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| **COMMUNITY ASSET TRANSFER** SAMPLE HEADS OF TERMS Subject to contract | | | |
| **RE: Property Address** | | Date | |
|  |  | | |
| Property: | [ADDRESS], shown by red edge on the attached plan  Any boundary responsibility and /or rights reserved or granted over land /car park will be identified on the final plan. | | |
| Landlord: | Bedford Borough Council Borough Hall Cauldwell Street Bedford MK42 9AP | | |
| Tenant: | Name, address and company and charity registration numbers (if relevant)  Minimum of two trustees names to sign the documentation. | | |
| Tenant’s Solicitor: | Firm’s Name:  Postal Address:  DX Address:  Name of contact solicitor:  Email of contact solicitor:  Telephone number of contact solicitor: | | |
| Landlord’s Solicitor: | Legal Department - F.A.O Property Section  Bedford Borough Council  Cauldwell Street  Bedford  MK42 9AP | | |
| 1954 Act protection: | The Lease will not give the Tenant the right to renew the tenancy upon expiry, subject to the provisions of the Landlord and Tenant Act 1954.  (This means that the tenant will not have an automatic right to renew the lease at the end of the term, however, if the tenant wanted a further term and BBC were agreeable, a new lease could be granted.) | | |
| Term: | [ ] years from completion of the lease | | |
| Type of Lease: | Occupational Lease | | |
| Rent: | XXXX(words) per annum; exclusive payable quarterly in advance on usual quarter days by direct debit. | | |
| Rent Free Period |  | | |
| Rent Review | There will be an upwards only rent review on each [x] anniversary of the lease commencement date to the then market rent. | | |
| VAT: | VAT is currently [not] charged on the rent [but the Landlord reserves the right to do so during the term of the Lease] | | |
| Break Clause | The Tenant may terminate the Lease on the [ x ] or [ x ] anniversary of the term commencement date by giving six months prior written notice, subject to the following conditions:  1) All sums due are paid up to date  2) The Property is vacated  3) There is no continuing sub-lease.  Landlord break option if contracted out?  Time is to be of the essence | | |
| Assignment, Sub-letting  and charging: | There shall be no assignment, sub-letting or parting of possession of part of or the whole of the demised premises.  There is no automatic right for the tenant to put a charge against the property. Any charge proposed against the building for the purpose of securing funding will be looked at on a case by case basis by the Council and consent may or may not be granted.  Licence agreements for use of part of the premises for community use, including but not limited to health care, child care and education will be allowed subject to prior written consent of the Council (not to be unreasonably withheld). No relationship of Landlord or Tenant is to be created by the third parties.  The hiring out to organisations approved by the Tenant for periods of less than 24 hours will not require Landlord’s consent. | | |
| Repairs &  Maintenance | Under the terms of the Lease the Tenant will be responsible for all maintenance and repair of the whole demise (except any exterior parts as are repaired and maintained as part of the Services).  The Tenant responsible for replacing the equipment, fixtures and fittings where they are beyond economical repair.  The Tenant may wish to obtain the advice of a surveyor to ascertain any work that may be required or is likely to be required in the foreseeable future.  The Tenant should satisfy itself that all services are connected, as the Tenant will be responsible for arranging its own supply.  No undertaking is given as to the suitability of the Property for the Tenant’s proposed use or that any fittings or services are in a useable condition. | | |
| Decoration | The interior and exterior of the Property is to be decorated as often as reasonably necessary and in the final year of the term | | |
| Landlord’s / Tenant’s Initial Works : |  | | |
| Schedule of  Condition | A photographic schedule of condition will be appended to the lease to document the standard to which the building will need to be returned at the end of the lease. | | |
| Service Charge (where elements of the building are shared): | There will be an annual service charge levied in respect of the Building/Estate to cover the maintenance and repair of the common parts of the Building/Estate such charge based on floor area. For the year ending …. the charge is estimated at £. | | |
| Alterations: | The Tenant shall not make any alterations without the Landlord’s prior written consent (not to be unreasonably withheld or delayed) save for non-structural internal alterations Provided that such works are building regulations compliant and the  Tenant provides the Landlord with the specification and plans for the proposed alterations at least 21 days prior to commencing any works.  The Tenant will be required to reinstate the Property when the lease ends unless the Landlord gives notice to the contrary. | | |
| Dilapidations: | Dilapidations should be scheduled and given to the Tenant for action six months before the termination date. | | |
| Statutory Compliance | The Tenant shall conform at his own expense to all statutory and other regulations pertaining to the demised premises including all health and safety legislation and obtaining any necessary planning consent required and to indemnify the Council against any claims arising from any breach of such regulations. | | |
| Rights: | Rights granted for the benefit of the Property:  Rights reserved for the benefit of the Landlord’s retained land: | | |
| Permitted Use: | To use the property solely and exclusively for Community Use, in line with the charitable objectives of the tenant. Community use means the use of the property and its facilities by the local community, clubs, and organisations for functions, also, casual use including but not limited to recreational activities, education classes, public meetings and services for young families such as playgroups. Provision of XXXX allowable under separate licence agreements (to be approved by the Council) | | |
| Opening hours | 8am- 10pm or such longer periods as may reasonably be required subject to the tenant acquiring an appropriate license where the activity is a licensable activity. [Temporary Events Notice (England and Wales) - GOV.UK](https://www.gov.uk/temporary-events-notice/luton) | | |
| Keep open | To make the building available and keep it open for the permitted use throughout the term of the lease. | | |
| Nuisance | The tenant shall covenant not to cause or permit to be caused anything which may become a nuisance to the Council or adjoining property owners. | | |
| Performance Clause | The Landlord reserves the right to monitor the bookings/use of the building to ensure the premises is used with the primary aim of being a community facility for use by a range of community groups and general public and not for commercial enterprise.  The Landlord reserves the right to ask for a restructure of the Tenant’s management set up or even termination of the lease if premises is not being used with the primary aim of being a community facility. | | |
| Planning and Licensing | The Tenant is to observe and comply will all planning and licensing Acts, and be responsible for obtaining any necessary statutory consents relating to the tenants use and occupation of the building | | |
| Insurance: | The Landlord will insure the building and the premium (based on floor area) will be re-charged to the Tenant as additional rent. The premium for [ ] is estimated at £[ ].   |  | | --- | | Risks covered include: fire, lightning, explosion, aircraft, malicious persons, riot and civil commotion, earthquake, storm, flood, escape of water, impact, theft, breakage of fixed glass, subsidence, ground heave and landslip, accidental damage and such other risk against which the Landlord may reasonably insure from time to time. |   The Tenant will be responsible for paying the excess on the insurance policy. | | |
| Asbestos Register | See report attached | |  |
| Energy Performance Certificate | See report attached | |  |
| Electrical Safety Certificate | See report attached | |  |
| Gas Safety Certificate | See report attached | |  |
| Interest: | The Landlord reserves the right to charge interest at the rate of 4% above base rate of National Westminster Bank plc in the event that any sum payable under the Lease is in arrears for a period of 14 days or longer whether demanded or not. | | |
| Rates & Utilities: | The Tenant will be responsible for the payment of all rates and utilities in respect of the Property or its occupation thereof. | | |
|  |  | | |
| Legal & Surveyor Costs | Each party to pay their own costs | | |
| Other Signage: | The Tenant will require the consent of the Landlord in writing to any signage before it is attached to the Property | | |
| Keys: | On completion of the Lease the Landlord will hand over all keys to the Property in its possession. However these may not be the only keys in circulation and the Tenant is strongly advised to change the locks to the Property once in possession. | | |
| Partnership Agreement | The Tenant will be required to enter into a Service Level Agreement that will sets out the agreed outcomes and evaluation of the use of the Property. The Tenant will be required to provide an annual report in line with the agreed arrangements. These may include usage statistics, service evaluations, or other key indicators. | | |
| Other Terms | These terms are offered on the basis that the Lease will be on the Landlord’s ‘Standard Form of Lease’ for this type of Property and will include any other terms as may be required by the Landlord’s Legal Department. | | |

If you wish to accept these terms for a Lease of the above Property please complete and sign the form below:

**[ADDRESS]**

I the undersigned duly confirm that I am authorised to act on behalf of

[ ].

By signing this document I confirm that I have read and understood the proposed terms and conditions set out in the heads of terms attached and dated [ ]. I confirm that I am willing to accept these terms and conditions.

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| Full Name | ………………………………………………………………. | | |
| Address | ……………………………………………………………….  ………………………………………………………………. | | |
| Tel: | ………………………………………………. | | |
| Email: | ………………………………………………. | | |
| Signature: | ………………………………………………. | Date | ….……. |
| Capacity | ………………………………………………. | | |

**Data Protection**

Under Data Protection regulations (GDPR) Bedford Borough Council needs to inform you of the reasons why we are capturing your data and what we will do with your data. Any personal data collected and/or processed under this policy/procedure will be dealt with in accordance with Data Protection Legislation and the Council’s Data Protection Policy. Data is held securely and accessed by and disclosed to individuals only where relevant to this policy/procedure.

To find out more information on this follow the link below. View the Council’s current Privacy Notices at [www.bedford.gov.uk/gdprprivacy](http://www.bedford.gov.uk/gdprprivacy).