

ITEM NO: A03 Appendix 2

Test Playing Fields

Heads of Terms – Agreement to Lease

Parties: Southampton City Council (1) and Southampton Solent University (2)

Term: 12 months

Commencement: Upon completion of documentation

Rent: Nil

Use: The University is not to occupy or use the premises during the period of the Agreement to Lease.

Conditions:

- a) Obtain full Planning Permission
- b) The University contractors will complete the following works in accordance with planning consent 09/000191/FUL
- c) Secure full funding to deliver the project
- d) complete the works within the period of the agreement

Works: The University contractors will complete the works:

- a surfaced car park
- Full size 3 G MUGA.
- Full Size Football Pitch
- Erect the perimeter fencing (as required by Holy Family School)
- Changing rooms/social and teaching accommodation block

Security of Site: During the building period the University and its contractors will be responsible for protecting the site against unauthorised access.

Indemnities: The Universities contractor is to provide copies of indemnities and insurances for the period of the works.

Collateral Warranty: The Universities contractors are to provide a collateral warranty in respect the works to be undertaken.

Conditions: Upon completion of the works and to the Councils satisfaction the Council will grant a new lease of the Holy Family Playing field on terms as set out below.

ITEM NO: A03 Appendix 2

Heads of Terms – Lease

Landlord: Southampton City Council

Tenant: Southampton Solent University

Term: 25 years

Commencement: Upon satisfying the terms of the Agreement to Lease

Rent: £1 per annum if demanded

Repairs: The tenant will be required to repair and insure the premises.

Insurance: The University to insure the premises.

Alterations and additional works: The landlords consent will not be unreasonably withheld.

Shared use: The University for the duration of the lease are to provide Holy Family RC School with timetabled use of the MUGA, (the timetable each academic year to be agreed between the parties), Monday to Friday during School Terms. The facilities are also to be provided to school if is so requested within a reasonable notice period for any event the school may be holding outside normal school hours. The sharing of facilities is to be without charge and the School is to be free from any repairing liabilities.

Use: The premises are to be used for the provision of sports coaching and recreational sport. The facilities may be used for fund raising activities. The sale of alcohol will be permitted (subject to obtaining the appropriate licences) and the hiring of the premises for the parties to third parties.

Sharing with others: The playing fields and facilities are to be made available for hiring at reasonable rates to other schools and the community, subject to booking and availability (in particular, Holy Family School's use). In this connection other schools maintained by the Local Education Authority are to be given preference in use of the facilities during week days.