

## Victorian Orchard, Ide Heads of Terms

<b>Licensor:</b>	The Church Commissioners for England acting by their Agent being the firm of Strutt & Parker of 13 Hill Street, London, W1J 5LQ but whose address for service is Strutt & Parker of 24 Southernhay West, Exeter, EX1 1PR
<b>Licensee</b>	Andrew Bragg of West Town Farm, Ide, Exeter, EX2 9TG
<b>Agreement</b>	Licence to occupy
<b>Term</b>	One year with effect from 29 <sup>th</sup> September 2018 and thereafter from year to year
<b>Property</b>	Victorian Orchard, Ide extending to approximately 1.38 hectares (3.40 acres) as shown for identification purposes only edged red on the attached plan
<b>Rent</b>	£544 (five hundred and forty four pounds) per annum payable annually in advance on the 29 <sup>th</sup> September
<b>Outgoings</b>	To pay all rates taxes and outgoings if any which now are or which at any time during the continuance of the Licence may be charged or imposed upon the Property including any Value Added Tax or substitute tax that may become payable on the Licence Fee  To pay the cost of all water used at the Property
<b>User</b>	To use the Property as a private orchard only and for no other purpose whatsoever
<b>Alienation</b>	Not to assign or sublet any part of the Property
<b>Maintenance</b>	To keep the Property properly cultivated and maintained and in a neat and tidy condition free from rubbish and refuse.  To pay the appropriate proportion of the cost of repair of all party boundary structures conduits and other things used by the Property in common with neighbouring properties.  To keep all ditches and drains on the Property in good repair and working order and free from obstruction.
<b>Trees</b>	Not without consent to cut down any trees on the Property save that the Licensee may prune the same in accordance with good horticultural practice provided that they shall not be reduced beyond two thirds of their height at the date of this Licence
<b>Nuisance</b>	Not to do anything on the Property that may be or become a cause of nuisance annoyance or disturbance to the Licensor or the owners and occupiers of adjoining and neighbouring properties  Not to burn rubbish leaves or other garden waste on the Property nor (without the consent of the Licensor) to have a bonfire and at all times to take reasonable steps to control the spread of weeds
<b>Statute</b>	To comply with all statutory or other legal obligations affecting the Property in particular those relating to town and country planning and the control of weeds
<b>Indemnity</b>	To indemnify the Licensor against all losses damages and costs of whatever nature that the Licensor might suffer as a result of the Licensee using the Property under the terms of this Licence
<b>Termination</b>	This Licence may be terminated in whole or in part by either party giving to the other not less than three months' written notice to expire on the last day of a calendar month  If the Licensee shall fail to comply with any of the above obligations, the Licensor may give written notice to the Licensee to determine the Licence