

BRAMLEY BATHS BROAD LANE BRAMLEY LEEDS 13

I understand that Friends of Bramley Baths are interested in taking a lease of Bramley Baths.

I am prepared to recommend that Leeds City Council grants them a lease of the premises. The terms will be those contained in the Council's standard form of lease, as summarised below, together with such other terms and conditions as the City Council's Solicitor considers appropriate.

The main terms and conditions to which the lessee will be required to agree will include the following:-

PREMISES

All those premises known as Bramley Baths, as shown blue on the attached plan.

TERM

25 years commencing on a date to be agreed.

RENT

To be a peppercorn, exclusive of rates and all other outgoings.

TENURE

EXCLUSION OF THE TENANT'S RIGHTS UNDER THE SECURITY OF TENURE PROVISIONS OF THE LANDLORD AND TENANT ACT 1954 PT 2 (OR AMENDMENTS)

The lessee's automatic rights to renewal under this or amended legislation are to be excluded from the lease agreement.

PURPOSE

The premises are to be used as a swimming pool, sports and leisure centre.

COSTS

Each party to be responsible for its own costs incurred in the transaction.

SCHEDULE OF MAIN TERMS

The main terms and conditions to which the Lessee will be required to agree will include the following:-

REPAIRS

- (a) To keep in good and tenantable repair and condition:
 - (i) the whole of the premises, including the outside areas.
 - (ii) all windows (including plate glass display windows) the frames thereof and the glass therein;
 - (iii) all doors and the frames thereof and the glass therein;
 - (iv) all electric, gas, water and sanitary apparatus, services and equipment;
 - (v) all fixtures and fittings.
- (b) To decorate the interior of the premises at intervals of not more than five years, and immediately prior to the end of the lease, and to decorate the exterior at intervals of not more than five years, time in each case being computed from the commencement date, such decoration to be in colours and of such materials as shall be approved by the Council.
- (c) To repair any criminal/malicious damage to the premises.

GENERAL

1. The tenant may assign the whole of the lease but the parties will be required to agree the inclusion of a provision within the lease that is it agreed for the purposes of Section 19(1)(A) Landlord and Tenant Act 1927 that the landlord may withhold consent to an assignment if the proposed assignee is not a non profit making body, registered charity or non profit voluntary organisation.
2. Not to sub-let nor part with possession of the whole of the premises. Sub-letting part shall be allowed, either by way of a sessional letting or sub lease. No sub letting will be for greater than 3 years and shall be contracted out of landlord and tenant legislation.
3. Not to make any alterations or additions to or install any services in the Premises or to the fixtures therein without the previous consent in writing of the Council acting in its capacity as landlord. Such consent to be solely at the discretion of the Council.
4. Not to cause any nuisance, noise or disturbance to occupiers of adjoining property.
5. To indemnify the Council against all claims arising out of the Lessees use of the premises, including malicious damage to the premises by third parties.
6. To pay all other outgoings including but not limited to, rates and utility costs.

7. To ensure adequate building, contents and public liability insurance is in place prior to completion of the lease and to provide a copy of the same to the Council on demand.
8. To be responsible for complying with all requirements of the Director of Environment and Neighbourhoods, the Divisional Commander (Fire Brigade) and all necessary statutory and health and safety requirements and to bear the cost of any such compliance.
9. To keep the premises and any external areas in a clean and tidy condition and free from all litter.
10. Not to display nor permit to be displayed on the premises, or inside the windows, any advertisement, other than an announcement of the Lessees name and business together with details of activities available at the centre.
11. Not to install or permit the use of any gaming or amusement machines in the premises.
12. Not to deposit or leave outside the premises any goods, parcels, furniture, machinery or other articles whatsoever, and all vehicles used in the movement of goods to and from the premises must be loaded and unloaded within the service area where provided, nor to allow the parking of vehicles on adjacent grassed areas.
13. Not to commit any form of physical abuse, racial or other harassment to any servant or agent of the Council or member of the general public.
14. To make suitable arrangements for the disposal of all refuse from the premises.
15. Not to permit or conduct any commercial sale by auction in or on, the premises. Fundraising activities such as table top sales/ summer fete etc., shall be permitted.
16. The Council does not warrant that the building is suitable for the purpose that the proposed tenant intends putting it to. The tenant should therefore satisfy themselves as to the suitability of the building and site prior to entering into any agreement to lease the premises. In this respect the proposed tenant should make arrangements with the Council to carry out surveys/checks they or their professional advisors deem necessary and indemnify the Council against any claims, loss or damage etc. that may arise whilst carrying out such investigations.

I shall be pleased if you will forward to me your written acceptance of the terms, including those contained in the schedule of main terms, as soon as possible, in order that the necessary approvals can be sought and a lease can be prepared. Please note that these proposed terms and any subsequently negotiated changes to them would be subject to the following:-

- Approval of the Director of City Development
- Ward Member agreement