



RECREATION COMMITTEE

Members of the Recreation Committee

are summoned to attend a Meeting at **7.30pm** on

Wednesday 9 September 2026

at Loughton Town Council, Council Chamber,
1 Buckingham Court, Rectory Lane, Loughton IG10 2QZ
to transact the business shown in the agenda.

Liz Petyt Start
Town Clerk

3 September 2026

Membership:
Councillor K Valentine (Chairman)
Councillor D Wixley (Vice Chairman)

L House
M Stubbings

Councillors
N MacKinnon
R Sylvan

S Murray

Note to Councillors:
If you are unable to attend the meeting,
please phone your apologies to the office on 020 8508 4200

A G E N D A

1 Apologies

To RECEIVE any apologies for absence.

2 Declarations of Interest

Councillors to declare any pecuniary or non-pecuniary interest in any items on the Agenda.

3 Confirmation of Minutes

To CONFIRM the minutes of the meeting held on 27 May 2026.

4 Public Representations

To hear any representations from members of the public who have registered a request to address the Committee in accordance with no 5, Appendix C, of the Standing Orders.

Members to review and agree a way forward.

5 Town Clerk's / Chairman's Report

To report (for discussion only) on any further significant information/matters (if any) that may be of interest to Committee members.

6 Community Hall

6.1 Murray Hall

The confirmed booking by E15 Acting School for hall hire the period October 2026 to May 2027 has been received with a value of £59,000.

The hall floor has received a deep clean service and maintenance during the summer break.

To receive and NOTE.

6.2 Kingsley Hall

A new hall floor was laid during the school summer holidays; the replacement was much needed and has received positive initial feedback. See page 5.

To receive and NOTE.

7 Roding Valley Cricket Club (RVCC) – Min no RC210 & RC230

RVCC has been invoiced for the initial annual rent payment of £905.20 (exclusive of VAT). The pitch is bedding in, however the club is challenged by the absence of rain and how to irrigate the pitch effectively. They are working through solutions for this.

To receive and NOTE.

8 Loughton Athletics Club (LAC) – Min no RC187 & RC157 & RC231

The Town Clerk and a representative of the club have discussed the variations from the current lease and the new Heads of Terms, following the meeting, a revised Heads of Terms draft lease has now been received from LAC. The current lease expires on 1 May 2028. Members are requested to consider, discuss and provide decision on the revised Heads of Terms. See pages 6 – 8.

To receive and provide DECISION.

9 Meetings with Qualis – Min no RC211 & RC232

The Town Clerk and Services Manager are communicating with Qualis regarding the current service contract schedule with a view to ensuring best value for money is being achieved whilst ensuring agreed service standards are maintained. Currently there is no service level agreement or contract between LTC and Qualis as it was rolled over from EFDC. The Recreation Grounds Maintenance contract is budgeted at £124,765 for 2026/2027.

To receive and NOTE.

10 Tree Safety and Management Policy

In line with the Tree Safety Management Policy remedial works have now taken place in Murray Hall and Willingale Road Playing Field. The contractor for Roding Valley Recreation Ground works has been selected, and an order has been placed. In addition, tree works have been considered and ordered at Oakley Court, Hillyfields following receipt of a request from EFDC. Oak Processionary Moth (OPM) was managed through the RVRG, and the Cemetery and removal took place on three trees in the Recreation Ground and Cemetery in July.

To receive and NOTE.

11 Bench Requests

11.1 Memorial Tree – Jacqui Wintle

A request has been received to place a memorial tree adjacent to the Alan Wintle Bench that is situated in the Greensted Road field by the lake. In memory of Jacqui Wintle. See page 9.

The Services Manager will provide additional details.

Members to review the request and provide DECISION.

11.2 Memorial Bench – Doris Binks

A request has been received to place a memorial bench in the field by the tennis courts, overlooking football pitches A & B close to the avenue of Cherry trees. In memory of Doris Binks.

The Services Manager will provide additional details.

Members to review the request and provide DECISION.

11.3 Additional bench adjacent to playground

To receive a suggestion to repurpose the bench in the Roding Valley Changing Room and place by the mound adjacent to the playground. Cost of installation will be £300.

To receive and provide DECISION.

12 Play in the Park Feedback

A verbal report will be provided at the meeting.

To receive and NOTE.

13 Loughton Broadway Defibrillator – Min no RC199

A proposed location between 50 & 52 The Broadway has been suggested by LTC officers as a new location to site the defibrillator. Qualis have been contacted as landlords of the shops, to ask their permission to install the cabinet on the wall between these two shops. (Cranbrook Electrics and Taylor's Cards.) Cranbrook Electrics have kindly agreed to supply the electricity.

To receive and NOTE.

14 Jessel Green Fun Day – Sunday 28 June 2026

14.1 Event Evaluation Report

See report on pages 10 – 11.

To receive and NOTE.

15 Grass spraying – Min no RC244

The Services Manager contacted Qualis to ask why the grass around posts are sprayed (which has killed the grass) and not cut. Qualis advised "The bollards are sprayed at the beginning of the growing season primarily for health and safety reasons to reduce the frequency of strimming and therefore minimise the chance of a stray object flying out and hitting a car window or such like, particularly on highway verges. Furthermore, it also reduces the amount of time that is spent cutting the grass and enables the teams to keep up with the mowing rounds in the district."

To receive and NOTE.

16 Roding Valley Recreation Ground – Changing Rooms – Demolition – Min no. RC209 & RC249

Satisfactory references for the demolition contractor have now been received. The planning application for the demolition has been submitted Application Type: Full planning permission Reference number: PP-15099623

To receive and NOTE.

17 Loughton Cricket Club Boundary – Min no RC219 & RC250

The revised boundary has been agreed between Thornton Rones and LTC; the registration is now being progressed between each party's legal services. The tree felling at the boundary has not yet been completed by Loughton Cricket Club.

To receive and NOTE.

18 Proposal for Community Mini Library Box – Pyrles Lane Shops, Loughton

To consider support of new Community Mini Library. See report on page 12.

To received and provide DECISION.

19 Roding Valley Recreation Ground – Shade Outside Playground

Members are requested to consider an open sided shelter at the side of the playground. Noting the significant impact of the hot weather this year and global climate change it is felt we are likely to experience more very hot summers and currently there is no shade available in this area.

To receive and discuss.

20 Land Asset Transfer

20.1 EFDC Owned Land

To receive report, for information only, regarding transfer of land in EFDC ownership to Loughton Town Council, relating to recreation areas, which shall be presented to Resources and General Services Committee 7 October 2026. See report on page 13.

20.2 Land Adjacent to Willingale Allotment

To receive communication from Denton Homes Ltd. See page 14.

To receive and NOTE.

21 A Bubbly Sculpture for Loughton

See email on page 15.

Members to review the request and provide DECISION.

22 Junkyard HQ Limited

See email on pages 16 – 17.

Members to review the request and provide DECISION.

23 South Loughton Cricket Club Lease (SLCC)

Members are requested to consider new draft lease for the SLCC. (See pages 18-35).

To receive and NOTE.

24 Financial Position

The current financial position as of 31 July 2026 is attached together with details of the funds available from earmarked reserves. See pages 36 – 40.

To receive and NOTE.

25 Future Work of the Committee

The opportunity for members to suggest topics to be considered by the Committee at a future meeting, subject to the Committee's agreement.

Note: No substantive discussion may take place under this item as the required statutory notice of the topics will not have been given.

**Liz Petyt Start
TOWN CLERK
3 September 2026**

Agenda Item 6.2
Kingsley Hall Floor

New Oak floor fitted w/c 17 August 2026.



Agenda Item 8**Loughton Athletics Club (LAC)- Proposed Head of Terms new lease****HEADS OF TERMS – LAC Lease Regear, Roding Valley Recreational Ground**

1.0 Landlord	Loughton Town Council
2.0 Landlord's Solicitor	TBC
3.0 Tenant	Trustees of Loughton Athletic Club
4.0 Tenant's Solicitor	TBC
5.0 Demise Lease 1	5.1 The foot-print area/parcel of land currently housing the pavilion (and later extensions). 5.2 The athletic throwing and jumping area. 5.3 The running track 5.4 The all-weather pitch (designated hours TBA)
6.0 Demise Lease 2	6.1 The athletic throwing and jumping area. 6.2 The running track 6.3 The all-weather pitch (designated hours TBA) N.B. All other terms in reference to Lease 2 to remain as relevant in current lease, dated 7th January 2019, except with reference to Term, Option To Determine (which are to be as set out below) and Rent, which is to be nil.
7.0 Term	7.1 A reversionary lease for a term of 30 years, commencing 4th April 2028 (N.B. Current lease and all obligations to continue until 3rd August 2028.) 7.2 Lease be contracted within the security of tenure and compensation provisions of the Landlord and Tenant Act 1954.
8.0 Option To Determine	8.1 The tenant is to have the right to determine the lease on the tenth anniversary of the term and every five years thereafter (i.e. 04/04/2038, 04/04/2043, 04/04/2048, 04/04/2053). 8.2 The tenant is to provide at least six months' prior written notice to the landlord of the intention to determine the lease.
9.0 Rent	9.1 The rent payable is to be £1,400 per annum, payable annually in advance on 1st April. 9.2 The rent is to be payable from the commencement of the lease (i.e. there is to be no rent-free period).
10.0 Rent Review	10.1 The rent is to be subject to an upwards only review at the expiry of the fifth year of the term, and every fifth anniversary thereafter. 10.2 The rent is to be reviewed in line with the increase in the Consumers Price Index (CPI), subject to a cap of 5%.
11.0 Proposed LAC Works	11.1 Demolition of existing pavilion and reprovision of new club house, the design of which is to be provided to the Landlord at the appropriate time.

	11.2 Tenant is to obtain all necessary planning and user consents, with the Landlord's support if so required. 11.3 Tenant is to ensure that all works are completed to the required standards and in line with all relevant statute.
12.0 Repair	12.1 The tenant is to keep the premises tidy and in a good state of repair.
13.0 Use	13.1 The premises are to be used for sporting or community purposes, as set out under Class F2 of the Town and Country Planning (Use Classes) Order 1987 (as amended).
14.0 Alterations	14.1 Any alterations that materially alter the external appearance of the club house (once works are completed) are to require Landlord's prior written consent (not to be unreasonably withheld).
15.0 Alienation	15.1 The Tenant will be permitted to assign the whole, subject to Landlord consent, not to be unreasonably withheld. 15.2 The tenant will be permitted to sub-let part or whole, subject to Landlord consent, not to be unreasonably withheld. 15.3 The tenant will be permitted to share the premises with other sporting or community uses (the variety of which is TBA between the parties, to remain within the Landlord's ambitions), so long as a Landlord and Tenant relationship is not created.
16.0 Signage	16.1 The tenant is to be permitted to display signage denoting club name, on the exterior of the new club house, and replace/upgrade this from time to time within pre-agreed parameters, as and when necessary, without the prior written consent of the Landlord. 16.2 The tenant is to be permitted to create and maintain a non-illuminated notice board on the exterior of the new club house, to display club/community information only, to the general public.
17.0 Timing	Both parties are to use reasonable endeavours to complete the reversionary lease in a reasonable timeframe.
18.0 Costs	Each party is to bear their own costs incurred in relation to this matter.
19.0 Other Terms	All other terms are to be as set out in the current lease, dated 7th January 2019.
20.0 Conditions	The foregoing terms are subject to: - • Approval of LAC redevelopment/refurbishment plans • Superior Landlord consent • Contract

Agenda Item 8

Loughton Athletics Club (LAC)- Proposed Head of Terms new lease

Summary Current Lease v New Heads of Terms

- Extended term – 30 years v 12 years
- Break clause introduction – 10 years and 5 years thereafter
- Reduced repair obligations – good state v full repair
- Tenant flexibility – assignment, subletting, sharing – with landlords consent only
- Removes bunker (which the club doesn't use)
- Introduces permission to erect name sign and notice board – both non illuminated
- Recognises aspiration for redevelopment
- Rent stays the same

Agenda item 11.1
Memorial Bench – Jacqui Wintle

The graphic below shows the proposed siting of the memorial tree for Jacqui Wintle



Agenda Item 14

Jessel Green Fun Day- Sunday 28 June 2026

The week before the event Loughton was suffering a heatwave, thankfully the morning of the event the temperature cooled and we had an amazing day, with much larger crowds.

Wristbands were priced at £12 for unlimited use of inflatables and fairground attractions, or 50p per ticket for single use. These were available for purchase at 11.30 on the day, before the attractions were open. We did get a steady queue for tickets from 11.30am. Special thanks to Cllrs Riley and Lee for their assistance with ticket sales.

We received assistance with the set up from Neil Bartlett, Scott Brinkley and one EFYC from 8am – who were extremely helpful during the set up throughout the morning. Cllr Malachi Fontenelle and the City of London North East cadets also arrived mid-morning and assisted throughout the rest of the day, they were extremely helpful too. Having the extra volunteers really made a difference and helped reduce pressure on LTC staff.

The Loughton Wombles once again provided invaluable support with litter picking ensuring all waste was taken to the designated collection area – this was greatly appreciated.

Epping Forest Community and Restore Churches did an excellent job running the Café on the Green.

We extended our thanks to:

- John Walsh at The Cottage Loaf for his generous £1,000 donation.
- Loughton Self Drive for loaning us a van for the weekend.
- John Perry at Universal Waste Ltd, a Loughton-based licensed waste collection company, who removed all the rubbish free of charge – including a second collection on Monday morning.
- TFL for providing a Bus Diversion during the hours of 11.30am – 4.30pm along Jessel Drive free of charge.
- EFDC/Qualis grass cutters for cutting the grass in readiness of the event.

We also thanked CBVS for managing the lost and found. Chris at CBVS provided the PA system and manned the lost and found tent. His report is as follows:

1x lost child reunited with parent (twice)
1x Apple iPhone handed in and reunited
1x Set of keys handed in and reunited

First Aiders only dealt with a few minor friction burns.

Trojan Security reported no issues and were satisfied with how the event was organised.

Mr Happy was extremely popular and very happy with the day.

The change of layout of the event inflatables and craft and community stalls was welcomed by all with lots of positive feedback.

Following debrief discussions these are the post-event recommendations:

- The event cannot grow any larger in terms of attendance from outside visitors, as there are no dedicated parking facilities, and the surrounding roads of Jessel Green already get heavily congested.
- We recommend reduce the wristband sales to £10 per wristband and the ticket sales up to £1 per ticket.

-
- We investigate the possibility of a road closure and outsource the fencing of the perimeter line of Jessel Drive. We can utilise the security guards to control the road closure.
 - The continuation of the event is dependent on the number and helpfulness of volunteers and councillors available on the day. All LTC staff should be available and encouraged to work the week up to the event and on the day.

Final Breakdown of Expenditure

Category	Amount
LTC Expenditure (outlay)	£(14,752.85)
Income from donations/sponsors/stallholders and wristband and ticket sales	£9,801.00
Sub Total	£4,951.85
Total LTC Expenditure	£ 4,951.85

A provisional date for next year's event is Sunday 27 June 2027.

Councillors are asked to confirm the date and provide any feedback on the current format and recommendations.

Pippa Bryce
July 2026

Agenda item 18

Subject: Proposal for Community Mini Library Box – Pyrles Lane Shops, Loughton

Dear Loughton Town Council and Town Clerk,

I am writing to you as a resident of the Hillyfields / Pyrles Lane / Chester Road area in Loughton, but also on behalf of my 11-year-old daughter Sophia, whose idea this is!

My children have accumulated a fantastically vast collection of books and are keen to share them with our local community. We would love to install a community "mini library box" (a free book-sharing exchange) outside the Pyrles Lane shops.

These small, weatherproof book boxes have proven incredibly successful in Newham, where I work which has helped foster a love for reading, promoting sustainability, and bringing neighbourhoods together.

We want to ensure this is done safely, legally, and with the full backing of our local representatives. We are seeking advice on the following points:

1. **Permission & Land Ownership:** Could the council advise us on who owns the pavement or verge space outside the Pyrles Lane shops, and what permissions or street licences we would need to safely install a small, securely anchored book box there? Alternatively, would the council support us attaching it to the boundary line of one of the willing local independent shops?
2. **Support & Local Guidelines:** Are there any specific safety, size, or material guidelines the council requires us to follow to ensure it does not obstruct pedestrians or look out of place?
3. **Small Grants:** Does this project qualify for any hyper-local funding, such as the Loughton Town Council Financial Assistance Grant Scheme, to help us cover the cost of marine plywood, weatherproofing, and a post?

We are happy to manage, clean, and curate the books ourselves to ensure the box remains a tidy, positive asset for Pyrles Lane.

Thank you very much for your time and for hopefully helping us make Loughton an even more vibrant, community-focused place for our children.

Warm regards,

Agenda Item 20:

Report: Land Asset Transfer

20.1 EFDC Owned Land

To: Recreation Committee

From: Town Clerk, Loughton Town Council, Liz Petyt Start

Date: 9 September 2026

Introduction

In consideration of the Local Government Reform and the emerging new unitary authority structure; the leader of Epping Forest District Council, Cllr Chris Whitbread, has suggested to Parish and Town Council's within the district, that each may wish to consider applying to the District Council for the transfer of land assets within their parish area.

Purpose

The aim is to reorganise land, currently in ownership of EFDC, which the parish has either an informal arrangement, responsibility or vested interest in and that which benefits its community directly before the district is dissolved. It may be a formalising of an informal arrangement which currently exists.

It is anticipated all land assets will otherwise transfer from EFDC to the new West Essex Unitary Authority.

EFDC will have the ability to dispose of land to the Town Council using the Community Asset Transfer (CAT) Policy

Land of Potential interest of transfer from EFDC to Loughton Town Council

Roding Valley Recreation Ground – EX30619, EX751741, EX751158, EX751157, EX751129, EX759128, EX25856, EX751707 (currently 19 years expired of the 125-year lease between EFDC and LTC)

Jessel Green - EX749003

The Orchard - EX760997

Recommendation

Committee is invited to consider the risk and benefits of applying for each land asset to be transferred to Loughton Town Council from Epping Forest District Council.

‘to provide formal approval for a request to be made by Loughton Town Council to Epping Forest District Council for its land to be transferred namely

- i) Roding Valley Recreation Ground**
- ii) Jessel Green**
- iii) The Orchard (open space adjacent to Willingale Road allotment site)**

Agenda Item 20:
Report: Land Asset Transfer
20.2 Land Adjacent to Willingale Allotment



24 JUL 2026

Denton Homes Limited

1st Floor Offices | Foundry House | Burton Court
Summer Road | Thames Ditton
KT7 0QQ
Tel: (020) 8398 7575
www.dentongroup.com

22.07.2026

Loughton Town Council
1 Buckingham Court
Rectory Lane
Loughton
IG10 2QZ

Dear Sir / Madam,

Re: Northern parcel of land (adjoining the allotment gardens) within Title Number EX760997
— Enquiry re. potential sale (Subject to Planning)

I am writing on behalf of Denton Homes Limited to enquire whether Loughton Town Council would consider selling the northern parcel of land within Title Number EX760997, specifically the area adjoining the allotment gardens.

Our company is interested in sites suitable for community-focused development. Subject to obtaining the necessary planning permissions, we would be likely to propose the development of a care facility on the site to support local needs. Any purchase would therefore be conditional on securing appropriate planning consent.

If the Council may be open to discussing a potential disposal, we would welcome the opportunity to explore options, indicative timescales and any constraints or requirements the Council would expect. Denton Homes would meet reasonable acquisition-related costs associated with a transaction and will treat all discussions and information provided in strict confidence.

Please contact me at your convenience to arrange an initial, without-obligation discussion.

Yours faithfully,

A. J. Holmes
For and on behalf of Denton Homes Limited
Direct: 0203 651 5179
Mobile: 07780 446 984
lex@dentongroup.com

Registration No. 02043978 Registered Office: Upper Deck, Admirals Quarters, Portsmouth Road,
Thames Ditton, Surrey, KT7 0XA
VAT Registration No. 332 7691 91

Agenda Item 21
A Bubbly sculpture for Loughton

From: Conor Dolan >
Sent: 14 August 2026 15:04
To: Contact Info <contact@loughton-tc.gov.uk>
Subject: A Bubbly sculpture for Loughton

Dear Mark,

I represent the artist, Richard Neergaard. I am getting in touch because Loughton is currently part of the Lions on the Loose public sculpture trail, with works positioned across prominent public locations in Loughton and Epping, and the Town Council itself manages a number of open spaces in the town.

Bubbly is a playful group of bronze characters designed to bring art into everyday public space. Three are permanently installed at Paddington Square beside Paddington Station in London, where they can be encountered freely by commuters, residents and visitors:

<https://londonist.com/london/art-and-photography/see-the-bubbly-sculptures-of-paddington-square>

Richard is looking to widen that free, everyday access to art by placing further works in prominent public locations. We would be interested in discussing an agreed sculpture or group for Loughton at no acquisition cost, with ownership transferring to the receiving organisation and Richard funding the agreed installation.

Would you be open to a brief 15-minute call, or could you refer me to the colleague best placed to consider this?

Best,
Conor

Agenda Item 22

Charity 5K/10K running event at Roding Valley Recreation Ground

From: Junkyard <>
Sent: 14 August 2026 15:16
To: Contact Info <contact@loughton-tc.gov.uk>
Subject: Local Charity Run

Hello Loughton Town Council Team,

My name is [REDACTED] and my team, and I are currently launching a new UK-based automotive community and membership business.

As part of our launch, we would like to organise a **charity 5K/10K running event at Roding Valley Recreation Ground** as both a community outreach project and a way of introducing our new business to the local community.

The idea is to bring together our automotive community with an established local running club, creating an event that is about much more than simply promoting our business. We would like to work with a local running club, such as **Loughton Athletic Club**, to help organise and promote the running element of the event.

We are envisioning a fun, family-friendly community day which would include:

- 🏃 5K and 10K running routes
- 🏆 Finisher medals
- 🎧 Live Music
- 🚗 A small display of enthusiast cars
- ☕ Free water as refreshments
- 🤝 Local businesses and community involvement
- ❤️ Charity fundraising, with profits from the event donated to a chosen charity

Our intention is for this to become an annual event if the first event is successful.

Although the event would help us introduce our new business to the local community, **our primary aim is to create a positive community event, encourage people to get active, bring local groups together and raise money for charity.**

We are currently at the early planning stage and therefore wanted to contact the Town Council before making any arrangements or commitments. We would be grateful if you could advise us on whether an event of this nature would be possible at Roding Valley Recreation Ground and what permissions, applications, insurance, safety requirements or other arrangements would be required.

We would also be very happy to arrange a meeting or call to discuss the proposal further and make sure that any event we organise complies fully with the Council's requirements. Thank you very much for your time, and I look forward to hearing from you.

Kind regards,

JUNKYARD HQ LIMITED

From: Junkyard <
Sent: 19 August 2026 09:07
To: Deborah Taylor <Deborah.Taylor@loughton-tc.gov.uk>
Subject: Re: FW: Local Charity Run

Hi Debbie,

Junkyard is a club focused on those with a passion for automotives and vehicles, be it classic cars, motorbikes, trucks, construction vehicles, and more. We focus on building a community that helps bring people together, have people to talk to with similar passions and interests. We are starting a new community outreach division where we use our connections and brand collaborations to raise money for charities or specific causes. The

Agenda Item 22

Charity 5K/10K running event at Roding Valley Recreation Ground ... /continued

event would be sponsored by our partners; we would provide medics on sight for first aid along with free water for our volunteers and runners. We would also have our own stewards. We would also be partnering with our charity of choosing and further coverage insurance would be issues closer to the event. If you'd let us know how regularly the Recreation Committee meets that would be of use as we imagine this event won't be taking place for a few months at minimum.

Junkyard HQ Limited

Agenda Item 23
South Loughton Cricket Club Lease (SLCC)

From: Chris Couldrey <Chriscouldrey@hotmail.com>
Date: 31 August 2026 at 10:32:54 CEST
To: Liz Petyt-Start <Liz.Petyt-Start@loughton-tc.gov.uk>
Cc: Andrew Shields <cricketshields@gmail.com>
Subject: SLCC LEASE
Dear Liz

Further to our recent exchanges and the discussions/visits that took place towards the end of last year, I attach a draft lease for consideration at Recreation Committee on 9th September. It is in pdf format but I shall, of course, be happy to supply a word version in due course.

The format, and the majority of the wording, is based on our existing lease which expires next year, and is consistent with those discussions/visits as well as the discussions Mark and myself had with Ian Mudge at Qualis. I therefore hope it will be non-controversial. There are no significant changes to the draft I sent to Mark last November, which was on an information only basis pending dialogue with the ECB. As you know, the ECB took many months to respond to our request for review/comment, and when it did so the response was unhelpful.

As it is now some considerable time since this matter was discussed at Recreation Committee, I thought it worth highlighting some key issues. These are set out below.

Key changes from the existing lease:

*

We ask that the new lease is between LTC and South Loughton Cricket Club Limited, a yet to be incorporated Community Interest Company ("CIC") limited by guarantee, in order to ensure continuity. The members/guarantors of the CIC will be the club's President, Chairman and Treasurer.

*

We ask that we are granted sole use of the pavilion (this is an ECB requirement needed for consideration of large scale grant funding). I do not anticipate this impacting use by Park Run.

*

We are relinquishing our "second square" close to the houses in River Way, which we have never used (previously referred to as "Area B")

*

The areas covered by the lease now include an area to the rear of the tennis courts to be used as a practice area (previously referred to as "Area C"). It is our intention (subject to planning approval) to erect 2 practice nets running parallel to the rear of the courts and, later on, install an artificial wicket in the middle of the area for use by our under 9 and under 11 teams (soft ball only). This area was the subject of a visit by some Committee members on 26 September 2025 - Minute number RC128 of the Committee meeting on 5 November 2025 refers.

Other key issues/provisions:

*

Term: 25 years (unchanged)

*

One criticism the ECB made was that our main playing area/the area covered by the lease needed to be better defined. I have attempted to do this. Also attached are two screen shots from Google Earth which, while not part of the lease, do provide better clarity. I leave it to Qualis as to whether they wish to bring those into the lease itself.

Agenda Item 23

South Loughton Cricket Club Lease (SLCC) .../continued

*

In order to meet ECB playing area requirements, it is necessary to increase the "width" of the main playing area (as measured at right angles to the wicket) by a modest 5 metres to 125m. The "length" (as measured parallel to the wicket) is unchanged at 153 metres. The total length of the perimeter is 529m.

*

I have inserted the current rent of £850 pa but Mark indicated that LTC is likely to wish to increase this, albeit by a moderate amount. We are comfortable with this.

*

Rent reviews are every five years (upwardly only).

*

Ian Mudge has advised that Qualis' costs in this matter (to be recharged to us) are likely to be in the region of £1500, which we are comfortable with.

I am happy to attend the meeting to answer any questions members might have if you think that would be helpful. Please do let me have your thoughts on this.

Regards

Chris Couldrey

President, South Loughton Cricket Club

Agenda Item 23

South Loughton Cricket Club Lease (SLCC) .../continued

DATED [DAY] OF [MONTH] 2026

LOUGHTON TOWN COUNCIL
and
SOUTH LOUGHTON CRICKET CLUB LIMITED

LEASE

Piece of Land and Club House forming part of
The Council's Playing Fields at Loughton in the
County of Essex

Term commences: XXXX

Term: 25 years

Term Expires: XXXX

Rent: £850.00 per annum subject to five yearly upward only reviews

THIS LEASE made the [day of month] day of [month] Two Thousand and [Twenty Six] **BETWEEN THE COUNCIL** of the one part and **THE TENANT** of the other part.

NOW IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

In this Lease the following expressions shall unless the context otherwise requires have the following meanings respectively that is say:

“The Council” means Loughton Town Council of 1 Buckingham Court Rectory Lane Loughton Essex IG10 2QZ and shall include where the context so admits the successors in title and assigns of the Council.

“The Premises” means the property described in the First Schedule hereto together with all buildings and improvements at any time and from time to time made thereto and all fixtures of every kind which shall from time to time be in or upon the said property (whether originally affixed or fastened to or upon the same or otherwise) except such tenants’ fixtures as can be removed from the Premises without defacing the same

“The Tenant” means South Loughton Cricket Club Limited, a Community Interest Company limited by guarantee whose registered address is 4 The Greens Close Loughton Essex IG10 1QE

“Town Clerk” means the Town Clerk of the Council for the time being or such other officer authorised by the Council to give approvals or give decisions required by this lease

“The Club” means the South Loughton Cricket Club and where the context permits includes all persons who now or hereafter shall be members thereof and all persons who may at any time by the rules of the Club be admitted as temporary or honorary members thereof

2. DEMISE AND SOLE USE

THE COUNCIL HEREBY DEMISES unto the Tenant the Premises **TOGETHER** with the rights specified in the **Second Schedule** **TO HOLD** the same unto The Tenant for the period of **TWENTY FIVE YEARS** solely for the purpose of cricket to be played by members of the Club **YIELDING AND PAYING** therefor unto the Council during the said term yearly rent ascertained in accordance with **Clause 3** hereof such rent to be paid in advance without any deduction by equal quarterly payments on the usual quarter days the first payment to be made on the date hereof being a proportionate sum in respect of the period from and including the date hereof to and including the day before the next quarter day

The Tenant (and members of the Club) shall be entitled to **SOLE USE** of the Club House and associated outbuildings situated within the Premises for the purpose of playing cricket and any subsequent buildings erected by the Tenant with the consent of the Local Planning Authority and the Council

3. RENT REVIEW

IN THIS CLAUSE

- (a) Definitions - the terms defined in this paragraph shall for the purposes of this Lease have the meanings specified
1. "Review date" shall mean the **XXX** day of **XXX** in the year **Two Thousand and Thirty One** and every fifth year thereafter
 2. "Review Period" means the period starting with any Review date up to the next Review date or starting with the last Review date up to the end of the term hereof
 3. "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
- (b) The yearly rent shall be:-
1. Until the first review date the rent of Eight Hundred and Fifty Pounds (**£850.00**) and
 2. During each successive Review Period a rent equal to the greater of the rent payable immediately prior to the relevant review date or such revised rent as may be ascertained accordance with this Lease
- (c) Such revised rent for any Review Period may be agreed at any time between the Council and the Tenant or (in the absence of agreement) determined not earlier than three months before the relevant Review date by an independent expert such expert to be nominated in the absence of agreement by or on behalf of the President of the time being of the Royal of Institution of Chartered Surveyors on the application of the Council or the Tenant made not earlier than six months before the relevant Review date and so that in the case of such determination shall be such as he shall decide should be yearly rent at the relevant Review date for the Premises
- (A) On the following assumptions as at that date:
1. That the Premises are fit for immediate occupation and use and that no work has been carried out thereon by the Tenant during the term which has diminished the rental value of the Premises and that in case the Premises have been destroyed or damaged they have been fully restored
 2. That the Premises are available to let by a willing landlord to a willing tenant as a whole without a premium but with vacant possession and subject to the provisions of this Lease (other than the amount of the rent hereby reserved but including the provisions for rent review) for a term equal to the original term of this Lease
 3. that the covenants herein contained on the part of the Tenant have been fully performed and observed
- AND have regard to open market rental values current at the relevant Review date
- (B) But disregarding:-
1. any effect on rent of the fact that the Tenant has been in occupation of the Premises

2. any increase in rental value of the Premises attributable to the existence at the relevant Review date of any improvement to the Premises or any part thereof carried out with consent where required otherwise than in pursuance of an obligation to the Council or its predecessors in title by the Tenant during the said term or during any period of occupation prior thereto arising out of an agreement to grant such term

(d) **IT IS HEREBY FURTHER PROVIDED** in relation to the said revised rent as follows:

- (A) When the amount of any rent to be ascertained as herein before provided shall have been so ascertained memoranda thereof shall thereupon be signed by or on behalf of the Council and the Tenant and annexed to this Lease and counterpart thereof and the parties shall bear their own costs in respect thereof
- (B) (1) if the revised rent payable on and from any Review date has not been ascertained by that Review date the Tenant shall continue to pay rent at the amount previously payable but within 14 days of such ascertainment the Tenant shall pay to the Council any difference between the amounts actually paid and the amounts payable as a result of such ascertainment (such sum to bear interest at a rate of 4% above the base lending rate of the Bank of England)
- (2) for the purposes of this proviso the revised rent shall be deemed to have been ascertained on that date when the same has been agreed between the parties or as the case may be the date of the award of the expert or of the determination of the valuer

4. TENANT'S COVENANTS

THE TENANT HEREBY COVENANTS with the Council to the intent that the obligations may continue throughout the term as follows:

4.1 Rent

- 4.1.1 To pay the reserved rent at the times and in the manner aforesaid

4.2 Taxes and Outgoings

- 4.2.1 To pay all existing and future rates water rates taxes assessments and outgoings whatsoever imposed or charged upon the Premises or any part thereof or on the owner or occupier thereof
- 4.2.2 To pay VAT (or any tax of a similar nature that may be substituted for it or levied in addition to it) chargeable in respect of 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 Council where the Tenant agrees in this Lease to reimburse the Council for such payment

4.3 Repairing cleaning maintaining etc

- 4.3.1 To repair the Clubhouse and keep it in repair excepting damage caused by an Insured Risk save to the extent that any insurance money may be withheld by the insurers in consequence of any act or default of the Tenant or anyone for whose acts the Tenant may be responsible
- 4.3.2 To clean the Clubhouse and keep it in a clean condition

- 4.3.3 To keep the Premises in a safe trim and tidy condition and all grass planted and maintained shall be regularly cut or mown and resown as necessary and no tree shrub or plant shall be allowed to overhang the land of any adjoining or neighbouring properties
- 4.3.4 To keep and maintain all existing fences walls and gates in good order and repair
- 4.3.5 To make such arrangements (and no others) in the character and general arrangement of the Premises as may be necessary or desirable for laying-out and maintaining the same as a proper cricket pitch and outfield and as may be approved for that purpose by the Town Clerk of the Council
- 4.3.6 To maintain the Premises as a proper cricket pitch and outfield and make good all worn and damaged areas to the satisfaction of the Council as and when required Provided that if any part of the outfield should be included in an area let by the Council to any other club team or organisation then the Council shall reinstate that part to the condition in which it was left by the Tenant at the end of the preceding cricket season

4.4 Signs and Facia Boards

Not to erect or display any external sign facia board or lettering which is not already there without the previous consent of the Council nor to display so as to be seen from the highway any internal notice or advertisement which does not relate to the Tenant's use of the Premises

4.5 Statutory Obligations

- 4.5.1 At the Tenant's own expense to execute all works and provide and obtain all arrangements upon or in respect of the Premises or the use to which the Premises have been put 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 or the public or competent authority or court of component jurisdiction regardless of whether such requirements are imposed on the Tenant.
- 4.5.2 Not to do in or near the Premises any act or thing by reason of which the Council may under any statute incur or have imposed upon it or become liable to pay any penalty damages compensation costs charges expense
- 4.5.3 Without any prejudice to the generality of the above comply in all respects with the provisions of any statutes and other obligations imposed by law or by any bylaws applicable to the Premises or in regard to the carrying on the use for the time being carried on the Premises

4.6 Access to Landlord

- 4.6.1 To allow the Council and all persons authorised by the Council to enter the Premises at any reasonable time for the purpose of ascertaining whether the terms of this Lease have been complied with or for any other lawful purpose
- 4.6.2 To permit the Council and its agents at all reasonable times to enter the Premises or inspect the conditions thereof and for all other reasonable purposes

- 4.6.3 To comply with all reasonable directions that the Council might make as to the insurance and maintenance of any building or other structures at present on the Premises or erected in accordance with the provisions of this Lease

4.7 Alienation

- 4.7.1 Not to assign any part (as opposed to the whole) of the Premises
- 4.7.2 Subject to Clause 4.7.3 not to assign the whole of the Premises without first obtaining the written Licence of the Council which shall not to be unreasonably withheld
- 4.7.3 If any of the following circumstances in this Clause (which are specified for the purposes of the Landlord and Tenant Act 1927 Section 19(1A)) applies either at the date when the application for the Licence to assign is made or after that date but before such licence is given the Council may withhold licence for this assignment and if after such licence been given but before the assignment has taken place any such circumstances apply the Council may revoke such licence (whether such licence is expressly subject to a condition as referred to in Sub-Clause 4.7.4.2 or not):
- 4.7.3.1 Any sum due from the Tenant under this Lease remains unpaid
- 4.7.3.2 There are any material outstanding breaches of any tenant covenant under this Lease or any personal covenant undertaken by the Tenant
- 4.7.3.3 In the Council's reasonable opinion the assignee is not a person who is likely to be able both to comply with the tenant covenants of this Lease and to continue to be such a person following the assignment
- 4.7.3.4 In the case of an assignment to a company which is in the same group (within the meaning of the Landlord and Tenant Act 1954 Section 42) as the Tenant in the Council's reasonable opinion is a person who is may become less likely to be able to comply with the tenant covenants of this Lease than the Tenant making the application for the licence to assign (which likelihood is adjudged by reference in particular to the financial strength of the Tenant aggregated with that of any guarantor for that Tenant or the value of any other security for the performance of the tenant covenants when assessed at the date of the grant or assignment of the Lease to that Tenant)
- 4.7.3.5 The Assignee or any guarantor for the assignee (other than any guarantor under an authorised guarantee agreement) has the benefit of state or diplomatic immunity, and
- 4.7.3.6 The Assignee is a corporation registered in (or otherwise registered in) a jurisdiction in which the order of a court obtained in England or Wales will not necessarily be enforced without any consideration of the merits of the case
- 4.7.4 The Council may impose any or all of the following conditions (which are specified for the purposes of the Landlord and Tenant Act 1927 Section 19(A)) on giving any licence for an assignment by the Tenant of the whole of the Premises and any such licence shall be treated as being subject to each of the following conditions:

- 4.7.4.1 Upon or before any assignment and before giving occupation to the assignee the Tenant making the application for the licence to assign shall covenant by way of indemnity and guarantee with the Council in the Terms of the Authorised Guarantee Agreement under the Landlord and Tenant (Covenants) Act 1995 in the form contained in **Schedule 3**
- 4.7.4.2 The Licence of the Council contains a condition that if at any time prior to the assignment the circumstances (or any of them) specified in Sub-Clause 4.7.3 apply the Council may revoke the licence by written notice to the Tenant ,
- 4.7.4.3 The assignee shall enter into direct covenants with the Council to observe and perform the covenants of the Tenant's part contained in this lease
- 4.7.5 Not to underlet the Premises or any part thereof or (save by way of assignment as aforesaid) to part with possession of the Premises or any part thereof
- 4.7.6 Within one month after every assignment mortgage charge transfer disposition devolution (or any part thereof) to give notice thereof in duplicate to the Council and to produce to it the original or a certified copy of the instrument or instruments (including any relevant probate letters of administration or assent) and to also deliver to the Council for retention by the Council a copy thereof and to pay to the Council's Solicitor a fee of **Forty Pounds (£40.00)** for the registration of such transaction

4.8 Nuisance

Not to do or permit or suffer to be done upon the Premises or any part thereof anything which may be or become a danger nuisance annoyance or cause damage or inconvenience to the Council or to the neighbouring or adjoining owners or all other persons crossing the Premises

4.9 User

- 4.9.1 To use the Premises and such buildings (if any) as may be currently on the Premises or erected thereon pursuant to Clause 4.9.6 hereof as private grounds for the purpose of practising and playing cricket and activities associated with cricket only and the building as a club house for the use by the Club and Members of Visiting Cricket Clubs and Teams and not to allow the Premises to be used for any other purpose without the consent in writing of the Council
- 4.9.2 Not to use or permit or suffer the Premises or any part thereof to be used for any illegal or immoral purpose
- 4.9.3 Not without the Council's previous written consent to remove any soil clay sand or other materials from the Premises
- 4.9.4 Not to hold or permit to suffer to be held any sale by auction or mock auction on the Premise
- 4.9.5 Not to deposit any waste rubbish or refuse on the Premises or the Sports Field
- 4.9.6 Not to build or erect or suffer to be built or erected any building or other structure on the Premises or to make any addition or alterations to any building at any time on the Premises save for that already existing except such as may be approved first in writing by the Local

Planning Authority after submission by the Tenant of proposed plans specifications and elevations thereof such consent not to be unreasonably withheld

- 4.9.7 Not to cause any land roads or pavements abutting the Premises to be untidy or in a dirty condition and in particular (but without prejudice to the generality of the above) not to deposit on them refuse or other materials
- 4.9.8 Not to bring keep store stack or layout upon the Premises or the Playing Fields any materials equipment plant bins crates cartons boxes or any receptacle for waste or any other item which is or may become untidy unclean unsightly or in any way detrimental to the Premises or the area generally
- 4.9.9 No vehicles or machinery other than those necessary for the maintenance or preservation of the Premises as a cricket pitch and outfield and which are approved by the Town Clerk and in respect of which any necessary right of access is hereby granted shall be brought upon or allowed upon the Premises or any part of the said Playing Fields provided that two cars only may be taken to the Pavilion for the purpose of carrying heavy cricket equipment

4.10 Landlord's Costs

To pay to the Council on an indemnity basis all costs fees charges disbursements and expenses (including without prejudice to the generality of the above those payable to Council Solicitors Surveyors and Bailiffs) properly and reasonably incurred by the Council in relation or incidental to

- 4.10.1 Every application made by the Tenant for a consent or licence required by the provisions of the Lease whether such consent or licence is granted or refused or proffered subject to any lawful qualification or condition or whether the application is withdrawn unless such refusal qualification or condition is unlawful whether because it is unreasonable or otherwise
- 4.10.2 To pay all expenses incurred by the Council incidental to the preparation and service of a notice under Section 146 of the Law of Property Act 1925 (as amended from time to time) or incurred in or in contemplation of proceedings under Sections 146 or 147 of that Act notwithstanding in any such case for future is avoided otherwise than by relief granted by the Court
- 4.10.3 The recovery or the attempted recovery of arrears of rent or other sums due from the Tenant and
- 4.10.4 Any steps taken with contemplation or in connection with the preparation and service of the schedule of dilapidation during or after the expiration of the term

4.11 Planning Act

At all times during the said term to comply in all respects with the provisions and requirements of the Town and Country Planning Act 1990 and all regulations or orders made thereunder whether as to the permitted user hereunder or otherwise and to indemnify (as well after the expiration of the said term by effluxion of time or otherwise as during its continuance) and keep the Council indemnified against all liability whatsoever including costs and expenses in respect of such matters and forthwith to produce to the Council on receipt of notice thereof any notice order or proposal therefor made

given or issued to the Tenant by a planning authority under or by virtue of the said Act affecting or relating to the Premises and at the request and cost of the Council to make or join with the Council in making every such objection or representation against the same that the Council shall deem expedient

4.12 Indemnity and Insurance

4.12.1 To indemnify the Council against all or any claims costs expenses charges demands and liability howsoever or whatsoever made in respect of any damage to any property loss death of and or injury to any person arising out of or in connection with this Lease and use of the Premises

4.12.2 To insure the Premises and to procure that the interest of the Council is noted or endorsed on the policy and to produce to the Council on demand a copy of the policy and the last premium renewal receipt

4.12.3 To effect and maintain public liability insurance of a minimum value of £10 million or for such amount as the Council may from time to time reasonably require and that the Council's interest should be noted thereon and at the request of the Council from time to time produce to the Council evidence of such policy and the premiums for it

4.13 Reletting Boards

To permit the Council during the three months immediately preceding the determination of the said term to affix and retain without interference upon any part of the Premises a notice for the reletting the same and during such period to permit persons with written authority of the Council or its agents at reasonable times of the day to view the Premises

4.14 Yield up

At the expiration or sooner determination of the said term to surrender and yield up to the Council the Premises in accordance with the foregoing conditions

4.15 Notices

To furnish the Council forthwith with copies of all applications consents decisions notices or other documents affecting the Premises which they may receive at any time

4.16 Burglar Alarm

In the event of a burglar alarm or similar device being installed on the Premises the Tenant shall comply with the provisions of the Control of Noise (Code of Practice on Noise from Audible Intruder Alarms) Order 1981 or any subsequent amendment thereto notwithstanding that the above order is now withdrawn

4.17 Licence for intoxicating liquor

4.17.1 To apply or cause application to be made at all proper times to the licensing authorities for the time being and to use the Tenant's best endeavours to obtain the grant or renewal of any certificates or licences necessary for the maintenance of a members' bar in the Club House and to pay all necessary fees and excise duties

4.17.2 To conduct the members' bar in a lawful and orderly manner strictly in accordance with every such certificate or licence and to preserve the character of the members' bar with the licensing authorities

4.17.3 In the conduct of the members' bar not to do anything that would or be likely to endanger any certificate or licence or render it liable to forfeiture or suspension

5. LANDLORD'S COVENANTS

THE COUNCIL HEREBY COVENANTS with the Tenant that:

5.1 The Council shall maintain the water supply to the Premises at its own expense during the term of this Lease

5.2 The Council shall maintain and cut the hedge on the south side of the Premises at its own expense during the term of this lease

5.3 The Tenant paying the rents hereby reserved and performing and observing the several covenants and agreements herein contained and on the Tenant's part to be observed and performed shall and may peaceably and quietly hold and enjoy the Premises during the said term without any lawful interruption or disturbance from or by the Council or any person or persons rightfully claiming under or in trust for the Council

6. PROVISOS

IT IS HEREBY AGREED between the Council and the Tenant as follows:

6.1 That if this Lease shall be read and construed as if it had been executed by both parties on the day of commencement of the term hereby granted

6.2 That if the rents hereby reserved or any part thereof respectively shall be unpaid for twenty eight days after becoming payable (whether formally demanded or not) or if any of the covenants on the Tenant's part herein contained shall not be performed or observed then in any such case it shall be lawful for the Council at any time thereafter to re-enter upon the Premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to any right of action of the Council in respect of any antecedent breach of the Tenant's covenants and conditions herein contained

6.3 The Council shall not be responsible to the Tenant or the Tenant's licensees servants agents or other persons on the Premises or calling upon the Tenant for any accident happening or injury suffered or damage to or loss of any chattel or property sustained on the Premises or in the buildings of which the Premises form part

6.4 This Lease shall be strictly construed on its own and shall in no way be read in conjunction with any other agreements Licences or Leases made between the parties hereto

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

6.5.1 The final words of the Law of Property Act 1925 Section 196 (4)...."and that service ...be delivered" shall be deleted and they 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"

6.5.2 Any Notice or document shall also to specifically served on a party if served on Solicitors , who have acted for the party in relation to this Lease for the Premises at any time within , the proceeding the service of the Notice of Document

6.5.3 Any Notice or document shall also be sufficiently served if sent by Teletex, Telephone, Facsimile transmission, text, electronic mail or any other means of electronic transmission to the party to be served (or its Solicitors) and that service shall be deemed to be made on the day of transmission if transmitted before 4.0 p.m. and a working day otherwise on the next following working day (as defined above)

6.5.4 All notices served on the Council shall be addressed to the Town Clerk or such other person as the Council shall from time to time notify the Tenant in writing

7. DETERMINATION OF LICENCE

The Parties hereto agree that the Licence dated 1 April 2002 will determine on the grant of this Lease

8. CERTIFICATE

THE parties hereto certify that there is no Agreement for Lease to which this Lease gives effect

9. EXCLUSION OF CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

The Parties confirm that notwithstanding any other provisions of this Lease this Lease shall not and shall not purport to confirm on any Third Party any benefit or any right to enforce any term of this Lease for the purposes of the Contracts (Rights of Third Parties) Act 1999

IN WITNESS whereof the Council has caused its Common Seal to be affixed to this deed and the Tenant have set their hands the day and year first above written

THE FIRST SCHEDULE BEFORE REFERRED TO

(‘The Premises’)

ALL THAT piece of land and Club House and associated buildings forming part of the Council's Playing Fields situate at Loughton in the County of Essex the position and extent whereof is indicated on the plan annexed hereto and coloured pink and marked “SLCC”

**THE SECOND SCHEDULE BEFORE
REFERRED TO**

(“Rights Granted”)

3. The right of access on foot thereto from Roding Road and also as provided in Clause 4.9.9 hereof
4. A right of entry upon the adjoining land of the Council for the purpose of retrieving balls knocked or thrown thereon during the course of any game

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SCHEDULE 3: AUTHORISED GUARANTEE AGREEMENT

1. Definitions and interpretation

In this guarantee the following expressions shall (where the context permits) have the following meanings respectively:

- 1.1 'The Assignee' means ()
- 1.2 'The Lease' means the Lease dated () and made between () and (and () for a Term of () from () and varied by a Deed dated () and made between ()
- 1.3 'The Premises' means the Premises demised by the Lease
- 1.4 'The Liability Period' means the period during which the Assignee is bound by the tenant covenants of the Lease [and any additional period during which the Assignee is liable under an authorised Guarantee Agreement]
- 1.5 The expressions 'authorised guarantee agreement' and 'tenant covenants' shall have the same meaning in this guarantee as in the Landlord and Tenant (Covenants) Act 1995 Section 28(1)

2. Recitals

- 2.1 By Clause 4.7 the Council's consent is required to the assignment of the Lease .
- 2.2 The Council has agreed to give consent to the assignment to the Assignee on condition that the Guarantor enters into this guarantee

3. Guarantor's Covenants .

In consideration of the Council's consent to the assignment the Guarantor covenants with the Council and without the need for any express assignment with all its successors in Title as set out in Clause 3

3.1 To Pay Observe and Perform

- 3.1.1 The Assignee shall punctually pay the rents and observe and perform the Covenants and other terms of the Lease throughout the Liability Period and if at any time during the Liability Period the Assignee shall make any default in payment of the rents or in observing or performing any of the covenants or other terms of the Lease the Guarantor will pay the rents and observe or perform the covenants or terms in respect of which the Assignee shall be in default and make good to the Council on demand and indemnify the Council against all losses damages costs and expenses arising or incurred by the Council as a result of such non-payment non-performance or non-observance notwithstanding

- 3.1.2 Any time or indulgence granted by the Council to the Assignee or any neglect or forbearance of the Council in enforcing the payment of the rents or the observance or performance of the covenants or other terms of the Lease or any refusal by the Council to accept rents tendered by or on behalf of the Assignee at a time when the Council was entitled (or would after the service of a Notice under the Law of Property Act 1925 Section 146 have been entitled) to re-enter the Premises
- 3.1.3 That the Terms of the Lease may have been varied by agreement between the Parties
- 3.1.4 That the Assignee shall have surrendered part of the Premises in which event the liability of the Guarantor under the Lease shall continue in respect of the part of the Premises not so surrendered after making any necessary apportionments under the Law of Property Act 1925 Section 140, and
- 3.1.5 Any other act or thing by which but for this provision the Guarantor would have been released

3.2 To Take Lease Following Disclaimer

If during the Liability Period the Assignee (being an individual) shall become bankrupt or (being a company) shall enter into liquidation and the trustee in bankruptcy or liquidator shall disclaim the Lease the Guarantor shall if the Council shall by Notice within 60 days after such disclaimer so require take from the Council a Lease of the Premises for the residue of the contractual term of the Lease which would have remained had there been no disclaimer at the rent then being paid under the Lease and subject to the same covenants and terms as in the Lease (except that the Guarantor shall not be required to procure that any other person is made a party to that Lease as Guarantor) such new Lease to take effect from the date of such disclaimer and in such case the Guarantor shall pay the costs of such new Lease and execute and deliver to the Council a counterpart of it

3.3 To Make Payments Following Disclaimer

If during the Liability Period the Lease shall be disclaimed and for any reason the Council does not require the Guarantor to accept a new Lease of the Premises in accordance with Clause 3.2 above the Guarantor shall pay to the Council on demand an amount equal to the difference between any money received by the Council for the use or occupation of the Premises and the rents in both cases for the period commencing with the date of such disclaimer and ending on whichever is the earlier of the following dates:

- 3.3.1 The date 6 months after such disclaimer and
- 3.3.2 The date (if any) upon which the Premises are re-let

Signed as a Deed by the said

[Name of Director]

DIRECTOR OF SOUTH LOUGHTON CRICKET CLUB LIMITED in the presence of:

Signed as a Deed by the said

[Name of Director]

DIRECTOR OF SOUTH LOUGHTON CRICKET CLUB LIMITED in the presence of:

DETAILS OF METHOD OF SEALING BY LOUGHTON TOWN COUNCIL TO BE ENTERED HERE

Agenda item 24

Financial Position – Current Financial Position

19/08/2026

Loughton Town Council Current Year

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Detailed Income & Expenditure by Budget Heading 19/08/2026

Month No: 5

Committee Report

	Actual Current Mth	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent
Recreation							
<u>Kingsley Hall</u>							
Hall hire only 2026/27	0	13,428	33,000	19,573			40.7%
Kingsley Hall :- Income	0	13,428	33,000	19,573			40.7%
Rates	109	550	1,512	962		962	36.4%
Water	0	163	820	657		657	19.8%
Electricity	0	323	1,040	717		717	31.0%
Gas	0	163	1,040	877		877	15.6%
Cleaning	0	2,696	7,500	4,804		4,804	35.9%
Building Maintenance	0	183	5,500	5,317		5,317	3.3%
Supplies & general expenses	0	62	300	238		238	20.6%
Refuse Collection	61	303	707	404		404	42.9%
Kingsley Hall :- Indirect Expenditure	170	4,442	18,419	13,977	0	13,977	24.1%
Net Income over Expenditure	(170)	8,985	14,581	5,596			
<u>The Murray Hall</u>							
General Income	0	307	550	243			55.9%
Comm Ctr site ECC re-charge	0	2,570	10,000	7,430			25.7%
Hall hire only 2024/25	383	383	0	(383)			0.0%
Hall hire only 2026/27	646	39,599	115,000	75,401			34.4%
The Murray Hall :- Income	1,029	42,859	125,550	82,691			34.1%
Salaries	1,858	9,818	29,000	19,182		19,182	33.9%
Tax and National Insurance	0	1,564	5,620	4,056		4,056	27.8%
Pensions	0	2,293	7,800	5,507		5,507	29.4%
Staff Travel	0	0	50	50		50	0.0%
Telephone (landline) & mobiles	17	231	1,770	1,539		1,539	13.1%
Licences	0	147	300	153		153	49.1%
General Expenses / Lease Hire	0	0	210	210		210	0.0%
Rates	400	2,002	6,760	4,758		4,758	29.6%
Water	0	295	1,300	1,005		1,005	22.7%
Electricity	0	2,048	18,000	15,952		15,952	11.4%
Gas	0	834	4,000	3,166		3,166	20.8%
Window cleaning	0	100	634	534		534	15.8%
Building Maintenance	0	2,595	12,480	9,885		9,885	20.8%
Supplies & general expenses	8	328	1,000	672		672	32.8%
Grounds Maintenance	0	915	2,575	1,660		1,660	35.5%
Refuse Collection	173	797	1,740	943		943	45.8%
Hygiene bin emptying	0	123	280	157		157	44.1%

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Financial Position – Current Financial Position /...continued

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Loughton Town Council Current Year

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Detailed Income & Expenditure by Budget Heading 19/08/2026

Month No: 5

Committee Report

	Actual Current Mth	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent
Furniture/ equipment	0	48	1,000	952		952	4.8%
Loan Repayments-Capital	0	17,850	72,300	54,450		54,450	24.7%
The Murray Hall :- Indirect Expenditure	2,456	41,988	166,819	124,831	0	124,831	25.2%
Net Income over Expenditure	(1,428)	871	(41,269)	(42,140)			
<u>Other Services (Rec)</u>							
Jessel Green - Community Event	0	9,801	8,000	(1,801)			122.5%
Other Services (Rec) :- Income	0	9,801	8,000	(1,801)			122.5%
Jessel Green -Community Event	0	14,752	16,000	1,248		1,248	92.2%
Play in the Park	0	0	860	860		860	0.0%
Defibrillators	0	587	0	(587)		(587)	0.0%
Other Services (Rec) :- Indirect Expenditure	0	15,339	16,860	1,521	0	1,521	91.0%
Net Income over Expenditure	0	(5,538)	(8,860)	(3,322)			
<u>Roding Valley Recreation Gnd</u>							
General Income	0	1,237	500	(737)			247.5%
Licence Fees	0	3,201	3,000	(201)			108.7%
Roding Valley Recreation Gnd :- Income	0	4,439	3,500	(939)			126.8%
Warden Equipment & Supplies	0	610	1,240	630		630	49.2%
Salaries	2,039	10,380	20,590	10,210		10,210	50.4%
Tax and National Insurance	0	2,680	5,720	3,040		3,040	46.9%
Pensions	0	979	3,300	2,321		2,321	29.7%
Staff Travel	67	256	350	94		94	73.2%
Staff Phones (mobile)	9	34	114	80		80	30.1%
Rates	70	350	2,340	1,990		1,990	14.9%
Water	0	0	300	300		300	0.0%
Building Maintenance	0	0	3,000	3,000		3,000	0.0%
Grounds Maintenance Contract	0	39,498	124,800	85,302		85,302	31.6%
Other works	0	1,350	7,581	6,231		6,231	17.8%
Dog Bin Emptying	56	298	632	334		334	47.2%
Tree wks/supplies	0	0	5,200	5,200		5,200	0.0%
Gate Security	0	4,325	10,950	6,625		6,625	39.5%
Improvement works RVRG	0	0	1,000	1,000		1,000	0.0%
Van Recharge	0	0	8,100	8,100		8,100	0.0%
Roding Valley Recreation Gnd :- Indirect Expenditure	2,241	60,760	195,217	134,457	0	134,457	31.1%
Net Income over Expenditure	(2,241)	(56,321)	(191,717)	(135,396)			

Agenda item 24

Financial Position – Current Financial Position /...continued

19/08/2026

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Detailed Income & Expenditure by Budget Heading 19/08/2026

Month No: 5

Committee Report

	Actual Current Mth	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent
<u>Open Spaces</u>							
General Income	0	0	175	175			0.0%
Licence Fees	0	134	0	(134)			0.0%
Open Spaces :- Income	0	134	175	41			76.5%
Salaries	816	4,152	8,030	3,878		3,878	51.7%
Tax and National Insurance	0	1,072	2,163	1,091		1,091	49.6%
Pensions	0	392	1,320	928		928	29.7%
Staff Travel	27	102	130	28		28	78.8%
Other works	0	180	2,000	1,820		1,820	9.0%
Tree wks/supplies	0	0	3,000	3,000		3,000	0.0%
Lindens	0	363	1,352	989		989	26.8%
Kings Green	0	227	824	597		597	27.5%
Standard Green	0	45	160	115		115	28.4%
Hillyfields	0	181	1,560	1,379		1,379	11.6%
Land adj WRd allotments	0	0	936	936		936	0.0%
Memorial Rose Garden	0	660	1,872	1,212		1,212	35.3%
Van Recharge	0	0	3,241	3,241		3,241	0.0%
Open Spaces :- Indirect Expenditure	842	7,374	26,588	19,214	0	19,214	27.7%
Net Income over Expenditure	(842)	(7,240)	(26,413)	(19,173)			
<u>Playgrounds</u>							
Salaries	1,223	6,228	11,960	5,732		5,732	52.1%
Tax and National Insurance	0	1,608	3,243	1,635		1,635	49.6%
Pensions	0	587	1,978	1,391		1,391	29.7%
Staff Travel	40	154	150	(4)		(4)	102.5%
Roding Valley Rec plgd	0	0	1,700	1,700		1,700	0.0%
Felstead Road plgd	0	0	2,000	2,000		2,000	0.0%
Traps Hill plgd	0	0	1,924	1,924		1,924	0.0%
Felsted Road-Grass Cutting	0	45	146	101		101	31.1%
Annual Playgrounds Report	0	944	2,080	1,136		1,136	45.4%
Playgrounds general maintenanc	0	0	1,000	1,000		1,000	0.0%
Colebrook Lane plgd	0	0	3,100	3,100		3,100	0.0%
Newmans Lane plgd	0	0	2,600	2,600		2,600	0.0%
Hillyfields Road plgd	0	0	536	536		536	0.0%
Oakwood Hill (aka Monksg	0	0	500	500		500	0.0%
Westall Road plgd	0	0	1,607	1,607		1,607	0.0%
Outdoor gyms	0	176	1,000	824		824	17.6%
Van Recharge	0	0	4,862	4,862		4,862	0.0%
Playgrounds :- Indirect Expenditure	1,264	9,742	40,386	30,644	0	30,644	24.1%
Net Expenditure	(1,264)	(9,742)	(40,386)	(30,644)			

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Financial Position – Current Financial Position /...continued

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Loughton Town Council Current Year

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Detailed Income & Expenditure by Budget Heading 19/08/2026

Month No: 5

Committee Report

	Actual Current Mth	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent
<u>Will. Rd. Playing Field</u>							
Rates	41	210	1,000	790		790	21.0%
Water	0	36	180	144		144	19.9%
Electricity	0	84	400	316		316	21.0%
Building Maintenance	0	0	1,000	1,000		1,000	0.0%
Other works	0	0	2,000	2,000		2,000	0.0%
Grass Cutting	0	1,338	4,200	2,862		2,862	31.9%
Hedge Cutting	0	533	1,664	1,131		1,131	32.0%
Car Park Grass Area	0	259	800	541		541	32.4%
Pitch Marking	0	0	1,000	1,000		1,000	0.0%
Dog Bin Emptying	28	149	354	205		205	42.1%
Tree wks/supplies	0	0	6,000	6,000		6,000	0.0%
Will. Rd. Playing Field :- Indirect Expenditure	69	2,609	18,598	15,989	0	15,989	14.0%
Net Expenditure	(69)	(2,609)	(18,598)	(15,989)			
Recreation :- Income	1,029	70,660	170,225	99,565			41.5%
Expenditure	7,042	142,254	482,887	340,633	0	340,633	29.5%
Movement to/(from) Gen Reserve	(6,013)	(71,594)	(312,662)	(241,068)			
Grand Totals:- Income	1,029	70,660	170,225	99,565			41.5%
Expenditure	7,042	142,254	482,887	340,633	0	340,633	29.5%
Net Income over Expenditure	(6,013)	(71,594)	(312,662)	(241,068)			
Movement to/(from) Gen Reserve	(6,013)	(71,594)	(312,662)	(241,068)			

Agenda item 24
Financial Position – Earmarked Reserves

EARMARKED RESERVES - RECREATION COMMITTEE

A summary of the Committee's reserves showing the amounts available as of 30 April 2026, is provided below

Schedule of Earmarked Reserves		Amount
Hillyfields Maintenance	£	7,600.00
Roding Valley Recreation Ground Changing Rooms	£	24,150.00
Roding Valley Recreation Group pathways	£	24,500.00
Playgrounds	£	24,500.00
Solar Panels for Murray Hall	£	21,000.00
Speed Indicator	£	2,000.00
Fencing	£	5,000.00
Tree Works	£	10,000.00
	£	118,750.00