



DRAFT MEMORANDUM OF HEADS OF TERMS

Without Prejudice and Subject to Contract

28th April 2020

Our Ref: – UPRN: 12191?

Memorandum of Understanding

Background – this project has emerged from the work of the Cornwall Council Cattle Market Working Party. The working party includes the Town Council and the immediately neighbouring Liskerrett Community Centre. It is tasked with ensuring the timely regeneration of the former cattle market site. This includes by means of the provision of much needed business floorspace. In 2018, Liskeard Town Council and Cornwall Council entered into a Memorandum of Understanding with respect the regeneration of the Cornwall Council owned former cattle market. The Councils agreed:

“The parties recognize that in order to regenerate the area they need to share plans for assets and resources in the spirit of co-design and co-delivery to maximise the socio-economic benefits from the opportunity”.

Officer and Councillor teams from both Councils have been working upon the project whose draft heads of terms are covered in more details below.

Project Summary: This lease relates to Cornwall Council owned land upon which will be placed Cornwall Council owned container-based workspace. The Town Council will be responsible for the submission of bids to secure the funding to pay for the provision of the workspace and the management of the workspace and business support. The income will be pooled to cover the Outgoings relating to this project. Any surplus income after costs will be invested in the ongoing repair and maintenance of the assets.

Project Board – The Cattle Market Working Party will be charged with driving further phases and projects. A project board will look at operational decisions in connection with the container-based units. The project board partners will include: Cornwall Council and Liskeard Town Council. In addition, Plymouth College of Arts and the Liskerrett Community Centre.

PROPERTY:	Part of former cattle market site, Dean Street, Liskeard, PL14 4BA, as identified outlined red on the attached plan. Market Street Car Park as outlined Blue on the Plan (to be attached when finalised)
LANDLORD:	The Cornwall Council New County Hall Treyew Road Truro



	TR1 3AY
LANDLORD'S SOLICITOR:	<p>County Legal Services Cornwall Council New County Hall Treyew Road Truro TR1 3AY</p> <p>FAO: TBC Tel: Email:</p>
LANDLORD'S AGENT:	<p>Cornwall Council Estates Delivery Room 4G Pydar House Pydar Street Truro TR1 1XU</p> <p>FAO: Tel: Email:</p>
LANDLORD'S CLIENT SIDE:	<p>Cornwall Council Planning and Sustainable Development Pydar House 3B, Pydar Street, Truro, TR1 1XU</p> <p>FAO: Tel: (01872) Email: Mob:</p>
TENANT: LEAD PARTNER:	<p>Liskeard Town Council 3-5 West Street Liskeard Cornwall PL14 6BW</p> <p>FAO: Mr Steve Vinson – Town Clerk / Proper Officer Tel: 01579 345407 Mob: 07929 780902 Email: townclerk@liskeard.gov.uk</p> <p>Yvette Hayward – Responsible Financial Officer / Deputy Town Clerk Tel: 01579 345407</p>



	Email: office1@liskeard.gov.uk
TENANT'S SOLICITOR:	Mr Kevin George Coodes Solicitors Kevin.George@coodes.co.uk
TENANT'S AGENT:	Not Applicable – See Town Clerk contact details.
GROUND RENT:	£1 per annum if demanded – Ground Rent
OPERATIONAL RENTS, FEES AND CHARGES.	Operational Rents, Fees and Charges are to be used to cover the Outgoings. Receipts to cover outgoings. Any rental surplus after Outgoings to be reinvested in the ongoing maintenance and management of the site.
OUTGOINGS	The Tenant is responsible for all rates, taxes, NNDR, charges, duties, impositions and outgoings which might arise during the term of the tenancy. The Tenant (to recharge to appropriate business workspace occupants) to be responsible for costs of all electricity, water, gas and other services consumed or used in relation to the premises
LEASE TERM:	A term of ten (10) years from and including the date when the lease is completed.
TERM COMMENCEMENT DATE:	Term to commence on lease completion.
1954 ACT PROTECTION:	Lease is outside the security provisions of the Landlord and Tenant Act 1954
RENT REVIEW:	Rent review. To consider, if necessary upon the ending of external grant support. To consider, if necessary at year 5. LTC concern that we would be charged a full market rent and that it might impact our VAT situation. LTC would prefer that the rent review section is removed entirely or that the review at the end of the funded project is removed.
BREAK CLAUSE:	The break clause can be exercised at the end of the ERDF/ESF funding and at year 5. The ERDF/ESF date can move.
PERMITTED USE:	To use and occupy the demised premises for the purpose of accommodating a container-based workspace project including training and meeting space. The project will provide a set of 8 workspace units, 2 training rooms and a site office. These will be arranged around a central covered area. The on-site advice and support to start-ups will enable them to trial some of their activities in the training rooms with a view to taking

Commented [GF1]: This is too vague. Either it is or isn't to be reviewed and if it is, on what basis eg market rent; RPI index linked?

Commented [GF2]: When does the funding end?

Commented [GF3]: This is too vague. What exactly is allowable. Is it 'workspace' for anything?



	<p>one of the small container based units. Existing small businesses will be supported in their efforts to improve their productivity and thereby expand initially into the larger container based workspace and eventually perhaps directly into the Workshed based workspace when built. These facilities will also be available to creative industries not intending to be tenants of the workspace, but would benefit from accessing the advice and support and meeting room at the Creative Industries Hub. The Hub itself will be regenerating a vacant part of the former cattle market and bringing much needed footfall and activity to the town centre. The business advice and support will be key in assisting individuals in the creative industries sector to set up or expand their businesses. The team will in conjunction with other partners provide excluded and marginalised individuals with the opportunity to enjoy an interaction with creative activities. The intention being to build their confidence and skills to improve their pathways to vocational training or bring them a step closer to the mainstream economy.”</p>
<p>REPAIRING OBLIGATIONS:</p>	<p>The Tenant is to keep the property in a clean and tidy condition and clear of all rubbish and to keep the Property in no worse repair and condition than existing at lease commencement.</p>
<p>ALIENATION:</p>	<p>Plot Occupied by the Container Based Workspace. – The Tenant is not permitted to assign, sublet, part with occupation of the plot.</p> <p>Container-Based Workspace Units - The Tenant is permitted to share occupation of the workspace units for the purpose of the permitted use so long as there is no creation of landlord and tenant relationship – (occupation of workspace to be by Tenancy at Will type agreement).</p>
<p>ALTERATIONS:</p>	<p>Non-structural alterations permitted with the Landlords prior written consent</p> <p>If required by the Landlord, all alterations to be reinstated at the end of the term</p>
<p>RIGHTS GRANTED:</p>	<p>The Landlord grants the Tenant, its employees and visitors, vehicular and pedestrian access over the necessary parts of the remainder of Cattle Market Car Park leading from Fairpark Road, for the purpose of access and egress from the Property. The landlord reserves the right to specify the route and change this route at any point during the lease term, subject to prior written notice to the Tenant.</p>
<p>RIGHTS RESERVED:</p>	<p>This lease is subject to all existing rights that exist over the Property, including unfettered pedestrian and vehicular right of access over the Property for the Landlord, its Licensees, Tenants, and all those permitted by it for the purpose of access to and egress from the Landlords retained property.</p>

Commented [GF4]: I assume a schedule of condition is to be prepared which I shall need to annexe to the lease?

Commented [GF5]: A TAW would create a landlord/tenant relationship.

Commented [GF6]: It would be helpful if the lease plan that I need shows the initial route particularly given existing use r rights mentioned under RIGHTS RESERVED in the next box..



	<p>For information, the Landlords retained property includes:</p> <ul style="list-style-type: none"> • Lock-up units – which are let out on licence with reserved rights of access over the Property • The Cattle Market • Cattle Market Car Park – Long stay car park <p>For information, other users which may have accrued vehicular and pedestrian rights of access over the Property (for the purpose of access and egress including deliveries and collections) include those with commercial and/or residential properties which back on to the Property.</p> <p>The Landlord reserves the right of access over and right to occupy parts of the Property as required, on giving 1 month’s prior notice to the Tenant, for any purpose associated with the development of or works to the Landlords adjoining property.</p>
<p>INSURANCE:</p>	<p>The Tenant shall insure the Property against loss or damage by the insured risks. The Tenant shall insure the containers and internal fittings and equipment in shared spaces. The Occupants of the workshops will normally be responsible for insurance of their equipment and stock. The Landlord and Tenant insurance costs to be included in the Outgoings.</p> <p>The Landowner shall insure the replacement value of the container-based workspace which are an asset owned by the Landowner and have a lifespan beyond the 5 years of the project. This insurance should include covering any reinstatement works to the site as well as the container based workspace. Add to the list of properties covered by the Cornwall Council scheme.</p>
<p>DILAPIDATIONS:</p>	<p>At the end of the term (however determined) the tenant will yield up the property in accordance with the Tenant’s covenants</p> <p>The Landlord may remove, store and if not collected within 30 days, may sell or otherwise dispose of any furniture or goods which the tenant fails to remove from the property at the end of the tenancy. The tenant shall be responsible for all reasonable costs which the Landlord may incur. The Landlord shall be entitled to deduct such costs from any monies lawfully due to the Tenant.</p>
<p>OTHER TERMS:</p>	<p>The Tenant shall procure its own public liability insurance (for a minimum of £5 million (replacement value insurance cover and loss of income?) for any one claim or series of claims) and employers liability insurance</p> <p>The Tenant shall comply with all statutory requirements including Planning Legislation (including for any change of use for the permitted use) and Health & Safety requirements</p>

Commented [GF7]: See comment above. Will the site of the container interfere with existing user rights?

Commented [GF8]: On this basis what the tenant is only to insure contents?



COSTS:	Each party to bear its own costs
VAT:	All figures stated are exclusive of VAT, if applicable
CONDITIONS:	Subject to: 1) Contract and Lease 2) Landlord's Formal Approval

Signed for and on behalf of the Landlord:.....

Date:

Signed for and on behalf of the Tenant:.....

Date: