

[DATE]

- (A) THE GOVERNING BODY OF LONGSANDS LEARNING PARTNERHSIP intends to grant HUNTINGDONSHIRE DISTRICT 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 and completion of formally executed legal documentation.
- (B) These heads of terms are confidential to the intended parties to the proposed lease and to their professional advisors.
- (C) The proposed lease may contain further terms as THE GOVERNING BODY OF LONGSANDS LEARNING PARTNERHSIP may require, including additional terms on matters that are covered in this document.

**AGREED TERMS**

**1. LANDLORD**

THE GOVERNING BODY OF LONGSANDS LEARNING PARTNERHSIP

St Neots Community College, Barford Road, St Neots, PE19 2SH

**2. TENANT**

HUNTINGDONSHIRE DISTRICT COUNCIL

Pathfinder House, St Mary's Street, Huntingdon, PE29 3TN

**3. PROPERTY**

3.1 One Leisure St Neots, Barford Road, Eynesbury, St Neots, PE19 2SA. A plan is attached showing the property edged in red.

3.2 The tenant will have the right to shared use of the landlord's car park.

**4. TERM**

4.1 The lease will be for a term of 60 years beginning on completion of the lease.

4.2 The security of tenure provisions of Part II of the Landlord and Tenant Act 1954 will apply.

4.3 There will be no break clause.

## **5. RENT AND RENT REVIEW**

5.1 The rent will be a peppercorn, exclusive of any VAT, rates, insurance premiums and all other outgoings.

5.2 The tenant must pay any VAT, rates, insurance premiums and all other outgoings.

5.3 The tenant's contributions to the repair and maintenance of the landlord's car park will be documented separately in a Management Agreement relating to the dual use of the Property to be entered into by the landlord and tenant.

## **6. SERVICES AND SERVICE CHARGE**

6.1 There will be no service charge other than a charge for the repair and maintenance of the landlord's car park, which is to be documented separately in a Management Agreement relating to the dual use of the Property to be entered into by the landlord and tenant.

## **7. INSURANCE**

7.1 The tenant will insure the property in the joint names of the landlord and the tenant

## **8. USE**

8.1 The property can only be used as leisure centre.

8.2 The tenant can change the use of the property only with the landlord's prior written consent.

## **9. ASSIGNMENTS AND UNDERLEASES**

9.1 The tenant can only assign the lease to another public body or non profit making organisation and only with the landlord's prior written consent, which cannot be unreasonably withheld. The tenant will always be required to give an authorised guarantee agreement in respect of any assignee of the lease.

9.2 The tenant can only underlet the whole of the property to another public body or non profit making organisation and only with the landlord's prior written consent, which cannot be unreasonably withheld.

- 9.3 The tenant cannot underlet any part of the property.
- 9.4 The tenant cannot share occupation of the property with any company in the same group of companies as the tenant.

**10. REPAIR**

- 10.1 The lease will be a full repairing lease with the tenant responsible for all repairs.

**11. ALTERATIONS**

- 11.1 The tenant can make structural or external alterations to the property with the landlord's prior written consent, which cannot be unreasonably withheld.
- 11.2 The tenant can make internal alterations to the property with the landlord's prior written consent, which cannot be unreasonably withheld.
- 11.3 The tenant can put up signs on the outside of the property or that would be visible from the outside of the property with the landlord's prior written consent, which cannot be unreasonably withheld.

**12. CONDITIONS**

The parties acknowledge that there will be a Management Agreement to be entered into by the landlord and tenant following completion of this lease relating to the dual use of the Property and the associated costs.

**13. COSTS**

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

**14. SOLICITORS**

- 14.1 The landlord's solicitors are Cobbetts LLP, One Colmore Square, Birmingham, B4 6AJ DX 716703 Birmingham 43 for the attention of Ranjit Bajway.
- 14.2 The tenant's solicitors are Legal and Estates, Huntingdonshire District Council, Pathfinder House, St Mary's Street, Huntingdon, PE29 3TN for the attention of Colin Meadowcroft.

Signed by . . .  
For and on behalf of the Governing Body of Longsands Learning Partnership

Signed by . . .  
For and on behalf of Huntingdonshire District Council