSENTS AND APPROVALS

19.1 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:

- 19.1.1 in writing and for the purposes of this clause an email is not in writing; and
- 19.1.2 given by hand or by pre-paid first-class post or other next working day delivery service as follows:

19.1.2.a to the Landlord at Smallridge House, The Green, Ide, Exeter EX2 9RT

19.1.2.b to the Tenant at 9 The Hams, Ide, Exeter EX2 9RQ

or to such other address as shall be notified by the parties to one another from time to time.

19.2 If a notice complies with the criteria in clause 19.1, whether or not this Lease requires that notice to be in writing, it shall be deemed to have been received:

19.2.1 if delivered by hand, at the time the notice is left at the proper address; or

19.2.2 if sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting.

19.3 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.

19.4 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this Lease.

19.5 Where the consent of the Landlord is required under this Lease, a consent shall only be valid if it is given by deed, unless:

19.5.1 it is given in writing and signed by the Landlord or a person duly authorised on its behalf; and

19.5.2 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.

19.6 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:

19.6.1 the approval is being given in a case of emergency; or

19.6.2 this Lease expressly states that the approval need not be in writing.

19.7 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 **RIGHTS OF THIRD PARTIES**

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.

21 **GOVERNING LAW**

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.

22 JURISDICTION

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).

23 EXCLUSION OF SECTIONS 24 TO 28 OF THE LTA 1954

23.1 The parties confirm that:

23.1.1 the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy created by this Lease, [not less than 14 days] before the Agreement for Lease dated 2024 pursuant to which this lease was granted was entered into;

23.1.2 Richard Anthony Cloke who was duly authorised by the Tenant to do so made a [statutory] declaration dated 2024 in accordance with the requirements of section 38A(3)(b) of the LTA 1954.

23.2 The parties agree that the provisions of sections 24 to 28 of the LTA 1954 are excluded in relation to the tenancy created by this Lease.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

EXECUTED as a **Deed** by
IDE PARISH COUNCIL
acting by:

Chairman

.....

Clerk to the Parish Council

.....

SIGNED as a **Deed** by
RICHARD ANTHONY CLOKE
in the presence of:

.....
Richard Anthony Cloke

Witness signature:

Name:

Address:

Occupation:

SIGNED as a **Deed** by
NIGEL JOHN GOODING
in the presence of:

.....
Nigel John Godding

Witness signature:

Name:

Address:

Occupation:

APPENDIX 5
SIDE LETTER

[ON HEADED PAPER OF IDE PARISH COUNCIL]

The Chairman
Ide Cricket Club
9 Hams
Ide
Exeter
EX2 9TQ

2024

Dear Sir,

WEIR MEADOW, STATION ROAD, IDE

In this letter:

Agreement for Lease means the agreement for lease relating to Weir Meadow in the form agreed between us and to be exchanged immediately after your countersigning and returning to us this letter.

Lease means the lease to be delivered pursuant to the terms of the Agreement for Lease.

Property means the land to be demised by the Lease.

Background

The Council is today entering into the Agreement for Lease with you under which you are providing to the Council a substantial sum to enable the Council to construct of a new artificial cricket wicket on the Property.

The Lease is to be for a term of one year only contracted out of the security of tenure provisions of the Landlord and Tenant Act 1954. The term is short – and deliberately so- to ensure that matters of concern for either or both parties which arise during the term and which could not reasonably have been foreseen at the outset are properly addressed and taken into account in a renewal lease rather than be left to be addressed within the strictures of the current Lease.

The Council equally recognises that you are making a substantial investment in the Property which you wish to safeguard so far as is practicable.

Council commitment

Therefore, in consideration of your today entering into the Agreement for Lease, the Council hereby undertakes that it shall prior to the expiry of the Lease negotiate with you in good faith, to the exclusion of any other party, for the grant of a renewal lease on terms substantially similar to the Lease save for:

- The term
- Consequential changes that arise from a longer term
- The rent

- Such changes as may be agreed between us (each party acting in good faith) having regard to unforeseen issues which arise during the term of the Lease.

The undertaking given above will be of no effect if steps shall have been taken to forfeit the Lease prior to the commencement of any negotiation for its renewal or if you are otherwise in material breach of the terms of the Lease.

Please signify your agreement to the foregoing by signing and returning to us a copy of this letter.

Yours faithfully

Nicholas Bradley
Chair
Ide Parish Council

Ide Cricket Club accepts the above written terms

.....
Chair
Ide Cricket Club