

# **A Lease and License is made this day between**

## **New Alresford Town Council (NATC) and**

### **Alresford Rugby Football Club Limited (ARFC Ltd.)**

Whereas the NATC has agreed to give such lease and license on the following terms:-

Now it is hereby Agreed as follows:-

- 1 NATC (or Lessor) GRANTS and the ARFC Ltd. (or Lessee) TAKES all that property in the grounds of Arlebury Park comprising 1.41 hectares (3.8 acres) of the west field. The area of land as described above is shown on the maps in appendix 1 coloured red. The Lessee shall have, subject to section 1 a, exclusive use of the land for the purpose of playing the game of rugby and other rugby playing activities including the coaching and instruction of the game of rugby.
  - a. The Lease shall run from Sept 2013 to July 2038.
  - b. Lessee undertakes to pay NATC, as an acknowledgement of a ground rent by way of a 25 year lease not otherwise in respect of maintenance the annual sum of £2,000.
  - c. No floodlighting, free standing or affixed to an existing structure that is subject to planning regulations, shall be provided on site at any time.
  - d. Temporary floodlights that are not subject to planning regulations, are permitted up to a maximum of four hours a week until 30<sup>th</sup> April 2021.
  - e. No buildings to be constructed on site save as approved by the lessor and any such approval if given will only be for buildings of less than 50m<sup>3</sup> to house machinery and equipment for the maintenance of the sports pitches.
  
- 2 NATC grants ARFC Ltd. an annual license to use 0.566 hectares (1.4 acres) of land to the north of the west field of Arlebury Park. The area of land as described above is shown on the maps in appendix 1 coloured blue. The Licensee shall have use of the land for the purpose of playing the game of rugby and other rugby playing activities including the coaching and instruction of the game of rugby.
  - a. The licence will be subject to renewal on each anniversary of this agreement until 1 April 2026. Renewal of the licence will not unreasonably be withheld up to 31 March 2027 when the NATC lease on this land expires.
  - b. In the event that NATC obtains freehold possession of this land on or before 1 April 2027 this area of land will form part of the lease agreement defined in Section 1 at no extra cost to ARFC Ltd.
  - c. In the event that NATC does not obtain freehold possession of the land and the lease on this land is not renewed and the current lessor of the land invokes his right to reinstatement of the land to the state and condition existing at 1 April 2012 ARFC Ltd. will be responsible for any such reinstatement at the expense of ARFC Ltd.
  - d. ARFC Ltd. to maintain a sinking fund to cover any reinstatement of land referred to in Section 2 c to the value of £500 per annum for the period from 1 April 2013 until 31 March 2027 the first payment to be made by the 31 March, 2014. This annual payment to be reviewed during the year commencing 1st January 2019.
  - e. No floodlighting, free standing or affixed to an existing structure that is subject to planning regulations, shall be provided on site at any time.

- f. Temporary floodlights that are not subject to planning regulations, are permitted up to a maximum of four hours a week until 30<sup>th</sup> April 2021.
- g. No buildings or structures to be constructed or erected on site.

3 In regard to both the leased and licensed land:

- a. ARFC Ltd. shall make available for use, by members of the public who are paying a hire fee, any of the rugby facilities when not being used by ARFC Ltd. The administration of the hire of the facilities shall be managed by ARFC Ltd. and all hire fees shall remain their property.
- b. ARFC Ltd. shall allow free and unfettered public access to the land, other than for the playing of the game of rugby and other rugby activities, when not being used by ARFC Ltd. of hired by ARFC Ltd. for playing the game of rugby and other rugby activities.
- c. ARFC Ltd. is responsible for providing playable rugby pitches including rolling, painting and cleaning and the removal of dog litter and other debris on the pitches.
- d. ARFC Ltd. is responsible for ensuring that the rugby pitches are kept in good condition and agree to undertake the re-seeding and grass fertilisation of all pitches when necessary.
- e. ARFC Ltd. is responsible for grass cutting between the 1 September and 31 March. NATC will undertake grass cutting in accordance with its normal grass cutting programme between 1 April and 30 August. Any additional grass cutting that ARFC Ltd. may require between 1 April and 31 August will be undertaken by ARFC Ltd. at its own cost.

4 ARFC Ltd. undertakes with regard to both the leased and licensed land as follows :-

- a. To effect, maintain and make available for inspection annually, to a representative of NATC, a policy of insurance, which covers both its members and members of the public using the pitches for rugby activities.
- b. Not to use any of the ground for any purpose other than the permitted use as stated in Clause 1 and 2 above and to take reasonable care to avoid damage to the pitches beyond that incurred by normal use.
- c. To be responsible for the provision and erection of rugby football post sockets and rugby football posts on both pitches at the commencement of the season and the dismantling of same at the end of the season. ARFC Ltd. will be responsible for the maintenance and repair and immediate removal and replacement of any defective equipment.
- d. In conjunction with NATC to comply with the conditions of Clause 13.3 of the Rugby Football Unions Standard Terms & Conditions Floodlights & Pitches) relating to grant awards.
- e. To submit an annual end of season Fit for 15 progress report from season ending 2014 for a period of four years in accordance with Section 3 of the Rugby Football Unions Award Agreement.
- f. To implement the PSD annual grounds maintenance programme on handover for a period of five years.
- g. A member of ARFC Ltd. will attend the IOG Winter Pitches Level 1 course.
- h. ARFC Ltd. will agree an annual usage plan, with Hampshire RFU and RDO.

5 NATC grants the ARFC Ltd. the right to use the Arlebury Park changing room facilities on the following conditions:

- a. Payment of an annual fee of £500. To be reviewed on the fifth anniversary of this agreement and at intervals of 5 years thereafter.

- b. ARFC Ltd. is responsible for ensuring that they leave the changing facilities in a tidy and clean condition
- 6 When requested by ARFC Ltd., NATC will act as the purchasing agent for ARFC Ltd.. All invoices approved by ARFC Ltd. will be paid by NATC and ARFC Ltd. will reimburse NATC for the purchase cost.
  - 7 If ARFC Ltd. are found by NATC to be deficient in the performance of their obligations, including obligations to pay any sum or sums of money, as set out above, NATC may serve written notice to rectify and if after a reasonable period of time (a minimum of 21 days) defects have not been corrected and ARFC Ltd. has not disputed the alleged deficiency, NATC reserve the right to revoke the terms of the lease in order to ensure the rugby facilities do not fall into disrepair. Where a technical dispute occur, the parties are to appoint an RFU approved, independent advisor, to determine the scope and extent of the alleged deficiency. The advisor's determination will be final and binding on the parties, and the ARFC Ltd. will have a reasonable time after the determination in order to remedy any deficiency found.
  - 8 ARFC Ltd. paying the rent and complying with the covenants shall be entitled to full and quiet enjoyment of the premises and be indemnified by the Lessor against any claims on the premises by any third parties.
  - 9 This agreement replaces any previous agreement or agreements between NATC and ARFC Ltd. regarding the use of land and facilities at Arlebury Park.

Signed .....  
 (For Alresford Rugby Football Club)

Date: 30.11.2020

Position: CHAIRMAN

Signed .....  
 (For Alresford Rugby Football Club)

Date: .....

Position: .....

Signed .....  
 (For New Alresford Town Council)

Date: 20/11/20

Position: VICE CHAIR

Signed .....  
 (For New Alresford Town Council)

Date: 30/11/20

Position: Town Clerk

Appendix 1 to Lease between NATC and ARFC LTD. Ltd.

