

# HILBRE ISLAND BUILDINGS

## HEADS OF TERMS FOR THE LEASE

Subject to contract and without Prejudice.

These heads of terms are prepared in advance of the council obtaining committee approval and are subject to such approval being obtained. If secured the main terms of the lease would be as follows:

1. **Lessor** - Wirral Borough Council
2. **Lessee** – Hilbre community Land Trust
3. **Building** – The Buildings to include Telegraph Station, Telegraph House, Fog cottage, and Day room, Buoy masters House workshop and store.
4. **Premises** – The total premises is to include the building and external spaces within area shown edged red on the attached plan (to be confirmed on site).
5. **Term** – 30 years
6. The lease is to offer security of tenure under the provisions of the 1954 Landlord and Tenant Act Part II
7. **Rent** – peppercorn (nil)
8. **Use** – Training, education, artist studio, community activities and residential use ancillary to the training activities.
9. **Assignment** – Assignment of the whole of the lease will only be permitted to similar organisations on the express consent of the Council.
10. **Sub-letting** –Sub-letting of the whole or part of the property is not permitted. The tenant will however be permitted to grant hire agreements.
11. **Alterations** – Structural alterations may not be carried out, except with the prior written consent of the Council. Minor alterations will be permitted.
12. **Services** - The lessee shall be responsible for all services to and from the building.
13. **Planning** – The lessee shall be responsible for ensuring that all necessary Planning consents are in place.
14. **Rates and taxes** – The lessee shall be responsible for any Rates payable.

15. **Repairing Obligations** – The lessee to maintain the properties to a standard no worse than the current condition (photographic record to be included) for the first 5 years and to maintain to a habitable standard thereafter.
16. **Insurance** – The lessee will insure the building noting the lessor as an interested party on the policy.
17. **Fees** – Each party to be responsible for their own fees arising from the transaction.
18. **Other matters** –. An inventory of contents may be required to clarify the ownership of any items to remain on site.