

Appendix 2 - Agreed heads of terms for café 15-05-2020

Heads of Terms for Lease & Licence

Subject to Contract

at:

Café & Kiosk, QEII Park View Playing Fields, Park View Road,

Lytham FY8 4JE

Lessor/Licensor	Park View 4 U Charitable Incorporated Organisation (charity number CE007851) Park View Centre, Park View Rd Lytham. FY8 4JE.
Lessee/Licensee	
Demise	Lease - Land, including café, shown edged red on the attached plan together with a right of access through the park and through the adjacent Ballam Road car park. Licence – Land including kiosk shown edged red on the attached plan together with a right of access through the park and through the adjacent Ballam Road car park.
Term	5 years from date of completion for both the Lease and Licence.
Rent Reviews	Upward only open market at the end of year five on the last day of the Term
Commencement	On completion of legal formalities – end of May 2020 if possible
Rent	
Ingoing	
Permitted Use	Café for the sale of hot & cold food, internally & externally and kiosk for the sale of ice cream, drinks, confectionery and sports goods.
Alienation	Not to part with possession of either premises.
Accommodation	Café premises including internal seating area, toilet facilities, storeroom, office and external. seating area together with separate kiosk
Alterations	Not to undertake any alterations without written consent of the Landlord and Superior Landlord.
Repair & Decorating Obligations	Keep both premises in good repair and condition including replacement of landlord's fixtures and fittings when required. To decorate internally every 5 years and externally every 3 years in colours firstly approved by the landlord.
Signage	Tenant to only display signage on the premises once approved in writing by the landlord.
Utilities	To pay the cost of all services consumed on both premises.
Insurance	Landlord to insure both premises for full reinstatement, with the cost of the premium being reimbursed by the tenant.
Business Rates	The tenant to be responsible for business rates on both premises.
Public Liability	The tenant to take an insurance policy for public liability for a minimum cover of £5 million.
Legal Costs	The tenant to be responsible for the landlord's reasonable legal costs.

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Compliance with Legislation	Tenant to comply with all existing and future legislative requirements in connection with the operation of a café and kiosk business, including the maintenance of a minimum food hygiene rating of 3 at all times.
Landlord & Tenant Act 1954	Lease to exclude the security provisions of the Landlord & Tenant Act 1954. If the landlord is to offer a new lease of the café at the end of the term, then the tenant will be offered first refusal for a new kiosk licence too.
Keep Open Clause	Tenant to keep the café open between the hours of 10am and 4pm 7 days per week during the period 1 st April to 31 st October, and the hours of 10am and 4pm 4 days per week (including all weekend) during the period 1 st November to 31 st March each year.
Break Clause	Tenant only break clause at the end of the third year, subject to 3 months written notice and compliance with all lease terms.
Guarantor	Tenant to provide a personal guarantee to cover all obligations under the lease for the full term.
Charity Incentive	1.5% of all net profits for the café and kiosk combined to be donated to PV4U charity.
Tenants Solicitor	
Landlord's Solicitor	

Signed:

Lessor: (Signature)

..... (Print Name)

Lessee: (Signature)

..... (Print Name)