

Document title: Heads of terms for the grant of a new lease.

[DATE]

FROM: ALTON TOWN COUNCIL

TO: Dementia Friendly Alton.

(A) ALTON TOWN COUNCIL intends to grant Dementia Friendly Alton a lease on the following heads of terms. These heads of terms are not intended to create any legally binding obligations. They are subject to contract, completion of formally executed legal documentation and approval of the trustees of the Partnership.

These Heads of Term will have to be approved by the Full Council of ALTON TOWN COUNCIL (6th September 2023) and officers reserve the right to refer back to the Full Council of ALTON TOWN COUNCIL, should any subsequent changes be made which change the nature of the approved terms.

(B) The proposed lease may contain further terms as may be required, including additional terms on matters that are covered in this document.

Agreed terms

1. Landlord

ALTON TOWN COUNCIL

TOWN HALL

MARKET SQUARE, ALTON GU34 1HD

Company number:

Registered office address: AS ABOVE

2. Tenant

Address:

Appointed Trustees to the lease:

Charity/CIO number:

Registered office address: AS ABOVE

3. Property

3.1 Land and Building at Alton Assembly Rooms [A plan is attached showing the property edged in red.]

3.2 The tenant will have the right to use 3 car park spaces.

4. Term

4.1 The lease will be for a term of 7 years

4.2 There will be a tenant only break clause at the end of year 3 and year 5

5. Rent and outgoings

- 5.1 The rent will be a peppercorn exclusive of rates, service charges, insurance premiums and all other outgoings.
- 5.2 The tenant shall be responsible for the payment of business rates, all utilities, including, but not limited to the costs for the provision of electricity, water, gas and telecommunications.
- 5.3 The Landlord will retain responsibility for safety checks relating to gas and electricity as well as fire safety inspections.

6. Insurance

- 6.1 The tenant will insure the property for its occupation. The Landlord will maintain the buildings insurance and existing contents.
- 6.2 The landlord and the tenant will be able to terminate the lease if the property is damaged or destroyed by an uninsurable risk so that the tenant cannot occupy the property.

7. Use

- 7.1 The permitted use of the property is as a community building.
- 7.2 The tenant cannot change the use of the property and cannot use the property for residential purposes.
- 7.3 The tenant may be permitted to licence the premises for the consumption of alcohol, subject to landlord consent, which will not be unreasonably withheld.
- 7.4 The tenant must comply with all relevant licencing laws.
- 7.5 The tenant will not sell, distribute or consume any food or drink on the Property other than in a manner which is consistent with the Permitted Use of the Property

8. Assignments and underleases

- 8.1 The tenant cannot assign the lease or sublet the property in part or in full.
- 8.2 The tenant may hire out the property as part of its use as a community facility and may issue licences to occupy subject to landlord consent, which will not be unreasonably withheld.

9. Nuisances

- 9.1 The Tenant will not cause nuisance, damage, disturbance or annoyance to any person or which may be injurious to the value, tone, amenity or character of the Property, the Building or Neighbouring Property.
- 9.2 The Tenant will not knowingly bring or keep on, or emit from, the Property or any land over which the Tenant enjoys rights or amenities anything which is or which may cause nuisance, damage, disturbance or annoyance to any person or which may be injurious to the value, tone, amenity or character of the Property, or the Building or Neighbouring Property.
- 9.3 The Tenant will not commit any wilful or voluntary waste, spoil or destruction in or upon the Property or the Common Parts.
- 9.4 The Tenant will not overload any part of the structure of the Building or any of the Plant.

- 9.5 The Tenant will not knowingly allow any user of the Property to engage in any anti-social behaviour or any behaviour course of conduct that is or may cause alarm distress or nuisance to any resident of any Neighbouring Property
- 9.6 The tenant will not keep any bird or animal of any description on the Property;
- 9.7 The tenant will not operate any machinery or equipment which is audible or causes vibration outside the Property and demonstrably causes a nuisance to the Landlord except for properly maintained fire and security alarms and machinery necessary for carrying out permitted alterations to the Property;
- 10 Repair**
- 10.1 The Tenant will keep the Property and any Plant in good and substantial repair condition and decoration.
- 10.2 The Tenant will in at least every fifth year of the Term and in the last three months of the Term (howsoever determined) prepare, paint or otherwise appropriately treat with good quality materials and in a good and workmanlike manner all the inside surfaces of the Property usually or requiring to be prepared, painted or otherwise treated.
- 11. Alterations**
- 11.1 The tenant can make internal or structural alterations to the property with the landlord's prior written consent, which cannot be unreasonably withheld.
- 11.2 The tenant can put up signs on the outside of the property or that would be visible from the outside of the property with the landlord's prior written consent, which cannot be unreasonably withheld.
- 11.3 Before carrying out any alterations the Tenant will obtain all necessary consents of any competent authority and will pay all charges of any such authority connected to or for those consents. Please note this is a Grade II listed building.
- 12 Costs**
- 12.1 Each party will be responsible for its own costs in connection with this lease
- 13 Community re-investment**
- 13.1 In the event that the tenant creates a surplus at year end a reserve will be created to assist with financing future building maintenance and investment in the facility.
- 14 Current Hirings and bookings.**
- 14.1 The tenant agrees to honour all existing hirings already secured beyond 1st January 2024 (as at the date of this agreement)(Subject to viewing bookings)
- 15 Exclusion of sections 24-28 Landlord and Tenant Act 1954**
- 15.1 The Landlord and Tenant agree to exclude the provisions of sections 24 to 28 (inclusive) of the Landlord and Tenant Act 1954 in relation to the tenancy created by this Lease.
- 16 Occupancy**

16.1 The Tenant will not vacate the Property or leave the Property unoccupied for a period longer than 56 days unless the Property remains unoccupied for reasons beyond the Tenant's control and it has given prior written notice to the Landlord of such vacation or non-occupation and has ascertained any requirements of the Landlord's insurers and the Tenant will comply with all such requirements.

18 Solicitors

18.1 The landlord's solicitor is Hampshire County Council, The Castle, Winchester, Hants, SO23 8UJ Solicitors name:

18.2 The tenant's solicitor is TBC

Signed by

For and on behalf of Dementia Friendly Alton

Signed by

For and on behalf of ALTON TOWN COUNCIL