

DATED the 17th day of November 2015

(1) THE NEATH PORT TALBOT COUNTY BOROUGH COUNCIL

(2) THE TRUSTEES OF BRYN RUGBY FOOTBALL CLUB
AND BRYN CRICKET CLUB

LEASE

of

Playing Field and Pavilion at Bryn Recreation Ground, Bryn, Port Talbot
in the County Borough of Neath Port Talbot

Term: 25 years

Commencing: 17th November 2015

Rent: £1,100.00 p.a. (subject to review)

Mr. David Michael
Head of Legal Services
Neath Port Talbot County Borough Council
Civic Centre
Port Talbot
SA13 1PJ

I HEREBY CERTIFY THIS DOCUMENT
TO BE A TRUE AND CORRECT COPY OF
THE ORIGINAL
DATED 23rd November 2015
PROPER OFFICER
NEATH PORT TALBOT COUNTY
BOROUGH COUNCIL

LR1. Date of the lease	17 th November 2015
LR2. Title Number(s)	<p>LR2.1 Landlord's title number(s) Title number(s) out of which this lease is granted. Leave blank if not registered.</p> <p>CYM316124</p> <p>LR2.2 Other title number(s) Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made.</p>
<p>LR3. Parties to the lease</p> <p><i>Give full names, addresses and company's registered number, if any, of each of the parties. For Scottish companies use a SC prefix and for limited liability partnerships, use an OC prefix. For foreign companies give territory in which incorporated.</i></p>	<p>Landlord</p> <p>NEATH PORT TALBOT COUNTY BOROUGH COUNCIL of Civic Centre, Port Talbot SA13 1PJ</p> <p>Tenant</p> <p>THE TRUSTEES OF BRYN RUGBY FOOTBALL CLUB being:</p> <p>_____</p> <p>_____</p> <p>who are duly authorised to accept this Lease on behalf of its members and</p> <p>THE TRUSTEES OF BRYN CRICKET CLUB being:</p> <p>_____</p> <p>_____</p> <p>who are duly authorised to accept this Lease on behalf of its members</p> <p><u>Other parties</u> Specify capacity of each party, for example "management company" "guarantor", etc.</p>
<p>LR4. Property</p> <p><i>Inserts a description of the land being leased</i></p> <p><i>or</i></p> <p><i>Refer to the clause, schedule or paragraph of a schedule in this lease in which the land being leased is more fully described.</i></p> <p><i>Where there is a letting of part of a registered title, a plan must be attached to this lease and any floor levels must be specified.</i></p>	<p>In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.</p> <p>The Property as specified in Clause 1.1</p>

<p>LR5. Prescribed statements</p> <p>If this lease includes a statement falling within LR5.1, insert under that sub-clause the relevant statement or refer to the clause, schedule or paragraph of a schedule in this lease which contains the statement.</p> <p><u>In LR5.2, omit or delete this Acts which do not apply to this lease.</u></p>	<p>LR5.1 Statements prescribed under rules 179, (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003</p> <p>The Statement set out in clause 9 of the Lease</p> <p>LR5.2 This lease is made under, or by reference to, provisions of:</p> <p>Not applicable</p>
<p>LR6. Term for which the Property is leased</p> <p>Include only the appropriate statement (duly completed) from the three options.</p> <p><u>NOTE: The information you provide or refer to, here will be used as a part of the particulars to identify the lease under rule 6 of the Land Registration Rules 2003.</u></p>	<p>The term as specified in this lease at clause 1.3</p>
<p>LR7. Premium</p> <p>Specify the total premium, inclusive of any /AT where payable.</p>	<p>None</p>
<p>LR8. Prohibition or restrictions on disposing of the lease</p> <p>Include whichever of the two statements is appropriate.</p> <p><i>Do not set out here the wording of the provision.</i></p>	<p>This lease contains a provision that prohibits or restricts dispositions.</p>
<p>LR9. Rights of acquisition etc.</p> <p><i>Insert the relevant provisions in the sub-clauses or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.</i></p>	<p>LR 9.1 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</p> <p>Not applicable</p> <p>LR9.2 Tenant's covenant to (or offer to) surrender this lease</p> <p>Not applicable</p> <p>LR9.3 Landlord's contractual rights to acquire this lease</p> <p>Not applicable</p>
<p>LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property</p>	<p>None</p>

Insert the relevant provisions or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.	
LR11. Easements <i>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements.</i>	LR11.1 Easements granted by this lease for the benefit of the Property Those easements set out in the First Schedule to this lease LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property Those easements set out in the Second Schedule to this lease
LR12. Estate rentcharge burdening the Property <i>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the rentcharge.</i>	None
LR13. Application for standard form of restriction <i>Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction use this clause to apply for each of them, tell us who is applying against which title and set out the full text of the restriction you are applying for.</i> <i>Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.</i>	The Parties to this lease apply to enter the following standard form of restriction [against the title of the Property] or [against title number] Not applicable
LR14. Declaration of trust where there is more than one person comprising the Tenant <i>If the Tenant is one person, omit or delete all the alternative statements.</i> <i>If the Tenant is more than one person, complete this clause by omitting or deleting all inapplicable alternative statements.</i>	The Tenant is more than one person. They are to hold the Property on trust in accordance with the rules of the Rugby Club and the Cricket Club as joint tenants

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THIS LEASE made the 17th day

November

Two thousand and Fifteen

BETWEEN

NEATH PORT TALBOT COUNTY BOROUGH COUNCIL of Civic Centre Port Talbot SA13 1PJ (hereinafter called 'the Landlord') of the one part and

THE TRUSTEES OF BRYN RUGBY FOOTBALL CLUB being

who are duly authorised to accept this Lease on behalf of members (hereinafter called 'the Rugby Club') of the second part; and

THE TRUSTEES OF BRYN CRICKET CLUB being

who are duly authorised to accept this Lease on behalf of its members (hereinafter called 'the Cricket Club') of the third part

WITNESSES as follows:-

1. Particulars and Definitions

In this Lease the following expressions shall have the following meanings

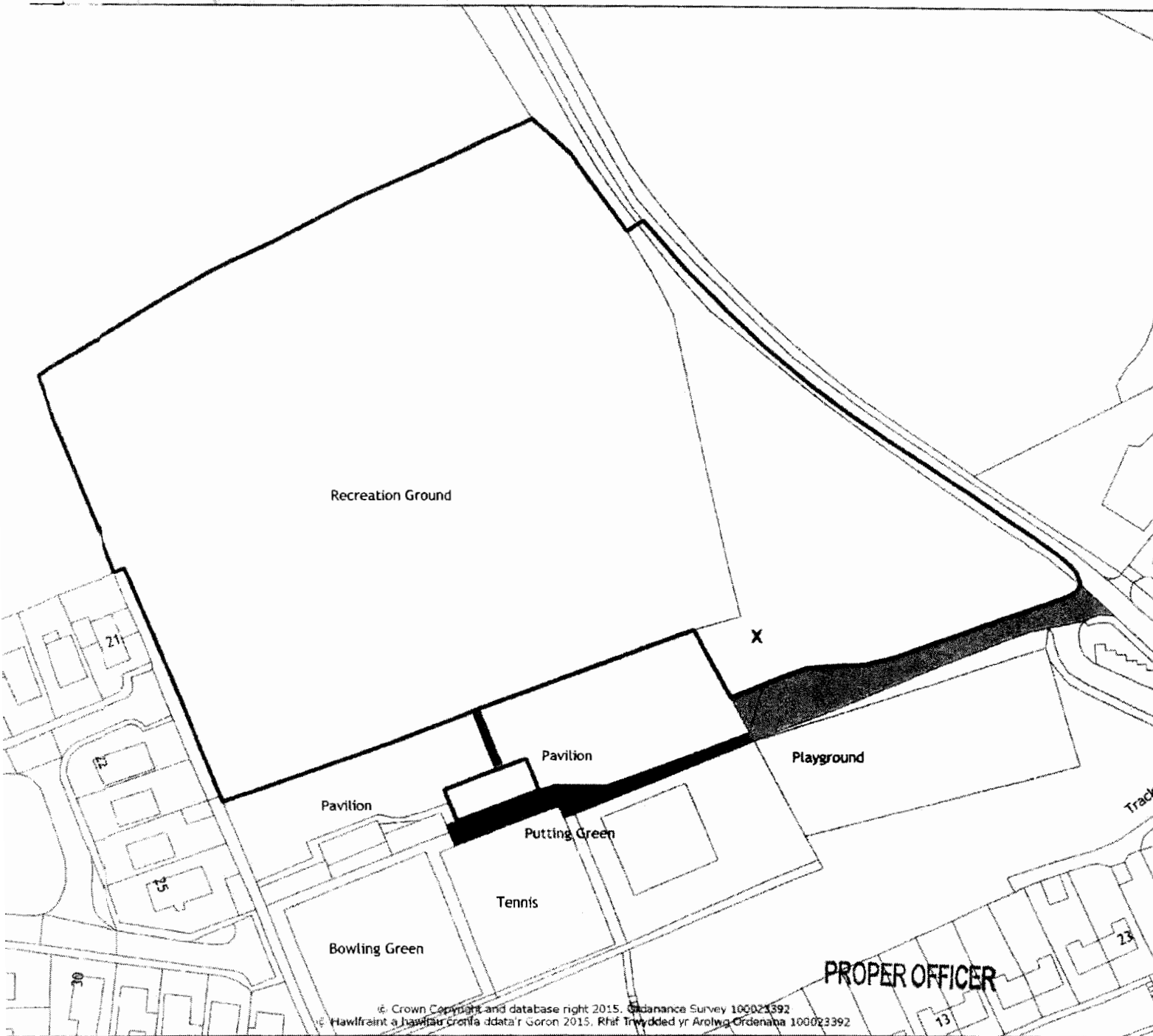
- | | | |
|-----|-------------------|---|
| 1.1 | Accessway | the section of the lane which is adjacent to the premises and which is shaded in yellow on the Plan |
| 1.2 | Commencement Date | 17 th November 2015 |
| 1.3 | Contractual Term | Twenty five years from and including the Commencement Date |
| 1.4 | Footpath | the footpaths which runs from |
| | 1.4.1 | the Accessway to the Pavilion and |
| | 1.4.2 | from the Pavilion to the playing fields |
| | | and which is shaded blue on the plan |
| 1.5 | Initial Rent | One thousand one hundred pounds (£1,100.00) per annum together with VAT thereon, if applicable |
| 1.6 | Insurance Rent | means a proportion (to be determined by the Landlord in its absolute discretion) that the Landlord from time to time pays: |
| | 1.6.1 | by way of premium for insuring the Premises including insuring for loss of rent in accordance with its obligation contained in this lease |
| | 1.6.2 | by way of premium for insuring in such amount and on such terms as the Landlord considers appropriate against all liability of the Landlord |

to third parties arising out of or in connection with any matter including or relating to the Premises and
1.6.3 for insurance valuations

- 1.7 Insured Risks means the risk of loss or damage by fire storm tempest earthquake lightning explosion riot civil commotion malicious damage impact by vehicles and by aircraft and articles dropped from aircraft – other than war risks – flood damage and bursting and overflowing of water pipes and tanks and such other risks whether or not in the nature of the foregoing as the Landlord from time to time decides to insure against
- 1.8 Interest Rate 4% per year above the base lending rate of HSBC Bank PLC or such other bank as the Landlord may from time to time nominate in writing
- 1.9 Pavilion the pavilion forming part of the premises shown edged red on the Plan
- 1.10 Permitted User use of the Premises as a changing room / pavilion and playing fields for playing sport and for occasional community events
- 1.11 Plan means the plan annexed hereto
- 1.12 Planning Acts the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Consequential Provisions) Act, the Planning (Hazardous Substances) Act 1990, the Planning and Compensation Act 1991 and all statutes, regulations and orders included by virtue of clause 2.10
- 1.13 Premises The playing field and Pavilion at Bryn Recreation Ground, Bryn, Port Talbot having an area of 2.20 hectares or thereabouts comprising the Playing field and the Pavilion and more particularly shown edged in red on the Plan being part of the land registered at HM Land Registry under title number CYM316124
- 1.14 Rent The Initial Rent and rent ascertained in accordance with the Third Schedule
- 1.15 Review Dates means every fifth anniversary of the Commencement Date during the Term and the last day of the Contractual Term and references to a 'Review Date' are references to any one of the Review Dates
- 1.16 Tenant means the Rugby Club and the Cricket Club jointly and severally
- 1.17 Term the Contractual Term and any period of holding over or extension or the continuance of the Contractual Term by statute or common law

2. Interpretation

- 2.1 The expressions 'the Landlord' and 'the Tenant' wherever the context so admits include the person for the time being entitled to the reversion immediately expectant on the determination of the Term and the Tenant's successors in title respectively
- 2.2 Where the Landlord or the Tenant for the time being are two or more persons obligations expressed or implied to be made by or with such party are deemed to be made by or with such persons jointly and severally
- 2.3 Words importing one gender include all other genders and words importing the singular include the plural and vice versa
- 2.4 The expression 'the Term' includes the Contractual Term and any period of holding-over or extension or continuance of the Contractual Term whether by statute or common law



NOTES



Neath Port Talbot
Castell-nedd Port Talbot
Cwmni Kynwraig Cymdeithas Cymdeithas Cymdeithas Cymdeithas

PROPERTY & REGENERATION

Gareth Nutt B.Sc (hons) ,M.Sc, DMS, FRICS
Corporate Director of Environment
THE QUAYS, BRUNEL WAY, BAGLAN ENERGY PARK
NEATH SA11 2GG
www.npt.gov.uk

Project

Drawing Title

Bryn Playing Fields
Neath Road
Bryn



Scale A4 @ 1:1250

Drawing No.

15-0597

Rev.

PROPER OFFICER

2.5 References to 'the last year of the Term' includes the last year of the Term if the Term shall determine otherwise than by effluxion of time and references to 'the expiration of the Term' include such other determination of the Term

2.6 The expression 'the Premises' includes:

2.6.1 all buildings and structures now on the Premises or erected thereon during the Term

2.6.2 all fixtures and fittings (whether or not fixed at the beginning of the Term)

2.6.3 all pipes sewers drains conduits wires cables channels watercourses and all other conducting media in on under over or through the Premises

2.6.4 all additions alteration and improvements to the Premises

2.6.5 the fences and or walls (together with any gates) that enclose the Premises, but excluding the airspace above the Premises

2.7 References to any right of the Landlord to have access to the Premises shall be construed as extending to all persons authorised by the Landlord (including agents professional advisers contractors workmen and others)

2.8 Any covenant by the Tenant not to do an act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done by another person

2.9 References to 'consent of the Landlord' or words to similar effect mean a consent in writing signed by or on behalf of the Landlord and to 'approved' and 'authorised' or words to similar effect mean (as the case may be) approved or authorised in writing by or on behalf of the Landlord

2.10 Any reference to a specific statute include any statutory extension or modification amendment or re-enactment of such statute and any regulations or orders made under such statute and any general reference to 'statute' or 'statutes' includes any regulations or orders made under such statute or statutes.

2.11 References in this lease to any clause sub-clause or schedule without further designation shall be construed as a reference to the clause sub-clause or schedule to this lease so numbered

2.12 The clause paragraph and schedule headings and the table of contents do not form part of this lease and shall not be taken into account in its construction or interpretation

3. Demise

The Landlord demises to the Tenant the Premises TOGETHER with the rights specified in the First Schedule but EXCEPTING AND RESERVING to the Landlord the rights specified in the Second Schedule TO HOLD the Premises to the Tenant for the Contractual Term SUBJECT to all rights easements privileges restrictions covenants and stipulations of whatever nature affecting the Premises YIELDING AND PAYING to the Landlord

3.1 the Rent payable without any deductions by equal quarterly payments in advance on the usual quarter days in each year and proportionately for any period less than a year the first such payment being a proportionate sum in respect of the period from and including the Commencement Date to and including the day before the quarter day next after the date of this lease to be paid on the date of this lease and

3.2 on demand by way of further rent the Insurance Rent

4. The Tenant's covenants

The Tenant covenants with the Landlord:

4.1 Rent

- 4.1.1 to pay the Rent and the Insurance Rent on the days and in the manner set out in this lease and not to exercise or seek to exercise any right or claim to withhold rent or any right or claim to legal or equitable set-off
- 4.1.2 if so required in writing by the Landlord to make such payments by banker's order or credit transfer to any bank and account in the United Kingdom that the Landlord may from time to time nominate

4.2 Outgoings and value added tax

to pay and indemnify the Landlord against:

- 4.2.1 Subject to sub-clause 4.2.3 all rates taxes assessments duties charges impositions and outgoings which are now or during the Term shall be charged assessed or imposed upon the Premises or upon the owner or occupier of them excluding any payable by the Landlord occasioned by receipt of the Rent or by any disposition or dealing with or ownership of any interest reversionary to the interest created by this lease
- 4.2.2 VAT (or any tax of a similar nature that may be substituted for it or levied in addition to it) chargeable in respect of the Rent or any payment made by the Tenant under any of the terms of or in connection with this lease or in respect of any payment made by the Landlord where the Tenant agrees in this lease to reimburse the Landlord for such payment
- 4.2.3 the Tenant shall be entitled to be reimbursed by either the Council or the tenant from time to time of the neighbouring bowls pavilion for the cost of electricity consumed at the said bowls pavilion.

4.3 Maintenance Repair Cleaning Decoration and Boundaries

- 4.3.1 the Tenant will take the Premises and any perimeter boundary fences, gates, drainage systems, the Accessway and the Right of Way in its existing condition and will repair them and keep them in no worse a condition that they are in at the Commencement Date (which is to be recorded by way of the photographic record of condition annexed hereto)
- 4.3.2 to keep the Premises clean and tidy and clear of all rubbish, overgrown vegetation and noxious weeds
- 4.3.3 not to cause the Accessway and any land, roads or pavements abutting the Premises to be untidy or dirty and in particular but without prejudice to the generality of the foregoing not to deposit refuse or other materials on them
- 4.3.4 to keep any part of the Premises that is not built on ('the Open Land') adequately surfaced in good condition and free from weeds and not to deposit any waste rubbish or refuse on the Open Land
- 4.3.5 not to store anything on the Open Land or bring anything on to it that is or might become untidy unclean unsightly or in any way detrimental to the Premises or the area generally
- 4.3.6 to paint as necessary, any gates or railings to the Premises as and when necessary and in any event every 3 years.
- 4.3.7 to manage maintain aerate roll harrow fertilise seed and otherwise treat in good and workmanlike manner so as to keep the surface of the playing fields constantly in good heart and condition and in good sound turf and to the reasonable satisfaction of the Landlord

4.4 Waste and alterations

- 4.4.1 not to commit any waste

- 4.4.2 not to make any external or structural alterations or additions to or erect any other buildings at the Premises provided that the Tenant may site a small steel container on the Premises in the approximate position shown marked X on the Plan
- 4.4.3 not to make any internal or non-structural alterations to the Premises without first obtaining the Landlord's consent
- 4.4.4 at the end of the Term if so requested by the Landlord to remove any additions alterations or improvements made to the Premises and make good any part of the Premises that is damaged by their removal

4.5 Statutory obligations

- 4.5.1 at the Tenant's own expense to execute all works and provide and maintain all arrangements upon or in respect of the Premises or the use to which the Premises are being put that are required in order to comply with the requirements of any statute (already or in the future to be passed) or any government department local authority other public or competent authority or court of competent jurisdiction regardless of whether such requirements are imposed on the lessor the lessee or the occupier
- 4.5.2 not to do in or near the Premises any act or thing by reason of which the Landlord may under any statute incur have imposed upon it or become liable to pay any penalty damages compensation costs charges or expenses
- 4.5.3 without prejudice to the generality of the above to comply in all respects with the provisions of any statutes and any other obligations imposed by law or by any byelaws applicable to the Premises or in regard to carrying on the user for the time being carried on at the Premises and is to deposit with the Landlord any such consents permissions or other approvals as are obtained by the Tenant

4.6 Access of Landlord and notice to repair

- 4.6.1 to permit the Landlord upon reasonable notice during normal business hours except in the case of emergency
 - 4.6.1.1 to enter upon the Premises for the purpose of ascertaining that the covenants and conditions of this lease have been observed and performed
 - 4.6.1.2 to serve on the Tenant a notice specifying any repairs decorating or maintenance that the Tenant has failed to execute in breach of the terms of this lease and to request the Tenant immediately to execute the same
- 4.6.2 immediately to comply with the requirements of any notice served under clause 4.6.1.2.
- 4.6.3 if within one month of the service of a notice under clause 4.6.1.2. the Tenant shall not have commenced and be proceeding diligently with the execution of the work referred to in the notice or shall fail to complete the work within 3 months or if in the Landlord's opinion the Tenant is unlikely to have completed the work within such period to permit the Landlord to enter the Premises to execute such work as may be necessary to comply with the notice and to pay to the Landlord the cost of so doing and all expenses incurred by the Landlord (including legal costs and surveyor's fees) within 14 days of a written demand

4.7 Alienation

Not to assign charge sub-let or part with possession of the whole or part only of the Premises or otherwise deal with or dispose of its interest in the Premises including by way of declaration of trust or share possession of the whole or part PROVIDED THAT subject to a licence of even date ('the Licence') made between the Tenant and [] the Tenant shall permit [] to use such part or parts of the Premises as set out in the Licence for the purposes of hosting the annual event known as the 'Beast of Bryn' and further PROVIDED THAT the Tenant may permit the

premises to be used by other local clubs and organisations on an ad hoc basis. The Tenant may charge such club or organisation permitted to use the Premises in accordance with the provisions of this Lease PROVIDED THAT such charge is reasonable and in any event shall not exceed 110% of the standard charges set by the Landlord from time to time for the use of similar facilities

4.8 Nuisance etc.

- 4.8.1 not to do nor allow to remain upon the Premises anything which may be or become or cause a nuisance annoyance disturbance inconvenience injury or damage to the Landlord or the Landlord's tenants or the owners or occupiers of adjacent or neighbouring premises
- 4.8.2 not to use the Premises for a sale by auction or for any dangerous noxious noisy or offensive trade business manufacture or occupation nor for any illegal or immoral act or purpose
- 4.8.3 no musical instrument, television or radio receiver, loudspeaker or other apparatus or equipment producing or emitting music or speech shall be played or used on the demised land, so as to be audible from outside of the demised land
- 4.8.4 not without the previous consent in writing of the Landlord to use or permit or suffer to be installed or used any machinery on the Premises which shall be noisy or cause dangerous vibration or be a nuisance to the landlord or the landlord's tenants or the owners or occupiers of adjacent or neighbouring premises

4.9 User

To use the Premises for the Permitted User only and for no other purpose

4.10 Landlord's costs

To pay to the Landlord on an indemnity basis all costs fees charges disbursements and expenses (including without prejudice to the generality of the above those payable to counsel solicitors surveyors and bailiffs) incurred by the Landlord in relation to or incidental to:

- 4.10.1 the preparation and service of a notice under the Law of Property Act 1925 Section 146 or incurred by or in contemplation of proceedings under the Law of Property Act 1925 Sections 146 or 147 notwithstanding that forfeiture is avoided otherwise than by relief granted by the court
- 4.10.2 the recovery or attempted recovery of arrears of Rent or other sums due from the Tenant and
- 4.10.3 any steps taken in contemplation of or in direct connection with the preparation and service of a schedule of dilapidations during or after the expiration of the Term

4.11 The Planning Acts

Not to commit any breach of planning control (such term to be construed as it is used in the Planning Acts) and to comply with the provisions and requirements of the Planning Acts that affect the Premises whether as to the Permitted User or otherwise and to indemnify (both during and following the expiration of the Term) and keep the Landlord indemnified against all liability whatever including costs and expenses in respect of any contravention

4.12 Indemnities

To be responsible for and to keep the Landlord fully indemnified against all damages losses costs expenses actions demands proceedings claims and liabilities made against or suffered or incurred by the Landlord arising directly or indirectly out of:

- 4.12.1 any act omission or negligence of the Tenant or any person for whose acts the Tenant is responsible or

4.12.2 any breach or non-observance by the Tenant of the covenants conditions or other provisions of this lease or any of the matters to which this demise is subject

4.12.3 any injury to persons or damage to property caused by footballs rugby balls or cricket balls originating from the Premises and falling onto neighbouring land and any losses or claims for compensation arising therefrom

4.13 Encroachments

To take all reasonable steps to prevent any new encroachment or easement being made or acquired in against out of or upon the Premises and to notify the Landlord immediately if any such encroachment or easement shall be made or acquired (or attempted to be made or acquired) and at the request of the Landlord to adopt such means as shall reasonably be required to prevent such encroachment or the acquisition of any such easement

4.14 Re-Letting Boards

At any time during the last 6 months of the Contractual Term and at any time thereafter to permit the Landlord to enter the Premises and fix and retain anywhere on them a board advertising the Premises for reletting and to permit viewing of the Premises at reasonable times of the day whilst any such board is on the Premises

4.15 Yield up

At the expiration of the Term to yield up the Premises together with all fixtures and fittings in repair and in accordance with the terms of this lease

4.16 Interest on arrears

4.16.1 if the Tenant shall fail to pay the Rent or any other sum due under this lease within 14 days of the date due whether formally demanded or not or if the Landlord shall refuse to accept any rents or other sums due under this lease by reason of any breach of covenant by the Tenant the Tenant shall pay to the Landlord Interest on the Rent or other sums from the date when they were due to the date on which they are paid or accepted (as the case may be) and such Interest shall be deemed to be rents due to the Landlord

4.16.2. nothing in clause 4.16.1 shall entitle the Tenant to withhold or delay any payment of the Rent or any other sum due under this lease after the date upon which they fall due or in any way prejudice affect or derogate from the rights of the Landlord in relation to such non-payment including (but without prejudice to the generality of the above) under the proviso for re-entry contained in clause 7.1

4.17 Statutory notices etc.

To give full particulars to the Landlord of any notice direction order or proposal for the Premises made given or issued to the Tenant by any local or public authority within 7 days of receipt and if so required by the Landlord to produce it to the Landlord and without delay to take all necessary steps to comply with the notice direction or order and at the request of the Landlord but at the cost of the Tenant to make or join with the Landlord in making such objection or representation against or in respect of any notice direction order or proposal as the Landlord shall deem expedient

4.18 Advertisements

Not without the consent of the Landlord to fix or display or permit to be fixed or displayed any advertising hoarding or board anywhere on the Premises

4.19 Prohibition on the supply or consumption of alcohol

The Tenant shall not sell or otherwise supply alcohol on the Premises, nor permit or allow the sale or supply or consumption of alcohol on the Premises

4.20 Notice to Council of pollutants or harmful substances

To give the Council written notice as soon as reasonably practicable on the Tenant becoming aware of the existence of any defect in the demised land or the arrival or existence of any contaminant, pollutant or harmful substance in or which could result in any liability on the part of the Council in relation to the demised land

4.21 Use of the Premises for community events and by local residents and schools

4.21.1 To permit the Premises to be used for ad hoc local community events on being requested to do so PROVIDED THAT these events do not unreasonably interfere with the Tenant's use of the Premises and PROVIDED ALSO that the Tenant may charge for the use of the Premises a reasonable fee which in any event shall not exceed 110% of the standard charges set by the Landlord from time to time for the similar use of the Landlord's property. The Tenant shall ensure that access is available to any building on the Premises if required as part of the community event and that such buildings have supplies of electricity and hot water and the buildings are otherwise ready for use; and

4.21.2 to Permit the Premises to be used by local residents and children for reasonable recreational activities when not being used by the clubs for training and match purposes PROVIDED THAT these activities do not adversely affect the condition of the Premises for their use by other persons

5. The Landlord's covenants

The Landlord covenants 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 the Landlord

6. Insurance

6.1 Covenant to Insure

6.1.1 Liability Insurance

The Tenant covenants with the Landlord to effect and maintain such insurance, in such amount, as the Landlord from time to time by notice to the Tenant requires in respect of the Tenant's liability to indemnify the Landlord against losses arising from the Tenant's acts, omissions or negligence and all liability of the Landlord to third parties arising out of or in connection with any matter involving or relating to the Premises.

6.1.2 Contents Insurance

It shall be the responsibility of the Tenant to effect and maintain such insurance policy in respect of its property, and the property of its members from time to time kept on the Premises

6.1.3 Office, Underwriters and Agency

All insurance must be effected in such insurance office, or with such underwriters, and through such agency as the Landlord from time to time by notice to the Tenant requires

6.2 Tenant's Further Insurance Covenants

The Tenant covenants with the Landlord to observe and perform the requirements of this clause 6.2.

6.2.1 Requirements of Insurers

The Tenant must comply with all requirements and recommendations of the insurers.

6.2.2 Policy Avoidance

The Tenant must not do or omit to do anything that could cause any insurance policy effected in accordance with this Lease to become wholly or partly void or voidable

6.2.3 Fire Authority Requirements

The Tenant must comply with all requirements and recommendations of the fire authority as to fire precautions relating to the Premises.

6.2.4 Notice of Events

The Tenant must immediately give notice to the Landlord of anything that might affect any insurance policy effect in accordance with this lease.

6.2.5 Production of the Policy

The Tenant must produce to the Landlord on demand every insurance policy effected in accordance with this Lease and the receipt for the then current year's premium, and if so required must supply the Landlord with a copy of every such policy.

7. Provisos

7.1 Re-entry

If and whenever during the Term:

7.1.1 the Rent (or any part of it) under this lease is outstanding for 14 days after becoming due whether formally demanded or not or

7.1.2 there is a breach by the Tenant of any covenant or other term of this lease or any document expressed to be supplemental to this lease or

7.1.3 an individual Tenant becomes bankrupt or suffers the appointment of an administrative receiver in respect of his property or suffers the making of a bankruptcy order against him or

7.1.4 a company Tenant

7.1.4.1 enters into liquidation whether compulsory or voluntary (but not if the liquidation is for amalgamation or reconstruction of a solvent company) or

7.1.4.2 has a receiver appointed or

7.1.4.3 suffers the making of an administration order or

7.1.4.4 suffers any person to become entitled to exercise the powers conferred on an administrative receiver or

7.1.5 the Tenant enters into an arrangement for the benefit of the Tenant's creditors or

7.1.6 the Tenant has any distress or execution levied on the Tenant's goods

The Landlord may re-enter the Premises (or any part of them in the name of the whole) at any time (and even if any previous right of re-entry has been waived) and then the Term will absolutely cease but without prejudice to any rights or remedies which may have accrued to the Landlord against the Tenant or to the Tenant against the Landlord in

respect of any breach of covenant or other term of this lease (including the breach in respect of which the re-entry is made)

7.2 Exclusion of use warranty

Nothing in this lease or in any consent granted by the Landlord under this lease shall imply or warrant that the Premises may lawfully be used under the Planning Acts for the purpose authorised in this lease (or any purpose subsequently authorised)

7.3 Entire understanding

This lease embodies the entire understanding of the parties relating to the Premises and to all the matters dealt with by any of the provisions of this lease

7.4 Representations

The Tenant acknowledges that this lease has not been entered into in reliance wholly or partly on any statement or representation made by or on behalf of the Landlord except any such statement or representation that is expressly set out in this lease

7.5 Compensation on vacating

Any statutory right of the Tenant to claim compensation from the Landlord on vacating the Premises shall be excluded to the extent that the law allows

7.6 Service of notices

The provisions of the Law of Property Act 1925 Section 196 together with the Recorded Delivery Service Act 1962 shall apply to the giving and service of all notices and documents under or in connection with this lease except that the Law of Property Act 1925 Section 196 shall be deemed to be amended as follows:

- 7.6.1 the final words of the Law of Property Act 1925 Section 196 (4) "...and that service... be delivered" shall be deleted and there shall be substituted "... and that service shall be deemed to be made on the third Working Day after the registered letter has been posted "Working Day" meaning any day from Monday to Friday (inclusive) other than Christmas Day Good Friday and any statutory bank or public holiday"
- 7.6.2 any notice or document shall also be sufficiently served on a party if served on solicitors who have acted for that party in relation to this lease or the Premises at any time within the year preceding the service of the notice or document
- 7.6.3 any notice or document shall also be sufficiently served if sent by telex telephone facsimile transmission or any other means of electronic transmission to the party to be served (or its solicitors where clause 7.6.2 applies) and that service shall be deemed to be made on the day of transmission if transmitted before 4 pm on a Working Day but otherwise on the next following Working Day (as defined above)

7.7 Rights easements etc.

The operation of the Law of Property Act 1925 Section 62 shall be excluded from this lease and the only rights granted to the Tenant are those expressly set out in this lease and such further ancillary rights that arise under the general law or by necessary implication and the Tenant shall not by virtue of this lease be deemed to have acquired or be entitled to and the Tenant shall not during the Term acquire or become entitled by any means whatever to any easement from or over or affecting any adjoining property

7.8 Agreement for Lease

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

8. Tenant's Option to Determine

The Tenant may terminate this lease at any time by giving to the Landlord not less than 3 months prior notice in writing

9. Landlord's Option to Determine

In the event of a challenge being brought, by the Charity Commission or any other statutory body, against the Landlord in respect of the grant of this Lease the Landlord may terminate this Lease by giving to the Tenant not less than 3 months notice in writing

10. Charities Act 2011

The Premises will as a result of this lease be held by the Trustees of the Taibach Rugby Football Club a non-exempt charity and the restrictions on disposition imposed by Sections 117 to 121 of the Charities Act 2011 will apply to the Premises (subject to Section 117(3) of that Act).

11. Exclusion of the Security of Tenure Provisions of the Landlord and Tenant Act 1954

The parties confirm that:

8.1 the Landlord served a notice dated 5th November 2015 on the Tenant, as required by section 38(A)(3)(a) of the Landlord and Tenant Act 1954, applying to the tenancy created by this lease. Before this lease was entered; and

8.2 [REDACTED] who was duly authorised by the Rugby Club to do so made a Statutory Declaration dated 16th November 2015 in accordance with the requirements of section 38A(3)(b) of the Landlord and Tenant Act 1954; and

8.3 [REDACTED] who was duly authorised by the Cricket Club to do so made a Statutory Declaration dated 16th November 2015 in accordance with the requirements of section 38A(3)(b) of the Landlord and Tenant Act 1954

IN WITNESS whereof the Landlord and the Tenant have caused their respective Common Seals to be hereunto affixed the day and year first before written

FIRST SCHEDULE

Rights Granted

1. The right to the free passage and running (subject to temporary interruption for repair alteration or replacement) of water sewage gas electricity telephone and other services or supplies to and from the Premises in and through the pipes sewers drains conduits wires cables channels watercourses and all other conducting media in on under or over the adjoining property of the Landlord that now serve the Premises (in common with the Landlord and all other persons having a like right).
2. The right for the Tenant to pass and repass over and along the Accessway, with or without vehicles at all times and for all purposes in connection with the use of the Premises for the Permitted User (in common with the Landlord and all other persons having a like right).
3. The right for the Tenant to pass and repass over and along the Footpath:
 - 3.1 without vehicles at all times and for all purposes in connection with the use of the Premises for the Permitted User (in common with the Landlord and all other persons having the like right) and
 - 3.2 with vehicles only at such times as is reasonably required for the purpose of undertaking essential maintenance work on the premises. For the avoidance of doubt, this right does not include the right to stop or park on any part of the Accessway for any purpose whatsoever. For the further avoidance of doubt, neither the Landlord nor the Tenant will have any responsibility for repair or maintenance of the Accessway.

SECOND SCHEDULE

Rights excepted and reserved

1. The right to the free and uninterrupted passage and running of water sewage gas electricity and other services or supplies from and to the adjoining property of the Landlord in and through the pipes sewers drains conduits wires cables channels watercourses and all other conducting media which now are or may be during the Term in on under or over the Premises
2. The right at any time during the Term at reasonable times and upon reasonable notice except in cases of emergency to enter (or in cases of emergency to break and enter) the Premises
 - 2.1 to inspect the condition and state of repair of the Premises
 - 2.2 to inspect cleanse connect repair remove replace with others alter or execute any works whatever to or in connection with the easements services or supplies referred to in paragraph of this schedule
 - 2.3 to carry out work of any kind to the adjoining property of the Landlord that cannot conveniently be carried out without access to the Premises
 - 2.4 to take schedules or inventories of fixtures and other items to be yielded up on the expiry of the Term
 - 2.5 to access any retained adjoining land and
 - 2.6 to exercise any of the rights granted to the Landlord elsewhere in this lease
3. Full right and liberty at any time after the date of this lease to erect any new building of any height on the adjoining property of the Landlord in such manner as the Landlord shall think fit notwithstanding the fact that this may obstruct affect or interfere with the amenity of or the access to the Premises or the passage of light and air to the Premises and PROVIDED that this shall not materially affect the Premises or the use and occupation of the Premises

THIRD SCHEDULE
Rent and Rent Review

1 Definitions

1.1 The terms defined in this paragraph shall for all purposes of this schedule have the meanings specified

1.2 'the Assumptions' means the following assumptions at the Review Date:

1.2.1 that no work has been carried out on the Premises by the Tenant during the Term which has diminished the rental value of the Premises other than work carried out in compliance with clause 4.5.1

1.2.2 that the covenants contained in this lease on the part of the Landlord and the Tenant have been fully performed and observed

1.2.3 that the Premises are available to let by a willing landlord to a willing tenant by one lease without a premium being paid by either party and with vacant possession

1.2.4 that the Premises are ready for and adapted and equipped for immediate occupation and use for the purpose or purposes required by the willing tenant referred to in paragraph 1.2.3 and that all services required for such occupation and use are connected to the Premises

1.2.5 that the lease referred to in paragraph 1.2.3 contains the same terms as this lease except the amount of the Initial Rent but including the provisions for rent review on the Review Dates and except as set out in paragraph 1.2.6

1.2.6 that the term of the lease referred to in paragraph 1.2.3 is equal in length to the Contractual Term and that such term begins on the Review Date and that the rent shall commence to be payable from that date

1.2.7 that the lease referred to in paragraph 1.2.3 will be renewed at the expiry of its term under the provisions of the Landlord and Tenant 1954

1.3 'the Disregarded Matters' means:

1.3.1 any effect on rent of the fact that the Tenant has been in occupation of the Premises

1.3.2 any good will attached to the Premises by reason of the carrying on at the Premises of the Permitted User by the Tenant

1.3.3 any increase in rental value of the Premises attributable to the existence at the Review Date of any improvement to the Premises carried out with consent where required otherwise than in pursuance of an obligation except an obligation contained in clause 4.5.1 to the Landlord or its predecessors in title by the Tenant during the Term

1.4 'the President' means the President for the time being of the Royal Institution of Chartered Surveyors the duly appointed deputy of the President or any person authorised by the President to make appointments on his behalf

1.5 'the Arbitrator' means a person appointed by agreement between the parties or in the absence of agreement within 14 days of one party giving notice to the other of its nomination or nominations nominated by the President on the application of either party made not earlier than 6 months before the Review Date or at any time afterwards

1.6 'Review Period' means the period beginning on any Review Date and ending on the day before the next Review Date

2. Ascertaining the Rent

2.1 The Rent shall be:

2.1.1 until the first Review Date the Initial Rent and

2.1.2 thereafter during each successive Review Period a rent equal to the greater of:

2.1.2.1 the Rent payable immediately prior to the relevant Review Date or

2.1.2.2 such Rent as may be ascertained in accordance with this schedule

2.2 Such revised Rent may be agreed in writing at any time between the parties or (in the absence of agreement) shall be determined by the Arbitrator

2.3 The revised Rent to be determined by the Arbitrator shall be such as he shall decide to be the rent at which the Premises might reasonably be expected to be let on the open market at the relevant Review Date making the Assumptions but disregarding the Disregarded Matters.

2.4 The arbitration shall be conducted in accordance with the Arbitration Acts 1996 except that if the Arbitrator nominated pursuant to paragraph 1.5 shall die or decline to act the President may on the application of either party discharge the Arbitrator and appoint another in his place

2.5 When the Rent shall have been ascertained in accordance with this schedule a memoranda to this effect shall be signed by or on behalf of the parties and annexed to this lease and its counterpart and the parties shall bear their own costs in this respect

3. Arrangements pending ascertainment of revised Rent

3.1 If the revised Rent payable has not been ascertained by the relevant Review Date Rent shall continue to be payable at the rate previously payable such payments being on account of the Rent for the period after the relevant Review Date

3.2 If any party shall upon publication of the Arbitrator's award pay all the Arbitrator's fees and expenses such party shall be entitled to recover (in default of payment within 21 days of a demand to that effect in the case of the Landlord as Rent in arrears or in the case of the Tenant by deduction from Rent) such portion of them (if any) as the Arbitrator shall award against the other party

4. Payment of revised Rent

If the revised Rent payable after the relevant Review Date has not been ascertained by the Review Date then immediately after the date when the same has been agreed between the parties or the date upon which the Arbitrator's award shall be received by one party the Tenant shall pay to the Landlord:

4.1 Any shortfall between the Rent which would have been paid after the relevant Review Date had the revised Rent been ascertained on or before the relevant Review Date and the payments made by the Tenant on account and

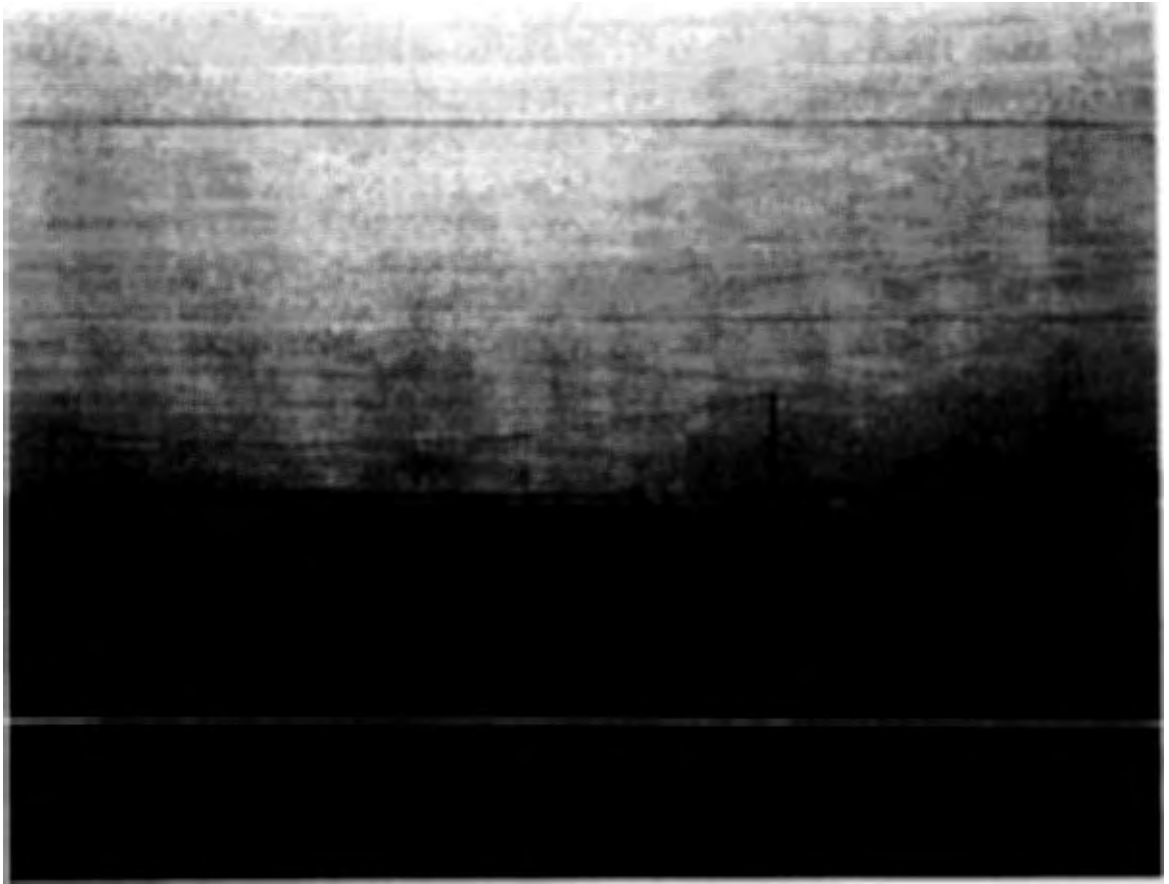
4.2 Interest at the base lending rate of the bank referred to in or nominated pursuant to clause 1.8 prevailing on the day upon which the shortfall is paid in respect of each instalment of Rent due on or after the relevant Review Date on the amount by which the instalment of revised Rent which would have been paid after the relevant Review Date exceeds the amount paid on account and such interest shall be payable for the period from the date upon which the instalment was due up to the date of payment of the shortfall

Schedule of Condition
Playing Field and Pavilion at Bryn Recreation Ground

The survey was conducted on 5th November 2015, during a wet day

For

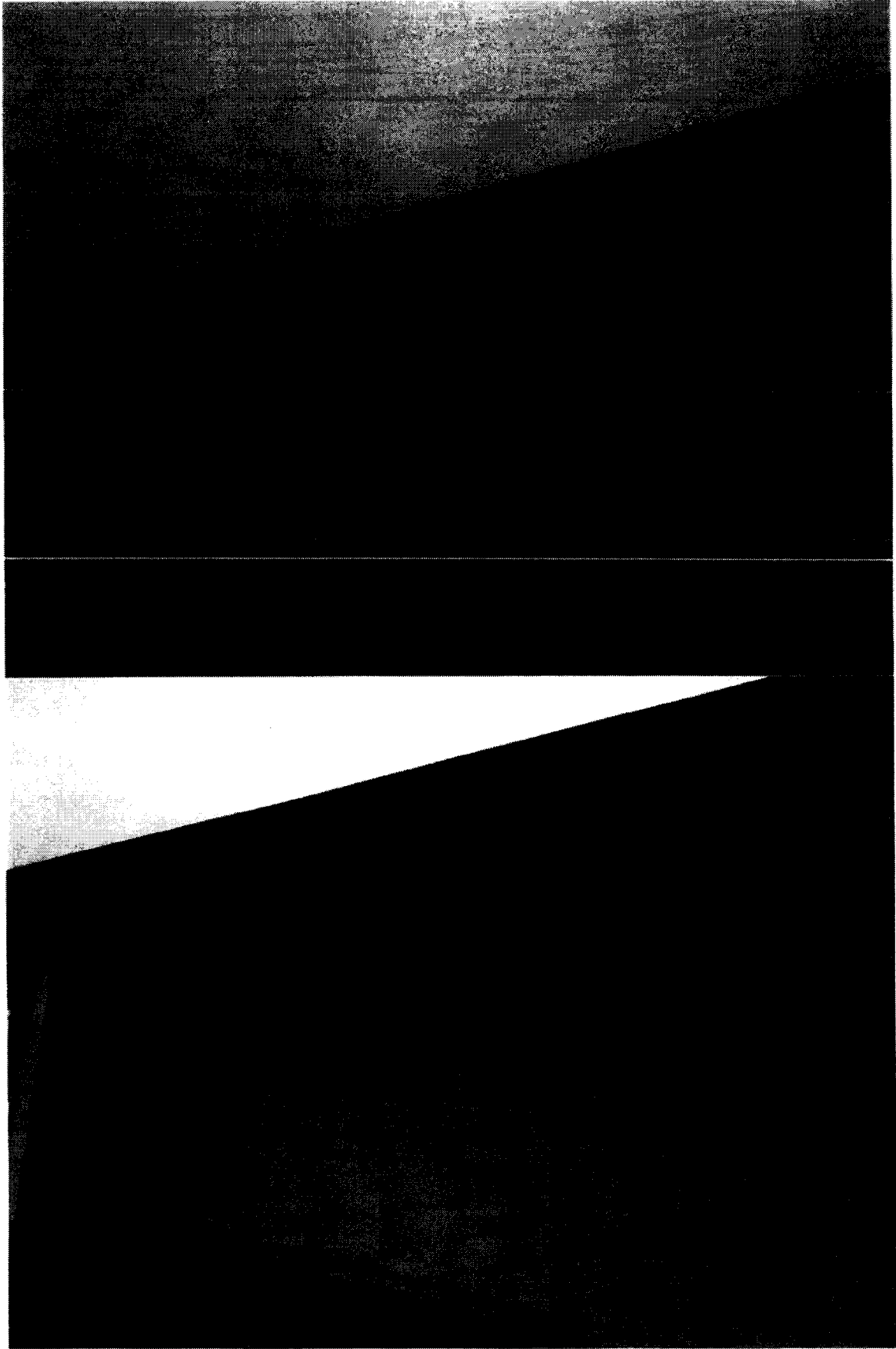
Neath Port Talbot County Borough Council
5th November 2015



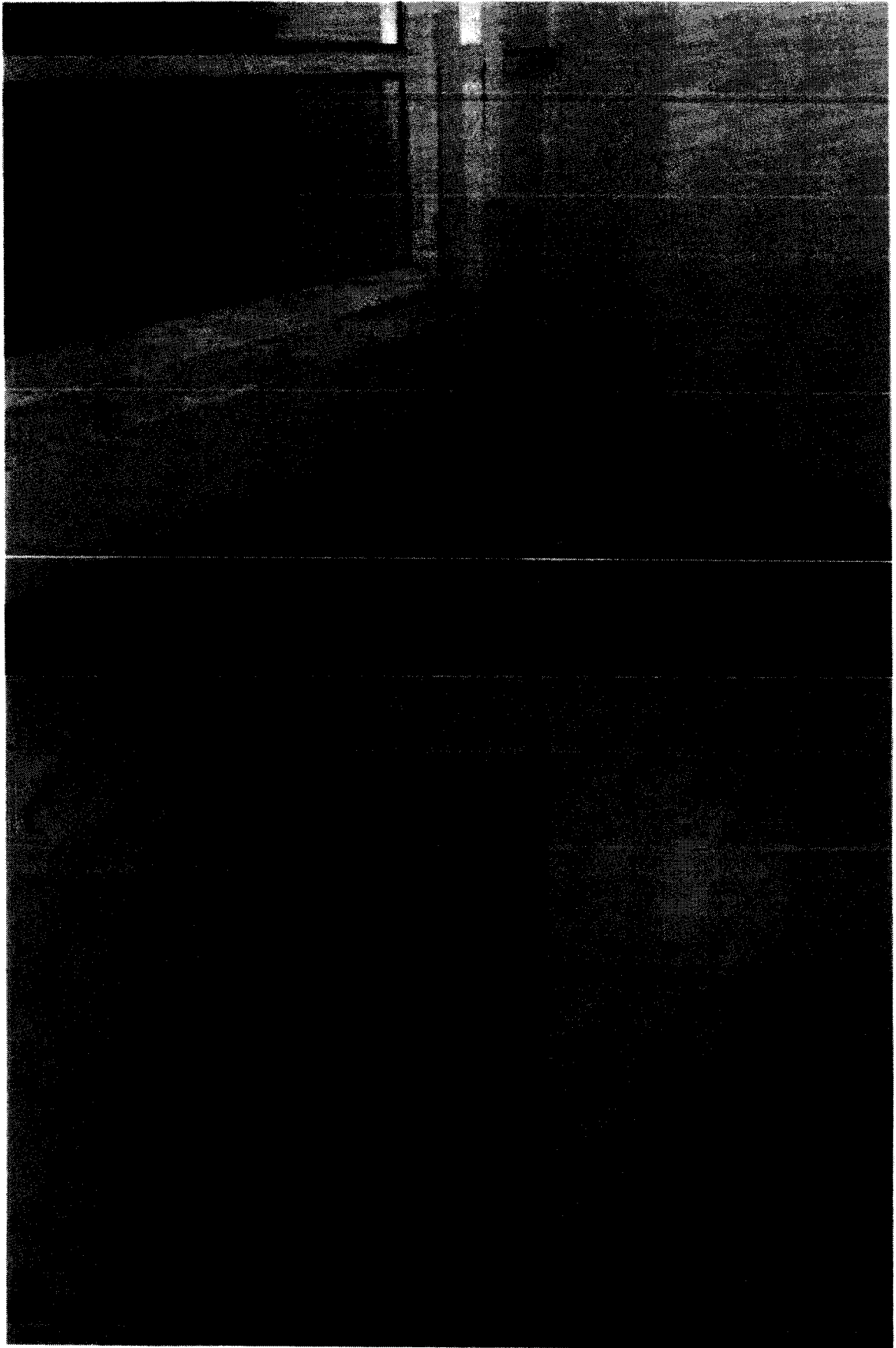


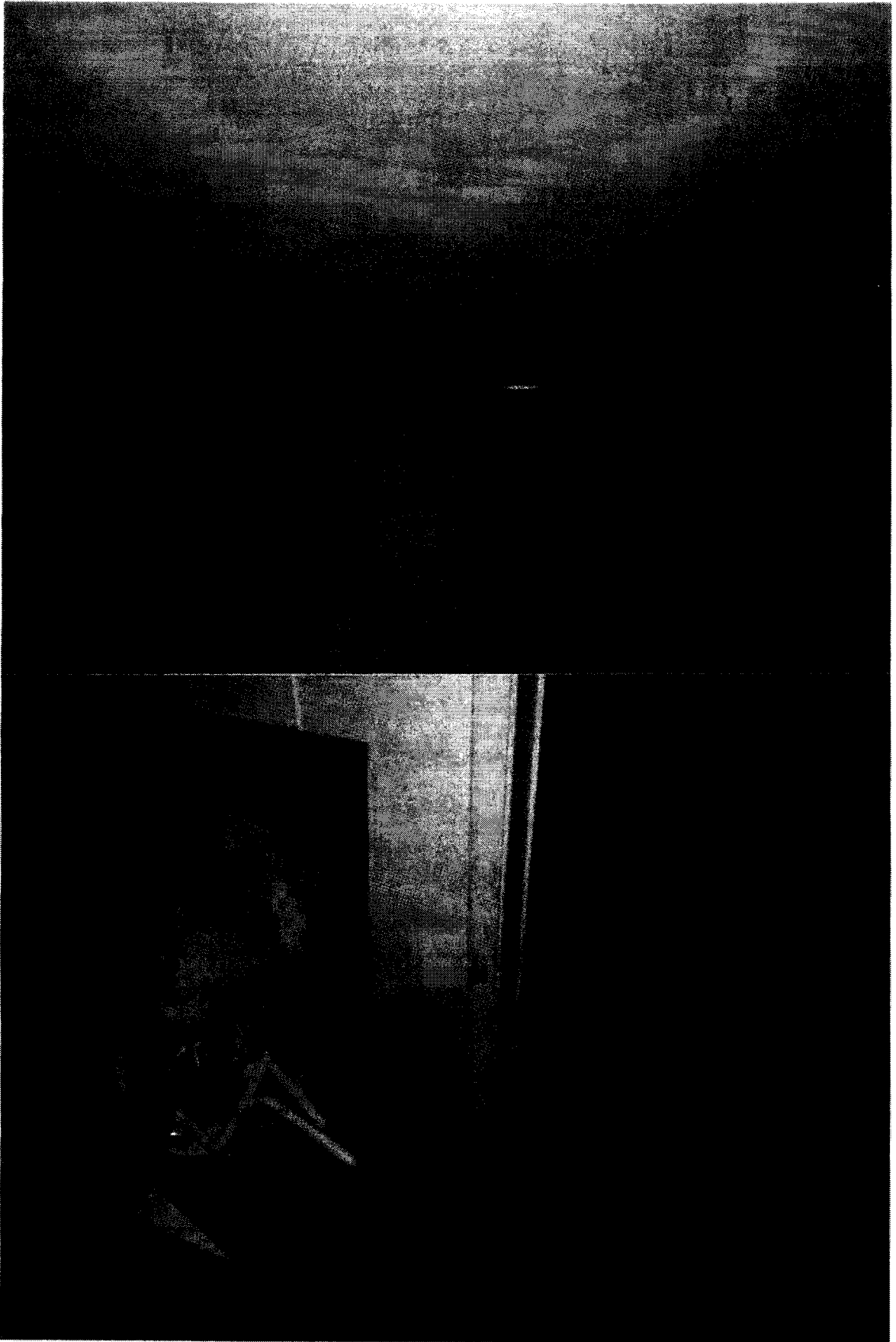


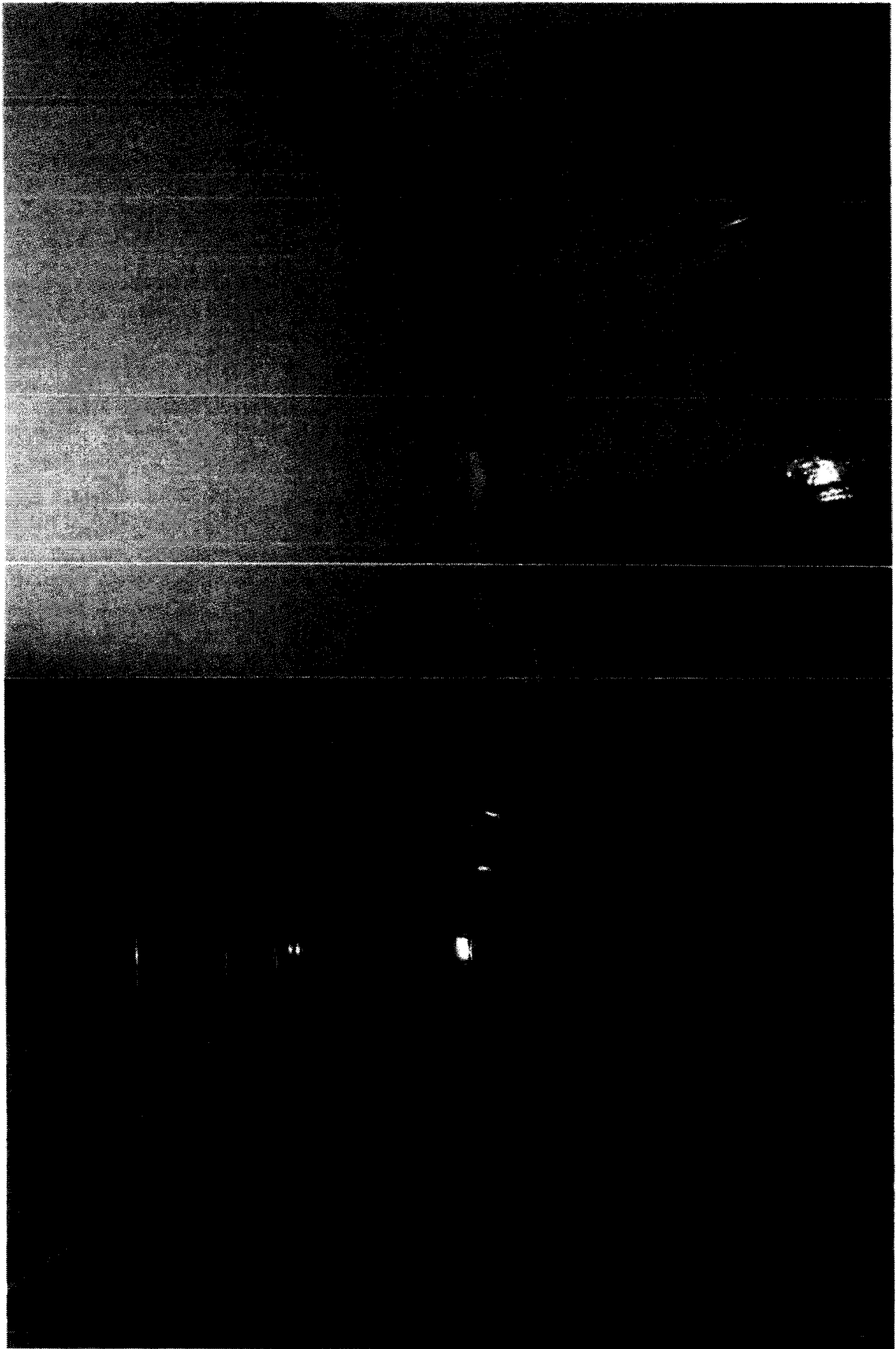




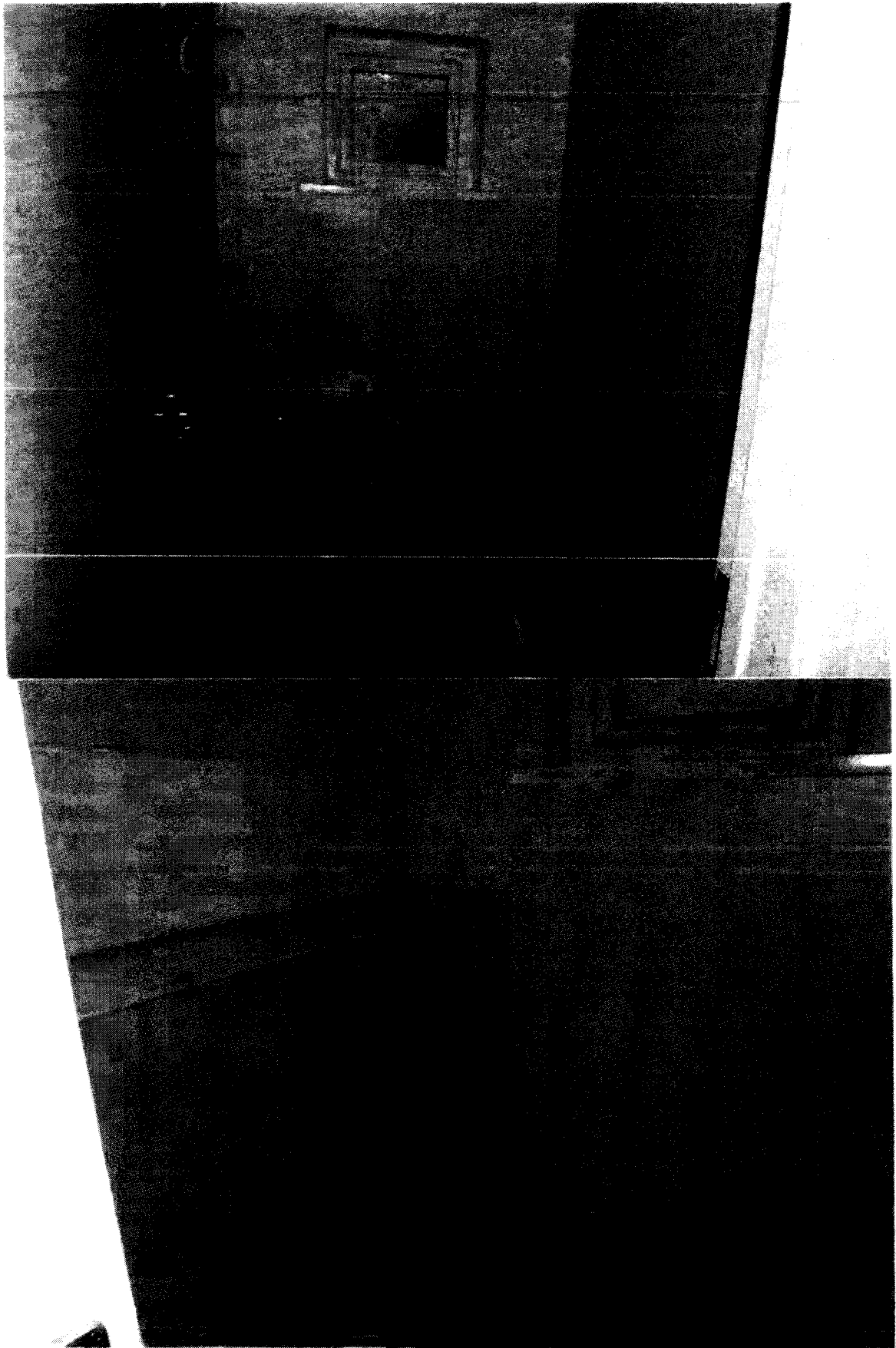


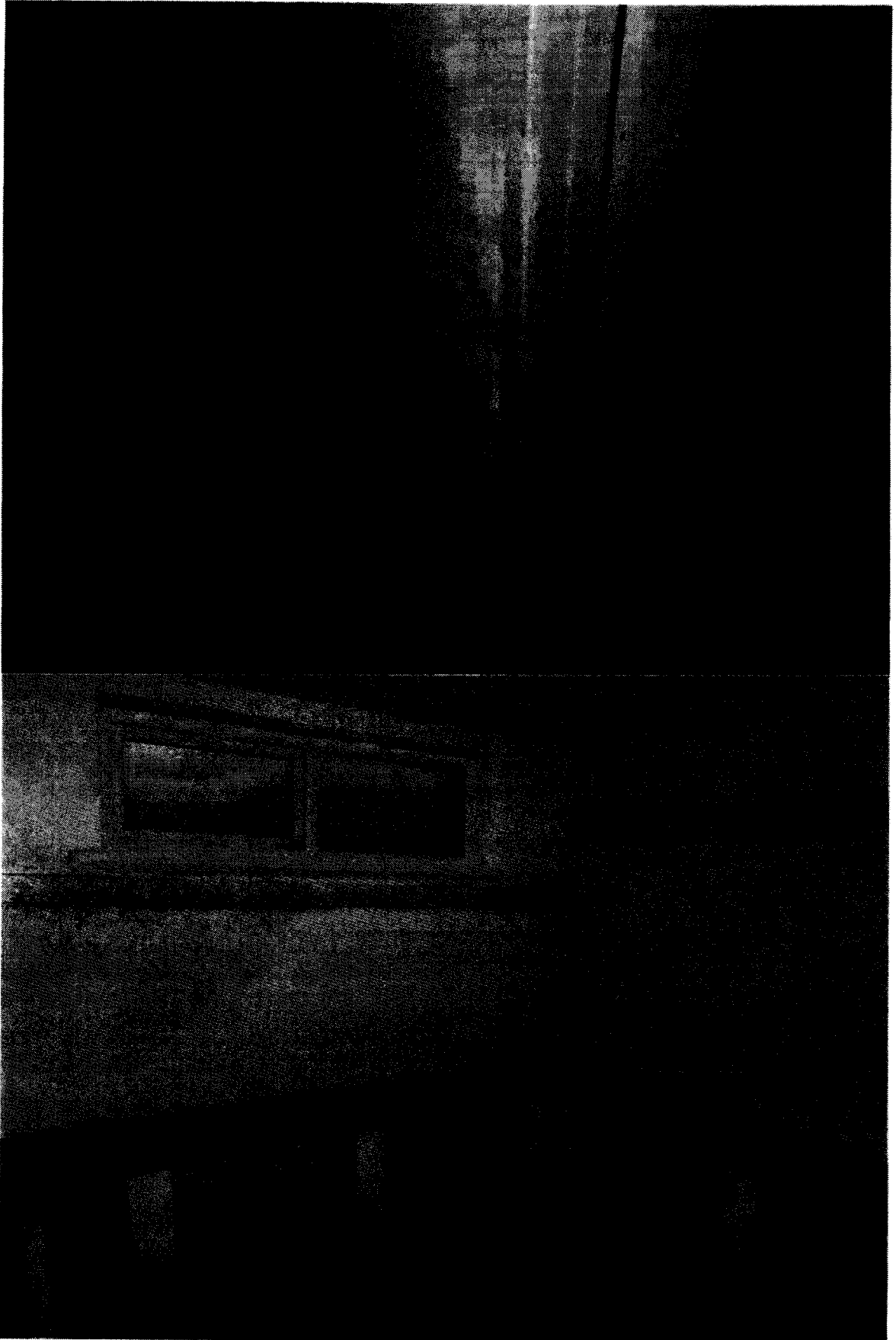




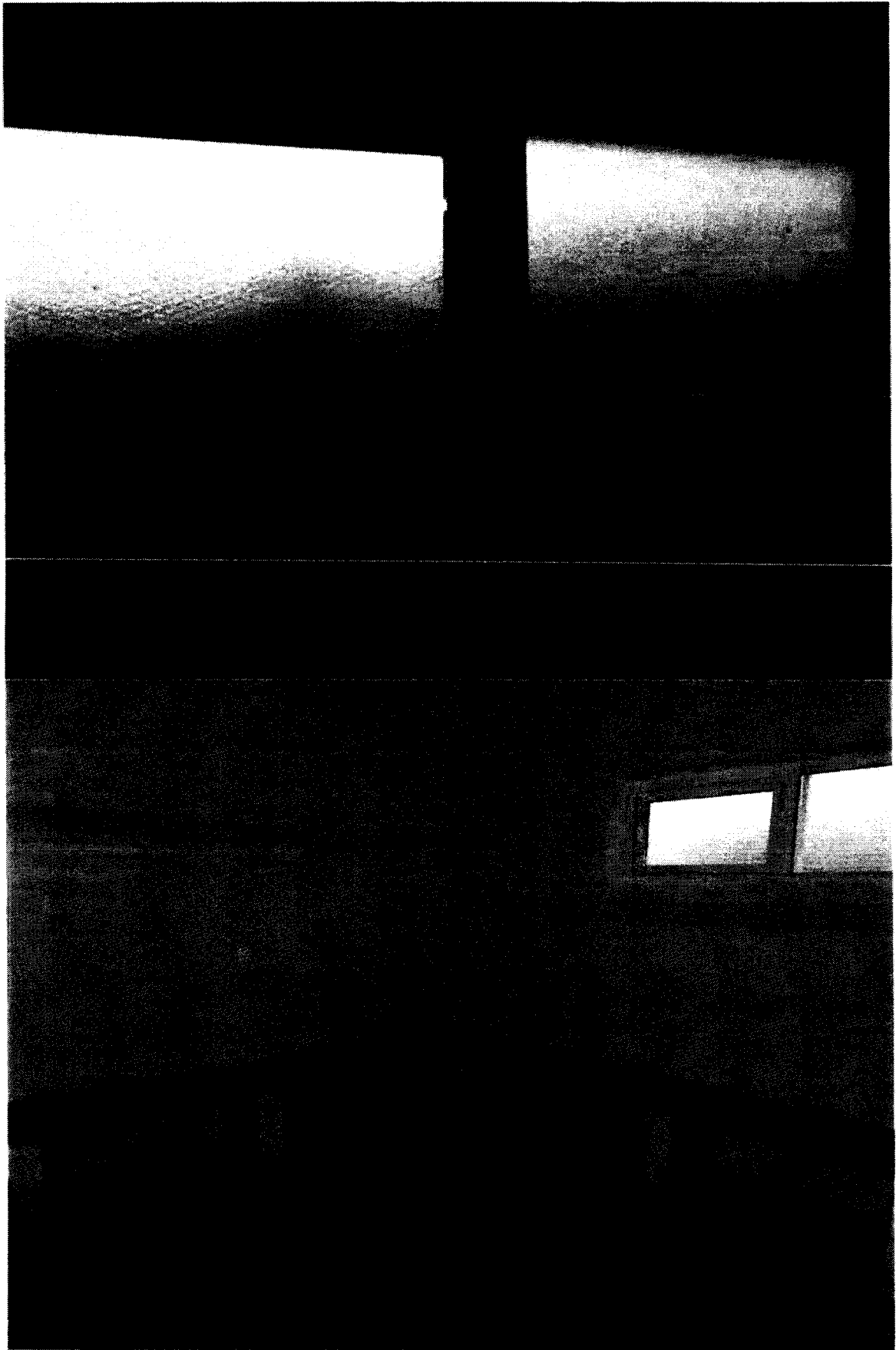


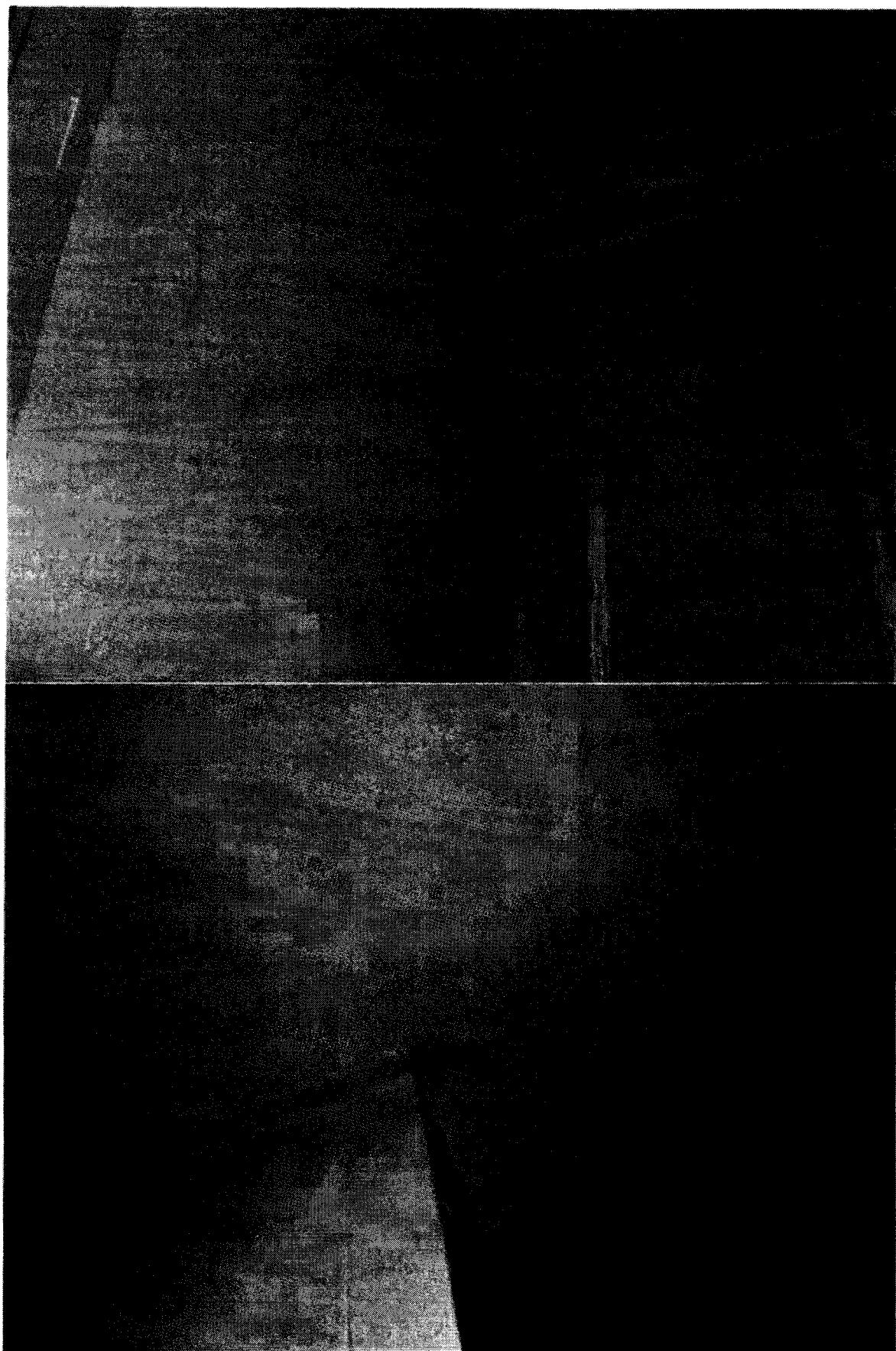


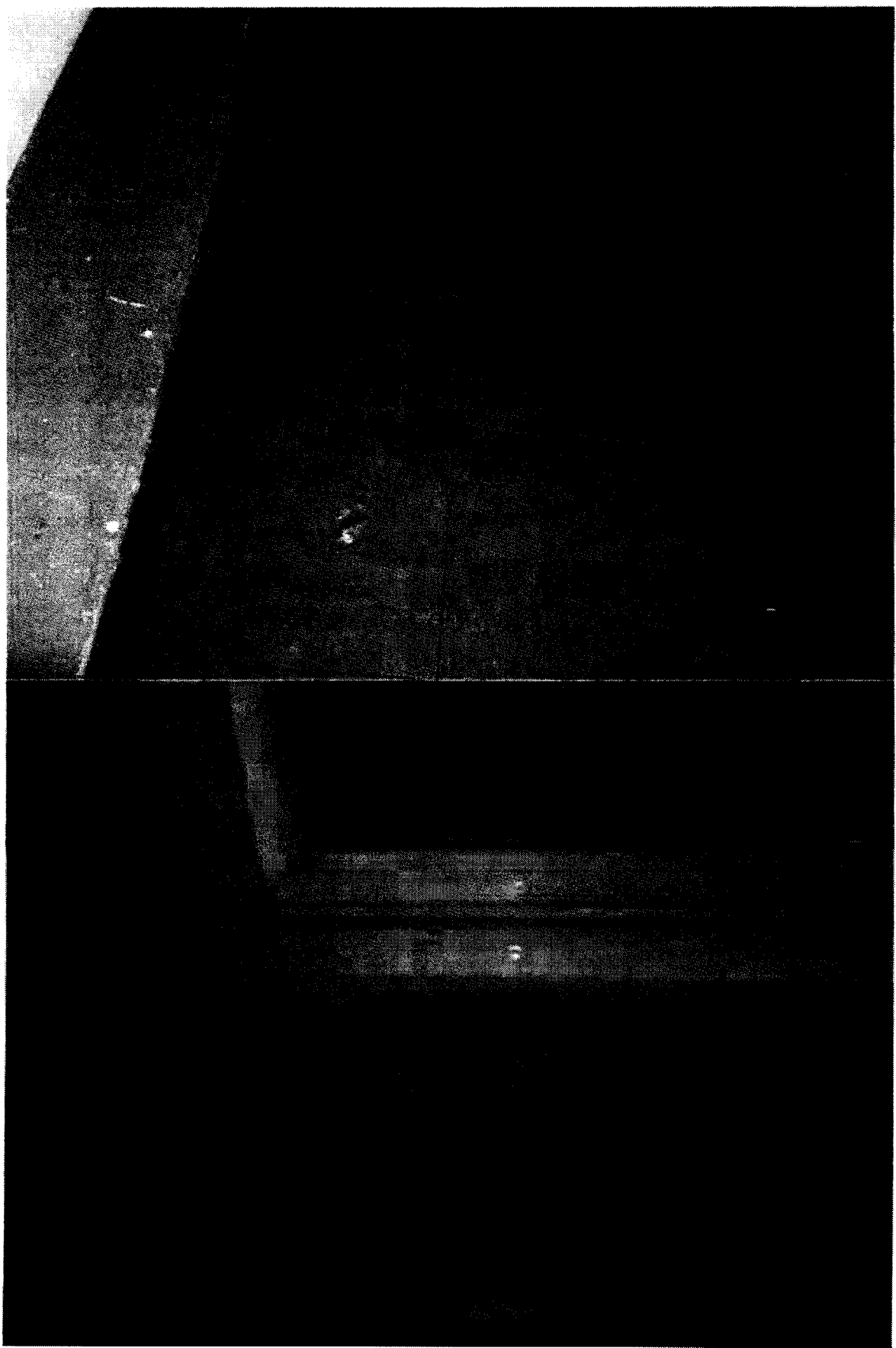




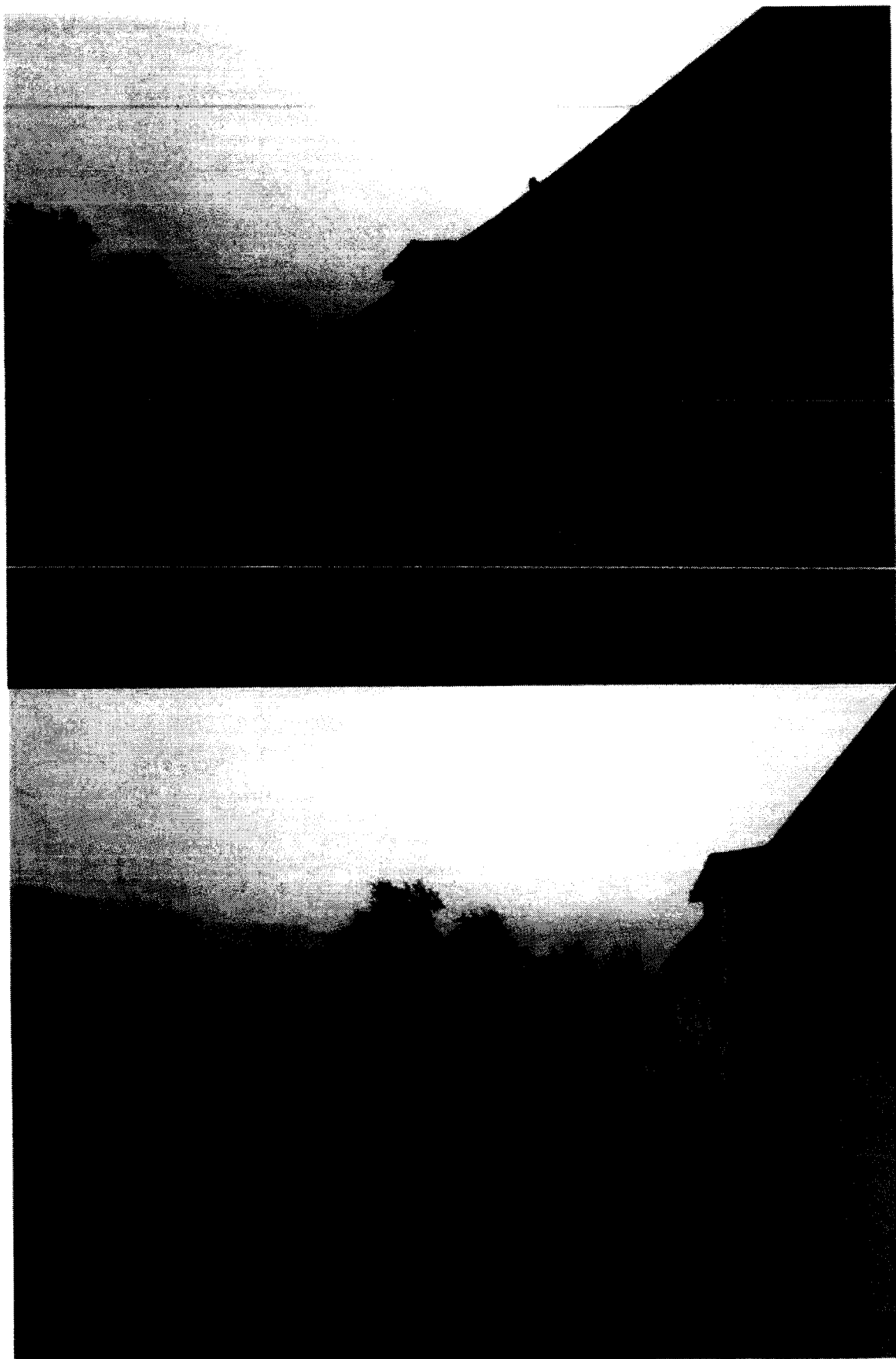
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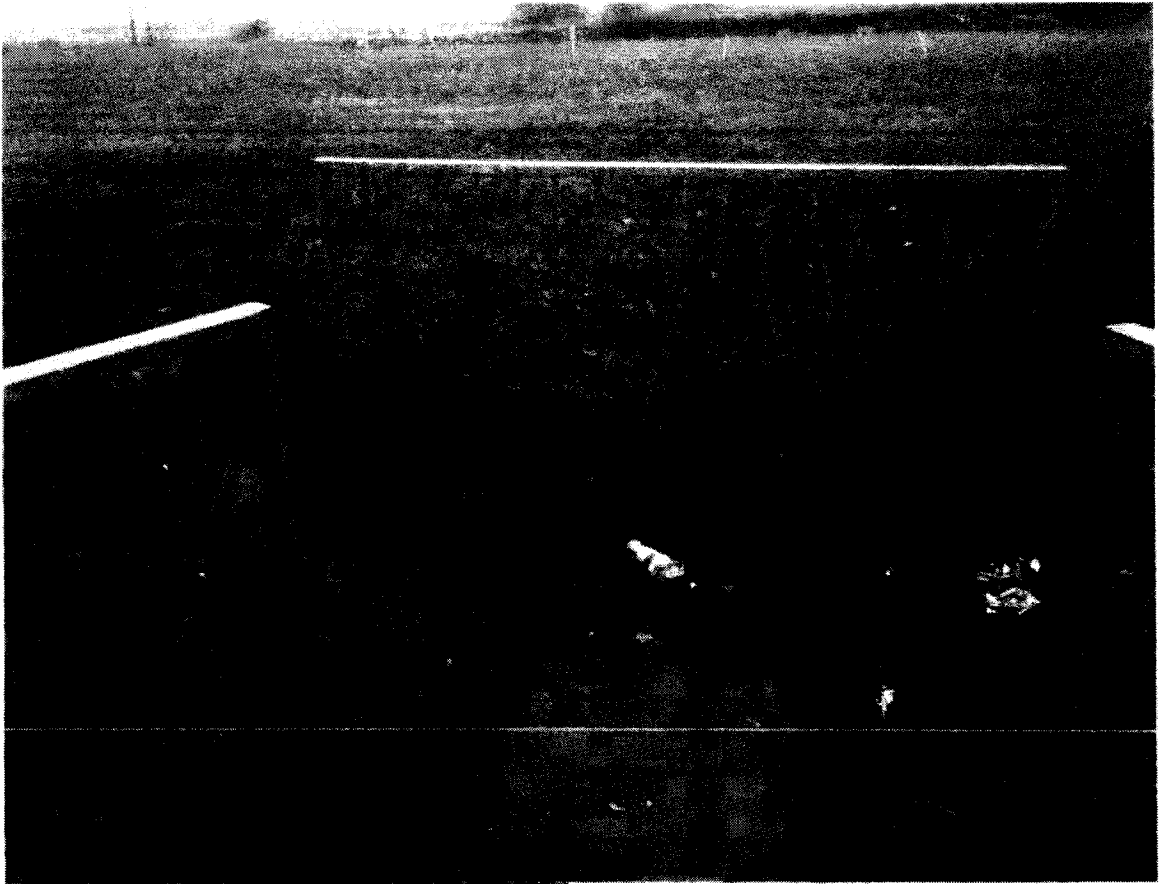


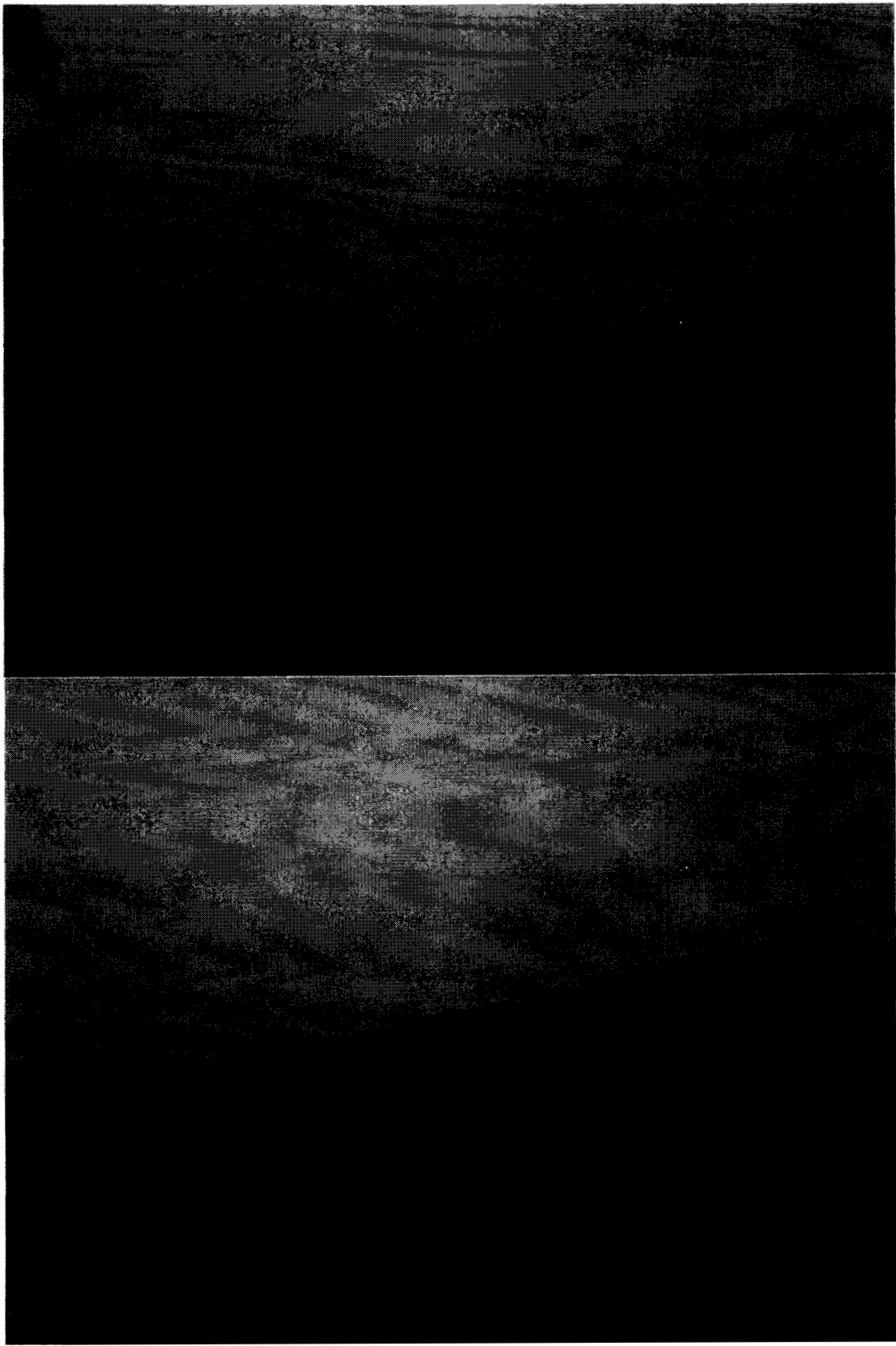




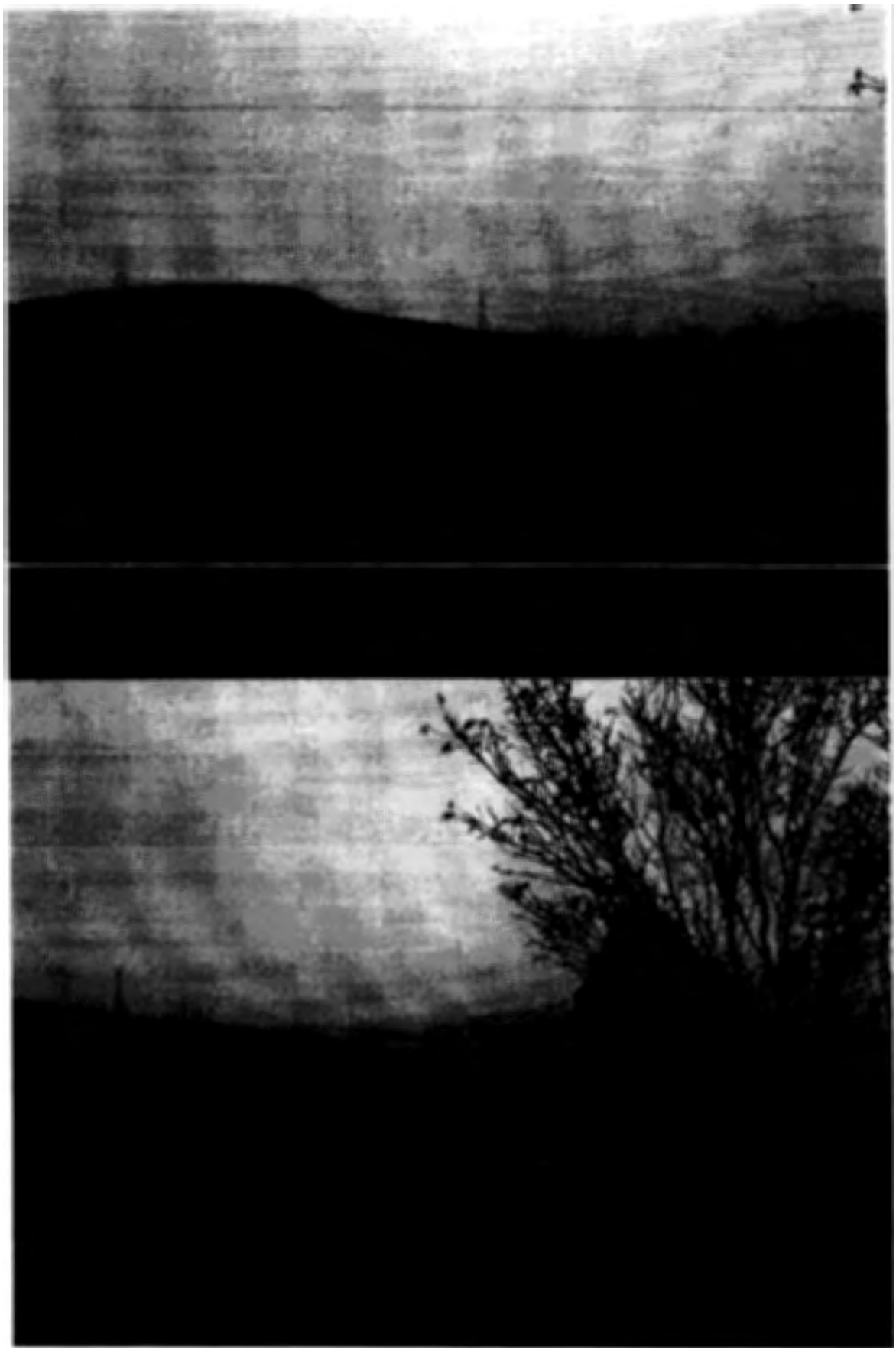


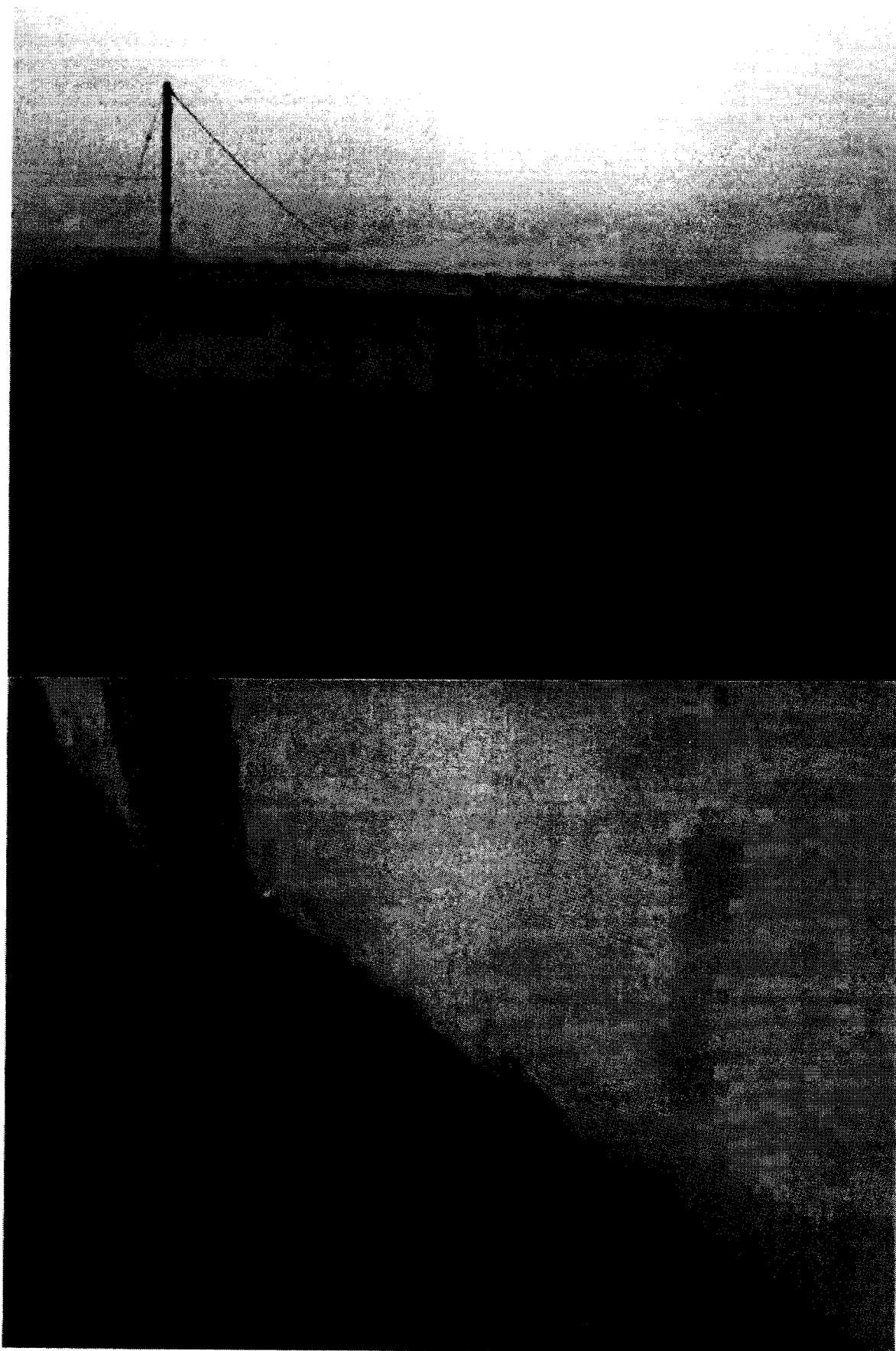






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I certify that to the best of my knowledge that this Schedule Condition and photographic record provide an accurate record of the condition of the playing field and pavilion at Bryn Recreation Ground on 5th November 2015.

For: NPTCBC

Date 5th November 2015

Richard Ford
Estates Officer

NPTCBC
The Quays
Brunel Way
SA11 2GG

I confirm that this Schedule of Condition and photographic record provide an accurate record of the condition of the playing field and pavilion at Bryn Recreation Ground on the 5th November 2015

Signed: *R Ford*

Name: Richard Ford

For: NPTCBC

Date: 5th November 2015

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 4. *Benzo[a]pyrene* \rightarrow *anthracene*
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10	25	1.0	1.0	0.1	0.1	0.1
20	25	1.0	1.0	0.2	0.2	0.2
30	25	1.0	1.0	0.3	0.3	0.3
40	25	1.0	1.0	0.4	0.4	0.4
50	25	1.0	1.0	0.5	0.5	0.5
60	25	1.0	1.0	0.6	0.6	0.6
70	25	1.0	1.0	0.7	0.7	0.7
80	25	1.0	1.0	0.8	0.8	0.8
90	25	1.0	1.0	0.9	0.9	0.9
100	25	1.0	1.0	1.0	1.0	1.0

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Abstract

