

Lease in respect of XXX Public Conveniences

Agreed Heads of Terms

Landlord:	Powys County Council
Landlord's Solicitor:	Head of Legal Services, County Hall, Llandrindod Wells
Tenant:	
Tenant's Solicitor:	
Tenure:	30 years from 1 April 2016.
Extent of Property:	The extent of the property to be leased by the Landlord to the Tenant is shown edged red on the attached plan including all boundaries as appropriate.
Boundary Responsibility:	To be confirmed by reference to the Deeds.
User Restriction:	Continued provision of public toilet facilities only
Rent:	£1 per annum exclusive of all services and Business Rates.
Repairs:	The Tenant will keep the Property in good and tenantable repair throughout the term.
Services	The tenant shall be responsible for advising all statutory undertakers/providers of its occupation together with payment of all services consumed.
Break Clause:	The Tenant will have the ability to determine the lease at each anniversary of the Term, on giving the Landlord not less than 3 months' notice in writing, subject to appropriate assurances and indemnities by the Tenant in respect of any Grant funding received in relation to the improvement and refurbishment of the Property.
Insurance:	<p>The Tenant will insure the Property at an appropriate level to at least cover the full reinstatement of the Property, and will provide a copy of the Insurance certificate to the Landlord on each anniversary of the renewal date.</p> <p>The Tenant will also be responsible for ensuring adequate Employers' Liability Insurance, and a minimum £2m Public Liability Insurance during the currency of the Term.</p>

Legislative requirements: The Tenant will ensure that the Property fully complies with all relevant statutory and other legislation, whether currently in force or enacted in the future. For the avoidance of doubt, this will include such items as Fixed Electrical Testing, Legionella Testing, Asbestos, Fire Risk Assessments and so on. The Landlord will require evidence that testing is kept up to date, and all required remedial works undertaken promptly.

Assignment and Subletting: The Tenant agrees that it will not assign the Property. Subletting may be permitted solely at the discretion of the Landlord

Reservations: The Landlord reserves the right to enter the Property at any time on the giving of five working days' notice for the purpose of ensuring that the Tenant is complying with the terms of its lease. The Landlord also reserves the right to enter the demised premises at any time in the event of emergency.

Rights granted: The Tenant is granted the right, at its own discretion, to externalise the operation of the Property to a third party at its own costs, so long as in doing so, no security is conferred on that third party operator.

Security of Tenure: The Lease will be excluded from the provisions of ss 23 – 28 of the Landlord & Tenant Act 1954 Part II.

Legal Fees: Each party to bear their own costs.

General: The prospective tenant has already taken possession of the property by virtue of a licence agreement effective from XXXX, until such time as the Lease is completed.