



## CORNWALL COUNCIL STANDARD HEADS OF TERMS

SUBJECT TO CONTRACT

4<sup>th</sup> May 2023

Our Ref: 18065/ 17215

<b>PROPERTY:</b>	Maurice Huggins Tea Room and Victoria Gardens, Callington Road, Saltash, PL12 6LA as indicated edged red on the attached plan and for the avoidance of doubt the demise will include the retaining boundary walls.
<b>INTENTION:</b>	New lease to be drafted by Cornwall Council Legal Services.
<b>LANDLORD'S CONSENT</b>	Please note that where Landlord's Consent is required under the terms of your lease this is <b>IN ADDITION</b> to other consents such as licencing and planning consent which may also be needed, albeit that these other consents may also be required from Cornwall Council as the local authority. Cornwall Council has various statutory functions; for example, the Council's role as planning authority is entirely distinct from in its capacity as a landowner.
<b>LANDLORD:</b>	Cornwall Council New County Hall Treyew Road Truro TR1 3AY
<b>LANDLORD'S SOLICITOR:</b>	Legal Services Cornwall Council New County Hall Treyew Road Truro TR1 3AY  FAO: TBC



<b>LANDLORD'S SURVEYOR:</b>	Cornwall Council Estates Delivery Chy Trevail Beacon Technology Park Bodmin PL31 2FR FAO: Jo Keene Tel: 07955 434 474 Email: <a href="mailto:Jo.Keene@cornwall.gov.uk">Jo.Keene@cornwall.gov.uk</a>
<b>TENANT:</b>	Saltash Town Council The Guildhall 12 Lower Fore Street Saltash PL12 6JX  FAO: Sinead Burrows Tel: 01752 844846 Email: <a href="mailto:sinead.burrows@saltash.gov.uk">sinead.burrows@saltash.gov.uk</a>
<b>RENT:</b>	One peppercorn payable annually in advance if demanded.  Cornwall Council Legal Services will collect the rent due on completion of the Lease.
<b>RENT REVIEW:</b>	None
<b>VAT</b>	All figures stated are exclusive of VAT, if applicable.
<b>INSURANCE:</b>	The Tenant is responsible for their own buildings and contents, employer's and public liability insurance (the latter up to a minimum of £5 million, and provide proof of the policy to the council within 14 days of the request).
<b>OTHER CHARGES:</b>	The Tenant is responsible for Business Rates, utilities and any other applicable charges.
<b>TERM COMMENCEMENT DATE:</b>	The Landlord is aware that the tenant is in occupation of the Tea Rooms and has been for some time <b>under an implied tenancy at will</b> . The Landlord proposes the term commencement date as <del>1<sup>st</sup> June 2021</del> on <b>completion of the lease</b> .



<b>LEASE TERM:</b>	<b>Five years.</b> <del>subject to a Break Clause as set out below</del>
<b>BREAK CLAUSE:</b>	<b>None.</b> <del>Either party may terminate the Lease at any time during the Lease Term by serving upon the other party not less than three months' notice in writing.</del>  In the event that the property is devolved freehold to the Tenant the lease shall terminate immediately.
<b>USE:</b>	The property is currently used as a community hub/ community day centre with surrounding amenity gardens/ parkland.  The Tenant must seek the Landlord's prior written consent to any proposed change of use.
<b>REPAIR:</b>	The Tenant shall be responsible for maintaining and repairing the interior and exterior of the Maurice Huggins Tea Room and for maintaining the landscaping, grounds and boundaries of Victoria Gardens, including the Grade II Listed monument which shall not be altered, the walls and railings and any gates, all planted areas, trees, shrubs and grassed areas and any rubbish bins therein.
<b>DECORATIONS:</b>	The Tenant is to keep the premises in a clean and tidy condition. The Tea Rooms are to be painted externally every 5 years and internally every 3 years. The park railings are to be painted when required but at least once in 5 years.
<b>GRANT:</b>	On completion of the lease, the Landlord will provide to the Tenant a grant in the sum of £5,000 to take account of works and repainting of the railings.
<b>ALIENATION:</b>	The Tenant shall not assign the whole or any part of the Property and similarly shall not sub-let or share the whole or any part of the Property except that the Tenant may allow Community interest groups to use the property on the basis that no formal Landlord and Tenant relationship is created.  Public access to Victoria Gardens will be maintained.



<p><b>ALTERATIONS:</b></p>	<p>Within the Maurice Huggins Tea Rooms, internal non-structural alterations or additions are permitted, without the Landlord's prior written consent. External alterations are permitted, subject to seeking the Landlord's prior written consent.</p> <p>With regard to Victoria Gardens, no alterations will be permitted unless this is in line with maintaining the Gardens as a Public open space, eg. Relocation of park furniture, replacement of existing benches with like for like replacements, replanting landscaping, relocating bins, etc...</p> <p>At the end of the Term the tenant must remove and reinstate any alterations, advertisements and fixtures and fittings and make good any damage caused if required so to do by the Landlord.</p>
<p><b>YIELD UP:</b></p>	<p>At the end of the Term (howsoever determined) the Tenant will Yield Up the Property in accordance with the repairing, cleaning and decoration obligations of the Lease.</p> <p>The Landlord may remove, store and if not collected within 10 days, may sell or otherwise dispose of any furniture or goods which the Tenant fails to remove from the Property at the end of the tenancy. The Tenant shall be responsible for all reasonable costs which the Landlord may incur. The Landlord shall be entitled to deduct such costs from any monies lawfully due to the Tenant.</p>
<p><b>SECURITY OF TENURE:</b></p>	<p>The Lease shall be contracted outside of the security of tenure provisions contained in S.24 to S.28 of the Landlord &amp; Tenant Act 1954.</p>
<p><b>LEASE PLAN:</b></p>	<p>Lease Plan attached.</p> <p>The Property demised to the Tenant is shown edged in red on the Lease Plan.</p>
<p><b>SIGNAGE:</b></p>	<p>The Tenant will be granted the right to erect and alter the Tenant's signage on the Property, subject to Landlord's consent and subject to obtaining any necessary statutory consents.</p>



<b>OTHER TERMS:</b>	<p>The Landlord reserves its right to ask for sight of any insurance certificates and evidence of adherence to legislation (for example: Fire Risk Assessment) and guidance for any of the Tenant's uses. The Tenant must provide a copy of the requested documentation within 14 days of the request made.</p> <p>The Tenant shall comply with all statutory requirements including planning legislation and Health &amp; Safety requirements.</p>
<b>COSTS:</b>	Each to bear their own costs.
<b>CONDITIONS:</b>	<p>Subject to:</p> <ol style="list-style-type: none"> <li>1) Landlord's Formal Approval</li> </ol>