

Appendix E – draft heads of terms

Subject to the Executive's agreement, authority to finalise and agree these with the prospective lessee will be delegated to the Corporate Director for Place.

LANDLORD	Trafford Council Trafford Town Hall Talbot Road Stretford M32 OTH
LESSEE	Boys and Girls Club for Greater Manchester (BGCGM) Registered Charity Number 521234 317, Broadstone Mill, Stockport Business & Innovation Centre, Broadstone Rd, Reddish, Stockport SK5 7DL
PROPERTY TO BE LEASED	Premises known as the former Partington Youth Centre, Moss Lane, Partington, M31 4FA as shown on the attached identification plan number 708/1047. The Lessee shall also have the right to use all the roads and paths of the premises ('the access ways') the use of which is necessary or desirable for obtaining access to and egress from the accommodation.
LEASE	A lease from [date to be agreed] for a period of 99 years
RENT	A peppercorn rental of £1 will be payable if demanded for the first 25 years of the lease
RENT REVIEW	The rental for the property will be reviewed on the 25 th anniversary of the date of completion of the lease and every 5 years thereafter.
USE	The property is to be used as a provision as a Youth Community Facility and as a head office for the BGCGM.
RATES AND UTILITIES	The Lessee is to be responsible for all business rates and utility costs incurred as part of the running of the building

ASSIGNMENT AND SUBLETTING	Assignment or subletting is not to be permitted in whole or in part.
ALTERATIONS	The Lessee shall not carry out any structural alterations to the property without the written consent on the landlord.
REPAIRS	The property is to be handed over in its existing condition and the tenant will be responsible for the repair and maintenance of the land / property included in the demise.
INSURANCE	Trafford Council is to continue to insure the building and recharge the premium to the Lessee. The Lessee to be responsible for their own contents insurance
INDEMNITY	The Lessee agrees to indemnify the Landlord against all claims for loss, damage, injury or other liability arising out of their use of the property. A copy of the tenant's public liability insurance up to £5 million is to be provided to the landlord.
NUISANCE	The Lessee shall not cause a nuisance or annoyance to the Council or any other occupier in the area
OTHER CONDITIONS	<ul style="list-style-type: none"> ▪ The metal security shutters must be kept up at all times when the building is occupied (in accordance with Fire Risk Assessments) ▪ Floor plans are to be displayed with fire exits clearly marked up. Fire evacuation plans are to be put up in every room that the lessee occupies. ▪ The tenant must adhere to Regulations, Environmental Health provisions, Health and Safety etc. as may be required. ▪ The Lease shall contain other conditions as deemed reasonable necessary in the circumstances by the Director of Legal and Democratic Services