



ST FRANCIS FIELDS

NORTHIAM

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**The Councillors of Northiam Parish Council
The Parish Office
Main Street
Northiam
East Sussex
TN31 6LP**

and

30th April 2022

Ms Lauren Sapsted

LETTER OF INTENT

Dear Councillors and Ms Sapsted

Premises - The Stables and Paddocks, St Francis Fields, Northiam

Northiam Parish Council resolved on 14th April 2022 to grant Ms Sapsted a lease of these premises on terms set out in the attached draft prepared by Gaby Hardwicke and Ms Sapsted has agreed to the terms. This is an interim arrangement pending Northiam Parish Council attempting to obtain planning permission for a change of use of the stables through the services of its Managing Agent – St Francis Fields CIC.

In agreeing the terms for this “interim” lease and in anticipation of its execution, the parties have also agreed that this Letter of Intent will be countersigned in duplicate by the Chairman of the Parish Council, on behalf of the whole Council and by Ms Sapsted.

It is understood by the parties that this letter is not contractually binding but it sets out agreed steps to be taken by them and both parties have expressed their willingness to use their reasonable endeavours to comply with its terms, as follows: -

1. Ms Sapsted will assist CIC in pursuing an application for change of use of the stables and paddocks on behalf of NPC from the Blue Cross use - sui generis (buildings are those that do not fall within any particular use class) - to Ms Sapsted's current use for namely livery, breeding and training horses and riders for show jumping and dressage events. This assistance will amount to sharing detailed information about the nature of the business she runs from the stables and providing any related information needed for the planning application: for example, the number of weekly visitors to the stables, traffic movements and number and nature of the livery she offers.
2. As soon as planning permission has been granted, the rent payable for the stables and paddocks based on a new 3year full repairing and insuring lease (the "new" lease) will be negotiated by a firm of land agents acting for NPC and Ms Sapsted's appointed land agent (if any) reflecting the planning consent and the terms of the "new" lease.
3. When the rent and new terms have been established, Ms Sapsted will have the option within one month of the presentation to her of the draft "new" lease, of accepting them and thereby remaining in occupation but on those new terms and conditions.
4. Under that "new" lease, the existing provision enabling NPC to terminate the lease at any time and for any reason on giving 3months' notice, would not apply.
5. The "new" lease will be completed on the basis that the lessee will not have the statutory right to renew it.
6. Both parties to pay their own costs in connection with agreeing and completing the "new" lease.
7. If Ms Sapsted decides not to accept the "new" lease within the one-month period, NPC will serve 3 months' notice terminating the "interim" lease, upon expiry of which period, Ms Sapsted will vacate the property.
8. During that 3month period, NPC will be free to offer a lease of the stables on the open market and Ms Sapsted will allow potential tenants to view the property by reasonable prior arrangement and provided that prospective tenants are accompanied by a representative of NPC's Land Agent
9. Once the marketing has commenced, there would be nothing to prevent Ms Sapsted from offering to take the lease on different terms and conditions in competition with other interested parties
10. If by the date of the termination of the "interim" lease, there remains outstanding any part of Lauren's share of Gaby Hardwicke's legal costs incurred in early summer

2022, that amount will be paid immediately in full by Ms Sapsted.

11. Between now and 1st June 2022 both parties will use their best endeavours to agree a fair and equitable allocation of the cost of utilities and insurance premiums paid or to be paid in the future by NPC as between the stables and the remainder of St. Francis Fields and reasonable terms for the payment of monies due to NPC by Ms Sapsted for the period of her occupation up to and including 31st May 2022.

12. Unless and until reasonable, equitable and reasoned invoices for the cost utilities applicable to the Stables and the use thereof, are submitted to Ms Sapsted for payment by NPC, NPC and no Parish Councillor nor anyone acting on their behalf will state or infer from this date onward that Ms Sapsted owes or has refused to pay any amounts to NPC.

Yours faithfully

Chairman of St Francis Fields CIC

Signed by Susan Schlesinger

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For and on behalf of Northiam Parish Council

Signed by Ms Lauren Sapsted

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