

HEADS OF TERMS FOR PROPOSED ASSET TRANSFER LEASE

On Land Known As;

Ulley Recreation Ground (AKA Poynton Avenue Play Area, S26 3YJ)

WITHOUT PREJUDICE AND SUBJECT TO CONTRACT & COUNCIL APPROVAL

1st July 2015 by Jonathan R Marriott – Principal Estates Surveyor – Estates Team

1. LESSOR

Rotherham Metropolitan Borough Council, Riverside House, Main Street, Rotherham S60 1AE

(the Lessor)

2. LESSORS SOLICITOR

To be confirmed if to be utilised

3. LESSEE

Ulley Parish Council

(the Lessee)

4. LESSEES SOLICITOR

To be confirmed

5. DEMISED LAND

The Lessor lets to the Lessee, for identification purposes only, the area of land known as Ulley Recreation Ground shown highlighted red on the attached plan.

6. RENT

£1 per annum (if demanded)

7. BUSINESS RATES & ANY OTHER STATUTORY CHARGES

The Lessee shall be responsible (if applicable) for the payment of rates, taxes and all other outgoings in respect of the demised premises.

5. COMMENCEMENT DATE

To be agreed

6. TERM

The demised land is to be let for a term of 50 years from a date to be agreed

7. RENT REVIEW

None

8. BREAK OPTION

None

9. USE

The Lessee shall use the demised land for the purposes of an area of public open space for use as a recreation ground for the use and enjoyment of the District or Parish of Ulley.

The Lessee shall not use the demised land for the purpose of a business so as to bring the demised land within the provisions of Part II of the Landlord And Tenant Act 1954.

10. REPAIR AND MAINTENANCE OBLIGATIONS

The Lessee shall be responsible for the full general grounds maintenance of the demised land including mowing, lopping pruning of trees and hedges and any other grounds maintenance works as required to ensure the recreation ground is maintained in a manner which allows for active and passive recreation.

The Lessee shall be responsible for the annual inspection and general maintenance and repair of any existing or future play equipment on site. The Lessee shall also be responsible for the maintenance and repair of any other items, (but not limited to) equipment, installations, facilities etc that the Lessee has installed on the demised land or installs on the land in the future.

11. PLANNING

The Lessee shall be responsible for complying with all planning permission and planning uses in respect of its occupation of the demised land.

Should the Lessee require planning consent for any installation or erection within the demised land, such an application is to be agreed beforehand by the Lessor. The Lessee is to be responsible for any costs involved in making such an application and shall comply with all conditions imposed on the granting of such consent if required

12. INSURANCE

The Lessee shall maintain at all times adequate third party public liability insurance

13. ALIENATION

The Lessee will not assign, underlet or part with the possession of the whole or part of the demised land whatsoever.

14. LANDLORDS RIGHT TO INSPECT AND RE-ENTER

The Lessee shall permit the Lessor, or its agent, to enter the demised land at all times to view and to ensure compliance with the Lease obligations. In the event of the Lessee failing to comply with any of the terms and conditions of the Lease the Lessor shall give the Lessee reasonable notice to remedy the breach and reserves rights of re-entry if the breach is not remedied.

15. ALTERATIONS AND INSTALATIONS TO THE DEMISED LAND

The Lessee shall not construct or erect any permanent buildings or structures on the land without prior written consent from the Lessor. Such written consent should include full plans and specifications of any buildings or structures and should be submitted to the Lessor acting as Landlord prior to submission to the relevant planning authority.

The Lessee shall be permitted to remove, replace, alter or install children's play equipment or installations that are for the use, benefit or enjoyment of the District or Parish of Ulley subject to obtaining the Lessors written consent beforehand.

16. INDEMNITY

The Lessee shall indemnify the Lessor against all actions claims or demands arising out of the use or occupation of the property.

17. VALUED ADDED TAX

Any charges referred to, including rent, are exclusive of VAT and the Lessor reserves the right to add VAT at any time during the Agreement.

18. COSTS

The Lessee is to be responsible for the Lessors Legal costs only in the preparation and completion of the proposed lease with such a figure to be agreed beforehand.

An agreement containing these terms, together with any other deemed appropriate to licences of this nature shall be prepared by the Head of Legal and Democratic Services.

NOTE: Nothing in these Heads of Terms shall constitute or be deemed to constitute a contract