

Appendix 2 : Draft Heads of Terms, to form part of lease agreement in relation to Franklin Drive Open Space

- 99 year lease
- Peppercorn rent
- Use as a public open space and children's playground but excluding any political rallies or meetings or any circuses or similar events involving animals and any business or commercial activities
- Tenant to pay all rates taxes assessments duties charges impositions and outgoing of an annual or other periodically recurring nature that are or may at any time during the Term be charged assessed or imposed on the Premises or on the owner or occupier of the Premises, all VAT that may from time to time be charged on the sums payable by the Tenant under this Lease and all VAT incurred in relation to any costs that the Tenant is obliged to pay or in respect of which it is required to indemnify the Landlord under the terms of this Lease save where such VAT is recoverable or available for set off by the Landlord as input tax
- The Tenant must maintain the Premises (including the playground and all Tenant's fixtures and fittings including the playground equipment now or at any time during the Term erected thereon) and keep the Premises in a good condition and state of maintenance
- The Tenant must keep the Premises clean and tidy and clear of all rubbish
- The Tenant must keep the grass in good condition and not break up or damage that grass in particular the Tenant must keep the grass within the Premises free of all weeds including ragwort
- The Tenant must not store anything on the Premises or bring anything on to it that is or might become untidy unclean unsightly or in any way detrimental to the Premises or the area generally
- The Tenant must not deposit any waste rubbish or refuse on the Premises and must make available on the Premises receptacles for the depositing of litter
- The Tenant must not keep or store or permit any vehicle or caravan or mobile home to be placed on the Premises or any part thereof
- The Tenant must not cut down or injure any trees shrubs or hedges on or bordering the Premises other than in accordance with any boundary management scheme which enhances the wildlife value of such trees shrubs or hedges
- The Tenant must maintain and keep in good repair all the boundary fences and hedges abutting the Premises

- The Tenant must keep in good repair and condition any playground equipment situated on the Premises and renew such equipment as and when it falls into disrepair
- The Tenant must not cause any land roads or pavements abutting the Premises to be untidy or dirty and in particular but without prejudice to the generality of the foregoing must not deposit refuse or other materials on them
- The Tenant must not commit any waste make any addition to the Premises nor erect any building structure or erection on the Premises unless it first obtains the consent of the Landlord
- At the end of the Term (howsoever determined) if so requested by the Landlord the Tenant must remove any structures additions alterations or improvements made to the Premises and must make good any part of the Premises that is damaged by their removal
- The Tenant must not erect any pole or mast on the Premises and in particular no telecommunications mast shall be placed on the Premises
- The Tenant must not without the consent of the Landlord fix to or exhibit on the Premises or display anywhere on the Premises any placard sign notice fascia board or advertisement except signs advertising the Premises as an open space available for community use and enjoyment
- The Tenant must not hold the Premises on trust for another. The Tenant must not part with possession of the Premises or any part of them or permit anyone to occupy them or any part of them
- The Tenant must not assign sublet or charge the whole or any part of the Premises
- The Tenant must not use the Premises for any auction sale trade business manufacture or occupation or any illegal or immoral act or purpose
- The Tenant must effect throughout the Term and keep in force a policy of insurance with a reputable insurance company incorporating the standard conditions and exemptions of the insurance company to cover all claims arising from the exercise of the Permitted Use in the amount of not less than £5 million in respect of any one claim for bodily injury or disease or damage to property and must make available to the Landlord or its agent on reasonable demand a copy of the policy or a summary of its terms and a copy of the current premium receipt