

**HEADS OF TERMS (Mar 2023)****New Bi-Partite Lease Agreement WEF April 2023****Subject to Contract**

<b>1. Landlord</b>	First Greater Western Limited Milford House 1 Milford Street Swindon Wiltshire SN1 1HL Registered Company No: 05113733
<b>2. Tenant</b>	Saltash Town Council The Guildhall Lower Fore Street Saltash Cornwall PL12 6JX  FAO: Sinead Burrows, Assistant Town Clerk E-mail: <a href="mailto:Sinead.burrows@saltash.gov.uk">Sinead.burrows@saltash.gov.uk</a> Tel: 01752 844846
<b>3. Guarantor</b>	None
<b>4. Station</b>	Saltash Station, Albert Road, Saltash, Cornwall, PL12 4EB
<b>5. Details of Station Lease</b>	New Multi Site Station Lease dated <TBC> made between (1) NRIL and (2) First Greater Western Limited commencing 01 <sup>st</sup> April 2023 and to expire 25 <sup>th</sup> June 2028.
<b>6. Premises</b>	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.
<b>7. Type of Premises</b>	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
<b>8. Void Between the False Ceiling and True Ceiling included in the demise.</b>	No
<b>9. Lease Term</b>	From 01 <sup>st</sup> April 2023, the new lease will expire on 25 <sup>th</sup> June 2028 (ie. lease term 5 years, 3 months).  The lease will exclude the security of tenure provisions of the 1954 Landlord & Tenant Act.
<b>10. Lease Commencement Date</b>	01 <sup>st</sup> April 2023
<b>11. Lease Status</b>	This is a new lease being granted to the tenant for these premises.
<b>12. Termination Provisions</b>	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 or other operational reasons.

<b>13. EPC Rating</b>	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).
<b>14. Minimum Guaranteed Rent</b>	Peppercorn rent. Interest Not Applicable.
<b>15. Turnover Rent</b>	Not Applicable.
<b>16. Rent Commencement</b>	The rent will commence on the Lease Commencement Date.
<b>17. Rent Deposit</b>	Not Applicable
<b>18. Rent Review Period</b>	Not Applicable.
<b>19. Basis of Rent Review</b>	Not Applicable.
<b>20. Permitted Use</b>	Land upon which is situated a former BT Phone Box that has been 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.
<b>21. Alienation</b>	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.
<b>22. Repairs</b>	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.
<b>23. Alterations</b>	No alterations are to be undertaken without the prior 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.
<b>24. Insurance</b>	The Tenant will insure the former BT Phone Box and contents. The Tenant shall also insure against third party and public liability.
<b>25. Utilities</b>	There are no utility services of water, waste, electricity etc provided by the Landlord.  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.
<b>26. Refuse Disposal and Sustainability</b>	Not Applicable.
<b>27. Minimum Trading Hours</b>	Not Applicable.
<b>28. Business Rates</b>	The Tenant will be responsible for contacting the local Council to advise of their occupation and will be liable for the payment of any applicable business rates.  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.
<b>29. Parking Spaces</b>	No car parking rights are offered with this lease.

	Should the tenant require parking at GWR Saltash Station, a season ticket permit is to be purchased separately via the Landlord's car park managers, APCOA.
<b>30. Service Charge</b>	The Landlord does not currently charge a service charge but retains the right to introduce one during the lease term.
<b>31. Tenants Works</b>	Not Applicable
<b>32. Licensing</b>	Not Applicable
<b>33. Statutory Compliance</b>	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.  The Tenant will be responsible for ensuring compliance with all statutory fire and electrical safety legislation applicable to the Premises.
<b>33. Landlord's Surveyor</b>	Amey TPT Limited Chancery Exchange 10 Furnival Street London EC4A 1AB  FAO David Corp DDI: 07708 479441 E-mail: <a href="mailto:david.corp@amey.co.uk">david.corp@amey.co.uk</a>
<b>35. Landlord's Solicitor</b>	Hill Dickinson No.1 St. Paul's Square Liverpool L3 9SJ  FAO: David Ratcliffe Tel: 0151 600 8520 E-mail: <a href="mailto:david.ratcliffe@hilldickinson.com">david.ratcliffe@hilldickinson.com</a>
<b>36. Tenant's Solicitor</b>	Tenant to confirm if appointing solicitor representation.
<b>37. Legal Costs and Superior Landlord's Surveyors Costs</b>	The tenant will make a contribution towards the Landlord's reasonable legal costs which are estimated to be £800 plus VAT.  Should matters become protracted then the Landlord reserves the right to charge additional fees as appropriate.
<b>39. Conditions</b>	Subject to contract and completion of formally executed legal documentation Subject to First Greater Western Limited approval Subject to Superior Landlord Approval Subject to DfT Approval

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 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.