

Appendix 3

HEADS OF TERMS (Subject to Contract)

ST MATTHEWS COMMUNITY CENTRE, ST MATTHEWS STREET, LS11 9NR

- LANDLORD:** Leeds City Council
- LANDLORDS AGENT:** Mel Brown, City Development, Merrion House, 110 Merrion Centre, LS2 8BB
- LANDLORDS SOLICITOR:** Legal Services, Civic Hall, Leeds, LS1 1UR
- TENANT:** Holbeck Together, The Old Box Office, 99 Domestic Street, Holbeck, LS11 9NS. Registered Charity No 1075934
- TENANTS SOLICITOR:** Thomas Jackson, Walker Morris LLP, 33 Wellington Street, Leeds, LS1 4DL.
- PREMISES:** All those premises known as St Matthews Community Centre, St Matthews Street, LS11 9NR, as shown red on the attached plan.
- TERM:** 6 years commencing on a date to be agreed.
- RENT:** Payment of £1 per annum exclusive of VAT. Please note this is subject to receiving formal approval.
- PERMITTED USE:** 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.
- WORKS:** The Landlord acknowledges that the Tenant is proposing to undertake a programme of internal non-structural refurbishment works to the building. The tenant will provide detailed specifications and schedule of works and the Landlord agrees to act reasonably in considering whether to give its consent. The licence for works will be incorporated into the lease.
- REPAIRS:** To keep in good and tenantable repair and condition:
- i) The interior of the premises.
 - ii) All internal doors and door frames.

- iii) All electric, water and sanitary apparatus including the drains up to the point where they connect into the mains system and equipment relating solely to the premises;
- iv) All fixtures and fittings, excluding the boiler.
- (b) The premises should be painted and decorated in the third year of the term and at the end of the term.
- (c) To repair any criminal/malicious damage to the premises.

INSURANCE:

To ensure adequate 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.

GENERAL:

1. The lease may not be assigned.
2. The premises may be sub-let but any subletting must be in a form previously approved by the Council and include provisions to exclude security of tenure under sections 24-28 (inclusive) of the Landlord and Tenant Act 1954. For the avoidance of doubt the tenant shall be permitted to hire out parts of the premises on a sessional basis without reference back to the Council.
3. Other than the works referred to above, the Tenant shall 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. To make suitable arrangements for the disposal of all refuse from the premises.
5. To pay all other outgoings including but not limited to, rates and utility costs.
6. The premises shall not be used for any purpose that would, or is likely to bring the Council into disrepute.

FEES:

Each party to be responsible for their own Legal and Surveyors costs incurred in this transaction.

I confirm agreement to the above heads of terms

Name

Date

Signed on behalf of

Position