

**XX MONTH 2024**

**LEASE**

**relating to**

Land at Sheepcot Recreation Ground, Gatehampton Road, Goring-on-Thames, Oxfordshire

between

**(1) GORING-on-THAMES PARISH COUNCIL**

and

**(2) GORING TENNIS CLUB**

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**THIS LEASE** is dated the... day of MONTH 2024 BETWEEN

**GORING on THAMES PARISH COUNCIL** of Gardiner Pavilion, Upper Red Cross Road,

Goring, Oxfordshire (the "Landlord") of the first part and

Paul Gavin and John Alper or their successors as the Trustees of the Goring Tennis Club (the "Tenant") of the second part

WITNESSETH as follows

### **1. Parties**

In this Lease the Landlord includes its statutory successor and the Tenant includes the Trustees for the time being of the Goring Tennis Club (the "Trustees")

### **2.Vires**

The Landlord enters into this Lease in exercise of its statutory powers under Section 127(2) of the Local Government Act 1972 having complied with the procedures laid down by Section 123(2A) of the said Act and having regard to the General Disposal Consent (England) 2003.

### **3.Demise**

The Landlord demises to the Tenant ALL THAT land described in the Schedule (the "Demised Premises") TO HOLD for a term of twenty five years from the date hereof (the "Term") at an initial rent of seven hundred and forty pounds per annum (£740) payable annually in advance, the first payment to be made on the date of this Lease.

### **4.Rent Review**

The rent shall be reviewed annually in March each year throughout the Term and it shall be increased in line with the Consumer Prices Index. The Landlord shall calculate the revised rent and notify the Tenant on or before the anniversary of this lease.

### **5. Surrender of existing Lease**

As from the date of execution the Tenant shall surrender and the Landlord shall accept a surrender of the existing Lease between the parties executed on the xx day of August 2023 and relating to part of the Demised Premises.

### **6.Tenant's covenants**

The Trustees jointly and severally covenant with the Landlord that the Tenant will observe and perform the following covenants:

#### **6.1 Rent**

To pay the rent on the day and in the manner set out in this Lease without deduction, counterclaim or set-off.

## **6.2 Outgoings**

To pay and discharge all rates taxes charges assessments and outgoings charged or imposed upon the Demised Premises.

## **6.3 Use**

To use the Demised Premises only for the purposes of playing tennis (and social activities associated with tennis) and not to erect or apply for planning permission to erect any structure or building on the Demised Premises without the Landlord's consent PROVIDED that this clause shall not apply to the erection of structures for floodlighting AND FURTHER PROVIDED that the Tenant shall comply with all planning conditions relating to the Demised Premises including the requirement to turn off the floodlighting by ten o'clock post meridian (or earlier if requested).

## **6.4 Maintenance**

The Tenant is to keep the hard areas of the Demised Premises in a reasonable state of repair and in a condition that is suitable and safe for the playing of tennis and to keep the soft areas in a clean and tidy condition and free from weeds to allow the Landlord to mow those areas and must return the courts in good and tenantable repair, free from substantial defects on the surrender of the property.

## **6.5 Fences Netting and Structures**

To repair and maintain in a reasonable condition all fencing wire netting and gates and structures which exist or shall in future be erected on the Demised Premises.

## **6.6 Tennis Courts**

To maintain the tennis nets and supporting posts on the courts at all times and to ensure the courts are clearly marked and painted.

## **6.7 Alienation**

Not to assign underlet or part with possession of the whole or any part of the Demised Premises.

## **6.8 Right of Entry**

To permit the Landlord and their duly authorised agents at all reasonable times to enter the premises to inspect the condition thereof and for all other reasonable purposes.

## **6.9 Insurance**

To keep in force an insurance policy indemnifying the Landlord against any claim for public liability by third parties in a sum to be agreed by both parties and to deliver up to the Landlord when so required but not more often than once in twelve months a copy of the Insurance Policy and a receipt for the current premium.

## **6.10 Bye-Laws**

To comply with the Landlord's Bye-laws in so far as they affect the Demised Premises and are not inconsistent with the provisions of this Lease. In the case of any conflict the provisions of the Landlord's Bye-laws take precedence.

### **6.11 Membership of Tennis Club**

To use such reasonable endeavours as are within their power but without imposing financial responsibility to ensure that the Tenant does not permit more than forty nine per cent of its members to reside more than three miles from the Goring Parish boundary. Details of club membership, demonstrating adherence to this commitment to be provided annually on request alongside any diversity and inclusivity data collected by the club.

### **6.12 Public Court**

To designate one of the tennis courts as a public court and to give Goring Parishioners who are not members of the Tennis Club the prior right to play tennis free of charge EXCEPT on those occasions for club activities (of which 30 per cent must be open to the public) to be agreed between the Landlord and Tenant in advance not exceeding 400 hours per annum, of which no more than 200 hours will be during the weekend . Details of the public court's status (free to use by Goring parishioners) and how to access any booking process will be displayed on signage outside the public court. The public court's surface shall be maintained to no worse a standard than the other courts, subject to the Landlord agreeing to remove any branches which overhang the tennis courts at the council's expense and allowing Goring Tennis Club to undertake remedial work to rectify and prevent damage caused by neighbouring trees.

### **6.13 Parishioners right to play tennis on other tennis courts**

To permit Goring Parishioners who are not members of the Tennis Club to play tennis on any court within the Demised Premises if it is not required by members of the Tennis Club paying thereof a fee of £10 per hour for non-lit courts, increased by no more than the Consumer Prices Index from the date of this agreement, such fee to be collected and retained by the Tenant. For the avoidance of doubt, the Tenant may introduce access controls to the courts but in doing so must not restrict the rights of Parishioners from accessing the courts in line with this agreement.

### **6.14 Delivery Up**

To deliver up the Demised Premises at the end of the Term in a condition consistent with the performance by the Tenant of the covenants hereinbefore contained and the Tenant shall remove its property from the Demised Premises and make good any damage caused to the Demised Premises to the Landlord's reasonable satisfaction. The Tenant shall return to the Landlord any keys or control cards to the tennis courts.

### **6.15 Accounts**

To provide the Landlord annually with a set of Tenant's audited accounts if requested.

### **6.16 Change of Trusteeship**

To advise the Landlord if the Trustees change and the names and addresses of their successors.

## **7. Provisos**

### **7.1 Arrears**

If the reserved rent or any part thereof shall be in arrear for twenty one days whether formally demanded or not or if there shall be a breach of any covenants or provisions contained in Clause 6 above or if Goring Tennis Club shall be closed disbanded or otherwise cease to exist, the Landlord may re-enter the Demised Premises and thereupon the term hereby created shall immediately end but without prejudice to any right or remedy of the Landlord in respect of any antecedent breach of the covenants of this lease by the Tenant.

### **7.2 Notice**

Any notice to be served in accordance with the provisions of this Lease shall be served as regards the Landlord in accordance with the provisions of Section 233 of the Local Government Act 1972 and as regards the Tenant in accordance with Section 231 of the said Act.

### **7.3 Lease Termination**

The Tenant may terminate this Lease by serving a written break notice on the Landlord giving at least 12 months' notice in writing expiring on the first day of any month then and in such case immediately after the expiration of the said notice this present Lease shall terminate but without affecting any other right or remedy that either party may have in relation to any earlier breach of this lease.

## **8. Landlord's covenant for quiet enjoyment**

The Landlord covenants with the Tenant that the Tenant paying the rent reserved and performing and observing the covenants given by it may peaceably hold the Demised Premises throughout the Term without any interruption except as aforesaid by the Landlord or any person claiming under him.

## **9. Declaration**

The Landlord and Tenant declare that this instrument is signed and executed by them as a deed in accordance with the Law of Property (Miscellaneous Provisions) Act 1989.

IN WITNESS whereof the parties hereto have executed this Lease as a deed and it is delivered and takes effect on the date stated at the beginning of it.

**Schedule**

**The Demised Premises**

All that land at Sheepcot Recreation Ground, Gatehampton Road, Goring edged with a thick line on the attached plan and being part of ON193715

Executed as a deed by Paul Gavin  
as trustee of Goring Tennis Club

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in the presence of:-

Witness signature:

Witness name:

Address:

Executed as a deed by John Alper  
as trustee of Goring Tennis Club

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in the presence of:-

Witness signature:

Witness name:

Address:

Signed and sealed as a Deed on behalf of Goring Parish Council by:-

Sonia Lofthouse  
Chair

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Jim Emerson  
Vice chair

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In the presence of:

Witness signature:

Witness name:

Address:

