



DRAFT MEMORANDUM OF HEADS OF TERMS

Without Prejudice and Subject to Contract

24th March 2022

Our Ref: PMJ/13257

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 to the regeneration of the Cornwall Council owned former Cattle Market. The Councils agreed:

“The parties recognise 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 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, Liskeard Town Council, Plymouth College of Arts and the Liskerrett Community Centre.

PROPERTY:	Land forming 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:	County Legal Services Cornwall Council New County Hall Treyew Road Truro TR1 3AY FAO: Kate Pearce Tel: Email: Kate.Pearce@cornwall.gov.uk
LANDLORD'S AGENT:	Cornwall Council Property Services FAO: Philip Jones Tel: 07771 980166 Email: philip.jones@cornwall.gov.uk
LANDLORD'S CLIENT SIDE:	Cornwall Council - Planning and Sustainable Development FAO: Jordan Whaley Tel: 07973 497229 Email: jordan.whaley@cornwall.gov.uk
TENANT: LEAD PARTNER:	Liskeard Town Council 3-5 West Street Liskeard Cornwall PL14 6BW FAO: Mr Steve Vinson – Town Clerk / Proper Officer Tel: 01579 345407 Mob: 07929 780902 Email: townclerk@liskeard.gov.uk Yvette Hayward – Responsible Financial Officer / Deputy Town Clerk Tel: 01579 345407 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:	<p>The Tenant is responsible for all rates, taxes, NNDR, charges, duties, impositions and outgoings which might arise during the term of the tenancy.</p> <p>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</p>
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:	None
BREAK CLAUSE:	A rolling break by either party after year 5 on giving 3 months written notice
PERMITTED USE:	<p>The Tenant may use the Property for the installation of workspace, which may only be used for Qualifying Activities only. The installation will be undertaken to the Landlord's reasonable satisfaction.</p> <p>Qualifying Activities means "use of the premises for the purpose of making anything by hand, or any business using the premises for the production of art or design activities, including via technology, and including for the purposes of education or training".</p>
REPAIRING OBLIGATIONS:	The Tenant shall be responsible for the maintenance and repair of the Property including the Workspaces once installed. The Tenant shall keep the Property in good repair and working order and in a clean and tidy and good decorative condition and clear of all rubbish.
ALIENATION:	<p>The Tenant is not permitted to assign, sublet, part with occupation of the whole.</p> <p>Once installed, the Tenant is permitted to underlet the container-based workspace units in individual lettable units of no more than 35 sqm gross</p>



	<p>internal area, each with no one tenant occupying more than 2 units at any one time for the purpose of the permitted use on a tenancy at will basis. Tenants should be engaged in a Qualifying Activity and have no more than 10 employees working in the units directly.</p>
ALTERATIONS:	<p>Non-structural alterations permitted with the Landlord's prior written consent</p> <p>If required by the Landlord, all alterations to be reinstated at the end of the term.</p>
RIGHTS GRANTED:	<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>
RIGHTS RESERVED:	<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 Landlord's retained property.</p> <p>For information, the Landlord's retained property includes:</p> <ul style="list-style-type: none"> • Lock-up units – which are let out on licence agreements 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 Landlord's adjoining property.</p>
INSURANCE:	<p>The Tenant shall be responsible for insuring the Workspace Units to their full replacement value. This insurance should cover any reinstatement works to the site as well as the container-based workspace.</p> <p>The Tenant shall be liable for contents and tenant's fixtures and fittings and equipment in shared spaces. The Occupants of the workshops will be responsible for insurance of their equipment and stock.</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 and will remove the Workspace Units and reinstate the land to the Landlord’s reasonable satisfaction.</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>
<p>COSTS:</p>	<p>Each party to bear its own costs</p>
<p>VAT:</p>	<p>All figures stated are exclusive of VAT, if applicable</p>
<p>CONDITIONS:</p>	<p>Subject to:</p> <ol style="list-style-type: none"> 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: