

Heads of Terms for the Agreement

1. The Council will enter into an Agreement with CC, so that if and when the Council is satisfied that CC has made reasonable but unsuccessful attempts to reach agreement with persons who have any rights of light or other easements over the Site whose rights would be interfered with if the planning permission is implemented, the Lease will be entered into.
2. The Lease will be at a peppercorn, no rent will be payable, the term will be 99 years, there will be no obligations on the council as tenant and there will be a break clause in favour of CC allowing the Lease to be terminated at any time.
3. The council will acquire and hold the Lease under S237TCPA.
4. Immediately following the grant of the Lease the Council will grant an Underlease of the Site to CC for a term of 99 years less 3 days on similar terms to the Lease. The Underlease will permit CC to use and operate its business at the site and CC will indemnify the council in respect of any liability relating to the Site. Upon the break clause being exercised the Lease will be surrendered by the Council to CC and the Underlease will fall in with CC's freehold title.
5. Any compensation claims will be settled jointly by the council and CC and an Indemnity Agreement will provide that CC fully indemnify the Council against all liability arising from S237TCPA.
6. The Council's legal costs associated with each stage of the transaction will be borne by CC.

