

HEADS OF TERMS

SUBJECT TO CONTRACT & FORMAL COUNCIL APPROVAL, WITHOUT PREJUDICE

You should be aware that The Code for Leasing Business Premises in England and Wales 2007 strongly recommends you seek professional advice from a qualified surveyor, solicitor or licensed conveyancer before agreeing or signing a Business Tenancy Agreement. The code is available through professional institutions and trade associations or through the web site www.leasingbusinesspremises.co.uk.

In accordance with the recommendation of the Code, Harrogate Borough Council is willing to consider alternative lease terms to those proposed below. If you wish to suggest different terms, please set these out clearly in your reply.

Please bear in mind that variations may affect the level of rent proposed.

1 Initial Information


1.1	Property address	Land off Main Street Staveley North Yorkshire
1.2	Landlord	<p>The Council of the Borough of Harrogate Council Offices Crescent Gardens Harrogate HG1 2SG</p> <p>Correspondence Address:</p> <p>Planning and Development FAO James Bean (Estates) PO Box 787 Harrogate HG1 9RW</p> <p>Contact name: James Bean Telephone: 01423 500600 Fax: 01423 556580 Direct Line: 01423 500600 Extn 58322</p>

1.3	Tenant	Staveley and Copgrove Parish Council Correspondence Address: Kathryn Haw Corner Ways Farnham Lane Ferrensby HG5 9JG
1.4	Rent	£80 Yr 1, Yr2-5 £100
1.5	Rent free period (and other Incentives)	Year 1 in lieu of payment already received
1.6	Type of lease	Lease
1.7	Landlord's initial works (including timing)	n/a
1.8	Tenant's initial works (including timing)	
2.0	Guarantor/rent deposits	Guarantor Rent deposit
3.0	Lease length, breaks, extensions and rights	
3.1	Lease length and start date	5 years with effect from the date of completion back dated to 7 th April 2017
3.2	Break clauses or renewal rights	(a) Notice periods As per existing lease with the exception that either party may break the lease on providing 12 month prior written notice.
3.3	1954 Act protection	The lease is to be contracted outside the security of tenure provisions of the Landlord and Tenant Act 1954.
3.4	Rights	As stated in previous lease dated 30 th July 2012
4.0	Rent reviews	
5.0	Assignment and subletting – see check box: Clause 17.3 of existing agreement to apply: Tenant is not permitted to assign the whole or part only of the land. Tenant is permitted to sublet parts of the land for use as allotments. Tenant is not permitted to sublet the whole of the land.	
6.0	Services and service charge	Clause 5 of existing lease to apply.

7.0	Repairing obligations	
7.1	IRI and schedule of condition	N/A
7.2	Collateral warranties	N/A
8.0	Alterations and use	
8.1	Clause 9 and 10 of existing lease to apply.	
8.2	Permitted use	Allotments for gardening purposes only
9.0	Insurance	Tenant is to maintain the appropriate insurance for the demised property, in accordance with clause 16 of existing lease.
10.0	Lease management	
10.1	Dilapidations	To be discussed upon expiry of the lease agreement in accordance with the schedule of condition agreed between the Landlord and Tenant at the commencement of the Lease.
11.0	Other issues	
11.1	Car parking	N/A
11.2	Rates and utilities	The Tenant is responsible for all rates levied in respect of the property.
11.3	Telephone charges	N/A
11.4	Legal costs	The Tenant shall pay contribution of £284 towards the Landlord's legal fees, and a contribution of £359 for the Landlords Surveyors fees
11.5	Conditions	
11.6	General	<p>The tenant must comply with every statute and any notice or order from a competent Authority that relates to the Premises or any substance or article on the Premises and whether applicable to the tenant or the landlord or occupier of the Premises.</p> <p>The tenant must also produce immediately to the landlord copy of any such notice or order that is served on the Premises or the tenant.</p>
11.7	Landlord's solicitors	Legal Services Harrogate Borough Council Crescent Gardens Harrogate HG1 2SG
11.8	Tenant's solicitors	TBC
11.9	Timing and other matters	As soon as legal formalities allow

11.10 No contract	These Heads of Terms are subject to contract.
11.11 Landlord's agent(s)	In house Estates Department – see Landlord's details above

The above terms and conditions are acceptable

Signed: 

CHAIRMAN
STAVELEY PARISH COUNCIL

Dated: 16th DECEMBER 2017

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