



Heads of Terms

Property

Land and Premises known as the Toll House and The Boatyard at Cookham Bridge, Cookham, SL6 9SN shown on the attached plan

Landlord

The Royal Borough of Windsor & Maidenhead
Town Hall
St Ives Road
Maidenhead
SL6 1RF
Contact Name: Chris Pearse
E-mail: [REDACTED]
Telephone: [REDACTED]

Landlord's Solicitors

RBWM Legal Services
Contact Name: Katherine Lamprell
E-mail: [REDACTED]
Telephone: [REDACTED]

Tenant

DB International Limited
Cookham Bridge
Cookham
SL6 9NS
Contact Name: [REDACTED]
E-mail: [REDACTED]
Telephone : [REDACTED]

Tenant's Solicitors

[REDACTED]

Rent

- Year 1-5 inclusive £12,500 pa exclusive of VAT
- Year 6-10 inclusive £14,500 pa exclusive of VAT
- Year 11-15 inclusive £16,500 pa exclusive of VAT
- Year 16 to 20 inclusive £19,000 pa exclusive of VAT

Rent Free Period

N/A

Lease Term

20 years from completion of the lease

Break Clause

N/A

Rent Reviews

N/A

1954 Landlord and Tenant Act

The lease is to be outside the security of tenure provisions of the 1954 Landlord and Tenant Act

Rent Deposit

N/A

User

Same terms as the existing lease

Council entry and use of land to carry out repairs to Cookham Bridge

the Council will require access and use of land that will be highly disruptive to the tenant. As such the new lease will provide for the Council to provide not less than 2 months notice of such access and works and that for the duration of the works, the rent will reduce to zero. The notice period requirement will be waived by the tenant for the project due to commence in October 2022 that has been discussed at length.

Council option to use part of Marina's freehold land as a compound

Separately the Council and DB International will enter into an option agreement that allows the Council and its contractors to use and occupy part of the Marina's freehold land as a Compound at anytime within the next 5 years if required to undertake work on Cookham Bridge at £2,500 per month (exc VAT) subject to the Council giving 4 months notice. The Council will be responsible for all costs establishing the compound and making good any damage caused. This is limited to 1 occurrence for a minimum consistent period of 6 months & maximum of 18 months

Outgoing and Taxes

The tenant is responsible for all property outgoings including taxes, utility supplies and maintenance costs

Building Condition

Repairing obligations carry over from the existing lease

Assignment and subletting

Alienation provisions carry over from the existing lease

Repairing Obligations

Repairing obligations carry over from the existing lease

Dilapidations

The dilapidations obligations carry over from the existing lease

Insurance

The insurance provisions carry over from the existing lease

Alterations

The Alterations provisions carry over from the existing lease

Tenant's Initial Works

N/A

Conditions

- Council Approval
- Each party is responsible for its legal and other fees in concluding the transaction

Documentation

The new lease will commence on the expiry of the existing lease. To ensure continuity a tenancy at will be put in place in the event that the documentation is delayed

Council acting as Freehold owner

The Council is acting as the freehold owner and nothing in this agreement can limit the Council's other activity or approvals in other areas

I confirm agreement to these Heads of Terms

On Behalf of DB International Limited

Signature.....

On Behalf of The Royal Borough of Windsor and Maidenhead

Signature.....