

**Lambert
Smith
Hampton**

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Heads of Terms Proposal

Between

**South Kesteven District Council
Council Offices
St Peter's Hill
Grantham
Lincolnshire
NG31 8PZ**

And

**Stamford Bridge Club
Empingham Road Playing Fields
Exeter Gardens
Stamford
PE9 2RN**

Property Address

**Proposed additional parking
Empingham Field
Stamford**

Prepared by Tim J Shaw BSc (HONS) MRICS
Lambert Smith Hampton
1 Oakwood Road
Doddington Road
Lincoln
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Date: 25th April 2018
Ref: TJS/MAA/EM1951

Subject to Contract

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SECTION 1 – THE PARTIES

Landlord:

South Kesteven District Council
Council Offices
St Peter's Hill
Grantham
Lincolnshire
NG31 8PZ

For the attention of Gyles Teasdale
Senior Project Officer

Tel: 01476 406080

Tenant:

Stamford Bridge Club
Empingham Road Playing Fields
Exeter Gardens
Stamford
PE9 2RN

For the attention of
Chairman



SECTION 2 – TRANSACTION DETAILS

Property:	Land for proposed additional parking at Empingham Fields, Stamford.
Demised Premises:	Land at Empingham Fields as shown edged red on the attached plan.
Transaction:	A new Lease of the Demised Land for a term co terminus with the current Lease dated 1 st June 2011, to expire 31 st May 2036 The Lease will be within the meaning of the Landlord and Tenant Act 1954 Part II.
Rent:	An initial rental of £500 [five hundred pounds] per annum exclusive of business rates, insurance and VAT. The rent is to be paid monthly in advance on the usual quarter days.
Rent Review(s):	The rent will be reviewed to the greater of rent passing, open market value, or RPI on the 5 th , 10 th & 15 th anniversary of the Term.
Lease Commencement Date:	The Lease Commencement Date will be as soon as possible when the documentation is agreed between the Parties.
Rent Commencement Date or Incentives:	The initial rent reserved under the lease will commence on completion of the Lease.
Repair:	The Tenant to be responsible for the maintenance and repair of the entire demise.
Insurance:	Arranged, effected and paid for by the Tenant. Proof of the insurance placed by the Tenant is to be provided upon completion.
Rates and Outgoings:	The Tenant will be responsible for the payment of business rates and any other statutory outgoings as a result of its occupation of the Demised Premises.
Signage:	Conditions, consents, plans and specifications will be required for any external signage.
Alienation:	No Assignment or Sub-Letting of the whole. As an exception, occasional use by Stamford Rugby Club on an ad-hoc basis will be permitted of the car park by agreement with Stamford Bridge Club.
User Clause:	Premises are to be used as parking associated within the Bridge Club.



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Tenants Works:

The Tenants will carry out and undertake all the works associated within the creation and construction of the parking area, edged red in accordance with the drawing EMP/SBC/003.



SECTION 3 – OTHER MATTERS

Costs: Each party to be responsible for their own legal costs incurred in the transaction.

The tenant to be responsible for the other costs of SKDC in dealing with the disposal of this land under this Lease.

VAT: To Be Confirmed.

Timetable: Lease to be completed as soon as possible.



SECTION 4 - CONDITIONS

Landlord's Conditions: i) Subject to Contract.

Tenant's Conditions: i) Subject to Contract.

Confidentiality: The Parties agree that the terms of this transaction shall remain confidential between the Parties.

Notes:

- i) This Memorandum of Letting is not intended to be legally binding.
- ii) The plan attached to this Memorandum of Letting has been attached for illustrative purposes only and has not been based on the plans contained in the title deeds to the Property. Lambert Smith Hampton does not warrant the accuracy and/or correctness of the attached plan and it is recommended that the Tenant inspect the title deeds in order to obtain an accurate and correct plan of the Property.



SECTION 5 – ADVISORS

Landlord's Solicitor: South Kesteven District Council
Council Offices
St Peter's Hill
Grantham
Lincolnshire
NG31 8PZ

For Attention of Alice Clarke
Case Supervisor, Legal Services
Tel: 01476 406080
E-Mail: alice.clarke@southkesteven.gov.uk

Landlord's Agent: Lambert Smith Hampton
1 Oakwood Road
Doddington Road
Lincoln
LN6 3LH

For Attention of Tim J Shaw BSc (Hons) MRICS
Tel: 01522 814697
E-Mail: tjshaw@lsh.co.uk

Tenant's Solicitor: To be confirmed.

Tenant's Agent: Not represented.



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SECTION 6 - CIRCULATION

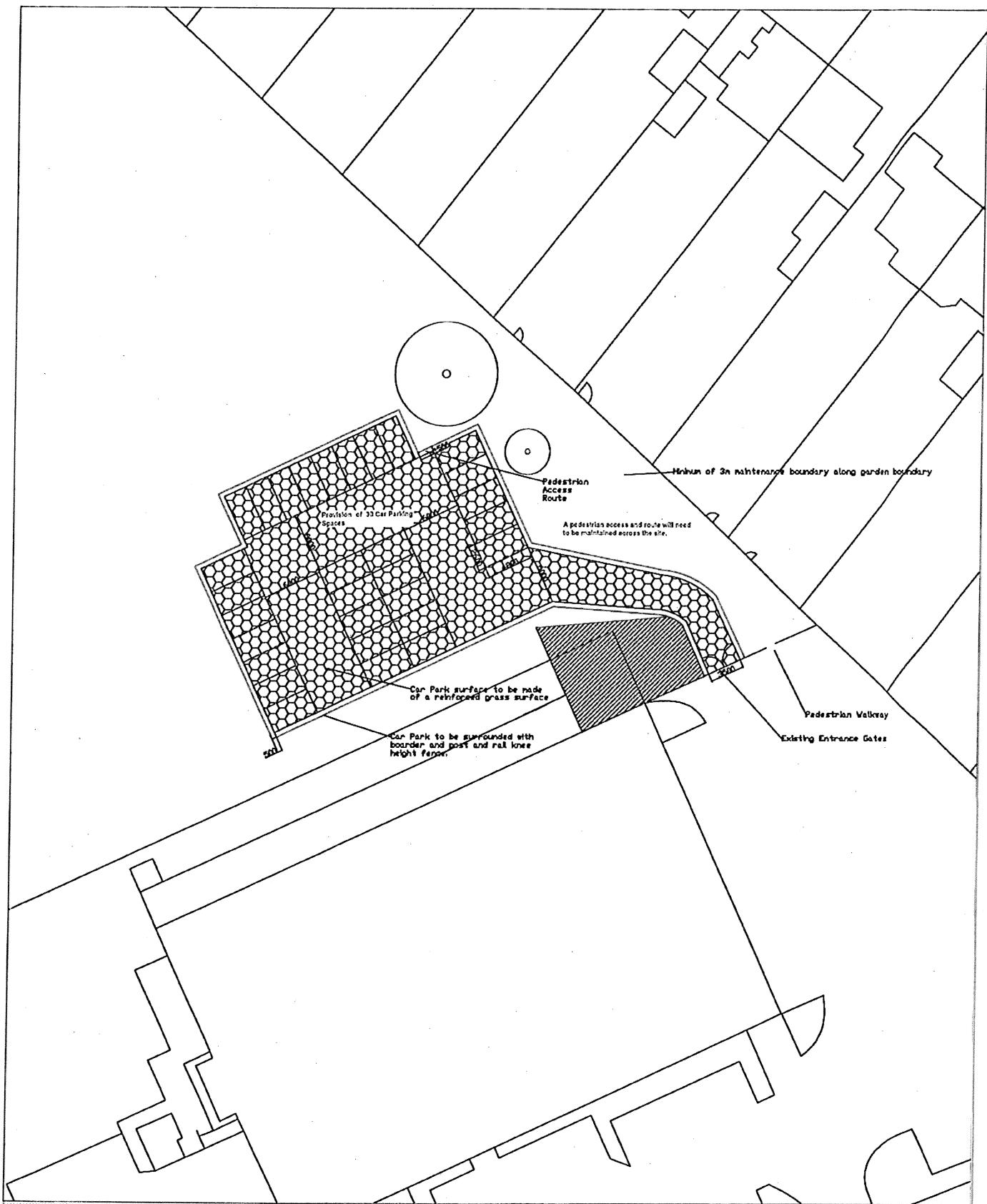
Copies to:

Landlord
Tenant
Landlord's Solicitor
Landlord's Agent
Tenant's Solicitor



Subject to Contract
Stamford Bridge Club

Heads of Terms
Date: 05/02/2018



SOUTH KESTEVEN DISTRICT COUNCIL  PROPERTY SERVICES COUNCIL OFFICES, ST. PETER'S HILL GRANTHAM, LINCS. NG31 6PZ TEL. (01476) 40 60 80 FAX. (01476) 40 60 00	Job	<u>Proposed Additional Car Parking - Empingham Field, Stamford</u>		
	Drawing Description	Proposed Car Parking		
	Date	19/12/2018	Scale	1:500 @ A4
	Drawn by	GTT	Revision	DWG. No. EMP/SBC/003