

# **Heads of Terms for Lease**

relating to

Part of the former Police  
Station and Guildhall  
Guildhall Square, Tavistock,  
PL19 0AU

Dated

Tavistock Town Council (1)

The Tavistock Heritage Trust (2)

## **1 PARTIES**

**Landlord:** Tavistock Town Council of Council Offices, Drake Road, Tavistock, Devon, PL19 0AU

**Landlord's Solicitors:** Foot Anstey LLP, Senate Court, Southernhay Gardens, Exeter, EX1 1NT

**Tenant:** The Tavistock Heritage Trust (company number 10607931) of Redwoods, 2 Clyst Works, Clyst Road, Topsham, Exeter, Devon, EX3 0DB

**Tenant's Solicitors:**

## **2 PREMISES**

- 2.1 The land and buildings comprising part of the former Police Station, the Trowtes House and the Guildhall edged in red on the attached Plan 1 at Guildhall Square, Tavistock, PL19 0AU, the former Fire Station, ground floor of the Trowtes House and Guildhall (the former Magistrates' Court), the courtyard to the rear (Market Road) side of the Guildhall, and at first floor level the Former Courtroom and Magistrates' robing room, and certain fixed equipment to be specified in the lease. **[Definition of Premises and Sch 1]**

## **3 TERM**

- 3.1 25 years

## **4 RENT**

The Rent shall comprise:

- 4.1 Basic Rent of one Peppercorn; and
- 4.2 Any Rent determined under the accompanying funding agreement between the parties up to an agreed Threshold

## **5 SECURITY OF TENURE**

- 5.1 The security of tenure provisions of Part II of the Landlord and Tenant Act 1954 will be excluded.

## **6 SERVICES AND SERVICE CHARGE**

- 6.1 The Landlord will be responsible for the maintenance and repair of the Premises and the fixed equipment.
- 6.2 The Tenant will pay an agreed percentage of the Landlord's costs for the services in accordance with the funding agreement.

## **7 INSURANCE**

- 7.1 The Landlord will insure the Premises against such risks as it considers appropriate, and the Tenant will refund a fair proportion of the costs of insurance to the Landlord provided it has income above the Threshold for the following year.
- 7.2 The Tenant must obtain its own public and employee liability insurance.

**8 USE**

8.1 The Tenant can only use the Premises in accordance with a programme of use to be agreed annually between the parties and the conditions of the Heritage Lottery Fund grant;

8.2 The Landlord shall reserve the right to pass and repass at all times over the Premises to access its retained premises for all purposes.

**9 ALIENATION**

9.1 The Tenant cannot assign, sublet or otherwise share occupation of the Premises.

**10 ALTERATIONS**

10.1 The Tenant cannot make any alterations to the property.

**11 TERMINATION**

11.1 Either party may terminate the lease with immediate effect by written notice if the other party:

- (a) Breaches a material term and fails to remedy that breach within 15 working days or such other time as may be agreed, or commits a series of persistent minor breaches which amount to a material breach when taken together

**12 COSTS**

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

**13 CONDITIONS**

13.1 These terms are subject to contract.

We agree to enter into a Lease on the above terms.

**Landlord:**

Signed.....

Signed.....

Dated.....

**Tenant:**

Signed.....

Signed.....

Dated.....