

Heads of Terms for proposed transfer  
of Council assets to Batheaston Parish Council

Agreement For Lease

Premises: Batheaston Gardens (PF19), Leisure area (LA79), Car Park (CP20) and Public Conveniences (WC51) all as outlined in red on the plan and including all boundary fences and walls, having a total area of approx. 0.75 ha.

The entirety of the B&NES titles (details to be advised) will be transferred and in addition the transfer will include any riparian rights such as they may be currently enjoyed by the Landlord

Parties: Bath and North East Somerset Council (Landlord)  
Batheaston Parish Council (Tenant)

Term: An Agreement for Lease leading to the grant of a Lease on satisfaction of conditions

Licence to Occupy: The Tenant will be granted a licence to occupy the whole of the premises during the term of the Agreement for Lease on terms which are comparable to the terms of the proposed Lease.

NB It is also proposed that a licence for the WC block will be granted outside the scope of this Agreement thus allowing the Parish Council to bring back into use the existing disabled WC.

Long Stop Date: [5] years from exchange for the Agreement to be made unconditional. The Agreement will be conditional on the Tenant securing planning permission for redevelopment of the WC block and a relocated access to the Car Park.

Lease: Lease for a term of 99 years with effect from the date of completion. [It may be preferable to grant individual leases of each part and to be discussed]

Rent: Market rent (to be confirmed) but abated to nil subject to the Tenant satisfying the Landlord that it uses the property only for appropriate purposes delivering community benefits.

Use: The Premises are to be used substantially for the general community benefit of the people of Bath and North East Somerset and including community participation in any commercial revenue arising from development. It is acknowledged that a commercial development of the WC block is envisaged under these proposals.

All uses are to be accordance with the statutory rules and obligations of the Parish Council.

Any extension or alteration of user will be subject to Landlord's consent at its absolute discretion.

**Alienation:** No assignment and subletting of whole or part, provided that a lease of the redeveloped WC block will be permitted subject to Landlord's consent not to be unreasonably withheld

Licence to occupy whole or parts will be permitted providing no landlord and tenant relationship is created.

Lettings/Hiring of whole or part without limitation.

**Alterations:** Non-structural internal and external alterations of the building will not require consent. Major structural alterations/redevelopment subject to landlord consent not to be unreasonably withheld.

**Repair:** Tenant to be responsible for full internal and external repair and maintenance of the buildings and all the open areas to be maintained to a standard suitable for its permitted use throughout the term.

**Insurance:** Tenant to insure and maintain buildings insurance against normal risks throughout the term. [Alternatively, the Landlord will retain liability to insure subject to reimbursement of premiums].

**Break Clause:** The Tenant will be permitted to serve 6 months' notice at any time on the Landlord to terminate the Lease, subject to any outstanding claims under the Lease. On expiry of the notice the Premises will revert to the Landlord and no compensation will be payable for any works of any nature carried out by the Tenant.

**Conditions:**

- a) Contract
- b) Cabinet approval to the principle of the transfer
- c) Approval of these heads of terms by both parties