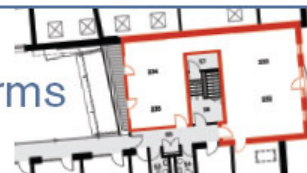


Leasing Business Premises: Model Heads of Terms



This document is one of three component parts of the Code for Leasing Business Premises in England and Wales 2007

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Note: These Model Heads of Terms follow a similar format to the Code for Leasing Business Premises: Landlord Code.

1.1	Property address	Gloucester Road, Larkhall, Bath BA1 7BL
1.2	Landlord/Proprietor	The Official Custodian for Charities of Harmsworth House, 13-15 Bouverie Street, London EC4Y 8DP C/o Alice Park Trust Sub Committee Bath & North East Somerset Council Registered office: Guildhall, High Street, Bath, BA1 5AW Correspondence address: Legal & Democratic Services, Guildhall, High Street, Bath BA1 5AW Contact name: Marie Todd E-mail: Marie_Todd@bathnes.gov.uk Telephone: 01225 394414
1.3	Tenant	Bath & North East Somerset Council Parks & Green Spaces (Environmental Services) Correspondence address: Royal Victoria Park, Bath, BA1 2LZ Contact name: Mark Cassidy, Team Manager Parks and Bereavement Services E-mail: mark_cassidy@bathnes.gov.uk Telephone: 01225 396811
1.4	Rent	Reserved Rent: Peppercorn Payment dates: Annual. Is the property VAT elected? No
1.5	Rent free period (and other Incentives)	N/a
1.6	Type of lease	Lease
1.7	Landlord's initial works (including timing)	N/a
1.8	Tenant's initial works (including timing)	Construction of a Skate Park. To be dealt with by a Licence for Alterations (or appropriate document) and is conditional on obtaining any requisite consents and budget allowance.
2.0	Guarantor/rent deposits	N/a
3.0	Lease length, breaks, extensions and rights	N/a.

3.1 **Lease length and start date** 25 years from term commencement date (term commencement date to be date of lease).

3.2 **Break clauses or renewal rights** Tenant only break clause, no conditions, at years 15 and 20. Six months prior written notice.

3.3 **1954 Act protection** No

3.4 **Rights** To be determined, following legal instruction.

4.0 **Rent reviews** N/a.

5.0 **Assignment and subletting – See check box >**

	Prohibited	If not prohibited Is CNUW	Permitted without consent
Assignment of whole	Yes		
Sub-Lease whole	Yes		
Sub-Lease part	Yes		
Sub-sub-lease	Yes		
Concession	Yes		
Group sharing	Yes		

For sub lettings consider: Maximum number of occupiers, limitations
Code requires sub-lettings to be at market rent.
CNUW = Consent not to be unreasonably withheld.

6.0 **Services and service charge** N/a

Note: Owners and Occupiers should be aware of the RICS 2006 Code of Practice on Service Charges in Commercial Property and seek to observe its guidance in drafting new leases and on renewals.

7.0 **Repairing obligations** Full repairing. The tenant to keep the demised area in good repair.

7.1 **FRI and schedule of condition** a) is it full repairing?; **Yes**
(b) is it the Landlord who repairs and recovers the cost, or the Tenant who repairs at its own cost?; **Tenant.**
(c) is there to be a schedule of condition? No

7.2 **Collateral warranties** N/A

8.0 **Alterations and use** Alterations to be permitted.

8.1 **Alterations - See check box >**

	Prohibited	If not prohibited Is CNUW	Permitted without consent
External			Yes
External structural			Yes
Internal structural			Yes
Internal non structural			Yes

8.2 **Permitted use** Skate Park and ancillary recreational use.

9.0 **Insurance**
(a) Tenant to insure. Standard Council Policy Terms
(b) Will terrorism be an insured risk? Tenant to insure on Standard Council Policy Terms
(c) Mutual break clause on: Tenant to insure on Standard Council Policy Terms

10.0	Lease management	N/a
10.1	Dilapidations	At the end of the term, however arising, the Tenant shall (unless the Landlord requires otherwise) reinstate the land comprising the demised area to grassland to the Landlord's reasonable satisfaction.
11.0	Other issues	Subject to Charity Commission approval.
11.1	Rates and utilities	Tenant to be directly liable for all outgoings associated with the facility, if applicable.
11.2	Legal costs	Each party to pay their own costs.
11.3	Conditions	Subject to Contract and Council approval; Subject to Charity Commission Approval
11.4	General	N/a.
11.5	Landlord's solicitors	Veale Wasbrough Vizards LLP Company address: Narrow Quay House, Narrow Quay, Bristol BS1 4QA Contact name: Daniel Pinheiro, Paralegal E-mail: dpinheiro@vww.co.uk Telephone: 0117 925 2020 Fax: 0117 925 2025 Direct Dial: 0117 314 5386
11.6	Tenant's solicitors	Bath & North East Somerset Council Registered office: Guildhall, High Street, Bath BA1 5AW Correspondence address: As above Contact name: Nicola Scott E-mail: nicola_scott@bathnes.gov.uk Telephone: 01225 395123
11.7	Timing and other matters	31st July 2019.
11.8	No contract	These Heads of Terms are subject to contract and Council approval.
11.9	Landlord's agent(s):	Bath & North East Somerset Council Registered office: Guildhall, High Street, Bath BA1 5AW Correspondence address: Property Services, Lewis House, 2 – 4 Manvers Street, Bath BA1 1JG Contact name: Andrea Frow E-mail: andrea_frow@bathnes.gov.uk Telephone: 01225 477242
11.10	Tenant's agent(s):	To be advised