



**HEADS OF TERMS
BRIXHAM LIBRARY, MARKET STREET,
BRIXHAM, TQ5 8EU**

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	Brixham Library, Market Street, Brixham, TQ5 8EU as shown edged red on plan no. EM2866.
2. Lease	<p>The Lease will be for the use and occupation of Premises.</p> <p>The Tenant shall have a right to book and use meeting rooms within the Building at no cost. The tenant will be required to indemnify the Council when using the meeting rooms under their Public Liability insurance.</p>
3. Term	10 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.
4. Rent	The market rent would be £24,500 per annum. However this is for information only as it is proposed that the Authority will grant a concessionary peppercorn rent subject to full Council approval.
5. 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.

- 6. Insurance Rent** The Council shall meet the cost of keeping the building insured against loss or damage by fire and other perils.
- 7. 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 14 days after the contractual date.
- 8. Condition** The Premises to be taken in the condition evidenced by the Photographic Schedule of Condition annexed to the lease.
- 9. Outgoings** The Council will be directly responsible for all business rates, other rates, taxes and all other outgoings whatsoever in respect of the Premises.
- The Council will monitor utility costs and shall reserve the right to recover costs from the tenant where significant costs are identified above that anticipated.
- The Council reserves the right to re-assess its position regarding business rates at any time during the term.
- 10. Council's Repairs & Maintenance** The Council will be responsible throughout the Term for keeping the Premises in good and substantial repair and condition than is evidenced by the Photographic Schedule of Condition subject to the Council's corporate building maintenance plan and prioritisation process.
- 11. Cleaning** The Tenant is to keep the Premises clean and tidy, litter free. The Tenant is to keep all signs (if any) on the Premises clean and readable.
- 12. Use** The Tenant shall not use the Premises other than for the purpose of providing library services for Torbay Council under this contract. The Council will consider ancillary uses where these uses enhance library services 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.

The Tenant shall permit the public with access to the Premises during the Opening Hours free of charge.

The Service Provider shall grant access to the Council for the purpose of delivering directly any Customer Service functions or other Council services to residents that the Council or its partners may directly deliver alongside the ongoing delivery of the Library services by the Service Provider. This access will be granted in accordance with the library leases.

13. Opening Hours

The Tenant shall maintain the following opening hours for the duration of the term unless otherwise agreed with the Council.

Monday	9:30 am to 5:00 pm
Tuesday	9:30 am to 5:00 pm
Wednesday	9:30 am to 1:00 pm
Thursday	9:30 am to 5:00 pm
Friday	9:30 am to 1:00 pm
Saturday	9:30 am to 1:00 pm
Sunday	Closed

If the Tenant wishes to use the premises outside of these times, then the Tenant shall seek the Council's prior approval. The Council reserves the right to charge a fee for these additional periods.

14. Room Booking

The Tenant to operate and maintain a room booking facility at the premises for the duration of the term for the benefit of the general public. The tenant shall keep and publish a charging schedule, the details of which are to be agreed with the Council. Any changes to the charging schedule to be agreed with the Council.

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 Council shall insure the building and Library Stock against damage by fire and for any consequential loss.

The Tenant shall not do anything that would prejudice or void the Council's insurance.

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 for a minimum sum of £10,000,000 (Ten million pounds) for each and every claim, but otherwise unlimited during the period of the policy.

The Tenant shall hold and maintain Employers Liability Insurance for a minimum sum of £10,000,000 (Ten million pounds) for each and every claim, but otherwise unlimited during the period of the policy.

The Tenant shall ensure individuals; groups or organisations using the Library space have their own Public Liability Insurance to indemnify the tenant. Where this is not in place the Tenant shall insure the user under the tenant's own Hirers Indemnity insurance.

The policy to be upon such terms and with such an insurance company as may reasonably require by the Council.

17. Advertisements

The Tenant shall not be permitted to display signage on the exterior of the Premises without the Council's consent.

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

The Council 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 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.

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 Library 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.

22. Car

2 parking bays are available within the grounds for staff and official visitors of the Premises only, This is a local arrangement agreed with Brixham Town Council.

23. 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 high street fronting the Premises. The Tenant shall not solicit or tout or use megaphones,

loudspeakers or other noise producing instruments or apparatus on the Premises.

24. Hygiene

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

25. 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.

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

26. 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.

27. 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.

28. Professional Costs

The Tenant to be responsible for the Council's reasonable professional fees for dealing with this matter.

I agree to the terms and conditions detailed above.

Authorised Signatory:.....

For and on behalf of:.....

Print Name:.....

Date:.....

