

## HEADS OF TERMS

Subject to Contract, DDDC approval and POS advertising consultation

A.	<b>AGREEMENT TO LEASE</b>	<b>This is an agreement which will determine when the parties will enter into a lease for the land for the pavilion with rights to use the 4 pitches</b>
1.	Party 1	<p>Derbyshire Dales District Council Matlock Town Hall Matlock Derbyshire DE4 3NN</p> <p>Contact details:</p> <p>Client Department – Becky Bryan, DDDC <a href="mailto:becky.bryan@derbyshiredales.gov.uk">becky.bryan@derbyshiredales.gov.uk</a> Surveyor – Carolyn Lucas, DDDC <a href="mailto:carolyn.lucas@derbyshiredales.gov.uk">carolyn.lucas@derbyshiredales.gov.uk</a> Solicitor– Christie Limb, DDDC <a href="mailto:Christie.limb@derbyshiredales.gov.uk">Christie.limb@derbyshiredales.gov.uk</a></p>
2.	Party 2	<p>Ashbourne Recreation Ground Sports &amp; Community Partnership (ARGSCP) CE013930/Charity No 1178134 Registered Address: 7 Northwood Rise, Ashbourne, DE6 1BF</p> <p>Contact details:</p> <p>David Wood Secretary Ashbourne Recreation Ground Sports and Community Partnership [REDACTED] <a href="mailto:melaniewood65@gmail.com">melaniewood65@gmail.com</a> Telephone [REDACTED]</p> <p>Solicitor contact details:</p> <p>Richard Alan Kerry JC Lawyers 44a St John Street Ashbourne DE6 1GH</p>
3.	Commencement	ASAP (after Council approval)
4.	Terms	<p>Parties Agree to enter into the lease agreement attached within 30 days the following conditions being met –</p> <ul style="list-style-type: none"><li>• Planning permission is achieved on the scheme</li></ul>

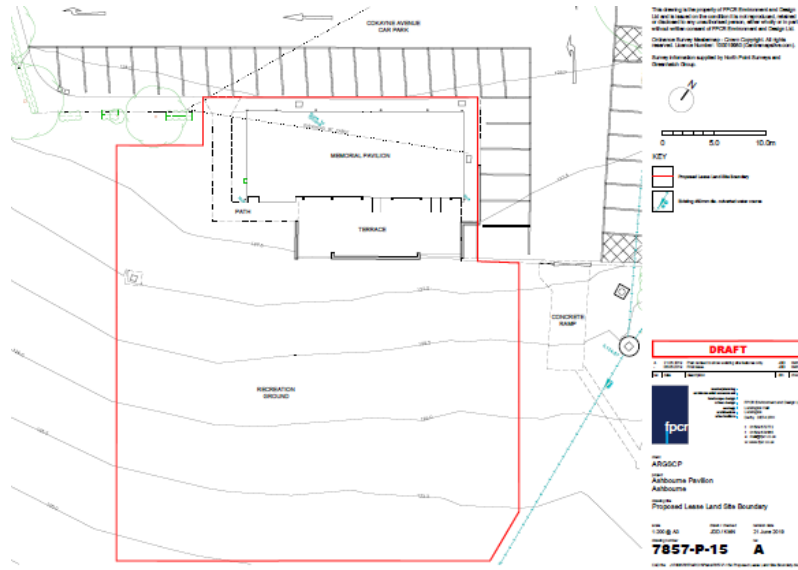
		<ul style="list-style-type: none"> <li>• Funding to fully complete the project is secured &amp; verified by providing written agreement from funding bodies equivalent to the full cost of the works required to complete the entire project</li> <li>• Council's due diligence on club's legal entity and funding are satisfactory</li> <li>• Tender for construction and demolition of existing planning permission have been issued and contractor nominated</li> <li>• Timescale for works has been submitted</li> <li>• POS advertising has been undertaken</li> <li>• Council approval has been granted and any reasonable issues raised by Public Open Space consultation are adequately addressed</li> </ul>
5.	Termination	The Agreement to Lease may be terminated on 6 months notice by either party acting reasonably with a backstop of two years from the commencement date of the Agreement to Lease.

B.	<b>LEASE</b>	<b>This Lease will be attached to the Agreement to Lease. It is for the pavilion and rights to use the 4 pitches.</b>
1.	Lessor	<p>Derbyshire Dales District Council  Matlock Town Hall  Matlock  Derbyshire  DE4 3NN</p> <p>Contact details:</p> <p>Client Department – Becky Bryan, DDDC  <a href="mailto:becky.bryan@derbyshiredales.gov.uk">becky.bryan@derbyshiredales.gov.uk</a>  Surveyor – Carolyn Lucas, DDDC  <a href="mailto:carolyn.lucas@derbyshiredales.gov.uk">carolyn.lucas@derbyshiredales.gov.uk</a>  Solicitor– Christie Limb, DDDC  <a href="mailto:Christie.limb@derbyshiredales.gov.uk">Christie.limb@derbyshiredales.gov.uk</a></p>
2.	Lessee	<p>Ashbourne Recreation Ground Sports &amp; Community Partnership (ARGSCP)  CE013930/Charity No 1178134  Registered Address: 7 Northwood Rise  Ashbourne  DE6 1BF</p> <p>Contact details:</p> <p>David Wood  Secretary  Ashbourne Recreation Ground Sports and Community Partnership  [REDACTED]  <a href="mailto:melaniewood65@gmail.com">melaniewood65@gmail.com</a>  Telephone [REDACTED]</p> <p>Solicitor contact details:</p> <p>Richard Alan Kerry  JC Lawyers  44a St John Street  Ashbourne  DE6 1GH</p>

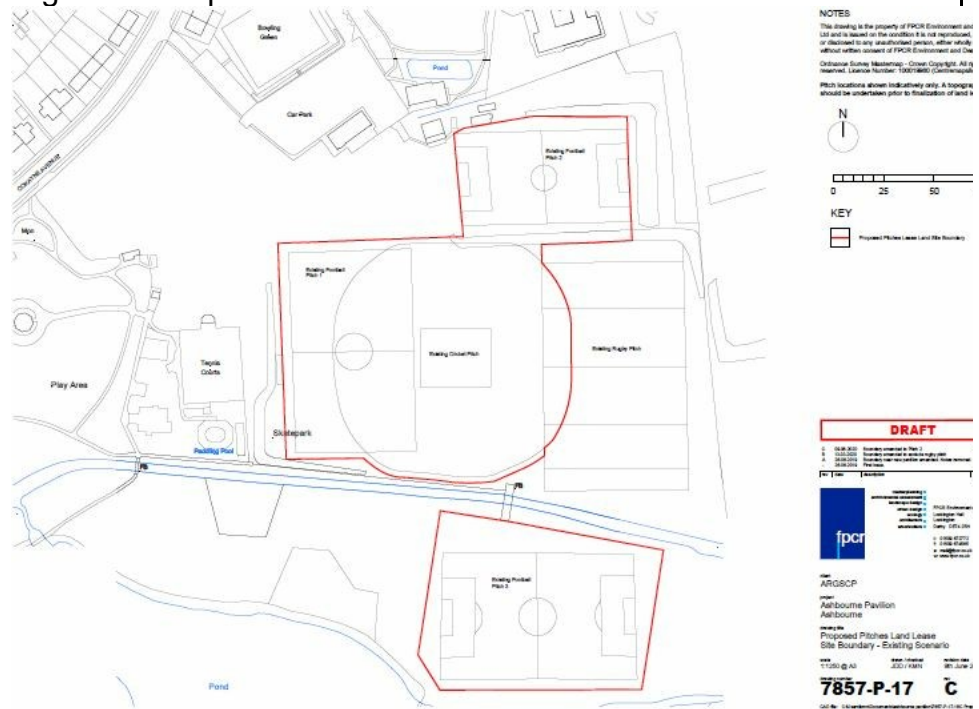
3. Property

Pavilion area Ashbourne Recreation Ground (scale plan provided 7857-P-15 rev A)

Lease Area



Rights to use pitches



Plans for illustrative purposes only

4.	Commencement Date	TBC
5.	Term	50 years  Tenant only break at 35 years, to give landlord 12 months written notice
6.	Rent	£1 pa payable on demand

7.	Use	<p>To use as general purpose community sports pavilion including changing rooms, WCs, hall, kitchen, office, terrace, store rooms in accordance with Planning Application No. 2019/00409/FUL</p> <p>To operate and manage the pavilion in accordance with the Charitable aims and objects of the Lessee as set out in the Constitution of the ARGSCP as at the commencement date of the lease</p>
8.	Lessee's Obligations	<p>To pay rent</p> <p>To pay outgoings (including utilities, services, rates etc)</p> <p>To complete the general purpose community sports pavilion as per Planning Application No. 2019/00409/FUL within 5 years of commencement of the lease and any associated fitout in relation to the construction and completion of the pavilion.</p> <p>To keep the Pavilion and any surrounding leased area within the defined plan boundary in a good state of repair and clean and tidy</p> <p>To comply with all statutory obligations (including but not limited to Asbestos, Water, Energy Efficiency, electricity, gas and fire)</p> <p>Not to make alterations to the Property or the exterior of the Pavilion without Lessor's consent which should not to be unreasonably withheld</p> <p>To make appropriate arrangements for the disposal of waste</p> <p>Not to charge (raise funds against the lease), underlet or part possession with the whole or part of the property ie. not to sell the lease, have sub tenants or undertenants or otherwise without the written consent of the lessor - for avoidance of doubt this does not include temporary hiring of facilities within the scope of the user restrictions</p> <p>Not to assign the lease unless assigned to a community interest corporation (CIC) or Charitable Incorporated Organisation (CIO) with common aims to the lessee at the commencement of this agreement subject to consent not being unreasonably withheld. Any assignment so permitted would apply to the whole of the property.</p> <p>To obtain any licences required by statute or regulation for activities undertaken at the premises</p> <p>Not to hold auctions (other than for charity)</p> <p>Not to cause any actionable nuisance</p> <p>To permit entry to the Lessor or authorised agents to inspect the premises on reasonable notice and at reasonable times except in the case of an emergency</p>

		<p>Not to erect signage without the Lessor's approval in writing (Lessor acting reasonably)</p> <p>Not to store dangerous or hazardous substances</p> <p>To pay fees (including legal and surveyors' fees) relation to operation of the lease (ie. for breach of conditions of lease, recovery of arrears, dilapidations, consents).</p> <p>To yield up at the end of term in a tenantable condition with all Lessee's possessions, fittings and fixtures removed and to repair any damage caused</p> <p>Ensure compliance with ARGSCP Child Welfare Policy dated September 2019 as appended to this agreement in relation to Protecting Children and Vulnerable Adults and compliance of other such policies of recognised bodies in relation to activities undertaken.</p> <p>Comply with statute (such as but not limited to Environmental regulations, Disability Discrimination Act 1995/2005, Workplace (Health, Safety and Welfare) Regulations 1992 &amp; other equalities legislation ) and indemnify Council against all costs, claims, demand and liability</p> <p>To provide documentation upon request (eg constitution, business plan, risk assessment, other policy and procedure)</p> <p>To comply with DDDC title</p> <p>Not to apply for planning permission without the Lessor's written consent acting reasonably.</p> <p>To contribute to the reasonable costs of maintaining and repairing the common access way to the site according to user.</p>
9.	Lessor's Obligations	<p>To work with the ARGSCP and constituent football clubs to enable, secure external funding, manage and (subject to further Committee approval for allocation of further funding from the District Council's capital programme) part fund an agreed Pitch Improvement Programme for the pitches forming part of this agreement.</p> <p>Allow Lessee, subject to performing covenants, to peaceably and quietly hold and occupy the Property for the Term</p> <p>To undertake pitch maintenance so as not to disrupt the Lessee's scheduled programme of use.</p>
10	Lessee's Rights	<p>Right of way by vehicle and pedestrians between the demised area and the Public Highway across the existing Cokayne Avenue Car Park on a route to be defined by the Lessor from time to time</p> <p>To use adjoining land (in common with other parties) to gain access to the sports pitches.</p>

		<p>To connect to services at their own cost</p> <p>Right of Support</p> <p>In relation to the pitches -</p> <ol style="list-style-type: none"> <li>1. The right to use the football pitches and cricket field for playing team sports in leagues/cup, practice or training.</li> <li>2. Site must be kept clean and tidy condition, with no litter, waste, or other items to be left on it.</li> <li>3. Not to cause nuisance</li> <li>4. To use in common with other users</li> <li>5. Not to erect signage unless written consent is obtained from DDDC, not to be unreasonably withheld.</li> <li>6. Ensure compliance with DDDC policy in relation to Protecting Children and Vulnerable Adults.</li> <li>7. To use the cricket wicket and outfield (in common with all others) but to be treated as a priority user from mid April to mid September. ('priority' is to give first option of use)</li> <li>8. To use the football pitches (in common with all users) but to be treated as a priority user from mid September to mid April. ('priority' is to give first option of use)</li> <li>9. Undertaking bookings for one hockey/mini football pitch, two football pitches, one cricket field for all users compatible with the normal sports played on these pitches.</li> <li>10. Bookings to be recorded electronically</li> <li>11. Funds for bookings are to be adequately accounted for and reconciled</li> <li>12. Pitch booking fees for the pitches will be set by and paid to DDDC but subject to consultation with ARGSCP should an increase in the pricing structure for the hire of pitches by more than 5% from the date of signing of this lease be proposed.</li> <li>13. Pitch booking fees are to be remitted on a quarterly basis with a reconciliation of bookings and fees collected.</li> <li>14. Additional booking fees for use of the Pavilion will be set and collected by ARGSCP.</li> <li>15. Ensuring that Football and Cricket have priority during the times specified in 7. and 8. and thereafter other groups/residents wishing to use facilities have proper access</li> </ol>
11	Lessor's Reserved Rights	<p>Passage of services</p> <p>Right to enter to repair services (conduits, drains, wires, pipes, cables) or inspect adjoining property giving reasonable notice except in the case of emergency</p> <p>Right of support for adjoining property</p> <p>Right to execute works on adjoining land with both parties acting reasonably to minimise inconvenience</p>
12	Agreements & Declarations	<p>Forfeiture clause for act of insolvency, dissolution of Lessee breach or non-observance of lease not remedied within 28 days.</p>

		<p>Lessee shall not be entitled to any right of light or air which would restrict use or development of adjoining land</p> <p>Notices served in writing either delivered personally or by first class registered post</p> <p>Local Authority Functions – nothing in this lease affect's the Council's rights, powers duties and obligations in the exercise of its statutory functions as a Local Authority.</p>
13	Indemnity	Lessee to indemnify the Lessor against all loss, damage, proceedings and claims arising out of use or occupation of the premises or use of shared areas
14	Insurance	<p>Lessee to insure the premises and building (all risks) and maintain third party public liability insurance (minimum initial cover of £10million).</p> <p>Maintain insurance for project completion should the contractor fail to complete</p>
15	L&T Act	Contracted in the provisions of S24-28 of Landlord and Tenant Act 1954
16	Legal Costs	<p>Each party to bear their own legal and surveyors costs</p> <p>Lessee to register the lease as soon as practicable at the Lessee's cost</p>