



**HEADS OF TERMS
GROUND AND FIRST FLOOR, ZIG ZAG BUILDING, 32 MARKET STREET
TORQUAY TQ1 3AQ**

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
Tenant's Solicitor:	TBC
1. Premises	The ground floor and first floor, Zig Zag Building, 32 Market Street, Torquay as shown edged red on Floor plans below.
2. Building	Zig Zag Building, 32 Market Street, Torquay, TQ 1 3AQ.
3. Lease	<p>The Lease will be for the use of the ground floor and first floor of the Building.</p> <p>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 Council, in common with other occupiers of the Building and all others permitted by the Council, for the purpose of accessing the Premises.</p>
4. 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.
5. Rent	The rent shall be at a Peppercorn.
6. Insurance Rent	The Council shall keep the Building insured against loss or damage by fire and other perils.
7. 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 (based on the relevant proportion) of such sum to comprise part of the Service costs in relation to the services provided in Section 11 – Services.

8. Relevant Proportion

66%.

9. 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.

10. Condition

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

11. Services

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

- Maintain and repair any communal areas and 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.
- ~~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.~~

12. 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.

13. Use

The Tenant shall not use the Premises other than for the purpose of providing children centre service for Torbay Council under this contract. The Council 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 Council approval.

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

14. Alienation

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

15. 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 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 required by the Council.

16. 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.

17. 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.

18. 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 Council 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 Council 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.

19. 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.

20. 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 Council.

21. 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.

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.

22. Hygiene

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

23. 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 anytime thereafter.

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

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

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:.....
