

# BOVEY TRACEY TOWN COUNCIL

TOWN HALL • BOVEY TRACEY • NEWTON ABBOT • DEVON TQ13 9EG  
Tel: 01626 834217 • E-mail: [info@boveytracey.gov.uk](mailto:info@boveytracey.gov.uk) • [www.boveytracey.gov.uk](http://www.boveytracey.gov.uk)  
Office hours: 10.30am - 12.30pm Mon. Wed. & Fri.

13<sup>th</sup> February 2018

To Members of the Planning Committee

Cllrs Evans (Chairman), Ms Blair (Deputy Chairman), Mrs Kerswell (Ex Officio),  
Arnold, Ashby, Bray & Kelly.

Cc All other Members of the Council for information.

Dear Councillor,

You are hereby summoned to attend a meeting of the Planning Committee which will be held in the Council Chamber, Town Hall, Bovey Tracey on Monday 19th February 2018 at 6.15pm for the purpose of transacting the business as set out on the agenda below.

## AGENDA

Interests to be declared: In accordance with the Code of Conduct, Members are invited to declare any personal or disclosable pecuniary interests, including the nature and extent of such interests they may have in items to be considered at this meeting. Members are also reminded that any change to their Declaration of Interests must be notified to the Monitoring Officer at Teignbridge District Council within 28 days of the change.

### Previous Minutes:

Approved minutes of the previous meeting are available on the Town Council's website ([www.boveytracey.gov.uk](http://www.boveytracey.gov.uk)) for inspection. If a paper copy is required, these can be collected, on request, from the Town Council's offices during office hours, prior to the meeting.

PL.18/13 Apologies for absence:

### \*\*Public Participation:

The Committee, at the Chairman's discretion, sets aside a short period of time at the commencement of the meeting when the public can ask questions or make statements regarding agenda items.

PL.18/14 Consideration of Planning Applications:

TDC Applications listed to 2.2.18:

- a) 18/00252/TPO Crown reduce one horse chestnut in area A2 by up to 3 metres and crown lift to 5 metres above ground level at Loughten, Brimley Grange for Mr S Arnold

DNPA Applications listed to 2.2.18: None

TDC Applications listed to 9.2.18:

- b) 18/00268/FUL Erection of one dwelling and two flats at garages at Heath Hill, Heathfield for Mr C Pike, Teign Housing.
- c) 18/00280/FUL Construction of additional steel frame building to be used as garage at Varitech, Fairfax Road for Mr Scott.

- d) 18/00305/FUL Single storey extension at The Old Stable, Little Bovey Barns for Mr Hodgins.

PL.18/15 Planning Decisions:

Approvals:

a) TDC:

i) Single storey extension to front to replace existing structures to provide garage and utility area with a new porch and side extension. Extension to roof to include additional rooflights and provision of balcony on rear elevation. Widening of existing access at Hermitage, Bradley Road. (N/O)

b) DNPA:

i) Installation of two timber framed interpretation boards at land at Pullabrook and Houndtor Woods. (N/O)

*The Town Council's submitted observations: No objections - N/O. Objection - O.*

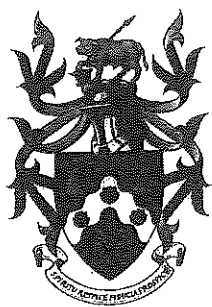
PL.18/16 Bovey Parish Neighbourhood Plan 2019:

To receive a verbal update from the Chairman of the Steering Group.

PL.18/17 General Planning Matters brought forward by Councillors:  
(For information only).

SIGNED .....  
M WELLS  
TOWN CLERK

DATE 13/02/18 .....



# BOVEY TRACEY TOWN COUNCIL

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Office hours: 10.30am - 12.30pm Mon. Wed. & Fri.

13<sup>th</sup> February 2018

To Members of the Recreation, Parks & Property Committee

Cllrs Kelly (Chairman), Elphick (Deputy Chairman), Mrs Kerswell (Ex Officio), Allen, Arnold, Bray & Robillard.

Cc All other members of the Council for information.

Dear Councillor,

You are hereby summoned to attend a meeting of the Recreation, Parks & Property (RP&P) Committee which will be held in the Council Chamber, Town Hall, Bovey Tracey on Monday 19<sup>th</sup> February 2018 at 7pm for the purpose of transacting the business as set out below.

## AGENDA

Interest to be declared: In accordance with the Code of Conduct, Members are invited to declare any personal or disclosable pecuniary interests, including the nature and extent of such interests, they may have in items to be considered at this meeting. Members are also reminded that any change to their Declaration of Interests must be notified to the Monitoring Officer at Teignbridge District Council within 28 days of the change.

### Public Participation:

Members of the public will be given an opportunity to address Councillors present at this meeting regarding agenda items, at the discretion of the Chairman.

### Previous Minutes:

Approved minutes of the previous meeting are available on the Town Council's website ([www.boveytracey.gov.uk](http://www.boveytracey.gov.uk)) for inspection. If a paper copy is required, this can be collected, on request, from the Town Council's offices during office hours, prior to the meeting.

### RP&P.18/01 Apologies for Absence:

#### \*\*Public Participation:

The Committee, at the Chairman's discretion, sets aside a short period of time at the commencement of the meeting when the public can ask questions or make statements regarding agenda items.

### RP&P.18/02 Minutes:

To agree as a correct record and approve the minutes of the meeting of 11<sup>th</sup> December 2017 (\*copy enclosed).

### RP&P.18/03 Bovey Tracey Lawn Tennis Club (BTLTC) - Sponsorship Boards:

To consider a request from BTLTC to erect sponsorship boards. The Committee Chair will provide further information following a site visit with representatives of BTLTC.

### RP&P.18/04 Voluntary First Registration of Recreation Ground, Bovey Tracey:

To consider voluntarily registering the Recreation Ground title with Land Registry.

### RP&P.18/05 St John's Lane Car Park - Bovey Tracey Activities Trust (BTAT):

To consider a request from Bovey Tracey Activities Trust members to have use of up to 14 parking spaces at St John's Lane Car Park on Wednesday mornings

up to 31<sup>st</sup> March 2019, on the understanding that certain dates may not allow this.

RP&P.18/06 Bovey Tracey Carnival Activities - Mill Marsh Park:

To consider a request from the Carnival Committee secretary to use Mill Marsh Park on 28<sup>th</sup> July (Picnic in the Park) and 5<sup>th</sup> August (Sunday Funday).

RP&P.18/07 Historic Vehicle Rally, Mill Marsh Park:

To consider a request from the Historic Transport Club to hold the 40<sup>th</sup> Historic Rally in Mill Marsh Park on the weekend of 14<sup>th</sup> and 15<sup>th</sup> July 2018.

RP&P.18/08 Funlands Funfair - Mill Marsh Park:

To consider a request from Funlands Funfair to bring their fair to Mill Marsh Park to coincide with Bovey Tracey Carnival from 22<sup>nd</sup> July to 5<sup>th</sup> August 2018 (operating on 28<sup>th</sup> and 29<sup>th</sup> July and 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> & 5<sup>th</sup> August). Funlands Funfair wish to stay on the park for a further one week (non-operational) following Carnival Week for a suggested fee of £100.00.

RP&P.18/09 Asset Register - Annual Review:

To review the inventory of land and assets including buildings and office equipment (\*copy enclosed).

RP&P.18/10 Lease - Swimming Pool - Recreation Ground:

- i) To consider a draft lease (\*copy enclosed) which, if approved, will formalise the arrangement which was intended to be put in place in 2003.
- ii) If approved, consider a recommendation to Full Council authorising the Chairman and Town Clerk to sign the lease on behalf of the Council.

RP&P.18/11 Bovey Tracey Cricket Club (BTCC) - Recreation Ground):

To consider the following two requests from BTCC:

- i) Permission to insert a ground socket to provide a sight screen (\*copy enclosed).
- ii) Permission to erect a sign at the entrance to the Recreation Ground on match days (\*copy enclosed).

RP&P.18/12 Brimley Field - Bovey Tracey:

To receive correspondence dated 7<sup>th</sup> February from the Council's appointed agent (\*copy enclosed) and consider a response.

RP&P.18/13 Community Centre Development - Site of the Old Thatched Inn:

To receive a verbal update at the meeting.

RP&P.18/14 South West in Bloom Competition 2018:

To consider entering Bovey Tracey town into the Pennant Category of the South West in Bloom 2018 Competition.

RP&P.18/15 Tree Works - Mill Marsh Park:

To consider the removal of two trees in Mill Marsh Park. The Town Clerk will provide an update at the meeting.

RP&P.18/16 Matters brought forward by the Town Clerk & Councillors: (for information)

\*Copies of correspondence circulated to Councillors with this agenda, which will be considered at the meeting.

SIGNED



DATE

13/02/18

M WELLS  
TOWN CLERK

RECREATION, PARKS & PROPERTY COMMITTEE HELD IN THE COUNCIL CHAMBER  
ON MONDAY 11<sup>TH</sup> DECEMBER 2017 AT 7pm.

Present:

The Deputy Town Mayor, Cllr Ms J H Blair

Cllr A Allen	Cllr E Kelly
Cllr R J Ashby	Cllr S P Leigh
Cllr D K Elphick	Cllr Ms C O Richardson
Cllr M J Evans	Cllr C W Robillard
Cllr G J Gribble**/*	Cllr M Tregoning

\*\*County Cllr

\*District Cllr

In attendance:

Mr M Wells - Town Clerk  
Mrs L Warren  
One member of the press  
One member of the public

The meeting was chaired by Cllr Kelly

Cllr Gribble declared an interest in RP&P.17/17, 17/81, 17/85, 17/86, 17/88, 17/89.  
Cllr Leigh declared an interest in RP&P.17/81.

RP&P.17/77 Apologies for Absence:

Cllr U Arnold (Leave)  
Cllr R A Bray (Leave)  
Cllr Mrs A J Kerswell\* (Attending a civic function)

\*\*Public Participation:

Mr L Calder referred to item RP&P.17/80 (Dog Control Measures - Recreation Ground) and noted that the survey results had opposed a total ban of dogs at the Recreation Ground. He stated that he hoped the Town Council would adhere to the wishes of the majority and allow dogs on leads to continue to be exercised in the Recreation Ground.

RP&P.17/78 Consideration of minutes of previous meeting held on 16.10.17: Noted.

RP&P.17/79 Bovey Tracey Lawn Tennis Club (BTLT) - Lease:

Members noted a breach of lease terms by encroachment from the demised premises in relation to the erection of a cover on the rear court. The Town Clerk provided an update and explained that the rear court cover had been moved to minimise overshadowing of the bowling green. Councillors considered that this was acceptable. The Town Clerk advised that title deeds are being obtained before further action being considered at a future meeting.

RP&P.17/80 Dog Control Measures - Recreation Ground:

Consideration was given to a summary of the consultation results (\*copy previously circulated). Following discussion it was

Resolved:

To allow dogs to continue to be exercised in the Recreation Ground providing they are on leads. To progress the request for inclusion in any TDC Public Space Protection Order (PSPO) to this effect. If this is not adhered to, a ban of dogs would be considered.



RP&P.17/81 Lease - Football Club & Surrounding Patio Area - Recreation Ground:

i) Consideration was given to a draft lease (*\*copy previously circulated*) which will surrender the implied equitable tenancy.

Resolved:

To accept the draft lease.

ii) Consideration was given to a recommendation to Full Council authorising the Town Mayor and Town Clerk to sign the lease on behalf of the Council.

Resolved:

To recommend to Full Council authorisation for the Town Mayor and Town Clerk to sign the lease.

RP&P.17/82 Use of Bullands Field - Devon Sharks:

Consideration was given to a request from Devon Sharks RLFC to extend the period of use of Bullands Field.

Resolved:

To renew the agreement for the Devon Sharks RLFC to extend the period of use of Bullands Field.

RP&P.17/83 Christmas & New Year Arrangements:

Members noted that the office will close at 1.00pm on 22<sup>nd</sup> December 2017 and will re-open on 2<sup>nd</sup> January 2018. The Town Clerk will be available to deal with any urgent matters that may arise during the closed period.

RP&P.17/84 Young Citizen of the Year Award 2018:

Consideration was given to holding the Young Citizen of the Year Award for 2018 (as per the format for 2017). If agreed, to appoint a lead Councillor to undertake the process.

Resolved:

To hold a Young Citizen of the Year Award 2018 and to appoint Cllr Ms Blair to undertake the process.

RP&P.17/85 Highways Grass Cutting - 2018/19:

Consideration was given to a response to correspondence from Devon County Council (*\*copy circulated at the meeting*) in relation to highway verge grass cutting for 2018/19. Members noted the increase in allocation.

Resolved:

To thank DCC and confirm the Town Council's acceptance to continue with the procurement and delivery of urban grass cutting within the parish.

RP&P.17/86 Bovey Tracey Lawn Tennis Club (BTLT) - Sponsorship Boards:

Consideration was given to a request from BTLT to erect sponsorship boards (*\*copy plan previously circulated*). A discussion took place.

Resolved:

To arrange a meeting with Cllr Kelly, the Town Clerk and representatives of BTLT to discuss the matter.

**RP&P.17/87 Community Centre Building:**

Members noted the previous minutes of the Community Centre Steering Group meeting held on 26.10.17 (*\*copy previously circulated*). It was noted that Cllr Mrs Kerswell had attended the meeting. The Town Clerk confirmed that further information is awaited from the Architects before submitting a capital contribution request to TDC. He advised that a funding application to the Greater Dartmoor Leaf Programme should be submitted shortly.

*Two members of the public joined the meeting at 7.37pm.*

**RP&P.17/88 Teignbridge District Council's (TDC) Litter Prevention Campaign:**

Members noted campaign information and sample signs (*\*copy previously circulated*) and considered appropriate locations for the display of campaign materials. It was agreed that the signs should be displayed in the Pottery Road and roundabout area, skate park, recreation ground areas, shops, car parks and noticeboards.

**RP&P.17/89 Primary School Provision:**

Members noted correspondence from Devon County Council (*\*copy previously circulated*) and considered any further action. A discussion took place.

**Resolved:**

To acknowledge the letter, confirming that the Town Council look forward to continued co-operation whilst examining the suggested levels of Community Infrastructure Levy (CIL) being inadequate to deliver additional places arising from development. It was noted that a further meeting will be scheduled in January with TDC officers to discuss the CIL element.

*Two members of the public joined the meeting at 7.50pm.*

**RP&P.17/90 Cemetery - Coombe Lane, Bovey Tracey:**

Consideration was given to a request from the owners of Coombe Park, Coombe Lane, Bovey Tracey to demolish and rebuild a small corner section of the Cemetery boundary wall to improve access for development. A discussion took place.

**Resolved:**

To decline the request.

**RP&P.17/91 Matters brought forward by the Town Clerk & Councillors: (*for information*)**

Cllr Ms Richardson thanked Cllr Kerswell, the Town Clerk and all those who assisted and attended the Christmas Lights Switch-On Event on 2<sup>nd</sup> December.

Cllr Robillard advised that a Twinning Association meeting had taken place on 8<sup>th</sup> December. A further meeting is planned for January and an event will be arranged to take place in March.

Cllr Ms Blair advised that some TDC car parks allow 30 minutes free parking and she enquired if this could be introduced here. It was noted that TDC Cllr Mrs Morgan was progressing this. The Town Clerk will contact Cllr Mrs Morgan for an update.

Cllr Allen advised that Cllr Mrs Kerswell together with the Chairman of Hennock Parish Council had attended a joint event at Chudleigh Knighton Heath for the opening ceremony of the WW2 interpretation board. A photograph and article had appeared in the local press. He suggested that a joint press release could be made.

Cllr Kelly advised that a meeting of the Neighbourhood Development Plan Steering Group will take place on 14<sup>th</sup> December.

The meeting closed at 8pm.



## BOVEY TRACEY TOWN COUNCIL - ASSET REGISTER - FEBRUARY 2018

This register contains listings for items of £250 and above. The exception to this is land, which the Council is advised to value in the Asset Register as a 'Community Asset' at £1 for each plot.  
The methods of valuation used below are:  
P=Proxy A = Actual

A	B	C	D	E	F	G	H	I
Category	Description	Date Acquired	Method of valuation	Purchase Price	Actual sum insured (eg includes replacement/ installation costs circa +20%)	Figure filed in Annual Return	Location	Comments
Buildings	Town Hall	2000	P	£ 800.00	£ 112,241.00	£ 1.00	Town Hall Place	Leasehold disposed on 26th January 2015.
5	Old Station Building	Pre 2014	P	£	£ 107,079.00	£ 105,606.00	Heritage Centre, St Johns Lane	Contingency cover for reinstatement if leaseholder cover fails.
6	Cemetery Outbuildings	Pre 2014	P	£	£ 11,850.00	£ 11,149.00	Coombe Lane	
7	Roundabout Sculpture	Pre 2014	P	£	£ 25,141.00	£ 23,655.00	Station Road Roundabout	
8	War Memorial	Pre 2014	P	£	£ 22,092.00	£ 20,730.00	Town Hall Place	
9	2 Port-a-cabin	Pre 2014	P	£	£ 17,410.00	£ 16,380.00	Sparkworld Land, Heathfield	
10	GWR Brake Van	Pre 2014	A	£ 8,500.00	£ 14,799.00	£ 13,868.00	Heritage Centre, St Johns Lane	
11	46 Telephone Kiosk (x3)	Various	P	£ 1.00	£ 8,341.50	£ 5,180.00	Town Hall Place, Bovey Tracey	
12	Public Conveniences	Pre 2014	P	£ 1.00	£ 33,275.00	£ 50,795.00	Recreation Ground	Opposite Old School in Heathfield added in 2017
13								
Outside Equipment	Street Furniture & Fixings (including 6 bus shelters and Granite Trough)	Various	P	£	£ 84,509.00	£ 79,512.00	Around Parish (Bus Shelters = New Park x 2, Brimley x 1, Heathfield x 2 & Coombe Cross x 1)	
14	Walls, Gates & Fences	Various	P	£	£ 238,412.00	£ 222,359.00	Around Parish	
15	Play Ground Equipment and Surfaces	Various	A	£ 19,220	£ 23,618.00	£ 22,000.00	Mill Marsh Park & Recreation Ground	
16	Outdoor Gym Equipment	Pre 2014	A	£ 3,000	£ 3,189.00	£ 3,013.00	Mill Marsh Park, Bovey Tracey	
17	Heritage Trail Mosais (x10)	Pre 2014	A	£	£ 91,024.40	£ 91,024.00	Around Parish	
18	State Park	2014	A	£	£ 126,982.00	£ 126,982.00	Mill Marsh Park, Bovey Tracey	
19	Machinery/Plant/Tools & all other contents including photocopier	Various	P	£	£ 37,368.00	£ 21,599.00	Town Hall/Cemetery	
20	Long Handled Silt/Hedge Trimmer HL94 LE	Jul-05	A	£	£ 500.00	£ 500.00	Groundsman Store, Town Hall	Added 2017
21								
22								
Miscellaneous	Civic Regalia		P	£	£ 10,986.00	£ 10,636.00	Town Mayor & Deputy Town Mayor	2 x mayoral Chains, 1 x Deputy Mayoral Chains, 1 x Mayor Consul Chain, 1 x Lord of the Manor
23	Bovey Tracey Coat of Arms	1999/2000	A	£ 9,815.00	£ 10,138.00	£ 9,815.00	Council Chamber, Town Hall	
24	CCTV Equipment	2003/2004	A	£ 11,255.00	£ 22,964.00	£ 22,233.00	Town Clerk's Office, Town Hall	
25	Community Notice Boards x 2	2018	A	£1,722.58	£1,722.58	£1,722.58	Town Hall and Fountain Court	Added 2018 - Grant funded.
26	Vehicle Activated Speed Warning Sign + 2 batteries	2018	A	£2,571.26	£2,571.26	£2,571.26	Le Molay-Littry Way	Added 2018 - Grant funded.
27								
28								
Contents	Town Hall	Various	P	£	£ 35,997.00	£ 3,191.00	Town Hall, Town Hall Place	
29	Beta Einbroedery	Pre 2014	P	£	£ 3,296.00	£ 3,191.00	Council Chamber, Town Hall	
30	Dell Inspiron 13 5000 Series Laptop	Jul-05	A	£650.00	£650.00	£650.00	Town Council Office, Town Hall	Added 2017
31								
32								
Land	Recreation Ground	Pre 2014	P	£	£ 1.00	£ -	Newton Road, Bovey Tracey	
33	Mill Marsh Park	Pre 2014	P	£	£ 1.00	£ -	Station Road, Bovey Tracey	
34	Billiards Field	Pre 2014	P	£	£ 1.00	£ -	Monks Way, Bovey Tracey	
35	Cross Park Allotments	Pre 2014	P	£	£ 1.00	£ -	Furzeleigh Lane, Bovey Tracey	
36	Indio Road	Pre 2014	P	£	£ 1.00	£ -	Bovey Tracey	
37	Community Land	Pre 2014	P	£	£ 1.00	£ -	South of Le Molay Littry Way	
38	Cemetery	Pre 2014	P	£	£ 1.00	£ -	Coombe Lane, Bovey Tracey	
39	Open Space	Pre 2014	P	£	£ 1.00	£ -	Rendells Meadow, Bovey Tracey	
40	Roadside Devon Bank	Pre 2014	P	£	£ 1.00	£ -	Le Molay Littry Way	
41	Open Space	Pre 2014	P	£	£ 1.00	£ -	The Oaks, Bovey Tracey	
42	Staddons Orchard	Pre 2014	P	£	£ 1.00	£ -	Furzeleigh Lane, Bovey Tracey	
43	Brimley Field	Pre 2014	P	£	£ 1.00	£ -	Brimley Vale, Bovey Tracey	
44	Land retained around War Memorial/Town Hall	Pre 2014	P	£	£ 1.00	£ -	Around War Memorial/Town Hall	
45	Old Thatched Inn	2010	A	£ 95,000.00	£	£ -	Station Road, Bovey Tracey	
46	Open Space	Pre 2014	P	£	£ 1.00	£ -	Adjacent to St Catherine's School, Heathfield	
47								
48								
49								
50								
51								
52								

2015/16 Section 9 - Annual Return - £745,401

2016/17 Section 9 - Annual Return - £745,401

2017/18 Section 9 - Annual Return - £745,401 + Additions (See Lines 11, 21, 26, 27, 31)



[illegible]

Travelling Draft - Amended 7.04.03.

DATED

2002

BOVEY TRACEY TOWN COUNCIL

and

[ ]  
(As Trustees of The Bovey Tracey Swimming Pool Association)

---

**LEASE**

relating to  
Premises known as  
The Swimming Pool at Bovey Tracey Devonshire

---

Woollicombe Beer Watts  
County Chambers  
75 Queen Street  
EXETER  
Devon Ex4 3RX

(Ref: RSC)

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### PARTICULARS

LANDLORD : BOVEY TRACEY TOWN COUNCIL of The  
Town Hall Bovey Tracey Devon TQ13  
9EG

TENANT : [ ]  
[of ]  
as trustees of the Bovey Tracey  
Swimming Pool Association

DEMISED PREMISES : as more particularly described in Part I of  
the First Schedule hereto

TERM COMMENCEMENT DATE : 2003 \*

LENGTH OF TERM : 50 years

INITIAL RENT : Ten pounds (£10.00) per annum exclusive

RENT COMMENCEMENT DATE : 2003 #

RENT REVIEW DATES : Every 5 years

There is no agreement pursuant to which this Lease is made

**THIS LEASE** made the                      day of                      Two  
thousand and ~~two~~ *three*

**PARTIES**

- (1) The Landlord named in the Particulars (the "Landlord"); and
- (2) The Tenant named in the Particulars (the "Tenant")

**WITNESSES as follows:**

**1. DEFINITIONS**

In this Lease, unless the context requires otherwise:

**"Act"**

means any Act of Parliament (including any consolidation, amendment of re-enactment of it) and any subordinate legislation, regulation, or bye-law made under it;

**"the Common Parts"**

means all service roads, service areas, fire escapes, boundary structures and other areas, plant, equipment and other features and facilities not demised exclusively to any tenant and available for use by the Tenant in common with others;

**"Conducting Media"**

means gutters, pipes, wires, cables, sewers, ducts, drains, mains, channels, conduits, flues and any other medium for the transmission of Supplies;

**"the Demised Premises"**

means the premises (and each and every part of them) described in Part I of the First Schedule;

**"the Insured Risks"**

means such of the risks of fire, (including lightning) explosion, storm, tempest, flood, burst pipes, impact and (in peacetime) aircraft and any articles dropped from aircraft, riot, civil commotion, and malicious damage for which cover at the time the insurance is effected is generally available on normal commercial terms, and such other risks against which the Landlord from time to time reasonably insures;

**"this Lease"**

means this deed (whether it be a lease or an underlease) and any licence, deed or other document supplemental to it;

**"the Plan"**

means the plan annexed to this Lease;

**"Supplies"**

means water, steam, gas, air, soil, electricity, telephone, heating, telecommunications, data communications and other like supplies;

**"the Term"**

means the term of years granted by this Lease [(including where applicable any extension of such term under any Act or otherwise)];

**"the Termination Date"**

means the expiration of the date of the Term (however arising);

**"VAT"**

means value added tax or any similar tax from time to time replacing it or performing a similar fiscal function;

**"VAT Supply"**

has the meaning which "supply" has for the purpose of the Value Added Tax Act 1994.

**2. INTERPRETATION**

In this Lease:

- 2.1 The clause headings shall not affect its construction.
- 2.2 Words respectively denoting the singular include the plural and vice versa and one gender include each and all genders.
- 2.3 Obligations owed by or to more than one person are owed by or to them jointly and severally.
- 2.4 **"the Landlord"** includes the person entitled to the reversion expectant on this Lease; and **"the Tenant"** includes the successors in title and persons deriving title under the original Tenant, and the "Landlord's surveyor" may be an employee of the Landlord or of an associated company of the Landlord



- 2.5 An obligation not to do or omit to do something includes an obligation not to suffer or permit the doing or omission (as appropriate) of that thing.
- 2.6 A reference to an act or omission of the Tenant includes reference to an act or omission of any person having the Tenant's express or implied authority.
- 2.7 Any sums payable by reference to a year or any other period shall be payable proportionately for any fraction of a year or other period (as appropriate). Apportionments of rents will be computed using the method set out at paragraphs K2.6.4-K2.6.6 of the Law Society's Conveyancing Handbook 2001. If apportionment on that basis is impossible, the method set out in paragraph K2.6.8 of the above Handbook will be used.
- 2.8 The Tenant shall, if and as required in writing by the Landlord;
- 2.8.1 pay all rents reserved by this Lease by electronic transfer using Bankers Automated Credit System (or similar system from time to time available); or
- 2.8.2 pay the rent first reserved by this Lease, and any VAT on that rent, by Bankers' standing order;
- in either case to such bank account in the United Kingdom as is notified in writing by the Landlord to the Tenant. Otherwise, all sums payable by the Tenant under this Lease must be paid in sterling through (or by cheque drawn on) a clearing bank in the United Kingdom.
- 2.9 Reference to a fair proportion of a sum is reference to such fair and reasonable proportion of that sum as determined by the Landlord's surveyor (whose decision except in case of manifest error will be binding on the parties).
- 2.10 Rights of entry reserved to the Landlord (whether under clause 4 or under Part III of the First Schedule) may also be exercised by those authorised by him (and where appropriate with plant and equipment) but shall (save in emergency or in case of default by the Tenant) only be exercised pursuant to 24 hours' prior notice; and as little inconvenience and

disturbance and reasonably practicable shall be caused; and all damage caused to the Demised Premises shall be made good.

### **3. DEMISE, TERM AND RENT**

3.1 The Landlord demises to the Tenant the Demised Premises TOGETHER with the rights specified in Part II of the First Schedule EXCEPT AND RESERVING to the Landlord and those authorised by it the rights specified in Part III of the First Schedule TO HOLD for a term of <sup>50</sup>~~25~~ years commencing on the [ ] day of [ ] Two thousand and [ ] and expiring on the [ ] day of [ ] Two thousand and

3.2 the Tenant shall pay the following sums, which are reserved as rent:

3.2.1 FIRSTLY during the Term, yearly, the rent of Ten pounds (£10.00). Such rent shall be payable annually in advance on the [

] day of [ ] in every year without any deduction or set off. The first payment shall be for the period commencing on (and to be paid on) the [ ] day of [ ] Two thousand and and ending on the day prior to the next date when the rent becomes due;

3.2.2 SECONDLY, all interest due under clause 4.23; and

3.2.3 THIRDLY, the sums due under clause 4.24 (so far as they relate to the rents above reserved).

### **4. TENANT'S COVENANTS**

THE TENANT COVENANTS with the Landlord at all times during the Term;

#### **4.1 To pay rents**

To pay the rents reserved by this Lease immediately they become due without deduction or set off.

#### **4.2 To pay outgoings**

To pay all rates, taxes, duties, charges, assessments, impositions and outgoings ("levies") whatsoever whether parliamentary, local or otherwise charged upon the Demised Premises or upon their owner or occupier; and all fair proportions of any levies (except income tax on the rents reserved properly payable by the Landlord and any levy occasioned by any dealing with the reversion immediately expectant on this Lease).

**4.3 Comply with Acts**

- 4.3.1 To execute all works and provide and maintain all arrangements required (whether of the lessor or the lessee) under any Act on or in respect of the Demised Premises or their use.
- 4.3.2 Not to do or omit in or about the Demised Premises anything which may cause the Landlord to become liable to pay any penalty, damages, compensation, costs or charges.

**4.4 Repair**

- 4.4.1 To keep the Demised Premises including without limitation all plant and machinery in it in good and substantial repair and good working order.
- 4.4.2 To replace by new articles of similar kind and quality any fixtures, fittings, plant, or equipment (other than Tenant or Trade fixtures and fittings) upon the Demised Premises which are in need of replacement.
- 4.4.3 Damage by any of the Insured Risks is excepted from the Tenant's obligation under sub-clauses 4.4.1 and 4.4.2 save to the extent that payment of the whole or part of the insurance moneys is refused in consequence of some act or default of or suffered by the Tenant.
- 4.4.4 At the Termination Date to yield up the Demised Premises (having removed all Tenant's and Trade fixtures and made good all damage caused in such removal) in the state of repair and working order above referred to.

**4.5 To keep clean and tidy**

Not to store any rubbish on the Demised Premises other than in receptacles within the area (if any) provided for them and so often as desirable and at least once a fortnight to remove all rubbish.



4.6 **Decoration**

- 4.6.1 During every fifth year of the Term or at more frequent intervals as shall be deemed fit and in the year immediately before the Termination Date as to both exterior and interior appropriately to decorate the Demised Premises; and
- 4.6.2 As often as necessary, and in the year immediately before the Termination Date, thoroughly to wash, brush down, restore and repoint the stonework, brickwork and other exterior surfaces of the Demised Premises; and
- 4.6.3 All these works are to be carried out in a proper and workmanlike manner, to the reasonable satisfaction of the Landlord, and in the case of works carried out in the year immediately before the Termination Date, to the approval of the Landlord as to colour and appearance.

4.7 **To permit the Landlord to enter to view and repair in default**

To permit the Landlord to enter and view the condition of the Demised Premises. If the Landlord serves on the Tenant or leaves on the Demised Premises notice in writing requiring that any repairs or other works or matters for which the Tenant is liable be undertaken, and the Tenant does not within two months following such notice (or sooner if requisite) fully comply with its requirements, the Landlord may enter the Demised Premises and do everything necessary to comply with such notice. All costs incurred by the Landlord in so doing shall be repaid by the Tenant as a debt on demand. Any such entry is without prejudice to the Landlord's right under clause 6.1

4.8 **Alterations**

- 4.8.1 Not to construct on the Demised Premises any new building or structure or make any structural or external alteration or addition in or to the Demised Premises *without the prior written approval of and in accordance with drawings and specifications approved by the Landlord*
- 4.8.2 Not otherwise to alter the Demised Premises without the prior written approval of and in accordance with drawings and specifications approved by the Landlord (such approvals not to *be unreasonably withheld or delayed*).

be unreasonably withheld or delayed). No approvals shall be required for (but written notice shall be given to the Landlord of) the installation and removal of demountable partitioning.

4.8.3 If a breach of sub-clause 4.8.1 or 4.8.2 occurs the Landlord may (without obligation) at the Tenant's expense remove or fill up (as the case may be) any unauthorized buildings, structures, alterations or additions. \*

4.8.4 The terms of any approval may require the Tenant to covenant in such form as the Landlord shall require in regard to the execution of any works to the Demised Premises and their reinstatement at the Termination Date.

4.9 **Signs and advertisements**

Not to display on or from the Demised Premises so as to be visible from the outside any sign, advertisement, lettering or notice of any kind except as previously approved by the Landlord.

4.10 **Not to place goods outside entrance doors**

Not to place any items of any description upon any forecourt or open space in or outside the Demised Premises, or place or suspend any excessive weight on or from the floors, ceilings, walls or main structure of the Demised Premises.

4.11 **User**

Not to use the Demised Premises otherwise than as a swimming pool, <sup>associated</sup> <sup>public</sup> <sup>changing facilities</sup> ~~and other uses~~ for the swimming pool in providing for the local community. \*

4.12 **Restrictions on User**

Not in or upon the Demised Premises to:

4.12.1 install or store any trade or manufacturing machinery (save equipment normally used in the use permitted under sub-clause 4.11 for the time being) or any petrol or other explosive or specially flammable substance; or

4.12.2 carry on any industrial or manufacturing process or any offensive, dangerous, noisy, illegal or immoral activity; or

4.12.3 cause in the opinion of the Landlord any nuisance or disturbance to the Landlord or the occupiers of the Building; or

- 4.12.4 do anything which may invalidate any insurance or render any additional premium payable for the insurance of the Demised Premises or the Building against any Insured Risk; or
- 4.12.5 use the Demised Premises as a dwelling place or for sleeping, as a betting office, amusement arcade, in connection with gaming, as a fried fish shop, a pet shop, for the sale of intoxicants for consumption on or off the premises or for public entertainment, or for any sale by auction.
- 4.13 **Alienation**  
Not to assign sub-let share or part with possession of the Demised Premises or any part or parts thereof *without the landlord's consent. Such consent not to be unreasonably withheld.* \*
- 4.14 **To permit display of notices for disposal**  
To permit the Landlord during the six months preceding the Termination Date to place upon the Demised Premises a notice for their disposal, and to permit persons with written authority from the Landlord or its agent at reasonable times in the day to view the Demised Premises.
- 4.15 **To inform the Landlord of notices**  
To give immediate notice to the Landlord of any notice or claim affecting the Demised Premises.
- 4.16 **Reimburse fees incurred by the Landlord**  
To reimburse the Landlord on written demand all expenditure properly incurred in connection with:
- 4.16.1 any breach of any Tenant's covenants in this Lease, including the preparation and service of a notice under section 146 of the Law of Property Act 1925; and
- 4.16.2 the preparation and service of a Schedule of Dilapidations.
- 4.17 **The Planning Acts**
- 4.17.1 In this sub-clause:  
**"Planning Acts"**  
means every Act for the time being in force relating to the use, development and occupation of land and buildings;  
**"Planning Permission"**

means any permission, consent or approval given under the Planning Acts.

4.17.2 To comply with the requirements of the Planning Acts and of all Planning Permissions relating to or affecting the Demised Premises or anything done or to be done on them.

4.17.3 Not to apply for or implement any Planning Permission without (in each case) the prior written consent of the Landlord.

4.18 **Encroachments and easements**

Not to obstruct any windows belonging to the Demised Premises or the Building nor to permit any encroachment or easement to be made or threatened against the Demised Premises.

4.19 **To insure**

4.19.1 To maintain in a well established insurance office insurance of the Demised Premises against the Insured Risks in their full reinstatement value (including all professional fees incidental expenses and three years' rent firstly and thirdly reserved by this Lease) subject to such excesses, limitations and exclusions as the insurers may impose and otherwise on the usual terms of such insurance office. \*

4.19.2 When lawful so to do, to expend all moneys received (other than in respect of loss of rent) from such insurance towards reinstating so far as practicable the Demised Premises following destruction or damage by an Insured Risk.

4.19.3 To produce to the Landlord on request the policies for such insurance and the receipt for the current year's premium.

4.20 **To indemnify**

To indemnify the Landlord from all losses, actions, claims, demands, costs, damages and expenses:

4.20.1 in respect of any personal injury or death or damage to any property or any infringement of any right or otherwise arising directly or indirectly in respect of the Demised Premises or their use; and

4.20.2 arising out of any breach of any obligation owed by the Tenant under this Lease; and

4.20.3 for loss of void rating relief following the Termination Date to the extent that a claim by the Tenant for such relief prior to the Termination Date reduces or nullifies the Landlord's entitlement to relief.

**4.21 To pay charges**

To pay the reasonable charges (including counsel's solicitor's and surveyor's charges) and disbursements incurred by the Landlord in connection with any application by the Tenant for consent under any provision of this Lease where such application is withdrawn or consent is granted or lawfully refused.

**4.22 Interest on overdue payments**

To pay to the Landlord interest on all sums payable under this Lease not paid within 21 days following the due date (or if no date is specified from the date of demand) at the rate of four pounds per cent per annum above Lloyds TSB Bank plc base lending rate for the time being in force from the due date (or if no date is specified from the date of demand) until payment

**4.23 VAT**

To pay:

4.23.1 VAT on any consideration in respect of a VAT Supply to the Tenant by the Landlord;

4.23.2 a fair proportion of the VAT charged in respect of any VAT Supply to the Landlord in respect of the Demised Premises or the Building where such VAT is not recovered by the Landlord from HM Customs & Excise; and

4.23.3 to indemnify the Landlord against all VAT which the Landlord has to repay to HM Customs & Excise (including any under the capital goods scheme) and against all VAT which is irrecoverable by the Landlord (together in each case with interest penalties and costs) due to the disapplication of any

election to waive exemption to tax made by the Landlord arising in any way from the use of the Demised Premises.

**4.24 Superior Interest**

To comply with all Tenant's covenants (except as to payment of rents or other sums) relating to the Demised Premises and contained or referred to in any lease to which this Lease is inferior and with all covenants affecting the freehold interest in the Demised Premises.

**5. LANDLORD'S COVENANTS**

The Landlord covenants with the Tenant:

**5.1 Quiet enjoyment**

That so long as the Tenant pays the rents reserved by and complies with the Tenant's covenants and conditions to this Lease, the Tenant shall peaceably hold and enjoy the Demised Premises during the Term without any lawful interruption by the Landlord or any person rightfully claiming under or in trust for it.

**6. AGREEMENTS**

IT IS HEREBY AGREED that:

**6.1 Proviso for re-entry**

6.1.1 If any event specified in sub-clause 6.1.2 occurs the Landlord may at any time afterwards re-enter the Demised Premises or any part of them in the name of the whole and this Lease will then immediately determine. In sub-clause 6.1.2 reference to "the 1986 Act" the Insolvency Act 1986.

6.1.2 The events referred to in sub-clause 6.1.1 are as follows:

- (a) any rent reserved remaining unpaid for 21 days after becoming due and payable and in the case of the rent first reserved this means whether formally demanded or not;
- (b) the Tenant failing to comply with any obligation which it has undertaken or any condition to which it is bound under this Lease;



- (c) the Tenant (if a company) entering into liquidation or passing a resolution for winding-up or being unable to pay its debts within the meaning of sections 122 and 123 of the 1986 Act or summoning a meeting of its creditors or any of them under Part I of the 1986 Act or allowing a petition for an Administration Order in respect of it to be filed in court or a receiver or an administrative receiver for it being appointed;
- (d) the Tenant (if an individual) having a receiving order made against him or becoming bankrupt or entering into a composition with his creditors or being unable to pay or having no reasonable prospect of being able to pay his debts within the meaning of sections 267 and 268 of the 1986 Act or an interim order being made against him under Part VIII of the 1986 Act.
- (e) the Bovey Tracey Swimming Pool Association being dissolved at any time.

6.1.3 Neither the existence of the Landlord's right under sub-clause 6.1.1 above nor the consequences of any exercise of that right are to affect any other right or remedy available to the Landlord.

## 6.2 **Proviso for cesser of rent**

If the Demised Premises are destroyed or damaged by any Insured Risk so as to be unfit for occupation and use and the insurance effected by the Landlord has not been vitiated or payment of the policy moneys refused in whole or in part because of any act or default of or suffered by the Tenant, then the rent firstly and thirdly reserved, or a fair proportion of it according to the nature and extent of the damage, shall cease to be payable until the Demised Premises shall again be fit for occupation and use or until the expiration of three years from the date the destruction or damage occurred (whichever period shall be the shorter).

**6.3 No acquisition of easements**

The Tenant shall not be entitled to any rights whether of light and air or otherwise (save as expressly granted by this Lease) which would restrict the free user for building or otherwise of the Building and/or adjoining nearby land and/or buildings. Section 62 of the Law of Property Act 1962 will not apply to this Lease.

**6.4 Service of notices**

In addition to any other prescribed mode of service any notices shall be validly served if served in accordance with Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 or, in the case of the Tenant, if left addressed to it on the Demised Premises or sent to it by post or left at the last known address of it or any of them in Great Britain.


**6.5 Superior Landlord's and Mortgage's consent**

The giving of any Landlord's consent or approval shall be conditional upon the consent or approval (where required) of any superior landlords or mortgages. The Landlord will apply for such consent or approval at the expense of the Tenant.

**6.6 Contracts (Rights of Third Parties) Act 1999**

Unless expressly stated nothing in this Lease will create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999.

**6.7 Rent Review**

6.7.1 The rent hereby reserved shall be reviewed at the expiration of every fifth year of the term with the first review taking place on the [ ] day of [ ] 2008. 

6.7.2 The revised rent shall be such sum as shall be agreed between the Landlord and the Tenant and failing such rent being agreed within six months from the relevant review date it shall be determined by a Chartered Surveyor acting as an Expert whose decision shall be binding on the Landlord and the Tenant.

- 6.7.3 The Chartered Surveyor referred to in 6.7.2 shall be appointed by the Landlord and the Tenant acting jointly or failing agreement shall be appointed by the President for the time being of the Royal Institution of Chartered Surveyors or such other body as shall have replaced or incorporated the same.
- 6.7.4 Without prejudice to the foregoing the Landlord shall have the <sup>intends to change</sup> ~~right to~~ charge a rent equivalent to the <sup>open market</sup> ~~full~~ commercial rental value of the Demised Premises if this should prove necessary as a result of statutory obligations in force from time to time. <sup>£10 per annum for the term of the lease unless the landlord</sup>
- ~~Shall be required~~

**IN WITNESS** the parties have executed this Lease as a deed the day and year first before written.

## THE FIRST SCHEDULE

### PART I

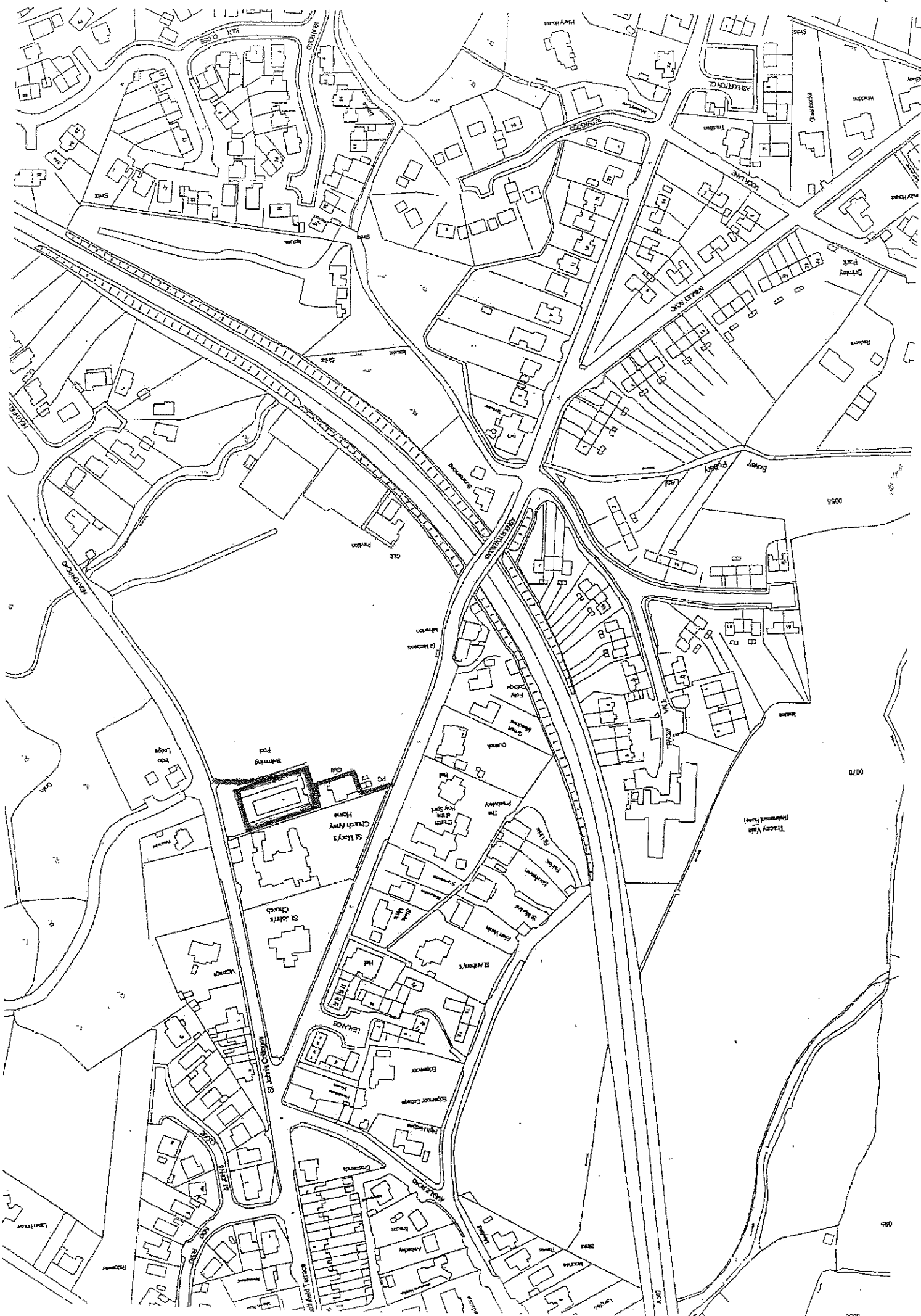
#### Description of Demised Premises

1. ALL THOSE Premises known as The Swimming Pool at Bovey Tracey in the County of Devon as shown for identification purposes only edged red on the Plan.
2. There is included in this demise all the Landlord's plants fixtures and fittings (if any) within the Demised Premises.

### PART II

#### Easements and Rights Granted

1. Rights of Way  
A right of way at all times in connection with the use of the Swimming Pool to pass and re-pass on foot and with vehicles for the disabled over and along the pathways coloured blue and green on the plan. It is further acknowledged that pedestrian rights for the public also exist over the recreation field in general as set out in Town Council's by laws.
2. Supplies  
The free and uninterrupted passage and running of Supplies to and from the Demised Premises through Conducting Media as are available but with no obligation on the part of the Landlord to provide the same.



## PART III

## Easements and Rights Reserved

## 1. Running of services

The free and uninterrupted passage and running of Supplies through  
Conducting Media at any time within the Demised Premises

2. **Entry in respect of services etc**

The right to install, clean, maintain, alter, make connections to, replace or repair any Conducting Media required for the provision of any Supplies from the Demised Premises and the right to enter the Demised Premises for those purposes.

3. **Entry to build**

The right to enter the Demised Premises to build on or into any boundary or party walls on the Demised Premises.

#### 4. Superior Interest

All exceptions and reservations out of any lease to which this Lease is inferior, or out of the freehold interest in the Demised Premises.

**SIGNED** as a Deed by the Chairman and  
two Members of the Landlord pursuant to a  
Resolution of the Council passed on  
2002 in the presence of:-

**EXECUTED** as a **DEED** by \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 in the presence of:- \_\_\_\_\_ )

Signature of Witness

Name

Address

Occupation



# Bovey Tracey Cricket Club

Formed 1850

[www.boveytraceycc.co.uk](http://www.boveytraceycc.co.uk)

President: Rob Phillips

Ground Telephone: 01626 683320

Chairman: Nigel Mountford:	Telephone: 01392 434185 Mobile: 07879835761	Email: <a href="mailto:nigel.mountford@yahoo.com">nigel.mountford@yahoo.com</a>
Secretary: Colin Shute:	Telephone: 01626 680179 Mobile: 07582 576116	Email: <a href="mailto:colin_shute@sky.com">colin_shute@sky.com</a>
Treasurer: David Woods	Telephone: 01626 834494 Mobile: 07775 823456	Email: <a href="mailto:dw00ds@btinternet.com">dw00ds@btinternet.com</a>
Fixtures Secretary: Geoff Coish:	Telephone: 01626 834344 Mobile: 07833193477	Email: <a href="mailto:geoffcoish@btinternet.com">geoffcoish@btinternet.com</a>

To: Bovey Tracey Town Council

January 2018

## PERMISSION TO INSERT SOCKET INTO GROUND AT THE RECREATION GROUND

Please find enclosed with this letter, a diagram of where we would like to locate a sunken socket/pipe to house a scaffold pole during the cricket season. Highlighted in pink.

At the Pavilion end of the ground we need to provide a sight screen. Our mobile screen encroaches over the boundary at this end so we are unable to use. At the present time we hang a mesh screen over the front of our nets in providing a sight screen. During the season the volunteer ground team are constantly moving the mesh screens depending on the position of the pitch. This is a tedious task and we feel we have found a solution.

We feel the solution to this, is to sink a socket/pipe into the ground to hold a 'scaffold pole' which would support a wire from the side of the pavilion to hang our mesh screen onto and use it as you would in pulling curtains. The socket/pipe would need to be concreted into the ground to provide the necessary support to a depth of approximately two feet. The socket would not protrude above the ground and eventually the surrounding grass would cover the concrete. The scaffold pole with tensioner would be inserted at the start of the season and removed at the end of the season. The wire supporting the sight screen would be 12 feet or more above the ground.

When the pitches move towards the car park side of the ground we have sight screens in front of the Pavilion.

I do hope the Town Council will be receptive to our request. If permission is granted we would intend starting this work as soon as possible.

Thank you in considering our request.

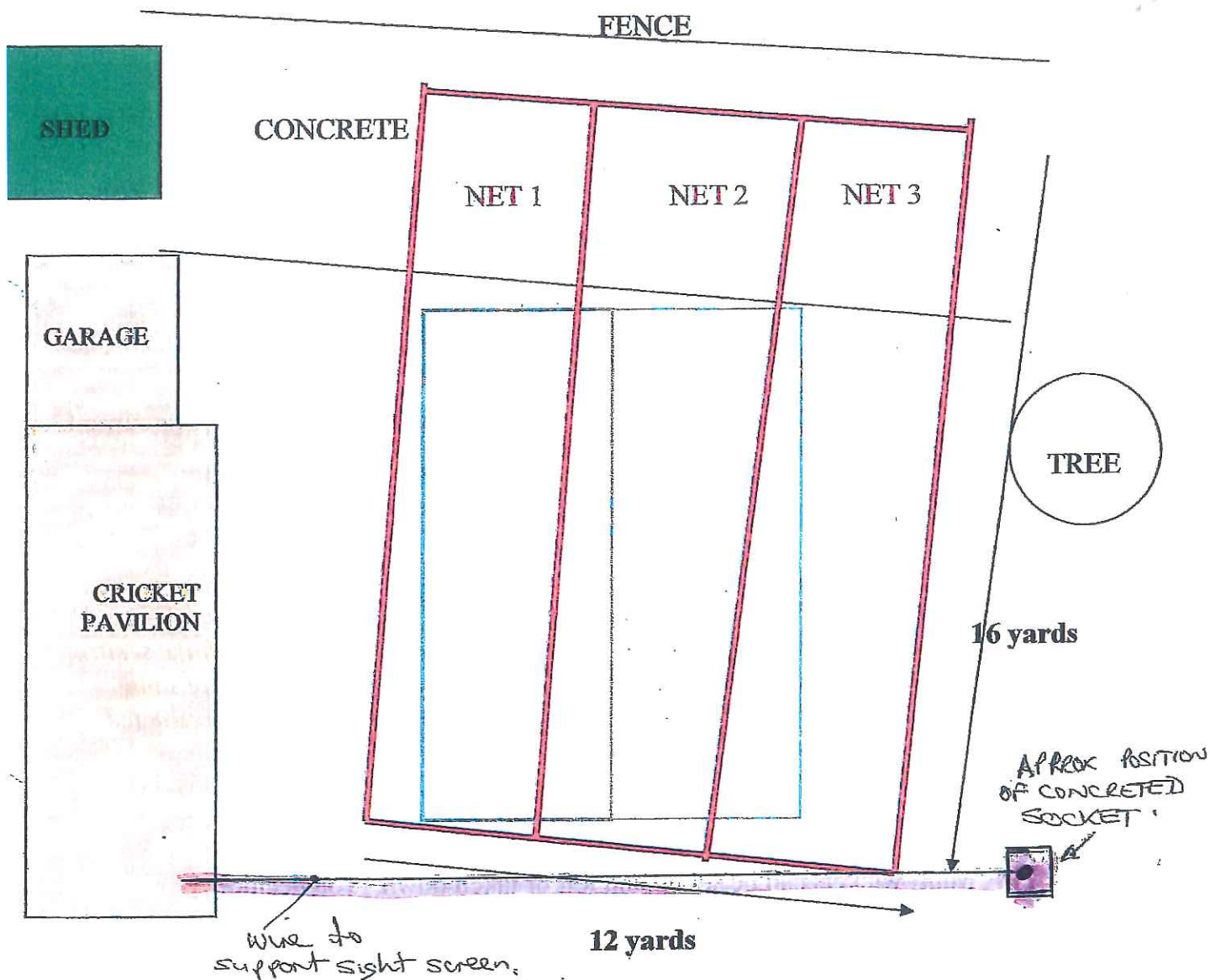
Yours Sincerely  
Nigel Mountford  
Chairman.

Affiliations: Devon County Cricket Club, Devon Cricket Board (D.C.B.), Devon Cricket League (D.C.L),  
Devon Association of Cricket Officials (D.A.C.O.), England & Wales Cricket Board (E.C.B.)



## PROPOSED POSITION OF NEW AND ADDITIONAL PRACTICE NETS

Note: Not to Scale



**Bovey Tracey Cricket Club asks the Bovey Tracey Town Council to consider our proposals.**

**Nigel Mountford  
Chairman**

**JANUARY 2018.**

# *Bauey Tracey Cricket Club*

## Versus

This part to be written in ahead of the match

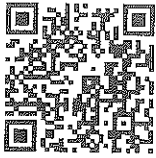
Today's Match/ Ball has been kindly sponsored

By

This part to be written in ahead of the match

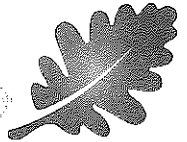
Everyone Welcome

Teas & Refreshments available at the Pavilion



- 8 FEB 2018

Luscombe Maye  
Rural Professionals



Our ref: 7757/CWB/LP  
Your Ref:

7 February 2018

M Wells Esq  
The Clerk  
Bovey Tracey Town Council  
Town Hall  
Town Hall Place  
Bovey Tracey  
TQ13 9EG

6 Fore Street  
South Brent  
TQ10 9BQ

t: 01364 646171

Dear Mr Wells

**CHALLABROOK FARM, BOVEY TRACEY**

I am sorry that it has taken so long for me to update you with regard to the above but I have now finally been able to have a direct meeting with Mr Langworthy, the promoter of Rule 5 who is taking the Manns and Emma Lewis's land forward for development with Teignbridge District Council.

I believe that the correct way to take this forward would probably be for a meeting with myself, your Chairman of Development Management (Councillor Ashby?) and maybe one or two other Councillors so that I can put forward the details of the meeting and my recommendation to the Town Council on a Without Prejudice basis and then follow this up with a written report if that is the way that you would like to proceed.

If this should be the position could you please provide me with some dates during the latter part of February and during the first week in March when I might be able to meet with you. I am away from 9<sup>th</sup> through to 20<sup>th</sup> March.

I look forward to hearing from you.

Kind regards.

Yours sincerely

C Wreford-Brown FRICS FAAV

D: 01364 646171 - M: 07836 724113 - E: [charles.wreford-brown@luscombemaye.com](mailto:charles.wreford-brown@luscombemaye.com)

Please visit [www.luscombemaye.com](http://www.luscombemaye.com) to access all our latest news and resources.