

DATED 2022

TISBURY PARISH COUNCIL

**AGREEMENT WITH
TISBURY BOWLS and
CROQUET CLUB**

**RE
LAND AT THE LOWER RECREATION GROUND
STATION ROAD
TISBURY**

Draft Agreement between Tisbury PC and Tisbury Bowling Club

This agreement made the xday of xmonth 2014 is made between Tisbury Parish Council (the 'Council') and Tisbury Bowling Club (the 'Club')

WITNESSETH as follows:

1. IN consideration of the rent and hereinafter reserved and of the covenants on the part of the Club hereinafter contained the Council hereby demises unto the Club all that piece of land (the 'demised premises') situate at the Lower Recreation Ground Tisbury and shown for the purposes of identification only edged red on the plan attached TOGETHER WITH full right and liberty for the Club and all persons authorised by them in common with the Council and other persons having the like right
 - a. At all times and for all purposes connected with the use of the demised premises over and along the paths leading thereto across the said Lower Recreation Ground
 - b. For the benefit of the demised premise to lay use and maintain in or upon the said Lower Recreation Ground drainage and necessary supplies of water and electricity

TO HOLD the same unto the Club from the xday of xmonth 2014 for the term of 28 years paying therefore during the first 7 years of such term yearly a sum of £5 and thereafter such increased sum as shall be determined in manner hereinafter provided all such payments to be made in advance on the first day of January in every year

2.
 - a. ON the seventh anniversary of the said term and on the anniversary thereafter the rent shall be subject to review
 - b. Such reviewed rent shall be payable for the seven years following the relevant anniversary date shall be:
 - i. Such amount as shall have been agreed between the Council and the Club prior to the relevant anniversary date
 - ii. In the event of a failure to agree the rent prior to such date such amount as shall be determined by an independent surveyor appointed (in the event of the parties failing to agree such appointment) by the President for the time being of the R.I.C.S. as being a fair rent for the demised premises on the assumption that they were to be let on the relevant anniversary date on an agreement with terms equivalent to those of the within written agreement and the Club has complied with their obligations hereunder but disregarding any improvements carried out by the Club.

3. THE Club hereby covenants with the Council to observe and perform the provisions and stipulations contained in the Schedule hereto
4. THE Council hereby covenants with the Club that the Club observing and performing the provisions and stipulations contained in the said schedule shall peaceably hold and enjoy the demised premises during the said term without any interruption by the Council or any person rightfully claiming under it
5. PROVIDED ALWAYS and it is hereby agreed:
 - a. That if the reserved rent or any part thereof shall be in arrears for 21 days (whether formally demanded or not) or if there shall be a breach of any stipulation or provisions contained in the schedule hereto or if the Club shall cease to exist the Council may re-enter on the demised premises and thereupon the term hereby created shall forthwith determine without prejudice to the Council's rights and remedies in respect of any such breach
 - b. So long as this agreement shall remain in force and notwithstanding any provision to the contrary contained in the rules of the Club the Council shall be entitled to have one representative chosen by the Council on the committee of the Club and such representative shall have the same rights of participation and voting as any other committee member

THE SCHEDULE - the Club's Covenants

1. To pay the reserved rent at the time and in the manner prescribed
2. To discharge all existing and future rates taxes assessments and outgoings whatsoever charged or imposed on the demised premises or upon the owner or occupier in respect thereof
3. To keep all of the hedges fences and gates in and surrounding the demised premises in good repair and condition
4. Not to assign or sub-let or part with the possession of any part of the demised premises
5. To use the bowling green only as a bowling green and for no other purpose to maintain the same as a bowling green to the satisfaction of the Council and to conduct the Club in such a manner as not to cause any nuisance annoyance or inconvenience to other users of the Council's adjoining Lower Recreation Ground.
6. At all times during the term to keep any buildings on the demised premises in a reasonable state of repair and condition and to decorate the interior and exterior thereof as often as may be necessary for that purpose such state of repair and decoration to be to the satisfaction of the Council

7. Undertake not to make any alterations or additions
 - a. To the general arrangement of the demised premises except such as may be necessary or desirable for maintaining the same as a bowling green and as may be approved for that purpose by the Council
 - b. To the said clubhouse except such as shall be approved in writing by the Council after submission to it by the Club of the proposed plans elevations and all such works shall be carried out by the Club at their expense
8. To obtain all necessary planning approvals and permissions for the erection alteration or extension of the said clubhouse and to carry out any such works strictly in accordance therewith
9. To permit the Council and any person authorised by it at all reasonable times to enter upon and examine the condition of the demised premises and the buildings thereon and thereupon the Council may serve upon the Club notice in writing specifying any repairs necessary to be done by the Club and require the Club forthwith to execute the same and if the Club shall not within 28 days thereafter commence and proceed diligently with the execution of such repairs then permit the Council to enter the demised premises and execute such repairs and the cost thereof shall be a debt due from the Club and be forthwith recoverable by action
10. To deliver up the demised premises at the end of the term or its earlier determination as herein provided in a condition consistent with the foregoing provisions
11. To allow members of the public who are not club members to have reasonable use of the said bowling green subject to such charges and such rules of the Club as shall be desirable to ensure proper use thereof
12. To insure and keep insured to its full value the demised premises with an insurance office of repute and to maintain such additional insurance against liability for injury, damage or loss to club members or the public as the Council shall reasonably require and to indemnify the Council against all claims arising from the Club's use or occupation of the demised premises