

# Heads of Terms

**Landlord:** Saint Helena Government

**TO:** Saint Helena National Trust

**PROPERTY:** High Knoll Fort and surrounding land

(A) Saint Helena National Trust will execute a lease on High Knoll Fort and the surrounding lands on the following Heads of Terms. These heads of terms are not intended to create any legally binding obligations. They are subject to contract, completion of a formally executed legal documentation and approval by the Trustees of the Saint Helena National Trust.

(B) These heads of terms are confidential to the intended parties to the proposed assignment and to their professional advisors.

## **PROPOSED TERMS**

### **1. Landlord**

Saint Helena Government

Registered office address: Essex House, Main Street, Jamestown, Saint Helena, STHL 1ZZ

Contact for Landlord: Derek Pedley, Essex House, Main Street, Jamestown, Saint Helena, STHL 1ZZ  
Telephone Number: 22270

### **2. Tenant**

Saint Helena National Trust

Country of registration: Saint Helena

Charity number: C00010

Registered office address: Main Street, Jamestown, Saint Helena, STHL 1ZZ

Contact for Tenant: Ethel Yon

### **3. TERM**

99 Years

### **4. PROPERTY**

High Knoll Fort and Surrounding Lands INCLUDING TITLE NUMBERS HALF TREE HOLLOW PARCEL 513 AND 1386. A plan is attached showing the property edged in red.

### **5. ANNUAL RENT**

**5.1** The purchase price will be £1 (One Pound Only) per annum,

## **6. LANDLORD'S CONSENT**

The written consent of the landlord contained in a formally executed licence is required for the assignment of the lease. The assignee will promptly provide the landlord and its advisors with all financial and other information that the landlord reasonably requests in order for the landlord to consider the application for consent to the assignment.

## **7. ALTERATIONS**

**7.1** The Tenant intends to carry out works to the property which require the consent of the landlord

**7.2** Completion will be conditional upon obtaining such consent on reasonable terms. The Tenant will promptly provide the landlord and its advisors with full details of the proposed works (including plans and specifications) and all other information that the landlord reasonably requires in order for the landlord to consider the application for consent to carrying out the works.

## **8. USE**

**8.1** The use is restricted to the activities limited to the Tenant under the objectives of the Saint Helena National Trust 2017 Ordinance or as amended.

## **9. EXCHANGE AND COMPLETION**

**9.1** The Parties will endeavour to exchange contracts within 30 working days of the Tenants conveyancer having received the contract documentation from the Landlords conveyancer.

## **10. COSTS**

Each party is responsible for its own legal costs in connection with the assignment

## **11. CONVEYANCERS**

**11.1** The Landlord's conveyancer is Crown Estate, Essex House, Main Street, Jamestown, Saint Helena, STHL 1ZZ for the attention of Derek Pedley.

**11.2** The Tenants' conveyancer is To be Confirmed

## **12. Signage**

**12.1** The tenant can put up signs on the outside of the property or that would be visible from the outside of the property with the landlord's prior written consent, which cannot be unreasonably withheld.