ITEM 6.4

John Fullbrook

Subject: FW: Fletchers Croft Play Area, Steyning
Attachments: Fletchers_Croft_PlayArea_Dec18.pdf; Fletchers Croft Play Area Licence.pdf; Fletchers Croft Play Area Licence_1.pdf

Importance: High

Fletchers Croft Play Area, Steyning: Subject to Contract

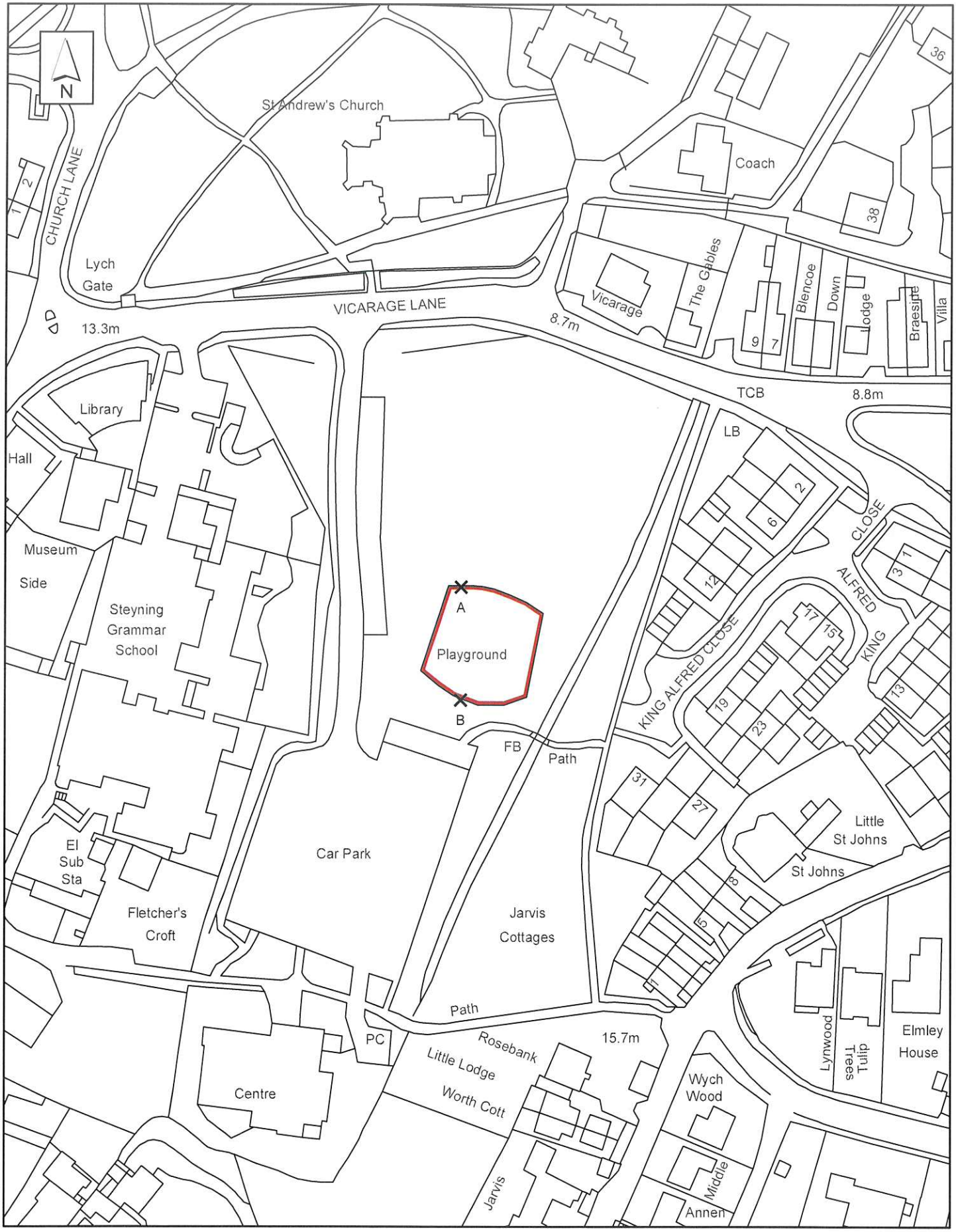
Apologies for the delay in responding to you however my colleague, Tom Crosdil is dealing with this. We were originally awaiting feedback from our Parks Services colleagues which confirmed that there are no objections to a longer lease/licence to the Parish Council. This matter has in the interim been overlooked however I think we should now pursue the completion of a lease or licence in order to regularise the situation. In this respect it may be that the Council is constrained in granting a lease because the land is Public Open Space and it may have to be a licence.

In the circumstances I am prepared to recommend the Council to grant to the Parish Council a new 30 year lease or licence of the Play Area at St. Cuthmans Field, Fletchers Croft on the broad terms set out below with reference to the previous formal leases attached hereto as follows:

- **Landlord:** Horsham District Council
- **Lessee/licensee**: Steyning Parish Council
- **Demised Land:** The land shown edged red on the attached plan together with pedestrian rights of access over the adjoin retained land owned by HDC.
- **Rental/Licence Fee:** £1 pa if demanded (Peppercorn)
- **Term:** 30 years with effect from 1st January 2020.
- **Use:** To use the land for the erection, maintenance and repair of a Play Area together with surrounding perimeter fence as set out in the previous leases in accordance with all health, safety and operational guidelines applicable to Play Areas.
- **Insurance:** The Lessee to indemnify the Council against all claims for loss or damage howsoever caused arising out of the permitted use of the land and to hold Public Indemnity Insurance Cover to a minimum level of £10m.
- **Determination:**
- Upon Expiry of the Term.
- By the tenant giving a minimum of 6 months' notice prior to the anniversary of the commencement date of the Lease throughout the term.
- By the Landlord on giving a minimum of 6 months' notice at every 5th anniversary of the lease in the event that the Landlord requires the land for redevelopment purposes.
- Forthwith in the event of a substantial irrevocable breach of covenant by the Tenant.
- **Costs**:
- Both parties to bear their own costs.
- **Otherwise all other terms** on a similar basis to the Leases dated 14th September 1984 and 16th February 1999.

I should be grateful if you would confirm your agreement in principle so that we can seek approval within the Council. You will note that I have reserved a Landlord's Break every 5 years for redevelopment purposes although such an event is considered extremely remote at present and has been proposed to protect the Council's interests.

Lastly, I am aware of another licence at Fletchers Croft regarding the provision of a services point for electricity and water for events on St Cuthmans Field and I wondered whether there was any merit in combining the two and possibly including the whole of St Cuthmans Field into one lease or licence to the Parish Council? Could you let either me or Tom Crosdil know in this respect. I shall also canvas my Parks Services colleagues to contemplate the merits, if any, of doing so.



Horsham District Council

Parkside, Chart Way, Horsham
West Sussex RH12 1RL.

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Fletchers Croft Play Area, Steyning

Reference No :	
Date: 17/12/2018	Scale : 1:1250 (at A4)
Drawing No :	Revisions :

DATED 16TH FEBRUARY 1999

BETWEEN:

HORSHAM DISTRICT COUNCIL

and

THE PARISH COUNCIL OF STEYNING

Licence in respect of
land at St Cuthmans Field
Vicarage Lane Steyning
for a Children's Playground

I R Davison
Chief Solicitor
Horsham District Council
Park House
North Street
Horsham
West Sussex RH12 1RL

Ref: SJW/CON(LL)1284

DATED 16th FEBRUARY 1997

IT IS HEREBY AGREED between the Licensor and the Licensee named in the Schedule hereto that the Licence dated the Fourteenth day of September One thousand nine hundred and eighty four of which the details are set out in the said schedule is hereby repeated for a period of SEVEN YEARS from the twenty fourth day of June One Thousand nine hundred and ninety eight

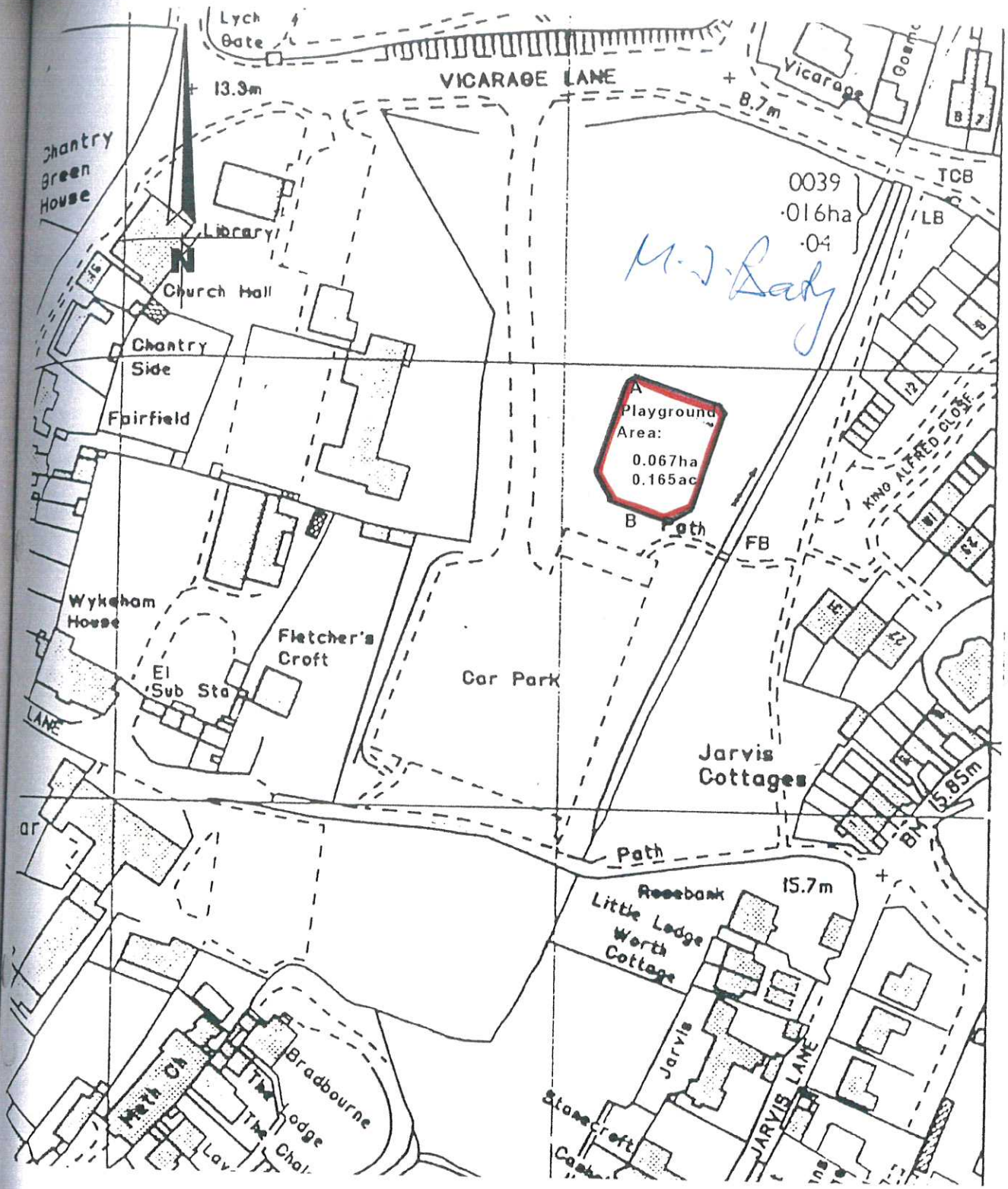
ALL other terms and provisions of the Licence, as varied by an endorsement dated the first day of November One thousand and ninety three, will apply to the Licensee's use of the Land for the said Seven year period

THIS constitutes a separate Licence and no continuity of use is hereby implied by the Licensor and none shall be assumed by the Licensee

IN WITNESS whereof the Common seal of the Licensor and the Licensee have been hereunto affixed the day and year first before written

THE SCHEDULE

Licensor:	Horsham District Council Park House North Street Horsham West Sussex
Licensee:	The Parish Council of Steyning The Steyning Centre Fletchers Croft Steyning West Sussex
Land:	Land situate at Fletchers Croft Steyning West Sussex shown edged red on plan number ST/5/PVA annexed to the Licence
Use:	Children's Playground
Fee:	One peppercorn



Childrens Playground
St. Cuthmans Field
Vicarage Lane,
Steyning

Scale: 1/1250 approx.

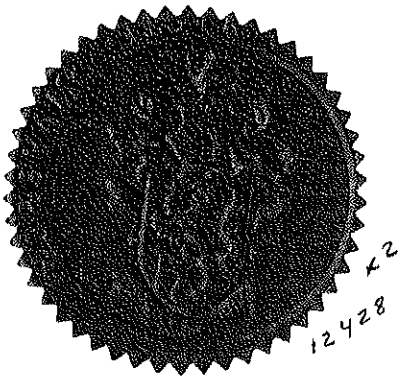
Plan No. PVO/ST/5

Reproduced from the Ordnance Survey Map with the Sanction of the Controller of H.M. Stationery Office.

THE COMMON SEAL of THE PARISH COUNCIL of STEYNING was hereunto affixed in the presence of:-

THE COMMON SEAL of HORSHAM DISTRICT COUNCIL was hereunto affixed in the presence of:-

Director of Law and Economic Development



THIS LICENCE is made the Fourteenth day of September One thousand nine hundred and eighty four BETWEEN HORSHAM DISTRICT COUNCIL of Park House North Street Horsham in the County of West Sussex (hereinafter called 'the District Council') of the one part and THE PARISH COUNCIL OF STEYNING in the said County of West Sussex (hereinafter called 'the Parish Council') of the other part

WHEREAS:-

(1) The District Council is the estate owner in respect of the fee simple in possession free from incumbrances of certain land situate at Fletchers Croft Steyning in the County of West Sussex used as a public open space of which the land shown edged red on the plan annexed hereto (usually known as St. Cuthmans Field) forms part

(2) The District Council has agreed in consideration of the covenants on the part of the Parish Council hereinafter contained to grant to the Parish Council a licence to erect and maintain children's play equipment upon the said land edged red on the said plan and to do such other acts and things as are hereinafter described for the term of years and upon the terms hereinafter mentioned

NOW THIS DEED WITNESSETH as follows:-

1. IN consideration of the covenants on the part of the Parish Council hereinafter contained the District Council hereby grants unto the Parish Council leave and licence (a) to erect and maintain children's play equipment on the land edged red on the said plan annexed hereto (b) from time to time at all reasonable times in the daytime enter upon the said public open space and the land edged red on the said plan for the purpose of erecting inspecting and maintaining the said play equipment for the term of seven years from the twenty fourth day of June One thousand nine hundred and eighty four

2. THE Parish Council hereby covenants with the District Council as follows:-

(a) To erect the said play equipment in accordance with the makers' instructions and to the satisfaction of the appropriate officer of the District Council

(b) To maintain the said play equipment in good and serviceable condition at all times

(c) To discharge all costs in connection with the provision erection and maintenance of the said play equipment

(d) To erect and maintain timber fencing of height three feet and six inches around the land shown edged red on the said plan together with suitable gateways at the points shown A and B on the said plan

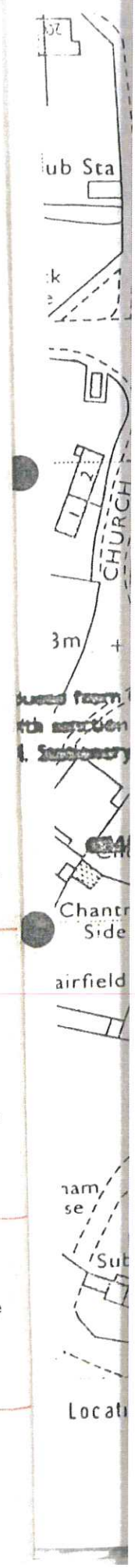
(e) To make good any damage caused as a result of the provision erection and maintenance of the said play equipment and to maintain the land on which the said play equipment is erected in a condition satisfactory to the appropriate officer of the District Council and to cut the enclosed grass during the growing season

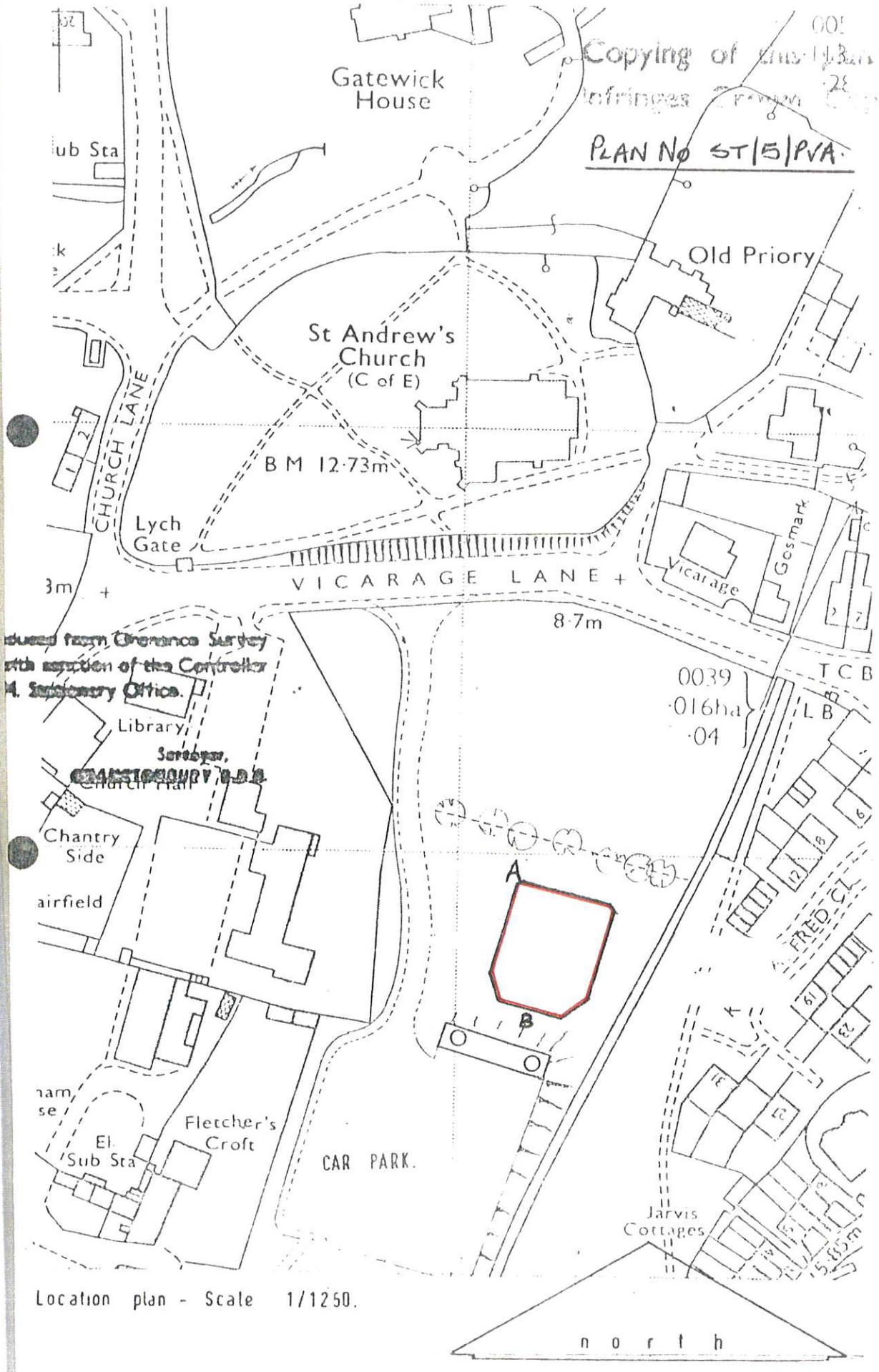
(f) To keep the District Council indemnified against all damages actions claims prosecution costs and expenses whatsoever arising from the provision erection maintenance and use of the said play equipment

(g) At the end or sooner determination of the said term as hereinafter provided or within seven days thereafter at their own expense to remove the said play equipment and restore the land or such part thereof as may have been disturbed or damaged to a condition satisfactory to the appropriate officer of the District Council

3. IF there shall be any breach non-performance or non-observance of any of the covenants on the part of the Parish Council herein contained then and in any such case it shall be lawful for the District Council forthwith by notice in writing addressed to the Clerk of the Parish Council to determine this licence and thereupon the same shall be determined without prejudice to the remedies of the District Council in respect of anything previously done or suffered

I N W I T N E S S whereof the Common Seal of the District Council has been hereunto affixed and Roger John Millman and Elaine Mary Dawson two members of the Parish Council have on behalf of the Parish Council hereunto set their hands and seals the day and year first before written





Location plan - Scale 1/1250.

SIGNED SEALED and DELIVERED by ROGER JOHN MILLMAN and ELAINE MARY DAWSON two members of the PARISH COUNCIL OF STEYNING in the presence of:-

R. J. Millman

Elaine Dawson.

PARISH CLERK
HIGHFIELD BARN
BOSTAL ROAD
STEYNING.