

Dated

20[]

1 THE NATIONAL RIFLE ASSOCIATION

2 [TENANT]

Agreement for Lease

Relating To: Serviced Caravan Pitch [NO.],
Wharnccliffe Site, Bisley, Woking, Surrey

Guildford Office
The Oriel
Sydenham Road
Guildford GU1 3SR

T (+44) 01483 543210
F (+44) 01483 464260

www.moorebarlow.com

moore
barlow

TABLE OF CONTENTS

1.	Interpretation	3
2.	Condition precedent	5
3.	Agreement for lease	5
4.	Conditions	5
5.	Lease Term and Caravan	6
6.	Insurance	6
7.	Lease Payments	6
8.	Deducing title	6
9.	Vacant possession	7
10.	Title guarantee	7
11.	Matters affecting the Property	7
12.	Termination on Tenant's insolvency.....	7
13.	Consequences of termination	7
14.	Completion of grant of the Lease	8
15.	Registration	8
16.	Entire agreement.....	8
17.	Governing law	9
18.	Jurisdiction	9
19.	Charities Act 2011	9
	Appendix A	10

THIS AGREEMENT IS DATED

[DATE]

PARTIES

- (1) NATIONAL RIFLE ASSOCIATION incorporated by Royal Charter 1890 of Bisley Camp, Brookwood, Woking, Surrey GU24 OPB and a registered charity (with registered charity number 219858) (the **Landlord**);
- (2) [INDIVIDUAL NAME] of [INDIVIDUAL ADDRESS] (the **Tenant**).

AGREED TERMS

1. INTERPRETATION

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

1.1 Definitions:

Annual Rent	The initial rent defined under clause 1.1 of the Lease.
Commencement Date	[DATE] (or such earlier date as may be agreed in writing by the parties).
Conditions	the Standard Conditions of Sale (Fifth Edition - 2018 Revision) and Condition means any one of them.
Conditions Precedent	the conditions set out in 2.2.
Contract Rate	4% per annum above the base rate from time to time of Barclays Bank PLC
Estate	the land and premises at Wharnccliffe Site, Bisley, and the buildings to be constructed thereon shown edged in [blue] on the Estate Plan including any variations or amendments that may be made which do not materially reduce the amenity to the Tenant.
Estate Plan	the "Site Plan" as defined by the Lease.
Event of Default	means: <ul style="list-style-type: none">(a) the making of an application for a bankruptcy order, the presentation of a bankruptcy petition or the making of a bankruptcy order against the Tenant and includes any event that occurs or proceeding that is taken with respect to the Tenant in any jurisdiction to which the Tenant is subject that has an equivalent or similar effect; or(b) the taking of any step in connection with any voluntary arrangement or any other composition or arrangement for the benefit of any creditors of the Tenant.
Landlord's Conveyancer	Moore Barlow LLP, The Oriel, Sydenham Rd, Guildford GU1 3SR (reference: GS/27403/181)
Lease	the lease in the form of the draft at Appendix A for a contractual term of years to be determined in accordance with clause 5.3 of this agreement commencing on (DATE) subject to such (if any) modifications as may be reasonably required by the Landlord and approved by the Tenant (such approval not to be unreasonably

withheld or delayed) to reflect the Property and Estate as actually constructed.

Lease Payments £[AMOUNT], being the total of:

1. Five (5) year's Annual Rent; plus
2. the Premium,

payable in accordance with clause 7 of this Agreement.

Plan the "Plan" as defined by the Lease.

Premium £[15,000.00 or 10,000.00]

Property Pitch [] to be known as [ADDRESS OF PROPERTY] forming part of the Estate, shown edged red on Plan subject to any amendments as the Landlord may make (acting reasonably) which do not materially reduce the size of the Property.

Requisite Consents planning permissions, building regulation approvals, by-law approvals, and any other consents, licences and authorisations required from any competent authority, statutory undertaker or person for carrying out the Landlord's Works.

RICS Royal Institution of Chartered Surveyors.

Trustees the trustees of the Landlord from time to time.

VAT value added tax chargeable in the UK.

- 1.2 Clause headings shall not affect the interpretation of this Agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 **Tenant** does not include the Tenant's successors in title.
- 1.7 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8 A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.9 References to clauses and Annexes are to the clauses and Annexes of this Agreement.
- 1.10 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.11 A reference to **this Agreement** or to any other agreement or document referred to in this Agreement is a reference to this Agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this Agreement) from time to time.

- 1.12 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.13 Unless this Agreement otherwise expressly provides, a reference to the **Property** or the **Estate** is to the whole and any part of them.
- 1.14 To the extent that the Conditions are incorporated in this Agreement pursuant to clause 4.1, any references in the Conditions to:
- 1.14.1 "seller" shall mean the Landlord; and
- 1.14.2 "buyer" shall mean the Tenant.
- 1.15 A reference to **writing** or **written** includes fax but not email. A notice or document delivered under this Agreement shall not be validly given or delivered if sent by email and Condition 1.3.3(b) does not apply to this Agreement.

2. **CONDITION PRECEDENT**

- 2.1 Subject to clause 2.2, this Agreement comes into force on the date of this Agreement.
- 2.2 Clause 3.1 and clause 14:
- 2.2.1 are conditional on the approval of the Trustees which shall require receipt by the Landlord of:
- 2.2.1.1 a report produced which complies with the requirements of Section 119 Charities Act 2011;
- 2.2.1.2 consent from Barclays Bank;
- 2.2.1.3 confirmation that the Tenant is a full member of the NRA; and
- 2.2.1.4 a satisfactory credit check of the Tenant.

3. **AGREEMENT FOR LEASE**

- 3.1 In consideration of the Premium, the Landlord shall grant to the Tenant, and the Tenant shall accept from the Landlord, the Lease on the terms of this Agreement.
- 3.2 The Tenant cannot require the Landlord to grant the Lease to any person other than the Tenant. Condition 1.5.2 does not apply to this Agreement.

4. **CONDITIONS**

- 4.1 The Conditions are incorporated in this Agreement so far as they:
- 4.1.1 apply to the grant of a lease;
- 4.1.2 are not inconsistent with the other clauses in this Agreement; and
- 4.1.3 have not been modified or excluded by any of the other clauses in this Agreement.
- 4.2 Condition 1.1.4 does not apply to this Agreement.

4.3 To the extent that the Conditions are incorporated in this Agreement pursuant to clause 4.1, the word "Premium" (as defined in this Agreement) shall be substituted for the words "purchase price" on each occasion that those words appear in the Conditions.

4.4 The terms used in this Agreement have the same meaning when used in the Conditions.

5. **LEASE TERM AND CARAVAN**

5.1 At least 10 working days prior to delivery of the caravan to the Property, the Tenant shall provide the Landlord with the details, including the Vehicle Identification Number of the caravan the Tenant intends to site on the Property.

5.2 The Tenant shall not site the caravan on the Property without the prior consent of the Landlord and no consent will be given to a caravan which is more than 15 years old at the Commencement Date or it is not suitable in all respects in relation to the size and nature of the Property.

5.3 The parties agree that the contractual term of the lease will be 20 years less the age of the caravan which the Tenant has first notified to the Landlord in accordance with clause 7.1 and shall begin on the Commencement Date. The parties agree that the age of the caravan will be determined by the Landlord (acting reasonably) by reference to the identification number of the caravan, or other registration details which confirm its age.

5.4 The Tenant agrees to site the caravan at the Property within 18 months of the Commencement Date.

6. **INSURANCE**

6.1 The Property is at the Landlord's risk until completion of the Lease.

6.2 The Landlord shall not be required to supply particulars of any insurance that it may have arranged and neither the Tenant nor its lender (if any) shall be entitled to have its (or their) interests noted on the policy or to raise any objection or requisition regarding such insurance.

7. **LEASE PAYMENTS**

7.1 The Tenant shall pay the Lease Payments in the following instalment to the Landlord:

7.1.1 [amount] payable prior to the date of this Agreement; or in such other proportions and on such other dates as the Landlord may notify to the Tenant.

7.2 Conditions 2.2.1, 2.2.5 and 2.2.6 do not apply to this Agreement.

7.3 Any amounts payable pursuant to clause 10.1 except in accordance with clause 16.2 shall not be refundable to the Tenant under any circumstances.

8. **DEDUCING TITLE**

8.1 The Landlord's title to the Property has been deduced to the Tenant before the date of this Agreement.

8.2 The Tenant is deemed to have full knowledge of the title and is not entitled to raise any objection, enquiry or requisition in relation to it except in relation to matters arising out of the Tenant's pre-completion searches at the Land Registry.

8.3 Condition 4.1 does not apply to this Agreement.

9. **VACANT POSSESSION**

The Landlord shall give the Tenant vacant possession of the Property on completion of the grant of the Lease.

10. **TITLE GUARANTEE**

10.1 The Landlord shall grant the Lease with limited title guarantee.

10.2 Condition 4.6.2 does not apply to this Agreement.

11. **MATTERS AFFECTING THE PROPERTY**

11.1 The Landlord will grant the Lease free from incumbrances other than those mentioned in clause 11.2.

11.2 The Landlord will grant the Lease subject to the following incumbrances:

11.2.1 any matters discoverable by inspection of the Property before the date of this Agreement;

11.2.2 any matters which the Landlord does not and could not reasonably know about;

11.2.3 those, other than mortgages, which the Tenant knows about;

11.2.4 entries made before the date of this Agreement in any public register except those maintained by the Land Registry or its Land Charges Department or by Companies House (but including those in clause 11.2.5);

11.2.5 the occupational interests contained or referred to in the Charges Register maintained by HM Land Registry under title number SY705110 as at 16 May 2022 at 11:59:59;

11.2.6 public requirements;

11.2.7 all matters contained or referred to in the Lease.

11.3 Conditions 3.1.1, 3.1.2 and 3.1.3 do not apply to this Agreement.

11.4 After the agreement is made, the Landlord is to give the Tenant written details without delay of any new public requirement and of anything in writing which the Landlord learns about concerning a matter covered by clause 11.2.

11.5 The Tenant is deemed to have full knowledge of the matters referred to in clause 11.2 and will not raise any enquiry, objection, requisition or claim in respect of any of them.

12. **TERMINATION ON TENANT'S INSOLVENCY**

If an Event of Default occurs, the Landlord may, at any time prior to grant of the Lease, determine this Agreement by written notice to the Tenant.

13. **CONSEQUENCES OF TERMINATION**

13.1 If the Landlord gives notice to terminate this Agreement under clause 12:

13.1.1 subject to clause 13.1.2, this Agreement shall terminate with immediate effect from the date of the notice to terminate and none of the parties shall have any further rights or obligations under this Agreement save for:

- 13.1.1.1 the rights of any party in respect of any earlier breach of this Agreement; and
- 13.1.1.2 the obligations in the clauses referred to in clause 13.1.2;
- 13.1.2 clause 16.1.1, clause 16.1.3 and clause 16.2 shall continue in force notwithstanding the termination of this Agreement under clause 16.1.1;
- 13.1.3 the Tenant shall immediately cancel all entries relating to this Agreement registered against the Landlord's title.

14. **COMPLETION OF GRANT OF THE LEASE**

- 14.1 Subject to 14.2 completion of the grant of the Lease will take place no later than 18 months after the Commencement Date on such date as the Landlord may determine following satisfaction of the Conditions Precedent.
- 14.2 If by such date as determined under 14.1 the Tenant has not complied with clause 5 in full then the Landlord may either:
 - 14.2.1 complete the lease in accordance with 14.1;
 - 14.2.2 terminate this agreement immediately; or
 - 14.2.3 delay completion of the grant of the lease until such time as the Landlord may determine.
- 14.3 Condition 1.1.1(c) is amended so that "completion date" means the date calculated under clause 14.1 or 14.2..
- 14.4 Condition 6.4 is amended to add "(d) any other sum which the parties agree under the terms of the contract should be paid or allowed on completion".

15. **REGISTRATION**

The Landlord consents to the entry of an agreed notice against the Landlord's title to the Property at HM Land Registry in order to protect this Agreement.

16. **ENTIRE AGREEMENT**

- 16.1 This Agreement 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.
- 16.2 The Tenant acknowledges that in entering into this Agreement and any documents annexed to it the Tenant does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) other than those:
 - 16.2.1 set out in this Agreement or the documents annexed to it; or
 - 16.2.2 contained in any Written Replies.
- 16.3 Nothing in this clause shall limit or exclude any liability for fraud.
- 16.4 Condition 7.1.1 is varied to read, "If any plan or statement in the agreement, or in Written Replies is or was misleading or inaccurate due to an error or omission, the remedies available to the Tenant are as follows...."

16.5 Condition 7.1.1(b)(ii) is varied to read, "where the Tenant would be obliged, to their prejudice, to accept property differing substantially (in size, quality, appearance, tenure or value) from what the error or omission had led them to expect."

17. **GOVERNING LAW**

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

18. **JURISDICTION**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

19. **CHARITIES ACT 2011**

The Property is held by the Landlord, a non-exempt charity, and the Lease is not one falling within paragraph (a), (aa), (b), (c) or (d) of Section 117(3) of the Charities Act 2011, but there is power under the trusts of the charity to effect the disposition and Sections 117 to 121 of that Act have been complied with.

IN WITNESS WHEREOF this document has been executed and delivered on the date first stated above.

Signed on behalf of
THE NATIONAL RIFLE ASSOCIATION

Secretary General:

Signed by [NAME OF
TENANT]

Appendix A

LEASE IN AGREED FORM