



CORNWALL COUNCIL STANDARD HEADS OF TERMS

SUBJECT TO CONTRACT

26th June 2025
Our Ref: 12346

PROPERTY:	<p>Benodet Park (aka Walled Garden) and Skate Park, Thanckes Park, Torpoint, Cornwall, PL11 2JN comprising an approx. combined area of 0.69 hectares (1.70 acres) and as indicated hatched, cross hatched and edged red on the plan.</p> <p>The property to include the boundary walls, fences and features (including trees/ shrubs if present).</p>
INTENTION:	A new lease outside the Landlord and Tenant Act 1954 Pt II to be drafted by Cornwall Council Legal Services.
LANDLORD'S CONSENT	Please note that where Landlord's Consent is required under the terms of your lease this is IN ADDITION to other consents such as licencing and planning consent which may also be needed, albeit that these other consents may also be required from Cornwall Council as the local authority. Cornwall Council has various statutory functions; for example, the Council's role as planning authority is entirely distinct from in its capacity as a landowner.
LANDLORD:	<p>Cornwall Council New County Hall Treyew Road Truro TR1 3AY</p>
LANDLORD'S SOLICITOR:	<p>Legal Services Cornwall Council New County Hall Treyew Road Truro TR1 3AY</p> <p>FAO: TBC</p>



LANDLORD'S SURVEYOR:	Cornwall Council Estates Delivery Chy Trevail Beacon Technology Park Bodmin PL31 2FR FAO: Jo Keene Tel: 01872 322 222 Email: Jo.Keene@cornwall.gov.uk
TENANT:	Torpoint Town Council 1-3 Buller Road Torpoint Cornwall PL11 2LD FAO: Milly Southworth Tel: 01752 814165 Email: clerk@torpointtowncouncil.gov.uk
RENT	One peppercorn per annum, if demanded. The rent to be payable on the completion of the lease.
RENT REVIEW	None
VAT	All figures stated are exclusive of VAT, if applicable.
INSURANCE:	The Tenant is responsible for their own buildings and contents, employer's and public liability insurance (the latter up to a minimum of £10 million, and provide proof of the policy to the council within 14 days of the request). The Landlord reserves its right to ask for sight of any insurance certificates The Tenant must provide a copy of the requested documentation within 14 days of the request made.
OTHER CHARGES:	The Tenant is responsible for Business Rates, utilities and any other applicable charges.
TERM COMMENCEMENT DATE:	On completion of the lease.



LEASE TERM:	For a term to expire on the 10th January 2120 (just under 95 years).
BREAK CLAUSE:	None
USE:	<p>Not to use that part of the premises shown hatched red on the plan for any purpose other than for street hockey football skateboards and basketball purposes without the prior written approval of the Landlord.</p> <p>Not to use that part of the premises shown cross hatched red on the plan other than as a public open space for the community for community and recreational uses.</p> <p>Not to sell or allow the consumption of alcohol on the premises.</p>
REPAIR:	<p>For any structures or buildings on the site, these to be kept in good repair and condition. This is to include all boundaries.</p> <p>For any open land, this to be kept clean and tidy and regularly mown if grassed. Any planted areas shall be well maintained.</p> <p>All public rights of way are to be maintained.</p>
DECORATIONS:	Existing buildings and structures that it is usual to decorate to be decorated as reasonably required throughout the term.
ALIENATION:	<p>The Tenant shall not assign the whole or any part of the Property and shall not underlet the whole or any part of the Property without the previous written consent of the Landlord who are able to impose further conditions on the granting of any such term.</p> <p>Any underlease to be outside the Landlord & Tenant Act 1954, Pt II and be in accordance with the terms of the lease and not to permit any onward alienation.</p> <p>The Tenant is permitted to hire out facilities at the Property to other users on a temporary licence basis not exceeding 12 hours and provided that does not create any Landlord and Tenant relationship and it ensures that the hirer uses in accordance with the terms of this lease.</p>



ALTERATIONS:	<p>External and Structural Alterations permitted with the Landlords prior written consent (not to be unreasonably withheld). All statutory consents must be obtained by the Tenant.</p> <p>At the end of the Term the tenant must remove and reinstate any alterations if required by the Landlord at their discretion.</p>
LEASE PLAN:	See attached
SIGNAGE:	<p>The Tenant will be granted the right to erect and alter the Tenant's signage on the Property, subject to Landlord's consent and subject to obtaining any necessary statutory consents.</p> <p>The Landlord may at their discretion request the removal of signage and making good at the end of the term, howsoever determined.</p>
OTHER TERMS:	<p>The Tenant shall comply with all statutory requirements including planning legislation and Health & Safety requirements.</p> <p>The Tenant will be responsible to ensure all built structures conform with the requirements of Energy Performance Certificate's. The Tenant will be responsible for all compliance items, to include for example, legionella testing, EHIC certification, gas safety certification if applicable, fire safety, asbestos management plan and any other items that may be required as a result of health and safety requirements and will be required to produce certification within 28 days if requested by the Landlord.</p> <p>Yielding up – if so required by the Landlord in its discretion at the end of the term, to remove any buildings and structures and restore the skate park back to open land.</p>
COSTS:	Each to bear their own.
CONDITIONS:	<p>Subject to:</p> <ol style="list-style-type: none"> 1) Landlord's Formal Approval 2) The tenants lease dated 3rd May 2000 has expired and the tenant is permitted to continue in occupation under an implied tenancy at will until the new lease has completed.

