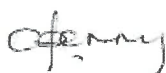


3<sup>rd</sup> January 2025

**Councillors: Cllr C O'Donovan (Chair) T Finnigan (Vice Chair), V Mead, I Caldwell, D Bigham, S Withers, W Bloisi, A Hayes**

You are hereby summoned to the **MEETING of the COMMON & GREEN SPACES COMMITTEE** to be held on **THURSDAY, 9<sup>th</sup> January 2025 at 7.30pm**. This meeting will be at the Parish Centre and if you wish to attend, please contact the Clerk on 01582 794832 or 07436 549584



**Chris Kenny**  
Clerk to the Council

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## **AGENDA**

### **1. APOLOGIES FOR ABSENCE**

### **2. DECLARATIONS OF INTEREST**

- a) To receive declarations of interest from councillors on items on the agenda
- b) To receive written requests for dispensations for declarable interests (if any); and
- c) To grant any requests for dispensation as appropriate

Cllr Caldwell	Nickey Line (CM)
Cllr Bigham	Redbourn Community Group (CM) and Village Hall (M)
Cllr Mead	The Museum (T), Redbourn in Bloom (CM) Active in Redbourn (M)
Cllr Finnigan	Friends of High Street (CM) Redbourn Charities (T)
Cllr Bloisi	Friends of St Marys (CM), Community Care Group (V)

### **3. PUBLIC PARTICIPATION**

Representative from Friends of the High Street, Redbourn in Bloom, Active in Redbourn

### **4. MATTERS FOR REPORT**

Members are invited to notify the Chairman of other urgent business which they wish to be discussed at the end of the meeting. In so doing, the Member(s)/Officer(s) concerned must state the special circumstances which they consider justifies the matter being raised as a matter of urgency. The Chairman will decide whether the item(s) raised shall be considered at the end of the meeting.

- 5. MINUTES OF PREVIOUS MEETING**  
To approve and sign minutes of the previous meeting held on 7<sup>th</sup> November 2024
- 6. MATTERS ARISING FROM THE PREVIOUS MINUTES NOT ON THE AGENDA**
- 7. FINANCE**
  - 7.1 To receive the finance report on Commons expenditure
- 8. REDBOURN COMMON**
  - 8.1 To receive an update on Common repairs
  - 8.2 To consider a request from organisers of Redbourn Festival for use of Common
  - 8.3 To consider and approve costings for work on overflow car park area
  - 8.4 To consider and approve request for memorial tree for Canon Christine Farrington
- 9. LEASE**
  - 9.1 To review and approve the draft lease for Cricket Club
- 10. FRIENDS OF THE HIGH STREET**
  - 10.1 To receive an update from FoTHS
- 11. ALLOTMENTS**  
To discuss issues relating to access onto allotments at Tassell Hall
- 12. MATTERS TO REPORT**
- 13. DATE AND TIME OF NEXT MEETING**  
Next meeting date is Thursday, 6<sup>th</sup> March 2025 at 7.30pm, Parish Centre

**Minutes of Commons and Open Spaces Committee Meeting held on Thursday, 7<sup>th</sup> November 2024 at 7.30pm, in the Conference Room at Redbourn Parish Centre.**

Present: Cllrs T Finnigan (V Chair), D Bigham, I Caldwell, A Hayes

In Attendance: C Kenny (Clerk)

**1 APOLOGIES FOR ABSENCE**

Apologies were received and accepted from:  
Cllrs V Mead, W Bloisi, C O'Donovan, S Withers

**2 DECLARATION OF INTEREST**

Cllr Caldwell Friends of Nickey Line (CM)  
Cllr Bigham Community Care Group (CM), Village Hall (M)  
Cllr Mead The Museum (T), Active in Redbourn (M) Redbourn in Bloom (CM)  
Cllr Finnigan Classics on the Common (M), Friends of the High Street (CM)  
Redbourn Charities (T)  
Cllr Bloisi Friends of St Mary's (CM), Community Care Group (V)

**3 PUBLIC PARTICIPATION**

None

**4 MATTERS FOR REPORT**

Tree removal - Clerk

**5 MINUTES OF PREVIOUS MEETING**

It was proposed by the Chair and resolved that:

*The minutes of the meeting held on 5<sup>th</sup> September 2024 are adopted as a true record of the meeting*

**6 MATTERS ARISING FROM THE PREVIOUS MINUTES NOT ON THE AGENDA**

11 – The Tennis Club have circulated a consultation document to all surrounding housing as well as posted on Redbourn Facebook groups, and some residents have responded. They also held a drop in morning which was well attended.

**7 FINANCE**

**7.1 To receive the finance report on Commons expenditure**

The Clerk presented the expenditure report for Commons and Green Spaces, highlighting the following:

4722 - Panhandle maintenance – cost of clearing Panhandle of bramble roots and stumps

It was proposed by the Chair and resolved to:

*The Commons Income and Expenditure reported dated 31<sup>st</sup> October 2024 for the month of October 2024 be received*

**7.2 To consider and amend where necessary draft budget for Commons & Green Spaces 2025-26**

The Clerk presented the draft budget and Cllrs discussed each line. Changes made:

- 4595 – Cumberland Garden – increase to £5K, using further £1K from EMR for the repair to the wall
- 4809 – Festive Lights – increase to £4,500
- 4807 – Tree survey – remove funds – use EMR instead
- Further details need to be gathered for specification and costs for refurbishment of the overflow car park – these will be available for F&P meeting in November.
- Result is 25% increase over last year's budget for Commons – the main reason is the car park repairs.

It was proposed by the Chair and resolved that:

***Amended budget for Commons & Green Spaces approved for recommendation to F&P meeting for 2025-26***

**8 REDBOURN COMMON**

**8.1 To receive an update on Common repairs**

Clerk reported that there are a number of bollards that have been damaged/rotted so these will be replaced over the course of the next couple of weeks

**8.2 To consider a request from organisers of Classics on Common for the use of the Common**

Organisers have requested the use of the Common on 30<sup>th</sup> August 2025 to hold the event again. They will need to set up on 29<sup>th</sup> August 2025.

It was proposed by the Chair and resolved that:

***RPC grant permission for organisers of Classics on the Common to run the event on 30<sup>th</sup> August 2025***

**8.3 To discuss proposal from organisers of Classics on Common for changes to the access route.**

On reviewing the access route onto the Common for the classic cars, they feel there is an issue with the profile of the grass area, as it dips both before and after the pavement area. They propose to restructure this area to smooth the gradient from the road up to the pavement and also raise the Common up to the pavement.

Cllrs discussed the proposal and plan that had been hand drawn (not to scale) and in principle are happy to look at this option.

**ACTION:** Clerk to arrange meeting with organisers, herself and grounds maintenance Contractor.

**9 PANHANDLE**

**To discuss the next phase of the Panhandle Project**

Clerk gave an update of the clearance of this area. The contractor has cleared all the bramble roots and taken out tree stumps so that it is clear of debris. However, this has created a lot of rubbish that needs to be removed. There are two options:

- Use the soil and debris to create a bund around part of the open space. Wild flowers can be seeded in the bund and create a wildlife friendly area. The issue here is that the quality of the material is not very good, lot of stones, greenery. Along with this, it would be putting back materials that we have already removed.
- Have all the debris removed from site by contractor at a cost of approx. £7K which would leave the site completely clear for whatever purpose is agreed.

It was proposed by the Chair and resolved that:

***RPC agree to instruct contractor to clear all the debris from Panhandle at a cost of approx. £7K***

**10 CUMBERLAND GARDEN**

**To update and discuss issue of anti-social behaviour**

There has been a spate of anti-social behaviour, with residents raising their concerns with the Parish Council. These particular incidents have been reported to the Police but there appears to be a lot of messages on Facebook, giving details of anti-social behaviour and the message has to be that these incidents should be reported to 101 or 999 if it's an emergency. After discussion, and having spoken with the PCSO, the actions that we could take are:

- Closing the gates at night
- Install motion sensors
- Install CCTV
- Meeting with the Police to find out what else can be done

It was felt that the most effective solution would be to close the gates.

**ACTION:** Clerk to obtain quotes for gates to be locked each night

**11 MATTERS TO REPORT**

**Dead tree** – Clerk reported that a silver birch tree outside the Museum has had to be removed along with stump. This is because honey fungus was growing from it's base. This is harmful to plants and trees as it gets into the root system and kills the tree.

A tree along the Avenue has also had to be cut down as it had died – it was probably self-set at some point.

**12 DATE AND TIME OF NEXT MEETING**

The next meeting date is Thursday, 2<sup>nd</sup> January 2024 at 7.30pm, in the Conference Room at Redbourn Parish Centre.

The meeting closed at 9.10pm

Chair ..... Date .....

## Detailed Income &amp; Expenditure by Budget Heading 01/12/2024

Month No: 9

## Cost Centre Report

	Actual Current Mth	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
<b>480 Commons &amp; Open Spaces</b>								
4595 Cumberland Garden	0	1,200	0	(1,200)		(1,200)	0.0%	
4700 Trees/Hedges	0	481	0	(481)		(481)	0.0%	481
4701 Major Tree Works	0	2,250	2,000	(250)		(250)	112.5%	
4705 Hanging Baskets & Bed Watering	0	2,500	2,500	0		0	100.0%	
4720 Skip Hire	0	158	450	292		292	35.2%	
4721 Skip Hire - St Marys	0	1,126	1,500	374		374	75.0%	
4722 Panhandle maintenance	68	668	2,000	1,332		1,332	33.4%	
4731 Moor Interpretation Board	0	0	1,500	1,500		1,500	0.0%	
4767 Cumberland Garden Maintenance	240	240	2,000	1,760		1,760	12.0%	
4768 Cumberland Gdn Electricity	0	99	500	401		401	19.8%	
4786 General Maintenance-Materials	15	1,627	3,000	1,373		1,373	54.2%	
4794 Play Area Inspections	140	1,500	2,544	1,044		1,044	59.0%	
4795 Play Area Repairs & Maint.	133	1,050	3,000	1,950		1,950	35.0%	
4797 Clock Maintenance	0	108	1,200	1,092		1,092	9.0%	
4801 Memorial Benches	0	1,365	2,760	1,395		1,395	49.5%	
4802 Other furniture	0	1,300	0	(1,300)		(1,300)	0.0%	
4805 Commons Miscellaneous	0	171	1,500	1,329		1,329	11.4%	
4806 Car Park Repairs	0	32	1,000	968		968	3.2%	
4809 Christmas Lights	1,913	5,713	1,500	(4,213)		(4,213)	380.8%	
4810 Storage yard	125	875	1,300	425		425	67.3%	
4811 War Memorial	0	247	800	553		553	30.9%	
4813 Flamsteadbury Lane Rent	0	260	260	0		0	100.0%	
4852 GM Grass Maintenance	239	18,323	24,500	6,177		6,177	74.8%	
4853 GM Garden Maintenance	161	2,279	2,470	191		191	92.3%	
4854 GM Trees	0	548	2,200	1,652		1,652	24.9%	
4855 GM Litter picking	660	5,610	11,400	5,790		5,790	49.2%	
4856 GM Flytipping	0	0	300	300		300	0.0%	
4857 GM Litter bins	160	3,505	4,500	995		995	77.9%	
4858 GM Hard surface maintenance	0	160	600	440		440	26.7%	
4859 GM Hedges and boundaries	0	1,509	2,815	1,306		1,306	53.6%	
4860 GM Salt spreading	0	0	256	256		256	0.0%	
4861 GM Leaf collection	500	1,561	3,000	1,439		1,439	52.0%	
4862 GM General Maintenance	1,391	2,985	4,100	1,115		1,115	72.8%	
4863 GH General Hours	0	959	4,400	3,441		3,441	21.8%	
4864 GM Additonal works	0	0	500	500		500	0.0%	
4865 Wild about Redbourn	0	278	0	(278)		(278)	0.0%	150
<b>Commons &amp; Open Spaces :- Indirect Expenditure</b>	<b>5,744</b>	<b>60,685</b>	<b>92,355</b>	<b>31,670</b>	<b>0</b>	<b>31,670</b>	<b>65.7%</b>	<b>631</b>
<b>Net Expenditure</b>	<b>(5,744)</b>	<b>(60,685)</b>	<b>(92,355)</b>	<b>(31,670)</b>				
6000 plus Transfer from EMR	0	631						
<b>Movement to/(from) Gen Reserve</b>	<b>(5,744)</b>	<b>(60,054)</b>						

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## Detailed Income &amp; Expenditure by Budget Heading 01/12/2024

Month No: 9

## Cost Centre Report

	Actual Current Mth	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
Grand Totals:- Income	0	0	0	0			0.0%	
Expenditure	5,744	60,685	92,355	31,670	0	31,670	65.7%	
<b>Net Income over Expenditure</b>	<u>(5,744)</u>	<u>(60,685)</u>	<u>(92,355)</u>	<u>(31,670)</u>				
plus Transfer from EMR	0	631						
<b>Movement to/(from) Gen Reserve</b>	<u>(5,744)</u>	<u>(60,054)</u>						



## REDBOURN PARISH COUNCIL

Redbourn Parish Centre, The Park,  
Redbourn, Hertfordshire, AL3 7LR  
Telephone No: 01582 794832 /07436 549584  
e-mail: [clerk@redbourn-pc.gov.uk](mailto:clerk@redbourn-pc.gov.uk)



### APPLICATION FOR THE USE OF LAND FOR SPECIAL EVENTS

<b>Nature of Event</b>	Redbourn Festival – a ‘Village Fete’ on the common, with community attractions on the Saturday, music on the Saturday evening, and the Fete du Velo on the Sunday. The latter including British Cycling approved road races on closed roads around the common.
<b>Site &amp; Location</b>	Area surrounded by The Common, North Common, Lybury Lane and The Common and to the north of the tree lined pathway.
<b>Date of Event</b>	<b>5<sup>th</sup> &amp; 6<sup>th</sup> July 2025</b>
<b>Period of Hire</b>	<b>2 days</b>
<b>Organising Body</b>	Active in Redbourn / Verulam Cycling Club / RPC
<b>Contact Name</b>	
<b>Contact Numbers (Day)</b>	
<b>Contact Number (Evening)</b>	
<b>Contact Email</b>	

#### DEFINITIONS:

“The Site” is the area of land being applied for which belongs to or is the responsibility of REDBOURN PARISH COUNCIL.

“The Event” is the activity for which the site is required.

“The Hirer” is the person or organisation making the application to use the site, irrespective of whether a fee is charged.

“The Period of Hire” is the total length of time for which the site is required, irrespective of the duration of the event.

#### CONDITIONS:

1. The Hirer hereby indemnifies REDBOURN PARISH COUNCIL and St Albans City and District Council, jointly and severally, against all actions, costs, proceedings, claims and demands arising out of any negligent act, error or omission of the hirer, its agents or contractors, resulting in loss of damage to property, injury or illness to persons, in connection with the Hirer’s use of the site. The Hirer is responsible for all aspects of safety during the period of hire and must ensure that all current legislation is adhered to. **A period of twenty eight days’ notice must be given of an intention to hire prior to the commencement of the operating period.**
2. The Hirer hereby undertakes to arrange Public Liability Insurance cover for their event (minimum level £5 million). Failure to obtain this invalidates the hiring agreement. The Hirer must hold a current



certificate of worthiness for any fairground type rides used and they must also obtain any licences applicable, e.g. entertainment, alcohol, etc. The Hirer shall provide REDBOURN PARISH COUNCIL with full documentary evidence of such insurance cover and certification.

3. The site must be kept clean and tidy during the event and handed back in like condition. The Hirer hereby agrees to pay the cost of any repairs and reinstatement work necessary as a result of their use of the site. The Hirer is responsible for the removal of all rubbish, signage and markings from the site immediately after the event.
4. Each hirer will be permitted to enter the site on the day before the period of operating in order to set up and will be permitted to remain on the site until noon of the day following the completion of operating in order to de-rig/remove equipment and return the site to its original condition. Permission must be sought if additional/alternative dates and times for set up/de-rig is required and is subject to fees and charges at the discretion of the Council (as per point 8).
5. The erection of advertising banners and fly-posters is permitted only in specific locations and by request. The Hirer will be required to pay the cost of removing any advertising erected without permission. All permitted forms of advertising must be removed immediately after the event.
6. Vehicles are not permitted on grassed areas of the Common, Millennium Site, Panhandle or any other area which belongs to or is the responsibility of REDBOURN PARISH COUNCIL, other than on the site being applied for, unless previously authorised by REDBOURN PARISH COUNCIL, in writing. No vehicles will be permitted on the two wildflower meadow areas of the Common during the growing season. In addition any portions of land being re-seeded must also be left undisturbed. Authorised vehicles must drive no faster than walking pace whilst on the Common.
7. Hirers using Cumberland Gardens must not attach anything to the walls and ensure that there is no damage to planters, borders and the pergola.
8. The Hirer must contact the Police where there is any likelihood of traffic congestion resulting from the event. Consideration should also be given as to whether road closures are required due to the size and nature of the event. Advice to be sought from REDBOURN PARISH COUNCIL in regards to this.
9. During the planning stage consideration should be given regarding the provision of qualified first aiders for the event. Advice to be sought from REDBOURN PARISH COUNCIL in regards to this.
10. All fees and charges are at the discretion of the Council. Fees are based on the size of the event, type of event and length of event, including set-up and de-rig time. Fees are charged per event. Activities on the Common will be charged at a rate to be determined by the Council depending on the type of use.

<b>Event Size</b>	<b>Site/preparation Meeting with Officer allowance (free of charge)</b>	<b>First Event Day (£)</b>	<b>Subsequent Event days (£)</b>	<b>Setup/De-rig days (£)</b>
Small	1	100.00	50.00	25.00
Medium	2	200.00	100.00	50.00
Large	2	400.00	200.00	100.00
Major	Negotiable	Negotiable	Negotiable	Negotiable

11. For events where a hire fee is charged by REDBOURN PARISH COUNCIL, the sum requested must be paid in full, in advance, and an official receipt obtained. Cheques should be made payable to REDBOURN PARISH COUNCIL.
12. Existing access to the site must not be restricted in any way, nor may it be charged for by the Hirer.

13. The Hirer must provide REDBOURN PARISH COUNCIL with a complete list of the activities proposed as part of the event at least two weeks prior to the event. REDBOURN PARISH COUNCIL reserves the right to refuse permission for certain activities, at its sole discretion. The Hirer will bear the cost of cancelling any performance or activity, which is refused permission.
14. If permission is granted, please consider making a donation to REDBOURN PARISH COUNCIL for ongoing maintenance and upkeep of the Common.
15. Use of the site is subject to weather conditions being suitable as decided by REDBOURN PARISH COUNCIL.
16. What benefit will there be to Redbourn Residents for holding your event on the Common?

Redbourn Christmas Market is a community event run for the benefit of the community and is run as a not for profit event with the aim to use any profit to fund new festive lighting to display in the village

**ACCEPTANCE OF CONDITIONS:**

I am the Hirer or a duly authorised Agent of the Hirer. I have read these conditions, accept them and agree to abide by them.

**Signed:**

**Date: 12/12/2024**

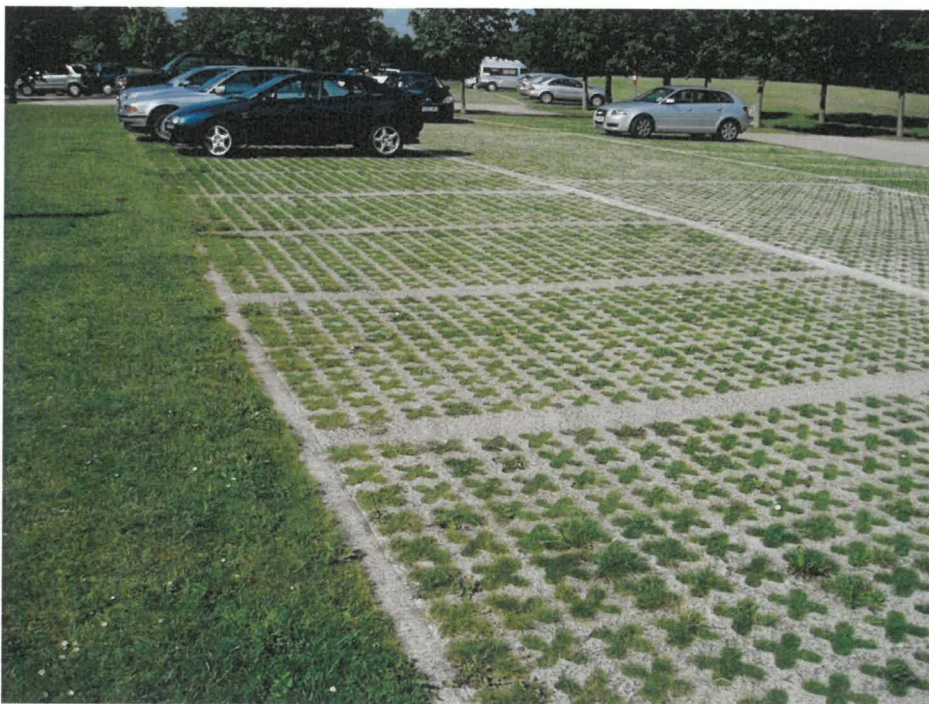
Please note that the issue of this form does **NOT** constitute an acceptance of the Hirer's application to use the site. One copy of this form should be completed and returned to REDBOURN PARISH COUNCIL, Redbourn Parish Centre, The Park, Redbourn, Herts AL3 7LR. On receipt of the completed form and the other paperwork requested, REDBOURN PARISH COUNCIL will consider the application and notify the Hirer of their decision.

Images of Tuff Turf. Preformed blocks with a sub base below and then cavities filled with soil and seeded.

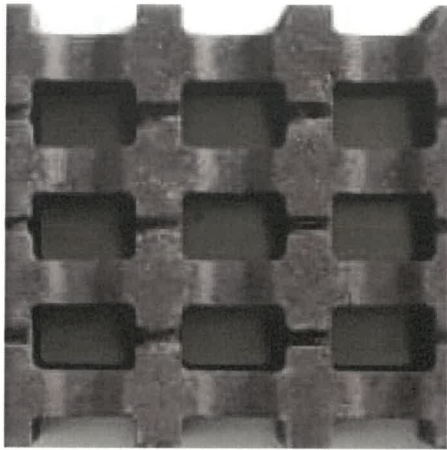




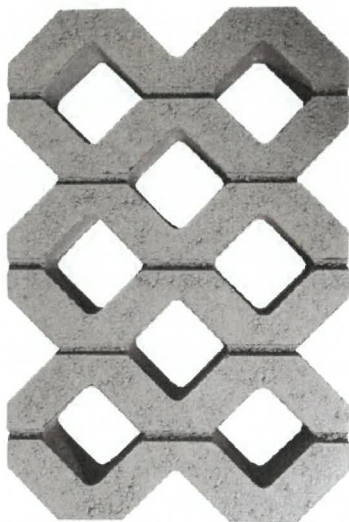
Images of C35. A plastic grid concrete is poured into and then when set the plastic is burned away. The burning bit is probably not great for the environment.



Images of Marshalls Grassguard.



Images of Tobermore Turfstone.



## Memorial Application Form

Please complete this application form in **BLACK** ink and use **BLOCK CAPITALS**

### 1) Applicant Contact Information

Name and address of Applicant: .....  
.....  
.....  
Tel (Home):..... (Work/Mobile).....  
E-mail:.....

### 2) Memorial Information

Please indicate which type of memorial you would like:

Seat  Tree

If other, please give details ..... CANON .....

This memorial would be to remember: (insert name) REVEREND / CHRISTINE FARRINGTON  
who was: (please state relationship i.e. wife, father, grandparent, friend etc) SISTER ; AUNT.

Please indicate the connection the person being remembered had with Redbourn: (i.e. number of years lived here, any community activities etc)

OVER 30 YEARS IN REDBOURN AT SEVERAL ADDRESSES, INCLUDING THE COMMON ASSISTING AT ST. MARY'S CHURCH; SPENDING TIME AT VARIOUS CULTURAL ACTIVITIES; MEMBER OF THE LIBRARY. (For further information please contact keeley Poulton at 14 Woodlans, Vauxhall Road)

Would you like a plaque (please circle) Yes / -No

Please confirm the wording you like displayed on the plaque:

In fond memory of the Reverend / Christine Farrington who loved Redbourn. Beloved Sister, Aunt and Friend. Planted by her family in 2025

In which of Redbourn Parish Council's owned/managed land would you like to site your memorial item? Please explain why this is the preferred site for the memorial. Please also enclose/attach any other maps, photos, drawings etc. to clarify the location.

PREFERABLY ON THE COMMON AS CHRISTINE'S HOUSE OVERLOOKED THE CHILDREN'S PLAY AREA ETC.

### 3) Commons Committee meeting dates

Memorial application forms will be considered at the Commons Committee whose meetings are held on the first Thursday bimonthly (except August). Please ensure that you return this application form 2 weeks beforehand in order that your application is added onto the Agenda.

### 4) Return Address

Please return this form to: Redbourn Parish Council, Parish Centre, The Park, Redbourn AL3 7LR

Memorial Application Form  
July 2023





**KSB Law**

Dated

*21 APRIL*

2003

**REDBOURN PARISH COUNCIL**

and

**Trustees of Redbourn Cricket Club  
ROBERT HILLIER, GEOFFREY PAUL BARTLETT  
&  
GARY JOHN BARTLETT**

**LEASE**

of

**Cricket Ground North Common Road Redbourn**



By way of consent of the Secretary of State under section 22(1) of the Commons Act 1899 and section 127 of the Local Government Act 1972

THIS LEASE is made the *21* day of *APRIL* 2003 BETWEEN THE PARISH COUNCIL OF REDBOURN of Village Hall, 63 High Street, Redbourn, Hertfordshire, AL3 7LW ("the Council") of the one part and ROBERT HILLIER of 14 Box Hill Hemel Hempstead in the said County of Herts GEOFFREY PAUL BARTLETT of 20 Stephens Way Redbourn aforesaid and GARY JOHN BARTLETT of 29 Wheatlock Mead aforesaid The Trustees for the time being of Redbourn Cricket Club of North Common Road, Redbourn ("the Trustees") of the other part

WITNESSETH:

1. IN CONSIDERATION of the rent and covenants by the Trustees hereinafter reserved and contained the Council HEREBY DEMISES to the Trustees ALL THAT piece or parcel of Land ("the Land") forming the cricket ground immediately south of the junction of Lybury Lane and North Common Road Redbourn aforesaid containing an area of approximately 3.5 acres which said Land for the purpose of identification only is edged red on the plan annexed hereto together with the cricket pavilion built thereon ("the demised premises") SUBJECT TO all commonable and other rights of any person or persons over the Land TO HOLD the same unto the Trustees for the term of twenty eight years from the eighth day of March one thousand nine hundred and ninety six PAYING THEREFORE during the tenancy a yearly rent of one pound in advance on the Twenty fifth day of March in each year
2. THE Trustees for themselves and their successors in title HEREBY JOINTLY AND SEVERALLY COVENANT with the Council to observe and perform the provisions and stipulations contained in the Schedule hereto
3. THE Council HEREBY COVENANTS with the Trustees and the Trustees observing and performing the provisions and stipulations contained in the Schedule hereto shall peaceably hold and enjoy the Demised Premises during the said term without any interruption by the Council or any person rightly claiming under or in trust for it
4. PROVIDED ALWAYS AND IS AGREED as follows
  - (1) 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 any breach of any stipulation or provision contained in the Schedule hereto or if Redbourn Cricket 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 Councils rights and remedies in respect of any such breach

(2) Any notice required to be given to the Trustees shall be duly served if sent by post in a pre-paid letter addressed to them at their last known address and any notice to the Council shall be duly served if sent by post in a pre-paid letter addressed to the Clerk of Redbourn Council at the parish council offices for the time being

and any such notice shall be deemed to have been received on the day on which it ought in normal course to have been delivered

5. This lease has not been preceded by an agreement for lease comprising the premises hereby demised EXECUTED as a Deed by the parties hereto the day and year first before written

**The Schedule Above Referred To**

**Obligations of the Trustees**

1. To pay the reserved rent at the time and in manner aforesaid
2. To discharge all existing and future rates taxes assessments and outgoings whatsoever imposed or payable by the owner or occupier of the Land in respect thereof
3. To maintain the Demised Premises in good condition and to keep any building or other structure standing on it at the date hereof or thereafter during the tenancy placed thereon in good and tenable repair and good decorative order
4. (a) To renew repair and maintain all walls fences hedges and gates surrounding the Demised Premises and keep the cricket ground in a clean and tidy condition when using it for practice or matches and to leave it clean and tidy after each such use  
(b) To cut the grass on the land at reasonable intervals
5. (a) Not to erect any building or other structure on the Land during the tenancy except the pavilion already existing without the written consent of the Council  
  
(b) Not without the Landlords previous consent in writing to cut down or injure any trees plants or hedges or remove any soil clay sand or other material from the land or any of the Landlords adjoining or neighbouring property
6. To use the Demised Premises as a private cricket club ground and for no other purpose whatsoever
7. Not to permit any other sport to be played on the Demised Premises nor to permit any other club to use the Land without the written consent of the Council

8. To make available for public use when cricket matches are in progress on the Demised Premises any lavatories situated in the pavilion on the Demised Premises
9. Not to assign underlet or part with possession of the Demised Premises or any part thereof except for the purpose of vesting the term created by the within written Lease in a new trustee or Trustees for the time being of the club
10. To maintain a policy or policies of insurance with an insurance company of repute in the sum of Five million pounds at least in respect of third party claims which may arise by reason of the user of the Demised Premises and to pay all premiums when due and to produce the policy or policies to the Council together with current premium receipts whenever the Council may reasonably require this
11. To indemnify the Council against all damage occasioned to the Demised Premises or any adjacent or neighbouring premises or to any persons caused by any act fault or negligence on the part of the Trustees or the servants or agents contractors licensees or invitees of the Trustees
12. To use their best endeavours to ensure that cricket balls are not hit in a manner likely to cause danger damage or annoyance to the Council or to any third parties adjoining or neighbouring premises or to other persons who have the right to enjoy the facilities of the common of which the Demised Premises forms part
13. To permit the Council and others authorized by the Council at all reasonable times during the term (upon notice and during normal working hours except in case of emergency) to enter the Demised Premises:-
  - (i) To examine its state and condition
  - (ii) To take schedules or inventories of all fixtures and fittings belonging to the term
  - (iii) To execute any repairs decorations or other work upon the Demised Premises or to any adjoining or neighbouring Land or premises
13. If as a result of any inspection or otherwise the Council becomes aware of any breach of covenant by the Trustees under this Lease the Council may give notice in writing thereof to the Trustees and within two months after every such notice or sooner if required the Trustees shall commence to remedy such breach of covenant in accordance with such notice and the covenants contained in this Lease to the reasonable satisfaction of the Council and if the Trustees shall fail within the period of two months of such notice or immediately in case of



emergency to commence and diligently and expeditiously continue to comply with such notice or if the Trustees shall at any time make default in the performance of any of the covenants contained in this Lease for or relating to the repair or maintenance of the Land then (without prejudice to the right of re-entry and forfeiture hereinafter contained) the Council may enter upon the Land and carry out or cause to be carried out all or any of the works referred to in any such notice or remedy the default of the Trustees and in such circumstances the Council shall be under no liability to make good any damage whatsoever and all costs of such works and all expenses incurred in remedying such defaults in each case shall be paid by the Trustees to the Council on written demand

- 14. To pay the proper and reasonable expenses (including legal surveyors and other professional costs and fees on an indemnity basis) incurred by the Council of or incidental to the preparation and/or service of a notice under section 146 of the Law and Property Act 1925 or any proceedings (or in contemplation of proceedings) under sections 146 or 147 of that Act notwithstanding in any such case forfeiture be avoided otherwise than relief granted by the court
- 15. To yield up the Land at the termination of the term in a condition consistent with the foregoing provisions and to remove at the expiry of the tenancy if the Council so requires any buildings erected before or during the tenancy making good any damage caused by the said removal

Signed as a Deed )  
 By REDBOURN PARISH COUNCIL )  
 Pursuant to a Resolution dated )  
 Day of )  
 In the presence of:- )

CHAIRMAN

VICE CHAIRMAN

*[Signature]*  
 CALVIN O'DONOVAN  
 7 VULFRICHOVE  
 P. Schofield  
 PATRICIA SCHOFIELD  
 82 TIRE PARK

Mrs. K.M. Semain  
 53 Hemel Hempstead Rd  
 Rej Bourne  
 Herts  
 AL3 7NL

**LR1. Date of lease**

**LR2. Title number(s)**

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

**LR2.2 Other title numbers**

**LR3. Parties to this lease**

**Landlord**

REDBOURN PARISH COUNCIL OF REDBOURN PARISH CENTRE, THE PARK,  
REDBOURN AL3 7LR

**Tenant**

[Robert Hillier of 14 Box Hill, Hemel Hempstead HP2 5YR, Geoffrey Paul Bartlett of 20 Stephens Way, Redbourn AL3 7DZ and Gary John Bartlett of 29 Wheatlock Mead, Redbourn AL3 7HS as trustees of REDBOURN CRICKET CLUB](#), of ~~[insert address]~~.

**LR4. Property**

**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.**

See the definition of "Demised Premises" in [Clause 1.1](#) of this lease and Clause 1 of the **Previous Lease**.

The Property is let without the benefit of any existing easements or other rights which are appurtenant to the whole or any part of [Redbourn, Common, Redbourn, Herts as more particularly described in a conveyance dated 9<sup>th</sup> January 1948 between \(1\) The Right Honourable James. Walter 4<sup>th</sup> Earl of Verulam and the Honourable James Brebazon Grimston common called Baron Forrester to Redbourn Parish Council](#). ~~[Insert property description of freehold title]~~.

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**LR5. Prescribed statements etc.**

**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.**

None.

**LR5.2 This lease is made under, or by reference to, provisions of:**

None.

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

The term specified in the definition of "Contractual Term" in [Clause 1.1](#) of this lease.

**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**

N/A.

This lease is dated [DATE]

## PARTIES

- (1) REDBOURN PARISH COUNCIL of Redbourn Parish Centre, The Park, Redbourn AL3 7LR (**Landlord**)
- (2) REDBOURN CRICKET CLUB of [insert address] (**Tenant**)

## BACKGROUND

- (A) The Landlord is the freehold owner of the Property.
- (B) The Landlord has agreed to grant a new lease of the Property to the Tenant on the terms set out in this lease.

## Agreed Terms

### 1. Interpretation

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

#### 1.1 Definitions:

**Annual Rent:** rent at a rate of £ per annum.

**Commented [YF1]:** This definition is optional and can be deleted if the rent is to stay the same.

**Common:** the freehold title known as [insert details as per title deeds]

**Contractual Term:** a term of years from and including [DATE] to and including [DATE].

**Commented [YF2]:** Please insert or let me know the length of the term.

**Footpath:** the area coloured blue on Plan 2.

**Previous Lease:** the lease of the Property dated 21<sup>st</sup> April 2003 [DATE] and made between (1) the Landlord and (2) the Tenant (a certified copy of which is annexed to this lease at Annex A).

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**Previous Lease Annual Rent:** the annual rent reserved by the Previous Lease as set out in Clause 1 of the Previous Lease.

**Commented [YF3]:** I await a coloured copy of the Council's signed part of the lease with the plan.

**Existing Lease Contractual Term:** the contractual term for which the Existing Lease was granted as set out Clause 1 of the Previous Lease.

**Incorporated Terms:** all of the provisions of the Existing Lease (as varied by this lease).

**Landlord's Covenants:** the obligations in this lease, which include the obligations contained in the Incorporated Terms, to be performed and observed by the Landlord.



**LTA 1954:** Landlord and Tenant Act 1954.

**Patio:** the area hatched green on Plan 2.

**Pavilion:** the area marked the "Pavilion" on Plan 2.

**Plan:** the plan annexed to the Previous Lease.

**Plan 2:** the plan annexed to this lease at Annex B.

**Property:** ~~the property known as~~ all that piece or parcel of land forming the cricket ground immediately south of the junction of Lybury Land and North Common Road, Redbourn aforesaid containing an area of approximately 3.5 acres which said land for the purposes of identification only is edged red on the Plan together with the cricket club pavilion built thereon and as described in Clause 1 of the Previous Lease.

**Tenant's Covenants:** the obligations in this **lease**, which include the obligations contained in the Incorporated Terms, to be performed and observed by the Tenant.

1.2 For the purposes of this **lease** only, if there is an inconsistency between any of the provisions of this **lease** and the provisions of the Existing **Lease**, the provisions of this **lease** shall prevail.

1.3 For the purposes of this **lease** only, **references** to the "Landlord" and "Tenant" in the **Previous Lease** shall be read as **references** to the Landlord and] Tenant in this **lease**.

## 2. Grant

2.1 The Landlord lets the Property to the Tenant:

- (a) for the Contractual Term;
- (b) with full title guarantee;
- (c) on the terms of this **lease** which include the Incorporated Terms as if they were set out in full in this **lease**; and
- (d) with the Tenant paying as rent to the Landlord the sums reserved as rent in the Incorporated Terms at the times and in the manner set out in the Incorporated Terms.

## 3. Tenant's Covenants

The Tenant covenants with the Landlord to comply with the Tenant's Covenants.

## 4. Landlord's Covenants

The Landlord covenants with the Tenant to comply with the Landlord's Covenants.

## 5. The Previous Lease

For the purposes of this **lease** only, the provisions of the Previous **Lease** shall be varied as set out in Schedule 1 and this **lease** shall be read and construed accordingly.

## **6. Exclusion of sections 24-28 of the LTA 1954**

**Commented [YF4]:** This clause is optional and can be deleted if you wish for the tenant to have an automatic right of renewal at the end of the term of the lease.

### **6.1 The parties:**

(a) confirm that:

- (i) the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy created by this **lease**, not less than 14 days before this **lease** was entered into;
- (ii) the Tenant made a statutory declaration dated [DATE] in accordance with the requirements of section 38A(3)(b) of the LTA 1954; and
- (iii) there is no agreement for **lease** to which this **lease** gives effect; and

(b) agree that the provisions of sections 24 to 28 of the LTA 1954 are excluded in relation to the tenancy created by this **lease**.

## **7. Registration of this lease**

The Tenant shall:

- (a) apply to register this **lease** at HM Land Registry promptly and in any event within one month following the grant of this **lease**;
- (b) ensure that any requisitions raised by HM Land Registry in connection with its application to register this **lease** at HM Land Registry are responded to promptly and properly; and
- (c) send the Landlord official copies of its title within one month of completion of the registration.

## **8. Closure of registered title**

8.1 The Tenant shall make an application to HM Land Registry to close the registered title of this **lease** promptly [(and in any event within one month following the date on which this **lease** ends (however it ends)).

8.2 The Tenant shall:

- (a) ensure that any requisitions raised by HM Land Registry in connection with its application to HM Land Registry pursuant to Clause 8.1 are responded to promptly and properly; and
- (b) keep the Landlord informed of the progress and completion of that application.

## **9. Section 62 of the Law of Property Act 1925, implied rights and existing appurtenant rights**

The grant of this **lease** does not create by implication any easements or other rights for the benefit of the Property or the Tenant and the operation of section 62 of the Law of Property Act 1925 is excluded.

#### **10. Entire agreement**

10.1 This **lease** and the documents annexed to it constitute the whole agreement between the parties and supersede all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to their subject matter.

10.2 Each party acknowledges that in entering into this **lease** it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently).

10.3 Nothing in this **lease** constitutes or shall constitute a representation or warranty that the Property may lawfully be used for any purpose allowed by this **lease**.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

## SCHEDULE 1

### Variations to the Existing Lease

#### 1. Replacement of clauses

For the purposes of this lease only, the provisions of the Existing Lease shall be varied as follows:

1.1 Clause 6 of the Previous lease shall be deleted and replaced by the following clause:

“6. The Tenant shall only use the Demised Premises as a private cricket club ground and for no other purpose whatsoever save that the Tenant is permitted to use the Pavilion as a café.”

#### 2. Addition of new clause

For the purposes of this lease only, the provisions of the Existing Lease shall be varied by adding the following clauses to the Existing Lease as new clauses 16 and 17:

“16. The Tenant must keep the Patio and Footpath in good repair and condition at all times and at their own cost.

17. The Tenant, and those authorised by them, has a right of way over the Common for access to and from the Property. The Tenant must make good any damage caused to the Common by them or those authorised by them in the exercise of this right to the Landlord’s reasonable satisfaction at their own cost.”

**Commented [YF5]:** If you would like to limit this right to a specific accessway, please let me know.

Executed as a Deed by Redbourn Parish Council  
acting by two councillors:

.....  
Councillor

.....  
Councillor

.....  
Clerk

~~Executed as a Deed by Redbourn Cricket Club  
acting by [directors] [a directors and its secretary]~~

.....  
Director

.....  
[Director] [Secretary]

Signed as a Deed by Robert Hillier .....

In the presence of:

Witness Signature: .....

Witness Name: .....

Witness Address: .....

.....

Signed as a Deed by Geoffrey Paul Bartlett .....

In the presence of:

Witness Signature: .....

Witness Name: .....

Witness Address: .....

.....

Signed as a Deed by Gary John Bartlett .....

In the presence of:

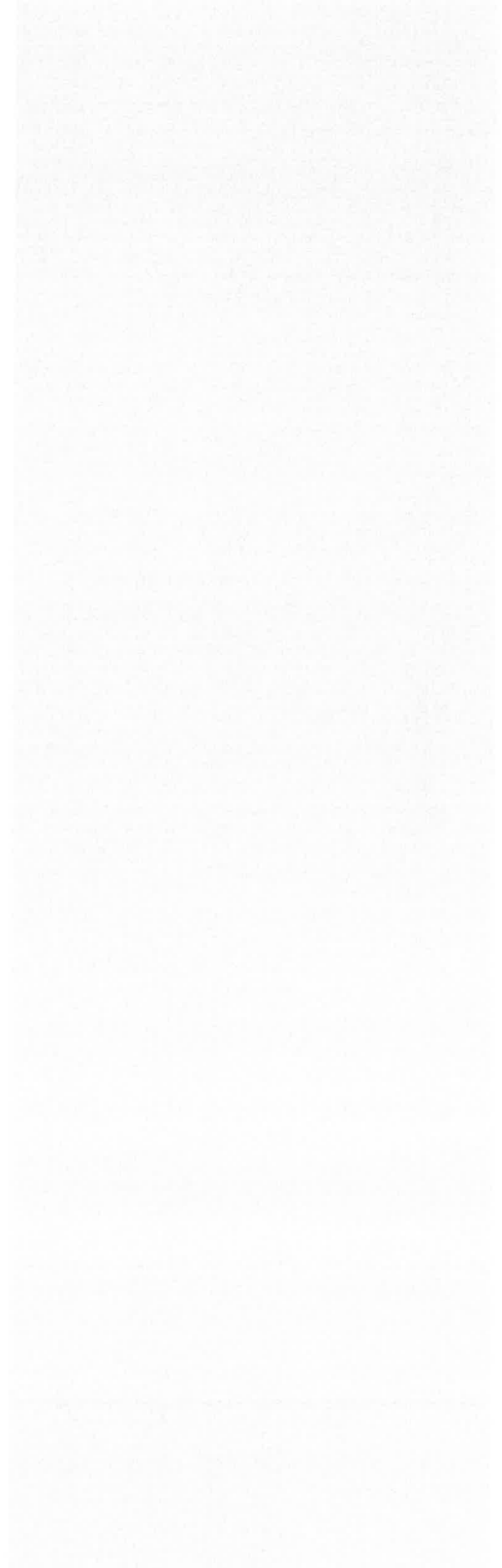
Witness Signature: .....

Witness Name: .....

Witness Address: .....

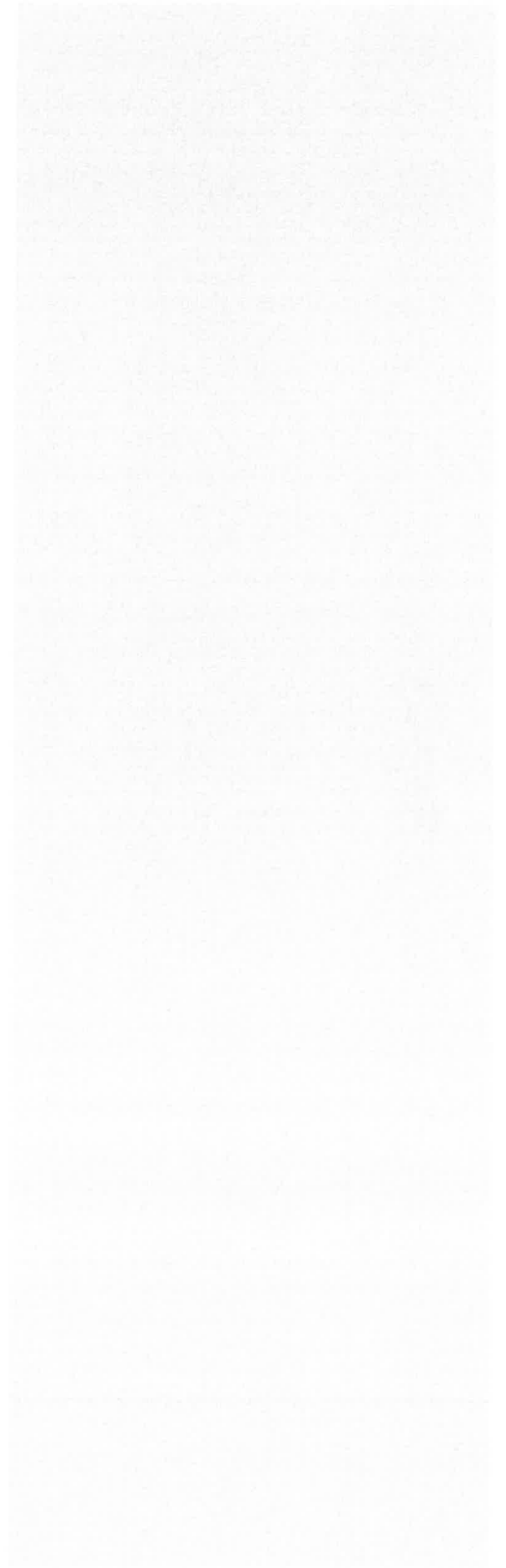
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**ANNEX A – Certified copy of the Previous Lease**





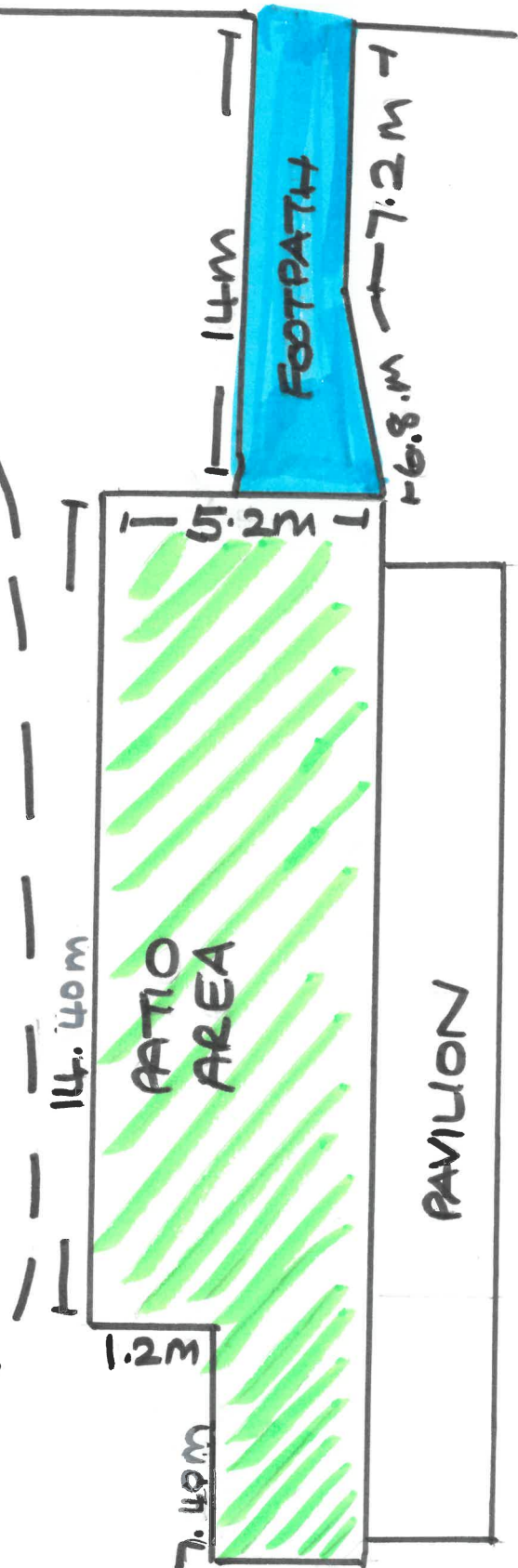
**ANNEX B – Plan 2**

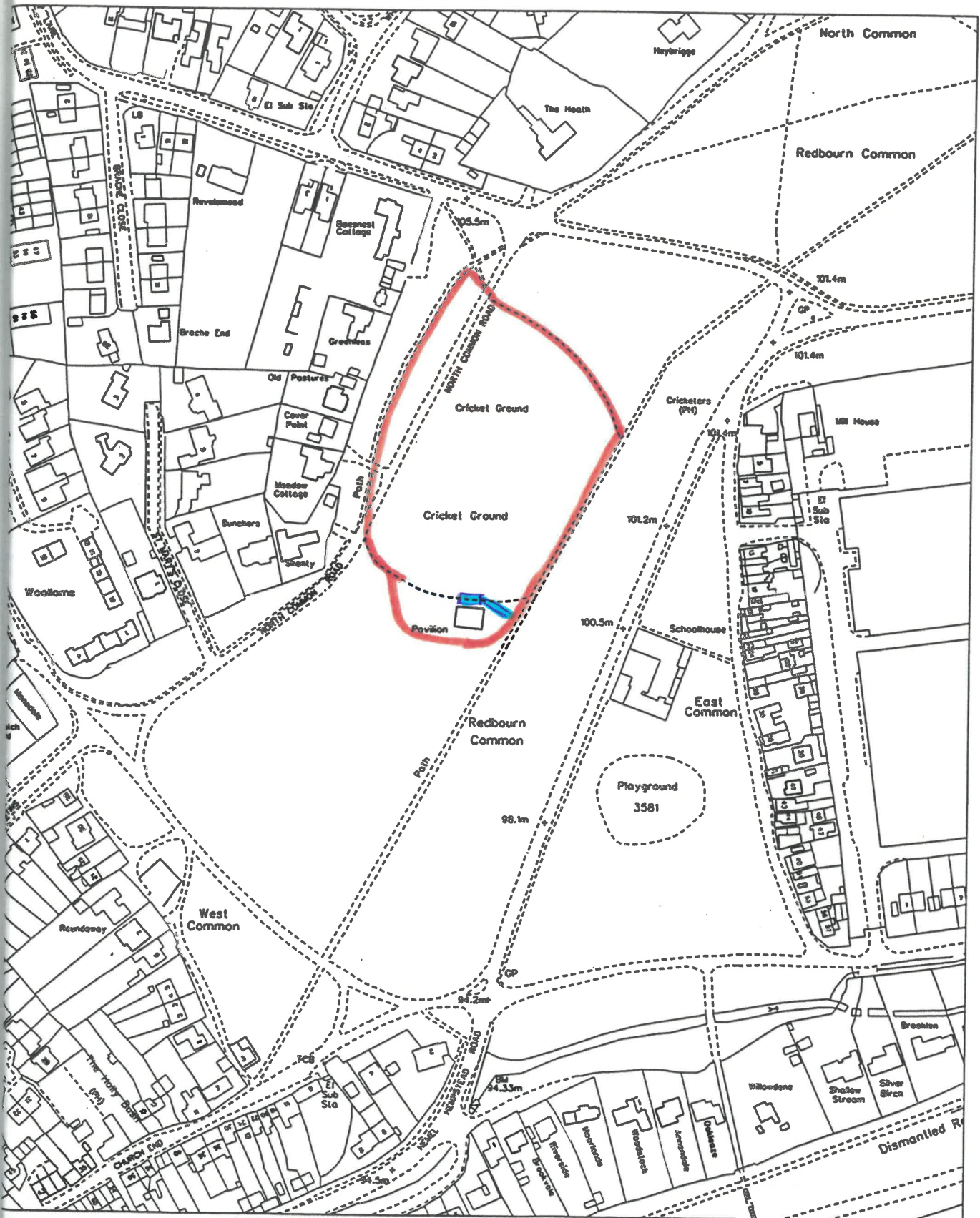


CAR PARK

THE AVENUE

CRICKET  
PITCH.





**TITLE** Redbourn Cricket Club

**REF No.** **SCALE** 1: 2500

**DRAWN** **DATE** 08/01/98 **PLAN NO.**

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