

APPENDIX B

THE LONDON BOROUGH OF BROMLEY

WITHOUT PREJUDICE AND SUBJECT TO CONTRACT

SUBJECT TO APPROVAL

Conditions precedent for an Agreement for Lease:-

London Borough of Bromley Members giving Committee Authority for the proposals.

Blackheath and Bromley Harriers Athletic Club Members giving authority for the proposals.

Planning consent being granted for a suitable residential scheme on the site at 66 Bourne Way.

Planning consent being granted for a new pavilion within the running track site at Norman Park.

A mechanism being agreed for the works to upgrade the running track.

HEADS OF TERMS for Agreement for Lease

Proposed Lease of land, buildings, running track and other facilities at Norman Park, Hayes Lane, Bromley as shown edged red on the plan attached.

London Borough of Bromley and Blackheath and Bromley Harriers Athletic Club Ltd. (subject to satisfactory legal status)

1. PARTIES

Landlord - London Borough of Bromley

Tenant – Blackheath and Bromley Harriers Athletic Club Ltd. (subject to satisfactory legal status)

2. DEMISE

The land, buildings, running track and other facilities at Norman Park, Hayes Lane, Bromley as shown edged red on the plan attached.

3. TERM

The lease term will be 125 years.

4. RENT

One peppercorn if demanded.

5. RENT REVIEW PROVISIONS

N/A.

6. OUTGOINGS

To pay all outgoings, rates, taxes, charges in relation to the property or its use.

7. PROPOSED IMPROVEMENTS

In principle the Council will agree to the lessee improving the facilities at the athletics track, including the replacement of the pavilion, in accordance with current drawings, subject to planning permission and any statutory consents required. In addition the Council will make a payment to a maximum of £300,000 in relation to the upgrade to the Athletic Track in accordance with the condition report dated January 2017 by XXX

8. REPAIRING LIABILITY

The lessee will keep the land, buildings, running track, other facilities, and boundary fences in a good state of repair. This shall include: -

a) The repair and maintenance of all gas and electrical installations (including wiring); their testing and certification by appropriately qualified engineers / contractors as required by current regulations and provision of test certificates on demand.

b) The repair and maintenance of all drains, sewers, soil pipes connected to the premises to a point where they become shared by others.

9. OPEN LAND

To keep land in a good condition and free from weeds and litter.

10. USE CLAUSE

To use the property for athletics track and field events and the buildings for associated sports, physical and social activities and not for any other purposes without the consent in writing of the Landlord and not to use the property or any part for residential purposes.

10. ALTERATIONS

Not to make any alterations or additions to the premises without the written consent of the Council (not to be unreasonably withheld).

11. ASSIGNMENT

Not to assign the whole of the area demised without the previous consent in writing of the Landlord (which shall not be unreasonably withheld or delayed).

12. SUB LETTING

Not to underlet the whole or any part of the area demised.

13. INSURANCE

The Tenant will insure the athletics track, field event areas and all buildings against fire and other normal perils, for the full reinstatement value including fees.

The Tenant will take out annual public liability insurance in a sum of not less than £10,000,000 (ten million pounds) per claim with an excess of not more than £1000

14. NUISANCE

The Tenant will not cause a nuisance to any owner/occupier of the adjoining premises.

15. INDEMNIFICATION

The lessee will indemnify the Council against any claims made against it for injury to persons or property as a result of the occupation of the premises.

16. FEES

Each party is to be responsible for their own Legal costs.

17. CHILD PROTECTION AND VULNERABLE PERSONS POLICIES

The lessee will comply with the Child Protection Policies and Vulnerable Persons Policies of all relevant accredited sports / athletics governing bodies.

18. PREVENT

The Tenant will be required to implement the "Prevent" agenda in the operation of the Demise. This clause relates to the duty to safeguard children against the dangers of exploitation from extremism through suitable training.

19. ACCESS ROAD

So far as the landlord can grant the same, a right of way over the area of land coloured brown on the attached plan, in common with all persons similarly entitled.

20. PARKING

The right to free parking, in common with other park users, on a first come first served basis, within the car park edged blue on the plan.

21. EQUIPMENT

The right to use the Landlord's Equipment and to return similar equipment, subject to renewal, replacement or modernisation as relevant on the expiry or sooner determination of the Lease.
An up to date inventory of Landlord's equipment to be provided.

22. BREAK OPTION

May be considered if requested by the organisation.

23. OTHER TERMS

All other lease terms shall be drawn up by the Council's Legal and Democratic Services who will prepare the draft Lease documentation.