

HEADS OF TERMS FOR LEASE 21.11.2018

1	Landlord	Scarborough Borough Council The Town Hall St Nicholas Street Scarborough YO11 2HG
2	Tenant	The Trustees of the Bradley Lowery Foundation Registered Charity No: 1174333
3	Property	Land at Burniston Road Scarborough YO13 0DA (as shown edged red on the attached plan)
4	Term	150 years from a date to be agreed.
5	Rent	£1 per annum (if demanded).
6	Rights Granted and Reserved	Rights Granted to Tenant: <ul style="list-style-type: none"> • Vehicular and pedestrian rights of access over the un-adopted access road running from Burniston Road to the Property subject to a reasonable contribution towards maintenance Rights Reserved to Landlord: <ul style="list-style-type: none"> • Rights to run services through the Property for the benefit of the Landlord's adjoining retained land and rights of access for maintenance of services • Rights of light and support for the benefit of the Landlord's adjoining retained land
7	Permitted Use	The construction and operation of a holiday home for children with life threatening illnesses and their families in accordance with planning permission
6	Insurance	The Tenant shall ensure that all necessary insurance policies are in place to cover the construction period and shall insure the Property and its use against all risks reasonably required by the Landlord. The Tenant shall provide the Landlord with evidence of insurance on demand
8	Planning	This lease is subject to the receipt of planning consent for the development.
9	Repairs and Maintenance	The tenant is to be responsible for all repairs and maintenance of the Property including all boundary walls and fences. This is to include any landscaping, pruning of trees, and the removal of litter, and the external appearance of the Property is to be maintained to the Landlord's reasonable satisfaction.
10	Rates, Taxes and all other outgoings	To be paid by the tenant.
11	Break provisions	Landlord able to break the Lease on 6 months' notice in the event that:- <ul style="list-style-type: none"> • Practical Completion of the holiday home is not achieved within three years of the date of planning consent • Following construction, the Property is not used for the Permitted Use

		<p>for a period of one calendar year</p> <p>Tenant able to break the Lease on 6 months' notice in the event that:-</p> <ul style="list-style-type: none"> • The Tenant ceases to use the Property for the Permitted Use <p>In the event of the Lease being determined, whether by virtue of the exercise of the break provisions by either party, or through the exercise of forfeiture provisions by the Landlord, the Property together with all erections built upon it shall revert to the ownership of the Landlord, with no financial recompense to the Tenant in respect of the building.</p>
12	Alienation	<p>The Tenant will not be permitted to sublet, charge, transfer or part with possession of the Property.</p> <p>The Tenant will be permitted to assign the residue of the Lease with the Landlord's prior consent, where such assignment is to a charity with objects similar to, or which include objects similar to, those of the Bradley Lowery Foundation at the date of the Lease, and where such charity will carry on the use of the building to be constructed on the site for the Permitted Use.</p> <p>The Council shall be entitled to receive evidence of the incorporation and objects of any such successor charity prior to providing consent to assign.</p>
13	Charities Act provisions	The Lease shall contain a statement that complies with section 122(8) of the Charities Act 2011
14	Conditions	<ul style="list-style-type: none"> • Subject to Contract • Subject to Planning Consent
15	Costs	Each party to bear its own legal costs.
16	Signature	<p>.....</p> <p>.....</p> <p style="text-align: center;">On behalf of The Bradley Lowery Foundation</p> <p>Dated:.....</p> <p>.....</p>