

THIS LEASE made the _____ day of _____ Two thousand and Twenty-two BETWEEN THE TOWN COUNCIL OF NEW MILTON of 2 Ashley Road New Milton Hampshire BH25 6AS (hereinafter called "the Landlords") acting by its Chairman Cllr Keith Craze and the Chairman of its Finance & General Purposes Committee Cllr Neil Tungate of the one part and the NEW MILTON BOWLING CLUB of The Bowling Green Whitefield Road New Milton Hampshire BH25 6DE (hereinafter called "the tenants") acting by its President Mr Kevin Smith and Secretary Mr Kevin Holland the duly appointed officers acting for and on behalf of the present Committee of the New Milton Bowling Club and the said officers for the time being of the Club of the other part:

WITNESSETH as follows:

1. In consideration of the rent and covenants by the Tenants hereinafter reserved and contained the Landlords hereby demise unto the Tenants the pavilion dedicated to the sport of Bowls on the New Milton Recreation Ground New Milton Hampshire together with the two associated bowling greens which premises are more particularly delineated on the plan annexed hereto and thereon outlined in pink (hereinafter called "the demised premises") and also the garage edged red on the said plan TOGETHER with shared use of the access footpath (coloured brown on the plan) in common with all other authorised users of the site for all purposes connected with the use and enjoyment of the demised premises as a Bowling Club but EXCEPTING AND RESERVING unto the Landlord the right for the inhabitants of the Parish of New Milton to use the land upon such reasonable terms as may be agreed from time to time between the Landlords and the Tenants TO HOLD the same unto the Tenants for the term of seven years from the First day of April 2021 determinable nevertheless as hereinafter provided paying therefore during the tenancy yearly the rents hereunder set out:

- (a) For the first year of the said term the yearly rent of £2,500.00, plus Value Added Tax at the rate pertaining at the date of payment.
- (b) For each subsequent period of one year of the residue of the said term a rent to be determined on an annual basis in accordance with the

provision in that behalf contained in the Second Schedule hereof AND such rent shall in all cases be paid by equal quarterly payments in advance on the First day of May August November and February in every year.

2. Whenever in this lease there is a covenant by the tenants to pay expenditure outgoings charges costs or any like expression incurred by the Landlord or any superior landlord all such expressions shall include Value Added Tax incurred by the Landlord or Superior Landlord in connection with the subject matter of the covenant and this lease shall be construed accordingly.
3. The Tenants hereby jointly and severally covenant with the Landlords:
 - (a) To observe and perform the provisions and stipulations contained in the First Schedule hereto.
 - (b) To contribute and keep the Landlords indemnified from and against the cost of maintaining the insurance of the demised premises (excluding the automatic watering system) in accordance with the Landlords covenant in that behalf contained in clause 4. (b) hereof.
4. The Landlords hereby covenant with the Tenants as follows:
 - (a) That the Tenants observing and performing the stipulations and provisions herein or in the Schedule hereto contained shall peaceably hold and enjoy the demised premises during the said term without any interruption by the Landlords or any person rightfully claiming under or in trust for them.
 - (b) To insure the demised premises and all Landlord's fixtures and fittings therein including the automatic watering system against damage by fire storm and flood and such other risks as the Landlords shall from time to time in their absolute discretion think fit to insure against in such sum as

they may from time to time be advised as being the full cost of rebuilding and reinstatement including all professional fees which may be required in relation to the rebuilding or reinstatement of the demised premises together with the cost of debris removal demolition site clearance and any works that may be required by statute plus incidental expenses. (The tenants interest being noted on the policy.)

- (c) To carry out such works as are reasonably required for the repair and maintenance of the exterior of the demised premises specifically the roof, external walls and foundations.

5. PROVIDED ALWAYS and it is hereby agreed as follows:

- (a) If the reserved rent or any part thereof shall be in arrears for twenty eight days (whether formally demanded or not) or if there shall be a breach of any stipulation or provision contained herein or in the First Schedule hereto the Landlords may re-enter on the demised premises and thereupon the term hereby created shall forthwith be determined without prejudice to the Landlords rights and remedies in respect of such breach.
- (b) If and whenever during the term the demised premises or any part of them are damaged or destroyed by any of the insured risks so that the demised premises or any part of them are unfit for occupation or use then the rent or a fair proportion thereof according to the nature and extent of the damage sustained shall cease to be payable until the demised premises or the affected part are made fit for occupation or use the amount of such proportion and the period during which the rent shall cease to be payable to be determined by the surveyor acting as an expert and not as an arbitrator appointed by the Landlord.
- (c) If the said Club shall cease to exist the term shall immediately cease and determine but without prejudice to the respective rights of either party in respect of any antecedent claim or breach of covenant.

6. For the avoidance of doubt the outdoor bowling season for the purposes of this lease shall commence on the fifteenth day of April and end on the last day of September in each year but play shall not commence before the Saturday immediately following the fifteenth of April in each year.

FIRST SCHEDULE

Obligations of the Tenants

1. To pay the reserved rent and charges as herein provided.
2. To discharge all existing and future rates and taxes assessments and outgoings whatsoever imposed on or payable by the owner or occupier of the demised premises in respect thereof.
3. To pay all charges for electricity gas and water supplied to the demised premises.
4. At their own expense to decorate and furnish the interior of the demised premises for use as a Bowling Club provided that no such works shall be carried out except in accordance with plans and specifications previously approved in writing by the Landlords. Such consent not to be unreasonably withheld.
5. To keep the interior of the demised premises including the glass windows thereof and the Landlords fixtures and sanitary and water apparatus therein always in a good and tenantable state of repair and decoration and in a clean and tidy condition to the satisfaction of the Town Clerk for the time being.

6. In the event of the Landlords giving to the Tenants notice of any wants of repair for which the Tenants are liable to make good such wants in a workmanlike manner within six weeks after the service of such notice.
7. To permit the Landlords and their duly authorised agents at all reasonable times upon giving not less than twenty four hours notice of their intention so to do to enter the demised premises to inspect the condition thereof and for all other reasonable purposes.
8. Not to assign underlet or part with the possession of the demised premises or any part thereof.
9. Not to cause or permit any public or private nuisance upon the demised premises or to do or permit to be done any thing which shall or may cause annoyance or inconvenience or disturbance to the Landlords or to the occupiers of neighbouring premises or to the general public and in particular not to deposit or permit to be deposited any bottles cans paper rubbish refuse or untidy articles on the Landlords adjoining land nor to cause any obstruction of any kind in the approach road and entrance to the Recreation Ground.
10. Not to damage or by neglect to allow damage to be caused to the demised premises and to make good at their own expense to the reasonable satisfaction of the Landlords all damage occasioned thereto including all fixtures fittings and equipment therein caused by the act neglect or default of any member of the Club or guests during the period of this Lease (excluding members of the public on the premises by right of having paid a green fee or otherwise and not being under the supervision of a Club Steward or other Club Member.)
11. To indemnify the Landlord against all actions costs claims and demands in respect of any injury or death or damage to any person or property which shall occur on the demised premises as a result of or in connection with the Tenants activities which are carried on in the demised premises and the Tenant shall effect and maintain throughout the term hereby granted public liability insurance

in a sum not less than £5,000,000 with an Insurance Company of repute approved by the Landlord or its agents and produce a copy of the policy and the current premium receipt to the Landlord upon demand.

12. Not to use the demised premises for any purpose other than a Bowling Club or such community use as is expressly agreed by the Landlord.
13. Not to affix any sign or notice whatsoever to the outside of the demised premises to make any alterations or additions thereto without the written consent of the Landlords. Such consent not to be unreasonably withheld.
14. Not to do anything whereby any justices licence which may be granted in respect of the Club may be jeopardized and in particular not to permit the consumption of alcohol beyond the licensed area.
15. To observe any reasonable regulations made or instructions given by the Landlords with regard to use of the greens.
16. To steward the greens on a day to day basis in accordance with instructions given by the Landlords and to collect the appropriate playing fees (as notified by the Council for each season) from members of the general public using the greens. These fees to be retained by the Club with the exception of the VAT element the total of which in respect of all public fees collected during the season then ended is to be paid to the Council by 31 October each year accompanied by a statement showing how the payment has been calculated.
17. To ensure that a minimum of two rinks (normally no's 11 and 12) are available for use by the general public at all times even when only one green is in operation.
18. To submit to the Council for inspection within eight weeks of the end of each outdoor bowling season the audited accounts of the Club for the season then ended.

19. To appoint an officer or member of the Club for the specific purpose of liaison with the Landlords representative or contractor responsible for the maintenance of the greens and to arrange such voluntary assistance and safeguarding as the Club may make available to assist with the said maintenance and security.
20. To safeguard the pavilion and the greens at all times and at the termination of this lease deliver up the same in a condition consistent with the provisions herein contained and to the reasonable satisfaction of the Landlords.
21. To provide the Landlords with a copy of the Constitution and Rules of the Club and to keep the same amended up to date.
22. Not to do anything to prejudice or invalidate the insurance of the premises.
23. To maintain and protect the greens throughout the playing and non-playing seasons to the minimum standards required by the Bournemouth & District and New Forest Outdoor Bowling Leagues for match play maintenance and servicing of all mechanical equipment (including that supplied by the Landlord) used in ground maintenance activities such works to be conducted by approved contractors including the green irrigation equipment sprinklers maintenance of all hedges and situate in demised premises including trimming of the external sides maintenance and pollarding (as required) of trees and maintenance of the shrub beds and borders subject to the proviso that works to hedges and trees must not take place between March and August except for emergency reasons
24. Contractors employed by the Club must be appropriately qualified with a Five Million Pounds Liability Insurance

SECOND SCHEDULE

1. The tenants shall pay for each subsequent period of one year of the residue hereinbefore mentioned of the said term a yearly rent which shall be determined on each anniversary of the term commencement date by the Landlord and bringing into account the following factors which reflect the fact that the Landlord is providing financial support to the Tenants:-

Benchmarking club membership fees

Benchmarking Town Council fees and charges

Grounds maintenance desired by the club against budget provision

Capital works

Examination of the club's annual accounts

Size of the club membership

"Community" facilities supplied by the club, whether as part of the lease or otherwise

Any other factors that Landlord deems appropriate

2. In the event of the market rent not having been agreed or determined prior to any such commencement as aforesaid for any reason whatever then in respect of the period of time (hereinafter called 'the said interval') beginning with such commencement and ending on the quarter day immediately following the date on which such agreement or determination shall have been made the Tenants shall pay to the Landlord in the manner hereinbefore provided rent at the yearly rate payable immediately before such commencement PROVIDED that at the expiration of the said interval there shall be due as a debt additional rent payable by the Tenants to the Landlord on demand a sum of money equal to the amount whereby the reviewed rent shall exceed the previous reviewed rent.
3. IT IS HEREBY DECLARED that for the purposes of this clause time shall not be of the essence and that the Landlord shall not be prevented from requiring a rent review in respect of any period of this Lease by reason of any delay on his part (whether before during or after the period in question) and any such delay shall not in any circumstances amount to an abandonment of the right to a rent review.

IN WITNESS whereof the Landlords representatives and those of the Tenants have hereunto set their respective hands the day and year first before written.

Signed as a Deed and Delivered
by the said Keith Craze
Chairman, New Milton Town Council
in the presence of

.....

witness

name

address

occupation

Signed as a Deed and Delivered
by the said Neil Tungate
Chairman, Finance and General
Purposes Committee,
New Milton Town Council
in the presence of

.....

witness

name

address

occupation

Signed as a Deed and Delivered
by the said Kevin Smith
President New Milton Bowling Club
in the presence of

.....

witness

name

address

occupation

Signed as a Deed and Delivered
by the said Kevin Holland Secretary,
New Milton Bowling Club
in the presence of

.....

witness

name

address

occupation



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Notes



New Milton
Town Council

New Milton Town Council

www.newmiltontowncouncil.gov.uk

Print Title

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Date 18/08/21

Scale 1: 700

DATED

2022

(1) NEW MILTON TOWN COUNCIL

and

(2) NEW MILTON BOWLING CLUB

LEASE

New Milton Bowls Club
New Milton Recreation Ground
New Milton
Hampshire

Anthony Harris & Company
43 Old Milton Road
New Milton
Hampshire
BH25 6DJ