



HEADS OF TERMS
THE BARN, BRIXHAM ENTERPRISE ESTATE, REA BARN ROAD, BRIXHAM
TQ5 9DF

SUBJECT TO CONTRACT

Landlord:	The Council of the Borough of Torbay Castle Circus Torquay TQ1 3DS (hereinafter referred to as 'The Landlord')
Landlord's Solicitor:	Torbay Council Legal Department
Head Landlord:	Torbay Economic Development Company Ltd Tor Hill House Union Street Torquay TQ2 5QW (hereinafter referred to as 'The Head Landlord')
Tenant:	TBC
Tenant's Solicitor:	TBC

- 1. Premises**

Means All THAT land and building comprised within the definition of the building shown outlined red and the car parking spaces shown outlined red and coloured blue on the attached plan save for that space currently let to Play Torbay by way of lease dated 1st November 2016. This space is shown outlined green on the Floor Plan attached and represents 10.6% of the Building.
- 2. Building**

The Barn, Brixham Enterprise Estate, Rea Barn Road, Brixham TQ5 9DF.
- 3. Estate**

Brixham Enterprise Estate, Rea Barn Road, Brixham as shown edged Pink on the site plan attached.
- 4. Lease**

The Lease will be for the use of the Premises save for that space currently let to Play Torbay by way of lease dated 1st November 2016. This space is shown outlined green on the Floor Plan attached and represents 10.6% of the Building.

The Tenant shall have a right of access over such Communal Parts of the Building as shall from time to time be designated by the Landlord, in common with other

occupiers of the Building and all others permitted by the Landlord, for the purpose of accessing the Premises.

- 5. Term**

9 years from and including the commencement date of the lease. The lease is to be contracted outside of the Landlord & Tenant Act 1954 (Sect 24-28) Security of Tenure Provisions.
- 6. Rent**

The rent shall be at a Peppercorn.
- 7. Insurance Rent**

The Head Landlord shall keep the Building insured against loss or damage by fire and other perils.
- 8. Service Charge**

The Tenant is to pay all proper and reasonable outgoings of whatever nature in relation to the Premises including business rates and utility costs (including standing charges and taxes payable on utility costs) associated with the running of the premises.

The Tenant shall also pay an additional rent of such sum to comprise part of the Service costs in relation to the services provided in Section 11 – Services.
- 9. Relevant Proportion**

89.4%.
- 10. Interest**

The Tenant shall pay interest at the rate of 4% above the base rate of the Landlord's principal bankers on payments received more than 45 days after the contractual date.
- 11. Condition**

The Premises to be taken in the condition evidenced by the Photographic Schedule of Condition annexed to the lease.
- 12. Services**

The Services to be provided by the Landlord shall include but not be limited to the following;

 - Maintain and repair of all Landlord fixtures and conduits serving the Building.
 - Heating and lighting the communal areas and the Premises.
 - The supply of hot and cold water and other appropriate services to the Premises.
 - Maintenance and repair of the lift, roof and structure of the Building.
 - Maintenance of any security alarms within the Building.
 - The cost of a fair and proportionate part to be determined the Head Landlord (based on the area of the Building as a percentage of the total lettable area of the Estate) of the cost for repairing, maintaining and cleaning the common estate areas.
 - Insurance of the Building.
 - ~~Undertaking checks of the Premises including; fire alarm, emergency lighting, fixed and portable fire~~

equipment, fixed electrical installation testing, PAT testing of equipment provided by the Landlord in the Premises and Common Parts, water safety and quality checks, gas appliance safety of equipment provided by the Landlord in the Premises and Common Parts, gas pipe-work safety, ventilation system, glazing safety and asbestos register & management plan.

13. Tenant's Repairs / Checks

The Tenant shall keep the Premises and all tenants trade fixtures in good and tenantable repair and condition, save for the Tenant is not obliged to put the Premises into any better condition than is evidenced by the Photographic Schedule of Condition subject to fair wear and tear, and to yield up the Premises in such condition on expiry or earlier determination of the Lease.

The Tenant shall be required (subject to satisfying the Landlord of competence and ability) to undertake the following property checks:

- Undertaking checks of the Premises including; fire alarm, emergency lighting, fixed and portable fire equipment, fixed electrical installation testing, PAT testing of equipment provided by the Landlord in the Premises and Common Parts, water safety and quality checks, gas appliance safety of equipment provided by the Landlord in the Premises and Common Parts, gas pipe-work safety, ventilation system, glazing safety and asbestos register & management plan.

14. Use

The Tenant shall not use the Premises other than for the purpose of providing children centre service for the Landlord under this contract. The Landlord will consider ancillary uses where these uses enhance the service or support the financial sustainability of the service in the future. Any new ancillary commercial uses are subject to Landlord approval.

The Landlord reserves the right to adjust the rent payable to reflect the benefit of any new use.

15. Alienation

The Tenant shall not underlet the whole or part of the Premises. The Tenant shall not assign the whole of the Premises.

16. Insurance & Indemnity

The Landlord shall insure the building against damage by fire but not the contents or for any consequential loss.

The Tenant will indemnify the Landlord against all claims

proceedings etc. resulting from death, personal injury and loss or damage to property arising from the grant of the Lease except in as far as any death or personal injury is attributable to the negligence or the wilful default of the Landlord, its employees or its agents.

The Tenant shall hold and maintain Public Liability Insurance and Employers Liability Insurance each in a minimum sum of £5,000,000 (Five million pounds) for each and every claim, but otherwise unlimited during the period of the policy. The policy to be upon such terms and with such an insurance company as may reasonably be required by the Landlord.

17. Advertisements

The Tenant shall be permitted to display signage within the communal reception area and on the exterior of the building of a size, quantity, type and design to be agreed with the Landlord, and to be subject to planning consent.

The Tenant shall not display any other signs or advertisement in or on, or so as to be visible from the exterior of the Premises without the Landlord's prior written consent.

18. Alterations

The Tenant shall not make any structural or external alterations or additions to the Premises.

The Tenant shall not make any non structural internal alterations including the installation and removal of non-structural, demountable partitioning, without the consent of the Landlord.

The Landlord reserves the right to demand reinstatement of the Premises on expiry or earlier determination of the lease.

19. Legislation

The Tenant shall comply in all respects and at its own cost with any legislation, statute, bye law or regulation so far as they may relate to the Tenant's occupation and use of the Premises.

The Tenant shall be responsible for undertaking health and safety checks within the Premises to the Tenant's own equipment.

The Landlord shall be responsible for undertaking checks of the Premises including; fire alarm, emergency lighting, fixed and portable fire equipment, fixed electrical installation testing, PAT testing of equipment provided by the Landlord in the Premises and Common Parts, water safety and quality checks, gas appliance safety of equipment provided by the Landlord in the Premises and Common Parts, gas pipe-work

safety, ventilation system, glazing safety and asbestos register & management plan.

20. Illegal or Immoral Uses

The Tenant shall not use the Premises or any part thereof or permit it to be used for any illegal or immoral purposes.

21. DBS Check

The Tenant undertakes to obtain a DBS check, and any other reasonable checks, on each and every employee or volunteer working within the Children Centre in advance of any contact with children. If any check reveals any disclosure the person shall not be allowed in contact with children until agreement has been obtained from the Landlord.

22. Nuisance

The Tenant shall not do, or permit to be done within the Premises anything which in the opinion of the Landlord may be a nuisance or an annoyance to the Landlord or occupiers of adjoining or neighbouring premises.

The Tenant shall not trade outside of the Property nor on the street fronting the Building. The Tenant shall not solicit or tout or use megaphones, loudspeakers or other noise producing instruments or apparatus on the Premises or within the Building.

23. Hygiene

The Tenant shall keep the Premises and any equipment on the Premises in a hygienic condition.

24. Break Option

On serving 6 months prior written notice to the other party, either party may terminate the lease on the 5th anniversary of the term and any point thereafter.

If the Service Contract is terminated this lease will also end.

25. Forfeiture

In the event of the Tenant being more than 14 days in arrears with any payment due under the Lease or if the Tenant is in breach of any of the conditions of the Lease provided that the Tenant has been given not less than 14 days notice of the breach and the steps required to remedy it and the Tenant has failed to take reasonable steps to remedy the breach, the Landlord may at any time re-enter the Premises at which time the Tenancy shall terminate with immediate effect but without prejudice to the right of action of the Landlord in respect of any antecedent breach of the Tenant's covenants or stipulations.

26. Formal Agreement

The above terms and others deemed necessary to be contained in a formal agreement to be drawn up by the Landlord's Solicitor.

27. Professional Costs

Both sides will be responsible for their own professional fees in dealing with this matter.

I agree to the terms and conditions detailed above.

Authorised Signatory:.....

For and on behalf of:.....

Print Name:.....

Date:.....
