

DRAFT HEADS OF TERMS
FOR AN AGREEMENT FOR LEASE AND A LEASE
Bellfield House, Red Kite Way, High Wycombe

1.0 **Initial information**

Lease to be Code compliant: Yes

1.1 **Property address**

Bellfield House
Red Kite Way
Disraeli
High Wycombe
HP13 5TJ

1.2 **Landlord**

Wycombe District Council (Registered no. [])
Registered office: Queen Victoria Road. High Wycombe. Bucks. HP11 1BB
Correspondence address: Queen Victoria Road. High Wycombe. Bucks. HP11 1BB
Contact name:
E-mail:
Telephone: Fax:

1.3 **Tenant**

Action for Children (Registered no. [])
Registered office:
Correspondence address:
Contact name:
E-mail:
Telephone: Fax:

AGREEMENT FOR LEASE

- 2.0 WDC and Action for Children will enter into an agreement for lease that will precede the lease that will be signed on practical completion and sign off of the fit out works.
- 2.1 The Property is provided completed to shell and core.
- 2.2 The landlord's specification of works to be completed by the landlord is set out in appendix 1, this will be completed at the landlords cost to a maximum value of £50,000.
- 2.2 There is also a specification of works to be completed at the tenant's cost. This is set out in appendix 2.
- 2.3 The fit out specification of both landlord's and tenant's works should be agreed prior to commencement of the works.
- 2.4 Completion of the building works will be agreed with the landlord prior to completion of the lease.

LEASE TERMS

3.0 Rent

£ 1.00 per annum.

3.1 Type of lease

Head Lease

3.2 Lease length

25 years

3.3 Commencement date

1st June 2014 or ten days after practical completion of the works

3.4 Break clauses or renewal rights

- The break clause cannot be exercised until the start of year 5.
- 6 months' notice will be required by either party to end the lease.
- The landlord has the right to break the lease if the tenant does not maintain nor use the site as outlined in the terms of reference (appendix 3)
- The tenant has the right to break the lease if in 2 of 3 preceding years the centre has operated below the agreed break event point.
- In the event of the tenant no longer providing their service due to termination of Bucks County Council's contract, they should provide the landlord with 12 months' notice and,
 - a) Transfer the lease to the new provider, or
 - b) Maintain the lease and the management of the property for community use, in this instance terms of lease will be reviewed.

3.5 1954 Act protection

Excluded

3.6 Rights

The Tenant will be permitted unfettered rights of access to the land at all times for the purposes of the Permitted Use.

3.7 Assignment and subletting

The Tenant will not be permitted to underlet the premises as a whole or in part or to use the premises for primarily commercial purposes. Underletting for community purposes will be permitted subject to Landlord's consent not to be unreasonably withheld.

3.8 Repairing obligations

The Tenant is to maintain the internal and external fabric, all fixtures and fittings of the community centre, as well as parking and surrounding land and everything within the boundary in a good state of repair, and to maintain the land in a visually attractive manner, free of litter, obstructions, weeds and graffiti.

3.9 Alterations

The Tenant will be permitted to undertake alterations to the Premises subject to Landlord's consent not to be unreasonably withheld. Construction of internal partitions do not require the Landlord's consent.

3.10 Permitted use

The Lease will permit use of the site as a community centre, for the operation of a community centre and for hire at affordable rates in comparison with other similar public facilities. The Lease will permit use of the community centre for commercial uses at an economically viable rate for the centre to operate to meet its cost of hire – such uses not to exceed 30% of available hire time. Public access must be maintained and the building and surrounding land managed to provide a safe environment for visitors.

3.11 Insurance

The Tenant is to maintain appropriate insurance of the land, building and service.

The Tenant is to maintain public liability insurance in relation to the community centre and site.

3.12 Dilapidations

Schedule of dilapidations to be prepared by the landlord six months before the termination date.

3.13 Other issues

The landlord will review the service on an annual basis for years 1-5 then every 5 years beyond that to ensure the service is delivered as outlined in the terms of reference.

3.14 Rates and utilities

The tenant is responsible for all utilities and rates.

3.15 Legal costs

Each party to pay own legal costs.

3.16 Conditions

Subject to Committee and Cabinet Approval. Subject to Contract.

3.17 Landlord's solicitors []

Company address:
Contact name:
E-mail:
Telephone: Fax:
Mobile:

3.18 Tenant's solicitors []

Company address:
Contact name:
E-mail:
Telephone: Fax:
Mobile: