

Appendix 3 – Draft Heads of Terms

KENTMERE AND MEANWOOD COMMUNITY CENTRES

PREMISES

All those premises known as Kentmere Community Centre, Kentmere Avenue, LS14 and Meanwood Community Centre, Stainbeck Avenue, LS7, shown red on the attached plans.

TERM

50 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 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. 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.

COSTS

It is understood that the Council's Communities and Environment Directorate are to be responsible for the Council's legal 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.
- (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 of the premises without first obtaining consent of the Council. Such consent shall not be unreasonably withheld. Should there be a requirement to sub-let part of the premises then the tenant shall inform the landlord of such intention and the sub-letting will be in an agreed form. Once this form is agreed the tenant shall provide a copy of each completed sub-lease within 28 days of completion.
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 Leeds Community Spaces 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. In addition the tenant and sub-tenants will be allowed to advertise details of their activities within the centre. Nothing not directly relating to the activities of the centre will be allowed to be advertised.
13. Not to install or permit the use of any gaming or amusement machines in the premises.
14. 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. Visitors to the centre should be requested not to park vehicles on adjacent grassed areas.
15. 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.
16. To make suitable arrangements for the disposal of all refuse from the premises.
17. Not to permit or conduct any commercial sale by auction or otherwise in, or on, the premises, unless for charitable purposes.
18. 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