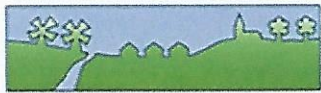


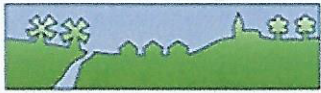
26/04/18

**Heads of Terms: Business Lease
(WITHOUT PREJUDICE
SUBJECT TO CONTRACT, CLIENT APPROVAL)**

1.0	Property address	St John's Park Recreation grounds, Burgess Hill, West Sussex
	Plan attached	To include part of the Pavilion as shown outlined in red on the attached plan, the nets area, score board and ancillary rights to the wicket area.
1.1	Landlord	Mid-Sussex District Council,
	Tel/email:	01444477451 / eloise.duffy@midsussex.gov.uk
	Landlord's address	Oaklands Road, Haywards Heath RH16 1SS Contact name: Eloise Duffy
1.2	Landlords solicitor	MSDC Legal Services
	Address	MSDC, Oaklands Road, Haywards Heath RH16 1SS
1.3	Tenant	Burgess Hill Cricket Club (Community Amateur Sports Club)
	Tel/email:	01444 232223 / 07860 909237 geoff.brailey@halesgroup.co.uk
	Tenant's address	The Pavilion St John's Park Burgess Hill West Sussex RH15 9AA Correspondence address: As above Contact name: Geoff Brailey
1.4	Tenant solicitor / agent	All correspondence should be sent to Geoff Brailey in the first instance.
2.0	Guarantor	N/A
3.0	Type of lease	Head lease.
4.0	Term start Date	Lease commencement date
	Length of lease	10 year term.
5.0	Rent	£1,800 per annum QIA (quarterly in advance). Exclusive of VAT. Please note that the property is currently not registered for VAT.



5.1	Rent free period (and other incentives)	None.			
5.2	Rent reviews	In year 5 of the lease term.			
6.0	Break clauses	No break clause.			
7.0	1954 Act protection	To be contracted outside of the landlord and tenant Act 1954, Part 2, S24-28.			
8.0	Landlord's initial works (including timing)	None.			
8.1	Tenant's initial works (including timing)	To clean and to decorate interior of used areas prior and after each cricket season.			
9.0	General Rights	N/A			
10.0	Assignment and subletting See check box >		Prohibited	If not prohibited is CNUW	Permitted without consent
		Assignment of whole	Yes		
		Sub-Lease whole	Yes		
		Group sharing	Yes		
		Charging	Yes		
		CNUW = Consent not to be unreasonably withheld.			
11.0	Repairing, maintaining and decoration obligations	Internal Repairing Only Lease. Tenant responsible to maintain and keep in good repair used (demised) area (to also include any boards, signs and score board serving the Burgess Hill Cricket Club) at their own cost unless it relates to equipment/conduits that may affect the whole of the building and other users which in this case MSDC must be made aware of. Tenant responsible for internal decorations of demised area. To keep used areas in neat and tidy condition.			
12.0	Services and service charge	No service charge			
13.0	Alterations		Prohibited	If not prohibited is CNUW	Permitted without consent
		External	Yes		
		External structural	Yes		
		Internal structural	Yes		
		Internal non structural	Yes		
14.0	Permitted use Planning (Use Classes)	For recreation purposes. Class D1 of the Town and Country (Use Classes) Order 1987.			
15.0	Insurance	Landlord responsible for buildings insurance			



15.1	Business Rates and utilities	Tenant is responsible. Tenant must check actual amount with Local Authority and whether a separate assessment is necessary.
15.2	Landlord's costs Est. surveyor cost: Est. legal cost:	A yearly credit from 1st April 2018 of £1,000 for surveyor's fees and £1,000 for legal fees has been granted to the Burgess Hill Cricket Club. The surveyor's fees will be £250 and legal fees £1,000 in connection with this matter. This leaves a credit of £750 for surveyor's fees and £0 for legal fees for the remainder of the year ending 31st March 2019. In accordance with s.123 of the 1972 Local Government Act, the Tenant will pay £604.80 out of their remaining surveyors fee credit if £750.
16.0	Compliance	The tenant shall comply with all laws relating to the property and the occupation and use of the property.
17.0	Timing and other matters	The granting and surrender of the lease will be subject to the Trustees approval, with input from the Cabinet Member for Leisure and Community and Cabinet member for Economic Development and property.
17.0	Any Other Matters	Areas outside of the proposed demise must be pre-booked and confirmed with the Leisure facilities team, Mid Sussex District Council. All bookings must be booked and paid for.

SUBJECT TO CONTRACT & CLIENT APPROVAL

These 'Heads of Terms' are intended to be statements of principle only and should not be construed as legally binding until formal agreements have been agreed and entered into by both parties.

Please sign below to confirm your approval to the Heads of Terms

Signature

[Redacted Signature]

FOR AND BEHALF OF
BURGESS HILL CRICKET CLUB

Print name

[Redacted Print Name]

Date

28 - 6 2018