

HEADS OF TERMS

New Lease Agreement

Subject to Contract

1. Landlord	First Greater Western Limited Milford House 1 Milford Street Swindon Wiltshire SN1 1HL Registered Company No: 05113733
2. Tenant	Saltash Town Council The Guildhall Lower Fore Street Saltash Cornwall PL12 6JX FAO: Sinead Burrows, Assistant Town Clerk E-mail: Sinead.burrows@saltash.gov.uk Tel: 01752 844846
3. Guarantors	None
4. Station	Saltash Station, Albert Road, Saltash, Cornwall, PL12 4EB
5. Details of Station Lease	Lease dated 29 th March 2020 made between (1) NRIL and (2) First Greater Western Limited and to expire 01 st April 2023.
6. Premises	Land at Saltash Station on which a former BT Phone Box (now decommissioned) currently sits, to be shown edged blue on a plan to be attached to the lease and which is to extend no further than the footprint of the former BT Phone Box.
7. Lease Plan	The tenant shall pay the cost of £120 plus vat for a Land Registry Compliant Lease Plan
8. Type of Premises	Freestanding; The premises comprise land only and are not subsurface to the station area (to which the Fire Precautions (Sub-Surface Railway Stations) Regulations apply
9. Lease Term	From Lease Commencement Date to expire 30th March 2023. The lease will exclude the security of tenure provisions of the 1954 Landlord & Tenant Act.
10. Lease Commencement Date	To be confirmed

11. Lease Status	This is a new lease being granted to the tenant for these premises.
12. Termination Provisions	Standard railway industry terms shall apply. Landlord's right to determine on 6 months' notice at any time and the Landlord or Superior Landlord may break the lease on 28 days' notice if the premises are urgently required for the proper operation of the railway undertaking.
13. EPC Rating	Not applicable (demised premises comprise land only; the Tenant will have liability for the phone box situated on the land that is the subject of the lease)
14. Minimum Guaranteed Rent	Peppercorn rent. Interest not applicable.
15. Turnover Rent	Peppercorn rent.
16. Rent Commencement	Rent under the new lease will commence on the Lease Commencement Date
17. Rent Deposit	None
18. Rent Review Period	None
19. Basis of Rent Review	Not applicable
20. Permitted Use	Land upon which is situated a former BT Phone Box that is in the process of being adopted by the Tenant from BT as part of a formal transfer process and which is intended to be used to house a community defibrillator, any other use to be agreed at the landlords sole discretion.
21. Alienation	Assignment or under letting of the whole or any part of the premises is prohibited as is any sharing or parting with possession. The Premises must be occupied solely by the Tenant.
22. Repairs	The Tenant will be fully responsible for the former BT Phone Box after adoption, including for all maintenance & repairs. The Landlord is to have no repairing or maintenance liability.
23. Alterations	No alterations are to be undertaken without the consent of the Landlord and (where required) the Superior Landlord, and the approval of all method statements and risk assessments as set out in more detail in the lease.
24. Insurance	The Tenant will insure the former BT Phone Box and contents. The Tenant shall also insure against third party and public liability.
25. Utilities	The Tenant will be responsible for the cost of any utilities used within the former BT Phone Box situated on the Premises during the Term, including any costs with connecting any new utility supplies.

26. Refuse Disposal & Sustainability	Not applicable.
27. Minimum Trading Hours	Not applicable.
28. Business Rates	<p>The Tenant will be responsible for contacting the local Council to advice of their occupation and will be liable for the payment of any applicable business rates.</p> <p>If after the end of the Term the Landlord or Superior Landlord loses rating relief (or any similar relief or exemption) because it has been allowed to the Tenant, then the Tenant shall pay the Landlord or Superior Landlord an amount equal to the relief or exemption that the Landlord or Superior Landlord has lost.</p>
29. Parking Spaces	None.
30. Service Charge	None.
31. Tenants Works	<p>The Tenant is in the process of adopting the former Phone Box occupying the demised premises (from BT).</p> <p>Following completion of the adoption, the Tenant is proposing to install a power supply and a community defibrillator and will provide the Landlord with Method Statements and Risk Assessments, for any works proposed, which are to be carried out at the tenants expense.</p>
32. Licensing	Not Applicable
33. Statutory Compliance	<p>The Tenant is to comply with all laws affecting the Premises or their use and with any notice or order served by a Competent Authority.</p> <p>The Tenant will be responsible for ensuring compliance with all statutory fire and electrical safety legislation applicable to the Premises.</p>
34. Landlords Solicitor	<p>Carol McFarlane First Group Solicitor First Group plc 8th Floor The Point 37 North Wharf Road London W2 1AF</p> <p>FAO: Carol McFarlane Tel: 0207 291 0511 E-mail: carol.mcfarlane@firstgroup.com</p>

35. Legal Costs	<p>None.</p> <p>The Landlord has waived the standard requirement to make a contribution towards reasonable legal costs which are estimated to be £800 plus VAT given the community benefit of the proposed use. However, should the tenant propose a change to the proposed use, then the Landlord reserves the right to recover retrospectively its reasonable legal costs as appropriate.</p>
36. Tenants Solicitor	Tenant to confirm if appointing solicitor representation.
37. Landlords Agent	<p>Amey TPT Limited Chancery Exchange 10 Furnival Street London EC4A 1AB</p> <p>FAO David Corp DDI: 07708 479441 E-mail: david.corp@amey.co.uk</p>
38. Conditions	<p>Subject to Contract and completion of formally executed legal documentation</p> <p>Subject to First Greater Western Limited Approval</p> <p>Subject to Superior Landlord Approval</p> <p>Subject to DfT approval</p>

Signed on behalf of the Tenant.....

Name.....

Date.....

These Heads of Terms are not intended to create any legally binding obligations and do not constitute a commitment by First Greater Western Trains Limited or Network Rail Infrastructure Limited and no liability will be accepted by them or their agents for any expenses incurred by any party.

These Heads of Terms are confidential to the intended parties to the proposed lease and to their professional advisors.

It is recommended that the tenant seek professional advice with respect to the Heads of Terms and refer to the RICS code of leasing business premises.