



Stuart Quinn
Bramley Elderly Action
230a Stanningley Road
Bramley
LS13 3BA

**WITHOUT PREJUDICE
SUBJECT TO CONTRACT
SUBJECT TO NECESSARY CONSENTS
SUBJECT TO NECESSARY CONSULTATIONS**

..

Dear Stuart,

BRAMLEY COMMUNITY CENTRE, WATERLOO LANE, BRAMLEY LS13 2JF

I understand from my colleague Neil Charlesworth that Bramley Elderly Action is interested in taking a lease of Bramley Community Centre, as shown on the attached plan.

I am prepared to recommend that Leeds City Council grants you 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 Council's City 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 Community Centre, Waterloo Road, Bramley, as shown red on the attached plan.

TERM

25 years commencing on a date to be agreed.

RENT

Payment of a peppercorn per annum exclusive of VAT, rates and all other outgoings paid on demand.

TENURE

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

Appendix 3 – Draft Heads of Terms

Asset Management Division
The Leonardo Building
2 Rossington Street
Leeds LS2 8HD

If telephoning ask for Melanie Brown
Direct Line (0113) 247 7872
Textphone for Deaf and Hard of
Hearing people (0113) 222 4410
Fax: 0113 24 76386
Email melanie.brown@leeds.gov.uk

Your Ref:
Our Ref: MCB/PS-NL-1271/B849

Date: 4 August 2016



INVESTOR IN PEOPLE

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 community centre and office accommodation. The centre is to be available for use during normal office hours, evenings and weekends if so required and be accessible to all.

LEASE TO LEEDS CITY COUNCIL

It is understood that a lease of part is to be granted to Leeds City Council for office accommodation, the office to be occupied is yet to be agreed.

COSTS

It is understood that Citizens and Communities are to be responsible for the Council's legal and surveyors costs arising from this transaction on this occasion only.

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 and exterior of the premises at intervals of not more than five years, time being computed from the commencement date and immediately prior to the end of the lease, 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. Not to assign the lease.
- 2. Not to sub-let nor part with possession of the whole or any part of the premises without first obtaining the consent of the landlord. Such consent shall not be unreasonably withheld.

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. The premises shall not be used for any purpose that would, or is likely to bring the council into disrepute.
7. To pay all other outgoings including but not limited to, rates and utility costs.
8. 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.
9. To be responsible for complying with all requirements of Leeds City Council, the Divisional Commander (Fire Brigade) and all necessary statutory and health and safety requirements and to bear the cost of any such compliance.
10. It should be noted that there is evidence of asbestos containing material within the premises. Please find attached a copy of the Asbestos Management Plan. On completion of the lease to Bramley Elderly Action will take responsibility for the management of asbestos in the property and undertake regular checks. No works shall be undertaken without reference to the Asbestos Management Plan.

The tenant shall supply copies of all Health and Safety reports to the Council as soon as they become available.

11. To keep the premises and any external areas in a clean and tidy condition and free from all litter.
12. 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 in a form and position approved by the Council in its capacity as landlord.
14. Not to install or permit the use of any gaming or amusement machines in the premises.
16. 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.
17. 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.
18. To make suitable arrangements for the disposal of all refuse from the premises.
19. Not to permit or conduct any commercial sale by auction or otherwise in, or on, the premises.
20. 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 an agreement can be prepared. Please note that these proposed terms and any subsequently negotiated changes to them would be subject to the following:-

- Approval of Executive Board.
- Approval of the Director of City Development.
- Ward Member agreement.

Yours sincerely

A black rectangular box used to redact the signature of the sender.

Melanie Brown
Senior Land and Property Officer
Property Services