



**HEADS OF TERMS
TORQUAY LIBRARY, 9 LYMINGTON ROAD,
TORQUAY TQ1 3DT**

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 Part of the basement, part of the ground floor part of the first floor and balcony, Torquay Library, forming part of the Building as shown edged blue on plans no. EM2869a. The Tenant shall also have access to shared areas within the Building that shall be used in common with all other users of the Building

2. Building Torquay Library, 9 Lymington Road, Torquay, TQ1 3DT as shown edged red on plan no. EM2869 attached.

3. Lease The Lease will be for the use of part of the basement, part of the ground floor and part of the first floor and balcony 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.

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.

- 4. 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.
- 5. Delivery Compound**

The Tenant shall benefit from use of the parking space to the rear of the property 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 market rent would be £118,500 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
- 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 apart 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 heraditament).

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.
- 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.
- 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.

15. 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.

16. 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 6:00 pm
Tuesday	9:30 am to 1:00 pm
Wednesday	9:30 am to 6:00 pm
Thursday	9:30 am to 1:00 pm
Friday	9:30 am to 6:00 pm
Saturday	9:30 am to 4:00 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.

17. Room Booking

The Tenant to operate and maintain a room booking facility 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.

18. Alienation

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

19. 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 ensure room hirers 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 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 required by the Council.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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 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.

26. Hygiene

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

27. 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.

28. 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.

29. 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.

30. 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.

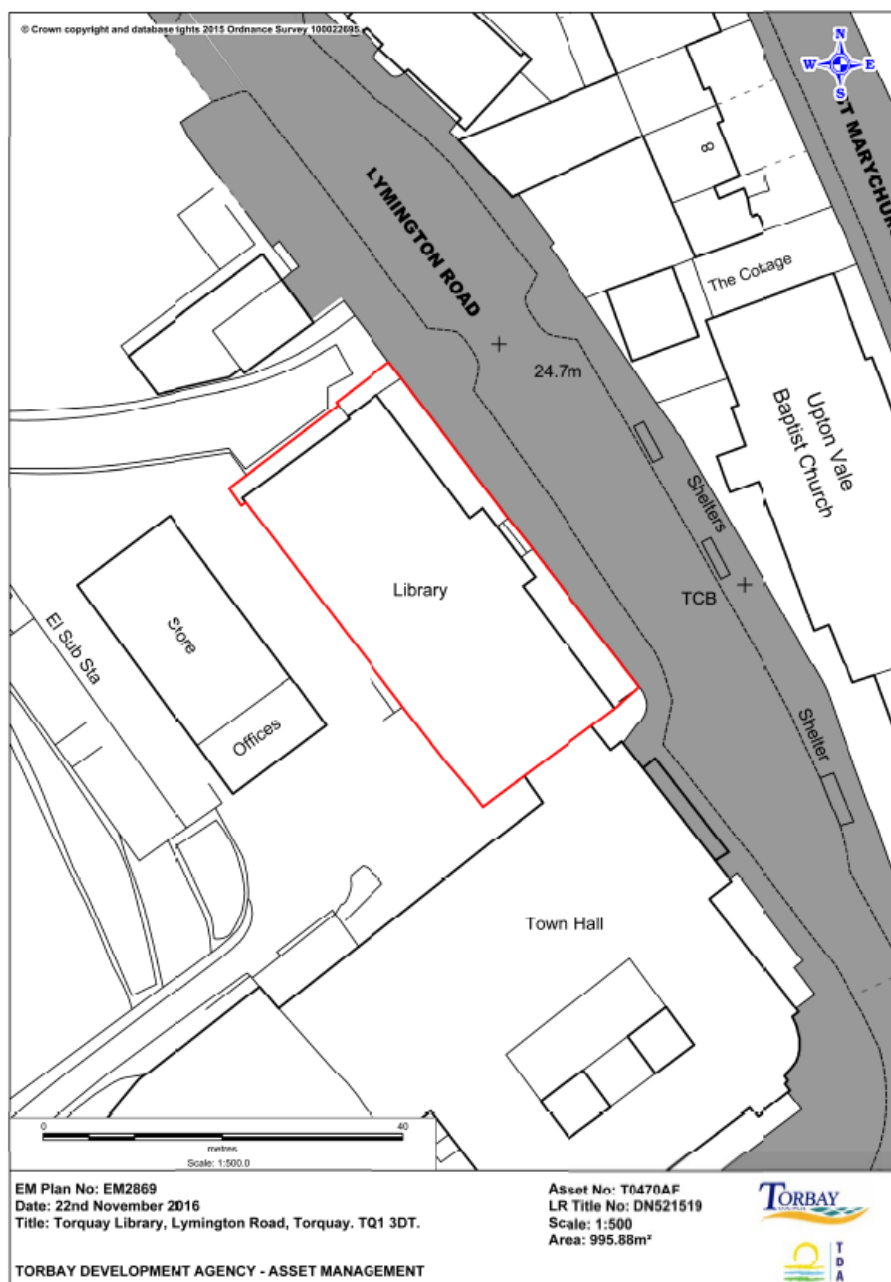
Authorised Signatory:.....

For and on behalf of:.....

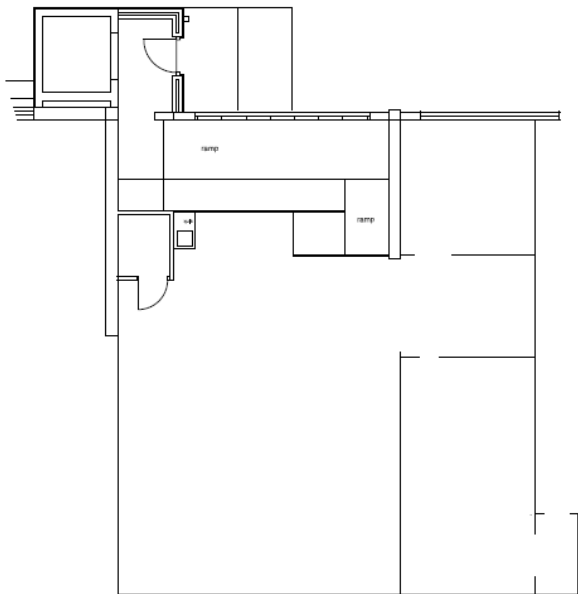
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Date:.....

Plan no. EM2869

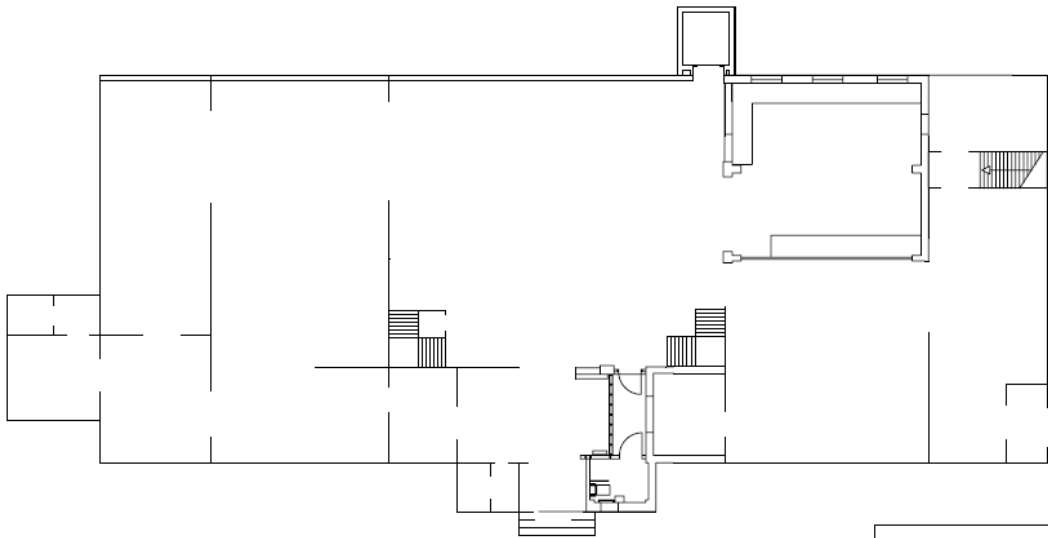


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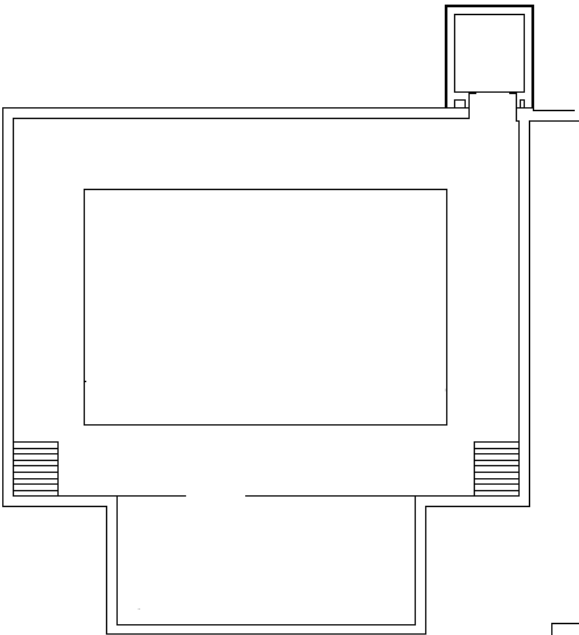
Basement

Torquay Library Lymington Road Torquay			
Drawing			
Drawn by	Date: 16/09/05	Drawn by	N.T.S.



Ground

Torquay Library Lymington Road Torquay			
Drawing			
Drawn by	Date: 16/09/05	Drawn by	N.T.S.



Upper Ground

Survey Address		Torquay Library Lymington Road Torquay	
Drawing			
Drawn By	Date	Drawn By	Rev
	16/05/05		N.T.S.