

## HEADS OF TERMS FOR GRANT OF A NEW LEASE

### WEAR MEADOW, IDE.

#### AGREED TERMS - SUBJECT TO CONTRACT

##### 1 LANDLORD

Ide Parish Council c/o Smallridge House, The Green, Ide, Exeter EX2 9RT.

##### 2 TENANT

[4 named individuals] as duly appointed trustees of Ide Cricket Club care of [9] The Hams, Ide, Exeter EX2 [ ].

*[Query limit the liability of the named trustees on the lease covenants to the net assets for the time being of Ide Cricket Club in their possession and control- i.e. no personal liability on lease covenants?]*

##### 3 PROPERTY

- 3.1 Land at Wear Meadow Ide shown edged in red on [the attached plan]. *[The extent of the demise requires careful consideration. We need to distinguish between areas where the Club is entitled to exclusive occupation the whole of the time (the cricket square and pavilion (when built), those areas where it has exclusive occupation when games are in play (the pitches) and other areas used in common with the landlord and those authorised by it- the periphery of the field/ car park area etc.*

*The technical difficulty is that the grant of a lease gives to the tenant a right of exclusive possession albeit this can be made subject to reservations in favour of the landlord. The rights which the landlord and those authorised by it are to enjoy with respect to the demised area will need to be specified. The difficulty otherwise is that if the landlord is able to enjoy and use the property as its own except in certain circumstances when matches are held, I don't think that the rights granted to the tenant are really in the nature of a lease but rather a contractual licence.*

*In some instances that may not matter, but I suppose we could be faced with difficulties in enforcing covenants which relate to the shared areas on the footing of a lease, if the tenant were to successfully argue that, having regard to the terms of the lease, the shared areas do not form part of the demise.*

*The purist approach may be to grant a licence rather than a lease of the shared areas, albeit that this would get away from the principle of transferring responsibility for land management to the Clubs.*

*A more practical solution would be to include them in the demise, have fairly extensive but specific reservations and trust that the point is never taken by the Clubs!*

*We need to consider carefully the reservations required- rights of way on foot with dogs on leads, rights of recreation, ball games? Use of goal mouths? etc*

*We also need to make it clear that where rights are exercised in breach of any stipulation as to the manner of their exercise [ eg non pooing dogs on a lead only ] that there is no recourse to the Council in consequence.]*

- 3.2 The tenant will have the following ancillary rights: *These will depend on the extent of the property demised, but could include:*
- 3.2.1 Rights of access.
  - 3.2.2 Rights of parking.
  - 3.2.3 Rights to place a container on retained land.
- 3.3 There will be reserved to the landlord and those authorised by it the following rights:
- 3.3.1 Rights of access with dogs on leads and subject to the cleaning up of any fouling.
  - 3.3.2 Rights of recreation and ball games on non-match days (other than in relation to the cricket square to which no access will be permitted at any time). These rights may be curtailed by the tenant in times of exceptionally inclement weather where damage will result to the pitch or any goal mouth. *[In exercising any reserved right there will be no use of drones, model aeroplanes, kites? Other things?...]*
  - 3.3.3 *[Rights of access to Northern Fields with plant and machinery?...].*
  - 3.3.4 *[Rights to lay new service media to retained land?].*

There will be no recourse to the landlord for a breach of any stipulation subject to which rights are reserved where the breach is by those authorised by the landlord.

#### 4 **TERM**

- 4.1 The lease will be for a term of [one] year beginning on 1st August 2024.
- 4.2 The lease will exclude the security of tenure provisions of Part II of the Landlord and Tenant Act 1954.
- 4.3 There will be no break clause.

**OR** [for longer term]

The tenant will have the right to break the lease at the end of the [NUMBER] year of the term, provided [the rent due under the lease **OR** all money due under the lease] has been paid up to that date [and the tenant has [in all material respects] complied with its obligations in the lease]. To exercise the right to break, the tenant must give the landlord [NUMBER] months' prior written notice.

*Landlord break clause in the event that less than [ ] games are played in any one season- other non-default grounds?*

#### 5 **RENT AND RENT REVIEW**

- 5.1 The rent will be £500 pa exclusive of VAT, rates, insurance premiums and all other outgoings. The rent will be paid half yearly in arrears.
- 5.2 If more than 18 games of cricket are played in any one season (excluding home team practice sessions) then the tenant shall pay with the next instalment of rent by way of

further rent an amount equal to 50% of the match fee payable for the additional games.

- 5.3 In addition to rent, the tenant must also pay VAT (including any VAT on the rent), rates, insurance premiums and all other outgoings. *[If a CASC member the Club should be able to claim a rebate on rates assessed. Query the need to have a rating assessment in the absence of any buildings or facilities]*
- 5.4 The rent will be reviewed with effect from [DATE]. *[ Rent review on 6 year term- link to CPI with increases annually?]*

## 6 **INSURANCE**

- 6.1 The tenant will insure anything of an insurable nature on the property.
- 6.2 The tenant will maintain third party liability insurance for an amount not less than £[5] million will and give notice to the insurers of the landlord's interest.

## 7 **USE**

- 7.1 The property can only be used for sports and recreational purposes.
- 7.2 The tenant can change the use of the property only with the landlord's prior written consent.
- 7.3 No nuisance/annoyance- *[no bonfires, drones, model aeroplanes other things?]*

## 8 **ASSIGNMENTS AND UNDERLEASES**

- 8.1 The tenant cannot assign the lease.
- 8.2 The tenant can create one underlease of part only of the property to Ide Green Rovers or such other football club open to parishioners of Ide as the Landlord shall approve.
- 8.3 Any underlease shall be in approved form and on terms approved by the Landlord.
- 8.4 The tenant can hire or let on licence the whole or part of the property to other sports clubs on a daily or half daily basis- any such hiring to count towards the 18 games of cricket referred to in para 5.2 above.
- 8.5 The tenant may allow village community events (including fund raising events) to take place on the property [with the prior agreement of the landlord which shall not be unreasonably withheld].

## 9 **REPAIR**

- 9.1 The lease will be a full repairing lease. The tenant will keep the playing pitches to a standard suitable for play.
- 9.2 The tenant will maintain other areas included in the demise to a standard to allow for recreational use, and will keep in repair all boundary fences and structures and any boundary hedge suitably trimmed at least once a year.

## 10 **ALTERATIONS AND ADDITIONS**

- 10.1 The tenant cannot make any alterations or additions to the property [without the

landlord's prior written consent, which cannot be unreasonably withheld].

- 10.2 The tenant can put up signs on the outside of the property or that would be visible from the outside of the property with the landlord's prior written consent, which cannot be unreasonably withheld. [The tenant is not permitted to display any hoardings or advertising material within the grounds].
- 10.3 The tenant may provide suitable barriers to prevent access to the cricket wicket.
- 10.4 The tenant may provide fencing/ other means of enclosure of the sports pitches subject to permitting the landlord and those authorised by it to exercise the rights reserved under the lease.

**11 COSTS**

- 11.1 Each party to bear its own costs in the negotiation and preparation and completion of the lease.

Signed by .....

For and on behalf of Ide Parish Council

Signed by .....

For and on behalf of Ide Cricket Club

Dated:

*NB Separate agreement re construction and payment of all weather cricket wicket.*