

Radstock 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 Radstock Town Council who 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 Radstock Town Council (RTC) provided that the prospective tenant is able to evidence 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.

Property Land and Buildings as shown outlined in red on the attached plan *Title plan may be adequate but to be confirmed*

Term 4 years to commence 1 April 2019 *This ties in with the term of the Library Agreement*

Rent £10300 pa **The rent will be abated to a peppercorn** subject to the tenant satisfying the landlord that it uses the premises solely in pursuance of the Permitted User and an annual report will be submitted to B&NES providing information that will satisfy the landlord the conditions continue to be complied with throughout the term.

Outgoings The Tenant will be responsible for all outgoing, such as business rates and utilities in relation to the use and occupation of the property.

Permitted Use Premises will be used principally as a community library and ancillary uses realising community benefits in accordance with the terms of the Library Agreement and as a secondary use as office accommodation for the Town Council and B&NES Bright Start Children's Centres only. *An SLA will be put in place between the Town Council and Bright Start Children's Centre that will permit use for office space, activities and access needs by the organisation.*

Disposal of lease Assignment or subletting not permitted.
Hiring out of space is permitted providing that no landlord and tenant relationship is created.

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. RTC is advised to carry out a survey to satisfy themselves as to the obligations they are taking on. *B&NES will consider items raised in the survey but will not be committed to carry out any works prior to grant of lease.*

Compliance obligations Carry out all periodic compliance inspections and testing which are required of a responsible building occupier including but not limited to legionella, fire risk assessment, fire alarm, emergency lighting, radon.

Insurance B&NES 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. Internal non-structural alterations permitted details of which to be notified to the landlord in advance.

Lease Break The tenant may serve three month's 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 LL and T Act 1954 provisions relating to security of tenure.

Conditions Contract
Formal Council approval (by Single Member Decision)
Satisfactory survey by tenant
Satisfactory planning approval for the intended use if required.

KAM 200219