



Mrs J Nolan  
Clerk to the Council

The Parish Council Community Centre  
Bell Lane, Ackworth  
Pontefract, WF7 7JH

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14 November 2025

Low Ackworth Community Centre Association (LACCA)

T Hames – Trustee & S Maiden – Secretary

Sent via email to \_\_\_\_\_@outlook.com, \_\_\_\_\_@gmail.com,

Dear \_\_\_\_\_

### **Freedom of Information Request**

I write in response to your Freedom of Information request dated 23 October 2025, (LACCA approved 5 November 2025) as detailed below.

*As a trustee of Low Ackworth Community Association, I am requesting access to view the existing lease referred to above. The document referred to is the one in the register of leases (item1) recorded on title deed WYK 825212 (schedule of notices of leases) for 21 years from 23.07.1997 which is still pending renewal. Heads of terms for renewal of this lease were approved 14.09.2015 signed by the chair of Ackworth Parish Council.*

Please see enclosed a copy of the heads of terms dated 14.09.2015.

This is the only information held on record relating to the information you have requested. This information does not relate to the current pending lease between Wakefield District Council and Ackworth Parish Council.

If you are unhappy with the way your request for information has been handled, you have a right to appeal or escalate directly to the Information Commissioner by phone 0303 123 1113 or website <https://ico.org.uk/>

On this occasion, there is no charge for making this request.

Yours sincerely

Jemma Nolan  
Clerk to the Council

**SUBJECT TO CONTRACT****DRAFT HEADS OF TERMS FOR LEASE OF TOWNEND PLAYING FIELDS**

22/05/2015

1	<b>Property</b>	All that site edged red on the attached plan. It is located at Townend Playing Fields, Station Road, Ackworth, Wakefield. WF7 7HE extending to approximately 0.87 hectares (8703m <sup>2</sup> ) or thereabouts containing sports pitches, open grassed landscaped areas together with all structures and buildings thereon.
2	<b>Landlord</b>	The Council of the City of Wakefield
3	<b>Landlord's Contact Details</b>	The City of Wakefield Metropolitan District Council  Tim Johnson Estates Manager, Street Scene Services Tel: 01924 307332 e-mail: <a href="mailto:streetsceneestates@wakefield.gov.uk">streetsceneestates@wakefield.gov.uk</a>  Block 'C', Town Hall, High Street, Normanton, West Yorkshire, WF6 2DZ
4	<b>Landlord's Solicitor's Details</b>	Legal and Governance, Property and Development Law Team, Wakefield Council, County Hall, Wood Street, Wakefield WF1 2QW
5	<b>Tenant</b>	Ackworth Parish Council c/o Parish Rooms Bell Lane Ackworth, Pontefract WF7 7JH
6	<b>Tenant's Contact Address</b>	Sue Templeman As above
7	<b>Tenant's Solicitor's Address</b>	TBC INSERT NAME AND ADDRESS DETAILS
8	<b>Rent</b>	The rent is to be £1.00 per annum, if demanded
9	<b>Rent Payment Date</b>	The rent will be payable annually in arrears.
10	<b>Guarantor</b>	None required
11	<b>Rent Deposit</b>	£0.00 (zero)
12	<b>Term of the Lease</b>	30 years

13	<b>Lease Type</b>	Full repairing and insuring lease (FRI)
14	<b>Lease Start Date</b>	TBC.
15	<b>Security of Tenure</b>	Contracted out of the security of tenure provisions of Part II of the Landlord and Tenant Act 1954 (as amended).
16	<b>Assignment/Use of the Property</b>	<p>Assignment of part only of the property is not permitted. Assignment of the whole may be permitted, but only with the prior written consent of the Landlord such consent not to be unreasonably withheld.</p> <p>The Tenant may give occasional 'Daily Licences' to other community based clubs, organisations and individuals provided these 'Daily Licences' are for non-political, non-religious and moral purposes only.</p> <p>The Daily Licences will be between the hours of 7.00am and 11.00pm on the same calendar day.</p> <p>If the Tenant wants to issue a daily licence to a particular party on a regular and / or frequent basis, then this is to be previously agreed in writing with the Landlord.</p>
17	<b>Tenant's Repairing Obligations</b>	A full repairing and insuring lease, including the boundaries of the site but the Tenant shall not be required to keep the Property in any better state of repair or condition than it is in at the date of the lease as evidenced by the photographic schedule of condition which will be attached to the lease.
18	<b>Yielding Up, Schedule of Condition &amp; Dilapidations</b>	<p>A photographic schedule of condition will be produced immediately prior to the lease start date. This will be agreed and signed by both parties prior to first occupation by the Tenant.</p> <p>Immediately prior to either the expiry or termination of the lease, a new schedule of condition will be produced and the tenant will either make good or pay compensation to the Landlord for any outstanding works.</p> <p>However any improvements over and above the current condition will be taken into consideration and the value of these improvements (to be agreed between both parties) will be deducted from any outstanding works.</p> <p>Any disputes resulting from the above to be agreed by the appointment of an independent specialist and the costs are to be shared equally between the parties.</p> <p>The cost of the preparation of the schedules of condition will be met by the Council.</p>
19	<b>Insurance</b>	<p>The tenant is responsible for adequately insuring the property.</p> <p>The tenant is also responsible for obtaining adequate public liability insurance.</p> <p>Copies of any insurance documents must be made available</p>

		upon the request of the Landlord.
20	<b>Indemnity</b>	The Tenant is to indemnify the Landlord against any actions, claims, losses and demands arising as a result of the occupation or activities of the Tenant.
21	<b>Alterations</b>	[The prior written consent of the Landlord shall be obtained for any proposed additions or alterations to the property.
22	<b>Permitted Use</b>	The property is to be used only for not for profit amateur Football and training pitches including club-house, changing facilities, car parking and social or community use which is directly ancillary to the use of sporting activities of the club. [(Attached Plan)]  Ancillary use will also include the occasional holding of galas, charity auctions and fundraising activities, provided that all of the proceeds of such activities will be applied solely for the management and operation of the sports club and the provision of sport at the property.
23	<b>Planning Applications</b>	Not to apply for planning permission under the Town and Country Planning Act 1990 without the prior written consent of the Council to the making of the application and the terms upon which the application is made.
24	<b>Business Rates</b>	The Tenant will be responsible for payment of all rates and taxes.
25	<b>Utilities</b>	The Tenant shall be responsible for payment of all utility bills.
26	<b>Statutory Compliance</b>	The Tenant shall be responsible for ensuring that it complies with all existing statutory requirements in relation to its occupation of the property, together with any new statutory requirements that take effect during the term of the lease.
27	<b>Rights of Way</b>	The Tenant must ensure that public rights of way are preserved and unimpeded
28	<b>Landlord's right of access</b>	The Landlord will have a right of access to: <ol style="list-style-type: none"> <li>1) Carry out repairs to adjacent property in its ownership making good to the tenants satisfaction any damage caused as a result of the works.</li> <li>2) Install/repair/ renew service media to adjacent Council land.</li> <li>3) Display appropriate promotional and publicity material, acting reasonably and in agreement with the tenant.</li> <li>4) Subject to the Council's existing rights.</li> </ol>
29	<b>Landlord's right of re-entry</b>	The Landlord will have the right of re-entry in the event of a breach of terms of the lease by the Tenant.
30	<b>Legal Costs</b>	The Tenant to be responsible for paying the Council's reasonable legal costs in preparing the lease document and counterpart thereof.

31	<b>Interest Payment</b>	In the event that any outstanding money which is owed to the Council, under the terms of the lease, being outstanding 14 days after the due date and without prejudice to the council's right of forfeiture and / or other remedies, interest to be payable at 4% above the current base rate from time to time of the Co-Operative Bank Plc until such time as the payment is paid.
32	<b>Joint Working Agreement</b>	The Tenant must abide by all the terms of the joint working agreement.
33	<b>Conditions</b>	<ol style="list-style-type: none"> <li>1. SUBJECT TO LEASE</li> <li>2. The approval of the Board of the Tenant.</li> <li>3. Subject to all necessary Council approvals.</li> </ol>
34	<b>Other</b>	The remaining terms to be those contained in a standard Wakefield MDC lease document for property of this type or as agreed between respective solicitors.

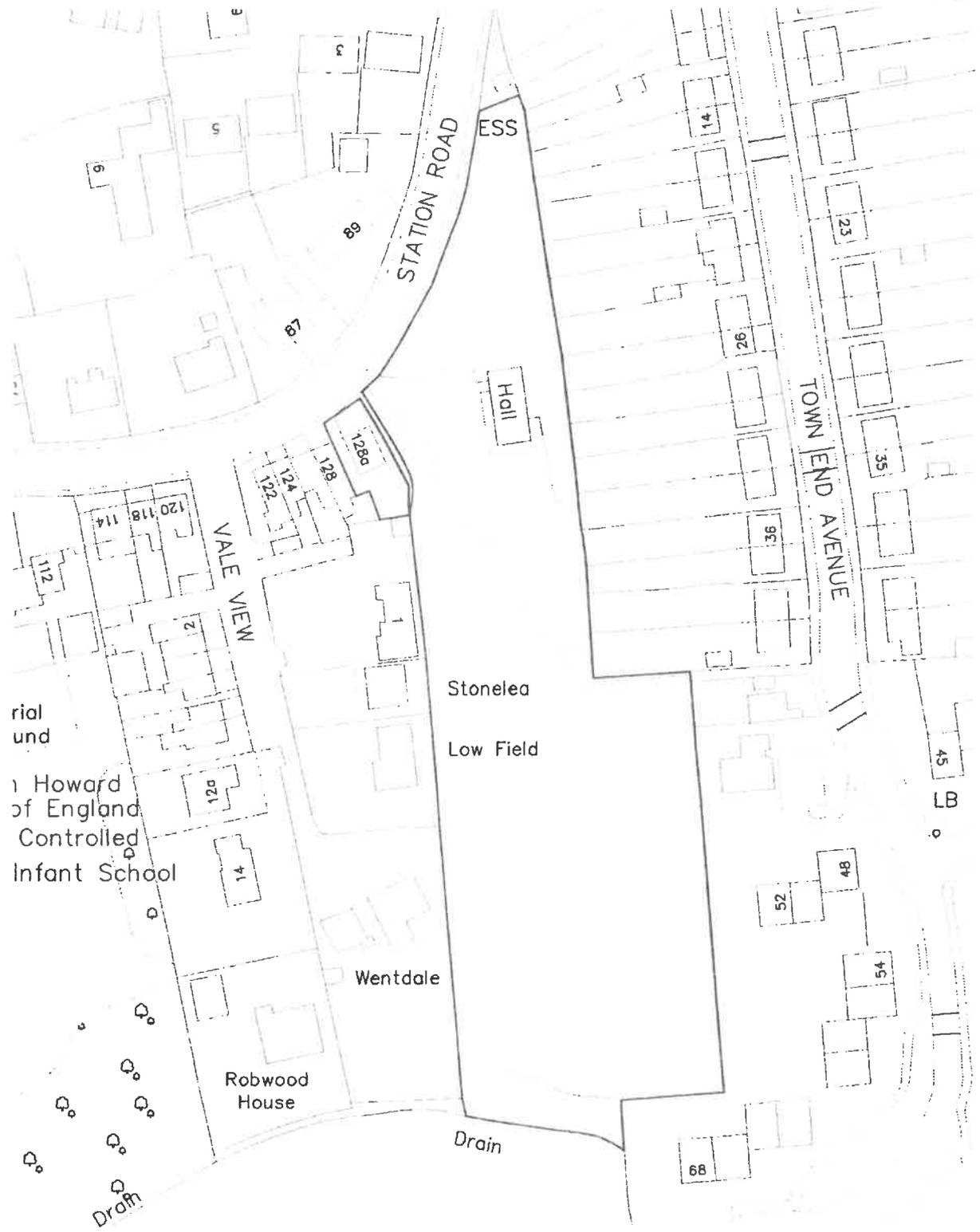
I hereby confirm that the above Heads of Terms are accepted as the agreed basis for the lease of this site.

Signed:  Name (Print) SARAH BALDUR Date: 14.09.2015

Position: CHAIR

On behalf of: ACKWORTH PARISH COUNCIL

PLAN REFERRED TO



Area edged red 9143sq m or thereabouts

Draft : For Internal Use Only

**Address**  
Land at Station Road  
Ackworth

<b>Plan No</b> VS565	<b>Rev</b> -	<b>Paper Size</b> A4
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<b>Date</b> Dec 2013	<b>Drawn By</b> jM/JG
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<b>Scale</b> 1:1250 @A4	<b>OS REF</b> SE4517
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**wakefieldcouncil**  
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Finance and Property  
Property & Asset Management  
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