



**HEADS OF TERMS
ROOMS AT TORQUAY TOWN HALL,
TORQUAY TQ1 3DS**

SUBJECT TO CONTRACT

Landlord: The Council of the Borough of Torbay
Castle Circus
Torquay
TQ1 3DS
(hereinafter referred to as 'The Council')

Landlord's Solicitor: Torbay Council Legal Department

Tenant: TBC
(hereinafter referred to as 'The Tenant')

Tenant's Solicitor: TBC

1. Premises Part of the basement forming part of the Building as described in the room schedule below.

Block	Floor	Room	Type	Description	Area (m ²)	Notes
A	BS	0019	ST	STORE / CUPBOARDS	19.38	Used for storage (Printing)
A	BS	0025	ST	STORE / CUPBOARDS	34.96	50% of space
A	BS	0026	OF	OFFICE	52.75	Printing
A	BS	0027	ST	STORE / CUPBOARDS	37.39	
A	BS	0028	PH	PHOTOCOPY ROOM	108.36	
A	BS	0029	PH	PHOTOCOPY ROOM	86.25	
A	BS	0030	OF	MEETING ROOM	12.77	Meeting Room - Printing
A	BS	0032	OF	OFFICE	4.06	
A	BS	0033	CD	CORRIDOR	13.98	50% of space
A	BS	0035	ES	ENTRANCE STEPS / AREAS	14.46	
A	BS	0036	OF	OFFICE	56.24	
TOTAL Area Print Service					440.60	

2. Building Torquay Town Hall, Torquay, TQ1 3DS as shown edged red on plan no. EM2869 attached.

3. Lease The Lease will be for the use of rooms as listed in the basement of the Building.

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

and all others permitted by the Council, for the purpose of accessing the Premises.

- 4. Term**

6 years from and including the commencement date of the lease. With option for a further 5 years. The lease is to be contracted outside of the Landlord & Tenant Act 1954 (Sect 24-28) Security of Tenure Provisions.
- 5. Parking**

The Tenant shall benefit from use of one parking space on the Torquay Town Hall car park. The Tenancy will be able to use loading / unloading bay at the rear of the Building in common with other occupiers of the Building for deliveries to and from the Building. General parking within the compound area is strictly prohibited.
- 6. Rent**

The rent shall be £42,000 per annum exclusive of VAT which is payable if deemed appropriate by the Council. The rent will be payable quarterly in advance from the commencement of the term.
- 7. Rent Review**

The rent shall be reviewed on the third anniversary of the term and every three years thereafter to open market level or RPI whichever is the greater.
- 8. Insurance Rent**

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

The Council shall be responsible to pay all service costs detailed in paragraph 13 associated with the running of the premises.
- 10. Interest**

The Tenant shall pay interest at the rate of 4% above the base rate of the Council'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. Outgoings**

The Council will be directly responsible for all rates, taxes and other outgoings whatsoever in respect of the Premises as listed in paragraph 13. The Council shall pay the business rates due for the building (but shall reserve the right to recover a proportion from the Tenant if rates are re-assessed as a separate hereditament).
- 13. Services**

The services to be provided by the Council shall include but not be limited to the following;

 - The supply and consumption of hot and cold water, electricity, heating (including fuel) and lighting to the

Building (The Council will monitor use and retain a right to recover additional costs if significant use is identified).

- Water testing.
- Cleaning the exterior of the Building including windows.
- Cleaning of the common parts within the Building.
- Cleaning of the Premises.
- The repair, maintenance, renewal and decoration of all common parts and external parts of the Building including grounds and any shared access to the Building including improvements where necessary to comply with a legal obligation whether directly or indirectly incurred by the Landlord, subject to the Council's corporate building maintenance plan and prioritisation process.
- The repair, maintenance and renewal of any refrigerant volume air conditioners and compressors in the staff accommodation.
- The repair, maintenance and renewal of general lighting and signage within the Building and grounds.
- The costs associated with grounds landscaping works.
- The costs associated with the provision of security, equipment and other staff to manage the operation of the Building.
- Compliance with statutory requirements for the operation of the Building and health and safety checks including fire alarm / emergency lighting / fixed fire equipment, water safety and quality checks, the fixed electrical installation testing, gas appliance safety, gas pipe-work safety, ventilation system, glazing safety and asbestos register.
- The provision of soap, paper towels and toilet rolls supplies to the toilet and paper towel supplies to the common facilities in the building.
- The provision, testing, repair, maintenance and renewal of fire prevention, fighting, signage, alarm and security alarms and equipment serving the Building.
- The provision, testing, repair, maintenance and renewal of the lift servicing the Building.
- The provision of refuse and recycling bins and a refuse and recycling collection service for the Building and a shredding service.
- Fixed and loose furniture provision of desks, chairs and other equipment located in areas of the Building used in common by Tenants of the Building.
- Any other services which from time to time the Council considers beneficial to the Building which also benefits the Premises.

14. Tenant's Repairs

So far as the Council is not liable, the Tenant will be responsible throughout the Term for keeping the Premises clean and tidy and not to cause unnecessary damage to the

Council's fixtures and fittings and the interior of the Premises including all sanitary, water, electrical apparatus, ceilings, floor coverings and wall finishes including plasterwork in no worse 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 will be responsible for the repair, maintenance and renewal of any refrigerant volume air conditioners and compressors found in the data centres.

15. Use The Tenant shall not use the Premises other than for the purpose of providing Printing Services.

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

17. Insurance & Indemnity The Council shall insure the building against damage by fire but not the contents or for any consequential loss.

The Tenant will indemnify the Council 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 Council, its employees or its agents.

The Tenant shall hold and maintain Public Liability Insurance in a minimum sum of £10,000,000 (Ten million pounds), Employers Liability Insurance in a minimum sum of £5,000,000 (Five million pounds) and Professional Indemnity Insurance 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 Tenant shall also hold and maintain Cyber Liability and Crime Insurance within the cover stated above. The policies to be upon such terms and with such insurance companies as may reasonably required by the Council.

18. 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 Council, 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 Council's prior written consent.

19. 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 Council.

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

20. 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 and PAT testing of all equipment.

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

21. 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.

22. Nuisance

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

23. Hygiene

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

24. 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 Council 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 Council in

respect of any antecedent breach of the Tenant's covenants or stipulations.

25. Formal Agreement

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

26. Professional Costs

The Tenant to be responsible for the Council's professional fees for dealing with the matter, estimated to be £1,200 plus VAT.