



# Northumberland County Council

County Hall Morpeth Northumberland NE61 2EF

Ashington Town Council  
65 Station Road  
Ashington  
Northumberland  
NE63 8RX

Our Ref:  
Your Ref: Ashington play areas  
Contact: Michael Gilroy  
Direct Line: [REDACTED]  
E-mail: [REDACTED]

Date: 25<sup>th</sup> April 2024

**WITHOUT PREJUDICE  
SUBJECT TO CONTRACT  
SUBJECT TO NECESSARY CONSENTS**

Dear Sarah

## **Lease Offer – Alexandra Road, North Seaton Colliery, Paddock Wood & People's Park play areas, Ashington**

I am prepared to recommend that the Council grant a lease of the above premises. The terms will be those contained in the Council's standard form of lease, as summarised below together with such other terms and conditions as the Head of Legal Services considers appropriate.

The main terms and conditions to which the Lessee will be required to agree will include the following:

- |    |                     |   |
|----|---------------------|---|
| 1. | <b>LESSOR</b>       | Northumberland County Council ("The Council")   |
| 2. | <b>LESSEE</b>       | Ashington Town Council  |
| 3. | <b>PREMISES</b>     | As shown edged red on the attached location plans   |
| 4. | <b>TERM</b>         | 25 years commencing from a date to be agreed  |
| 5. | <b>RENT</b>         | £peppercorn per annum, exclusive of VAT and rates   |
| 6. | <b>RENT REVIEWS</b> | n/a   |
| 7. | <b>BREAK CLAUSE</b> | The Lessee can terminate the lease on every 5th anniversary of the lease commencement date by |



giving the Lessor at least 6 month's notice in writing

8. **EXPIRY OF TERM** Upon the expiry of the lease the Lessee shall leave the play areas in situ & in good repair & condition unless the Lessor requests that any equipment & fencing is removed and any damage caused to the Council's land is made good
9. **REPAIRS**

The Lessee is to keep the Play Areas in good repair & condition including all surfaces, paths & fencing and replace any damaged equipment and install any new equipment to upgrade the facilities

The Lessee will keep any grass within the play areas regularly cut & trimmed
10. **LANDLORD AND TENANT ACT 1954** The terms of the lease will not provide Security of Tenure beyond the end of the term as the lease will be outside of the protection of the Landlord and Tenant Act 1954.
11. **ASSIGNMENT** The Lessee is not to sub-let, assign, charge or share possession the whole or any part of the premises
12. **ALTERATIONS**

The Lessee shall not carry out any structural alterations or additions to the premises without the Lessors prior written consent. Such consent not to be unreasonably withheld by the Council

The Lessor consents to the Lessee replacing and improving the play area equipment without Landlord consent
13. **USE** To use the premises as play areas for the community
14. **INSURANCE** The Lessee is to put in place a policy for the whole premises, including any equipment, contents, public and employers liability sufficient to indemnify the Council against all claims arising out of the Lessee's use of the premises, including malicious damage to the premises by third parties.
15. **GENERAL**
  - a) To be responsible for complying with all requirements of the Health and Safety Legislation and the Fire Precautions and to bear the cost of any such compliance
  - b) The provision of litter bins and removal of all litter from the Property
  - c) Not to store anything on the open land

- d) To be responsible for the payment of any rates, taxes, charges, outgoings including all utility payments
- e) To carry out all inspections of the play areas & equipment on a regular basis
- f) Not to permit or conduct any commercial sale by auction or otherwise in or on the premises

16. **PREMISES  
SUITABILITY**

No warranty is given as to the condition of the Premises and the Lessee must satisfy itself as to the same and its suitability for use and (without prejudice to the generality of the foregoing). In carrying out any works at the Premises the Lessee shall act with all due caution and take all appropriate health and safety & building regulation advice before commencing any such works along with obtaining any necessary planning consent.

17. **COSTS**

Both parties are responsible for their own costs in the preparation of the Lease Agreement and Counterpart

The Lessor will cover the costs involved to advertise the disposal of public open space by way of a lease, which the Lessor is required to advertise in the local newspaper on 2 consecutive week. The Lessor will then consider any comments or objections that may be received.

We would recommend that before progressing any further you should seek advice from a Solicitor or Chartered Surveyor to ensure that you fully understand the implications of these terms.

I shall be pleased if you will forward to me your written acceptance of the terms, as soon as possible, in order that the necessary approvals can be sought and a Lease can be prepared.

Yours sincerely

Michael Gilroy  
Surveyor  
Strategic Estates Department

I agree with the above terms and conditions

Signed .....

On behalf of Ashington Town Council

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Dated .....