

**Bowling Green and Buildings, Parliament Hill Hampstead Heath,
NW5**

New Lease - Heads of Terms



SUBJECT TO CONTRACT

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| Lessor | (1) The Mayor and Commonality and Citizens of The City of London (The City) |
| Lessee | (2) Derek Menell , Paul Menell and Richard Caylor (Trustees of The Parliament Hill Bowling Club) |
| Croquet Club | (3) Rick Weinstein, Ian Harrison and Gabrielle Higgins (Trustees of The Hampstead Heath Croquet Club) |
| Management Plan | (4) The attached document detailing the obligations of the Lessor, Lessee and Croquet Club for the management of the Premises |
| Premises | (5) The bowling green and associated buildings known as the Parliament Hill Bowls Club |
| Commencing | (6) 5 years commencing from 18 April 2014 |
| Yielding up | (7) At the end of the term the Lessee will at the request of the Lessor reinstate and restore premises as per the photographic schedule of condition. |
| Break Option | (8) The Lessor and Lessee will have the option to break the lease at the third anniversary upon the serving of 6 months' prior written notice |
| Security of Tenure | (9) Lease to be granted outside of the security of tenure provisions of the Landlord and Tenant Act 1954. |
| Determination | (10) Immediately upon the dissolving of the Parliament Hill Bowls Club. |
| Rent | (11) One peppercorn. |
| Grant | (12) The Lessor will offer the Lessee a Grant of £4,500 per annum. This Grant is to be used for the sole purpose of bowling green maintenance as per the Management Plan. |
| Use | (13) The Premises are to be used for and in connection with flat lawn bowls and croquet. The Premises are to be operated in accordance with the Management Plan.

(14) The Lessee is permitted to hire out the pavilion buildings to generate additional income with prior approval from the Lessor. |
| Repair & Maintenance | (15) The Lessee is to keep the Premises in good repair and condition during the term.

(16) Buildings at the Premises are to be kept in no worse condition as evidenced in the schedule of condition. The Lessor may require the Lessee to undertake any reasonable repair or decoration works at the end of the term.

(17) The Lessor and Lessee are to maintain the bowling green and associated infrastructure and equipment in accordance with the Management Plan. |

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- (18) Failure of the Lessee to maintain the bowling green to the satisfaction of the Lessor will result in the Lessor undertaking necessary works to keep the bowling green in good repair. Reasonable costs of any repair works are payable by the Lessee.
- Bye-laws** (19) The Lessee will comply in all respects with the requirements of all statutes applicable to Hampstead Heath and with the Hampstead Heath Bye-laws
- Nuisance** (20) The Lessee will not commit any nuisance or any act or thing which may be or become a source of danger inconvenience or annoyance to the Lessors or to the owners or occupiers of any neighbouring property
- (21) The Lessee will not do or permit or suffer to be done anything to injure the reputation of the Lessor.
- Alterations** (22) The Lessee will not affix any items of equipment or possessions to the Premises without prior approval of the Superintendent.
- Alienation** (23) The Lessee will not underlet the Premises nor permit any other person to share or use the Accommodation save for the Croquet Club, and to offer the pavilions for hire for suitable community type events.
- (24) The Lessee may only assign this Lease to new trustees of the Parliament Hill Bowls Club with the prior written consent of the Lessor.
- Services** (25) The Lessee is to deal with all arrangements for the metering of utility services to the Premises and will pay the costs of all utility supplies directly to the provider, or in the case of utility supplies through the Lessor's equipment will refund a fair and reasonable cost of the same to the Lessor.
- Electrical Apparatus** (26) Any electrical apparatus of the Lessee may be subject to safety testing.
- Health & Safety** (27) The Lessee will be required to become familiar with the Health & Safety requirements relative to the use of the Premises and the Lessor's fire evacuation procedures.
- (28) The Lessee will produce a safety and emergency plan providing the Superintendent with contact details of staff supervising the Premises together with emergency contact numbers. Before commencement of the term the Lessee shall provide the Lessor with copies of the Safety and Emergency Plan and Method Statements for ensuring safety and well-being of users.
- Insurance** (29) The Lessee shall be responsible for any injuries or accidents to any members of the public or staff at the Premises and shall hold appropriate public liability insurance to the reasonable satisfaction of the Lessor.

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| | (30) The Lessor shall insure the Premises and will reclaim a reasonable premium from the Lessee upon demand. |
| Liability | (31) The Lessor is unable to accept any liability for the personal effects of the Lessee while using the Premises. |
| | (32) The Lessor shall not be liable for any injury or other claim to any person using the premises in connection with the Lessee. |
| Environment | (33) The Lessee will endeavour to use the Premises in a manner appropriate for the permitted Use and be respectful other users of Hampstead Heath. |
| Restrictions | (34) No dogs are permitted at the Premises (except assistance dogs). |
| | (35) Barbeques are not permitted at the Premises. |
| | (36) No external music is to be played at the Premises |
| | (37) No alcohol is to be sold at the Premises |
| Vehicle Access | (38) No vehicle access is permitted onto Hampstead Heath unless with prior permission of the Hampstead Heath Superintendent. |
| VAT | (39) All stated sums are exclusive of Value Added Tax which is to be paid in addition where appropriate. |
| Costs | (40) Each party to bear their own. |