**HEADS OF TERMS FOR LEASE**

Date:

|  |  |
| --- | --- |
| **Property address** | Edenbrook Country Park and/or Bramshot Farm Country Park, as referenced by plans edged red. |
| **Landlord** | Hart District Council  Civic Offices  Harlington Way  Fleet GU51 4AE |
| **Tenant – Full Name and Address of owner/trustee (at least 2) who will sign the lease** | TBA |
| **Premises** | Hart District Council will provide the tenant with a concession-style property (details to be agreed with successful tenderer) with toilet and outside picnic furniture facilities. |
| **Initial Rent** | To be agreed with successful tenderer, but it is envisaged that a fixed concession fee will be agreed. |
| **Lease term** | 2 years from the start date of the concession occupation/operation |
| **Break clauses ( if applicable include notice periods )** | Hart DC will have to the right the break with 3 months written notice should the tenant fail to comply with the terms of the lease and concession agreement i.e. if the tenant fails to open/trade for a length of time (to be defined). The tenant will have the right to break with 3 months written notice under certain circumstances such as business failure |
| **Security of tenure** | Contracted out of the Security of Tenure of the Landlord and Tenant Act 1954, sections 24-28. |
| **Rights granted** | The tenant will have to right of access through defined routes over the Country Park. The tenant will have the use of a parking space |
| **Rights reserved** | Hart DC will have the right to move the tenant’s parking space if required for an event |
| **Rent reviews** | N/A |
| **Assignment and subletting** | 1. Assignment is prohibited. 2. Subletting is prohibited |
| **Repairing obligations** | Tenant to be responsible for keeping the concession property in good repair and condition, fair wear and tear accepted. The condition of the property at the commencement of the agreement will be evidenced by a schedule of condition and appended to the lease |
| **Alterations** | Permitted with the prior written consent of the Council. Structural alterations prohibited |
| **Permitted use** | For the provision and sale of hot and cold food and beverages, including takeaway service. |
| **Insurance** | Hart DC to insure the structure |
| **Rates and utilities** | Tenant to be responsible |
| **VAT** | Subject to confirmation |
| **Other terms** | The tenant is to hand the property back at the end of the lease in no worse condition as evidenced by the schedule of condition (fair wear and tear accepted) |
| **Legal costs** | Tenant to bear the legal costs of Hart DC and also their own. |
| **Timing and other matters** | It is envisaged that the concession will be operational by September 2022. |
| **Landlord’s solicitors** | **Shared Legal Services**  Basingstoke and Deane Borough Council  and Hart District Council  Tel (Direct): 01256 845170  Fax: 01256 845200.  FAO of Maria Bundy |
| **Landlord’s Agent ( if applicable )** | N/A |
| **Tenant’s solicitors** | TBA |
| **Tenant’s Agent ( if applicable )** |  |
| **Tenant’s Principal Contact – include Name, Address, Position, Telephone Number and Email address** |  |