



# NORTH STREET PLAY AREA

TOWN COUNCIL MEETING

REPORT 42/22

16 MAY 2022

The purpose of this Report is to ask Members if they are willing to agree the provided Heads of Terms as the basis for a lease from the Isle of Wight Council for the North Street Play Area.

**NO. DETAILS.**

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**1) BACKGROUND**

- a) The Town Council's direct involvement with the North Street Play Area dates back to April 2019 when the Isle of Wight Council removed the swings on the grounds of safety without prior consultation.
  - b) That led to a meeting attended by 45 residents on 25 April 2019 with the Isle of Wight Council's Lee Matthews that prompted the formation of the Longdown Residents Association.
  - c) The possible transfer of the area to the Town Council was raised but subsequent discussions were paused as the Isle of Wight Council indicated it intended to develop and implement an Island-wide strategy for ownership of play areas.
  - d) Three years later and with no Island-wide strategy in place, the Isle of Wight Council has offered to lease the site to the Town Council.
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**2) HEADS OF TERMS**

- a) The Heads of Terms for a lease have been provided and a copy is attached to this Report.
  - b) The document was considered by the Assets and Services Working Group at its meeting of 26 April and recommends its acceptance and agreement to the quoted £1,040 cost of regular inspections.
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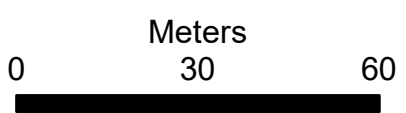
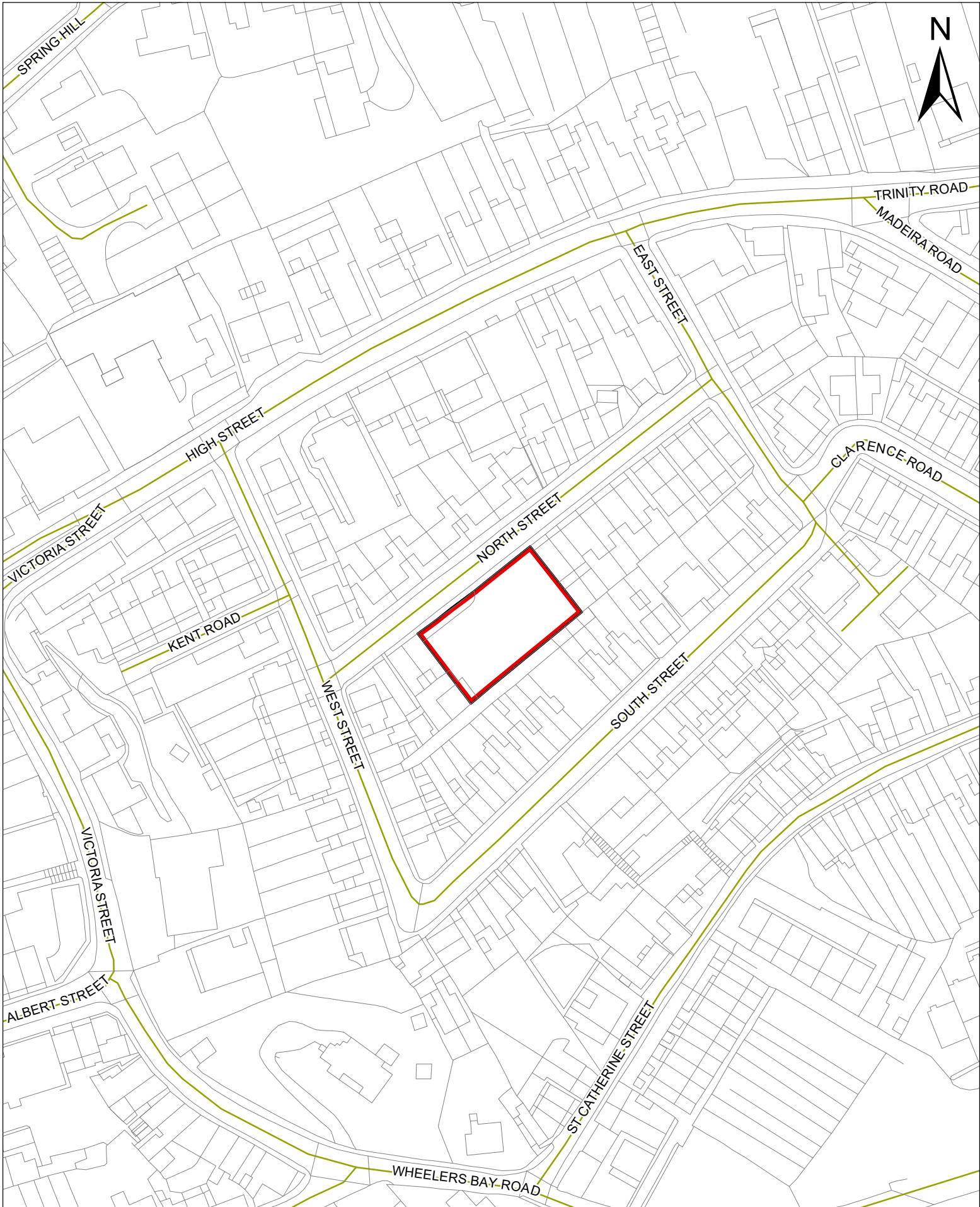
**3) RECOMMENDATION**

The Town Council is recommended to agree the Heads of Terms for a lease of the North Street area and the quoted cost of £1,040 pa for safety inspections.

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# North Street Play Area, Ventnor

[Scale 1:1250 @ A4]



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## Ventnor Town Council - Lease

### Heads of Terms (Subject to Contract) North Street Play Area, Ventnor

<b>Lessor:</b>	Isle of Wight Council, County Hall, High Street, Newport, Isle of Wight, PO30 1UD.
<b>Lessee:</b>	Ventnor Town Council, The Clerk, 1 Salisbury Gardens, Dudley Road Ventnor, Isle of Wight PO38 1EJ
<b>Lessee Contact Details:</b>	Name: David Bartlett, The Clerk, 1 Salisbury Gardens, Dudley Road Ventnor, Isle of Wight PO38 1EJ Email: townclerk@ventnortowncouncil.org.uk Tel: 01983 857840
<b>Address and Description of Property:</b>	All that land and premises known as North Street Play Area, Ventnor, Isle of Wight, shown edged red on the plan attached.
	Is the Property currently vacant? <span style="float: right;"><del>Yes</del>/No</span>
<b>Buildings</b>	Land and buildings <del>or land only?</del> <span style="float: right;"><del>Yes</del>/No</span>
<b>Any appointed solicitor?</b>	Name – lessee to provide details Address DX Email Tel
<b>Date of Commencement:</b>	Completion date
<b>Term:</b>	The lease is to be for a term of Thirty years (30 years) to commence from lease completion.
<b>Annual Rent:</b>	A rent of £1 per annum will be payable, if demanded.
<b>VAT:</b>	VAT is chargeable on the rent <span style="float: right;"><del>Yes</del>/No</span>
<b>Rent Payment Dates:</b>	1 <sup>st</sup> April in each year
<b>Other Payments:</b>	Insurance charges <span style="float: right;"><del>Yes</del>/No</span>
	Service charges payable <span style="float: right;"><del>Yes</del>/No</span>
	In advance <span style="float: right;"><del>Yes</del>/No</span>
<b>Rent Reviews:</b>	There will be no rent review.
<b>Outgoings:</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>	<p>The Lessee will be responsible for all repair and maintenance of the existing structures, grounds, boundaries and other facilities constructed upon the demised premises and for keeping these in good and substantial repair and condition.</p> <p>The weekly inspections of the Playground equipment shall be undertaken by the Lessors Environment Officers. All defects shall be reported to the Lessee who will be responsible for arranging the necessary repairs/replacement. The current annual cost for this service is £1040 which shall be payable by the Tenant on an annual basis. This fee shall be reviewed on a regular basis.</p>

<b>Decorations</b>	The Lessee will be responsible for keeping any buildings erected or to be erected in good decoration
<b>Alterations:</b>	<p>The Lessee shall not make any external or structural alteration or addition to the property without the consent of the Lessor, such consent not to be unreasonably withheld</p> <p>The Lessee shall not make any internal, non-structural alteration to the property without the consent of the Lessor, such consent not to be unreasonably withheld.</p> <p>Where applicable the Lessee must comply with all Planning &amp; Building Regulations and provide evidence to the Lessor that it is compliant.</p>
<b>Insurances:</b>	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).
<b>Permitted Use:</b>	The Permitted use of the grounds and premises is for the purpose of a childrens play area.
<b>Rights to be granted:</b>	None required
<b>Alienation:</b>	The Lessee shall not be permitted to share occupation, assign or sublet the Property in whole or in part, subject to Landlords consent.
<b>Charging:</b>	The Lessee is allowed to charge the property without consent Yes/No
<b>Health &amp; Safety:</b>	The Lessee will be responsible for all health & safety matters relating to the use of the Property.
<b>Lessor/Lessee Break Options:</b>	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
<b>Landlord &amp; Tenant Act Part II</b>	The lease shall be excluded from the security provisions of the Landlord & Tenant Act 1954 Part II.
<b>Legal Fees</b>	The Lessee shall be responsible for the Lessors Legal costs for producing this lease. The costs shall be capped at £450
<b>Other:</b>	<ol style="list-style-type: none"> <li>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</li> </ol>

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