



**Draft  
HEADS OF TERMS  
for a Licence for shared use of a car park at Churchtown, Saltash**

Subject to contract

Parties	Saltash Town Council (STC/Licensor) and Antony Estate (AE/Licensee)
Area for use	The Churchtown Cemetery Car Park.
Proposed use	Use for parking for those attending burials at the proposed Churchtown natural burial ground, only for the duration of the burial.
Term	40 years from the commencement date of the Licence.
Break clauses	Either party may serve to the other not less than 12 months' notice to terminate the Licence on the fifth anniversary of the Term and five yearly thereafter.
Booking system	AE will adopt the preferred booking method of STC, namely the following or otherwise any other system that STC nominates: <ol style="list-style-type: none"><li>1. AE will email STC via its nominated email address (currently burialsandmemorials@saltash.gov.uk) to request a date and time for the use of the car park for an interment.</li><li>2. The Town Council Administrator will follow STC's internal procedures as it does for similar requests from funeral directors and either confirm this date and time or ask for another to be requested, in which case the procedure will be repeated.</li></ol> AE will arrange its own grave digging and the placing of cones on the roadside, so there is no further service is required from STC.
Commercial terms	AE will pay STC a licence fee as follows: <ol style="list-style-type: none"><li>1. £500 per year annually in advance.</li><li>2. A charge of £50 per burial, to be paid within seven days of the car park booking being confirmed.</li></ol> Both sums will be increased five yearly in line with the Retail Prices Index.  AE will additionally pay STC any charges for any specific services provided by STC.

Responsibilities	AE will be responsible for ensuring that the car park is left in a clean and tidy state after every burial and will be fully responsible for the rectification of any specific damages that occur.
Insurance	AE will indemnify STC against all losses and damages arising out of its use of the car park.
Alienation	AE may create its own management vehicle, such as a company or similar entity under its direct control, in order to operate the natural burial site, but will not assign or sub-let the Licence agreement to any third party.
Reputational matters	AE will use best endeavours to manage the natural burial ground served by the car park to a high standard and in cooperation with STC and members of the public, and will establish a trust for the management of the site which will remain in existence for the long term in order to ensure its upkeep for the benefit of the family and descendants of the deceased.
Legal costs	AE will pay STC's reasonable legal costs for the preparation and completion of the licence agreement.