

**Appendix 2 - BEAUMONDS, PADLEIGH HILL, BATH**

**HEADS OF TERMS (SUBJECT TO CONTRACT)**

**Non-binding until a deed/lease drafted by the Councils Legal Services has been sealed/completed.**

Landlord:	Bath and North East Somerset Council The Guildhall, High Street, Bath BA1 5AW
Tenant:	Name Address Email Contact & Tel No
Premises:	The land and premises comprising Beaumonds, Padleigh Hill, Bath BA2 9DW as shown edged red on the lease plan.
Term:	A maximum term of three years commencing on 1 <sup>st</sup> April 2024.
Rent:	The market rent is assessed at £25,000 per annum payment of which will be abated to one peppercorn/nominal £1.00 pa whilst services are supplied from the property in accordance with the tender. [The rent will be indexed annually to RPI so that on termination the indexed market rent will become payable].
Rental Payments:	Quarterly in advance on the usual Quarter Days
Repairs:	The landlord will be responsible for keeping the property in a good state of repair.
Compliance:	The landlord will undertake responsibility for all compliance issues within the building. The tenant is responsible for the compliance of the Play Equipment.
Garden:	The tenant will keep the gardens and boundary fences in good condition and tidy order.
Repairs:	The landlord will undertake repairs to the property but will not be liable unless advised of their need by the tenant.  However, the tenant to be responsible for any damage caused.
Lease Charge:	An annual charge [reserved as rent] will be levied by the landlord generally to cover internal and external repairs and decorations, maintenance and compliance issues and service contracts.  For the term of the lease the charge will amount to £5,000 per annum payable quarterly in advance which will be indexed annually to the increase in RPI [upwards only]

Decorations:	Tenant to be responsible for keeping the interior well decorated and to redecorate in last year of the term.
Schedule of Condition:	A photographic Schedule of Condition will be attached to the Lease
Permitted Use:	The use of the property as residential accommodation for people with learning difficulties in accordance with the provisions of the Service Agreement. To be operated in full compliance with Ofsted rules and regulations and other local authority requirements.
Insurance:	The tenant will reimburse £1,000 annually toward the landlord's cost of building insurance.  The tenant will take out public liability and any other insurances for children and staff to the amounts specified in the tender.
Outgoings:	The tenant is to be responsible for all outgoing of an annual and recurring nature in respect of the premises such as and including any business rates and utility costs.
Cleaning:	The tenant shall keep the premises including the windows clean.
Alterations:	Not to make any alterations.
Alienation:	Not to assign or sublet either the whole or part of the premises.
Termination:	The landlord or tenant will be able to terminate this contract upon the first day of the following quarter if the contract for services is terminated for any reason.
Legal Costs:	Tenant to reimburse Landlord's legal costs amounting to £2,000 plus VAT.
Security of Tenure:	Lease to be contracted out of the Landlord and Tenant Act 1954.
Inventory:	A list of landlord's fixtures to be attached to the Lease
Conditions	Subject to Tender and Senior Officer Approval