

HEADS OF TERMS

DORIC PARK TROWBRIDGE

(Agreement for two Leases and a Deed of Easement)

1. Parties –

Trowbridge Town Council of St Stephens Place, Trowbridge, Wiltshire, BA14 8AH (“**TTC**”) and

Trowbridge Rugby Football Club (1931) of Doric Park, Paxcroft, Hilperton, Trowbridge, Wiltshire BA14 6JB (“**TRFC**”)

Definitions:

‘3GATP’ a Third Generation Artificial Turf Pitch .

‘Accessway’ the accessway within the land owned by TRFC and shown edged YELLOW on Plan 1.

‘Bund’ the land shown edged red on Plan 1.

‘Car Parking Specification’ the detailed car parking specification and drawing [] for the TRFC Parking attached.

‘Doric Park’ – land owned by TRFC and TTC at Doric Park, Devizes Road, Hilperton, Trowbridge established for sporting and recreational uses shown edged BLACK on Plan 1.

‘Fencing Specification’ the detailed fencing specification and drawings attached hereto permitted by the planning permission granted pursuant to application 19/10805/FUL which specification shall include a gate of sufficient width to allow TRFC access to the Storage Area.

‘Floodlight Specification’ the detailed floodlight specification and drawings attached hereto.

“Plan 1” - plan 1 attached hereto.

“Plan 2” – plan 2 attached hereto.

‘RFU’ Rugby Football Union.

‘Storage Access’ the land shown edged blue on Plan 2.

‘Storage Area’ the land shown edged red on Plan 2.

‘Storage Containers’ *definition or dimensions needed?*

“TRFC Parking Land” TRFC car parking area shown edged GREEN on Plan 1.

‘TTC Facilities’ – Land and buildings at Doric Park owned and managed by TTC shown edged LIGHT BLUE on Plan 1.

‘TRFC Facilities’ - Land and buildings at Doric Park owned and managed by TRFC shown edged PURPLE on Plan 1.

“Works” – the works to be undertaken by TTC at its own costs in accordance with the planning consent ref 19/10805/FUL and as set out in the schedule to the Agreement for Lease to be entered into between the parties.

2. **Background** – TTC wish to construct a new 3GATP at their site at Doric Park and will do so to RFU compliant standards so that TRFC can use the same also.

TRFC will grant a lease of the Bund being part of the land on which the 3GATP is to be constructed to TTC together with rights of way with or without vehicles at all times and for all purposes to the public highway at Devizes Road over the Accessway for the demise.

An Easement will also be granted in perpetuity for the TTC Facilities for a right of way with or without vehicles at all times and for all purposes to the public highway at Devizes Road over the Accessway

TTC will construct car parking on their own land for use by those using TTC Facilities and will also construct 89 new car parking spaces (of a minimum size of 5 metres x 2.4 metres) and in accordance with the Car Parking Specification) on the TRFC Parking Land for the use of TRFC.

Once constructed TTC will be permitted to use the TRFC Parking Land for parking at certain times in accordance with the arrangements to be agreed by TRFC (such consent not to be unreasonably withheld on days and at times when TRFC are not using the TRFC Parking Land).

Once constructed TRFC will be permitted to use the TTC parking spaces for parking at certain times in accordance with the arrangements to be agreed by TTC (such consent not to be unreasonably withheld on days and at times when TTC are not using the TTC Parking Land).

Various other commercial terms are agreed between the parties including:-

- the grant of a lease by TTC to TRFC of the Storage Area on which Storage Containers can be placed by TRFC together with a right of way with or without vehicles at all times and for all purposes in connection with the use of the Storage Area over the Storage Access. The right of way and the gate shall be of a minimum width of three metres to allow for the free passage of commercial vehicles and ground equipment. The gate to be secured by a padlock or similar in the sole control of TRFC.
- Following construction of the 3GATP, a Licence to be granted to TRFC to use the pitch for 2 hours a week between 1st September and 30th April each year at no charge.

3. Agreement for Leases, Deed of Easement and Licence

3.1 The Parties will enter into an Agreement for:-

- 3.1.1 simultaneous completion of both Leases (One will not complete without the other). – See specific Heads of Terms.
- 3.1.2 completion of a Deed of Easement in perpetuity. – See specific Heads of Terms
- 3.1.3 completion of a Licence to allow TRFC to use the new pitch for 2 hours a week between 1st September and 30th April each year at no charge.

3.2 Accommodation works, which are to be completed within 2 years of the commencement of the Leases to the reasonable satisfaction of TRFC will include the following:-

New Road and Parking

3.2.1 The procurement by TTC of the construction of 89 additional parking bays and associated access roads as per the attached Specification and the drawing 'Proposed External Works' submitted as part of planning application 19/10805/FUL. The parking spaces will at all times be maintained by TRFC after handover. Any warranties for these works that can be assigned are to be assigned to TRFC following completion of them.

Play Area

- 3.2.2 The relocation of the existing children's play area/equipment, which is currently located on the line of the access road, by TTC at its own cost. TTC to enhance the equipment to a specification to be detailed in the Agreement at its own cost. Play area upgrade ----- TTC will work with TRFC to provide a new play park for ages 4-12 years of age. The park will provide the opportunity for inclusive and imaginary play. TRFC and TTC will work together to seek grant funding or TTC will be responsible at its own cost. Any warranties for these works that can be assigned are to be assigned to TRFC following completion of them. Specifications to be agreed by the parties acting reasonably and collaboratively.

Signage

- 3.2.3 Improved roadside signage indicating the route to Doric Park. Details (at the junction of Marsh Road and Hammond Way, at the junction of Elizabeth Way and Wyke Road, at the junction of Elizabeth Way and Hilperton Road, at the junction of Devizes Road and Church Street and at the entrance to Doric Park).

Floodlighting

- 3.2.4 TTC will at its own cost use its reasonable endeavours to obtain planning permission for new floodlighting to the existing TRFC Pitch 3 as shown on the the Floodlight Specification.
- 3.2.5 TTC shall submit a pre-application enquiry and subject to the result of the pre-application enquiry being that TTC determine acting reasonably that a planning application is likely to succeed then a planning application for the floodlighting in accordance with the Floodlight Specification will be submitted as soon as practicable and to use its reasonable endeavours to have the same determined as soon as practicable. In the event that planning permission is not granted TTC shall appeal the decision at their own cost taking into account such representations as TRFC may wish to make.
- 3.2.6 TTC will pay for the floodlighting works so permitted as above and will also construct and pay for a connection to the TRFC metered supply but the floodlighting and the connection shall be maintained and replaced as required by TRFC going forward after handover. Any warranties for the floodlights that can be assigned will be assigned to TRFC following construction.
- 3.2.7 In the event that the planning application is not submitted or planning permission is not granted whether at first instance (if TTC fail to lodge an appeal as required herein) or on appeal for the floodlighting as specified in the Floodlight Specification then TTC will pay to TRFC £70,000 within twenty one days of the decision not to apply for planning permission or final determination of the refused planning application or final determination of the refused appeal (as appropriate). The said payment of £70,000 to TRFC to be spent on improvements to Doric Park, such improvements to be considered by the DPPB and their recommendation to approve shall not be unreasonably withheld.

4. Costs

- 4.1 TTC to be responsible for all reasonable professional costs of TRFC in connection with and of and incidental to these heads of terms and the documentation referred to above.
- 4.2 TTC to be responsible for and indemnify TRFC from and against all costs of and incidental to the costs of applying for and the obtaining of all planning consents required hereunder and any CIL or other charge arising therefrom.
- 4.3 TTC shall on forthwith on demand pay to TRFC all costs properly incurred by TRFC in connection with and of and incidental to compliance with Section 119 of the Charities Act 2011

HEADS OF TERMS

DORIC PARK TROWBRIDGE

(CONTRACTUAL AGREEMENT)

4. Parties –

Trowbridge Town Council of St Stephens Place, Trowbridge, Wiltshire, BA14 8AH (“**TTC**”) and

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‘TRFC Facilities’ - Land and buildings at Doric Park owned and managed by TRFC shown edged PURPLE on Plan 1.

“Works” – the works to be undertaken by TTC at its own costs in accordance with the planning consent ref 19/10805/FUL and as set out in the schedule to the Agreement for Lease to be entered into between the parties.

5. **Background** – TTC wish to construct a new 3GATP at their site at Doric Park and will do so to RFU compliant standards so that TRFC can use the same also.

TRFC will grant a lease of the Bund being part of the land on which the 3GATP is to be constructed to TTC together with rights of way with or without vehicles at all times and for all purposes to the public highway at Devizes Road over the Accessway for the demise.

An Easement will also be granted in perpetuity for the TTC Facilities for a right of way with or without vehicles at all times and for all purposes to the public highway at Devizes Road over the Accessway

TTC will construct car parking on their own land for use by those using TTC Facilities and will also construct 89 new car parking spaces (of a minimum size of 5 metres x 2.4 metres) and in accordance with the Car Parking Specification) on the TRFC Parking Land for the use of TRFC.

Once constructed TTC will be permitted to use the TRFC Parking Land for parking at certain times in accordance with the arrangements to be agreed by TRFC (such consent not to be unreasonably withheld on days and at times when TRFC are not using the TRFC Parking Land).

Once constructed TRFC will be permitted to use the TTC parking spaces for parking at certain times in accordance with the arrangements to be agreed by TRFC (such consent not to be unreasonably withheld on days and at times when TTC are not using the TTC Parking Land).

Various other commercial terms are agreed between the parties including:-

- the grant of a lease by TTC to TRFC of the Storage Area on which Storage Containers can be placed by TRFC together with a right of way with or without vehicles at all times and for all purposes in connection with the use of the Storage Area over the Storage Access. The right of way and the gate shall be of a minimum width of three metres to allow for the free passage of commercial vehicles and ground equipment. The gate to be secured by a padlock or similar in the sole control of TRFC.
- Following construction of the 3GATP, a Licence to be granted to TRFC to use the pitch for 2 hours a week between 1st September and 30th April each year at no charge.

3. Commercial Agreement.

- 3.1 Following construction of it TRFC to be granted by TTC, Licence, free of charge, to use the 3GATP between 1st September and 30th April inclusive in the next following year during the term for 2 hours each week, such times and days to be agreed by the parties through the Doric Park Partnership Board, provided that the 3GATP will not be hired out by TRFC to any other individual or organisation.
- 3.2 TRFC to notify TTC confirmation that the 3GATP will not be used on a particular day/time with reasonable notice to give TTC the opportunity to hire to a customer if it is not going to be used by TRFC. The arrangements for notice when TRFC find that they do not require use of the 3GATP and /or the TTC Facilities to be reviewed from time to time by the Doric Park Partnership Board both parties acting reasonably in the review.
- 3.3 TRFC shall be entitled to hire the 3GATP at times when TTC have not let the facility to others at rates discounted by £30 per hour below the advertised commercial rate, all which terms to be reviewed from time to time by the Doric Park Partnership Board both parties acting reasonably in making such arrangements.
- 3.4 TRFC members to be granted discounted use of the gym facility forming part of the TTC Facilities based on TTCs advertised commercial rates less 25%.
- 3.5 TTC will establish and maintain a Doric Park Partnership Board (DPPB).
Two members appointed by the Board of TRFC
Two members to be appointed by TTC – one serving councillor and one employed officer.

One independent member co-opted by the existing members of the DPPB.

The constitutional documents for the DPPB to be approved by TRFC and TTC prior to completion.

The Doric Park Partnership Board has no delegated operational and financial control over activities managed by either TTC or TRFC and therefore acts in an advisory capacity only.

- 3.6 TTC will propose the DPPB Code of Conduct in respect of the use of the TTC Facilities and the Accessway on terms to be agreed by the DPPB from time to time and ratified by TTC and TRFC (both parties acting reasonably). TTC to be responsible for dealing with and any issues arising from failure by users of TTC Facilities or the Accessway to abide with the Code of Conduct all which issues will be referred to the DPPB who will recommend the action to be taken by TTC.
- 3.7 TTC agree that all the policies and procedures of TTC and its licensed users for use of TTC Facilities will be drawn up in consultation with the DPPB prior to approval by TTC and in addition to council budget information will be available to the public, as required by legislation relating to transparency for local councils.
- 3.8 All requirements for catering provision at TTC Facilities will be directed to TRFC on a first refusal basis except for bookings for children's parties where the hirer will be able to provide their own catering on a non-commercial basis.
- 3.9 TRFC and TTC will work in partnership with other users and partner organisations to maximise opportunities to promote all of the facilities at Doric Park through the DPPB.

4. Costs

- 4.1 TTC to be responsible for all reasonable professional costs of TRFC in connection with and of and incidental to these heads of terms and the documentation referred to above.
- 4.2 TTC to be responsible for and indemnify TRFC from and against all costs of and incidental to the costs of applying for and the obtaining of all planning consents required hereunder and any CIL or other charge arising therefrom.
- 4.3 TTC shall on forthwith on demand pay to TRFC all costs properly incurred by TRFC in connection with and of and incidental to compliance with Section 119 of the Charities Act 2011

HEADS OF TERMS

DORIC PARK TROWBRIDGE

(Deed of Easement)

6. Parties –

Trowbridge Town Council of St Stephens Place, Trowbridge, Wiltshire, BA14 8AH (“**TTC**”) and

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- Following construction of the 3GATP, a Licence to be granted to TRFC to use the pitch for 2 hours a week between 1st September and 30th April each year at no charge.

8. **Agreement For Deed of Easement** – see attached specific HOTs

9. **Deed of Easement** – TRFC and TT

9.1 TRFC to grant to TTC a right of way in perpetuity on foot and with or without vehicles for the purposes only of access to and egress from TTC Facilities by the TTC and its licensees permitted to use the TTC Facilities over the Accessway (“the Right of Way”), following completion of the construction of the Accessway by TTC pursuant to the Agreement

4.2 TTC To pay 50% of the cost of maintenance, renewal and re surfacing of the Accessway and surface water drainage over the Accessway, such maintenance to be determined by and approved by the Doric Park Partnership Board.

4.3 Mutual parking rights to be granted (as set out above)

4.4 TTC covenant for the benefit of TRFC is that no Association Football club is to be permanently based at or claim that the site at Doric Park is their home base or ground whilst the Right of Way remains in use to access the TTC Facilities.

4.4 If the Right of Way is surrendered by TTC and the rights in favour of TTC over the Right of Way granted by the Lease of the Bund is surrendered then the site at Doric Park may be used for Association Football without restriction.

4. Costs

- 4.1 TTC to be responsible for all reasonable professional costs of TRFC in connection with and of and incidental to these heads of terms and the documentation referred to above.
- 4.2 TTC to be responsible for and indemnify TRFC from and against all costs of and incidental to the costs of applying for and the obtaining of all planning consents required hereunder and any CIL or other charge arising therefrom.
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HEADS of TERMS

DORIC PARK TROWBRIDGE

(Lease TTC to TRFC)

10. Parties –

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“Works” – the works to be undertaken by TTC at its own costs in accordance with the planning consent ref 19/10805/FUL and as set out in the schedule to the Agreement for Lease to be entered into between the parties.

11. Background – TTC wish to construct a new 3GATP at their site at Doric Park and will do so to RFU compliant standards so that TRFC can use the same also.

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- Following construction of the 3GATP, a Licence to be granted to TRFC to use the pitch for 2 hours a week between 1st September and 30th April each year at no charge.

3. Agreement for Leases – see attached specific HOTs

4. Lease of Storage Area

- 4.1 TTC will let to TRFC for a term of 99 years at a peppercorn the land shown edged purple on Plan 2 so that TRFC can relocate and maintain on the Storage Area their existing or replacement Grounds-staff 6 storage containers or similar structures or sheds.
- 4.2 Details of such structures to be approved by TTC and such approval should not be unreasonably withheld.
- 4.3 TRFC to keep all structures on this land in good state of repair and condition.
- 4.4 Lease to include right of way with or without vehicles at all times and for all purposes in connection with the use of the Storage Area over the Storage Access. The right of way and the gate shall be of a minimum width of three metres to allow for the free passage of commercial vehicles and ground equipment. The gate to be secured by a padlock or similar in the sole control of TRFC.
- 4.5 No Guarantors
- 4.6 No Rent Reviews
- 4.7 The Lease to have the protection of the Landlord and Tenant Act 1954.

- 4.8 Tenant to be responsible for all insurances.
- 4.9 Assignment allowed (subject to Landlord's Consent, not to be unreasonably withheld or delayed)
- 4.10 Underletting prohibited
- 4.11 Lease to provide for renewal negotiations to commence after 90 years or earlier by mutual agreement.

5. Costs

- 5.1 TTC to be responsible for all reasonable professional costs of TRFC in connection with and of and incidental to these heads of terms and the documentation referred to above.
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(Lease TRFC to TTC)

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14. **Agreement For Lease** – see attached specific HOTs

15. **Lease** – TRFC (Landlord) to TTC (Tenant)

15.1 Term: 99 year lease of the Bund to facilitate the proposed development of the 3GATP with rugby compliant shockpad together (in common with TRFC and all others authorised by it) with a right of way on foot and with or without vehicles for the purposes only of access to and egress from TTC Facilities by the Tenant and its licensees permitted to use the TTC Facilities during the term of the Lease over the Accessway ("the Right of Way").

15.2 Rent: £2000 per annum fixed for the Term the first payment to be made on completion of the lease and annually thereafter.

15.3 Tenant Covenants to include

4.3.1 Fencing in accordance with the Fencing Specification

4.3.2 Construction of the 3GATP with rugby compliant shockpad to the standards required by the Football Foundation (FF) / Football Association (FA) and the Rugby Football Union (RFU) (which in the latter case will include a rugby compliant shockpad).

4.3.3 Maintenance and renewal of the surface of the 3GATP with rugby compliant shockpad to the standards prevailing at the time (which in the latter case will include a rugby compliant shockpad).

If at any time the maintenance of the Pitch falls short of the standard, then TTC will have 18 months to rectify any issues from the date of the notice given by TRFC and if not rectified within this period to the RFU or FF or FA standards TRFC will get the works completed at TTC costs.

- 4.3.4 The maintenance repair and renewal of the other TTC Facilities to ensure that they can be used throughout the term of the lease.
 - 4.4 No Guarantors
 - 4.5 No Rent Reviews
 - 4.6 The Lease to have the protection of the Landlord and Tenant Act 1954.
 - 4.7 Tenant to be responsible for all insurances.
 - 4.8 Assignment allowed (subject to Landlord's Consent, not to be unreasonably withheld or delayed)
 - 4.9 Underletting prohibited
 - 4.10 Lease to provide for renewal negotiations to commence after 90 years or earlier by mutual agreement.
 - 4.11 Lease must comply with FF (grant provider) requirements – see attached “**Guidance Notes for Applicants – Lease Requirements**”
 - 4.12 A further covenant for the benefit of TRFC is that no Association Football club is to be permanently based at or claim that the site at Doric Park is their home base or ground whilst the Right of Way remains in use to access the TTC Facilities.
 - 4.13 If the Accessway is no longer required by TTC and the rights in favour of TTC over the Right of Way granted by the Lease and the Deed of Easement are surrendered then the site at Doric Park may be used for Association Football without restriction.
- 5. Costs**
- 5.1 TTC to be responsible for all reasonable professional costs of TRFC in connection with and of and incidental to these heads of terms and the documentation referred to above.
 - 5.2 TTC to be responsible for and indemnify TRFC from and against all costs of and incidental to the costs of applying for and the obtaining of all planning consents required hereunder and any CIL or other charge arising therefrom.
 - 5.3 TTC shall on forthwith on demand pay to TRFC all costs properly incurred by TRFC in connection with and of and incidental to compliance with Section 119 of the Charities Act 2011