

**Heads Of Terms
GLINTON VILLAGE HALL
Community Asset Transfer – Sale — 14/03/2018**

Revised –DRAFT- Version 3

The purpose of these Heads Of Terms, is to agree the basic / main terms that will be required by both parties, to be included in the draft lease / sale documents. When agreed each party will instruct their legal representatives to draft and progress the sale / lease documents.

Property Description	<ul style="list-style-type: none"> - Glinton Village hall – all that freehold piece of land with the buildings erected upon it – formerly known as the Glinton Methodist Chapel - Ownership of Stone wall along west boundary to be determined - Built in early 1900's, solid brick construction with raised brick parapet to front elevation with a slate tile hip roof over main / small hall and flat roof to toilet, kitchen and store rooms. - Parking is on the main highway
City Council Scheme / Purpose	Community Asset Transfer Programme
Sale Plan	This is shown edged red on the filed plan of Title Number CB34532 attached
Deed Number Title Number Restrictions:	<p>The registered owner of the freehold title is The Council of the City of Peterborough ("the Council") Title Number CB34532 Deed Number: 5854</p> <ul style="list-style-type: none"> - The building is listed as an Asset Of Community Value – 23rd August 2016 – by Peterborough City Council – reference RSN 097895/TG/Glinton - 18.06.2016 on registered title that no transfer or lease without a certificate signed by a conveyancer that the transfer or lease did not contravene section 95(1) of the Localism Act 2011
Purpose of Sale	Transfer of asset to Glinton Parish Council , for continued provision of community services and community benefit

Current Lease	<p>Lease details: PCC to the Community Association</p> <ul style="list-style-type: none"> - Term: 25 years from the date 1/01/1981. - Contracted out of the LTA 1954 = no - Annual Rent : £1 - Tenant: Glinton Community Association High Street Glinton (Charity No.: 284702) <p>The City Council request that the Glinton Community Association provide a letter confirming that they will surrender their lease, at the same time as the completion of the freehold transfer of the hall to the Parish Council</p> <p>Underlease details:</p> <ul style="list-style-type: none"> - None known
---------------	--

Purchaser	<p>Glinton Parish Council St Benedicts Close Glinton Peterborough PE6 7LJ</p> <p style="text-align: right;">5</p>
Sale price / Consideration	£1
Costs	<p>Both parties will be responsible for their own Legal and Surveyors fees, it is agreed that the City Council will make a minimum contribution towards the costs of the Parish Council, of £1,000.</p>
Purchaser Main Contact	<p>John Haste Clerk & Responsible Financial Officer Glinton Parish Council</p> <p><u>5 St Benedicts Close, Glinton, Peterborough, PE6 7LJ</u> Tel 01733 252833 clerk@glintonparishcouncil.org.uk</p>
Purchaser Solicitor	<p>TBC Name : Nicholas Hancox Solicitors Ltd Address: Calthorpe Green, Old Road, ACLE, FAO: Email: Tel: Mobile:</p>

Seller Contact: Community Services	<p>Bill Tilah Estates Surveyor NPS Peterborough Manor Drive House Manor Drive Peterborough PE4 7AJ Mob: 07920160178 Email: bill.tilah@nps.co.uk</p>
Sellers Solicitor	City Council Lawyers – TBC
Documents to be provided by landlord / seller prior to final agreement of Terms	<p>Roof Report – Further condition report on the roof voids completed. An information provided to Parish Council</p> <p>DPC/EPC - Lessor will provide either a Display Performance Certificate or Energy Performance Certificate (an assessment of the energy efficiency of a building)</p> <p>Asbestos Report – latest version to be provided with any inspection record information. Bill Tilah is recommending to the City Council, to purchase an indemnity / insurance document, at a premium, that will then form an agreement between the insurer and the owner (Parish Council) or future owners of the hall, to cover the costs of dealing with any future asbestos issues that may become known within the roof area. Exact words to be used, to be guided by our legal / insurance teams to follow. I anticipate agreement but will confirm ASAP</p>

Purchasers Covenants	
Management Agreement	Not required
Business Case	Not Required
Community Use (restriction on use)	<p>It will be usual to place a restrictive covenant on the future use of the building:</p> <p><i>Not to use the premises / land otherwise than as a community hall serving the interests of social welfare recreational cultural and leisure activities for the local community. Or to let the whole or part of the premises / land to a business, organisation or member of the general public who conducts activities incompatible with the usual objectives of a local community hall. Not to restrict the opening hours or activities so as to unreasonably exclude sections or individual members of the local community.</i></p>
Building External Areas	<p>Outside areas and drainage to be kept in good condition</p> <p>PCC to confirm ownership of stone wall alongside the access path / western boundary</p>
Sellers right of access	None retained

<p>Shared profit from future commercial disposal (win fall)</p>	<p>The Glington Parish Council will become the freeholder after transfer</p> <p>Freeholder to be aware – the sale site will be subject to the following restrictive use covenant</p> <p>If in the future the whole or part of the building/ land were to be sold for commercial purposes / gain - the freeholder would have to apply to PCC for lifting of this restrictive covenant. In that scenario PCC would have the option to seek a proportion of the development value for the site (win fall).</p> <p>*** See landlords covenant below – regarding use of any win fall fund</p>
<p>Landlord covenants</p>	
<p>Vacant Possession</p>	<p>Provide Vacant Possession</p> <p>Agreement will be needed with the Glington Community Association , to surrender their lease / occupation agreement, at the point of transfer of the freehold title (to the Parish Council)</p> <p>Bill Tilah will provide a draft letter for this purpose and provide to the Parish Council to share with the Community Association</p> <p>The current occupier will need to ensure any sub tenancy or any other shared occupation agreement will also come to an end. To be confirmed in the letter.</p> <p>These agreements can be terminated at the same time as sale completion.</p>
<p>Shared profit from future commercial disposal (win fall)</p>	<p>It is also agreed (subject to legal confirmation of wording / format) that in the event of the freeholder disposing of the premises, for commercial purposes / gain, any windfall due to PCC for agreeing to lift the restrictive covenant on use, would be allocated for the</p>
	<p>provision of a new community land and building, within Glington Parish.</p>
<p>Advisories to Community Group</p>	<p>Note These <u>do not form part</u> of the terms for the lease / sale. They are for purchaser information purposes only</p>
<p>Liabilities</p>	<p>For the avoidance of any doubt, the purchaser will be responsible for all charges in respect of the property, after sale. For example insurance, rates, utilities, refuse collection, internal and external repairs, PAT testing, FRA and asbestos management etc.</p>
<p>Sale of Alcohol</p>	<p>Purchaser to be aware that sale of alcohol from the premises will be a matter for future local authority licensing regulation</p>
<p>Set opening hours</p>	<p>Purchaser to be aware that opening hours will be a matter for local authority planning regulation, variations to current opening hours may require such approval</p>
<p>Alterations</p>	<p>Purchaser to be aware that alterations to internal and external building / open areas – may require building control / planning permission.</p>

Restrictions on signage/advertising	Purchaser to be aware that alterations to current signage and future signage may require building control / planning permission
Insurance	Purchaser to be aware that they will need to arrange their own building insurance after date of sale. Also advised to purchase contents and public liability insurance if not already held
EPC	Vendor to provide an EPC for the building before sale completion

Further resources for guidance:

General advice and information in the Community Asset Transfer process:

<http://mycommunity.org.uk/resources/understanding-community-asset-transfer/>

<http://mycommunity.org.uk/resources/community-asset-transfer-kit/>

Pre-feasibility and feasibility grants to support 'partnerships between public bodies and community organisations to help them develop joint strategies and action plans for ambitious multiple community asset ownership and management projects and/or complex/groundbreaking single asset transfer projects'.

<http://mycommunity.org.uk/resources/community-ownership-and-management-of-assets-grants-support-kit/>

Your Value – social impact tool:

<http://www.communitymatters.org.uk/content/494/Demonstrate-your-social-impact-with-Your-Value!>

VISIBLE Communities is a Charity Commission endorsed standard for the community sector that identifies the core principles that underpin strong, sustainable community organisations:

<http://www.visiblecommunities.org.uk>