

**Heads of Terms – Embsay Car Park
Lease to Embsay Parish Council
Subject to Contract**

1. Term	25 years
2. Start Date	1 st April 2017
3. Expiry Date	25 years following the start date (see 24)
4. Length of Notice to determine (periodic tenancy only)	N/A
5. Demise	The land that is known as Embsay Car Park, as noted on the attached plan
6. Plan – 6 copies	Plans attached
7. Title matters (eg covenants, easements known to be exercisable over/binding the property)	Restriction on use as car park only. Right of access over the land to access the fields at the rear and deal with any boundary maintenance issues.
8. Use	Use: Car Parking The use of the land is restricted to its existing use. The council's permission must be sought for any proposed application for change of use or alternate activities. There will be a prohibition of any development of the land during the lease term. CDC will continue to operate big bins collections (recycling and so forth).
9. Rent	£25 per annum, payable on the start date of the lease and every anniversary thereafter.
10. Rent Payable	Annually on the anniversary of the lease start date
11. Rent Payment Method	Cheque by post on invoice (by Email)
12. Rent Review Period	This is to be a rent reviewed every 5 years
13. Rent review Basis	The greater of RPI or 5%
14. VAT	No

15. Rates	Payable by Tenant (N12203750360) 2017 draft RV =1950 Estimated Charge £868 (less transitional relief)
16. Rights Reserved by the Council	None
17. New Rights Granted	To allow the council access over the car park to any land that remains in the under-CDC ownership that adjoins the site.
18. Repairs & Maintenance	The tenant will be responsible for: <ul style="list-style-type: none"> • The maintenance of the car park, boundaries and lineage. • Provision of any health and safety, usage and restriction signage. • Managing the usage
19 Decorations	The car park and boundaries are to be kept well maintained. Agreement to alterations not to be unreasonably withheld.
20. Alterations	Only with the landlord's prior consent
21. Alienation (assignment/underletting in whole or part)	Absolute prohibition on assignment of part, underletting and charging of the whole or part. Assignment of whole permitted with prior Landlord consent provided that no rent or other monies is outstanding and that in the Landlord's opinion that the Assignee can continue to comply with all the Tenant's covenants plus AGA or any other reasonable conditions.
22. Late Payment	If not paid within 14 days of the due date (whether or not demanded) interest will be payable at 3% above Lloyds plc base rate until paid (see finance for advice)
23. Insurance	The tenants responsible for payment of the insurance. This will be paid by the landlord and recovered from the tenant. Estimated £100
24. Insurance Basis	Public Liability
25. Break Clause	In favour of the Parish Council in Years 5, 10, 15 and 20. Prior notice in writing of 3 months required. All rents must be up to date.
26. Conditions	The lease to be contracted out of the Landlord &

	Tenant Act 1954;
27. Services to be provided by the Council and basis of recharge	N/A
28. Service Charge Payable	N/A
29. Other Terms	<p>Tenant to be responsible for all costs related to the car park. These include (and are not limited to):</p> <p>Surface Water Charges (If applicable) Management and maintenance of car park surfaces Business Rates</p> <p>CDC will also need to change their parking places order to reflect the letting and removal of responsibility to monitor and maintain.</p> <p>No parking fees can be charged.</p> <p>CDC will continue to operate big bins collections (recycling and so forth).</p>
30. Legal Costs	£400
31. Surveyors Costs	None
Rent Deposit Deed:	
1. Deposit	None
2. Increase in deposit	None
3. Interest	N/a