

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

Pat McGeever
Health for All (Leeds) Ltd
Tenants Hall Enterprise Centre
Acre Close
Middleton
LEEDS
LS10 4HX

If telephoning ask for Melanie Brown
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WITHOUT PREJUDICE
SUBJECT TO CONTRACT
SUBJECT TO NECESSARY CONSENTS
SUBJECT TO NECESSARY CONSULTATIONS

Your Ref:
Our Ref: MCB/PS-NL-1244/B1021

Date:

Dear Pat

BEESTON VILLAGE COMMUNITY CENTRE

I understand that Health for All is interested in taking a lease of land at St Anthony's Drive, Beeston. I understand you intend to demolish the existing building, which you currently occupy under the terms of your previous lease, and construct a new community centre upon the same site.

I am prepared to recommend that Leeds City Council grants you a lease for this redevelopment. 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 off St Anthony's Drive, as shown blue on the attached plan.

TERM

50 years commencing on a date to be agreed.

USER

Health for All (Leeds) Ltd.

RENT

To be a peppercorn, if demanded exclusive of VAT, rates and all other outgoings, paid quarterly in advance.

PURPOSE

The premises are to be used for the construction of a community centre and associated car parking. Once constructed the centre is to be available for use during normal office hours, evenings and weekends if so required and to be available to everybody regardless of any protected characteristic identified in the Equalities Act 2010 or subsequent legislation.

The premises shall not be used for any purpose that would, or is likely to bring the Council into disrepute.

ACCESS

The site is to be accessed via Town Street, unless otherwise determined by a planning application.

COSTS

Each side to be responsible for their own legal and surveyors costs arising from this transaction.

SCHEDULE OF MAIN TERMS

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

GENERAL

1. Not to assign the lease unless Council consent has been obtained.
2. Not to sub-let nor part with possession of the whole or any part of the premises.
3. Not to cause any nuisance, noise or disturbance to occupiers of adjoining property.
4. To indemnify the Council against all claims arising out of the Lessees use of the premises.
5. To pay all outgoings including but not limited to, rates and utility costs.
6. 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.
7. To be responsible for complying with all requirements of the Director of City Development, the Divisional Commander (Fire Brigade) and all necessary statutory and health and safety requirements and to bear the cost of any such compliance.
8. To keep the premises and any external areas in a clean and tidy condition and free from all litter.
9. 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.
10. Not to install or permit the use of any gaming or amusement machines in the premises.
11. 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.
12. 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.
13. To make suitable arrangements for the disposal of all refuse from the premises.
14. Not to permit or conduct any commercial sale by auction or otherwise in, or on, the premises.

I shall be pleased if you will forward to me your written acceptance of the 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 the Director of City Development.
- Ward Member agreement.

Yours sincerely

Melanie Brown
Senior Land and Property Officer