

EDGAR STREET FOOTBALL GROUND

KEY TERMS

WITHOUT PREJUDICE, SUBJECT TO CONTRACT & FORMAL CABINET MEMBER APPROVAL

17/04/24

- a) **LANDLORD:** The County of Herefordshire District Council (HC)
- b) **TENANT:** Hereford FC Limited (HFC)
- c) **DEMISE:** Edgar Street Football Ground, Edgar Street, Hereford HR4 9JR.
Red line plan to be determined based upon redevelopment and consultation with HFC. Attached: current lease arrangement, proposed interim lease arrangements & proposed indicative for new lease.
- d) **LAND EXCHANGE:** Former Blackfriars public toilet block (currently used for storage) to be surrendered for demolition.

A separate lease of parking compound at the (north) Merton End of the ground to be agreed in return, and be consolidated in the new lease.

Council to prepare legal documentation.
- e) **INITIAL RENT:** £10,000 pa exclusive
- f) **RENT REVIEW:** 5 yearly linked to CPI and uncapped – first rent review 5 years from the commencement of the new lease.
- g) **TERM:** 40 years commencing 01/08/2030 – to be within the Landlord & Tenant Act 1954 (as amended)
- h) **BREAK CLAUSE:** In the event that structural repairs become uneconomic, the tenant subject to three months prior written notice, to have the opportunity to break the lease without penalty.
- i) **REPAIR:** Tenant responsible for all repairs including the service media, fencing, the turf of the playing pitch, new lighting rigs and replacement floodlight poles. The council will remove the old lighting towers/pylons.

Current lease subject to an ingoing schedule of condition. A new schedule to be prepared which would have regard to the initial condition and evidence of works done by the club since then.
- j) **DECORATION:** Tenant responsible for all decorations as often as shall be reasonably necessary and in any event in the last 3 months of the term.

- k) **INSURANCE:** The Landlord will be responsible for insuring the premises against loss and damage by the Insured Risks (with exception of plate glass which the Tenant shall insure), and the premium will be recharged to the tenant
- The Tenant to be responsible for insuring any contents
- The Landlord shall not be obliged to insure any part of the Premises installed by the Tenant
- The Tenant will indemnify the Landlord against any claim or eventualities arising from their use of the premises, the minimum cover is to be £5 million
- l) **OUTGOINGS:** Tenant to pay all outgoings
- m) **ALIENATION:** 1 - Assignment of whole allowed subject to Landlord's consent.
- 2 - Underletting of the whole prohibited.
- 3 - Underletting of parts allowed up to maximum of 4 separate occupations but only on the basis of an agreed form of sub-lease which would be excluded from s. 24-28 of the Landlord & Tenant Act 1954.
- 4 - HFC will be allowed to enter concessions for catering facilities subject to Landlord's prior written approval.
- n) **LEGISLATION** Tenant responsible to comply with Health and Safety Regulations, the Planning and Environment Acts and all other relevant legislation and regulations, whether existing now or at some point during the term
- o) **LANDLORD'S SOLICITOR:** Herefordshire Council Legal Services, Plough Lane, Hereford, HR4 0LE. Ref: Emma-Louise Brewerton
- p) **TENANT'S SOLICITOR:** Harrison Clark Rickerbys, First Floor, Thorpe House, 29 Broad Street, Hereford, HR4 9AR. For the attention of Matthew Hayes. Phone: 01432 349670. Email: mchayes@hcrlaw.com
- q) **TENANT'S SURVEYOR:** Alder King, Brunswick House, Gloucester Business Park, Gloucester, GL3 4AA. For the attention of Philip Pratt. Phone: 01452 623290 Email: ppratt@alderking.com
- r) **COSTS:** Each party to pay their own costs in the matter
- s) **OTHER TERMS:** 1. These Heads of Terms require the approval of the Football Foundation & the council's Cabinet member for Property
2. All other terms of the existing lease to be subject to reasonable updating of content and form (if appropriate) and as deemed necessary by the council's head of legal services.

The above Key Terms are agreed and will be incorporated into a Cabinet Member Report for approval along with other matters relating to the demolition of the existing Blackfriars Stand

Signed.....For

Position in Organisation.....Date.....

