



WITHOUT PREJUDICE AND SUBJECT TO CONTRACT

## HEADS OF TERMS SCHEDULE LEASE RENEWAL

You should be aware that The Code for Leasing Business Premises in England and Wales 2007 strongly recommends you seek professional advice from a qualified surveyor, solicitor or licensed conveyancer before agreeing or signing a Business Tenancy Agreement. The code is available through professional institutions and trade associations or through the web site [www.leasebusinesspremises.co.uk](http://www.leasebusinesspremises.co.uk).

In accordance with the recommendation of the Code East Suffolk Council is willing to consider alternative lease terms to those proposed below. If you wish to suggest different terms, please set these out clearly in your reply.

Please bear in mind that variations may affect the level of rent proposed.

### Property:

- |     |                   |  |
|-----|-------------------|--|
| 1.1 | Parish:           | Lowestoft                                      |
| 1.2 | Address:          | Wellington Esplanade Lawns                     |
| 1.3 | Description:      | Lawns/Gardens currently used as public gardens |
| 1.4 | Area and Plan No: | See attached                                   |
| 1.5 | Rights Granted:   | Generally as existing lease                    |
| 1.6 | Rights Reserved:  | Generally as existing lease                    |

### Parties

- |     |            |  |
|-----|------------|--|
| 2.1 | Landlord:  | Trustees of Wellington Esplanade Lawns |
| 2.2 | Solicitor: | To be advised (if any)                 |
| 2.3 | Agent:     | To be advised (if any)                 |
| 2.4 | Tenant:    | East Suffolk Council                   |
| 2.5 | Solicitor: | East Suffolk Council                   |
| 2.6 | Agent:     | East Suffolk Council                   |

**2.7 Guarantor:** None

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**Agreement for Lease:** No

**3.1 Conditions:**

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**Term and Breaks:**

**4.1 Duration:** 21 years

**4.2 Commencing on:** Legal completion of the Lease (or 16 September 2021 if later).

**4.3 Outside 1954 Act:** No

**4.4 Break Clause:** No

**4.5 Exercisable By:** Not applicable

**4.6 Notice Period:** Not applicable

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**Permitted Use:**

**5.1** As an ornamental garden for the enjoyment and recreation of the visitors and inhabitants of the town of Lowestoft. The existing lease restrictions as to events/exhibitions, nuisance/annoyance, and yielding up as clauses 2(vi), 2 (vii) and 2 (viii) shall apply, events/exhibitions not to be over 2 days duration.

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**Rent:**

**6.1 Rent:** £75 per annum, exclusive of VAT.  
Rent will be payable annually in advance on the anniversary of commencement of the term.

**6.2 Commencing on:** Commencement of term

**6.3 Rent Payable:** In advance

**6.4 Payment Period:** Annual

**6.5 VAT Payable on Rent** To be advised

<b>6.6</b>	<b>Rent-free Period:</b>	None
<b>6.7</b>	<b>Review Dates:</b>	Fifth anniversary of term commencement and every 5 years thereafter
<b>6.8</b>	<b>Review Basis:</b>	Retail Price Index
<b>6.9</b>	<b>Dispute:</b>	Arbitration
<b>6.10</b>	<b>Fees:</b>	Equally between parties
<b>6.11</b>	<b>Time of Essence:</b>	No

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**Interest:**

<b>7.1</b>	<b>Late Rent Payment :</b>	No
<b>7.2</b>	<b>Post Rent Review:</b>	No

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**Outgoings:**

<b>8.1</b>	Landlord responsible for business rates, utility services and all other outgoings.	
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**Repair:**

<b>9.1</b>	<b>Building External/Structure:</b>	Not applicable	
<b>9.2</b>	<b>Building Internal:</b>	Not applicable	
<b>9.3</b>	<b>Decoration External:</b>	Tenant	Frequency = As reasonably required by Landlord to ensure neat clean and tidy condition.
<b>9.4</b>	<b>Decoration Internal:</b>	Not applicable	Frequency = As reasonably required by Landlord to ensure neat clean and tidy condition
<b>9.5</b>	<b>Boundaries/Other:</b>	Tenant	
<b>9.6</b>	<b>Grounds Maintenance:</b>	Tenant including reasonable maintenance as an ornamental garden for the enjoyment and recreation of the visitors and inhabitants of the town of Lowestoft	

**9.7 Schedule of Condition:** By photograph if required

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**Testing:**

- 10.1** Tenant to carry out testing of all/any fixed electrical installations, gas installations, gas appliances and portable electrical equipment all in accordance with the then current British Standards and to repair any defects or deficiencies noted. The testing will also be required at the termination of the tenancy. Copies of inspection certificates are to be provided to the Landlord on request.
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**Alterations/Improvements:**

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|-------------|--------------------------------|--|
| <b>11.1</b> | <b>Structural/External</b>     | Prohibited   |
| <b>11.2</b> | <b>Non-Structural/Internal</b> | Prohibited.  |
| <b>11.3</b> | <b>Electrical Wiring</b>       | If the tenant requires to extend or alter the electrical wiring apparatus this shall be undertaken only by an appropriately qualified electrician who shall issue a current Completion Inspection Certificate for the wiring in accordance with the current Edition of the IEE Wiring Regulations which certificate shall be made available to the Landlord. |
| <b>11.4</b> | <b>Signage:</b>                | Landlord's consent not to be unreasonably withheld if related Permitted Use otherwise prohibited. Landlord's consent shall be deemed not to be unreasonably withheld if any proposals conflict with any legal restrictions in respect to the property including limitations upon height of structures.   |
| <b>11.5</b> | <b>Aerials:</b>                | Prohibited   |
| <b>11.6</b> | <b>xx:</b>                     | Clause not used  |
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**Assignment:**

- 12.1** Whole: Prohibited
- 12.2** Part: Prohibited
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**Subletting:**

- 13.1** Whole: Prohibited except for events exhibitions or the like not exceeding 2 days in duration approved in writing by the Landlord such consent not to be unreasonably withheld although refusal due to negative impact upon residents of 1 – 24 Wellington Esplanade shall be deemed reasonable.
- 13.2** Part: Prohibited except for events exhibitions or the like not exceeding 2 days in duration approved in writing by the Landlord such consent not to be unreasonably withheld although refusal due to negative impact upon residents of 1 – 24 Wellington Esplanade shall be deemed reasonable.
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**Planning:**

- 14.1** Tenant to observe and comply with the Planning Acts and make no application under the Planning Acts without Landlord's prior written consent.
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**Landlords Rights:**

- 15.1** Tenant to permit Landlord to inspect premises to ensure lease covenant compliance and on receipt of notice to carry out repairs as required. If not undertaken within 3 months of notice, Tenant to permit Landlord to carry out works and will pay all Landlord's costs arising due as a debt.
- 15.2** The Landlord shall not cause any alteration to be made to the layout of the gardens at commencement save with the prior written consent of the Tenant
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**Costs:**

- 16.1 Of Lease:** Each party to bear own costs
- 16.2 Of Consents:** Tenant unless agreed otherwise
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**Indemnity:**

- 17.1** Tenant is to indemnify the Landlord in respect of any loss damage or injury howsoever incurred to any person or persons in its employment or any of its sub-contractors or by or to in any other person or persons or member of the public at large using the demised premises
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**Service Charge:**

<b>18.1</b>	<b>Service Charge:</b>	No
<b>18.2</b>	<b>Subject to Cap:</b>	Not applicable

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**Insurance:**

<b>19.1</b>	<b>Building:</b>	Not applicable
<b>19.2</b>	<b>Plate Glass:</b>	Not applicable
<b>19.3</b>	<b>Contents:</b>	Not applicable
<b>19.4</b>	<b>Public Liability:</b>	Tenant to provide usual public liability cover
<b>19.5</b>	<b>Date Cover to Commence:</b>	Term commencement

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**Other Terms: (Delete or expand as appropriate)**

<b>20.1</b>	<b>Installation of Services:</b>	Landlord's consent not to be unreasonably withheld to new/replacement service media being laid to premises through Landlord's retained property.
<b>20.2</b>	<b>Statutory Consents:</b>	Tenant is to be responsible for obtaining any necessary statutory consents relating to the Tenant's occupation of the premises.
<b>20.3</b>	<b>AGA:</b>	Tenant is to enter into an Authorised Guarantee Agreement on any assignment of the lease, if permitted in whole.
<b>20.4</b>	<b>General:</b>	The tenancy shall contain any other terms and conditions as the Tenant's solicitor considers necessary for a letting of this nature subject to agreement of the landlord
<b>20.5</b>	<b>Unauthorised Occupation:</b>	The Tenant shall make reasonable endeavours to address issues of unauthorised camping or the like on the property in a timely fashion
<b>20.6</b>	<b>Re-entry:</b>	The Landlord shall have a right of re-entry in the event of non-payment of rent or other breach as existing lease clause 4(i)

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I/We hereby indicate my/our agreement to the proposed heads of terms for the lease renewal as set out above.

Signed: .....

Name:.....

Date: .....

[ \* Delete those items that are not applicable]

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