



# SPRING HILL GARDEN

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TOWN COUNCIL MEETING

REPORT 85/16

12 DECEMBER 2016

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The purpose of this paper is to ask Members to consider and approve draft Heads of Terms provided by the Isle of Wight Council as the basis of a lease for Spring Hill Garden and the adjacent paved area.

**No. DETAIL**

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**1) BACKGROUND**

- a) Spring Hill Garden has been cared for by the Spring Hill Garden Group of volunteers set up in 2004 and they, Ventnor Enhancement Fund and the Town Council agree that it has reached the stage at which it needs some more radical work requiring significant funding.
  - b) Ventnor Enhancement Fund is also keen to see some development of the adjacent paved area.
  - c) Together, these two areas represent a significant town centre space.
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**2) DEVELOPMENT**

- a) The Public Buildings Working Group has considered the advantage to the town of the Town Council having control of these two spaces to allow development to proceed.
  - b) The Isle of Wight Council officers have responded positively to the request for a lease of the combined area and have provided a draft Terms of Reference for one.
  - c) This was considered by the Public Buildings Working Group at its meeting of 29 November and agreed, subject to negotiation around the break clause, to recommend the Town Council to accept it as the basis for the preparation of a draft lease.
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**3) RECOMMENDATION**

The Town Council is recommended to accept the Heads of Terms as the basis of a draft lease subject to further discussion with the Isle of Wight Council about the proposal break clause.

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**Ventnor Town Council**  
**Heads of Terms for Lease (Subject to Contract)**

<b>Lessor:</b>	Isle of Wight Council, County Hall, High Street, Newport, Isle of Wight, PO30 1UD.
<b>Lessee:</b>	Ventnor Town Council Salisbury Gardens, Dudley Road, Ventnor, Isle of Wight PO38 1EJ  Is the Lessee existing or new? <del>Existing</del> /New
<b>Contact:</b>	Name: David Bartlett (Town Clerk) Address: Ventnor Town Council Salisbury Gardens, Dudley Road, Ventnor, Isle of Wight PO38 1EJ Email: townclerk@ventnortowncouncil.org.uk Tel: 01983 559119
<b>Address and Description of Property:</b>	All that property known as Springhill Gardens and seating area at Ventnor, shown edged red on the plan attached.  Is the Property currently vacant?                      Yes/ <del>No</del>
<b>Buildings:</b>	Land and buildings or land only?                      Land only
<b>Any appointed solicitor?</b>	Name <b>Lessee to Advise</b> Address DX Email Tel
<b>Date of Commencement:</b>	Lease completion date
<b>Term:</b>	The lease is to be for a term of thirty years (30 years).
<b>Annual Rent:</b>	A rent of £1 per annum will be payable, if demanded.
<b>VAT:</b>	VAT is chargeable on the rent <del>Yes</del> /No
<b>Rent Payment Dates:</b>	1st April in each year
<b>Other Payments:</b>	Insurance/service charges payable <del>Yes</del> /No
<b>Rent Reviews:</b>	There will be no rent review
<b>Outgoings/Utilities:</b>	The Lessee will be responsible for all outgoing and running costs relating to the property (including business rates, water rates, electricity, gas, etc).
<b>Repairs:</b>	The Lessee will be responsible for all repair and maintenance of the property, structures, grounds, boundaries and other facilities constructed upon the demised premises and for keeping these in good and substantial repair and condition.
<b>Decorations:</b>	The Lessee will be responsible for keeping any buildings erected or to be erected in good decoration
<b>Alterations:</b>	The Lessee will not be permitted to undertake structural alterations or erect new buildings without the landlord's consent, such consent not be unreasonably withheld.

**Insurances:** The Lessee will be responsible for all insurances relating to the Property and in particular for ensuring there is third party liability insurance cover in force throughout the Term to the Lessor's reasonable satisfaction for a minimum sum of five Million Pounds Sterling ( £5,000,000).

**Permitted Use:** The Permitted use of the property is for public open gardens and seating area for the use and enjoyment by members of the public.

**Alienation:** The Lessee will not be permitted to share occupation, assign or sublet the Property in whole or in part without the Lessors prior written consent, such consent not to be unreasonably withheld.

For the avoidance of doubt the Landlord's consent will be deemed to have been granted in respect of any recreational or leisure hires located on the Property where such hires are granted by the Tenant in the normal course of its business. .

**Charging:** The Lessee is not permitted to charge the property without consent

**Health & Safety:** The Lessee will be responsible for all health & safety matters relating to the use of the Property including compliance with LOLER and PUWER regarding pressure vessels and lifting equipment and all other relevant legislation.

**Lessor/Lessee Break Options:** Lessee may break on giving \_\_\_\_\_ months' notice **Yes/No**  
 Lessor to break if the Property is required for redevelopment or other purpose **Yes/No**

**Landlord & Tenant Act Part II**  
**Legal Fees** The lease is to exclude security of tenure  
 Each party will be responsible for their own legal fees

**Other:** 1. The grant of the lease will be subject to receipt of and consideration of any objections to the proposed disposal which may be made in accordance with section 123 of the Local Government Act 1972

Signed.....

Print Name:.....

Date:.....

**Other information required by Legal Services**

**TF Lettable Unit:**

**Budget Codes:** Rent Code: [ ]  
 Insurance code (if applicable): [ ]  
 Service charge code (if applicable): [ ]

**Executive/Delegated Authority** Executive approval Yes/No  
 Date of approval: [ ]

# Spring Hill Gardens, Ventnor [Scale 1:1250 @ A4]

