

Mr Ray Evans
Parish Clerk & Proper Officer
Beaudesert & Henley in Arden JPC
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Our Ref: SR
Date: 22 June 2022
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By email only: clerk@henley-in-arden-pc.gov.uk

Dear Ray

Proposed Heads of Terms (“HOT”) – Network Rail regarding former Station Building, Station Road, Henley in Arden

Further to our earlier conversation and your email of today’s date with attached draft HOT, I have reviewed the HOT and note you are named as Tenant pending formal registration by the Charity Commission of the Friends of Henley Railway Station (“charity”). The HOT require the Parish Council to be the Tenant but will include a clause in the Lease allowing the Lease to be assigned (transferred) to the charity once the charity has been registered. Subject to my below comments, should the Parish Council agree to be the “temporary” Tenant, it may be worth considering asking the charity to pay the Parish Council’s legal costs for dealing with the Lease as well as the assignment of the Lease together with the Landlord’s legal costs (as Landlord’s will require their legal costs are also paid for dealing with the licence to assign the Lease to the charity).

As a Tenant under the proposed Lease, you would take on full responsibility and liability for the rent (I note it is a peppercorn – subject to approval – which means zero rent in reality) as well as all repairs and refurbishments of the buildings together with all other outgoings, such as utility services. I am aware this is something the Parish Council are not keen on doing. There is no guarantee the Charity Commission will agree to register the charity, which would potentially leave the Parish Council as Tenant under the proposed Lease for the 25 year term (meaning the Parish Council is responsible for all of the Tenant’s obligations set out in the Lease).

Should the Parish Council act as guarantor for the charity (if Network Rail require although the HOT do not provide for this scenario), you would be guaranteeing the performance of the Tenant (the charity) therefore if the charity fails to carry out any obligations set out in the Lease or does not make all payments required under the Lease, you will be responsible for such obligations and payments. This could result in large expenses for the Parish Council given the length of the Lease.

Turning to your search for a local solicitor to assist the Parish Council with property related matters, HCB would be delighted to act on your behalf, with myself as the lead senior solicitor. I am assisted by Sikay Chan, an experienced property paralegal whom I have worked with for over 6 years, together with Yasmin Teensa, a newly qualified solicitor who has been working with me in the commercial property department for almost 2 years. I have been a qualified solicitor for almost 19 years and specialise exclusively in commercial property and land development, which often involves quirky/unusual land queries.

Where possible, I always seek to provide quotes on a fixed fee basis rather than charging on an hourly rate. For example, in relation a commercial lease acting for a tenant, the standard fee is between £1,000 to £2,900 plus VAT and disbursements. The fee quote tends to be a the higher end of the scale when the lease issued by the Landlord's solicitors is drafted heavily in favour of the Landlord and requires extensive negotiation to seek a more balanced lease with less liabilities placed on the tenant.

In some instances, depending on the work in question, it is difficult to quote on a fixed fee basis but should such instances arise for work that the Parish Council requires advice on, I would charge on a reduced hourly rate of £210 rather than my standard £275.

I am transparent with legal costs and provide billing guides to clients giving a full breakdown of time and costs incurred for each transaction. I can issue clients with billing guides at any point during each transaction so clients know exactly what costs have been incurred. If clients wish to set initial limits on costs, I can let clients know when that limit is reached so they can decide if/how they wish to proceed.

I am based in our Redditch office and I am familiar with Henley as my parents have lived in Wootton Wawen for about 18 years.

I very much look forward to working with you if HCB are successful following your tender process. In the meantime, if you have any questions, please do not hesitate to contact me.

Kind regards

Yours sincerely,



Sarah Rao
Senior Solicitor
HCB Solicitors Ltd