

## Appendix 1

### Heads of Terms

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|-------------------------------|---|
| Premises:                     | Area of Land at Paignton Harbour as shown edged red on attached plan.   |
| Form of Document:             | New Lease   |
| Tenant:                       | The Blue Sea Food Company Ltd, South Quay, The Harbour, Paignton, TQ4 6DT   |
| Rent:                         | £[REDACTED]pa, plus VAT.  |
| Lease Length:                 | 12 months subject to termination by either party at any time on 3 months prior notice Lease ends 14/4/13  |
| 1954 Landlord and Tenant Act: | The lease is excluded from the Security of Tenure provisions of the Landlord and Tenant Act 1954.   |
| Rights:                       | As per the main lease of the adjoining premises.  |
| Rent Review:                  | None  |
| Alienation:                   | The lease can only be assigned in relation to any assignment of adjoining premises which are let to the same tenant.<br><br>No sub-letting will be permitted.   |
| Repairs:                      | The tenant shall maintain any container, portacabin or similar structure or matter brought onto the land, in good repair and condition, and shall if destroyed by fire, remove all remains thereof from site.   |
| Permitted Use:                | To use the land for:<br><br><ol style="list-style-type: none"><li>1. Parking of taxed motor vehicles and lorries used in connection with the business of The Blue Sea Food Company Ltd and/or</li><li>2. The siting of a temporary blast freezer in the location shown on the attached plan and/or</li><li>3. The siting of a temporary container in the location shown on the attached plan.</li></ol><br><u>but</u> for no other purpose. |
| Alterations:                  | Not to make any alterations to the Premises, or to connect with any services located on the Premises or the landlord's adjoining land or discharge into any service media located on the Premises or on the landlord's adjoining land without providing details, including drawings relating thereto for the approval of the landlord, such approval not to be unreasonably withheld or delayed.  |
| Insurance:                    | To keep any containers, portacabins etc. situated on the premises adequately insured.   |

Outgoings:           The tenant shall be responsible for the payment of all outgoings relating to the use of the premises or anything brought thereon.

Other matters

1.    No vehicles whether belonging to staff or visitors, or those unloading from or loading to the premises shall be parked otherwise than on the premises.
2.    The tenant will use all reasonable endeavours to ensure that deliveries are made before 9am or after 6pm.
3.    The tenant will use all reasonable endeavours to ensure that the movement of large vehicles, including, without prejudice to the generality of the foregoing articulated lorries, visiting the premises are adequately controlled and co-ordinated, including where appropriate the use of banksmen.
4.    The tenant shall comply with all relevant Statutory requirements, including without prejudice to the generality of this clause, Environmental Health and Planning.
5.    The tenant shall be responsible for the payment of the landlord's reasonable legal costs in this matter, whether or not the same proceeds to completion.