

**HEADS OF TERMS  
WOLLATON AVENUE COMMUNITY CENTRE  
SUBJECT TO CONTRACT AND APPROVAL**

Date: January 2024

<b>Property</b>	Wollaton Avenue Community Centre, as shown edged red on the attached plan – Plan to follow.
<b>Landlord</b>	Gedling Borough Council Civic Centre Arnot Hill Park Arnold, Nottingham NG5 6LU
<b>Tenant</b>	Gedling Play Forum, Company Number 06538537 and Charity Number 1123602.  Tel: 0115 956 0673 Email: <a href="mailto:admin@gedlingplayforum.org">admin@gedlingplayforum.org</a> FAO: Anne Crosbie
<b>Landlord's Solicitor</b>	In-house: Legal Services Gedling Borough Council
<b>Tenant's Solicitor</b>	Shoosmiths LLP Tel: 0370085541 Email: <a href="mailto:ella.ward@shoosmiths.com">ella.ward@shoosmiths.com</a> FAO: Ella Ward
<b>Landlord's Agent</b>	Property Services Gedling Borough Council Tel: 0115 901 3892 Email: <a href="mailto:emma.wimble@gedling.gov.uk">emma.wimble@gedling.gov.uk</a> FAO: Emma Wimble
<b>Tenant's Agent</b>	N/A
<b>Use</b>	The Centre will be used to continue to provide: <ul style="list-style-type: none"> <li>• A creative resource centre and scrapstore;</li> <li>• Family play activities at community events;</li> <li>• Activities and workshops for organisations;</li> <li>• Group support: including access to the scrap-store and office services, drop in area and general support, signposting groups and individuals to further help and support.</li> <li>• Volunteering opportunities</li> <li>• A meeting space for partnership meetings and groups in need</li> </ul>

	Political meetings and discussions are prohibited on the premises.
<b>Tenure</b>	Leasehold
<b>Lease &amp; Term</b>	99 years from legal completion
<b>Repairs</b>	<p>The Tenant is to be responsible for all internal and external repairs at the premises and will put and keep the premises in a good a tenable condition provided that the Tenant shall not be required to put the premises in any better condition than evidenced by the building report provided by the Landlord. (The Landlord will provide the survey that has been commissioned. If the Tenant requires an additional survey they can obtain one at their own cost.)</p> <p>Tenant is to repair the premises on notice from the Landlord and commence the repairs within 3 months of notification with completion taking place within a reasonable time period. If the Tenant fails to carry out the repair the Landlord has the right to enter onto the premises and carry out the repair with the expenses reasonably incurred by the Landlord being repaid by the Tenant on demand.</p> <p>If the Tenant does not carry out the repairs or does not compensate the Landlord for any repairs that it has carried out then the Landlord has the right to forfeit the Lease.</p>
<b>Car Park lighting</b>	As the lighting for the car park is controlled from the Centre via external flood-lighting fixed to the building, the tenant will be responsible for the maintenance and repair of lighting in the car park.
<b>General compliance with H&amp;S</b>	Legionella asbestos and fire regulations in particular will be complied with together will all other compliance matters.
<b>Boundaries</b>	The Tenant will be responsible for any fencing or any boundary demarcation, to be maintained to a suitable level of repair in line with building repair obligations.
<b>Car Park Maintenance</b>	<p>The car park is shared with Phoenix Farm Community Church via an informal arrangement. The informal joint use arrangement provides both the Community Centre and Phoenix Farm Methodist Church the ability to park on their respective neighbour's car park, without the need for serving notice on one another. These car parking arrangements are informal, and the Council cannot guarantee that this informal agreement will persist into the future. The Council currently has no reason to believe that the church will change these arrangements.</p> <p>Ownership of land comprising the car park is split between GBC and the Community Church. As such, the tenant would be expected to maintain the carpark falling on the Landlord's land and take reasonable steps to facilitate continued</p>

	cooperation with the Community Church to ensure ongoing and satisfactory maintenance of the car park as a whole.
<b>Landlord's Periodic Inspections</b>	The Landlord will be able to periodically inspect the condition of the property. If the Landlord deems it necessary that any part of the building should be surveyed because it suspects that remedial works may be required then such a survey will be carried out by an appropriately qualified expert. If the survey is carried out by an external provider, then the Tenant will be responsible for the costs associated with this survey.
<b>Alterations</b>	The Tenant will have the right to carry out alterations to the Property with consent of the Landlord not to be unreasonably withheld. Internal non-structural alterations may be carried out without Landlords consent but must be compliant with planning, building and all other regulations
<b>Insurance</b>	The Landlord will be responsible for insuring the premises and will be able to recharge this amount to the Tenant.
<b>Rent</b>	£1 (One Pound) Per Annum (If demanded) Exclusive of VAT and rates
<b>Rent Commencement Date</b>	Legal Completion
<b>VAT</b>	The property is not VAT elected.
<b>Alienation</b>	The Tenant will be able to assign the lease subject to prior approval of the landlord. Assignment only to be granted where prospective assignee considered by the Landlord as a suitable community interest group, charity, or not-for-profit organisation acting to the benefit of the local community.
<b>Landlord &amp; Tenant Act</b>	The lease will be drawn with the protection of the Landlord and Tenant Act 1954.
<b>Costs</b>	Each party to bear their own costs.
<b>Conditions</b>	Subject to: 1. Subject to Contract 2. Subject to Approval by both parties