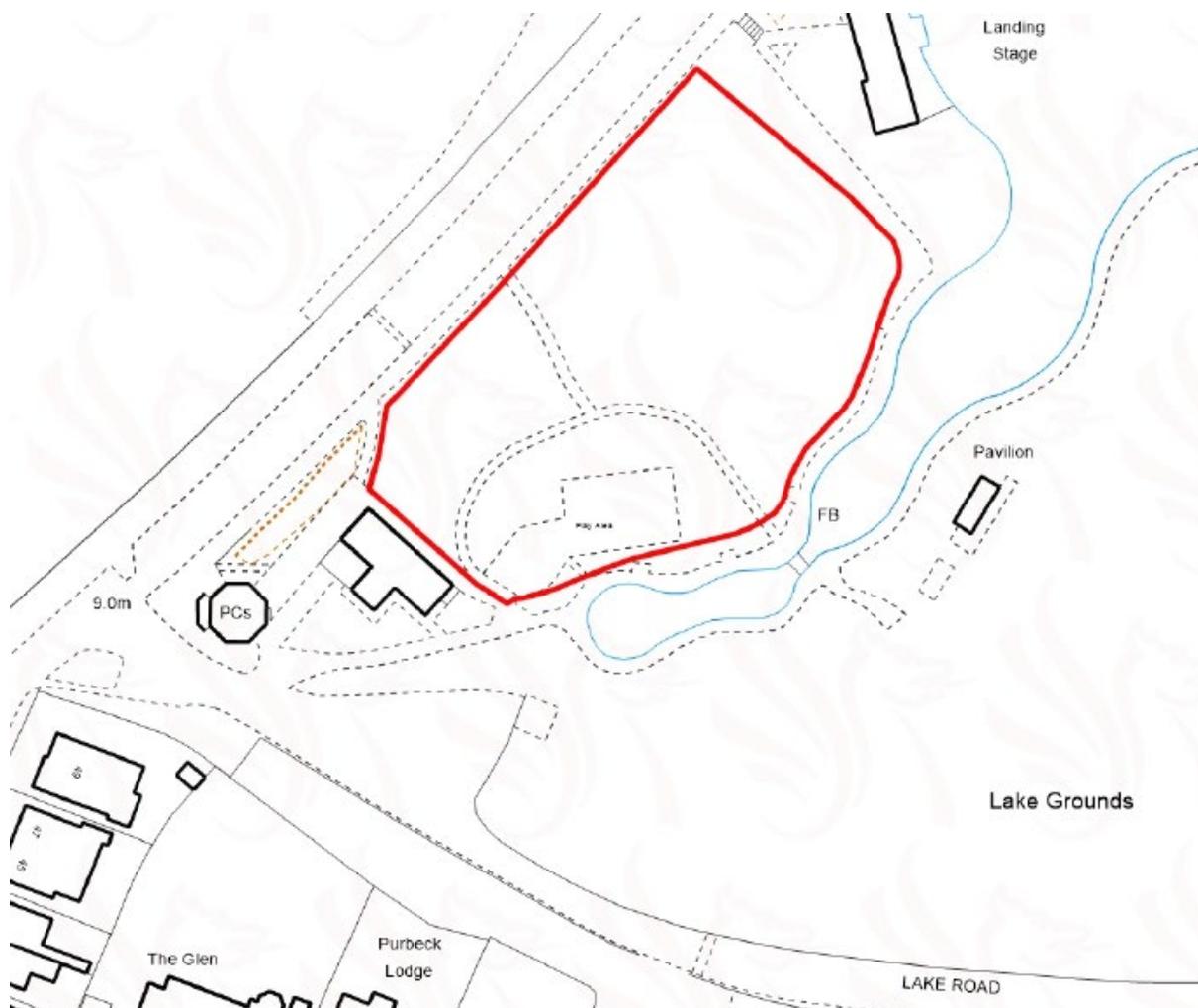


**Proposed Heads Of Terms for Lease of Land to Portishead TC for a Childrens
Play Area and Skateboard Park at Lake Grounds, Portishead**

Subject to Contract and Subject to Council Approval

- 1. The Landlord:** NSC
- 2. The Tenant:** Portishead Town Council
- 3. The Premises:** The area of land as shown edged red on the following Plan:



- 4. The Term:** 30 Years, from the completion date of the lease
- 5. The Rent:** £1 pa
- 6. Rent Reviews:** None.
- 7. The Permitted Use:** As a children's play area and skate park

8. Insurances: The Tenant is to insure the Premises and maintain a minimum of £5m public indemnity insurance , which may be reviewed by the Landlord to a higher minimum figure at any time throughout the term, subject to the Landlord acting reasonably.

9. Outgoings/Utilities: All outgoings and costs of connection in respect of utilities and services to the Premises, including but not exclusively any rates, taxes, insurances, water, electricity, telephone or any other costs in respect of services to or consumed at the Premises are to be met by the Tenant.

10. Lease to be 'Contracted Out' : of LTA 54 rights to renew on expiry

11. Indemnity: The Tenant is to indemnify the Council against all and any claims for damage or injury arising from any rights granted under the lease and the Tenant's use of the Premises.

12. Cleaning , Maintenance and Decoration: The Tenant is to keep the Premises and any equipment or structures at the Premises, including the perimeter fencing and gates, in good repair and decoration throughout the Term, to the reasonable satisfaction of the Landlord. As often as may be necessary to ensure the safety of the public, the Tenant is to carry out regular safety inspections of the Premises and all structures and equipment at the Premises and carry out any maintenance works required, without delay. The Tenant is to keep the Premises and the immediate surrounding area clean and tidy and free of litter at all times.

13. Alienation: No assignment or sub-letting to be permitted

14. Alterations: To be permitted, subject to the Tenant obtaining any other Necessary Consents and the Landlord's written consent and approval, prior to the commencement of any works of alteration.

15. 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

16. Yielding Up: On termination of the lease, if so requested by the Landlord, the Tenant is to remove any equipment and structures from the Premises and reinstate the land to a level grass play area, to the satisfaction of the Landlord .

17. Costs of Lease: The Tenant is to reimburse the Landlord's costs, including any costs of advertising the proposed disposal of an area of open space which may be required to comply with the requirements of s123 Loc govt Act 1972

18. Preamble to the Lease: It is to be explained in a background preamble to the lease, that both parties recognise, agree and intend that the Tenant will be required to make significant investment in the Premises, at its own cost, to improve, upgrade and continually update the facilities for the Permitted Use, as soon as practicably possible throughout the Term, to the reasonable satisfaction of the Landlord.