

**MEMORANDUM OF SALE
HEADS OF TERMS**

SUBJECT TO CONTRACT AND DELEGATED AUTHORITY

Demise	Land on the South West Side of Towyn Way East Towyn Abergele
Title Number	CYM357952
Vendor	Conwy County Borough Council
Vendor's Solicitor	Head of Law & Governance Conwy County Borough Council PO Box 1 Colwyn Bay LL29 0GG
Purchaser	Towyn & Kinmel Bay Town Council Towyn & Kinmel Bay Town Council, Community Resource Centr, The Square, Off Foryd Road, Kinmel Bay, Conwy LL18 5BB Contact Details: clerk@towynkinmelbay-tc.gov.uk Phone: 01745 355899
Purchaser's Solicitor	TBC
Use	Public Open Space
Purchase Price	£1 (one pound)
Tenure	Freehold
Condition	The purchase will be conditional upon: 1. Subject to contact, report on title and democratic approval 2. Subject to all easements and rights reserved under the title CYM357952 3. The disposal will be subject to the following lease agreements – Conwy County Borough Council and Towyn and Kinmel Bay Town Council. Lease dated 1st June 2007 which will be brought to an end upon completion of the freehold transfer. 4. Subject to Welsh Government approval to dispose of the land

5. Subject to the Vendor complying with S2a Section 123 of the Local Government Act 1972.
6. In the event that the overage does not transfer with the properties title. The Vendor will be imposing their own overage provision.

Rights

CCBC to retain a right for the following to be retained on the Premises and accessed, used, maintained, replaced, remove etc. without restriction.

-General waste and recycling bins (unless removed prior to completion)

Legal Costs

The Purchaser to pay Vendor's legal fees.

The Purchaser will bear legal cost incurred by the Vendor in complying with Section 123 (2a) of the Local Government Act 1972. The costs estimated to be between £800.00 - £1000.

In the event that the sale does not proceed due to the purchaser or vendor withdrawing, both parties agree to pay the other parties reasonable abortive costs.

Comments

Any other terms as required by the Head of Legal Services in consultation with the County Valuer and Asset Manager

Date

04/09/2025

things which now are or at any time during the Term shall be set up fixed or fastened to or upon or in or about the Land or any part thereof

- 2.5 To permit the Council's Nominated Officer (with or without workmen and others) at all reasonable times in the daytime to enter upon the Land for the purpose of examining the state and condition thereof and all or any fixtures and equipment thereon and upon notice in writing of any defect or want of repair or decoration being given to the Tenant or left upon the Land and for which the Tenant shall be liable hereunder to cause the same to be remedied repaired or executed in compliance with the aforesaid covenants in that behalf PROVIDED ALWAYS that if the Tenant shall not within three months after service of such notice commence and proceed diligently with the execution of the works mentioned in such notice it shall be lawful for the Council to enter upon the Land and to execute such works and the cost thereof shall be forthwith recoverable by action as a debt due from the Tenant PROVIDED that nothing herein contained shall entitle the Council to exercise the right hereby conferred upon them so as unreasonably to prejudice the Tenant in the carrying on of his business
- 2.6 To permit the agents or workmen engaged or authorised by the Council and the Tenant or tenants of any adjoining or neighbouring premises and their respective duly authorised surveyors agents and workmen to enter and remain upon the Land at all reasonable times so far as may be necessary or useful in order to examine repair construct or rebuild any adjoining or contiguous premises belonging to the Council or to cleanse empty or repair any of the ditches watercourses culverts sewers drains or gutters from the same or of any other reasonable purpose making good all damage thereby occasioned and also in case any dispute or controversy shall at any time arise between the lessee and the tenants or occupiers of any adjoining or contiguous premises belonging to the Council relating to the said ditches watercourses culverts sewers drains or gutters or to any easements or privileges whatsoever affecting or relating to the Land or any adjoining or contiguous premises belonging to the Council to allow the same from time to time to be settled and determined by the Council's Nominated Officer in such manner as the Council by any writing under their seal or under the hand of the said Head of Property Services shall direct in that behalf

- 2.7 Not to assign underlet or otherwise part with either the whole or any part of the Land
- 2.9 Not to do or permit to be done or bring or allow to be brought in or upon the Land or any part thereof any act matter or thing which shall be or become a nuisance or annoyance to the Council its tenants or Lessees or to the owners Lessees or occupiers for the time being of any adjoining or neighbouring Land and on receiving notice from the Council or its duly authorised officer of any such act matter or thing as aforesaid forthwith to discontinue or remove the same and to take to the satisfaction of the Council all steps necessary and practicable to prevent any recurrence of the acts matters or things mentioned in such notice
- 2.10 Not at any time during the Term:
- 2.10.1 erect any building on the Land which shall be used as a public open space only and
- 2.10.2 erect any equipment structures or fixtures thereon without the prior consent in writing of the Council (such consent not to be unreasonably withheld)
- 2.11 Not at any time during the term hereby granted without the consent in writing of the Council to make any alteration or additions to the Land
- 2.12 Not at any time during the term hereby granted to erect affix place or display or permit to be erected affixed placed or displayed upon the Land or any part thereof any placard advertisement board sign or anything whatever in the nature of an advertisement without the written consent of the Council and any such placard advertisement board or sign so permitted shall comply in all respect with the requirements of the Town and Country Planning (Control of Advertisement) Regulations 1969 or with any enactment or regulation for the time being in force relating thereto
- 2.13 In all respects to comply with all statutory provisions (including health and safety provisions) and any other obligations imposed by law in regard to the Tenant's use of the Land and to indemnify the Council from and against all actions claims

demands and expenses which may be brought made or incurred against the Council in consequence of such non-compliance as aforesaid

- 2.14 Not to form or allow to be formed any refuse dump or rubbish or scrap heap upon the Land or its precincts and to keep the Land at all times clean and in good order
- 2.15 To pay to the Council all costs charges and expenses (including Solicitors, costs and Surveyors' fees) incurred by the Council for the purposes of or incidental to the preparation and service of a notice under Section 146 of the Law of Property Act 1925 requiring the Tenants to remedy a breach of any of the covenants herein contained notwithstanding forfeiture for such breach shall be avoided otherwise than by relief granted by the Court
- 2.16 Not to cause or permit at any time during the term hereby granted any such material change in the use of the Land as may be deemed to amount to development within the meaning of the Town and Country Planning Act 1990 or any statutory modification or re-enactment thereof
- 2.17 Not at any time during the term hereby granted to permit any sale by auction to be held upon the Land or any part thereof without the consent in writing of the Council
- 2.19 Not to do or permit anything to be done upon the Land whereby any policy of Insurance may be invalidated or whereby the rate of premium quoted by an insurance company in respect of the insurance against damage by fire of any building or part of a building of the contents thereof adjoining or near the Land (or against burst water pipes therein) shall at any time be higher than the rate usually charged in respect of the trade carried on in such adjoining or neighbouring buildings
- 2.20 To be responsible for effecting and maintaining a policy or policies of insurance to a minimum liability of £5,000,000.00 against all claims costs and demands by third parties in respect of personal injury or loss of or damage to their property resulting from arising out of or caused by the user or occupation of the Land by the Tenant and to indemnify and keep indemnified the Council from and against all such claims

costs and demands as aforesaid save as occasioned by or through any negligence or omission of any officer or servant of the Council

3. The Council hereby covenants that the Tenant paying the rent hereby reserved and performing and observing the several covenants on his part herein contained shall peaceably hold and enjoy the Land during the Term without any interruption by the Council or any person rightfully claiming under or in trust for it

4. It is hereby agreed and declared:-

4.1 That the Council shall have power at all times without obtaining any consent from or making any compensation to the Tenant to deal as the Council may think fit with any other property belonging to the Council and to erect or suffer to be erected on such neighbouring property any buildings whatsoever whether such buildings shall or shall not affect or diminish the light or air which may now or at any time during the term hereby granted be enjoyed by the Tenants or any tenants or occupiers of the Premises or any part thereof

4.2 If the rent hereby reserved or any part thereof shall at any time be unpaid for twenty-one days after becoming payable (whether formally demanded or not) or if any of the covenants on the Tenants' part herein contained shall not be performed or observed or if the Tenant for the time being shall become bankrupt or being a company shall enter into liquidation whether compulsory or voluntary (save for the purposes of reconstruction or amalgamation) or if the Tenant for the time being shall enter into any arrangement or composition for the benefit of the Tenants' creditors or shall suffer any distress or execution to be levied on the Tenant's goods then and in any such case it shall be lawful for the Council at any time thereafter to re-enter upon the Premises or any part thereon in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the right of action of the Council in respect of any antecedent breach of the tenant's covenants herein contained

4.4 That in case of dispute or difference arising out of or touching upon the rights duties or liabilities of the parties under this lease the dispute shall be referred to the determination of a single arbitrator to be agreed upon by the parties or failing

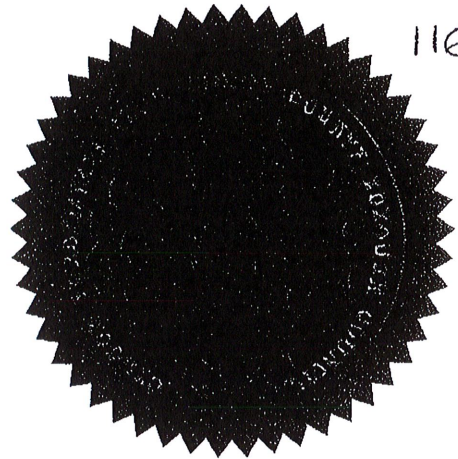
agreement to a person nominated by the President of the Chartered Institute of Arbitrators in manner provided by the Arbitration Act 1950 or any statutory modification or re-enactment thereof for the time being in force

5. It is hereby certified that there is no agreement for a lease to which this lease gives effect

IN WITNESS whereof Council has caused its Common Seal to be affixed and the Tenant has signed this Deed the day and year first before written

file
THE COMMON SEAL of CONWY)
COUNTY BOROUGH COUNCIL was)
hereunto affixed in the presence of:)


Authorised Sealing Officer



SIGNED AS A DEED on behalf of the)
TOWYN AND KINMEL BAY TOWN)
COUNCIL in the presence of:)

X  X

Witness: DAVE HOLLAND, TOWN CLERK *Signed on*

Address: COMMUNITY RESOURCE CENTRE
THE SQUARE
KINMEL BAY
CONWY
LL18 5BT.

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