

Dated

11/2

February

2004

**National Playing Fields Association**

and

**The Trustees of Northwood Community Sport for All**

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**Lease of field adjoining cricket ground**  
**Mount Vernon Hospital**  
**Rickmansworth Road**  
**Northwood HA6 2RN**

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**2002 version/Charity**

Property mentioned in property described in the schedule

17. Other material to be supplied for signature

This lease is made the ..... 11th day of ..... February ..... 2008

Between

- (1) **National Playing Fields Association**,  
Incorporated by Royal Charter, Registered Charity no. 306070  
Principal office: Stanley House, St Chads Place, London WC1X 9HA  
("the NPFA") and
- (2) **Peter Murray Baron** of Holy Trinity Vicarage Gateway Close,  
Northwood HA6 2RP **Christopher Boultbee** of 102 Copsewood Way,  
Northwood HA6 2UB **Nigel Mundy** of Meadow Cottage, 21 Cygnet  
Close, Northwood HA6 2SY **Andrew Bowen** of 27 Kewferry Road,  
Northwood HA6 2PQ ("the Tenant") being four of the Trustees of the  
Charity

IT IS AGREED AS FOLLOWS:

#### **Definitions and interpretation**

1. In this lease:
- 1.1 'Charity' means Northwood Community Sport for All (registered charity No.1099608) governed inter alias by the Tenant
- 1.2 'Constitution' means the governing document of the Charity
- 1.3 'Insolvency Event' in respect of any trustee comprised in the Tenant means any application being made to the court for an interim order under Part VIII of the Insolvency Act 1986 or the convening of a meeting of the trustee's creditors or the entry into of any arrangement, scheme or compromise with his creditors (or any of them) or the trustee being adjudged bankrupt.
- 1.4 'NPFA' includes the successors in title of NPFA to the Property and any other person who is at any time entitled to the reversion immediately expectant on the determination of the Term
- 1.5 'Objects' means the charitable objects of the Charity set out in the Constitution, namely the provision administration and maintenance of the Property for use as a playing field and environmental pond area for the benefit of Holy Trinity Primary School and the community at large including but not limited to those who by reason of youth, age, infirmity, disability, poverty or social and economic circumstances have special need of such facilities with a view to improving their quality of life
- 1.6 'Property' means the Property described in the schedule
- 1.7 'Rent' means £1 (one pound) per year, if demanded

- 1.8 'Rights' means such rights as the NPFA has in respect of the Property and is capable of granting to the Tenant and which are necessary for the enjoyment of the Property for the purpose of the Objects
- 1.9 'Tenant' includes the Tenant's successors in title
- 1.10 'Term' means the term of 999 years commencing on the date of this lease
- 1.11 words importing one gender shall be construed as importing any other gender
- 1.12 words importing the singular shall be construed as importing the plural and vice versa
- 1.13 references to persons shall include bodies corporate
- 1.14 the clause headings do not form part of this lease and shall not be taken into account in its construction or interpretation
- 1.15 any undertaking by the Tenant not to do an act or thing includes an obligation not to permit or suffer such act or thing to be done by another person
- 1.16 where the Tenant comprises more than one person the obligations and liabilities of that party under this lease shall be joint and several obligations and liabilities of those persons (but for the purposes of this clause an incorporated body of trustees shall be one person)
- 1.17 obligations to maintain or repair the Property or any part of it shall be irrespective of the state of maintenance and repair at the start of this lease

### **Tenancy**

2. The NPFA lets and the Tenant takes the Property for the Term at the Rent together with the Rights.

### **The Tenant's obligations**

3. The Tenant agrees with NPFA throughout the Term:

#### ***Rent***

- 3.1 to pay the Rent annually throughout the Term on 1<sup>st</sup> April in each year;

#### ***Use***

- 3.2 to use the Property only for the Objects;

- 3.3 not to use the Property or any part of the Property or allow it to be used for any illegal or immoral purpose or for any offensive trade or business or for the purpose of any betting transaction within the meaning of the Betting Gaming and Lotteries Act 1963 or for gaming within the meaning of the Gaming Act 1968 and not to make or permit or suffer to be made any application for a betting office licence or a licence or registration under the Gaming Act 1968 in respect of the Property or any part thereof;
- 3.4 not to do on or in relation to the Property any act or thing by reason of which NPFA may under any statute have imposed on it or become liable to pay any penalty, damages, compensation, costs, charges or expenses;
- 3.5 not to cause any nuisance or annoyance to the NPFA or to any neighbouring owners or occupiers;
- 3.6 not so far as reasonably practicable allow any dogs on the Property save for guide dogs for blind persons unless otherwise agreed by the NPFA in writing;

#### ***Repair and Maintenance***

- 3.7 to keep the Property and all buildings and other structures (including car parks and all playing surfaces) in good and substantial repair and condition;
- 3.8 to keep the grass properly cut or playing surfaces otherwise surfaced and to keep the Property reasonably free from weeds;
- 3.9 to keep every hedge, ditch and drain properly cleansed, cut, trimmed, maintained and repaired;
- 3.10 to maintain each and any fence, gate and other structure along the boundary of the Property in a good and safe state of repair and to erect and thereafter maintain a fence of good and sound construction along any boundary not at the date of this lease fenced as shall be necessary in the reasonable opinion of the NPFA for the safety of people using the Property or any persons whose property is adjacent to the Property;

#### ***Alterations***

- 3.11 not to erect any buildings or other structure or make any other additions or alterations nor to carry out any development (as defined in Section 55 of the Town and Country Planning Act 1990) on the Property except that the Tenant may with the NPFA's prior written consent erect a building or other structure ancillary to the permitted use as shall be approved (as to site dimensions and otherwise) by the NPFA after submission to them by the Tenant of the proposed plans, elevations and drawings and provided that the Tenant shall at its own

expense have obtained and supplied to the NPFA all necessary planning and other permissions and shall at all times comply with all applicable building regulations;

- 3.12 not to do or make any excavations or construction works other than works for the proper maintenance and upkeep of the Property without the NPFA's prior written consent;
- 3.13 not without the NPFA's prior written consent to cut down or injure any trees, plants, bushes or hedges or permanently remove any soil, clay, sand or any other materials from the Property, nor to permit any waste, rubbish or soil to be left or deposited on the Property and promptly remove any that is;
- 3.14 not to allow any aerial, mast, advertisement, board or sign (temporary or otherwise) to be erected on the Property (other than usual signs indicating the name of the Tenant and other necessary directional signs relevant to the permitted use);
- 3.15 not to allow any erection (temporary or otherwise) in the nature of a hut, caravan, house on wheels, shed or other chattel adapted or intended for use as a dwelling or sleeping apartment to be erected on the Property;
- 3.16 to erect a notice on the Property relating to the NPFA in such form as the NPFA reasonably requires if the NPFA so requests;

#### ***Permit Entry***

- 3.17 to permit the NPFA and their agents at all reasonable times to enter the Property to inspect its condition and for all other reasonable purposes including carrying out works of maintenance and repair in default of the Tenant fulfilling its obligations under this lease and to reimburse the NPFA for the cost of any necessary works incurred by them in carrying out such works in default of the Tenant complying with its obligations;

#### ***Alienation***

- 3.18 Not to assign, underlet, charge, share or part with the possession or occupation of the Property or any part of the Property except by permitting the use of the Property for the Objects by beneficiaries of the Charity in a manner which does not create or transfer a legal estate;

#### ***Insurance***

- 3.19 to insure and keep insured the Property and all buildings and other structures on the Property from loss or damage by fire and other physical perils and all other usual risks as the NPFA may reasonably require to the full reinstatement value thereof and to effect public liability insurance to a minimum cover of £5 million to the satisfaction of the NPFA. The Tenant shall pay all premiums due within 14 days of

the due date and shall produce to the NPFA or its duly authorised agent on demand such insurance policies and the receipt for the last premium payments and cause all monies received under the appropriate insurance to be forthwith laid out and applied in rebuilding and reinstating all such buildings and making good any damage to the Property and to make good from the Tenant's own funds any shortfall.

#### ***Statutory Compliance***

- 3.20 to ensure that the Property and all buildings and structures thereon are operated in accordance with all applicable laws and regulations including (for the avoidance of doubt) laws concerning taxation (including value added tax), planning, environmental protection, liquor licensing, fire precautions, health and safety, employment, equal opportunities and racial discrimination;
- 3.21 to ensure that any play areas are supplied, instituted and maintained in accordance with the full recommendations of European Standards EN1176 and EN1177 and British Standards ESI 7188 or any amendment to or replacement thereof;

#### ***Outgoings***

- 3.22 to pay all rates, utility bills and other outgoings relating to the Property;

#### ***Report***

- 3.23 to deliver to the NPFA an annual report in such form as the NPFA may reasonably require setting out the condition of the Property and any fences or walls and the manner in which the Property has been used during the preceding year including a list of the principal users of all the facilities, such report to be delivered at the same time as it provides the NPFA with copies of its annual report, return and accounts as required under the Constitution;

#### ***Notification***

- 3.24 to notify the NPFA promptly of any notice, order, direction or other matter from any competent authority likely to affect the Property;

#### ***Covenants and restrictions***

- 3.25 to observe, perform and abide by all covenants, restrictions on title and other matters affecting the Property and to observe and perform all the NPFA's covenants pursuant to any lease by which the NPFA holds the Property other than any covenants to pay rent;

### ***Easements and Encroachments***

- 3.26 to take all reasonable steps to prevent any new window light, opening, doorway, path, passage, pipe or other encroachment or easement being made or acquired in, against or out of or upon the Property and to notify NPFA immediately if any such encroachment or easement shall be made or acquired (or attempted to be made or acquired) and at the request of NPFA to adopt such means as shall reasonably be required to prevent such encroachment or the acquisition of any such easement;

### ***Fees***

- 3.27 to pay the fees and disbursements of the NPFA's solicitors and other professional advisers in connection with any application for consent under this lease; and

### ***Indemnity***

- 3.28 To indemnify and keep indemnified the NPFA from all liability, costs, claims, proceedings, damages and demands arising from any injury to or the death of any person or damage to property or the infringement, disturbance or destruction of any right or easement or privilege arising from any breach of the Tenant's obligations under this lease.

### **NPFA's obligations**

4. The NPFA agrees with the Tenant while the Tenant complies with its obligations under this lease to permit the Tenant peaceably and quietly to hold and enjoy the Property without any interruption or disturbance from or by NPFA or any person claiming under or in trust for NPFA.

### **Provisos**

#### ***Re-entry***

5. If and whenever during the lease:
  - 5.1 the Rent or any of it is outstanding for 14 days after becoming due whether formally demanded or not;
  - 5.2 there is a breach by the Tenant of any undertaking or other term of this lease;
  - 5.3 the Tenant does not comprise at least three trustees who have not suffered an Insolvency Event;
  - 5.4 a receiver and manager of the Charity is appointed pursuant to section 18 of the Charities Act 1993; or
  - 5.5 the Tenant resolves to change the Objects of the Charity without the prior written consent of the NPFA

NPFA may re-enter the Property or any part of it in the name of the whole at any time and then this lease will absolutely cease but without prejudice to any rights or remedies which may have accrued to NPFA against the Tenant in respect of any breach of undertaking or other term of this lease

### **Yielding up**

- 6.1 On termination of this lease the Tenant shall yield up the Property to the NPFA with vacant possession with all additions and improvements made and in such condition as is consistent with full performance of the Tenant's obligations in this lease.

### **Landlord and Tenant Act 1954**

- 7.1 Having been so authorised by an Order of the ~~County~~ County Court Case No. ~~14CV0056~~ dated the [ 3rd ] day of [ February ] 200[4] under the provisions of Section 38(4) of the Landlord and Tenant Act 1954 (as amended by Section 5 of the Law of Property Act 1969) the parties hereto agree and declare that the provisions in Sections 24 to 28 (inclusive) of that Act shall be and are hereby excluded in relation to the tenancy hereby created.
- 7.2 On quitting the Property the Tenant shall not be entitled to any compensation whatsoever whether under the provision of any legislation enacted before or after the date of this lease or otherwise.

### **Charities Act 1993**

- 8.1 The Property is held by the NPFA, a non-exempt charity, but this lease is a disposition falling within paragraph (b) of section 36(9) of the Charities Act 1993 ("the Act").
- 8.2 The Property will as a result of this lease be held by the Tenant in trust for the Charity, a non-exempt charity, and the restrictions on disposition imposed by section 36 of the Act will apply to the Property (subject to section 36(9) of the Act).

### **No Agreement for Lease**

9. There is no agreement for lease to which this lease gives effect.

### **Contracts (Rights of Third Parties) Act 1999**

10. The parties to this lease do not intend any of its terms to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this lease.

Executed and delivered as a deed on the above date

Schedule

Property

Field adjoining the cricket ground Mount Vernon Hospital, Rickmansworth Road, Northwood HA6 2RN and shown edged red on the attached plan

EXECUTED as a DEED by  
**National Playing Fields Association**  
acting by

) *Alison Rose Esq*  
Member of Council

*[Signature]*  
Member of Council

SIGNED as a DEED by  
**PETER MURRAY BARON**  
in the presence of:

WITNESS'S SIGNATURE:

NAME:

ADDRESS:

OCCUPATION:

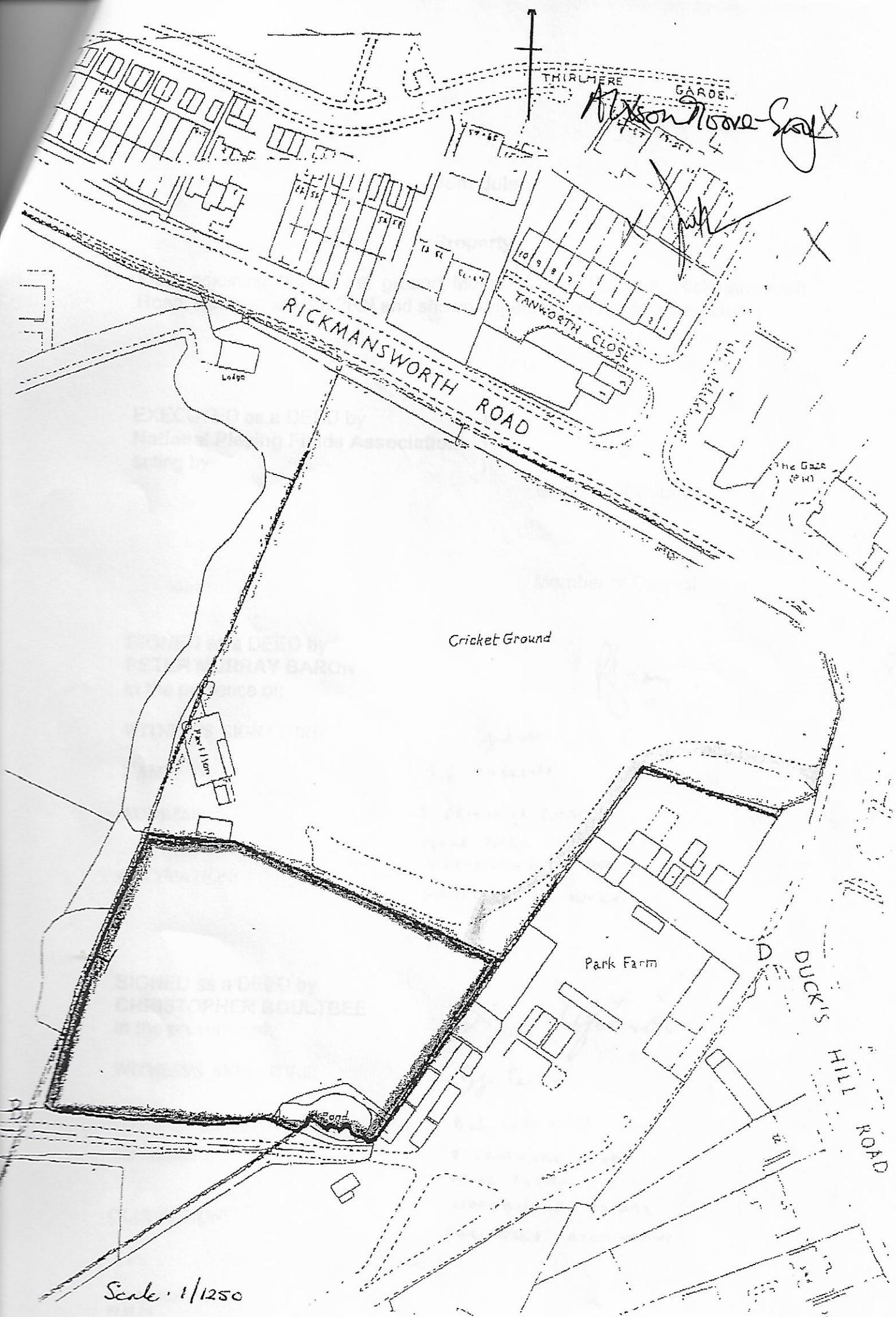
SIGNED as a DEED by  
**CHRISTOPHER BOULTBEE**  
in the presence of:

WITNESS'S SIGNATURE:

NAME:

ADDRESS:

OCCUPATION:



Schedule

Property

Field adjoining the cricket ground Mount Vernon Hospital, Rickmansworth Road, Northwood HA6 2RN and shown edged red on the attached plan

EXECUTED as a DEED by  
National Playing Fields Association  
acting by

)  
Member of Council

Member of Council

SIGNED as a DEED by  
**PETER MURRAY BARON**  
in the presence of:

WITNESS'S SIGNATURE:

NAME:

*B. J. Watkins*

ADDRESS:

8 ORMONDE ROAD

MOOR PARK

NORTHWOOD MIDDLESEX

CHARTERED ACCOUNTANT

OCCUPATION:

SIGNED as a DEED by  
**CHRISTOPHER BOULTBEE**  
in the presence of:

WITNESS'S SIGNATURE:

NAME:

*B. J. Watkins*

ADDRESS:

8 ORMONDE ROAD

MOOR PARK

NORTHWOOD MIDDLESEX

CHARTERED ACCOUNTANT

OCCUPATION:

SIGNED as a DEED by  
**NIGEL MUNDY**  
in the presence of:

WITNESS'S SIGNATURE:

NAME:

ADDRESS:

OCCUPATION:

SIGNED as a DEED by  
**ANDREW BOWEN**  
in the presence of:

WITNESS'S SIGNATURE:

NAME:

ADDRESS:

OCCUPATION:

*Nigel Mundy*

*B. J. Watkins*

B. J. WATKINS  
8, OLMONDE LANE  
MOOR PARK  
NORTHWOOD MIDDLE  
CHARTERED ACCOUNTANT

*A. R. Bowen*

*Dr J. M. Brewerton*  
95, COPESTWOOD WAY  
NORTHWOOD  
MIDDLE  
General Practitioner

