

Heads of Terms for Lease of Peasedown St John Youth Hub, to be re-named The Hive Community Centre

Subject to contract

Landlord	Bath and North East Somerset Council
Tenant	Parochial Church Council of St John's Church (Registered Charity Number 1154112)
Premises	Land and buildings as shown on the attached plan, together with all fixtures and fittings which exist on the premises on the date of the lease. These are part of the Landlord's registered title, number ST228858.
Term	30 years from the date of the lease.
Security of Tenure	Lease to be contracted outside Landlord and Tenant Act 1954 renewal provisions.
Break Notice	<p>The Tenant may bring the lease to an end upon six month's written notice, subject to all terms and conditions of the lease having been complied with. No compensation will be payable for improvements carried out.</p> <p>The Landlord reserves the right to terminate the lease in the event major repairs are identified which indicate the building (in particular the roof or structure) has reached the end of its economic life.</p>
Permitted Use	The provisions relating to use are set out in an accompanying Service Level Agreement. The premises are to be used for the provision of open access positive activities for young people and for the general community benefit of the people of Bath and North East Somerset, and in particular the residents of Peasedown St John. This will be implemented through the hire of public rooms and catering facilities to deliver services and activities that improve wellbeing in the community, benefiting children, young people, families and older residents.
Market Rent	The market rent is £43,000 per annum, subject to 5 yearly review by reference to Retail Price Index
Abatement of Rent	In accordance with Circular 6/03 under the Local Government Act 1972 General Disposal Consent 2003, the market rent will be abated to a peppercorn rent subject to the Tenant satisfying the Landlord (with reference to the Service Level Agreement) that throughout the lease, the Tenant complies with the terms of the Service Level Agreement and a robust business plan is in place showing the Tenant's intention to comply with the Service Level Agreement in a manner that is commensurate with improvements to economic, social or environmental wellbeing in the area to be delivered from the

	<p>project.</p> <p>The terms of the Service Level Agreement will be reviewed and updated annually, but the principle of maintaining positive open access for young people will be retained.</p>
Lease Pre-requisites	<p>The Tenant must have the following in place:</p> <ol style="list-style-type: none"> 1. A constitution that is robust and sufficient, which has the explicit support of the wider community and is compatible with the vision, values and priorities of Bath and North East Somerset Council, as at the time the lease is signed. The Tenant reserves the right to make changes to the constitution in the future. 2. Competent Trustees (or access to appropriate advice) who can manage money, understand maintenance and repair of buildings etc. 3. Adequate funding (or can demonstrate how they will raise adequate funds). <p>NB It has been agreed that prior approval of the Business Plan and submission of Annual Accounts each year will be sufficient evidence to satisfy 1-3</p> <ol style="list-style-type: none"> 4. A robust business plan showing how all this can be delivered and identifying commensurate improvements to economic, social or environment wellbeing in the area to be delivered from the project.
Insurance	<p>The Landlord will procure buildings insurance covering the normal risks and the Tenant will reimburse the Landlord the cost of the annual premiums of putting this insurance in place</p> <p>The Tenant is responsible for providing their own contents and public liability insurance.</p>
Premises Costs	<p>The Tenant will be responsible for all other outgoings including business rates and utilities in relation to the use and occupation of the property.</p>
Enabling Works	<p>The Landlord shall carry out works to the premises as agreed by the Schedule of Works either prior to the asset transfer or within a reasonable period of time thereafter (and within 6 months).</p>
Repair and Maintenance	<p>The Tenant will be responsible for keeping the entire premises in good and tenable condition throughout the term of the lease but excluding liability for the structural integrity of the building including roof which will all remain the responsibility of the Landlord.</p> <p>The Tenant shall yield the premises up in this condition at the end of the lease term and would not be expected to return it to the condition it was in at the start of the original lease.</p> <p>The Landlord shall be responsible for the direct costs of removal of asbestos identified as a result of any proposed alterations but for the avoidance of doubt that does not extend to consequential costs that may be incurred by the Tenant.</p>

	<p>The Tenant will 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 and Radon gas.</p>
Alterations	<p>The Tenant can only make alterations to the structure of the premises with the prior consent of the Landlord (and such consent is not to be unreasonably withheld).</p> <p>Internal alterations are permitted but are to be notified to the Landlord. This includes such internal fitting out necessary to make the premises fit for permitted and intended use.</p> <p>It is acknowledged that if asbestos is identified by the Tenant in contemplation of carrying out any alterations and the cost of removal is to be borne by the Landlord, then the Landlord would have the right to refuse consent if that cost is disproportionate to the value of the building.</p>

	Assignment	Not permitted
	Sub-letting of whole	Not permitted
	Sub-letting of part	Permitted subject to Landlord's consent. Such consent will not be unreasonably withheld. (This will not prevent hiring out space to community groups).

Agreed June 2019