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72 Lythwood Road  
SY3 0NL

Shropshire Council  
Shirehall  
Abbey Foregate  
Shrewsbury  
Shropshire SY2 6ND

Date: 10 February 2023

My Ref: MH/Efiling

Your Ref

Dear Bayston Hill Parish Council

## **WITHOUT PREJUDICE & SUBJECT TO CONTRACT**

### **PROPOSED MAIN HEADS OF TERMS FOR THE SURRENDER OF THE CURRENT LEASE AND GRANT OF A NEW LEASE OF PREMISES AT STANLEY PARKER PLAYING FIELDS, BAYSTON HILL**

I am prepared to recommend the grant of a new tenancy, subject to the following Main Heads of Terms:

<b>Landlord</b>	Shropshire Council, Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND
<b>Tenant</b>	Bayston Hill Parish Council, The Parish Office, Lyth Hill Road, Bayston Hill, Shrewsbury, SY3 0EW
<b>Landlords Solicitor</b>	Legal & Democratic Services, Shropshire Council, Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND
<b>Tenants Solicitor</b>	TBC. Draft lease to be sent to <a href="mailto:ted.clarke@shropshire.gov.uk">ted.clarke@shropshire.gov.uk</a>
<b>Demised Premises</b>	Approximately 6.8 acres of land, shown edged red on the attached plan.
<b>Term</b>	For 99 years, subject to the termination provisions provided below.
<b>Commencement Date</b>	On completion of the surrender of the existing lease.
<b>Permitted Use</b>	For recreation purposes only.
<b>Rent</b>	£1.00 p.a., if demanded, exclusive of business rates and plus VAT.
<b>Rent Payment Dates</b>	Annually on the anniversary of the commencement of the lease



<b>Termination</b>	The lease will be capable of termination immediately on notice given by the Landlord to the Tenant in the event of a breach by the Tenant of any of the Tenant's covenants or by the Tenant on giving not less than 6 months' written notice to the Landlord.
<b>Insurance Responsibilities</b>	The tenant will arrange Public Liability Insurance of £5,000,000.
<b>Indemnity</b>	The Tenant to indemnify the Landlord against all claims, proceedings or demands and the cost of expenses incurred thereby arising out of the use of the land.
<b>Alienations</b>	Not to part with possession of the premises or any part thereof, without the previous written consent of the Landlord, not to be unreasonably withheld.
<b>Repairs and Maintenance</b>	The Tenant to be responsible for keeping the demised premises in a clean and tidy condition and to maintain the boundaries, including any trees growing on the boundaries or within the land. The tenant will maintain its property, fixtures and alterations attached to the land in a reasonable state and to decommission the same if they shall not be capable of practical repair.
<b>Alterations</b>	The Tenant will be required to obtain consent for any alterations where it proposes not to reinstate the property at the end of the term.
<b>General Management</b>	The Tenant is to comply with all regulations reasonably made by the Landlord from time to time and notified to the Tenant for the good management of the site. The Tenant is not to use the premises in such a way as to cause nuisance, damage, disturbance, annoyance, inconvenience, or interference to the Landlord or to neighbours of the site. The Tenant to comply with all relevant health and safety legislation and cooperate with any requirements regarding health and safety.
<b>Statutory Requirements</b>	The Tenant must not do anything which would constitute a breach of any statutory requirement. affecting the premises or which might invalidate any insurance affected in respect of the property. The Tenant must comply with all Acts of Parliament orders bylaws and regulations of any public or local authority affecting the premises.
<b>Other Outgoings</b>	The Tenant to be responsible for paying all existing and future taxes, rates, and any other outgoings payable by law charged assessed or imposed upon the Demised Premises or upon the owner or occupier
<b>Other</b>	The lease will be subject to the provisions of paragraph 4 of a Deed of Dedication dated 10 December 2012 made between (1) Shropshire Council (2) The Parish Council of Bayston Hill and (3) National Playing



	Fields Association. A certificate signed by the National Playing Fields Association (Fields In Trust) will be required prior to the letting.
<b>Costs</b>	The Tenant will pay the Landlords reasonable costs for the preparation of the lease to be capped at a figure of £400, subject to there being no significant changes to the approved terms.
<b>Conditions</b>	Should any permission be gained to use the site for carbon offsetting and/or biodiversity net gain, then Shropshire Council shall be entitled to 100% of the proceeds that arise from this.

You are advised that, on signing the tenancy, you will be party to a legal binding agreement and are strongly advised to seek your own legal advice to ensure that you fully understand your obligations and responsibilities.

If you have any queries, please contact me on the telephone number shown below.

Yours sincerely,



Matt Hamer  
Assistant Estates Surveyor  
Assets & Estates  
The Shirehall,  
Abbey Foregate,  
Shrewsbury  
SY2 6ND  
[Matt.Hamer@shropshire.gov.uk](mailto:Matt.Hamer@shropshire.gov.uk)  
01743 252 493

Signed on behalf of Bayston Hill Parish Council

I..... wish to proceed, subject to the above terms.

Signed: ..... Dated: .....

Full Name: .....

