



Property Services

West Berkshire District Council
Council Offices
Market Street Newbury
Berkshire RG14 5LD
DX 30825 Newbury

Our Ref:

Your Ref:

Please ask for: Martin Syrett

Direct Line: 01635 519833

Fax:

e-mail: martin.syrett1@westberks.gov.uk

1st October 2021

Dear Lynn

FROM: WEST BERKSHIRE DISTRICT COUNCIL (hereinafter referred to as "the Council")

TO: STRATFIELD MORTIMER PARISH COUNCIL (hereinafter referred to as "the Tenant")

The Council intends to grant Stratfield Mortimer Parish Council a lease on the following heads of terms. These heads of terms are not intended to create any legally binding obligations. They are subject to contract, completion of formally executed legal documentation and if appropriate, approval of the decision making body of the Council.

- (A) These heads of terms are confidential to the intended parties to the proposed lease and to their professional advisors.
- (B) The proposed lease may contain further terms as the Council may require, including additional terms on matters that are covered in this document.

AGREED TERMS

1. LANDLORD

West Berkshire District Council of the above address.

2. TENANT

Stratfield Mortimer Parish Council

Country of incorporation/registration:

Company number

Registered office address: 27 Victoria Rd, Mortimer Common, Reading RG7 3SH

3. PROPERTY

3.1 A lean-to style conservatory as an extension to the Stratfield Mortimer Library (the Building) edged blue on the plan attached.

3.2 The tenant will have the right to use the toilets and kitchen in the Building

4. TERM

4.1 The lease will be for a term of 3 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.

4.3 The Council will have the right to determine the lease at any time during the term on giving not less than 6 months notice.

5. RENT AND RENT REVIEW

5.1 The rent will be £3,500p.a exclusive of VAT, rates, service charges, insurance premiums and all other outgoings.

5.2 In addition to rent, the tenant must also pay VAT (including any VAT on the rent), rates, service charges, insurance premiums and all other outgoings.

5.3 There will be no rent-free period.

6. INSURANCE

6.1 The landlord will insure the Building including the property.

7. USE

7.1 The property can only be used as a general office for activities associated with a parish council.

8. ASSIGNMENTS AND UNDERLEASES

8.1 The tenant cannot assign, underlet in whole or in part or share occupation of whole or part.

9. REPAIR

- 9.1 The tenant will keep the Premises (including any electric heating apparatus) in good and tenable repair and in good decorative condition.
- 9.2 To clean the inside of all windows at least once a month.

10. ALTERATIONS

- 10.1 The tenant cannot make any alterations to the property.
- 10.2 The tenant shall not make any alteration to the services.
- 10.3 The tenant may not put up any signs on the outside of the property or that would be visible from the outside of the property except the name of the tenant and the nature of its trade may be displayed on the main doors of the premises in such form as the Council has previously approved.

11. LANDLORD'S WORKS

- 11.1 The property will be let as seen.

12. COSTS

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

13. CONVEYANCERS

- 13.1 The landlord's conveyancer is Legal Services, West Berkshire District Council for the attention of Sarah House.
- 13.2 The tenant's conveyancer is [NAME AND ADDRESS], for the attention of [NAME].

Signed by . . .

For and on behalf of WEST BERKSHIRE DISTRICT COUNCIL

Signed by . . .

For and on behalf of [TENANT COMPANY]

Signed by . . .

For and on behalf of [GUARANTOR COMPANY]