

# Heads of Terms for Community Asset Transfer 97/101 Walcot St.

## SUBJECT TO CONTRACT

### Introduction

Bath and North East Somerset Council will finance a scheme to refurbish the existing buildings on basis of plans and specification agreed with Genesis to a maximum value of £100k. On completion Genesis will take a lease based on the principle terms and conditions set out below. Genesis will fund and carry out a scheme of further improvements and fit out to the buildings, subject to prior written approval of B&NES, to a minimum capital value of £60k. Genesis will, subject to prior written approval, submit a planning application for the scheme at their cost. The works by B&NES will be co-ordinated in such a way as to integrate with the subsequent scheme by Genesis.

**Landlord** Bath and North East Somerset Council (B&NES)

**Tenant** Genesis Trust Bath

**Agreement for Lease** B&NES and Genesis will enter into an agreement for lease by which B&NES will carry out the works and Genesis will take the lease on practical completion.

**Property** Land and Buildings as shown outlined in red on the attached plan

**Term** 99 years

**Rent** £17,000 pa

**Abatement of Rent** The rent will be abated to a peppercorn subject to the tenant satisfying the landlord that:

- The tenant has in place a constitution that is sufficient and does not conflict with the Visions and Values of Bath and North East Somerset Council.
- There is a robust business plan in place.
- The tenant has competent members/trustees (or access to appropriate advice) who can manage money, understand maintenance and repair of buildings etc.
- The tenant is adequately funded or able to raise adequate funds.
- Every five years it will submit to the landlord, at the landlord's request, information that will satisfy the landlord that the conditions continue to be complied with. If, upon review, concerns are raised regarding compliance, a more regular programme may be put in place at the Landlord's discretion.

**Use** **Not** to use the premises otherwise than for the purposes set out in the constitution in line with the aims objectives and constitution as set out in the governing articles.

**Keep Open** To make the building available and keep it open for the permitted use throughout the term of the lease.

<b>Alienation</b>	Assignment	Permitted to another Charitable organisation with similar aims, subject to absolute consent of B&NES
	Sub-letting of whole	Permitted as above
	Subletting of part	Permitted only for a connected organisation.

**Repair** The tenant to be responsible for keeping the building in good and tenable condition throughout the term of the lease and to yield it up in this condition at the end of the term. The landlord will retain responsibility for and repair / maintenance of the retaining wall at the rear of the site.

**Insurance** The tenant will put and keep in place, with a reputable provider, buildings insurance covering the normal risks and will, on request, provide evidence of the annual renewal to the Landlord. The tenant will be responsible for providing their own contents and public liability insurance.

**Alterations** No alterations permitted to the structure or exterior of the premises without the consent of the landlord (such consent not to be unreasonably withheld). Internal non-structural alterations permitted details of which to be notified to the landlord in advance.

**Lease Break** The tenant may, on the fifth anniversary of the grant of the lease and every five years thereafter, bring the lease to an end upon six months' written notice, to expire no sooner than each fifth anniversary and no later than 12 months after the five yearly anniversary, subject to all terms and conditions of the lease having been complied with. In this event, there will be no reimbursement of costs to Genesis for value of works.

Signed on behalf of:

Genesis Trust

Bath & North East Somerset Council