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**Heads of Terms: Access Licence**  
(WITHOUT PREJUDICE  
SUBJECT TO CONTRACT, CLIENT APPROVAL)

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1.0	<b>Property address</b>	Cyprus Road car park, Burgess Hill, West Sussex
	<b>Plan attached</b>	Yes
1.1	<b>Landlord</b>	Mid-Sussex District Council,
	<b>Tel/email:</b>	01444477451 / <a href="mailto:eloise.duffy@midsussex.gov.uk">eloise.duffy@midsussex.gov.uk</a>
	<b>Landlord's address</b>	Oaklands Road, Haywards Heath RH16 1SS Contact name: Eloise Duffy
1.2	<b>Landlords solicitor</b>	MSDC Legal Services
	<b>Address</b>	MSDC, Oaklands Road, Haywards Heath RH16 1SS
1.3	<b>Tenant</b>	Burgess Hill Town Council
	<b>Tel/email:</b>	01444 247726 or <a href="mailto:steve@burgesshill.gov.uk">steve@burgesshill.gov.uk</a> / <a href="mailto:council@burgesshill.gov.uk">council@burgesshill.gov.uk</a>
	<b>Tenant's address</b>	96 Church Walk, Burgess Hill, West Sussex, RH15 9AS  Correspondence address: As above Contact name: Steve Cridland
1.4	<b>Tenant solicitor / agent</b>	TBC
	<b>Tel/email:</b>	Meanwhile, all correspondence should be sent to Steve Cridland in the first instance.
	<b>Address</b>	As above
2.0	<b>Type of agreement</b>	Access Licence
3.0	<b>Term start Date</b>	From completion of the Licence
	<b>Length of lease</b>	10 year term
4.0	<b>Licence fee</b>	£0 nil
5.0	<b>Break clauses</b>	Licence is subject to determination providing 3 months prior written notice and if at any time the Cyprus Road car park or part of it is to be developed on.
6.0	<b>Landlord's initial works (including timing)</b>	None
6.1	<b>Tenant's initial works (including timing)</b>	N/A

7.0	<b>General Rights</b>	N/A			
8.0	<b>Assignment and subletting</b> See check box >		<b>Prohibited</b>	<b>If not prohibited is CNUW</b>	<b>Permitted without consent</b>
		Assignment of whole	Yes		
		Sub-Lease whole	Yes		
		Group sharing	Yes		
		Charging	Yes		
CNUW = Consent not to be unreasonably withheld.					
9.0	<b>Repairing obligations</b>	Licensee to maintain and keep in good repair the access, area edged red on the attached plan.			
	<b>Decoration obligations</b>	To keep clean and clear at all times.			
10.0	<b>FRI and schedule of condition</b>	FRI Fully Repairing and insuring if necessary Photographic schedule of condition attached			
11.0	<b>Services and service charge</b>	N/A			
	<b>Amount/proportion %</b>				
12.0	<b>Alterations and use</b>	N/A			
12.1	<b>Alterations</b>		<b>Prohibited</b>	<b>If not prohibited is CNUW</b>	<b>Permitted without consent</b>
		External	Yes		
		External structural	Yes		
		Internal structural	N/A		
		Internal non structural	N/A		
13.0	<b>Permitted use Planning (Use Classes)</b> <b>Hours of operation/days?</b>	Access and manage third party access.			
14.0	<b>Insurance</b>	Licensee to insure against and indemnify the licensor against all claims and costs and to provide relevant documents upon completion of the lease upon request.			
14.1	<b>Business Rates and utilities</b>	Licensee is responsible.  None found however, any existing and future outgoings is the responsibility of the tenant.  Tenant to also check whether outgoings and how much with Local Authority and utility providers.			
14.2	<b>Landlord's costs</b>	The Surveyor's Fees £0  The Legal Fees £0			

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15.0	<b>Compliance</b>	The Licensee shall comply with all laws relating to the property and the occupation and use of the property.
16.0	<b>Timing and other matters</b>	The granting of the Licence will be subject to delegated authority approval.
17.0	<b>Any Other Matters</b>	<p>The main user of the access will be The Burgess Hill Town Council and they are to manage third party rights to be named on the lease:</p> <ul style="list-style-type: none"><li>• Dancewear by G. Lois, 16 Cyprus Road, Burgess Hill, RH15 8DX</li><li>• Cyprus Hall Community Association, Cyprus Rd, Burgess Hill, RH15 8DX</li><li>• The Royal British Legion, Cyprus Road, Burgess Hill, RH15 8DX</li><li>• Mid Sussex Conservative Club, Cyprus Road, Burgess Hill, RH15 8DX</li><li>• Prismatic Solutions Ltd , The Print Works, 34 Cyprus Rd, Burgess Hill, RH15 8DX</li><li>• Tarra J Garson, 14 Cyprus Road, Burgess Hill, RH15 8DX</li></ul>

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**SUBJECT TO CONTRACT & CLIENT APPROVAL**

These 'Heads of Terms' are intended to be statements of principle only and should not be construed as legally binding until formal agreements have been agreed and entered into by both parties.

Please sign below to confirm your approval to the Heads of Terms

Signature \_\_\_\_\_

Print name \_\_\_\_\_

Date \_\_\_\_\_