

DATED 17th May 1985

THE PARISH COUNCIL OF KNAPTON

- and -

MUNDESLEY AND DISTRICT RECREATION ASSOCIATION

LEASE

Relating to:-

The Playing Field in the Parish of Knapton

WILKINSON & DAVIES
SOLICITORS

inc to 12P



THIS LEASE made the 17th day of May One thousand Nine hundred and Eighty Five INLAND REVENUE
PROVIDED
day 28 of May 1985
EVIDENCE ACT 1931
BETWEEN THE PARISH

COUNCIL OF KNAPTON in the County of Norfolk (hereinafter called "the Landlord") which expression shall where the context so admits include the person for the time being entitled to the reversion immediately expectant on the term hereby ordered) of the one part and JOHN GILBRAITH MILLER of Meadow House Cromer Road Mundesley in the County of Norfolk GEOFFREY VERNON GRISTON of Cowper Cottage 35 High Street Mundesley Norfolk PATRICK CHARLES BONHAM of 16 High Street Mundesley and COLIN EDWARD PEEK of 14 Texel Way Mundesley in the said County being the present Trustees of the MUNDESLEY AND DISTRICT RECREATION ASSOCIATION (hereinafter called the "Trustees") of the other part

WITNESSETH as follows:

1. IN consideration of the rent and the covenants by the Trustees hereinafter reserved and contained the Landlord hereby demises to the Trustees ALL THAT playing field situate in and forming part of the Parish of Knapton in the County of Norfolk as the same is for the purpose of identification only delineated on the plan annexed hereto and thereon coloured red and blue (hereinafter called the "Demised Premises") SUBJECT TO the rights of the Landlord to the exclusive possession of the Demised Premises for a total of six days per annum one of these days to be the SPRING BANK HOLIDAY MONDAY PROVIDED ALWAYS that the Landlord gives sufficient notice of any date on which the field might be required in order not to coincide with any pre-arranged fixture or match TO HOLD the same unto the Trustees for a term of twenty seven years from the 17th day of May One thousand Nine hundred and Eighty five paying

thereafter a peppercorn rent of One Pound (£1) per annum the first of such payments to be made on the signing hereof and each subsequent payment on the anniversary hereof

2. THE Trustees hereby jointly and severally covenant with the Landlord as follows:-

(i) TO pay the rent hereby reserved at the times and in the manner aforesaid

(ii) TO discharge all existing and future rates taxes assessments and outgoings whatsoever imposed on or payable by the owner or occupier of the Demised Premises in respect thereof

(iii) TO ensure that the said field shall be used by the members of the MUNDESLEY AND DISTRICT RECREATION ASSOCIATION their guests visitors friends and others by invitation only as a recreation and playing field

(iv) TO keep all the hedges fences and entrances upon the demised premises in good repair and condition

(v) TO maintain and keep in good repair and condition the existing and any future playing equipment in the area designated for playing on the plan annexed hereto and thereon coloured blue

(vi) TO keep the premises clean and tidy and clear of litter and to provide an adequate number of refuse bins on the property of a type approved by the Landlord

(vii) NOT to park or use or allow to be used any motor cycles bicycles or any other vehicles or motor vehicles on any part of the Demised Premises except such vehicle as may be necessary for the maintenance of the Demised Premises

(viii) NOT to make any alterations or changes to the character or general arrangement of the Demised

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Premises or erect any buildings or other structure without having first obtained the written consent of the Landlord such alterations or changes being necessary or desirable for the use of the land as a recreation and playing field and the decision as to such matters being at the sole discretion of the Landlord

(ix) TO manage and manure the Demised Premises in a good and husbandlike manner so as to keep the land constantly in good heart and condition

(x) Not to allow any dogs cats or other animals onto the Demised Premises and to provide adequate notice to this effect on the Demised Premises

(xi) NOT to assign underlet or part with possession of the Demised Premises without having first obtained the written consent of the Landlord

(xii) TO permit the Landlord and his duly authorised agents upon giving at least one weeks previous notice in writing at all reasonable times to enter the Demised Premises to inspect the condition thereof and for all other reasonable purposes

(xiii) TO obtain all necessary planning approvals and permissions for the use of the Demised Premises as a recreation and playing field and to do all acts and things required by and perform any works conformably in all respects with the provisions and conditions thereof and with the provisions of any statute rule order regulation or byelaw applicable

(xiv) AT the Trustees own expense to execute all such works and provide and maintain all arrangements as

are or may under or in pursuance of any act or Acts of Parliament already or hereafter to be passed to be direct or required by any District Council Local or Public Authority to be executed provided and maintained at any time during the term upon or in respect of the premises or any part thereof whether by Landlord or the Trustees

(xv) TO comply with all Acts of Parliament statutory instruments made thereunder and by laws and to execute and to do at the expense of the Trustees all such works and things whatever as may now or at any time during the term be directed or required by any national local or competent authority in respect of the premises or any part thereof for the use thereof whether by the owner or occupier thereof and also but without prejudice to the generality of the foregoing to comply in all respects with (if applicable) the Offices Shops and Railway Premises Act 1963 the Factories Act 1961 and the Clean Air Act 1956 The Fire Act Precautions Act 1971 and the Health and Safety at Work Act 1974 and at all times during the term to indemnify and keep indemnified the Landlord against all actions proceedings claims demands and liability in respect of all such matters

(xvi) WITHIN seven days of the receipt of notice of the same (whether by advertisement or not) to give full particulars to the Landlord of any permission notice order or proposal for a notice or order made given or issued to the Trustees the Trustees or under Tenant or the owner or occupier of the premises by any Government Department local or public authority or by any

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competent authority under or by virtue of any statutory powers whether the same shall be served directly on the Trustees of the original or a copy thereof be received from any undertenant or other person and if so required by the Landlord to produce such permission notice order or proposal for a notice or order to the Landlord and also without delay to take all reasonable or necessary steps to comply with any such notice or order and also at the request of the Landlord to make or join with the Landlord in making such objections or representations against or in respect of any such notice order or proposal as aforesaid as the Landlord shall deem expedient

(xvii) TO insure and at all times keep insured the premises against all third party public and occupiers liability risks including liability under the Defective Premises Act 1972 and to effect such insurance in some insurance office and through any agency to be approved by the Landlord in the joint names of the Landlord and the Trustees

(xviii) UPON every request by the Landlord or the Landlord's agents to produce to the Landlord the policy of such insurance and the receipt for every premium for the then current year payable in respect of such policy

(xix) TO indemnify and keep indemnified the Landlord from and against legal liability in respect of all loss damage actions proceedings suits claims demands costs damages liabilities and expenses in respect of any injury to or the death of any person damage to any property movable or immovable the infringement disturbance destruction or any right

easement or privilege or otherwise by reason of or arising in any way directly or indirectly out of the repair or state of repair of the premises for which the trustees are liable hereunder or the execution by the trustees of any alterations to the premises and from all proceedings costs claims and demands of whatever nature in respect of such liability

PROVIDED THAT the provisions of this sub clause shall not render the Trustees legally liable (a) during the exclusive periods of use of the Demised Premises by the Landlord or its guests and invitees and (b) during use by persons permitted under Clause 5(ii) herein

(xx) TO be responsible for and to indemnify the Landlord against all damage occasioned to the premises or any adjacent or neighbouring premises or injury (including injury resulting in death) to any person caused by any act default or negligence of the trustees or the servants agents licencees invitees or under tenants of the trustees

(xxi) NOT to do or permit or suffer anything to be done in or upon the Demised Premises or any part thereof which may be or become a nuisance or annoyance or cause damage or inconvenience to the Landlord or to the Owners or occupiers of any neighbouring land or property

(xxii) NOT to allow any person other than the members of the MUNDESLEY AND DISTRICT RECREATION ASSOCIATION and their guests visitors friends and invitees to use the Demised Premises except as provided in Clause 5 (ii) hereof for any purpose and in particular not without the previous written consent of

the Landlord to invite or allow the general public to enter thereon either gratuitously or on payment for the purpose of witnessing and taking part in any game or other display and entertainment

(xxiii) IN the event of the Trustees ceasing to occupy the field to reinstate the boundary fences of the property and to deliver up the Demised Premises in a condition consistent with the foregoing provisions

(xxiv) TO pay the Landlords costs (including VAT) of and incidental to the preparation of this Lease and a counterpart thereof

3. THE Landlord covenants with the Trustees as follows:

That Trustees paying the rent hereby reserved and performing and observing the several covenants on the Trustees part herein contained shall peacefully hold and enjoy the Demised Premises during the said term without any interruption by the Landlord or any person rightfully claiming under or interest for the Landlord: provided always and it is hereby agreed and declared that:

if the rent hereby reserved or any part thereof shall be unpaid for twenty one days after being payable (whether formally demanded or not) or if any covenant on the Trustees part herein contained shall not be performed or observed then and in either of the said cases it shall be lawful for the Landlord at any time thereafter to re-enter upon the Demised Premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the right of action of the Landlord in

respect of any breach of the Trustees covenants herein contained

4. PROVIDED ALWAYS IT IS HEREBY AGREED:-

(i) NOTWITHSTANDING anything herein contained (and to the extent that such liability can lawfully be excluded) the Landlord shall be under no liability either to the parties hereto or to strangers in this Lease who may be permitted to enter or use the premises for accidents happening injuries sustain or for loss or damage to goods or chattels in the premises or any part thereof except arising from the negligence of the Landlord or that of any servant or agent of the Landlord

(ii) THAT nothing contained in this Lease shall prohibit individual residents and their guests of the Parish of Knapton from having a free and unrestricted right of entry to the Demised Premises during daylight hours and for recreational purposes without animals as they wish

(iii) THAT a member of the Knapton Parish Council as nominated by the Parish Council should serve on the Mundesley and District Recreation Association Committee and the Mundesley and District Recreation Association should make provision in its constitution to this effect

5. IT is hereby certified that the transaction hereby effected does not form part of a larger transaction or a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration other than the rent exceeds THIRTY THOUSAND POUNDS (£30,000.00)

herein

IN WITNESS whereof HERBERT SIDNEY HICKS MALCOLM HEDLEY
ALFRED CUTTS and JOHN NICHOLLS three of the members of
the Parish Council of Knapton and the said Trustees have
hereunto set their hands and seals the day and year first
before written

SIGNED SEALED and DELIVERED
by the said HERBERT SIDNEY
HICKS in the presence of:-

P. Herb. S. Hicks
The Spiney
Knapton Norfolk
Housewife



SIGNED SEALED and DELIVERED
by the said MALCOLM HEDLEY
ALFRED CUTTS in the presence
of:-

J. Nicholls
Hightower, Knapton
Leman Relator.



SIGNED SEALED and DELIVERED
by the said JOHN NICHOLLS
in the presence of:-

A. Cutts
Hartly House
Knapton, Norfolk
Market Cross



SIGNED SEALED and DELIVERED
by the said JOHN GILBRAITH
MILLER in the presence of:-

SIGNED SEALED and DELIVERED
by the said GEOFFREY VERNON
GRISTON in the presence of:-

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SIGNED SEALED and DELIVERED
by the said PATRICK CHARLES
BONHAM in the presence of:-

SIGNED SEALED and DELIVERED
by the said COLIN EDWARD
PEEK in the presence of:-

