

Summary of Heads of Terms for letting Offices at Civic Centre to Gedling Homes

1	Premises	<p>Offices which are part of the first floor Civic Centre as shown edged red in plan 1 (the Offices).</p> <p>The Tenant will have shared use of the toilets shown edged green in plan 1 (the Toilets).</p> <p>In the event of the fire alarm being activated all individuals in the Civic Centre, at that time, will have the right to use the fire escape situated within the Offices as shown coloured brown in plan 1 – more clear colours are to be added to the plan – to follow</p>
2	Landlord	Gedling Borough Council
3	Landlord's Solicitors	In house
4	The Council	Gedling Borough Council
5	Civic Centre	The building in Arnot Hill Park shown edged blue in plan 3
6	Arnot Hill Park	The Council's park off Nottingham Road, Arnold shown edged red on plan 4 – to follow
7	Tenant	Gedling Homes Limited
8	Tenant's Solicitors/ Contact for Lease	<i>Redacted</i>
9	Car parking	16 dedicated spaces within the Park View car park shown edged blue in plan 2.
10	Tenant's works	<p><u>Works to the Offices</u></p> <p>Refurbishment of the Offices is permitted subject to Landlord's approval under a licence for alterations. Once/if the works commence they will be required to be completed within 6 months.</p>

		<p><u>Works to the Toilets</u></p> <p>Refurbishment of the Toilets is permitted subject to Landlord's approval under a licence for alterations. Once/if these works commence they will be carried out in as short a time period as is reasonably practicable to minimise disruption to current users of the Toilets and must be completed by 1 September 2019.</p> <p><u>Works to create a Shower Room</u></p> <p>Works to create a Shower Room within the area labelled Staff Breakout Area in Plan 1 and shown more particularly in red in the attached "sketch showing possible shower room" is permitted subject to Landlord's approval, and subject to existing tenant's consent, under a licence for alterations. Once/if these works commence they will be carried out in as short a time period as is reasonably practicable to minimise disruption to current users of the Toilets and must be completed by 1 September 2019 unless otherwise agreed before the signing of the lease e.g if this work is carried out as Phase 2.</p>
11	Landlord's contribution towards tenant's refurbishment of the Toilets and Shower Room	<p><u>Toilet and Shower Room works</u></p> <p>If the tenant carries out work to the toilets AND creates a shower room - On receipt of a valid invoice the Landlord will contribute 50% of the costs associated with refurbishing the Toilets and creating a shower room as referred to in the "Works to the Toilets" and "Works to create a Shower Room" sections above up to a maximum contribution of £20,000. (If the work is carried out in two phases (phase 1 – toilets, phase 2 – shower room) the tenant can invoice separately for each phase but the Landlord will contribute a maximum of £10,000 towards each phase).</p> <p>The Tenant will pay for the works and invoice the Landlord on completion of the works on an open book basis.</p>
12	Agreement for lease	<p>The tenant will enter into an agreement for lease As soon as is reasonably practicable. The agreement for lease will oblige the tenant to enter into the lease thereby obligating to pay the rent from the Commencement Date. This obligation will give sufficient comfort to the Landlord to enable it to commit budget on its own office moves to allow the Offices to be made available for the Tenant on 1 June 2019.</p>

13	Term	<p>Commencement Date: 1 June 2019</p> <p>Expiry Date: 1 May 2026</p> <p>Tenant only option to break: at any time on giving 12 months notice.</p> <p>The Commencement Date cannot be delayed unless the delay is on the part of the Landlord e.g. if the Landlord has not vacated the Offices by 1 June 2019.</p>
14	All inclusive rent	<p>£40,000 pa to be increased annually, upwards only, by the same proportion as the increase in RPI over the period.</p> <p>The rent will be payable monthly in advance from the commencement date of the lease.</p>
15	Annual inclusive rent	<p>The rent is inclusive of the following:</p> <p>electricity,</p> <p>heating,</p> <p>water,</p> <p>building insurance,</p> <p>external building repair,</p> <p>cleaning and maintenance of exclusive and common parts (for the avoidance of doubt the Landlord will be responsible for repairs to the electrics and plumbing apparatus in all areas) to current standards used for Civic Centre provided that the Premises are used in a reasonable manner by the Tenant,</p> <p>non confidential waste removal,</p> <p>shared use of shredder room at the Civic Centre via the booking system,</p> <p>exclusive use of 16 parking spaces within the Park View Car Park (as shown edged blue in plan 2) during working days but not at weekends. Parking in the Park View Car Park will be on a first come first served basis at weekends, and</p> <p>the ability to park one Gedling Homes branded vehicle at the front of the Civic Centre between the hours of 5pm on one evening through to 9am the next day, on any day. One parking permit will be issued for this vehicle in the event of an emergency preventing the vehicle being moved from the area</p>

		<p>outside of the permitted times. Abuse of this arrangement can result in the Landlord withdrawing the parking permit. The Landlord will have the final say on this matter.</p> <p>This rent does not include:</p> <p>telephone call charges</p> <p>internet charges and</p> <p>any other charges incurred by the Tenant that are not mentioned above</p> <p>business rates</p> <p>decoration</p>									
16	Business rates	The tenant will be responsible for payment of business rates in respect of the Offices.									
17	Use of interview rooms and meeting rooms	<p>Under separate agreement the Tenant may be allowed use of the Council Chamber and other interview and meeting rooms provided at the GBC Civic Centre which may be paid for on an ad hoc basis.</p> <p>The Landlord can provide an hospitality service which may be paid for on an ad hoc basis by the Tenant, also under separate agreement.</p>									
18	Use	The Offices will only be used in line with existing planning use as office premises. The Park View car park will be used for parking.									
19	Hours of use	<p>The Premises will only be used during the opening hours of the Civic Centre. Evening meetings outside of opening hours may be permitted under separate agreement subject to an additional caretaking etc fee being agreed. The opening hours are as follows: (subject to variation from time to time as decided by the Council)</p> <p style="text-align: center;"><u>For members of the public:</u></p> <table> <tr> <td>Civic Centre opening times</td><td>Open</td><td>Closed</td></tr> <tr> <td>Monday - Thursday</td><td>08:45</td><td>17:15</td></tr> <tr> <td>Friday</td><td>08:45</td><td>16:45</td></tr> </table>	Civic Centre opening times	Open	Closed	Monday - Thursday	08:45	17:15	Friday	08:45	16:45
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		<p>Saturday - Sunday Bank Holidays</p> <p style="text-align: right;">Closed Closed Closed Closed</p> <p style="text-align: center;"><u>For tenants of the Civic Centre:</u></p> <table> <tr> <td>Civic Centre opening times</td><td>Open</td><td>Closed</td></tr> <tr> <td>Monday – Friday</td><td>07.00</td><td>19.00</td></tr> <tr> <td>Saturday – Sunday</td><td>Closed</td><td>Closed</td></tr> <tr> <td>Bank Holidays</td><td>Closed</td><td>Closed</td></tr> </table>	Civic Centre opening times	Open	Closed	Monday – Friday	07.00	19.00	Saturday – Sunday	Closed	Closed	Bank Holidays	Closed	Closed
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20	Confidentiality and security	<p><u>Landlord’s Confidentiality Agreement</u></p> <p>Each of the Tenant’s employees or agents or guests who are provided with access to non public areas of the Civic Centre will sign the Council’s Confidentiality Agreement document. See attached for an example.</p> <p><u>Tenant’s Confidentiality Agreement</u></p> <p>If the Tenant so requires, anyone who is going to enter the Tenant’s exclusive area, except in the case of an emergency, will sign the Tenant’s Confidentiality Agreement</p> <p><u>Lanyards</u></p> <p><u>The tenant’s staff and visitors will wear the Lanyards supplied by the Council.</u></p>												
21	Building Rules and Use of Council facilities	<p>The Tenant will obey The Civic Centre building rules including those relating to smoking and fire evacuation procedures.</p> <p>The Tenant will with the permission and agreement of the Landlord have the right to erect signage (internal & external). Agreement not to be unreasonably withheld.</p> <p>External signage may be in a prescribed form as chosen by the Landlord – such as inclusion on an external banner which lists the names of other tenants of the Landlord.</p>												
22	Repair, decoration and indemnity	<p>The Landlord will be responsible for repairs, maintenance and insurance for the exterior of the Premises.</p> <p>The Landlord will be responsible for maintenance and repair (except for damage) for the interior of the Offices.</p> <p>On completion of the Tenant’s works to the Offices the Landlord will carry out a photographic schedule of condition of the Offices. At the end of the lease this will be referred to. If</p>												

		<p>there is damage to the Offices above reasonable wear and tear the Tenant will be required to make good to the Landlord's satisfaction.</p> <p>The Tenant will be responsible for decoration of the Premises.</p> <p>The Tenant will redecorate the Offices at the end of the Lease with two coats of paint to the walls and two coats of gloss to the woodwork in the Landlord's chosen colours.</p>
23	Subletting	The Tenant will not be permitted to sublet the Premises.
24	Legal Costs	Each to bear own
25	No Security of Tenure	The Tenant will have no automatic right to renew the lease at the end of the term.
26	Conditions	These Heads of Terms are subject to contract and approval.