

John Fullbrook

Sent: 21 October 2020 18:13
To: John Fullbrook
Subject: FW: Fletchers Croft Play Area, Steyning

ITEM 9.2.1

Importance: High

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Good morning John,

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.

I look forward to hearing from you and should say that I am only in the office Wednesdays and Thursdays and am scheduled to fully retire at the end of December this year however Tom Crosdil (tel 01403 215485) will be able to progress matters.

Please do not hesitate to contact me should, you have any queries.

Kind regards

John Loxley
Asset Manager (Operational Property)