

**Proposed Draft Heads of Terms
Lease of the Tithe Barn Landbeach to Tithe Barn Trust**

1. LANDLORD

South Cambridgeshire District Council

2. TENANT

Tithe Barn Trust

Country of incorporation/registration:

Charity/Company number

Registered office address:

3. PROPERTY

3.1 Land on the north side of Waterbeach Road Landbeach together with the Tithe Barn shown edged red on the attached plan.

3.2 The tenant will have the benefit of a right of way over the designated driveway from the public highway over the former rectory for the sole and exclusive purpose of repair and maintenance of the Tithe Barn

3.3 The tenant will be granted a right of way in the Lease over the accessway leading from the Tithe Barn to and from the public highway (to the extent that this right can be granted by the Council).

4. TERM

4.1 The lease will be for a term of 25 years beginning on the date of the lease.

4.2 The lease will exclude the security of tenure provisions of Part II of the Landlord and Tenant Act 1954 (i.e. no automatic right to a renewal of the lease)

4.3 There will be a right to terminate the Lease by either party within the 25 year term – parties to discuss specific details of the break clause i.e. when and how often can the break be exercised and upon what terms e.g. specific reasons or generally and how much notice to be served.

5. RENT AND OUTGOINGS

5.1 Nil rent.

5.2 The tenant must also pay all other outgoings including any VAT in connection with the property.

6. INSURANCE

6.1 The Tenant will insure the property.

7. USE

7.1 The Tenant is to restore and maintain the Tithe Barn for use for community purposes and the advancement of education and interest in the history of the area – wording to be discussed/agreed

8. ASSIGNMENTS AND UNDERLEASES

8.1 The tenant cannot assign the lease (on the basis that it is a lease for nil rent/no premium and also there will be a right to terminate the lease earlier if needed).

8.2 The tenant cannot underlet the whole or any part of the property

8.3 The tenant cannot share occupation of the property

save that the tenant may grant short term licences to third parties to use the Tithe Barn for events provided that no tenancy is created and provided that the use complies with the permitted use

8.4 Any restrictions on the type of use/activities that the tenant may hire out the Tithe Barn for – private/commercial/profit or non profit making?

9. REPAIR

9.1 The lease will be a full repairing lease with the tenant responsible for all repairs

10. ALTERATIONS

- 10.1 The tenant cannot make any alterations to the property without the Landlord's consent (as landowner) as a separate consent from obtaining planning permission/building regulation approval.
- 10.2 The tenant cannot put up any signs on the outside of the property or that would be visible from the outside of the property without the consent of the Landlord

11. INITIAL REPAIR WORKS

- 11.1 The tenant must carry out restoration repair and maintenance works to restore the Tithe Barn in accordance with the following phases:-

Phase 1 - the necessary repairs to the thatch and fabric of the barn within [] months of the commencement date of the lease

Phase 2 - ?

All in accordance with the drawings and specifications showing the proposed works to be agreed between the parties and attached to the Lease.

- 11.2 The tenant's works will be paid for by the tenant and carried out as an obligation to the Landlord

OR

The landlord will make a contribution of £[AMOUNT] (exclusive of VAT) to the cost of the tenant's works

AND/OR

12. LANDLORD'S WORKS

The landlord will carry out the following works to the property prior to the grant of the lease: [DETAILS OF ANY LANDLORD'S WORKS].]

13. COSTS

Each party is responsible for its own legal costs in connection with this transaction.