

**Fairfield House, 2 Kelston Road, Bath BA1 3QJ & 27 Burleigh Gardens, Bath.  
BA1 3RR**

**Heads of Terms.**

**Subject to contract**

**Date: 16.06.2022**

<b>Property Address &amp; Demise</b>	Land and buildings comprising Fairfield House [BA1 3QJ] & 27 Burleigh Gardens, Bath [BA1 3RR].	
<b>Landlord</b>	Bath & North East Somerset Council	
<b>Tenant</b>	Fairfield House Bath CIC [CN: 11901221]	
<b>Rent</b>	£1,200 (One Thousand Two Hundred Pounds) per annum payable quarterly in advance.	
<b>Commencement Date</b>	01.09.2022 or other mutually agreed date.	
<b>Permitted Use</b>	Fairfield House	To use the premises for the general community benefit of the people of Bath and North East Somerset and surrounding areas, plus ancillary commercial office space and catering facilities. All use is to be in line with the aims objectives and constitution of the tenant.
	27 Burleigh Gardens	To be used for short term residential purposes on an appropriate residential letting agreement which is to be approved by the Landlord in advance. The premises may also be used for purposes associated with advice and therapy uses and such other purposes that are aligned with the aims and objectives of the tenants constitution Not to be used as a main or principal residence at any time.
<b>Term</b>	A 2 year lease to be contracted out of the security of tenure provisions contained in the Landlord and Tenant Act 1954 –	
<b>Landlord's Initial Works</b>	The landlord will carry out within a set timescale a schedule of repairs and maintenance with the intention of putting the premises in a wind and watertight condition.	
<b>Break Provision</b>	The tenant may serve 1 months' notice to terminate the lease after the first six months of the term, subject to all terms and conditions of the lease having been complied with. No compensation will be payable for any improvements carried	

	out by the tenant.	
<b>Premises Insurance</b>	The landlord will be responsible for buildings insurance	
<b>Contents insurance</b>	The tenant will be responsible for providing their own contents and public liability insurance	
<b>Rates and general running costs</b>	Fairfield House	Landlord to be responsible for occupation costs including utilities, Landlord to be responsible for NNDR [Rates] or to reimburse Tenant where occupier is required to pay.
	27 Burleigh Gardens –	Tenant to be responsible for occupation costs including - - utilities, Landlord to be responsible for council tax or NNDR[Rates] or to reimburse Tenant where occupier is required to pay.
<b>Maintenance &amp; Repairs</b>	The tenant will maintain the interior of the Premises in reasonable repair and yield it up in this condition at the end of the term. It will be necessary to agree a schedule of condition to identify current state of repair prior to the commencement of the lease.	
<b>Building Compliance</b>	The landlord will be responsible for general compliance items such as fire alarms, water testing, electrical testing with some limitations e.g weekly tests to be carried out by the CIC	
<b>Alienation</b>	Fairfield House	Assignment and subletting will not be permitted. Granting licences of part/s will be permitted to create an income stream provided no landlord and tenant relationship is created.
	27 Burleigh Gardens	Assignment and subletting will not be permitted. Granting agreements of part/s will be permitted to create an income stream provided no landlord and

		tenant relationship is created.
<b>Alterations</b>	The tenant shall not make any substantive alterations to the structure or exterior of the premises. Internal alterations will be permitted with prior approval.	
<b>Partnership Agreement</b>	A Partnership Agreement will run in parallel with the lease, that will oblige the tenant to produce a business plan identifying their ability to take on the long term management of the premises, without any financial support, by generating a sustainable income from their operation of the building. The tenant shall provide to the landlord with a quarterly update report providing information showing how the business case is developing and demonstrating active progress with regards to the production of a robust business plan by the end of the lease term.	
<b>Conditions</b>	<ol style="list-style-type: none"> <li>1. Subject to contract</li> <li>2. Formal Approval of terms by Head of Property/Cabinet.</li> <li>3. No binding agreement is created by these heads of terms.</li> <li>4. Early completion of the lease.</li> <li>5. Subject to any technical reports.</li> <li>6. Costs – each party bear their own.</li> </ol>	
<b>Landlords Solicitors</b>	<p>Team Leader Resources  Legal Resources  Bath &amp; North East Somerset Council</p> <p>FAO: Mr Shaine Lewis  Tel: 01225 395279  Email: <a href="mailto:shaine_lewis@bathnes.gov.uk">shaine_lewis@bathnes.gov.uk</a></p>	
<b>Tenants solicitors</b>	<p>Stone King  Upper Borough Court (UBC)  Upper Borough Walls  Bath  BA1 1RG</p> <p>FAO: Thomas Shepherd  Tel: 01225 337599  Email:</p>	