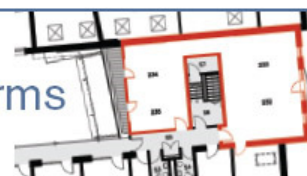


## Leasing Business Premises: Model Heads of Terms



### 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	<b>Property address</b>	Gloucester Road, Larkhall, Bath BA1 7BL
1.2	<b>Landlord/Proprietor</b>	<p>The Official Custodian for Charities of Harmsworth House, 13-15 Bouverie Street, London EC4Y 8DP</p> <p>C/o Alice Park Trust Sub Committee</p> <p>Bath &amp; North East Somerset Council Registered office: Guildhall, High Street, Bath, BA1 5AW Correspondence address: Legal &amp; Democratic Services, Guildhall, High Street, Bath BA1 5AW Contact name: Marie Todd E-mail: <a href="mailto:Marie_Todd@bathnes.gov.uk">Marie_Todd@bathnes.gov.uk</a> Telephone: 01225 394414</p>
1.3	<b>Tenant</b>	<p>Bath &amp; North East Somerset Council Leisure and Business Development (Environmental Services) Correspondence address: Lewis House, Manvers Street, Bath, BA1 1JG Contact name: Marc Higgins, Team Manager - Leisure and Business Development E-mail: <a href="mailto:marc_higgins@bathnes.gov.uk">marc_higgins@bathnes.gov.uk</a> Telephone: 01225 396423</p>
1.4	<b>Rent</b>	<p><b>Reserved Rent:</b> Peppercorn Payment dates: Annual. Is the property VAT elected? No</p> <p><b>Operating Surplus:</b> The Tenant may enter into a sub lease and appropriate operating agreement with a Sub Tenant. The agreement will provide that any surplus remaining pursuant to the operating agreement(s) after deductions have been made by the Tenant under the operating agreement which will comprise all costs and expenses including (but not limited) to funding costs will be shared 20% to the Tenant and 80% to the Landlord. Calculations to be provided and payment to be made 60 days after the end of the relevant year.</p>
1.5	<b>Rent free period (and other Incentives)</b>	N/a
1.6	<b>Type of lease</b>	Lease
1.7	<b>Landlord's initial works (including timing)</b>	N/a
1.8	<b>Tenant's initial works (including timing)</b>	

Construction and refurbishment of six tennis courts, pavilion and associated land. To be dealt with by a Licence for Alterations (or appropriate document) and is conditional on obtaining any requisite consents and funding.

2.0	<b>Guarantor/rent deposits</b>	N/a
3.0	<b>Lease length, breaks, extensions and rights</b>	N/a.
3.1	<b>Lease length and start date</b>	25 years from term commencement date (term commencement date to be date of lease).
3.2	<b>Break clauses or renewal rights</b>	N/a
3.3	<b>1954 Act protection</b>	No
3.4	<b>Rights</b>	To be determined, following legal instruction.
4.0	<b>Rent reviews</b>	N/a.

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

	<b>Prohibited</b>	<b>If not prohibited Is CNUW</b>	<b>Permitted without consent</b>
Assignment of whole		Yes	
Sub-Lease whole		Yes	
Sub-Lease part		N/A	
Sub-sub-lease		N/A	
Concession		N/A	
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	<b>Services and service charge</b>	N/a
<p>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.</p>		
7.0	<b>Repairing obligations</b>	Full repairing. The tenant to keep the demised area in good repair.
7.1	<b>FRI and schedule of condition</b>	a) is it full repairing? <b>Yes</b> (b) is it the Landlord who repairs and recovers the cost, or the Tenant who repairs at its own cost?; <b>Tenant.</b> (c) is there to be a schedule of condition? <b>Yes</b>
7.2	<b>Collateral warranties</b>	N/A
8.0	<b>Alterations and use</b>	Alterations to be permitted.
8.1	<b>Alterations - See check box &gt;</b>	

	<b>Prohibited</b>	<b>If not prohibited Is CNUW</b>	<b>Permitted without consent</b>
External			Yes
External structural			Yes
Internal structural			Yes

Internal non structural			Yes
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8.2	<b>Permitted use</b>	Tennis Courts, WC and ancillary recreational use.
9.0	<b>Insurance</b>	(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	<b>Lease management</b>	N/a
10.1	<b>Dilapidations</b>	Tenant to reinstate at the end of the lease, limited by photographic Schedule of Condition.
11.0	<b>Other issues</b>	Subject to Charity Commission approval.
11.1	<b>Rates and utilities</b>	Tenant to be directly liable for all outgoings associated with the facility, if applicable.
11.2	<b>Legal costs</b>	Each party to pay their own costs.
11.3	<b>Conditions</b>	Subject to Contract and Council approval; Subject to Charity Commission Approval; Subject to capital funding terms and conditions.
11.4	<b>General</b>	N/a
11.5	<b>Landlord's solicitors</b>	Veale Wasbrough Vizards LLP Company address: Narrow Quay House, Narrow Quay, Bristol BS1 4QA Contact name: Daniel Pinheiro, Paralegal E-mail: <a href="mailto:dpinheiro@vww.co.uk">dpinheiro@vww.co.uk</a> Telephone: 0117 925 2020 Fax: 0117 925 2025 Direct Dial: 0117 314 5386
11.6	<b>Tenant's solicitors</b>	Bath & North East Somerset Council Registered office: Guildhall, High Street, Bath BA1 5AW Correspondence address: As above Contact name: Nicola Scott E-mail: <a href="mailto:nicola_scott@bathnes.gov.uk">nicola_scott@bathnes.gov.uk</a> Telephone: 01225 395123
11.7	<b>Timing and other matters</b>	31st July 2019.
11.8	<b>No contract</b>	These Heads of Terms are subject to contract and Council approval.
11.9	<b>Landlord's agent(s):</b>	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: <a href="mailto:andrea_frow@bathnes.gov.uk">andrea_frow@bathnes.gov.uk</a> Telephone: 01225 477242
11.10	<b>Tenant's agent(s):</b>	To be advised