

Salford Community Library Heads of Terms for grant of lease

SUBJECT TO CONTRACT

Introduction

B&NES are proposing to pass responsibility for managing the library to a community group. The Salford Community Association have indicated their interest in taking it on as a community library and these terms would form the basis for the lease

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

Tenant Salford Community Association

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

Term [] years.

Rent £0.00 pa [with a rent review each five years based on RPI formula].

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.
- 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.
- An annual report will be submitted to B&NES providing information that will satisfy the landlord that the conditions continue to be complied with.

Use

Premises will be used only as a community library and ancillary uses realising community benefits.

Disposal of lease

It may be permissible to assign or sublet the lease to another charitable organisation with similar aims, subject to absolute consent of B&NES.

Hiring out of space is permitted providing that no landlord and tenant relationship is created.

Repair

The tenant is to be responsible for keeping the building in good and tenantable condition throughout the term of the lease and to yield it up in this condition at the end of the term. SCA is to carry out a survey to satisfy themselves as to the obligations they are taking on.

Insurance

B&NES will continue to insure the buildings, covering the normal risks, subject to reimbursement of the premium. 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 serve six months' written notice to bring the lease to an end to expire on each anniversary of the grant of the lease, subject to all substantive terms and conditions of the lease having been complied with.

Lease to be contracted out of Landlord and Tenant Act 1954 provisions relating to security of tenure.

Conditions

Contract
Single Member Decision
Satisfactory survey

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