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Riverbank House, Bideford, Devon, EX39 2QG



Heads of Terms of Agreement for the Sports Ground at Kingsley Road, Bideford

Property Bideford Sports Ground, Kingsley Road, Bideford, EX39 2QG
Part of the property shown on Title DN546264 as shown on the attached plan edged red (up to the thick red line that marks the boundary of the pitch and the skate park – Land Registry compliant plan to be produced for lease. Indicative plan only at this stage).

Fees Each Party will be responsible for their own Legal Fees

Parties

Landlord Torrige District Council
Riverbank House
Bideford
EX39 2QG

Landlords Solicitor Torrige District Council
Riverbank House
Bideford
EX39 2QG
For the attention of Staci Dorey, Head of Legal and Governance

Tenant Bideford AFC Community Holding Limited
The Robins Nest, Kingsley Road, Bideford, EX39 1JA

Tenants Solicitor TBC

Terms	<p>Subject to Contract</p> <p>Subject to TDC Community & Resources Committee approval</p> <p>Subject to approval by the Fields in Trust (FIT). <i>(Reference to this approval is indicated in italics)</i></p> <p><i>In order to support the application to the FIT, the sports club must have an open membership and the membership fees should not be prohibitive. A copy of the club's constitution and evidence of reasonable membership fees needs to be provided to FIT.</i></p>
Term of Years	25 years from lease completion
1954 Act Protection	The security provisions of the LTA 1954 must be excluded from the Lease <i>(This is a requirement of the FIT)</i>
Schedule of Condition	To be agreed and documented by the parties at the outset of the lease. Cost of producing the Schedule of Condition to be met by the Tenant
Rent	£1pa
Demise and Subleases/Licenses	<p>The tenant is responsible for any subleases, licenses, pitch bookings, advertisement or other income in relation to the property, which will include any telecommunications equipment.</p> <p>The demise will include the floodlights, perimeter fences, gates, grandstands, changing facilities, dugouts, paths, roadway and other equipment on and within the site but exclude the Clubs Fixtures and Fittings as set out in the Schedule of the existing Licence. <i>(Reference to existing lease and licenses).</i></p>
Alienation	Where not by shared use of license is only permitted with the landlord formal written consent <i>(This is in accordance with the requirements of the FIT)</i>
Repairs and Maintenance	<p>Full repairing and insuring lease subject to a Schedule of Condition</p> <p>The tenant will be responsible for repairing, improving and maintaining the property in its entirety, including the maintenance of the pitch and its appropriate condition, as is required for the standard of football and sport played thereon.</p> <p>The tenant will be responsible for supplying and maintaining any equipment necessary for the ground maintenance.</p>

Insurance	The tenant is to insure the property
Rates and Utilities	All running costs to be paid in full by the tenant
Use	<p>Playing fields and ancillary accommodation and facilities for the use of the relevant football teams and other sporting users who would benefit from the facility, subject to the tenant's management of the premises.</p> <p>Ancillary uses relating to public entertainment, events, fundraising activities are also permitted, subject to the tenant's management.</p> <p>Tenant to make the playing fields and ancillary accommodation available for community use as set out in the accompanying Service Level Agreement</p> <p><i>For the Fields in Trust purposes, the permitted use of the lease should be within the user clause of the Deed of Dedication or is ancillary to it or compliments it.</i></p> <p><i>For reference, the use in the Deed of Dedication is "used in perpetuity as a public playing field for the benefit of the public".</i></p> <p><i>The FIT guidance does say that the lease to a sports club should provide some access to the general public when not in use by the club.</i></p>
Alterations	Require Landlords consent not to be unreasonably withheld(As is stipulated by the FIT)
Accessibility	<p>The lease to a sports club should provide some access to the general public when not in use by the club as set out in the attached SLA</p> <p>Notices will be kept on site to indicate that there is no public right of way through the ground, the perimeter gates to the adjoining property owned and managed by TDC will be locked out of hours.</p>
Conditions	<p>All income received by the Tenant is to be reinvested in maintenance and/or improvements to the playing fields, ancillary accommodation and facilities that comprise the property. Excludes incomes received from the Robin's Nest. The 2 income streams are to be separately accounted for.</p> <p>The grant of the new lease is subject to the termination of the licence for the pitch dated 26th January 2007</p>

Signed on behalf of Torridge District Council

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Signed by and on behalf of Bideford AFC Community Holding Limited

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Dated:

