

[ON HEADED NOTEPAAPER OF Party A]

[NAME AND ADDRESS OF PARTY B]

[DATE]

Dear [●]

Re: Dog Wash Machines

This letter sets out the principal terms and conditions on and subject to which Bournemouth, Christchurch and Poole Council of BCP Civic Centre, Bourne Avenue, Bournemouth, BH2 6DY (**Party A**) is willing to enter into negotiations of leases of various Sites for the purpose of placing and installing any Dog Wash Machine (**Deal**) with [●] (**Party B**) subject to the agreement and signing by the parties of detailed legally binding leases (**Formal Agreements**).

This letter is not exhaustive and is not intended to be legally binding between Party A and Party B, except where specifically stated. Nothing in this letter shall be construed as an agreement for lease.

1. Interpretation

The following definitions and rules of interpretation apply in this letter.

1.1 Definitions:

Competent Authority: any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorised officers.

Dog Wash Machine: an automated dog wash cleaning machine with integral digital display screen and equipment ancillary thereto owned by Party B as described and detailed in Annex A.

Formal Agreement: any one of the Formal Agreements.

Necessary Consents: all planning permissions and all other consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any Competent Authority for the purpose of each Dog Wash Machine and Formal Agreement (including but not limited to consents under the provisions and requirements of Town and Country Planning Act 1990 or The Town and Country Planning (Control of Advertisements)

Regulations 2007 or required to comply with any covenants on land or in accordance with any superior leases).

Service Media: all media for the supply or removal of heat, electricity, gas, water, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

Sites: the sites and locations to be negotiated in good faith and to be agreed between the parties for the purpose of placing and installing any Dog Wash Machine and **Site** means any one of the Sites.

VAT: value added tax or any equivalent tax chargeable in the United Kingdom.

- 1.2 References to paragraphs and Annexes are to the paragraphs and Annexes of this letter.
- 1.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

2. Commercial terms

- 2.1 The principal terms and conditions contained in the form of draft lease set out in Annex B; and
- 2.2 the following principal terms and conditions:
 - (i) The contractual term of each Formal Agreement shall end on and including 31st December 2028 (subject to earlier termination in accordance with that Formal Agreement);
 - (ii) Party B shall obtain at its own cost all Necessary Consents (including all planning permissions) that are required for each Dog Wash Machine and Formal Agreement;
 - (iii) Party B shall provide and install at its own cost each Dog Wash Machine that is required for the purpose of each Formal Agreement;
 - (iv) Party B shall at its own cost correctly and safely connect each Dog Wash Machine into the relevant Service Media for the purpose of each Formal Agreement;
 - (v) Party B shall pay any costs to Party B arising from any re-routing repositioning replacing or installing of any Service Media required to connect each Dog Wash Machine into the relevant Service Media;

- (vi) The provisions of sections 24 to 28 of the Landlord and Tenant Act 1954 shall be expressly excluded from applying to any tenancy created by each Formal Agreement;
- (vii) Party A and Party B shall negotiate in good faith the rent amounts (and all other amounts) payable under each Formal Agreement;
- (viii) Party A and Party B shall negotiate in good faith:
 - (A) each Site; and
 - (B) the plans showing the relevant Site to be annexed to the relevant Formal Agreement;
- (ix) Party B acknowledges that:
 - (A) the Deal;
 - (B) each Formal Agreement;
 - (C) the terms and conditions contained in each Formal Agreement;
 - (D) each Site; and
 - (E) the plans showing each Site to be annexed to the relevant Formal Agreement,are subject to approval and authorisation:
 - (A) of Party A's Corporate Property Officer; and
 - (B) in accordance with Party A's Constitution and Financial Regulations.

3. Time limits

- 3.1 The parties shall negotiate in good faith with a view to executing the Formal Agreements on or before 31 December 2027.
- 3.2 Party A may at any time by notice to Party B, in writing which includes email, terminate negotiations for the Deal and entry into the Formal Agreements, without having to give any reasons for doing so or incurring any liability to any other party. Such termination shall not affect the continuance in force of paragraph 4 to paragraph 8 inclusive.

4. Confidentiality

- 4.1 This paragraph 4 is legally binding.

4.2 Party B undertakes that it shall not at any time disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of Party A.

4.3 Party B shall not use the other party's confidential information for any purpose other than the evaluation of the Deal and the negotiation of the Formal Agreements.

5. Costs

5.1 This paragraph 5 is legally binding.

5.2 Party B shall pay the reasonable costs and fees (including any professional fees and VAT) on a full indemnity basis of Party A incurred in the preparation and completion of each Formal Agreement (and any documents contemplated by it and the Deal) and the approval, supervision and inspection of each relevant Site.

5.3 Party B shall pay its own costs incurred in connection with each Formal Agreement and the Deal, whether or not it proceeds.

6. Third party rights

6.1 This paragraph 6 is legally binding.

6.2 No one other than a party to this letter, their successors and permitted assignees, shall have any right to enforce any of its terms.

7. Governing law

7.1 This paragraph 7 is legally binding.

7.2 This letter, and the negotiations between the parties in connection with the proposed Deal and all disputes or claims (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

8. Jurisdiction

8.1 This paragraph 8 is legally binding.

8.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual

disputes or claims) arising out of or in connection with this letter or its subject matter or formation.

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Signed for and on behalf of Bournemouth, Christchurch and Poole Council

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Signed by [NAME OF DIRECTOR] for and on behalf of [●]

READ ONLY

Annex A: Specifications of Dog Wash Machine

[•]

READ ONLY

Annex B: Form of draft template lease

READ ONLY