

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
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TABLE OF CONTENTS

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

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.
Completion 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.
Condition Precedent	the occurrence of the Practical Completion Date in accordance with the terms of this Agreement.
Contract Rate	4% per annum above the base rate from time to time of Barclays Bank PLC
Estate	the land and premises at Wharncliffe 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 plan attached to this Lease marked "Site Plan".
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.
Expert	an independent surveyor who is a Member or Fellow of the Royal Institution of Chartered Surveyors appointed in accordance with clause 18.
Landlord's Conveyancer	Moore Barlow LLP, The Oriol, Sydenham Rd, Guildford GU1 3SR (reference: GS/27403/181)

Landlord's Works	the construction on the Estate by the Landlord of concrete bases including Property, on which caravans will be sited including connections to electricity, drainage, water, gas and broadband, and the associated infrastructure.
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 7.3 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: <ul style="list-style-type: none"> 1. Five (5) year's Annual Rent; plus 2. the Premium, payable in accordance with clause 10 of this Agreement.
Long Stop Date	31 July 2024.
Plan	the plan attached to the Lease marked "Wharnccliffe Site Plan ".
Practical Completion	means that the Property is practically complete, ready for occupation and use and accessible according to the terms of this Agreement and the Landlord's Works.
Practical Completion Certificate	the Landlord's notice confirming that Practical Completion has occurred and setting out the date on which Practical Completion occurred.
Practical Completion Date	the date of Practical Completion stated in the Practical Completion Certificate or the date of this Agreement, whichever is later
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 as may be varied subject to clauses 5.5 and 5.6.
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.
Target Date	31 May 2024.
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** or the **Landlord's Works** 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 17:
- 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 member of the NRA; and
- 2.2.1.4 a satisfactory credit check of the Tenant.

2.2.2 are conditional on satisfaction of the Condition Precedent; and

2.2.3 shall come into force on the Practical Completion Date.

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. **LANDLORD'S WORKS**

5.1 The Landlord shall use reasonable endeavours to procure that Practical Completion occurs by the Target Date or such later date as may be reasonable in the circumstances.

5.2 The Landlord will use reasonable endeavours to keep the Tenant informed of the likely Practical Completion Date.

5.3 The Landlord certifies that at the date of this agreement it has commenced the Landlord's Works.

5.4 The Landlord shall use reasonable endeavours to procure that the Landlord's Works are carried out:

5.4.1 with due diligence and in a good and workmanlike manner;

5.4.2 using only good quality materials and well-maintained plant;

5.4.3 in accordance with this Agreement and the Requisite Consents;

5.4.4 in accordance with all statutory or other legal requirements and the recommendations or requirements of the local authority or statutory undertakings;

5.4.5 in compliance with all relevant British Standards, codes of practices and good building practice; and

5.4.6 by selecting and using materials so as to avoid known hazards to the health and safety of any person and to ensure the long term integrity of the Property and the Estate.

- 5.5 Subject to clause 5.6, the Landlord may make variations to the exact extent of the Property, design, manner of construction and materials used for the Property and the Estate without the Tenant's consent. The Landlord shall notify the Tenant of such variations in respect of the Property only.
- 5.6 The Landlord may not make variations that will substantially alter the size of the Property to the Tenant's prejudice without obtaining the Tenant's prior consent.
- 5.7 The Tenant shall be deemed to have given consent under clause 5.6 if:
- 5.7.1 the Landlord requests consent; and
- 5.7.2 the Tenant fails to respond to the Landlord within 20 working days of the Landlord requesting consent.
- 5.8 Following any variation under either or both of clauses 5.5 and 5.6 varying the extent of the Property, the Landlord shall supply such replacement Plan or Estate Plan (as the case may be) and both parties agree to execute the same and supply them to the Landlord's Conveyancer to be substituted for the existing Plan or Estate Plan (as the case may be) in the Lease.
- 5.9 The Landlord is not obliged to make any variation in, or addition to, the Property beyond the Landlord's Works.

6. PRACTICAL COMPLETION

- 6.1 As soon as reasonably practicable following Practical Completion the Landlord shall serve the Practical Completion Certificate on the Tenant.
- 6.2 The Tenant is entitled to have access to inspect the Property following receipt of the Practical Completion Certificate. The Landlord shall arrange access to the Property within 48 hours of receiving a request for access.
- 6.3 The Tenant may not refuse to complete the Lease where:
- 6.3.1 works to the remainder of the Landlord's Works remain outstanding; or
- 6.3.2 landscaping works remain outstanding.
- 6.4 If the Tenant believes that the Landlord's decision to issue the Practical Completion Certificate is incorrect, the Tenant may notify the Landlord within ten working days of receipt of the Practical Completion Certificate giving details of the Tenant's objections. The Landlord and Tenant shall use their reasonable endeavours to agree what action should be taken.
- 6.5 If there is a dispute under clause 6 which the parties cannot resolve, the parties may by mutual agreement refer the dispute to an Expert in accordance with clause 18.

7. LEASE TERM AND CARAVAN

- 7.1 *At least 10 working days prior to the completion date*, 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.
- 7.2 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 Completion Date or it is not suitable in all respects in relation to the size and nature of the Property
- 7.3 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 (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.

7.4 The Tenant agrees to site the caravan at the property within 18 months of the date of this agreement.

8. LONG STOP DATE

8.1 If the Practical Completion Date has not occurred by 4.00 pm on the Long Stop Date, the Tenant may, at any time after the Long Stop Date (but before the Practical Completion Date occurs), give notice in writing to the Landlord that, unless the Practical Completion Date occurs within 20 working days of the receipt of that notice (time being of the essence), it may terminate this Agreement.

8.2 If the Practical Completion Date does not occur within 20 working days of receipt of such notice, the Tenant may by further notice in writing terminate this Agreement with immediate effect. Such termination shall be without prejudice to the obligations in clause 14.

8.3 If there is a dispute under clause 8 which the parties cannot resolve, the parties may by mutual agreement refer the dispute to an Expert in accordance with clause 18.

9. INSURANCE

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

9.2 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.

10. LEASE PAYMENTS

10.1 The Tenant shall pay the Lease Payments in the following instalments to the Landlord:

10.1.1 [amount] payable on the date of this agreement; and

10.1.2 [amount] payable on the later of Practical Completion Date or the date of this agreement.

or in such other proportions and on such other dates as the Landlord may notify to the Tenant.

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

10.3 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.

11. DEDUCING TITLE

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

11.2 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.

11.3 Condition 4.1 does not apply to this Agreement.

12. **VACANT POSSESSION**

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

13. **TITLE GUARANTEE**

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

13.2 Condition 4.6.2 does not apply to this Agreement.

14. **MATTERS AFFECTING THE PROPERTY**

14.1 The Landlord will grant the Lease free from incumbrances other than those mentioned in clause 14.2.

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

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

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

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

14.2.4 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 14.2.5);

14.2.5 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;

14.2.6 public requirements;

14.2.7 all matters contained or referred to in the Lease.

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

14.4 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 14.2.

14.5 The Tenant is deemed to have full knowledge of the matters referred to in clause 14.2 and will not raise any enquiry, objection, requisition or claim in respect of any of them.

15. **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.

16. **CONSEQUENCES OF TERMINATION**

16.1 If the Landlord gives notice to terminate this Agreement under clause 15 or the Tenant gives notice to terminate this Agreement under clause 8.2:

16.1.1 subject to clause 16.1.2, 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:

- 16.1.1.1 the rights of any party in respect of any earlier breach of this Agreement; and
 - 16.1.1.2 the obligations in the clauses referred to in clause 16.1.2;
- 16.1.2 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;
- 16.1.3 the Tenant shall immediately cancel all entries relating to this Agreement registered against the Landlord's title.
- 16.2 The Landlord shall, within ten working days, repay to the Tenant any Lease Payment which the Tenant may have paid, if the Tenant terminates pursuant to clause 8.2.
- 17. **COMPLETION OF GRANT OF THE LEASE**
- 17.1 Completion of the grant of the Lease will take place on (DATE).
- 17.2 Condition 1.1.1(c) is amended so that "completion date" means the "Completion Date" as defined in this Agreement.
- 17.3 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".
- 18. **EXPERT DETERMINATION**
- 18.1 In relation to any dispute under clause 6, or clause 8 which the parties refer to an Expert in accordance with clause 6.5 or clause 8.3 the parties shall agree on the appointment of an independent Expert and shall agree with the Expert the terms of the Expert's appointment.
- 18.2 If the parties agree to refer the dispute to an Expert but are unable to agree on an Expert or the terms of the Expert's appointment within seven days of either party serving details of a suggested expert on the other, either party shall then be entitled to request the President for the time being of the RICS to appoint an Expert who is a Member or Fellow of the RICS and for the President for the time being of the RICS to agree with the Expert the terms of the Expert's appointment.
- 18.3 The Expert is required to prepare a written decision and give notice (including a copy) of the decision to the parties within a maximum of three months of the matter being referred to the Expert.
- 18.4 If the Expert dies or becomes unwilling or incapable of acting, or does not deliver the decision within the time required by this clause then:
 - 18.4.1 either party may apply to the President for the time being of the RICS to discharge the Expert and to appoint a replacement Expert; and
 - 18.4.2 this clause shall apply to the new Expert as if the new Expert were the first Expert appointed.
- 18.5 All matters under this clause must be conducted, and the Expert's decision shall be written, in the English language.
- 18.6 The parties are entitled to make submissions to the Expert and will provide (or procure that others provide) the Expert with such assistance and documents as the Expert reasonably requires for the purpose of reaching a decision.
- 18.7 To the extent not provided for by this clause, the Expert may in the Expert's reasonable discretion determine such other procedures to assist with the conduct of the determination as

the Expert considers just or appropriate, including (to the extent the Expert considers necessary) instructing professional advisers to assist the Expert in reaching a determination.

- 18.8 Each party shall with reasonable promptness supply each other with all information and give each other access to all documentation and personnel and/or things as the other party may reasonably require to make a submission under this clause.
- 18.9 The Expert shall act as an expert and not as an arbitrator. The Expert shall determine the dispute which may include any issue involving the interpretation of any provision of this Agreement, the Expert's jurisdiction to determine the matters and issues referred to the Expert and/or the Expert's terms of reference. The Expert's written decision on the matters referred to the Expert shall be final and binding on the parties in the absence of manifest error or fraud.
- 18.10 Each party shall bear its own costs in relation to the reference to the Expert. The Expert's fees and any costs properly incurred by the Expert in arriving at a determination (including any fees and costs of any advisers appointed by the Expert) shall be borne by the parties equally or in such other proportions as the Expert shall direct.
- 18.11 All matters concerning the process and result of the determination by the Expert shall be kept confidential among the parties and the Expert.
- 18.12 Each party shall act reasonably and co-operate to give effect to the provisions of this clause and otherwise do nothing to hinder or prevent the Expert from reaching a determination.

19. **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.

20. **ENTIRE AGREEMENT**

- 20.1 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.
- 20.2 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:
- 20.2.1 set out in this Agreement or the documents annexed to it; or
- 20.2.2 contained in any Written Replies.
- 20.3 Nothing in this clause shall limit or exclude any liability for fraud.
- 20.4 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...."
- 20.5 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."

21. **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.

22. **JURISDICTION**

Save where the parties agree to refer a dispute to an Expert under clause 6.5, or clause 8.3 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).

23. **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