



**COLNEY HEATH PARISH COUNCIL**

Highfield Park Office  
Hill End Lane  
St Albans  
Hertfordshire AL4 0RA

Village Office  
83 High Street  
Colney Heath  
Hertfordshire AL4 0NS  
Tel: 01727 825314 Email: [clerk@colneyheathparishcouncil.gov.uk](mailto:clerk@colneyheathparishcouncil.gov.uk)

**WITHOUT PREJUDICE  
SUBJECT TO CONTRACT**

Sent by email only to [tom.llewellin@sky.com](mailto:tom.llewellin@sky.com)

8<sup>th</sup> February 2021

Dear Mr Llewelin,

**Roestock Hut, Roestock Park  
Your reference: CHSG/2/2021**

Thank you for your letter received and dated 27<sup>th</sup> January 2021 and received 28<sup>th</sup> January 2021. I can confirm that this issue was discussed by the Finance & Governance Committee at their meeting on 4<sup>th</sup> February 2021.

Councillors would again like to thank you for your correspondence and the effort which went into the response.

I am instructed to send and request the following information:

- a) Committee members noted funds raised totalling £12,000 but remain keen to have confirmed where and when the remainder of the funds will come from. They talked about receiving confirmation of confirmed and committed funding for the project. I would be grateful if you could please provide this as requested. The Council still require evidence and surety of funding.
- b) A copy of the drafted heads of terms discussed and agreed by the Committee are enclosed with this letter for your review and comment. Details of the procedure for complying with S123 of the Local Government Act is included within the draft heads of terms as are some of the terms to be agreed. You should review the heads of terms and are urged to undertake your own independent legal advice.
- c) The Committee confirmed the instruction that the utilities for the hut must be detailed to the office as a matter of urgency please so I would request again that the water, gas, and electricity bill information are passed to the Parish Council so that payment can be arranged

The Council await your prompt response so we can attempt to get matters resolved.

Yours sincerely

**Lisa Chaplin LCGI PSLCC CPFA CiLCA  
Clerk to the Council  
For and on behalf of  
Colney Heath Parish Council**

Enc. Draft heads of terms reviewed and approved subject to contract and without prejudice by Finance & Governance Committee 4 Feb 2021



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# DRAFT HEADS OF TERMS FOR THE LEASE OF ROESTOCK HUT

## 1. Parties

Landlord – Colney Heath Parish Council (the Council)

Tenant – The Scout Association (the Group)

## 2. Parties intent

The Landlord and Tenant and wishes to agree a new long-term lease in respect of Roestock Hut.

The Council will need to demonstrate best value has been obtained in the Heads of Terms (section 123 of the Local Government Act 1972) and that the Group complies with the requirements of the Money Laundering Regulations 2007

These Heads of Terms are the key proposals to be included in the new lease subject to agreement and subsequently to the detailed formal documentation.

These Heads of Terms create no contractual relationship whatsoever and are non-binding on the parties.

The Parties will bear their own legal expenses in agreeing the lease.

The Landlord agrees not to enter similar negotiations with any third parties whilst negotiations with the Tenant are ongoing and progressing, subject to requirements of statutory compliance.

The Tenant recognises that the Landlord will need to put in place the formal approval of the Parish Council to these Heads of Terms as evidenced through formal minutes before being able to enter a binding contract.

## 3. Proposed Lease Terms

### (a) Term

The Landlord will grant a lease for a period [of 20 years] commencing on (TBC) subject to funding and work schedule to be agreed.

### (b) Rent and Payment Date

The annual rent will be the Group [suggested £125 per annum by group TBC] to be received no later than the fifth day of each month. [if over £100 per month – if not annual in advance]

[the Council will need to review this once the remaining terms are agreed to demonstrate best value under s123 of the Local Government Act 1972 – this will require 2 consecutive adverts in the local press including notification of land to be leased and details]

### (c) Rent Review Date



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The rent will be reviewed and assessed at every fifth anniversary of the lease commencement date. [Council notes this building has a value stated from the VAO of £5,600]

### **(d) Rates and Taxes**

The Tenant will be responsible for all present and future business rates, taxes and impositions payable in respect of the Property and its use.

### **(e) Permitted Use**

The permitted uses of the Property by the Tenant are as a Club for Scouts and Guides set out with each part of the property or third parties in accordance with the relevant terms below.

### **(f) Property**

The Tenant will have no rights to make any material alterations in the Property without the Landlord's consent, such consent not to be unreasonably withheld or delayed.

The Tenant will retain responsibility for all paths, trees, built structures and garage within the Property.

The means of access to and/or egress from the site from neighbouring organisations or properties will be discussed and agreed between both Parties and shown on the Plan. To discuss

### **(g) Insurance**

The Tenant will provide at their cost appropriate Public Liability insurance (£10m) insurance cover for all events and activities within the Hut.

The Landlord will provide full repairing insurance against loss or damage of the Roestock Hut.

The tenant will reimburse the premium when demanded

Both parties will provide evidence of such cover to each other when requested.

### **(h) Sub-Letting**

The Tenant will not be allowed to assign or sub-let the whole or any part of the Roestock Hut premises to other outside organisations without the permission of the Landlord.

The Tenant will pay to the Landlord 50% of the gross income from any approved third-party lettings of the Roestock Hut. Link to user clause?

### **(i) Utilities and Running Costs**

The Tenant will meet all the costs in connection with the supply and removal of electricity, gas, water, sewage, telecommunications, data and other services and utilities to and from the Property.



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The Tenant will be responsible for the cleaning, telecommunications, data services, alarm systems and general maintenance/repair of the internal areas and social facilities, toilets, kitchen within the Property and outside areas.

### **(j) Signs**

The Tenant will not attach any Signs to the exterior of the Property or display any inside the Property so as to be seen from the outside without the consent of the Landlord, but such consent will not be unreasonably withheld or delayed.

In this clause, the term "Signs" will include signs, fascia, placards, boards, posters, and advertisements.

### **(k) Repairs and Maintenance**

The Tenant will be responsible for keeping the Property clean, tidy in good repair and condition and well maintained at all times and as such be responsible for any necessary repairs required to the Property or as may be agreed by the Landlord.

### **(l) Decoration**

The Tenant will be responsible for the decoration and maintenance of both inside and outside the Roestock Hut and decorate the inside as is reasonably necessary and outside at least once every five years and the last year of the lease.

### **(m) Ancillary Rights**

All ancillary rights and access rights for example on foot or by vehicle to the site to be as previously defined in the previous lease and for the purpose stated.

### **(n) Grassed areas and Boundary Hedges**

The Tenant will maintain all the grassed areas within the Property to a satisfactory level and the Landlord will maintain all the boundary hedges.

### **(o) CCTV**

The Landlord reserves the right to install CCTV primarily for the use and the benefit of the tenant and the protection of the MUGA and playground equipment in Roestock Park, the Landlord will ensure that all necessary signage displayed and be GDPR compliant.

### **(p) Money Laundering**

The Tenant will comply with the Money Laundering Regulations in granting a new lease.

### **(q) Licences**

The Tenant will obtain and maintain all necessary licences if they wish to broadcast music and will show evidence that such licences are current when required by the Landlord.



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### **(r) Accounts**

The Tenant will provide the Landlord with copies of their annual accounts which will need to show that the entity taking the lease is solvent and trading legally.

### **(s) Legal Checks**

The Landlord will meet all statutory obligations to perform certain checks on the Tenant in buildings and on Parish owned land which will include checking that the Tenant is making all necessary staff PAYE and VAT is being paid in accordance with law and requiring the Tenant to submit evidence to prove that this is the case subject in all matters to meeting the GDPR obligations.

### **(t) Break Clause**

An appropriate break clause will be included which could be exercised by the Landlord by giving 12 months' notice - post exercising the break clause the Landlord will, if practical, issue a short-term licence(s) to allow the Tenant to continue to use the Roestock Hut pending demolition.

### **(u) Future Relationships**

The Tenant will provide an annual report to the Landlord of the maintenance undertaken which can be checked against the agreed maintenance specification and schedule including a minimum of twice yearly, meetings between representative of both Parties to monitor the compliance with the lease and address relevant matters, concerns or site site issues as required by either of the Parties.

In the event of dispute about maintenance or any other matter there will be notification and cure processes and in extremis if not remedied, then the Landlord will have the right to terminate the lease.

## **4. Next Steps**

The Parties will develop these Heads of Terms and will in due course formally sign them when they have approval within their own organisations. Once the Heads of Terms are signed then the Parish Council will engage lawyers who will develop the detailed lease documentation for agreement by both parties.

### **Versions**

Draft reviewed and approved subject to contract and without prejudice by Finance & Governance Committee 4 Feb 2021