



Notice of Meeting

Aintree Village Parish Council

You are hereby summoned to the next meeting of the Aintree Village Parish Council Park Committee, which will be held on **Thursday 5th July 2018** at the Council Chamber, Harrow Drive, Aintree Village commencing at **7.00pm**

Mo Kundi

- PK0054 To receive apologies for absence
- PK0055 Present
- PK0056 To receive declaration of interest
- PK0057 Public participation
- PK0058 Minutes of previous meeting held on 29th May 2018 (Attached)
- PK0059 Matters arising/Clerk's report
- PK0060 To consider:-
- existing Park users,
 - compliance with existing terms and conditions,
 - fixtures and their implications
 - condition of football pitches,
 - the condition of the Park (i.e. dog fouling, litter, boundary fences and hedges, parking area, drainage, play areas, etc.) and
 - the attached template for football pitch users
- PK0061 To consider request from Aintree Villa to use football pitches
- PK0062 To consider request from Aintree Ajex to use football pitches
- PK0063 To consider a report setting out the criteria for determining the priority for identified work, and the current work programme together with costing (attached)
- PK0064 To consider the draft Lease Agreement between the Parish Council and Julie Doyle to operate a tuck shop/cafe from Parish Council premises (attached)

- PK0065 To consider the sale of Parish Council owned mower
- PK0066 To consider the provision of Awning/Canopy on Bowling Green building
- PK0067 To consider actions required on the last day of school term
- PK0068 To consider signage for the Park
- PK0069 To note Park related comments from Cllr. Harris (attached)
- PK0070 Date of next meeting



PK 08

Aintree Village Parish Council
 Minutes of Park Committee meeting held on
 Tuesday 29th May 2018 at 7.00pm

Present		Cllrs Carter, Wykes, Grosart, and Honeyman
In attendance		Cllr Bennett (as an observer) Mo Kundi (Clerk) and D Hinton (Park Officer) Julie Doyle, and her daughter and sister
PK 0045	To Appoint:- Chairman Vice Chairman	RESOLVED that:- Cllr Wykes be elected Chairman for the year 2018/19, and Cllr Grosart be elected Vice Chairman for the year 2018/19
PK0046	Apologies for absence	Cllr. Gent
PK0047	Declaration of interest	None
PK0048	Public participation	AGREED to consider the matter under agenda item PK0051
PK0049	Minutes of meeting held on 7 th November 2017	Approved on Monday 19 th March 2018 (6780) and signed by the Chairman
PK0050	Matters arising/Clerk's report	Following discussions on the appointment of the Park Officer and his role and responsibilities, the Park Committee RESOLVED that:- To facilitate better working environment, and to improve the welfare of staff the current I.T equipment be upgraded.

PK0051	Tuck Shop/Café operation	<p>After consideration of the proposal put forward by Julie Doyle for the opening of the Tuck Shop/Café, and the implications thereof it was RESLOVED that the Clerk report back in the following outstanding matters:-</p> <ol style="list-style-type: none"> 1) Permitted use of the Tuck Shop 2) Implications on Council Insurance Policy, 3) The legality of Council letting the building out And that subject to satisfactory outcomes, 4) The Tuck Shop/Café operate on a trial bases for 3 months 5) On a Peppercorn rent, 6) All appropriate insurances are undertake and submitted to the Clerk, and 7) A contract be entered into with Parish Council and Julie Doyle
PK0052	Terms Park Committee's terms of reference	<p>The Park Committee considered the current Terms of Reference and RESOLVED that the Parish Council be requested to amend the Terms of Reference (paragraph 4) to include the following:-</p> <ol style="list-style-type: none"> 1) Consideration of applications and allocation of any other relevant activities within the Park
PK0053	Date of next meeting	TBA
		<p style="text-align: center;">The meeting closed at 8.45pm</p> <p style="text-align: center;">Minutes PK0045 to PK0053 received as a correct record on Tuesday 19th June 2018</p> <p style="text-align: center;">.....</p> <p style="text-align: center;">Chairman Cllr. Wykes</p>

AINTREE VILLAGE PARISH COUNCIL

PARK COMMITTEE

Works Programme.

1.0 Purpose of report

1.1 This report sets out the:-

- a) the criteria for determining the priority for the work to be carried
- b) work that need to be undertaken in line with a) above, and
- c) proposed template for recording all planned maintenance work

2.0 Background

2.1 Currently work is undertaken on an ad hoc basis with no predetermined and approved criteria. This potentially leaves the Parish Council open to a legal challenge should an incident takes place. In addition the lack of agreed and approved works programme means that work is carried out in a reactive and uncoordinated manner, which is inefficient uses of staff resources, and difficult to properly allocated financial resources.

3.0 Proposed Criteria

3.1 It is proposed that the following criteria be used to approve all future works by the Park Committee:-

- A) Dangerous – immediate remedial action required
- B) Potentially dangerous – remedial action required
- C) Planned maintenance works
- D) Beautification work

4.0 Proposed Works Programme

4.1 Attached as Annex A to this report is the spreadsheet showing the proposed work that needs to be undertaken to date. Unfortunately due to time constraints it has not been possible to get quotes for most of the items listed. However, it is intended that this spreadsheet will be continuously populated with the relevant information as and when it becomes available and presented to the Park Committee.

4.2 The following items of work have been costed and require Park Committee approval:-

- 1. Renewal of the bearings and seats on the large Rotator - Total cost = £129.00
- 2. Renewal of the bearings on the rotator platform - Total cost = £621.06
- 3. Renewal of the worn chains on swings - Total cost = £556.80

4. Renewal of worn chains on toddler swings - Total cost = £1,149.60

4.2 Using the above proposed criteria, in paragraph 3.0 above the Priority allocated for the above 4 elements of works will be (B), i.e. potentially dangerous.

4.3 In addition to the above, the Parish Council does not appear to a formal process for recording work being undertaken, and when it was completed. It is proposed that the Park Committee approve the attached template for recording all future works.

4.4 Members attention is drawn to the fact the as the material being used to undertake work is of a specialist nature and only available from the original supplier of the equipment it has not been possible to get three quotes for each of the job identified above. Parish Council's Financial Regulations Paragraph 11.1 (a) iii allows for Council to undertake work where materials to be supplied consists of repairs or parts for existing machinery or equipment to be procured in this manner and therefore paragraph 10.3 (obtaining best value) does not apply.

5.0 Financial Implications

5.1 The total cost of the above identified works comes to £2,456.46. This can be met from the Park budget line of Maintenance – Play and Park Equipment (£2,500)

6.0 Recommendations

6.1 It is recommended that the Park Committee:-

- 1) approve the criteria for prioritising work in the Park as per paragraph 3.1,
- 2) approve the work identified as in paragraph 4.2
- 3) agree that the attached template (Annex B) be used for recording all planned work undertaken in the Park.
- 4) agree that this work is being undertaken under paragraph 11.1 (a) iii, of the Parish Council's Financial Regulations (work to be executed or goods or materials to be supplied, which consists of repairs to or parts for existing machinery or equipment or plant) and therefore paragraph 10.3 of the Financial regulations (obtaining value for money) does not apply.

Annex A

PROPOSED WORKS

Item No.	Description of work	Cost £	Total Cost, including VAT £	Budget line	Suppliers	Preferred supplier and why?	Work to be undertake by?	Priority	Any Comments/suggestions?
1	Renewal of the bearings and seats on the large Rotator	107.50	129.00	Maintenance - Play & Park Equipment	Wicksteed Leisure	Manufacturer of original equipment	In house		
2	Renewal of the bearings on the rotator platform	517.55	621.06	Maintenance - Play & Park Equipment	Wicksteed Leisure,	Manufacturer of original equipment	In house		Possibly a two man job due to the weight and size of equipment.
3	Renewal of worn chains on swings	464.00	556.80	Maintenance - Play & Park Equipment	Yates playground LTD,	Manufacturer of original equipment	In house		
4	Renewal of worn chains on toddler swings	958.00	1,149.60	Maintenance - Play & Park Equipment	HAGS	Manufacturer of original equipment	In house		
5	Repaint the metal seating						In house		Replace seating as serious rust damage to legs
6	Toddler gate closing too fast and may require additional gate in line with RoSPA guidelines						Contractor		Welds broke, temp repair carried out, new gate(s) required, consider all new metal fencing
7	Rot on the legs of the cable way								
8	Surface crack under space net								New wooden treads required, Rust holes through ramp support requires fixing before painting

9	Re Paint toddler multiplay						In house		New wooden treads required, Rust holes through ramp support requires fixing before painting
10	Tennis court net posts						In house		All the posts are bent and net tensioners damaged, replacements required
11	Re paint metal fence around bowling green						In house		Low cost high impact job, maybe Aintree village Park in large letters across the front
12	Fit drain covers to open drains						In house		Open drains require a cover, suggest purchase large sheet of galvanised mesh, trim and bond in place
13	Add forest bark to decorative borders						In house		
14	Add post and palisade fencing, corner of bowling green						In house		Two man job, stump removal required first
15	Repairs to wet pour surfaces						Contractor		
16	Replace rotting timber around bowling green				Maghull Town Council	Appointed Contractor	Contractor		
17	Cut back a+B19:H21ll hedges to 6ft								Scheduled for later in the year
18	Clean / power wash tennis courts								
19	Boundary Hedge trim and height				Maghull Town Council				
20	Park Boundary signage								

DRAFT LEASE AGREEMENT
BETWEEN AINTREE PARISH COUNCIL & JULIE DOYLE

Declaration Prior to Agreement Excluding Security of Tenure

1. I, _____ of _____ proposes to enter into a tenancy of premises at

_____ for a term commencing on _____.

2. The tenant proposes to enter into an agreement with _____ that the provisions of sections 24 to 28 of the Landlord and Tenant Act 1954 (security of tenure) shall be excluded in relation to the tenancy.

3. The landlord has, not less than 14 days before the tenant enters into the tenancy, or (if earlier) becomes contractually bound to do so served on the tenant a notice in the form, or substantially in the form, set out in Schedule 1 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003. The form of notice set out in that Schedule is reproduced below.

4. The tenant has read the notice referred to in paragraph 3 above and accepts the consequences of entering into the agreement referred to in paragraph 2 above.

Signed _____

DECLARED this _____ day of _____

COMMERCIAL LEASE AGREEMENT

THIS LEASE (this "Lease") dated this _____ day of July, 2018

BETWEEN:

Mo Kundi, the representative of Aintree Village Parish Council
(the "Landlord")

AND

Julie Doyle of Tea in the Park
16 Altway, Liverpool, L10 2LG
(the "Tenant")

Definitions

1. When used in this Lease, the following expressions will have the meanings indicated:

- a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designed as Additional Rent elsewhere on this lease;
- b. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at Harrow Drive Park, Aintree, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;
- c. "Insurance Charge" means the cost to the Landlord of effecting and maintaining the Insurance Policies from, and including, any premiums paid and, where relevant, the cost of assessing any insured amounts;
- d. "Insurance Policies" means the insurance policy or policies maintained by the Landlord in respect of the Premises covering damage by Insured Risks, loss of Rent, public liability and all other insurance relating to the Building as placed by the Landlord from time to time, acting prudently;
- e. "Insured Risks" means fire, lightning, earthquake, explosion, aircraft (other than hostile aircraft) and other aerial devised or articles dropped from such aerial devices, riot, civil commotion, malicious damage, storm or tempest, bursting or overflowing of water tanks apparatus or pipes, flood, impact by road vehicles, terrorism (to the extent that insurance against such risks may

ordinarily be arranged with an insurer of good repute at reasonable commercial rates) and other such risks or incurrence as may from time to time be reasonable required by the Landlord.

f. "Common Areas and Facilities" mean:

i. those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are not designated or intended by the Landlord to be let to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below lettable areas, retaining walls and maintenance, cleaning and operating equipment serving the Building and

ii. those lands, areas, buildings, improvements, facilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether located or not within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;

g. "Lettable Area" means with respect to any rentable premises, the area expressed in square metres of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the center line of all interior walls separating the rentable premises from adjoining premises. There will be no deduction or exclusion for any space occupied by or used by columns, ducts or other structural elements;

h. "Premises" mean the area known as 'The Tuck Shop' at,

Harrow Drive Park,
Harrow Drive,
Aintree,
L10 8LD.

i. "Rent" means the total of Base Rent and Additional Rent.

Intent of Lease

2. It is the intent of this Lease and agreed to by the Parties to this Lease that rent for this Lease will be on a gross rent basis, meaning that the Tenant will

pay the Base Rent and any Additional Rent and the Landlord will be responsible for all other service charges related to the Premises and the operation of the Building save as specifically provided in this Lease to the contrary.

Let Premises

3. The Landlord agrees to let to the Tenant the café municipally described as The Tuck Shop, (the "Premises"). The Premises will be used for only the following permitted us (the "Permitted Use"):

- Cafe Shop

Neither the Premises nor any part of the Premises will be used at any time during the Term by the Tenant for any other purpose other than the Permitted Use, or another use within the same Use Class as defined by the Town and Country Planning (Use Classes) Order 1987, without first obtaining the prior consent of the Landlord.

4. The Premises form only a part of a Building. They do not include any part of the main structure, foundations, roof or exterior of that Building but they do include window frames and plate glass, doors and door frames, floors, ceilings and the voids above and below them, light fittings and other landlord's fixtures and fittings.

5. No Pets or animals are allowed to be kept in the Premises or in any common areas in the building containing the Premises. Upon thirty (30) days' notice, the Landlord may revoke any consent previously given under this clause.

Term

6. The term of the Lease commences at 12.00 noon on XX July 2018 and ends at 12.00 noon on XX September 2018 (the "Term").

7. Should the Tenant remain in possession of the Premises with the consent of the Landlord after the natural expiration of this Lease, a new tenancy from month to month will be created between the Landlord and the Tenant which will be subject to all the terms and conditions of this Lease but will be terminable upon either party giving one month's notice to the other party.

Security of Tenure

8. The Landlord and the Tenant have agreed that sections 24 to 28 of the Landlord and Tenant Act 1954 do not apply to this Lease.

9. The Landlord has served on the Tenant a notice in the form, or substantially in the form, set out in Schedule 1 to the Regulatory Reform, (Business Tenancies) (England and Wales) Order 2003 (“the Order”).

10. The requirements specified in Schedule 2 to the Order have been met in that the Tenant has made appropriate declarations in the form, or substantially in the form, set out in Schedule 2 to the Order.

Rent

11. Subject to the provisions of this Lease, the Tenant will pay a nominal rent of £1.00 for the trial period of three months. This provisional rent for the Premises will not be considered the true rent which will be negotiated after the conclusion of the trial period and therefore will not be the Base Rent (the “Base Rent”), however it will still have the same conditions as the Base Rent and will be without setoff, abatement or deduction. In addition to the Base Rent, the Tenant will pay for any fees or taxes arising from the Tenant’s business.

12. The Tenant will pay the Base Rent on or before the 1st July 2018 and every three months thereafter of the Term to the Landlord.

13. The Tenant will indemnify the Landlord for all rates, taxes, assessments, duties, charges, impositions and outgoings imposed on the Premises, or any owner or occupier of it, during the Term, including all costs reasonably incurred by the Landlord in connection with appealing against the rating evaluation of the Premises.

14. All amounts payable by the Tenant under this Lease are exclusive of any Value Added Tax that may be payable from time to time, and the Tenant will pay to the Landlord the amount of Value Added Tax charged to the Landlord for a Value Added Tax supply made in respect of the Premises that is not recoverable from HM Revenue and Customs.

15. No acceptance by the Landlord of any amount less than the full amount owed will be taken to operate as a waiver by the Landlord for the full amount or in any way to defeat or affect the rights and remedies of the Landlord to pursue the full amount.

Rent Review

16. If the Term of this Lease is greater than five years, the Landlord and Tenant will review the Base Rent after each five year period, which Base Rent will become effective at the commencement of the following five year period.

17. For any rent review, the Base Rent will be calculated as being the higher of the Base Rent payable immediately before the date of review and the Open Market Rent on the date of review.

18. The rent review will assume that:

- a). the Premises are for occupation by a willing tenant;
- b). the Premises may be lawfully let for the Permitted Use;
- c). the Landlord and Tenant have complied with their respective obligations in this Lease; and
- d). if the Premises have been damaged or destroyed, they have been fully repaired.

19. The Landlord will disregard:

- a). the fact that the Tenant, or any predecessor or subtenant, occupied the Premises;
- b). any goodwill attached to the Premises because of the Tenant's occupation;
- c). any work done to the Premises that was not done pursuant to an obligation in this Lease; and
- d). any activities on, or work don't to, any adjoining premises.

20. If the Landlord and Tenant cannot agree on the Base Rent on the date of review, either the Landlord or Tenant may request the President of the Royal Institution of Chartered Surveyors to appoint an arbitrator to determine the Open Market Rent, in arbitration conducted with the Arbitration Act 1996, which determination will be binding on the Landlord and Tenant.

21. If the arbitrator is incapable or unwilling to act, the Landlord or Tenant may request the President of the Royal Institution of Chartered Surveyors appoint a replacement.

22. The results of the rent review will be recorded in a memorandum that will be signed by the Landlord and Tenant.

Use and Occupation

23. The Tenant will carry on business under the name of '**Tea in the Park**' and will not change such name without the prior written consent of the Landlord, such consent not to be reasonably withheld. The Tenant will open the whole of the Premises for business to the public fully fixture, stocked and staffed on the date of commencement of the term and throughout the term,

and will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Landlord.

24. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such a manner as to comply with any statute, including any subordinate legislation, which is in force now or in the future and taking into account any amendment or re-enactment, or any government department, local authority, other public or competent authority or court of competent jurisdiction and of the insurers in relation to the use, occupation and enjoyment of the Building (including in relation to health and safety compliance with the proper practice recommended by all appropriate authorities).

Opening Hours

25. Under planning approval S/2004/0325 from Sefton MBC the Premises can only be opened between the hours of 10.00am and 5.00pm. The Premises can open 7 days a week.

26. If the Tenant wishes to open outside the approved hours a new planning application will have to be sought by the Landlord. The cost of this will be borne in full by the Tenant.

Restrictive Covenants

27. For so long as the Tenant, or an assignee or subtenant approved by the Landlord, is using and occupying the Premises for the Permitted Use and is not in default under the Lease, the Landlord agrees not to Lease space in the building to any tenant who will be conducting in such premises as its principal business, the services of a Coffee Shop.

Quiet Enjoyment

28. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold and enjoy the Premises for the agreed term.

Distress

29. If and when the Tenant is in default in payment of the Rent owed under this Lease, interest on that Rent and any value added tax in respect to that Rent, the Landlord may use the commercial rent arrears recovery (the "CRAR") procedure set out in Schedule 12 (Taking control of goods) of the Tribunals, Courts and Enforcement Act 2007 to have an enforcement agent use its

enforcement power to take control of the Tenant's goods and sell them to recover that outstanding amount.

Holding Over

30. If the Tenant continues to occupy the Premises without the written consent of the Landlord after the expiration or other termination of the term, then, without any further written agreement, the Tenant will be a month to month tenant at a minimum monthly rental equal to twice the Base Rent and subject always to all of the other provisions of this Lease insofar as the same are applicable to a month to month tenancy and a tenancy from year to year will not be created by implication of law.

Additional Rights on Reentry

31. If the Landlord reenters the Premises or terminates this Lease, then:

- a). notwithstanding any such termination or the term thereby becoming forfeited and void, the provisions of this Lease relating to the consequences of termination will survive;
- b). in the event that the Landlord has removed the property of the Tenant, the Landlord may store such property in a public warehouse or at a place selected by the Landlord, at the expense of the Tenant. If the Landlord feels that it is not worth storing such property given its value and the cost to store it, then the Landlord may dispose of such property in its sole discretion and use such funds, if any, towards any indebtedness of the Tenant to the Landlord. The Landlord will not be responsible to the Tenant for the disposal of such property other than to provide any balance of the proceeds to the Tenant after paying any storage costs and any amounts owed by the Tenant to the Landlord;
- c). the Landlord may relet the Premises or any part of the Premises for a term or terms which may be less or greater than the balance of the Term remaining and may grant reasonable concessions in connection with such reletting including any alterations and improvements to the Premises;
- d). the Tenant will pay to the Landlord on demand:
 - i. all rent, Additional Rent and other amounts payable under this Lease up to the time of reentry or termination, whichever is later.
 - ii. reasonable expenses as the Landlord incurs or has incurred in connection with the reentering, terminating, reletting, collecting sums due or payable by the Tenant, realizing upon assets seized; including without limitation, brokerage, fees and expenses and legal fees and disbursements and the expenses of keeping the Premises in good order, repairing the same and preparing them for reletting; and

iii. as liquidated damages for the loss of rent and other income of the Landlord expected to be derived from this Lease during the period which would have constituted the unexpired portion of the term had it not been terminated, at the option of the Landlord, either:

1). an amount determined by reducing to present worth at an assumed interest rate of twelve percent (12%) per annum all Base Rent and estimated Additional Rent to become payable during the period which would have constituted the unexpired portion of the term, such determination to be made by the Landlord, who may make reasonable estimates of when any such other amounts would have become payable and may make such other assumptions of the facts as may be reasonable in the circumstances; or

2). an amount equal to the Base Rent and estimated Additional Rent for a period of six (6) months.

Inspections and Landlord's Right to Enter

32. The Landlord and the Tenant will complete, sign and date a schedule of condition at the beginning and at the end of this tenancy.

Landlords Chattels

33. The Landlord agrees to supply and the Tenant agrees to use and maintain in reasonable condition, normal wear and tear excepted, the following chattels:

- a. **Fridge**
need the model, make and number.

Tenant Improvements

34. The Tenant will obtain written permission from the Landlord before doing any of the following:

- a). painting, wallpapering, redecorating or in any way significantly altering the appearance of the Premises.
- b). removing or adding walls, or performing any structural alterations;
- c). changing the amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating units;

d). subject to this Lease, placing or exposing or allowing to be placed or exposed anywhere inside or outside the Premises any placard, notice or sign for advertising or any other purpose;

e). affixing to or erecting upon or near the Premises any radio or TV antenna or tower, or satellite dish; or

f). installing or affixing upon or near the Premises any plant, equipment, machinery or apparatus without the Landlord's prior consent.

Utilities and Other Costs

35. The Landlord is responsible for the payment of the following utilities and other charges in relation to the Premises: electricity, natural gas, water and sewer.

36. The Tenant is responsible for the direct payment of the following utilities and other charges in relation to the Premises: telephone, Internet and cable.

Insurance

37. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a Tenant's Policy of Insurance.

38. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

39. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

40. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than £5,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy

is due to expire at least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

Abandonment

42. If at any time during the Term, the Tenant abandons the Premises or any part of the Premises, the Landlord may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatsoever, and may, at the Landlord's discretion, as agent for the Tenant, relet the Premises, or any part of the Premises, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by the Landlord by means of reletting. If the Landlord's right of reentry is exercised following abandonment of the Premises to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper in compliance with the Torts (Interference with Goods) Act 1977 and is relieved of all liability for doing so.

Legal Fees

43. All costs, expenses and expenditures including and without limitation, complete legal costs incurred by the Landlord on a solicitor/client basis of unlawful detainer of the Premises, the recovery of any rent due under the Lease, or any breach by the Tenant of any other condition contained in the Lease, will forthwith upon demand be paid by the Tenant as Additional Rent/ All rents including Base Rent and Additional Rent will bear interest at the rate of Twelve (12%) per cent per annum from the due date until paid.

Governing Law

44. This Agreement will be construed in accordance with and governed by the laws of England and the Parties submit to the exclusive jurisdiction of the English Courts.

Severability

45. If there is a conflict between any provision of this Lease and the applicable legislation of England (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

Assignment and Subletting

46. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Premises. An assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at the Landlord's option, terminate this Lease.

Bulk Sale

47. No bulk sale of goods and assets of the Tenant may take place without first obtaining the written consent of the Landlord, which consent will not be unreasonably withheld so long as the Tenant and the Purchaser are able to provide the Landlord with assurances, in a form satisfactory to the Landlord, that the Tenant's obligations in this Lease will continue to be performed, in the manner satisfactory to the Landlord, after completion of the said bulk sale.

Police Checks

48. All persons operating from the Premises shall be required to have valid police checks and to offer copies of these checks to the agent of the Landlord.

Refuse

49. It will be the responsibility of the Tenant to remove to a correct receptacle any refuse generated by activities on the Premises.

Signs

50. Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by the Planning Authority. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

Care and Use of Premises

51. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises or to any furnishings or other property supplied by the Landlord.

52. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord disturbs the comfort or convenience of other park users or neighboring properties. Subject to the

agreement of the Landlord, any music permitted to be played must comply with Copyright and Intellectual Property legislation.

53. The Tenant will not engage in any illegal trade or activity on or about the Premises.

54. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law:

a). a toilet is available for the use of the Tenant. The Tenant will comply with 'The Workplace (Health, Safety and Welfare) Regulations 1992, regulation 20 for all employees or volunteers on site.

b). the Tenant will allow members of the public, park users as well as staff and café patrons the use of the toilet.

c). the Tenant will be responsible for a consumables requisite for the normal usage of a toilet.

d). the Tenant will keep the toilet in a clean and hygienic state.

e). any damage or misuse of the toilet will be reported to the Landlord or the Landlord's agent.

f). the Tenant will provide the necessary fire fighting equipment (Fire extinguishers, etc) required, and have trained personal for their use.

g). the Tenant will provide the necessary First Aid equipment and have trained personal for their use.

Surrender of Premises

55. At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

Hazardous Materials

56. The Tenant will not keep or have on the Premises any article of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by and responsible insurance company.

Rules and Regulations

57. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, car park and other common

facilities that are provided for the use of the Tenant in and around the Building on the Premises.

58. During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, other users of the Park, Building, their guests and invitees, of the non-reserved common parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord

General Provisions

59. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.

60. This Lease will extend to and be binding upon and inure to the benefits of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.

61. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recoverable by the Landlord as rental arrears.

62. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.

63. The provisions of Section 196 of the Law of Property Act 1925, as amended by the Recorded Delivery Services Act 1963, will apply to the giving and services of all notices and documents under or in connection with this Lease.

64. Time is of the essence in this Lease.

65. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party to this Lease except to the extent incorporated in this Lease. In particular, no warranties of the Landlord not expressed in this Lease are to be implied.

66. The Parties do not intend for any term of this Lease to be enforceable by a person that is not party to this Lease pursuant to the Contracts (Rights of Third Parties) Act 1999.

67. The Tenant will pay any stamp duty land tax due on this Lease and any amending document.

IN WITNESS WHEREOF the Parties to this Lease have suly affixed their signatures under hand on this day **XX of July 2018**.

Signed for and behalf of

_____ (Landlord) by

Witness _____

Address _____

Signed for and behalf of

_____ (Tenent) by

Witness _____

Address _____

COMMENTS FROM CLLR. HARRIS

Not having yet seen the agenda, here are my comments in red (in brackets)

Park Committee 5 July 2018

1. Vandalism

The day that secondary school children ended their school days before their examinations in 2017 saw much paint daubed in the park.

Ascertain the date this year and instruct the Park Officer to work that day but with advice as to the limited actions he can take to stop any abuse.

Already on the Agenda

(It's not just a case of this being on the agenda; the committee needs to be told of my comments.)

2. Tennis courts

Keep nets tightened to correct height as children often sit on them and push them down. Tennis has drastically reduced in recent years but forthcoming Wimbledon might encourage some use. Likewise, basketball is seldom played, if ever.

I will ask Darren to ensure that this gets done as soon as possible

(OK.)

3. Children's football training

Need to be careful as to trying to control training as the park is public open space. In the past, Parish Council has recognised this and has only regulated organised football matches.

Already on the Agenda

(It's not just a case of this being on the agenda; the committee needs to be told of my comments. It's very important that the committee doesn't try to wrongly regulate public open space use.)

4. Organised football matches

Pat Carden to be sent an application form for his team's use next season, likely to be the normal 'as and when'.

Ensure that teams, and the children's team already approved:

1. have submitted signed acceptance of the football conditions
2. have submitted insurance certificates to indemnify the Parish Council for their use of the park
3. are told to comply with relevant environmental elements in the Parish Council's plan, and to relay them to their opponents, for example:

1. walking to the park
2. using public transport
3. car sharing
4. one minute showers to conserve water and energy.

Notices to be put in changing and referees' rooms drawing attention to the more important conditions, for example:

1. **NOT*** to swear
2. **NOT*** to wash boots in the showers
3. **NOT*** to clean boots in the car park but to take home for cleaning
4. **NOT*** to have showers longer than one minute.

Teams to be told to remove any litter at the pitch side and to tidy the changing rooms as they could be fined for any misuse; also that permission to use a football pitch could be withdrawn for continual misuse.

* Actually, the footballers will be able to understand this three letter word without capitalisation so 'not' is sufficient.

Already on the Agenda. With regard to the signs in the changing and referee's rooms I will get Darren to find out if such signs are available.

(It's not just a case of this being on the agenda; the committee needs to be told of my suggestions and comments. They're very important.

I doubt very much that such signs exist so they would have to be self-produced.)

5. Consider what can be done to stop dog fouling in the park.

(Presume on agenda)

6. Policies
Review park related policies before submission to the Parish Council, for example:

1. safeguarding
2. tree
3. cash handling
4. lone working
5. CCTV
6. volunteer.

7. Risk assessments
Review.

8. Asset management plan
List which park related elements should be in an asset management plan.

Items 6, 7, and 8 have already been identified in the 'policy gaps' report that went to the Parish Council meeting on 21st May 2018. I will check if there are any other park related policies that are required.

(Yes, I know and the six are from your list; the point I am making is that the committee should agree to review park related policies before they go to the Parish Council.)

9. Bowling pavilion

Awning: check if OK with planning/building regulations. Response should be in writing. Also, ask the company which manufactured the building to put in writing if their building can take an awning. They will want details.

Depending of course on quality and size, some awnings can be expensive. A gazebo, paid for by the bowlers, is the simplest and quickest solution. An external structure such as an awning will attract vandalism.

This is the second time the bowlers have asked for this. I can't recall if it was turned down due to the above issues or if the bowlers were asked to do all the work on them and come back to the Parish Council.

If the bowlers attach an awning, then contact insurance company to ascertain if there are any issues arising from a third party attaching a structure on a Parish Council building.

I don't doubt that the bowlers want an awning but then I doubt if they want to pay for it, or a simple gazebo for that matter, so they would see the residents paying. Residents already heavily subsidise the bowlers and each householder paid around £8.50 to replace the pavilion in order that a few people might play bowls.

Already on the Agenda

(It's not just a case of it being on the agenda; the committee needs to be told of my comments. They are very important.)

Check if a seat bought last year has been installed. **Not yet, but it is on Darren's work to do list**

(OK. But what a waste of money this was – and still is.)

10. Tuck shop

The Parish Council should **NOT** be party to peddling salt and sugar to children who would possibly be the most likely customers; so food, confectionery and drinks to be checked for salt and sugar levels in support of the government's initiative to reduce child obesity, though reduced salt and sugar intake would likely help adults too.

Request a basic report every two weeks to keep the Parish Council abreast of this new activity, the reports being circulated to parish councillors on receipt.

Immediately reconsider the activity if there is any misuse of, or damage to, toilets.

Already on the Agenda

(It's not just a case of it being on the agenda; the committee needs to be told of my comments. They are very important.)

11. Flag flying

Instruct Park Officer. Ensure flag is flown on 30 June 2018. **Instructions already issued to Darren**

(OK.)

12. Inventory of loose plant and tools

Instruct Park Officer to carry out a check.

Already on Darren's work to do list

(OK.)

13. Rear entrance to the park

Take any required action on:

1. the barbed wire, some of it attached to Parish Council property
2. a long patch of apparent burnt grass alongside a neighbouring wall.

Already on Darren's work to do list

(What has he been told to do?)

14. Boundary hedge

Determine a reasonable height and give instructions to Maghull Town Council to maintain that height.

Already on Darren's work to do list

(The height is not a matter for him to decide on. The committee needs to determine it.)

15. Maghull Town Council

Ask them to:

1. treat the weeds on the access to the former electricity substation, the weeds having regrown
2. reduce height of trees adjoining neighbouring property, the trees having regrown
3. cut the branches overgrowing Harrow Drive, the branches having regrown.

Already on Darren's work to do list

(Two and three will be too much for him to do. They need Maghull to do.)

16. Former substation

Record in the minutes what is inside the building, likely to be only books owned by the Aintree Book Club.

I will get Darren to speak to Aintree Book Club with the aim of removing these books. Parish Council should not be storing third party items longer than necessary as it may invalidate the Insurance Policy.

(No. The committee authorised the books to be stored there and so it must be the committee which withdraws that authorisation. The Parish Council has strong links with the book club and I wouldn't want anybody asking them to remove the books.)

The books are not doing any harm and the reason I raised this was because the Parish Council said it would use the building for storage and we should all know if it is in fact, being used at all for parish council purposes.)

17. Great Get Together

Discuss the outcome with a view to holding it again next year.

The event did not take place.

(OK.)

18. Key register

Check if up to date.

I keep the key register and it is currently up to date.

(Good, but a while ago, the committee said it would check on the register from time to time, so now is an opportunity.)

Another committee item:

The annual playsafety inspection in the park usually takes place in August. It used to be the case that the PC could send someone round with the inspector but I think there might be a charge. Committee to consider the cost benefit of this - if indeed, it's the case that the inspector can be accompanied.

Another committee item: to make arrangements for the return of the many shopping trolleys stored on parish council property.

Not returning them would be deemed theft and we don't want the police coming to a meeting to make some form of corporate arrest.