

## APPENDIX B

### Draft Heads of Terms for Stade Hall – 17 May 2011

1.	Landlord	Hastings & St Leonards Foreshore Charitable Trust
2.	Tenant	Stade Community Trust
3.	Demise	Stade Hall, The Stade, Hastings, TN34 3FJ as shown edged red on the attached plan
4.	Rent	A peppercorn if demanded
5.	Term	30 years from commencement [date to be agreed]
6.	Break clause	The landlord to have the right to terminate the lease immediately if the Building ceases to be used for the permitted use or the Stade Community Trust ceases to exist The landlord and the tenant to have the right to terminate the lease on every 5 <sup>th</sup> anniversary subject to giving 6 months prior written notice
7.	1954 Act Protection	Lease to be excluded from the Landlord & Tenant Act 1954
8.	Assignment & subletting	Not to assign or underlet the whole Underletting of part only is permitted but the underlessee must be a Charity
9.	Repairing Obligations	The tenant to keep in good and substantial repair and condition but not to put in a better condition than the Schedule of Condition to be prepared by the landlords surveyor and attached as an appendix to the lease
10.	Decoration	The tenant to keep the interior and exterior in good decoration and in addition decorate the interior and exterior in the last year of the term in colours to be approved by the landlord
11.	Alteration	Non structural internal alterations permitted, other alterations subject to landlords consent
12.	Permitted use	Only to be used for activities which in the landlords opinion are consistent with the objects of the Hastings & St Leonards Foreshore Charitable Trust
13.	Insurance	The tenant to insure the building for its full reinstatement value (inc demolition and site clearance) plus fees and other expenses Tenant to insure against 3 <sup>rd</sup> party and public liability claims in the sum of at least £10m
14.	Rates and utilities	The tenant is responsible for payment of rates and utilities The water is on a shared supply with a check meter and the landlord will issue apportioned bills
15.	Legal costs	Each party to bear their own
16.	Other	Not to amend the Memorandum and Articles of the Stade Community Trust dated [ ] without the consent of the landlord
17.	Conditions	Subject to Charity Commission and Charity Committee approval

