

**HEADS OF TERMS  
AGREEMENT FOR GROUND LEASE  
(Subject to Contract)  
(Subject to Council Approval)**

**PROPERTY ADDRESS:** Land at site known as Old Cockburn Sports Hall, Primrose Lane, Beeston, LEEDS, LS11

**LANDLORD:** Leeds City Council, Civic Hall, Leeds LS1 1UR

**LANDLORDS AGENT:** Neil Brearley  
Senior Land & Property Officer  
Email: neil.brearley@leeds.gov.uk  
Tel: 07891 278337

**LANDLORDS SOLICITOR:** TBC Legal Services, Leeds City Council  
Email:

**TENANT:** **Hamara Healthy Living Centre (company number 04537287)** whose registered office is at Tempest Road, Beeston, LEEDS LS11 6RD

**TENANTS SOLICITOR:** Miah Solicitors, First Floor, 327 Roundhay Road, Leeds, LS8 4HT – FTAO Jamil Hussain

**PREMISES:** Land situate and known as Old Cockburn Sports Hall. Plan edged in Red (TBC)

**TERM:** 99 years commencing on date practical completion – existing lease dated 19<sup>th</sup> June 2017 will terminate.

**RENT:** Peppercorn

**RATES:** The tenant will be responsible for the payment of rates taxes and other outgoings of an annual or recurring nature upon occupation/possession of the demised premises or on completion of legal formalities whichever is the earlier.

**ARREARS:** Should the rent become more than 21 days in arrears then interest shall be charged on the outstanding balance at a rate of 4% over the current base rate of the National Westminster Bank or if that base rate stops being used or published then

at a comparable commercial rate reasonably determined by the Landlord.

**RENT REVIEW:** Every 10 Years

**PURPOSE / USE / WORKS** The land is to be used for siting of a new 2 storey of sports/multi use hall with associated changing and ancillary facilities and community hub including office spaces, cafe and training facilities building in accordance with the planning permission granted 18/02/2022 (application number 20/06679/FU). (the redevelopment)

The above to be developed once the existing building has been demolished to the satisfaction of the Council and the existing lease dated 19/06/2017 has terminated. All necessary consents and permissions will need to be granted by the Council.

Not to keep any animals/livestock on the site except those agreed in writing with the Council.

**UTILITIES** The Tenant shall pay all costs of all outgoings in connection with the supply for the premises of electricity, gas, and water and all other service media to the premises.

**BREAK CLAUSE:** None

**HOURS OF USE:** In accordance with planning permission requirements.

**REPAIRS:** The tenant will keep the whole of the land and building that they have placed on the site in good and tenable repair and condition including all fencing surrounding the site and paths, surfaces etc within its boundary.

**INSURANCE** The tenant to be responsible for all necessary and have in adequate insurances for the site.

**INDEMNITY** The Tenant shall keep the Landlord indemnified against all expenses, costs, claims, damage and loss arising from any breach of any tenant covenants in the lease, or any malicious damage cause to the Premises, or any act or omission of the Tenant, or its workers, contractors or agents or any other

person on the Premises or the Building the Car Park or the Roadway with the actual or implied authority of any of them.

**ASSIGNMENT AND  
SUBLETTING:**

Not to assign or sublet the part or whole.

**OTHER TERMS:**

1. Not to make any alterations or additions to the land 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.
2. To ensure adequate public liability insurance is in place on completion of the lease and to provide a copy of the same to the Council on demand.
3. To make suitable arrangements for the disposal of all refuse from the premises.
4. The Tenant shall not use the Premises as a betting shop, sex shop, amusement arcade or permit the use of any gaming machine or other equipment or software which may be used for gambling or betting.
5. Not to do or permit or suffer to be done on the Premises anything which may be or become or cause an annoyance actionable nuisance damage disturbance injury or danger to the Council or other occupiers of the Building or the owners lessees or occupiers of any premises in the neighbourhood.
6. Not to use or permit or suffer the Premises or the Common Parts to be used for any public or political meeting or public exhibition or public entertainment show or spectacle or any dangerous noisy noxious or offensive business occupation or trade or for any illegal purpose or for residential or sleeping purposes (except the first floor residential accommodation) or for betting gambling, gaming or wagering or as a betting office.
7. At all times to comply in all respects with the provisions and requirements of all legislation and all consents permissions and conditions (if any) granted or imposed thereunder so far as the same respectively relate to or affect the Premises.
8. The lease be contracted out of the LTA 1954.
9. Not cut, lop off or fell heritage trees or any other trees within the demised boundary without Leeds City Council written consent.

10. CDM Regulations – Tenant to be responsible to comply with the Construction (Design & Management) Regulations 2015 (CDM2015)

11. The agreement for lease is subject to a satisfactory business case being completed and approved by all necessary departments within the Council.

12. The agreement for lease is conditional on the tenant meeting all necessary funding elements of the redevelopment and can demonstrate that all elements can be adequately funded to complete the redevelopment to the satisfaction of the Council.

**Costs:**

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

**Yield Up**

At the end of the lease (however determined) to deliver up to the Landlord with vacant possession (tenant's and trade fixtures excepted) the Premises so repaired maintained decorated and cleaned as required by the Lease.

The lease will also include such other terms and conditions as required by the Council's Solicitor.

I confirm agreement to the above heads of terms

Name .....

Date .....

Signed on behalf of .....

Position .....