

20/05/24

(Draft 1) Heads of Agreement  
By and Between

Hankelow Parish Council (HPC

And

The White Lion Community Pub Hankelow Limited (WL)

1. HPC will warrant it has ownership of the green and the pond and that no other parties have any rights affecting it and that it has full authority to enter into the agreement.
2. HPC grants a formal easement over the demised area identified on the map at Appendix One
3. HPC grant access to any authorised person or contractor acting for WL on notice for any routine maintenance or inspection works and without notice in the event of any emergency or to prevent any emergency.  
HPC undertakes not to allow anything that would impede such access.
4. WL undertakes to make good any damage caused by any maintenance or emergency works.
5. WL undertakes to maintain the drain, including an annual schedule of inspection as set out in Appendix Two
6. WL undertakes to be responsible for any damage or pollution because of any failure to maintain the drain in accordance with the agreed maintenance schedule.
7. WL undertakes to maintain insurance covering the demised area and any pollution or incident
8. WL agree to pay legal costs including all disbursements and associated costs up to a maximum of £2,000 including VAT and all disbursements). Both WL and HPC will agree the appointment of any solicitor(s) prior to their appointment.
9. If HPC subsequently fail to complete an agreement by 31<sup>st</sup> August 2024 or seek to amend the above terms HPC will reimburse WL all legal or related costs in connection with the preparation of this agreement.
9. There be a peppercorn rent covering the easement of £1 per annum in perpetuity.
10. HPC warrants it will not allow or encourage any party to take any action that in anyway may interfere with WL rights under this agreement.
11. Both parties agree that the easement is registered at Land Registry and/or as otherwise appropriate.