

HEADS OF TERMS - DRAFT

Site: Premises known as Nunthorpe Community Centre

Tenant Name: TBC

Transaction: Lease renewal

SUBJECT TO CONTRACT

Premises	Land and Buildings situated at Stokesley Road, Middlesbrough,
Area	The site is illustrated on the attached plan.
Landlord	Middlesbrough Council Civic Centre Corporation Road Middlesbrough TS1 2RH
Tenant Name & Registered Office Address	TBC
Company/Charity No Number	Registered Charity number
Tenant's Works	None required
Landlord's Works	The Landlord will provide the building as detailed in planning application 25/0189/FUL
Lease Term	<p>The lease will be for a term of 25 years contracted outside the security of tenure provisions (sections 24 to 28) of the Landlord & Tenant Act 1954, Part II.</p> <p>The tenant will have the right to surrender subject to the following criteria:</p> <p>The required number of trustees can no longer be supported</p> <p>The Charity ceases to exist</p> <p>The Charity is no longer financially viable</p> <p>A repair/incident occurs to the premises is beyond the economic means of the Charity.</p> <p>The tenant will also have the option to break at the end of year 10 subject to serving a break notice of no less than 6 months</p>
Permitted Use	Provision of community-based activities for the benefit of the people of Nunthorpe and the wider community.
Charges	<p>The rent payable will be one peppercorn exclusive of business rates and insurance.</p> <p>The tenant will be wholly responsible for all running costs, maintenance costs and repair costs associated with the premises.</p>

	The tenant will be responsible for ensuring the building is fully compliant in terms of Statutory requirements and will be required to produce certification to that effect on an annual basis.
Utilities	The tenant will be responsible for all running and management costs associated with the building.
Insurance	The Council will insure the building, the cost of which will be recharged to the tenant. The tenant will need to have its own public liability insurance in the sum of a minimum of £5m.
Repairs	<p>The tenant will be responsible for all internal and external repairs and maintenance in respect of the building.</p> <p>The tenant will be responsible for all statutory inspections and compliance with Health and Safety legislation.</p> <p>The Landlord will be required to undertake the annual Health and Safety Audit and Fire Risk assessment providing a copy to the tenant who will be required to undertake any of the recommendations.</p>
Alienation	Assignment or subletting of the whole of the premises is not permitted. However, subletting of part may be permitted subject to Landlords consent, such consent not to be unreasonably withheld.
Alteration	Alterations to the structure of the premises will not be permitted without Landlords consent such consent not to be unreasonable withheld. Minor internal alterations/ decorations are acceptable without the requirement for seeking consent.
Tenant's Solicitors	TBC-Optional
Tenants Leasing Contact	<p>Name:</p> <p>Email:</p>

This document must be signed by a minimum of 2 Trustees and by signing below you are agreeing to the terms as outlined above.

Signed

Position in the organisation

Dated

Signed

Position in the organisation

Dated