

HEADS OF TERMS

FOREDOWN TOWER, PORTSLADE

SUBJECT TO CONTRACT & WITHOUT PREJUDICE

1. Landlord: Brighton & Hove City Council
Tenant: Hove & Adur Sea Cadet Unit [*Precise tenant entity taking the lease to be advised*]
2. Property to be leased

All that property known as Foredown Tower Countryside Centre Foredown Road Portslade BN41 2EW
3. Term

25 years commencing on [*provisionally the date of the lease*]
The lease will benefit from security of tenure under Sections 24-28 of Part II of the Landlord and Tenant Act 1954, and the tenant will have the contractual right to renew the lease at the end of the term on substantially similar terms.

Tenant break option exercisable by giving not less than 6 months' notice on each 5th anniversary of the start of the Term.
4. Rent

One peppercorn per annum if demanded.
5. Outgoings

The tenant is responsible for the payment of all outgoing.
6. Repairs

The tenant shall keep the property in no worse condition than as shown in a schedule of condition to be agreed between the landlord and the tenant.

In addition, the tenant will apply the funds it receives by way of income (after deduction of operating costs) from its use of the property to carry out an agreed schedule of works [to be prepared but largely based on the enclosed Condition Survey dated 12 March 2008] over the term of the lease. Once the tenant has undertaken these works, it will keep the property in a good state of repair and decorative order.

The tenant is to maintain the garden and keep the fencing in a good state of order.
7. Alterations

The tenant may:
 - without landlord's consent make internal, non-structural alterations to the property; and
 - with landlord's consent make structural or external alterations to the property, such consent not to be unreasonably withheld or delayed and not to be refused where the alterations would not adversely affect the structure of the property.

The tenant may also erect further structures (for example, a café or shop) on the external areas of the property with the landlord's consent (not to be unreasonably withheld or delayed).

The tenant may also, without landlord's consent, erect signage at the property.

8. Insurance

The landlord is to insure and the tenant to reimburse the landlord for the cost of building insurance premiums. If the tenant can achieve a better premium it may elect to insure the building itself.

The tenant is to take out public liability insurance with a minimum level of cover of £10 million pounds [*To be confirmed with the insurers*]

9. Permitted Use

Museum, education, offices, meeting place, parades, headquarters, and catering and retail purposes ancillary thereto as required by the tenant. The tenant is to obtain all necessary consents.

Absolute prohibition on the use of the property for band practice.

Additional uses or changes of use permitted with the landlord's consent (not to be unreasonably withheld or delayed).

The landlord will determine any current third party agreements giving rights to use the property except those with the Foredown Tower Astronomy Group..

10. Alienation

i) The tenant may not assign part of the property.

ii) The tenant may assign or sublet the whole of the property, or sublet part of the property, with the landlord's consent (not to be unreasonably withheld or delayed). When considering whether to grant consent the landlord is entitled to take into account whether any proposed assignment or subletting would benefit the community. If the landlord refuses to give consent on the sole ground that the proposed assignment or subletting would not benefit the community, the tenant will have an option to determine the lease.

iii) The tenant may hire out rooms for events etc. without the need for consent

iv) The tenant may share occupation / possession of the property with other areas and divisions of the Sea Cadet Corps and other nautical organisations [*list to be agreed*]

11. Costs

Each party to pay their own legal costs incurred in connection with the grant of the new lease.

12. Camera Obscura

(Subject to a suitable UK-based contractor being available) the tenant must arrange for the mirror within the camera obscura to be re-aluminised as required by a specialist contractor which will involve steplejacks removing and replacing the mirror.

The shutters are to be maintained in good working order and the glass on the roof needs to be kept clean from the inside.

The tenant is to arrange and deliver demonstrations of the camera obscura.

The tenant may also upgrade the camera obscura, and install other optical displays, webcams and similar equipment relating to the same.

14. Schools

Schools are to be allowed reasonable access to the tower at reasonable times agreed between the tenant and the schools.

15. Other Community Interest Groups

Astronomers and other community groups are to be allowed reasonable access to the tower at reasonable times agreed between the tenant and the relevant groups.

Other Terms and Conditions

As may be recommended by the Council's solicitors and the Foredown Tower Project Team.

- i) The tenant will not be responsible for any historic or pre-existing contamination at the property.
- ii) The tenant will be permitted to commercially exploit the name "Foredown Tower", and shall be entitled to hold any intellectual property rights in such name.
- iii) Subject to contract.
- iv) Subject to survey.
- v) The landlord shall indemnify the tenant against any claims brought against the tenant arising from the state of the roadway leading to the property save insofar as any such claims may be due to the negligence of the tenant
- vi) The landlord requires a right of access to the property to collect data from and to repair the environmental monitoring system.

