



VENTNOR PARK: HEADS OF TERMS

TOWN COUNCIL MEETING

REPORT 62/20

10 AUGUST 2020

The purpose of this Report is to ask Members to agree a response to the draft Heads of Terms for a lease of Ventnor Park to the Town Council.

No. DETAILS

1) BACKGROUND

- a) The Town Council was first informed by the Isle of Wight Council was going to include the full grounds maintenance of Ventnor Park in its programme of Budget savings in a letter from its Chief Executive John Metcalfe dated 11 January 201 with effect from January 2019.
- b) The Town Council's Annual Consultation meeting of 29 January 2018 considered the implications of that letter, along with Isle of Wight Council's intention to close its Youth Services and the Town Council's interest in Boniface Fields.
- c) The 120 residents present, working in 10 table-based groups were asked to score all three projects for potential inclusion in the Town Council's Budget from 2018/19.
- d) All three were strongly supported with the funding of the Park getting a 'Support' rating from three of the of the Groups and a 'Strongly Support' from the other seven with a projected cost to the Precept of £40,000 a year.

2) THE LEASE

- a) The Town Council consequently informed the Isle of Wight Council that it was willing to fund the full grounds maintenance of the Park, less the contribution from the Isle of Wight Council for its statutory responsibility for grass cutting and litter bin emptying, subject to being granted a lease from the Isle of Wight Council for the whole of the Park area.
- b) That was agreed in principle with implementation being postponed due the Isle of Wight Council re-tendering the whole of its Island-wide Grounds Maintenance work.
- c) The lease was expected to be in place by the start of this financial year but was further delayed as the agreement made its way through the Council's internal processes and the Town Council was finally informed that agreement had been confirmed and the Heads of Terms would be provided by the end of July.

3) THE HEADS OF TERMS

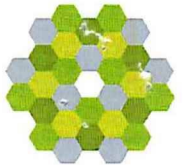
The Heads of Terms for the Lease are now available for the Town Council's consideration and a copy of them is attached to this Report together with the relevant ground plan.

4) RECOMMENDATION

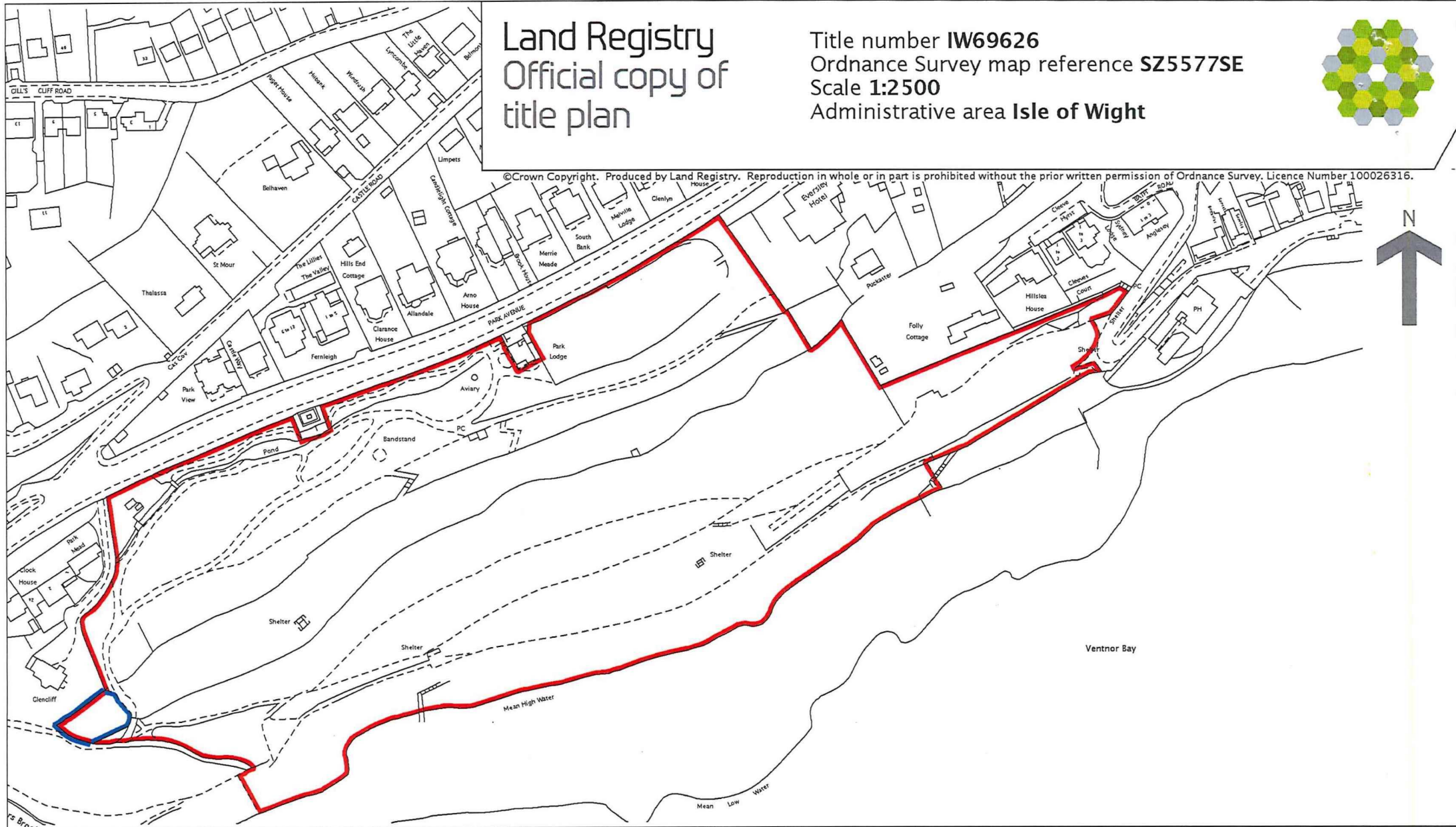
Members are recommended to consider the draft Heads of Terms and related plan with a view to agreement with them.

Land Registry Official copy of title plan

Title number **IW69626**
Ordnance Survey map reference **SZ5577SE**
Scale **1:2500**
Administrative area **Isle of Wight**



©Crown Copyright. Produced by Land Registry. Reproduction in whole or in part is prohibited without the prior written permission of Ordnance Survey. Licence Number 100026316.



Ventnor Town Council - Lease

Heads of Terms (Subject to Contract)

Lessor:	Isle of Wight Council, County Hall, High Street, Newport, Isle of Wight, PO30 1UD.
Lessee:	Ventnor Town Council, The Clerk, 1 Salisbury Gardens, Dudley Road Ventnor, Isle of Wight PO38 1EJ
Lessee Contact Details:	Name: David Bartlett, The Clerk, 1 Salisbury Gardens, Dudley Road Ventnor, Isle of Wight PO38 1EJ Email: townclerk@ventnortowncouncil.org.uk Tel: 01983 857840
Solicitors Details	Name: Lessee to provide details of Solicitor if applicable Address: Email: Tel:
Address and Description of Property:	All that land and premises known as Ventnor Park, Park Avenue, Ventnor, Isle of Wight, shown edged red on the plan attached.
Term:	The lease is to be for a term of Thirty years (30 years) to commence from lease completion.
Rent:	A rent of £1 per annum will be payable, if demanded.
Rent Reviews:	There will be no rent review.
Outgoings:	The Lessee will be responsible for all outgoing and running costs relating to the property (including business rates, water rates, electricity, gas, etc).
Repairs:	The Lessee will be responsible for all repair and maintenance of the existing buildings, structures, grounds, boundaries and other facilities constructed upon the demised premises and for keeping these in good and substantial repair and condition.
Permitted Use:	The Permitted use of the grounds and premises is for recreational events and other recreational use and enjoyment by members of the public.
Alienation:	The Lessee shall not be permitted to share occupation, assign or sublet the Property in whole or in part, subject to Landlords consent. 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. .
Alterations:	The Lessee will not be permitted to undertake structural alterations or erect new buildings without the landlord's consent, which should not be unreasonably withheld.
Insurances:	The Lessee will be responsible for all insurances relating to the Property and also for ensuring there is third party liability insurance cover in force throughout the Term to the Landlord's reasonable satisfaction for a minimum sum of Ten Million Pounds Sterling (£10,000,000).
Health & Safety:	The Lessee will be responsible for all health & safety matters relating to the use of the Property.

Lessor/Lessee Break Options:

Lessee may break on giving not less than twelve months notice
Lessor to break if the Property is required for redevelopment or other purpose on giving twelve months notice

Landlord & Tenant Act Part II

The lease shall be excluded from the security provisions of the Landlord & Tenant Act 1954 Part II.

Legal Fees

The Lessee shall be responsible for the Lessors Legal costs for producing this lease. The costs shall be capped at £450

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:**

[New Unit] As found on Technology Forge

Budget Codes:

Rent Code: [No rent applicable]
Debtor number is existing [N/A]
Contract number if existing [N/A]

Insurance code (if recharged): [N/A]

Please confirm if Tenant is to insure Property Yes/~~No~~

Service charge code (if applicable): [N/A]

Executive/Delegated Authority

Executive approval Yes/~~No~~

Date of approval: [N/A]

Delegated Authority
Alex Minns/~~Ash Curzon~~ Yes/~~No~~

New Lessees only:**Are there any meters at the Property will need to be read at completion?**

~~Yes~~/No

If yes please confirm and provide the relevant reading in the boxes below:

[N/A] Gas
[N/A] Water
[N/A] Electric