

Heads of Terms for lease of Land at Wedmore Road, Saltford

(Tennis Courts)

(26th March 2020 revision)

Subject to formal Council approval and Contract

Landlord	Bath and North East Somerset Council
Tenant	Saltford Lawn Tennis Club (Charitable Incorporated Organisation, Registered Charity nr 1183060)
Demise	Land edged red on the attached plan. On the land shaded yellow, this includes up to but not including the kerb stones to the car park and includes both sides of the hedge on the north side of the tennis courts. On the west side of the courts the demised area includes the fence surrounding the tennis courts but not land or hedge beyond (hatched purple).
Term	99 years with effect from completion of the lease (outside the provisions of the Landlord and Tenant Act 1954).
Break clause	The Tenant may terminate the lease upon six month's written notice at any time, subject to all terms and conditions of the lease having been complied with. In the event no compensation will be payable for any improvements carried out.
Permitted use	As a tennis club and for all purposes connected with the use for tennis and other reasonable and lawful genuine fund raising activities for the benefit of the members of Saltford Lawn Tennis Club and to the general community
Partnership Agreement	The Tenant will enter into a Partnership Agreement with the Landlord which will run alongside the lease.
Rent	£1,600 per annum subject to 4 yearly upward only rent

	<p>reviews based on RPI formula</p> <p>The rent will be abated to a peppercorn rent subject to fulfilment of the abatement terms below</p>
Abatement terms/ Annual reporting	<p>In accordance with Circular 6/03 under the Local Government Act 1972 General Disposal Consent 2003, the rent will be abated to a peppercorn rent subject to Salford Lawn Tennis Club satisfying Bath and North East Somerset Council that throughout the terms of the lease:</p> <p>The community benefits are delivered broadly in line with the Business Plan (dated xxx) as updated from time to time.</p> <p>The Business Plan is to be updated if significant change occurs and as a minimum every five years. An annual report will be submitted to B&NES covering all key elements of the Business Plan. The annual report should demonstrate that the broad community benefits set out in the Business Plan are being delivered to the Council. At B&NES request, a review meeting to discuss the annual report will be held.</p> <p>Should B&NES consider that the broad community benefits are not being delivered in order to justify the abated rent, SLTC will be formally notified and will be required to correct the situation within 12 months. If such correction is not made B&NES may at that time remove the abatement of the rent.</p> <p>In addition to the above, B&NES may at any time request an informal meeting to discuss progress of SLTC against its Business Plan.</p>
Repair	<p>The Tenant will be responsible for all repairs, maintenance and statutory compliance within the demised area including the courts, surrounding fence and included hedge. The lease will contain obligations to keep the courts resurfaced to an acceptable standard and in line with LTA guidelines. (i.e. a full repairing lease)</p>
Hedges	<p><u>Hedge shaded yellow</u> The tenant will co-operate and comply with the landlord's requirements for the routine management and maintenance of the hedge in relation to maintaining the safety of the car park. Should the landlord</p>

	<p>have additional requirements for the hedge beyond routine management and maintenance (e.g. the removal of a tree) the tenant will allow the landlord access to carry out such requirements at the landlord's cost.</p> <p><u>Hedge on land hatched purple between the tennis courts and the car park.</u> This hedge will remain the responsibility of the landlord (outside the land demised to the tenant) and if B&NES wish to remove the first 3 trees (counted from Wedmore Road) the tenant would have no objection. The landlord gives no obligations in relation to the hedge relating to its retention in whole or in part although if such removal is being considered then the landlord will prior consult with the tenant to agree mutually acceptable arrangements in the spirit of the CAT, but the tenant recognises the right of B&NES to remove the hedge. In the spirit of the CAT, in order to alleviate cost pressures on the landlord, the tenant will undertake the trimming of all sides of the hedge and the top to an agreed height on behalf of B&NES.</p>
Buildings Insurance	The tenant to hold sufficient insurances with a reputable provider of buildings insurance covering the normal risks to a level to be agreed with the landlord and to produce evidence of insurance to the landlord on an annual basis.
Public liability, contents and other insurances	The tenant to indemnify the landlord against all costs, demands, proceedings however brought at the premises and to hold public liability and other insurances to enable them to meet this commitment. The tenant to produce evidence of insurance to the landlord on an annual basis.
Outgoings	The tenant bears the cost of all business rates and outgoings, to include utility bills.
The new Clubhouse	<p>The lease would detail the proposed new Clubhouse as tenant's works and approval for the works would be given as part of the lease.</p> <p>This approval could also include landlord's consent for installation of bike stands or a picnic table (if to be fixed to the land), if the proposed details/drawings/specification could be provided asap for B&NES consideration, before</p>

	the CAT is entered into.	
Alterations	<p>Alterations other than the above would require landlord's prior consent (not to be unreasonably withheld) save that landlord's prior consent will not be required for internal alterations to the Clubhouse or for minor/cosmetic alterations.</p> <p>Landlord's prior approval (such consent not to be unreasonably withheld) would also be required for removal or significant alteration to the included hedge, such as reducing the height by more than one meter or similar significant cutting.</p>	
Reservations	The landlord will reserve the right to have and maintain car park lights on the land (shaded yellow) without charge.	
Alienation	Assignment	Only to another tennis organisation with the same charitable objectives
	Sub-letting of whole	Only to another tennis organisation with the same charitable objectives.
	Sub-letting of part	Not permitted but this will not prevent the hiring out of space for community groups on terms agreed by users provided no landlord and tenant relationship is created.
Other	The tenant will ensure that no alternations are made either temporary or permanent in the SW corner of the tennis courts that negatively affect the visibility from the adjacent car park entrance/exit.	
Yielding up	The lease will include an obligation for SLTC to yield up the whole site at the end of the term in good condition i.e. the courts maintained and in good repair. The yielding up clause will contain provision for re-instatement of tenant's alterations if required by the landlord. No compensation will be payable for any improvements carried out.	
Fees	Each party to bear their own costs in relation to this transaction.	
Conditions	Without prejudice, subject to contract and subject to	

	Council formal approval.
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