



LEASE AGREEMENT - TRUSTEES

Please note that this Agreement should be drawn up to suit the particular club and both parties should have it checked legally.

(revised June 2011)

The GOLF CLUB owns the freehold of the property, which comprises land (about acres), cottages and other buildings, bridges, tunnels and fences, the Clubhouse and car park, and any rights and easements and benefits formerly enjoyed by the Company under the original conveyance.

The Company leased the property to Trustees, whose obligations and responsibilities require then to ensure:

- (a) payment of rent due to the Company,
- (b) payment of all rates, taxes, assessments and outgoings relating to the property,
- (c) the property is properly maintained, including all drains, fences, hedges and ditches,
- (d) the property and its buildings are used as a private golf club for the convenience of members of the Club and for such other games or recreations as may be sanctioned by the Company,
- (e) planning controls are adhered to and any proposals affecting the property of which notice has been served on the Trustees are conveyed to the Company, and,
- (f) join with the Company in making such representations or appeals as the Board may request.

The Trustees cannot at any time, without the Company's consent, assign, charge or part with any part of the property and must ensure that the property, including any buildings, is insured in the full reinstatement cost.

The CLUB and the Trustees as tenants entered into a Trust deed in which the Trustees undertake to deal with the property and perform such acts as the Board directs. The Club undertakes to perform all of the duties and responsibilities as outlined in the lease and set out above, and to keep the Trustees jointly and severally indemnified against all claims, costs, expenses and damages incurred by them. In order to carry out their duties and responsibilities the Rules of the Club provide that the Trustees are entitled to receive advance notice of all meetings of the Board of Management and to attend (but not to vote at) those parts of the meeting when financial matters are under consideration which affect them or the property for which they are Trustees. In practice all major finance matters are considered firstly by the Finance Committee and the Trustees regularly attend these meetings. The budget for the following year and quarterly

accounts are made available to them. If the Trustees think it is in the interest of the Club and its members, any three of them may require the Board to call a General Meeting to consider any issue between the Board and the Trustees.

All of the past and present Trustees are members of long standing who have served for many years on the Committee and/or Board of Management. It is considered to be helpful to the Board as well as the members to have members of long standing and wide experience of the Club's affairs and to provide a degree of continuity and experience which otherwise might be lacking. Although the Trustees' powers are, as bare Trustees, limited their duties and responsibilities, though wide, can be summarised as holding the property for the members of the Club and ensuring its preservation. In so doing they have to be aware of the Club's financial affairs and future plans for capital expenditure so as to satisfy themselves that the Club can afford to comply with its undertakings and avoid the prospect of enforcement proceedings against the Club and the property of which the Trustees are the leaseholder and tenant.

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