

DATED

20

LEASE

BETWEEN

NORTH SOMERSET DISTRICT COUNCIL

AND

PORTISHEAD TOWN COUNCIL

relating to

CHILDREN'S PLAY AREA AND SKATE PARK AT

LAKE GROUNDS,

PORTISHEAD, NORTH SOMERSET.

NORTH SOMERSET DISTRICT COUNCIL

TOWN HALL

WESTON-SUPER-MARE

NORTH SOMERSET

BS23 1UJ

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PRESCRIBED CLAUSES

LR1. Date of lease

[DATE]

LR2. Title number(s)

LR2.1 Landlord's title number(s)

ST247325

LR2.2 Other title numbers

None

LR3. Parties to this lease

Landlord

NORTH SOMERSET DISTRICT COUNCIL

Town Hall, Weston-super-Mare, North Somerset. BS23 1UJ

Tenant

PORTISHEAD TOWN COUNCIL

The Folk Hall, 95 High Street, Portishead, North Somerset. BS20 6PR

Other parties

NONE

Guarantor

NONE

LR4. Property

In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.

See the definition of "Premises" in **Clause 1.3** of this lease.

LR5. Prescribed statements etc.

None.

LR6. Term for which the Property is leased

The term as specified in this lease at **Clause 1.6** in the definition of "Term".

LR7. Premium

None.

LR8. Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land

None.

LR9.2 Tenant's covenant to (or offer to) surrender this lease

None.

LR9.3 Landlord's contractual rights to acquire this lease

None.

LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property

None.

LR11. Easements

LR11.1 Easements granted by this lease for the benefit of the Property

The easements as specified in **Schedule 1** of this lease.

LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property

The easements as specified in **Schedule 2** of this lease.

LR12. Estate rentcharge burdening the Property

None.

LR13. Application for standard form of restriction

The Parties to this lease apply to enter the following standard form of restriction
[against the title of the Property] [against title number]

None.

LR14. Declaration of trust where there is more than one person comprising the Tenant

[OMIT ALL INAPPLICABLE STATEMENTS]

THIS LEASE is made the _____ day of _____ 20

BETWEEN :-

- (1) **NORTH SOMERSET DISTRICT COUNCIL** of Town Hall, Weston-super-Mare, North Somerset BS23 1UJ (“the Landlord”)
- (2) **PORTISHEAD TOWN COUNCIL** of The Folk Hall, 95 High Street, Portishead, North Somerset BS20 6PR (“the Tenant”)

1. DEFINITIONS AND INTERPRETATION

For all purposes of this Lease the terms defined in this clause have the meanings specified.

- 1.1 ‘The Permitted Use’ means the use of the Premises as a children’s play area and skate park and such events and activities appertaining to this use.
- 1.2 ‘The Planning Acts’ means the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning and Compensation Act 1991.
- 1.3 ‘The Premises’ means all that piece of land comprising part of Lake Grounds, Portishead as shown edged red on the plan annexed hereto (“The Plan”) and includes:
 - 1.3.1 all erections, structures, fixtures, fittings, equipment and appurtenances on the Premises from time to time,
 - 1.3.2 all additions, alterations and improvements carried out during the Term.
- 1.4 ‘The Rent’ means one pound per annum (if demanded).
- 1.5 ‘The Term’ means 30 years commencing on and including [_____]
- 1.6 VAT’ means value added tax or any other tax of a similar nature and unless otherwise expressly stated all references to rents or other sums payable by the Tenant are exclusive of VAT.
- 1.7 “the Landlord’s Retained Land” means the remainder of the land comprised within title number ST247325 excluding the Premises.
- 1.8 The expression ‘the Landlord’ includes the person or persons from time to time entitled to possession of the Premises when this Lease comes to an end.

- 1.9 The expression 'the Tenant' includes any person who is for the time being bound by the Tenant's obligations of this Lease.
- 1.10 References to 'losses' are references to liabilities, damages or losses, awards of damages or compensation, penalties, costs, disbursements or expenses arising from any claim, demand, action or proceedings.
- 1.11 Any covenant by the Tenant not to do anything includes an obligation to use reasonable endeavours not to permit or suffer that thing to be done by another person where the Tenant is aware that the thing is being done.
- 1.12 Unless expressly stated to the contrary, any reference to a specific statute or to statutes generally includes any statutory extension or modification, amendment or re-enactment of that statute and any regulations or orders made under it.
- 1.13 Words importing one gender include or other genders; words importing the singular include the plural and vice versa; words importing persons include a corporate body and a partnership and vice versa.

2. LETTING

The Landlord lets with full title guarantee and the Tenant takes the Premises for the Term TOGETHER WITH the rights specified in Schedule 1 but subject to the rights specified in Schedule 2 yielding and paying to the Landlord the Rent.

3. THE TENANT'S COVENANTS

The Tenant covenants with the Landlord as follows:

3.1 RENT

The Tenant must pay the Rent on each anniversary of the date of this Lease (but only if demanded).

3.2 OUTGOINGS AND VAT

The Tenant must pay, and must indemnify the Landlord against all outgoings and costs of connection in respect of utilities and services to the Premises, including but not exclusively any rates, taxes, assessments, duties, charges, impositions and outgoings of an annual or other periodically recurring nature that are now or may at any time during the Term be charged, assessed or imposed on the Premises or on the owner or occupier of them except taxes, (other than VAT which the Tenant expressly covenants to pay) imposed on

the Landlord in respect of the rents reserved by this Lease or arising as a result of any dealing with any interest in reversion to this Lease.

3.3 REPAIR, CLEANING AND DECORATION

3.3.1 REPAIR OF PREMISES

The Tenant must keep the Premises well maintained and in good condition and repair.

3.3.2 CLEANING AND TIDYING

The Tenant must keep the Premises free of litter at all times.

3.3.3 MAINTENANCE OF EQUIPMENT AND SAFETY

The Tenant must maintain the Premises (which term includes inter alia all equipment and structures including the perimeter fencing and gates) in good safe repair condition and decoration throughout the Term to the reasonable satisfaction of the Landlord and as often as may be necessary to ensure the safety of the public, to arrange and carry out regular health and safety/maintenance inspections of the Premises and all structures and equipment at the Premises and other checks commensurate with a site of this nature in accordance with health and safety regulations by an Inspector with an appropriate and recognised qualification and to record all such inspections and to make available to the Landlord details of inspections and health and safety maintenance on written request and carry out any maintenance works required without delay.

3.4 ALTERATIONS

The Tenant must not make any alteration to the Premises unless he first obtains the written consent of the Landlord prior to the commencement of any works of alteration such consent may not be unreasonably withheld or delayed.

3.5 MASTS SIGNS AND ADVERTISEMENTS

3.5.1 The Tenant must not erect any telecommunications mast on the Premises.

3.5.2 The Tenant must provide signage indicating that the Premises are managed by Portishead Town Council and erect health and safety and general information notices for the public. Details of this and any

other signs proposed must be agreed with the Landlord and subject to the Tenant obtaining any necessary planning or other consents.

3.6 STATUTORY OBLIGATIONS

The Tenant must comply in all respects with the requirements of any statutes and any other obligations imposed by law or by any byelaws applicable to the Premises or the trade or business for the time being carried on there provided that notwithstanding the foregoing provisions of this clause the Tenant will not be liable to do any works or carry out any investigations surveys or assessments or to do anything else under the provisions of this clause or any other clause in this lease to clean up or otherwise rectify any contamination to the Premises or any other land or premises not caused by it.

3.7 ENTRY TO INSPECT AND NOTICE TO REPAIR

3.7.1 ENTRY AND NOTICE

The Tenant must permit the Landlord on reasonable notice during normal business hours except in emergency:

- 3.7.1.1 to enter the Premises to ascertain whether or not the terms and conditions as set out in this Lease have been observed and performed; or
- 3.7.1.2 to view the state of repair and condition of the Premises; or
- 3.7.1.3 Only where it is absolutely necessary to enter the Premises to carry out any works to adjoining land of the Landlord; or
- 3.7.1.4 to give to the Tenant a notice specifying the works required to remedy any breach of the Tenant's obligations in this Lease ('a notice to repair')

3.7.2 WORKS TO BE CARRIED OUT

If the Landlord has given the Tenant notice of any breach of the Tenant covenants in this lease relating to the repair or condition of the Premises, the Tenant must carry out the works specified in a notice to repair to remedy the breach as quickly as possible within a time period to be reasonably agreed by the parties or immediately if works are required as a matter of urgency.

3.7.3 LANDLORD'S POWER IN DEFAULT

If within 1 month of the service of a notice to repair the Tenant has not started to execute the work referred to in that notice, or is not proceeding diligently with it, or if the Tenant fails to finish the work within 2 months the Tenant must permit the Landlord to enter the Premises.

3.8 ASSIGNMENT, SUBLETTING AND CHARGING PROHIBITED

The Tenant must not assign, sublet or charge the whole or any part of the Premises.

3.9 NUISANCE

The Tenant must not do anything on the Premises, or knowingly allow anything to remain on them that may be or become or cause a nuisance, disturbance, injury or damage to the Landlord or his tenants or the owners or occupiers of adjacent or neighbouring premises.

3.10 COSTS OF APPLICATIONS, NOTICES AND RECOVERY OF ARREARS

The Tenant must pay to the Landlord on an indemnity basis all reasonable and properly incurred costs, fees, charges, disbursements and expenses – including, without prejudice to the generality of the above, those payable to counsel, solicitors, surveyors and bailiffs – properly and reasonably incurred by the Landlord in relation to or incidental to:

3.10.1 every application made by the Tenant for a consent or licence required by the provisions of this Lease, whether it is granted, refused or offered subject to any lawful qualification or condition, or the application is withdrawn, unless the consent or approval is unreasonably withheld by the Landlord.

3.10.2 the contemplation, preparation and service of a notice under the Law of Property Act 1925 Section 146, or the contemplation or taking of proceedings under Sections 146 or 147 of that Act, even if forfeiture is avoided otherwise than by relief granted by the court,

3.10.3 the recovery or attempted recovery of arrears of rent or other sums due under this Lease, and

3.10.4 any steps taken in connection with the preparation and service of a schedule of dilapidations within 3 months after the end of the Term and relating only to dilapidations arising during the Term.

3.11 PLANNING

3.11.1 COMPLIANCE WITH THE PLANNING ACTS

The Tenant must observe and comply with the provisions and requirements of the Planning Acts affecting the Premises and their use, and must indemnify the Landlord, and keep him indemnified, both during the Term and following the end of it, against all losses in respect of any contravention of those Acts provided that notwithstanding the foregoing provisions of this clause the Tenant will not be liable to do any works or carry out any investigations surveys or assessments or to do anything else under the provisions of this clause or any other clause in this lease to clean up or otherwise rectify any contamination to the Premises or any other land or premises not caused by it

3.11.2 CONSENT FOR APPLICATIONS

The Tenant must not make any application for planning permission without the consent of the Landlord whose consent may not be unreasonably withheld or delayed.

3.11.3 PERMISSIONS AND NOTICES

The Tenant must obtain any planning permissions and serve any notices that may be required to carry out the Permitted Use on or at the Premises

3.12 ANY OTHER NECESSARY CONSENTS

The Tenant will be responsible for obtaining any other necessary consents, including but not exclusively, any Planning, Building Regulation, Services Installation, Health and Safety, Fire Certification, Licensing or any other consent as may be required in connection with the Permitted Use.

3.13 INDEMNITIES

The Tenant must keep the Landlord fully indemnified against all and any losses arising directly or indirectly out of the grant of this Lease or any act, omission or negligence of the Tenant, or any persons at the Premises expressly or impliedly with his authority and under his control, or any breach or non-observance by the Tenant of the obligations, conditions or other provisions of this Lease or any of the matters to which this letting is subject, or damage to any property or the death or injury to any person arising from any right granted under this Lease and the Tenant's use of the Premises.

3.14 LIABILITY INSURANCE

The Tenant must effect and throughout the Term and keep in force a policy of insurance with a reputable insurance company, incorporating the standard conditions and exemptions of the insurance company, to cover all claims arising from the exercise of the Permitted Use in a minimum sum of Five million pounds (£5,000,000.00) in respect of any one claim for bodily injury or disease or damage to property, and must make available to the Landlord or his agent on reasonable written demand a copy of the policy or a summary of its terms and a copy of the current premium receipt and which insurance may be reviewed by the Landlord to a higher minimum figure at any time throughout the Term, subject to the Landlord acting reasonably.

3.15 ENCROACHMENT

The Tenant must take all reasonable steps to prevent any encroachment on the Premises or the acquisition of any easement over the Premises and must notify the Landlord immediately if any encroachment is made or easement acquired, or if any attempt is made to encroach or acquire an easement and at the request and sole expense of the Landlord adopt such means as shall reasonably be required to prevent the making of any encroachment or the acquisition of any easement.

3.16 YIELDING UP

At the end of the Term, if so requested by the Landlord within six months of the end of the Term, the Tenant must remove any equipment and structures from the Premises and reinstate the Premises to a level grass play areas to the satisfaction of the Landlord and yield up the Premises with vacant possession, give up all keys of the Premises to the Landlord (if any), and remove all signs erected by the Tenant in or on the Premises, making good any damage caused by their removal.

3.17 STATUTORY NOTICES

The Tenant must give full particulars to the Landlord of any notice, direction, order or proposal relating to the Premises made, given or issued to the Tenant by any government department or local, public, regulatory or other authority or court within 7 days of receipt, and if so requested by the Landlord must produce it to the Landlord. The Tenant must without delay take all

necessary steps to comply with the notice, direction or order so far as it relates to the use of the Premises or anything for which the Tenant is liable under this Agreement. At the request and cost of the Landlord, the Tenant must make or join with the Landlord in making any objection or representation the Landlord deems expedient against or in respect of any notice, direction, order or proposal.

3.18 DEFECTIVE PREMISES

The Tenant must give notice to the Landlord of any defect in the Premises that might give rise to an obligation on the Landlord to do or refrain from doing anything in order to comply with the provisions of this Lease or the duty of care imposed on the Landlord, whether pursuant to the Defective Premises Act 1972 or otherwise, and must at all times display and maintain any notices the Landlord from time to time reasonably requires him to display at the Premises.

3.19 USE AND OPERATIONAL OBLIGATIONS

The Tenant must use the Premises for the Permitted Use only

3.20 FEES

The Tenant must on the date hereof pay the Landlord's reasonable legal and valuation costs (including the costs of advertising the proposed disposal of an area of open space to comply with the requirements of S123 of the Local Government Act 1972) in connection with the negotiation and grant of this Lease.

3.21 MANAGEMENT

The Tenant shall be fully responsible for the control and management of the Premises including inter alia day to day management of the public use of the children's play area and skate park, dealing with members of the public on any queries or complaints which may arise and being responsible for security of the Premises at all times.

3.22 NOT TO CHARGE ETC.

3.22 (i) Not to charge or permit a charge to be demanded from members of the public for use of the Premises or the skateboard facility.

4. 3.22(ii) Subject to 3.22(i) the Tenant may occasionally, and on a temporary basis only, charge commercial organisations to carry out incidental

promotions, sales and marketing activities at such events held at the Premises in accordance with the Permitted Use. **QUIET ENJOYMENT**

The Landlord covenants with the Tenant to permit the Tenant peaceably and quietly to hold and enjoy the Premises without any interruption or disturbance from or by the Landlord or any person claiming under or in trust for him.

5. EXCLUSION OF SECTIONS 24 TO 28 OF THE LANDLORD & TENANT ACT 1954

5.1 The parties confirm that:

5.1.1 the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the Landlord and Tenant Act 1954, applying to the tenancy created by this lease, [not less than 14 days] before this lease was entered into a certified copy of which notice is annexed to this Lease;

5.1.2 the Tenant **OR** [] who was duly authorised by the Tenant to do so made a [statutory] declaration dated [] in accordance with the requirements of section 38A(3)(b) of the 1954 Act a certified copy of which [statutory] declaration is annexed to this lease; and

5.1.3 there is no agreement for lease to which this lease gives effect.

5.2 The parties agree that the provisions of sections 24 to 28 of the Landlord and Tenant Act 1954 are excluded in relation to the tenancy created by this lease.

6. FORFEITURE

If and whenever during the Term:

6.1 the Tenant breaches any obligation or other term of this Lease, or

6.2 the Tenant, being an individual, becomes bankrupt, or

6.3 the Tenant, being a company, enters into liquidation whether compulsory or voluntary – but not if the liquidation is for amalgamation or reconstruction of a solvent company – or has a receiver appointed, or

6.4 the Tenant enters into an arrangement for the benefit of his creditors, or

6.5 the Tenant has any distress or execution levied on his goods,
the Landlord may at any time re-enter the Premises or any part of them in the name of the whole (even if any previous right of re-entry has been waived) and thereupon the Term is to cease absolutely but without prejudice to any

rights or remedies that may have accrued to the Landlord against the Tenant in respect of any breach of obligation or other term of this Lease, including the breach in respect of which the re-entry is made.

7. MISCELLANEOUS

7.1 EXCLUSION OF WARRANTY AS TO USE

Nothing in this Lease or in any consent granted by the Landlord under this Lease is to imply or warrant that the Premises may lawfully be used under the Planning Acts for the Permitted Use.

7.2 EXCLUSION OF THIRD PARTY RIGHTS

Nothing in this Lease is intended to confer any benefit on any person who is not a party to it.

7.3 REPRESENTATIONS

The Tenant acknowledges that this Lease has not been entered into in reliance wholly or partly on any statement or representation made by or on behalf of the Landlord, except any such statement or representation expressly set out in this Lease or made by the Landlord's solicitors in any written response to enquiries raised by the Tenant's solicitors in connection with the grant of this Lease.

7.4 NOTICES

The provisions of the Law of Property Act 1925 Section 196 as amended by the Recorded Delivery Service Act 1962 shall apply to any notice given under this Lease.

7.5 AGREEMENT FOR LETTING

It is certified that there is not agreement for letting to which this Lease gives effect.

7.6 LANDLORD'S CAPACITY

This Lease is granted by the Landlord in its capacity as landowner only and will not fetter its discretion in its separate capacity as local planning authority or in its exercise of other statutory functions.

SCHEDULE 1
Rights Granted

1. The following rights are granted in common with the Landlord and any other person authorised by the Landlord:
 - 1.2 A right of way in common with others over and along the Landlord's Retained Land for pedestrians and maintenance vehicles to gain access to and egress from the Premises, subject to the Tenant indemnifying the Landlord against all and any claims costs or injury and reinstating any damage to the Retained Land arising from the tenant's exercise of this right.
 - 1.3 The rights granted are subject to all rights, covenants and restrictions affecting the Premises including all entries in the registers of title number ST247325 as at 27th April 2022 and together with such public rights of way as may exist over the Access Way.
 - 1.4 The Tenant shall not exercise any of the rights so as to interfere with the exercise of the rights in the previous **paragraph 1.3**.
2. In exercising the rights reserved to the Tenant by this Lease which involve entry onto the Landlord's Retained Land the Tenant must:
 - 2.1 cause and ensure that those exercising such rights on its behalf cause as little damage as is possible to the Landlord's Retained Land and as little disturbance and inconvenience as possible to the Landlord and any occupier of the Landlord's Retained Land;
 - 2.2 make good (at its own sole cost and expense) any damage caused in the exercise of such right; and
 - 2.3 indemnify the Landlord and any other occupiers of the Landlord's Retained Land and keep them indemnified against all damage and loss suffered by them arising directly or indirectly out of the exercise of such right.

SCHEDULE 2
Rights Reserved

1. The following rights are excepted and reserved from this lease to the Landlord for the benefit of the Landlord's Retained Land:
2. rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the term;
3. Landlord reserves the right to enter the Premises:
to carry out any works to any other part of the Landlord's Retained Land;
and
for any other purpose mentioned in or connected with this lease;
the rights reserved; and
the Landlord's interest in the Premises or the Landlord's Retained Land.
4. The Reservations may be exercised by the Landlord and by anyone else who is or becomes entitled to exercise them, and by anyone authorised by the Landlord.
5. In exercising the rights reserved to the Landlord by this Lease which involve entry onto the Premises the Landlord must:
cause and ensure that those exercising such rights on its behalf cause as little damage as is possible to the Premises and as little disturbance and inconvenience as possible to the Tenant and occupier of the Premises;
make good (at its own sole cost and expense) any damage caused in the exercise of such right; and
indemnify the Tenant and any other occupiers of the Premises and kept them indemnified against all damage and loss suffered by them arising directly or indirectly out of the exercise of such right.

IN WITNESS whereof the Landlord and the Tenant have executed this Lease as a Deed the day and year first before written

Executed as a DEED by affixing the)
COMMON SEAL of **NORTH SOMERSET**)
DISTRICT COUNCIL in the presence of :-)

Assistant Director Governance /
Solicitor for the Council

THE COMMON SEAL of **PORTISHEAD**)
TOWN COUNCIL was hereunto affixed in)
the presence of :-)