

**Without Prejudice**

**Subject to Contract and Council Approval**

Provisional Heads of Terms – Proposed Tenancy of

<u>1. Landlord:</u>	Chorley Borough Council, Town Hall, Market Street, Chorley PR7 1DP.
<u>2. Tenant:</u>	Astley & Buckshaw JFC c/0 Mr. Martin Swindells,17,Mimosa Close,Euxton.PR71BT
<u>3. The Premises:</u>	<p>The facility recently constructed at Westway Playing Fields, but restricted to the playing fields themselves in accordance with the boundaries of the site are shown edged red for identification purposes on the attached location plan. The proposed equipment storage facilities are to be provided in the existing container located within the demised land to be used for storage and maintenance of equipment owned or leased by the Tenant to be used for the maintenance of the playing pitches and associated with the Tenant's use of the premises. The Tenant to be allowed use of the kitchen and toilet facilities within the Westway Pavilion in common with other users and subject to such times as agreed with the Council.</p> <p>Other parties will be permitted to use the facilities by prior arrangement with the Tenant at such times as when not in use by the Tenant.</p>
<u>4. Rent:</u>	1 Peppercorn, if demanded
<u>5. User:</u>	The Tenant shall be allowed to utilise the pitches shown edged red on the attached plan for the purpose of staging activities associated with the Club, including but not restricted to football matches and training.
<u>6. Access:</u>	The Premises are accessed from the adjoining highway.
<u>7. Lease Period:</u>	<p>The Agreement will be for a term of 25 years to commence from the date of completion. The Tenant will be allowed to break the lease subject to serving 6 month's notice on the Council in the following circumstances-(i)In the event that the Club folds and ceases to operate;(ii) In the event that the Club continues to operate but at a significantly reduced volume of membership. In either eventually the Tenant would be responsible for any outstanding Grant liability to the F.A.</p> <p>The Lease is to be excluded from the protection of sections 24-28 of the Landlord and Tenant Act 1954.</p>
<u>8. Statutory Provisions</u>	The Tenant will comply with all statutory provisions affecting their use of the premises such as Health & Safety.
<u>9. Maintenance and Repair:</u>	The Tenant is to be responsible for maintaining the pitches and the Council will maintain responsibility for cutting the grass on the edges of the pitches. A pitch power survey is to be

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	<p>carried out by the F.A. and regular pitch maintenance to be carried out by the Club to the F.A.'s requirements. The Club to mow the pitches in the growing season in accordance with the enhanced programme recommended by the F.A. For regular pitch mowing and maintenance and out-of-season repairs including decompaction measures, the Club will apply to the F.A. for machinery grants. The completion of the lease will be conditional on the F.A. grant being obtained. The grant approval to be conditional on both parties and pending approval a temporary occupation licence will be offered to the Club. A maintenance programme is to be agreed to protect the life of the in-situ drainage measures and quotes to be obtained for regular jetting of the piped drainage system. The Council will carry out appropriate measures-bollards/fencing etc. to prevent unauthorized access onto the site which could lead to pitch damage and will reference all the access points onto the site to minimize this risk.</p> <p>The premises to be maintained to the satisfaction of the Landlord and in accordance with FA requirements, including the drainage system installed by the Landlord, and the Tenant to yield up in a sound and tenantable condition on determination of the lease. The Tenant to make good any damage caused to the Council's retained land and premises arising from its occupation and use of the premises.</p>
<u>10. Decoration</u>	The tenant will be responsible for the external and internal decoration of the container buildings to the full satisfaction of the landlord every 3 years.
<u>11. Insurance:</u>	The Tenant is to be responsible for any insurance they require arising from their use of the premises, including Public Liability Insurance to an agreed sum of cover. The Council will insure the container, the cost of which will be recovered from the Tenant by way of insurance rent.
<u>12. Possession:</u>	The Tenant will have possession of the premises during matches and training sessions but will permit the Landlord and/or their agents and members of the public access at all other times.
<u>13. Alterations:</u>	The Tenant must not make any alterations to the Premises without the prior written consent thereto of the Landlord.
<u>14. Outgoings:</u>	The Tenant is to be responsible for the payment of any other outgoings or expenses in connection with their use of the Premises/pitches where applicable.
<u>15. Indemnity:</u>	The Tenant must indemnify the Landlord and keep the Landlord indemnified from and against all actions, proceedings, costs, claims, demands, damages, expenses losses or other liability arising as a result of the Tenant's or

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	any third party's use of the premises.
<u>16.Planning:</u>	The Tenant will comply with all statutory regulations affecting their use of the premises, including obtaining any necessary statutory consents, such as Planning Permission and any Building Regulations Consents. A copy of any such Consent is to be provided to the Landlord. The Club will need to obtain the Council's approval as landlord to any new buildings in addition to any planning approvals which may be necessary.
<u>17. Good conduct and Management of the land:</u>	The Tenant shall comply with any requirements from time to time communicated in writing by the Landlord to the Tenant for the good conduct and management of the premises.
<u>18. Nuisance:</u>	The Tenant shall not use, do or cause, permit or suffer to be done, any act or thing on or about or near the premises which may be or become a nuisance, disturbance, interference, inconvenience or cause damage or annoyance to other persons or which may infringe any statutory rule, order for regulation for the time being in force.
<u>19.Not to Transfer or Assign:</u>	This Tenancy is personal to the Licensee and no alienation of whole or part by assignment will be permitted. The Council's consent to subletting the pitches to other similar organisations will be required, such consent not to be unreasonably withheld and any subletting to be at the Council's Pitch Hire rates to be formalized and revised periodically.
<u>20. Costs:</u>	Each party to bear its own costs.