

Date:

Draft for Discussion  
Subject to Contract  
Subject to Delegated Authority

**Draft Heads of Terms**  
**Lease of Play Area at Madley Brook and Springfield Integrated Primary School,**  
**Woodstock Road, Witney**

	<b>Uniform Lease Record</b>	TBA
1.0	<b>Landlord</b>	
1.0	The Landlord	West Oxfordshire District Council Woodgreen Witney OX28 1NB  Suzanne Barton Estates Officer 01285 623245 <a href="mailto:suzanne.barton@publicagroup.uk">suzanne.barton@publicagroup.uk</a>
1.1	The Landlord's Solicitors	Head of Legal Services - TBA
2.0	<b>Tenant</b>	
2.1	Tenant	Witney Town Council Town Hall Market Square Witney OX28 6AG <a href="mailto:townclerk@witney-tc.gov.uk">townclerk@witney-tc.gov.uk</a>
2.2	Tenant's Solicitors	TBA
2.3	Tenant's Agent	TBA
3.0	<b>Basics</b>	
3.1	Demised Premises	Play Area edged red on the attached plan
3.2	Registered title no.	Part ON253619
3.3	Plans attached	Yes
3.4	Term	Until 21st December 2029 or 25 years
3.5	Rent	peppercorn

3.6	VAT	No
3.7	Payable from	N/A
3.8	Payment terms (advance/ arrears)	N/A
3.9	Cost Centre & Income code for Rent	N/A
3.10	Completion Date	ASAP
3.11	Break Clause	None
3.12	User Clause	Play Area
3.13	Rent Review	None
3.14	Landlord & Tenant Act 1954 Secure Tenancy	No
3.15	Yield Up	Yield up at the demised premises at the expiry of the tenancy in good repair with all improvements and additions.
4.0	<b>Other Terms</b>	
4.1	Rights Granted	<ul style="list-style-type: none"> <li>• Access to demised outlined red</li> </ul>
4.2	Exceptions and Rights Reserved	<ul style="list-style-type: none"> <li>• Free passage of wires pipes and conduits</li> <li>• Right to enter onto the demised premises in an emergency and to carry out dilapidation works</li> <li>• Right to enter and inspect to ensure terms of lease being fulfilled</li> </ul>
4.3	Services Charge (including basis for collection)	None

4.4	Recharges/ Outgoings	Tenant's responsible for all outgoings
4.5	Insurance	Tenant's responsibility
4.6	Business Rates	Tenant's responsibility
4.7	Repair Liability	All repairs are the responsibility of the Tenant
4.8	Schedule of Condition	TBA
4.9	Assignment and subletting	Not permitted
4.10	Alterations	No alterations without Landlord's consent such consent not to be unreasonably withheld or delayed
4.11	Tenants Covenants	<p>All standard covenants</p> <ul style="list-style-type: none"> <li>• Tenant responsible for fence and landscaping along fence line</li> <li>• To comply with all applicable statutes</li> <li>• To maintain appropriate insurances</li> <li>• To indemnify the Landlord against all claims from the Tenant's use</li> </ul>
4.12	Landlords Covenants	Quiet Enjoyment
4.13	Signage	With Landlord's permission such consent not to be unreasonably withheld or delayed.
4.14	Security	Tenant
4.15	Health and Safety Attached	No
4.16	Rent Deposit (please provide expenditure code if different from rent code)	None
4.17	Costs	Each party to bear their own costs

4.18	Declaration of interests – by either party	<p>Any interests/relationship with the Council, Officers, Members, Tenant should be declared.</p> <p>I, Suzanne Barton, confirm I have no interest to declare in the above.</p>