

Heads of Terms

Subject to Contract



Property name:	Harbour Road Car Park
Property address:	Seaton Jurassic Car Park Seaton EX12 2LX
Case Reference	20/0204/LOUTNM
Landlord	East Devon District Council
Landlord address	Blackdown House Border Road Heathpark Industrial Estate Honiton EX14 1EJ
Contact	Alison Hayward Property Services
Email	ahayward@eastdevon.gov.uk
Telephone	01395 571738
Tenant Details	
Name	Devon Wildlife Trust
Trading as	
Address	Cricklepit Mill, Commercial Rad, Exeter, Devon, EX2 4AB
Contact Name	Richard Drysdale, or Harry Barton
Email	rdrysdale@devonwildlifetrust.org hbarton@devonwildlifetrust.org
Telephone	01392279244
Mobile	Richard – mobile: 07905 440562 office: 01297 300390
Guarantor (if any)	
Name	
Rent	
	£0.00 per annum excl VAT
	£ 0 VAT
Rent free/half rent period	
	N/A
Landlord's initial works	
	None. Property to be let as seen
Tenant's initial works	

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As set out in the Schedule of Works proposed by DWT, to be agreed with EDDC, and attached to the Lease.
Deposit n/a
Premium £0.00
Lease length To be co-terminus with the main lease of Seaton Jurassic which was for 35 years from 23 March 2016.
Break clause The lease can be terminated by either party on the same basis as the existing Lease and Trading Agreement. That is: <ul style="list-style-type: none">• Material breach of this agreement and the confidentiality obligations. DWT shall be entitled to terminate this agreement if the Annual Operating profit is a negative figure in any three Trading periods out of any 5 consecutive Trading Periods which aggregated exceeds £10,000.
1954 Act protection None. (Same as the main SJ lease)
Rent review frequency No Review
Basis of Review n/a
Assignment and subletting Subject to the landlords consent, the tenant may assign the whole of this lease simultaneously with the Phase 1 lease to another not for profit organisation with objects similar to those of DWT.
Services and service charge Tenant To pay a fair proportion of the cost of repair and maintenance of any Service media.
Repairing obligations Tenant To be responsible for keeping the property clean and tidy and shall make good any damage caused to the Property as a result of tenant actions. To keep the tenant's works in good repair and condition. Tenant To be responsible for repair and maintenance of any boundary walls, hedges and fences as installed by the tenant.
Decorating obligations

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<p>Tenant</p> <p>Responsible for the external maintenance of the premises.</p> <p>Tenant</p> <p>Responsible for the internal maintenance of the premises.</p>
<p>Schedule of condition</p> <p>n/a</p>
<p>Alterations</p> <p>A Schedule of the works that DWT propose to undertake will be agreed with EDDC and attached to the lease.</p>
<p>Permitted use</p> <p>Outdoor landscaped gardens, interpretive play and recreational space for visitors to Seaton Jurassic. or any other such use which falls under Planning Use Class D2 Assembly and Leisure.</p>
<p>Building/Premises Insurance</p> <p>To pay to the landlord the cost of the annual insurance premium if required.</p>
<p>Contents Insurance</p> <p>Tenant responsible for purchasing their own appropriate level of contents insurance.</p>
<p>Dilapidations</p> <p>Return the part of the site (that is currently car park spaces as hatched red within Site A) to a tarmac surface with white lines to mark out the car parking spaces.</p>
<p>Indemnity</p> <p>The Tenant shall keep the Landlord indemnified against all liabilities, expenses, costs (including but not limited to any solicitors' or other professionals' costs and expenses), claims, damages and losses (including but not limited to any diminution in the value of the Landlord's interest in the Property and loss of amenity of the Property) suffered or incurred by the Landlord arising out of or in connection with any breach of any tenant covenants in this lease, or any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person on the Property with the actual or implied authority of any of them.</p>
<p>Utilities</p> <p>Tenant</p> <p>To pay the cost of all utilities supplied to the premises if applicable.</p>
<p>Other Conditions</p> <p>The terms of the lease should be consistent with the main lease to DWT for Seaton Jurassic entered into on 23 March 2016.</p> <p>The tenant may share occupation of the property with any company that is a member of the same group provided that no relationship of landlord and tenant is created.</p>

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The tenant is to be responsible for ensuring all statutory consents including planning are complied with.
Tenant not to do anything which would cause nuisance or annoyance to owners, tenants or occupiers of adjoining property.
The Landlord has not carried out any title investigation or due diligence and gives no warranty that other provisions may be required once investigated.

Legal costs

To be covered by each party

Surveyor's costs

To be covered by each party

Landlord's solicitors

Legal Services
East Devon District Council
Blackdown House
Border Road
Heathpark Industrial Estate
Honiton
EX14 1EJ

Tenant's solicitors

Tozers

Broadwalk House
Southernhay West
Exeter
EX1 1UA

01392 207020

Vernon Clarke,

01392 667672 07725 244266

Timing and other matters

It is anticipated that the lease will be completed within 8 weeks of the receipt of these signed heads of terms.

NO CONTRACT

These Heads of Terms are Subject to Contract

If you would like to proceed on the terms set out in this document, please sign below:

_____ Date _____

Name in block capitals _____