

Fwd: Copeland Borough Council - Unit 10b, Leconfield Industrial Estate

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From: **Chris Mather**

Date: Tue, Aug 16, 2022 at 12:20 PM

Subject: Fwd: Copeland Borough Council - Unit 10b, Leconfield Industrial Estate  
To

----- Forwarded message -----

From: **Thomas Lydiate**

Date: Wed, 10 Aug 2022, 13:29

Subject: Copeland Borough Council - Unit 10b, Leconfield Industrial Estate

To: Chris Mather

Cc: Barbara Vernon

**Subject to Contract**

Good afternoon Cheryl and Chris,

Further to our recent correspondence, we are now in a position to present our proposed terms to permit the change of use to allow the operation of a catering trailer from the front of Unit 10b.

- A Temporary Variation to the Lease for a period of 2 years to allow for the siting and running of a catering trailer to sell hot and cold food and drinks for consumption off the premises and for no other purpose. (this would be subject to obtaining planning consent)
- Licence fee of £100+VAT per week
- Insurance, you will be liable for putting in place all suitable insurance policies for the use and operation of the catering trailer. You will also be responsible for the increased premiums that may be incurred by the Landlord because of the catering trailer being in use on the Estate. We are currently obtaining a quotation from our broker.
- The Council's Legal and surveyors Fees for the work involved in varying the lease are to be covered by you. We have received an estimate from our Solicitors of £2,200+VAT. Surveyors fees are charged at £85+VAT per hour.
- Opening Hours no earlier than 7:30 and no later than 18:00 Monday to Friday. Note these hours may be limited by the planning permission.
- You will be liable for any increased rates, taxes or utilities that may be incurred.
- Waste management. We will need to agree appropriate terms for waste management to ensure that sufficient bins are available for waste. In addition we will need to agree to an area around the Unit that will become your responsibility for litter picking of any rubbish that may be dropped by customers.

If you could confirm agreement to the above, we will formalise Heads of Terms before instructing solicitors to draw up the agreement.

Have you been in touch with planning to discuss the next steps?

Many thanks

**Thomas Lydiate MRICS FAAV**

**Interim Estates Surveyor (Part-time)**

Property & Estates Department

Copeland Borough Council

Copeland Borough Council, The Market Hall, Market Place, Whitehaven, Cumbria, CA28 7JG.

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