

**DATED**

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**COUNTERPART**

**LEASE**

relating to

**THE PLAYING FIELD ADJACENT TO 105 TOWNFIELD LANE, FRODSHAM,  
CHESHIRE**

between

**THE TRUSTEES OF FRODSHAM ENDOWED SCHOOL**

and

**FRODSHAM TOWN COUNCIL**

**PRESCRIBED CLAUSES**

**LR1. Date of lease**

**LR2. Title number(s)**

**LR2.1 Landlord's title number(s)**

CH565678

**LR2.2 Other title numbers**

CH556946

**LR3. Parties to this lease**

**Landlord**

The Trustees of Frodsham Endowed School,

Frodsham, Cheshire

**Tenant**

Frodsham Town Council

Castle Park, Frodsham, Cheshire, WA6 6SB

**Other parties**

None

**LR4. Property**

Land situated in Townfield Lane, Frodsham, Cheshire as shown edged red on the plan attached to this Lease.

**LR5. Prescribed statements etc.**

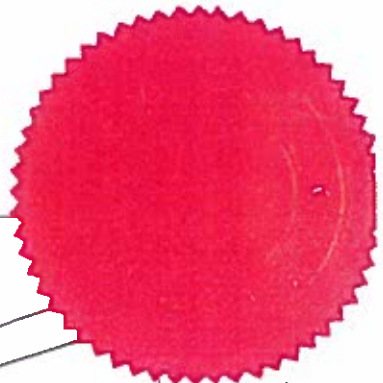
**LR5.1**

See clause 4.

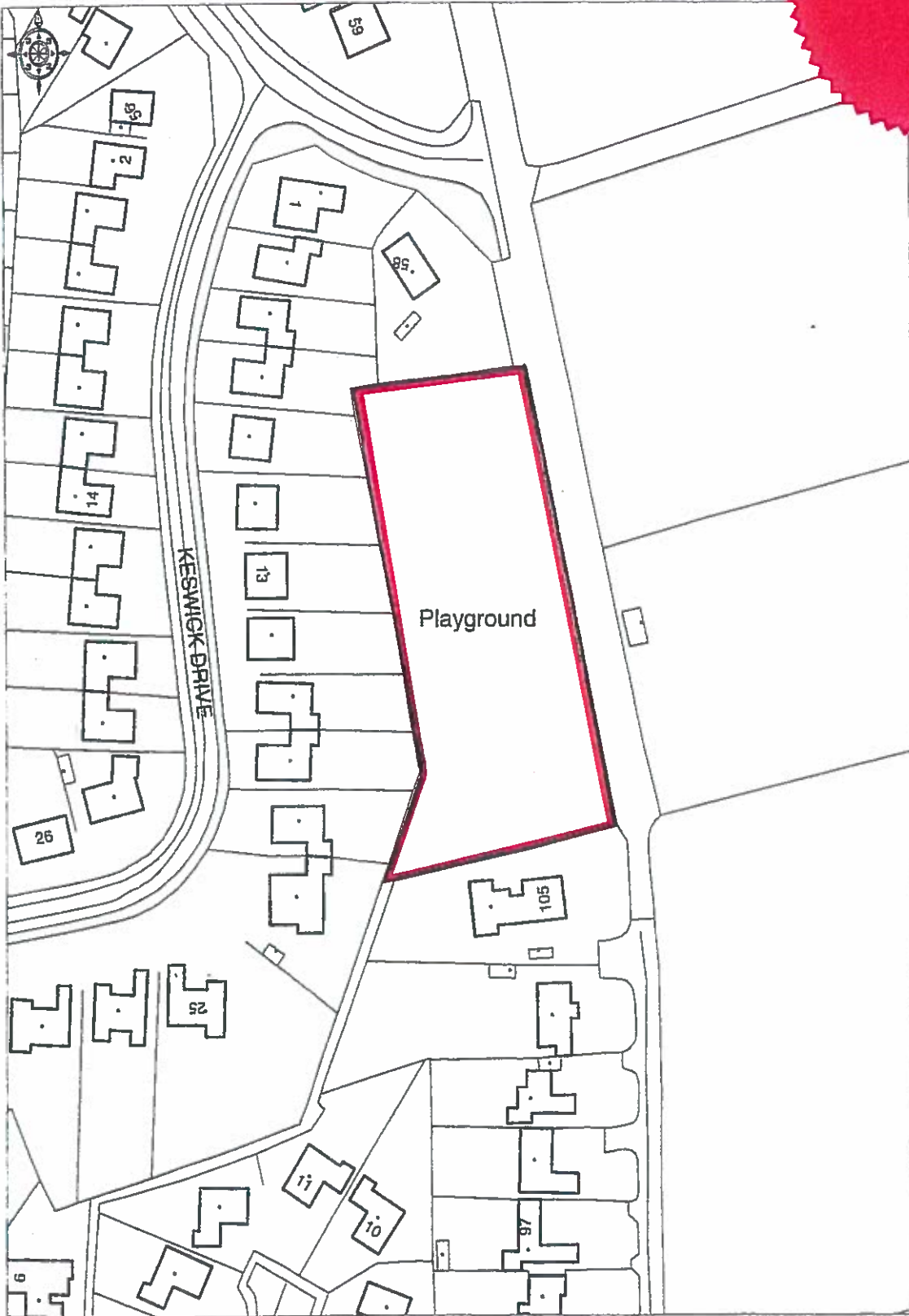
**LR5.2**

None.

Playing Field Adj 105 Townfield Lane, Frodsham



P. Taylor  
5 December 2006  
P. Taylor  
5.12.06



Ordnance Survey

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*This map was created with Promap*



**LR6. Term for which the Property is leased**

From and including

2017 to and including

2042.

**LR7. Premium**

None.

**LR8. Prohibitions or restrictions on disposing of this lease**

This lease contains a provision that prohibits or restricts dispositions.

**LR9. Rights of acquisition etc.**

**LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land**

None.

**LR9.2 Tenant's covenant to (or offer to) surrender this lease**

None.

**LR9.3 Landlord's contractual rights to acquire this lease**

None.

**LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property**

None.

**LR11. Easements**

**LR11.1 Easements granted by this lease for the benefit of the Property**

None

**LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property**

None

**LR12. Estate rentcharge burdening the Property**

None.

**LR13. Application for standard form of restriction**

None.

**LR14. Declaration of trust where there is more than one person comprising the Tenant**

None.

**THIS AGREEMENT** is dated

**PARTIES**

- (1) The persons whose names and addresses are set out in The Schedule hereto (hereinafter called “the Trustees” which expression shall include the Trustees for the time being hereof) being all the present Trustees for the Educational Foundation known as “the Frodsham Endowed School” at Frodsham in the County of Cheshire (“the Charity”) (**Landlord**).
- (2) Frodsham Town Council of Castle Park, Frodsham, Cheshire (hereinafter called “the Council”) (**Tenant**).

**AGREED TERMS**

**1. DEFINITION AND INTERPRETATION**

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

- 1.1 “the Base RPI Month” means the month in which the Lease was granted
- 1.2 “the Interest Rate” means the base lending rate of Barclays Bank Plc
- 1.3 “the Permitted Use” means use for the purposes of a playing field only
- 1.4 “the Premises” means all that land situate in Townfield Lane, Frodsham, Cheshire shown edged red on the plan annexed
- 1.5 “Rent” means £1,100 per annum
- 1.6 “Review Date” means the 1<sup>st</sup> May in 2026, 2031 and 2036
- 1.7 “Revised Rent” means the rent determined accordingly to provisions of clause 9
- 1.8 “the Term” means 25 years commencing on and including of 2017
- 1.9 “VAT” means value added tax or any other tax of a similar nature and unless otherwise expressly stated all references to rents or other sums payable by the Tenant are exclusive of VAT
- 1.10 “the 1954 Act” means the Landlord and Tenant Act 1954
- 1.11 the expression “the Trustees” includes the person or persons from time to time entitled to the immediate reversion to this Lease
- 1.12 “the Tenant” includes its successors in title and assigns
- 1.13 words importing one gender include all other genders; words importing the singular include the plural and vice versa; words importing persons include a corporate body and a partnership and vice versa

- 1.14 where any party to this Lease or the Trustees for the time being comprise two or more persons, obligations expressed or implied to be made by or with that party the Trustees are deemed to be made by or with the persons comprising that party or the Trustees jointly and severally
- 1.15 unless expressly stated to the contrary, any reference to a specific statute or to statutes generally includes any statutory extension or modification, amendment or re-enactment of that statute and any regulations or orders made under it

## **2. RECITALS**

### **2.1 Statement required by the Charities Act 1993**

The Premises are held by the Trustees in trust for the Charity an exempt charity

### **2.2 Authority to Execute**

Two of the Trustees are authorised under a general authority given pursuant to the Charities Act 1993 Section 82 to execute this Lease on behalf of the Trustees

## **3. LETTING**

The Landlord lets with limited title guarantee and the Council takes the Premises for the Term, yielding and paying to the Landlord the Rent, without any deduction, annually on the 1<sup>st</sup> May each year

## **4. CERTIFICATE OF THE TRUSTEES**

The Trustees certify that they have power under the trusts of the Charity to effect this Lease and that they have complied with the provisions of Section 36 of the Charities Act 1993 so far as applicable to it

## **5. THE COUNCIL'S AGREEMENTS**

The Tenant agrees with the Landlord as follows:-

### **5.1 Rent**

The Tenant must pay the Rent on the day and in the manner set out in this Agreement

### **5.2 Repair of the Premises**

The Tenant will at or before the end of the Term repair any damage caused by it or any other persons to the Premises and restore all turf cut or removed by it therefrom

**5.3 Alterations**

The Tenant must not at any time erect on the Premises any dwellinghouse or other building except sheds outhouses and other buildings for the use of any person or persons who are engaged in playing games on the Premises

**5.4 Entry to inspect and notice to repair**

The Tenant must permit the Landlord to enter the Premises to ascertain whether or not the covenants on the part of the Tenant herein contained have been observed and performed

**5.5 Alienation**

The Tenant must not assign or sublet the whole or any part of the Premises without the consent in writing of the Landlord

**5.6 Yielding up**

At the end of the Term the Tenant must peaceably yield up the Premises to the Landlord

**5.7 Use**

The Tenant must use the Premises for the Permitted Use only

**6. QUIET ENJOYMENT**

The Landlord agree with the Tenant to permit the Tenant peaceably and quietly to hold and enjoy the Premises without any interruption or disturbance from or by the Landlord or any person claiming under or in trust for it

**7. FORFEITURE**

If and whenever during the Term:

7.1 the Rent is outstanding for 21 days after becoming due, or

7.2 the Tenant commits or allows to be committed any material breach of any of the covenants on its part in this Lease,

the Landlord may at any time re-enter the Premises and thereupon the Term shall be determined



**8. MISCELLANEOUS**

**8.1 Exclusion of third party rights**

Nothing in this Lease is intended to confer any benefit on any person who is not a party to it

**8.2 Notices**

Except where the Lease specifically states otherwise, the provisions of the Law of Property Act 1925 Section 196 as amended by the Recorded Delivery Service Act 1962 shall apply to any notice given under this Agreement

**8.2 Agreement for letting**

It is certified that there is no agreement for letting to which this Lease gives effect

**8.3 Business Tenancy**

This Lease shall take effect as a business tenancy to which the 1954 Act shall apply

**9. REVIEW OF THE ANNUAL RENT**

9.1 The Rent shall be reviewed at each Review Date to equal the Revised Rent

9.2 The Revised Rent at a Review Date shall be the Rent payable immediately before that Review Date (or which would then be payable but for any abatement or suspension of the Rent or restriction on the right to collect it) or, if greater, the Indexed Rent

9.3 The Indexed Rent for a Review Date shall be determined by multiplying the Base Rent by the All Items index value of the RPI for the month that falls two months before the month in which the Review Date falls, then dividing the product by the All Items index value of the RPI for the Base RPI Month

9.4 If the Revised Rent has not been calculated by the Landlord and notified to the Tenant on or before a Review Date, the Rent payable from that Review Date shall continue at the rate payable immediately before that Review Date. No later than five working days after the Revised Rent is notified by the Landlord to the Tenant, the Tenant shall pay:

- (a) the shortfall (if any) between the amount that it has paid for the period from the Review Date until the Rent Payment Date following the date of notification of the Revised Rent and the amount would have been payable had the Revised Rent been notified on or before that Review Date; and
- (b) interest at the rate of 4% above the base rate for the time being of National Westminster Bank plc on that shortfall calculated on a daily basis by reference to the Rent Payment Dates on which parts of the shortfall would have been payable

if the Revised Rent had been notified on or before that Review Date and the date payment is received by the Landlord

- 9.5 Time shall not be of the essence for the purposes of this clause
- 9.6 Subject to clause 9.7, if there is any change to the methods used to compile the RPI, including any change to the items from which the All Items index of RPI is compiled, or if the reference base used to compile the RPI changes, the calculation of the Indexed Rent shall be made taking into account the effect of this change
- 9.7 The Landlord and the Tenant shall endeavour, within a reasonable time, to agree an alternative mechanism for setting the Rent if either:
- (a) the Landlord or the Tenant reasonably believes that any change referred to in clause 9.7 would fundamentally alter the calculation of the Indexed Rent in accordance with this clause 9, and has given notice to the other party of this belief; or
  - (b) it becomes impossible or impracticable to calculate the Indexed Rent in accordance with this clause 9

## **10. RIGHTS OF THIRD PARTIES**

A person who is not a party to this Lease shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 to enforce any terms

## **11. GOVERNING LAW AND JURISDICTION**

- 11.1 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
- 11.2 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 dispute or claims)

## **THE SCHEDULE**

### **The names and addresses of the Trustees of the Frodsham Endowed School**

Dr G.S. Sharpe, "Cranmer" 26 The Paddock Helsby Frodsham WA6 9PY

Mrs C. Wilding, 8 Greenacres, Frodsham WA6 6BU

Rev. M H Mills, The Vicarage Vicarage Lane Frodsham WA6 7DU

Mrs P. B. Rutter, 71 The Willows Frodsham WA6 7QW

Mrs M E Harvey, 98 Church Street Frodsham WA6

Dr J. M. Ayliffe, 13 Sandfields Frodsham WA6 6PW

Ms C Harvey, 12 Silverdale Close Frodsham WA6 7NE

Mrs M Lamb, 79 Bellemonte Road Frodsham WA6 6BE

Mr T Hayes, 5 Greenside Avenue Frodsham WA6 7SA

Dr A Rudd, 2 Birch Bank Vicarage Lane Frodsham WA6 7DY

Signed as a deed by Geoff Sharpe and Christine Wilding on behalf of the Trustees, under an authority conferred pursuant to section 82 of the Charities Act 1993 in the presence of:

Signature of first trustee:

Signature of second trustee:

Signature of witness:

Name (in BLOCK CAPITALS):

Address:

THE COMMON SEAL of  
FRODSHAM TOWN COUNCIL  
was hereunto affixed in the  
presence of: