



Heads of Terms:
New lease
(WITHOUT PREJUDICE
SUBJECT TO CONTRACT, CLIENT APPROVAL AND CABINET
APPROVAL)

1.0	Property address	Court Bushes Community Building and adjoining land, Willow Way, Hurstpierpoint, BN6 9TH
	Plan attached	See Appendix A
1.1	Landlord	Mid-Sussex District Council,
	Tel/email:	01444 477490/ peter.benfield@midsussex.gov.uk
	Landlord's address	Oaklands Road, Haywards Heath RH16 1SS Contact: peter.benfield@midsussex.gov.uk/elaine.clarke@midsussex.gov.uk
1.2	Landlords solicitor	MSDC Legal Services
	Address	MSDC, Oaklands Road, Haywards Heath RH16 1SS
1.3	Tenant	Hurstpierpoint & Sayers Common Parish Council
	Tel/email:	C/o Stephen Hoyles, Clerk to the Council 01273 833264/ hurstpierpoint.pc@btinternet.com
	Tenant's address	Trinity Road, Hurstpierpoint, West Sussex BN6 9UY
1.4	Tenant solicitor / agent	TBC
	Tel/email:	TBC
	Address	
2.0	Guarantor	N/A
3.0	Type of lease	Head lease
4.0	Term start Date	TBC
	Length of lease	35 year term
5.0	Rent	£5,000 per annum exclusive of VAT. Quarterly in advance N/A
	Frequency	
	VAT/deposit	

5.1	Rent free period (and other incentives)	Three years																				
5.2	Rent reviews	5 yearly from commencement date based on RPI																				
6.0	Break clauses	Tenant only break option at year ten, subject to a minimum of 12 months notice.																				
7.0	1954 Act protection	To be contracted out of the 1954 Act.																				
8.0	Landlord's initial works (including timing)	None – the tenant will take the premises in the condition as at the start of the lease.																				
8.1	Tenant's initial works (including timing)	Exterior gate, fence and lighting in a form to be agreed and annexed to the lease. The tenant to be responsible for the planning application. Works to be completed within six months of lease start date. Upon lease expiry or tenant otherwise ceasing to occupy, these items shall remain in the ownership of the Landlord.																				
9.0	General Rights	The tenant and users of the Hall to have vehicular and pedestrian rights of access over the service road																				
10.0	Assignment and subletting	<table border="1"> <thead> <tr> <th></th> <th>Prohibited</th> <th>If not prohibited is CNUW</th> <th>Permitted without consent</th> </tr> </thead> <tbody> <tr> <td>Assignment of whole or part</td> <td>x</td> <td></td> <td></td> </tr> <tr> <td>Sub-Lease of whole or part</td> <td>x</td> <td></td> <td></td> </tr> <tr> <td>Group sharing</td> <td>x</td> <td></td> <td></td> </tr> <tr> <td>Charging</td> <td>x</td> <td></td> <td></td> </tr> </tbody> </table>		Prohibited	If not prohibited is CNUW	Permitted without consent	Assignment of whole or part	x			Sub-Lease of whole or part	x			Group sharing	x			Charging	x		
	Prohibited	If not prohibited is CNUW	Permitted without consent																			
Assignment of whole or part	x																					
Sub-Lease of whole or part	x																					
Group sharing	x																					
Charging	x																					
		<p>CNUW = Consent not to be unreasonably withheld.</p> <p>The Tenant shall have the right to allow other organisations to occupy for a fee on the basis of Hire Agreements. No proprietary rights to be granted. Sub-leases and licences to occupy are specifically prohibited.</p> <p>The Tenant shall ensure that all other users abide by all contractual and regulatory requirements, specifically including that the nursery abides by planning restrictions with regard to external hours of use.</p> <p>The tenant to have the specific right to assign the lease to a charitable trust.</p>																				
11.0	Repairing & Decorating obligations	See below Tenant to decorate exterior every 5 years and interior every 3 years.																				
12.0	FRI and schedule of condition	FRI Tenant repairs at own cost. Internal and external including land, drains, pipes and roads included within the Property Photographic schedule of condition to be taken at start of tenancy																				
13.0	Services and service charge	N/A. Tenant to be directly responsible for all costs, maintenance and utilities. See below																				

14.0	Alterations		Prohibited	If not prohibited is CNUW	Permitted without consent
		External		X	
		External structural	X		
		Internal structural	X		
	Internal non structural		X		
15.0	Permitted use	For Parish Council to operate community related activities and operation of a nursery for up to 42 children			
	Planning (Use Classes)	Class D1 of the Town and Country (Use Classes) Order 1987. Tenant responsible for obtaining any planning and other necessary consents.			
	Hours of operation/days?	7am – 11pm Sun-Thurs, 7am – 12pm Fri - Sat Nursery 7.30am - 6.30pm Mon – Fri			
16.0	Insurance	Tenant to insure and provide relevant documents upon completion of the lease.			
16.1	Business Rates and utilities	Tenant is responsible. Tenant must check actual amount with Local Authority and utility providers.			
16.2	Landlord's costs	Landlord's reasonable professional fees are to be waived			
	Est. surveyor cost:	N/a			
	Est. legal cost:	N/a			
	Section 123 of Local Government Act 1972	Advertising costs estimated at no more than £1,000 to be paid by the Tenant			
17.0	Compliance	The tenant shall comply with all laws relating to the property and the occupation and use of the property.			
18.0	Timing and other matters	The granting of the lease will be subject to approval of the Council's Cabinet.			
19.0	Any Other Matters	The local football club have a storage container on the Property. This will be relocated prior to the lease being signed. Ex-Serviceman's Club lease which was forfeited on 6 December 2017 will be removed from the Land Registry. The landlord to have the right to connect to any service media or conduit servicing the hall for future development of their retained land. Landlord reserves the right to use the premises for election and emergency purposes.			

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.