
Heads of Terms: Licence
(SUBJECT TO CONTRACT, CLIENT APPROVAL)

1.1	Property address	Cyprus Road Service Road, Burgess Hill RH15 8DX
	Plan attached	Yes
1.2	Licensor	Mid Sussex District Council,
	Tel/email	Telephone: 01444 477177/ joanne.johnston@midsussex.gov.uk
	Licensor's address	Oaklands Road, Haywards Heath RH16 1SS Contact name: Jo Johnston
1.3	Licensor's solicitor / agent	MSDC Legal Services
	Address	MSDC, Oaklands Road, Haywards Heath RH16 1SS
1.4	Licensee	Burgess Hill Town Council
	Tel/email:	01444 247726 or steve@burgesshill.gov.uk / council@burgesshill.gov.uk
	Licensee's address	96 Church Walk, Burgess Hill, West Sussex, RH15 9AS Correspondence address: As above Steve Cridland
1.5	Licensee's solicitor / agent	<i>TBC</i>
	Tel/email	
	Address	
2.0	Type of licence	Licence to occupy a piece of land approximately 5m x 16m off the service road and part of the Service Road as a compound for the demolition stage of the Beehive only.
2.1	Term Start Date	As soon as required
	Licence Period	To be confirmed
3.0	Licence fee	£1,000 pcm
	Frequency	Payable upon completion of Licence

3.1	Deposit	Licensee to pay Deposit of £5,000 to be refunded to Licensee minus any reinstatement costs at end of licence period
4.0	Licensor's initial works (including timing)	None
4.1	Licensee's initial works (including timing)	Please provide Traffic Management Plan, Risk Assessment and Method Statement and a copy of PLI to the sum of £10 million.
4.2	Repairing obligations	<p>To keep the Property in good repair and no worse than evidenced in the Schedule of Condition to be prepared by the Licensor and MSDC Facilities Management Surveyor. To repair any damaged caused to the Service Road</p> <p>Where necessary to replace any broken or damaged fencing or hoarding with fencing or boarding and to remove such fencing and reinstate the Land as the case may be at the end of the Licence Period or sooner determination to the complete satisfaction of the Licensor.</p>
5.0	Services and service charge Amount/proportion %	N/A
6.0	Insurance	Licensee agrees to indemnify the Council from all claims and liabilities arising from the occupation and use of the licensed area; and will be responsible for effecting any relevant insurance, such as (but not limited to) 3rd Party Indemnity Insurance, at a minimum cover of £10 million.
6.1	Business Rates and utilities	If the demised area is separately assessed then the Licensee is responsible for business rates. Utilities N/A.
6.2	Licensor's costs Est. surveyor cost: Est. legal cost:	<p>The Landlord has a policy of recovering Legal and Surveyor's costs in connection with property transactions. Recognising that the Tenant is a local not-for-profit organisation, the Landlord has adopted a policy of remitting such costs where such organisations are involved such that you will not be required to pay the first £1,000 of surveyor's fees and the first £1,000 of legal fees accrued any financial year namely, 1 April in one year to 31 March the following year. The total fees to be remitted would be as follows:</p> <p>Estimated surveyor's fees: £500.00 (excl. VAT)</p> <p>Estimated legal fees: £500.00 (excl. VAT)</p> <p>Tenant will be required to reimburse Landlord for all other costs arising from grant of the lease.</p>

7.0	Compliance	Licensee shall comply with all laws relating to the Property and the occupation and use of the Property.
8.0	Timing and other matters	The granting of the Licence will be subject to Delegated Authority
9.0	Permitted Use	Licence to erect a compound in the area shaded blue on the attached plan to include site storage and welfare area. Licence for Licensee's workmen agents contractors and representatives to enter on the Property through the access route for the purpose of demolition of the Former British Legion Club in relation to planning permission Ref: DM/22/0209
9.0	Any Other Matters	

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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 _____

Land to the Rear of the Former RBL Club Cyprus Road

Mid Sussex District Council

Author: J. Johnston

Date: 24/03/2022

