



# Heads of Terms

## Subject to Contract

16 January 2019

1. Stratford on Avon District Council intends to enter into a lease on the following heads of terms. These heads of terms are not intended to create any legally binding obligations. They are subject to contract, completion of formally executed legal documentation and approval of Stratford on Avon District Council.
2. These heads of terms are confidential to the intended parties to the proposed lease and their professional advisors.
3. The proposed lease may contain further terms as required including additional terms on matters that are not covered in this document.
4. These heads of terms are valid for a period of six months from the date of this document.

<b>1.</b>	<b>Property</b>	Prince Harry Road Car Park Henley in Arden being all of WK329958
<b>2.</b>	<b>Freeholder</b>	Stratford on Avon District Council Elizabeth House Church Street STRATFORD UPON AVON CV37 6HX
<b>3.</b>	<b>Landlord</b>	Stratford on Avon District Council Elizabeth House Church Street STRATFORD UPON AVON CV37 6HX  Contact – Helen Smith Email: <a href="mailto:helen.smith@stratford-dc.gov.uk">helen.smith@stratford-dc.gov.uk</a>
<b>4.</b>	<b>Tenant</b>	Beaudesert and Henley-in-Arden Joint Parish Council Joseph Hardy House 150 High Street Henley in Arden B95 5BS  Contact: Peter Cornford Email: <a href="mailto:peter.c@johnearle.co.uk">peter.c@johnearle.co.uk</a>
<b>5.</b>	<b>Lease</b>	For a term of 99 years from – commencement date to be agreed
<b>6.</b>	<b>Rent</b>	£1 per annum if demanded
<b>7.</b>	<b>Tenant's obligation</b>	The Tenant is to enter in to a licence with Henley in Arden Medical Centre (Prince Harry Road, Henley in Arden, B95 5GD), if required by the latter, for six free parking spaces for the exclusive use of the

		<p>Medical Centre, their staff and visitors.</p> <p>The Tenant also to provide a suitable free space for mobile screening services to park screening units, as and when required, by the Medical Centre or other relevant health care authorities.</p>
<b>9..</b>	<b>Break Clause</b>	Either party may end the lease on giving 6 months' notice in writing, on every ten year anniversary of the commencement of the lease.
<b>10.</b>	<b>Assignment and subletting</b>	Assignment and sub-letting not permitted.
<b>11.</b>	<b>Planning Consent</b>	Any necessary planning (or other) consent to be obtained by the tenant and the Landlord to be notified directly.
<b>12.</b>	<b>Repairing obligations</b>	The tenant to maintain and keep the demise in good and substantial repair and condition.
<b>13.</b>	<b>Permitted use</b>	To be used only as a public car park.
<b>14.</b>	<b>Insurance</b>	Tenant to maintain in force throughout the term insurance for an amount of not less than £5 million in respect of the property against liability for each of third parties and employers' liability
<b>15.</b>	<b>Rates</b>	The tenant will be responsible for business rates in connection with the property.
<b>17.</b>	<b>Landlord and Tenant Act</b>	The security of tenure provisions of Part II of the Landlord & Tenant Act will not apply.
<b>18.</b>	<b>Landlords and Surveyors Fees</b>	Each party to be responsible for its own legal and surveyors fees.
<b>19.</b>	<b>Conditions</b>	Subject to Contract and subject to approval by the District Council's Portfolio Holder for Resources & Property and Ward Member.
<b>20.</b>	<b>Landlords Solicitors</b>	<p>Tim Stedeford  Stratford on Avon District Council  Elizabeth House  Church Street  Stratford upon Avon  CV37 6HX  Telephone: 01789 260239  Email: tim.stedeford@stratford-dc.gov.uk</p>
<b>21</b>	<b>Landlord's Reservations</b>	<p>The Landlord reserves the right to grant an agreement with Lloyds (or some other bank) to site a mobile bank in the car park at a location to be identified.</p> <p>As long as the above licence is in existence, the Landlord will pay to the Tenant the sum of £300 per annum</p>