



# CENTRAL CAR PARK BAYS: HEADS OF TERMS

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TOWN COUNCIL MEETING

REPORT 81/21

11 OCTOBER 2021

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The purpose of this Report is to provide Members with a copy of the draft Heads of Terms for the Lease of the four parking bays in the Central Car Park needed for the new build Public Toilet.

## No. DETAILS

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### 1) BACKGROUND

- a) The draft has been discussed by the Assets and Services Working Group at its meeting of 5 October; a copy of the document is attached to this Report.
  - b) A number of proposed changes emerged from that discussion as listed in the following section and Members are recommended to consider them and identify any others that should be included in ongoing discussions with the Isle of Wight Council.
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### 2) PROPOSED AMENDMENTS

- a) The Assets and Services Working Group decided to recommend three areas for change.
  - b) *Address and Description of Property*: the dimensions need to be adjusted as they are no longer accurate.
  - c) *Repairs*: although cutting the hedges is within our Grounds Maintenance contract the reference to fences and walls needs to be removed as car park maintenance is the responsibility of Island Roads.
  - d) *Legal Fees*: the proposed charge of £800 appears above normal rates given the additional indication that it is proposed to charge a further £500 for the preparation of the actual Lease.
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### 3) RECOMMENDATION

The Town Council is recommended to agree to request the changes identified in section (2) above, add any others agreed at this Meeting and authorise the Clerk, advised by the Assets and Services Working Group, to progress the Heads of Terms to completion.

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**CENTRAL CAR PARK, HIGH SREET, VENTNOR, PO30 1LU**  
**Heads of Terms – Tenancy at Will and Licence to undertake works**  
**(Subject to Contract)**

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| <b>Lessor:</b>                              | Isle of Wight Council, County Hall, High Street, Newport, Isle of Wight, PO30 1UD.   |
| <b>Lessee:</b>                              | Ventnor Town Council<br>1 Salisbury Gardens<br>Dudley Road<br>Ventnor<br>Isle of Wight PO38 1EJ  |
|   | Is the Lessee existing or new? Existing/New  |
| <b>Lessee Contact Details:</b>              | David Bartlett, Town Clerk<br>1 Salisbury Gardens<br>Dudley Road<br>Ventnor<br>Isle of Wight PO38 1EJ<br>E: <a href="mailto:townclerk@ventnortowncouncil.org.uk">townclerk@ventnortowncouncil.org.uk</a><br>T: (01983) 857840  |
| <b>Solicitors Details</b>                   | Lessee to provide details of Solicitor if applicable   |
| <b>Address and Description of Property:</b> | All that property known as part (four bays; 6.8m x 3.0m) within Central car park, High Street, Ventnor and shown edged red on the attached plan for identification purposes only.  |
|   | Is the Property currently vacant? Yes/No   |
| <b>Buildings:</b>                           | Land and buildings or land only? Land  |
| <b>Any appointed solicitor?</b>             | Name – lessee to provide details<br>Address<br>DX<br>Email<br>Tel  |
| <b>Date of Commencement:</b>                | 1 October 2021   |
| <b>Term:</b>                                | The Lease is to be for a Term of 25 years from 1 October 2021.   |
| <b>Annual Rent:</b>                         | The annual rent will be £2,950 per annum exclusive of VAT on the commencement date of the new lease and on each and every anniversary of this date up to each rent review.   |
| <b>VAT:</b>                                 | VAT is chargeable on the rent Yes/No   |
| <b>Rent Payment Dates:</b>                  | 1 October in each year OR<br>quarterly in advance on 1 [October/January/ April/July/] in each year<br><br>If the rent commencement date is different from the rent payment date, the first instalment shall be the proportion, calculated on a daily basis, in respect of the period beginning on the Rent Commencement Date until the day before the next Rent Payment Date |
| <b>Other Payments:</b>                      | Insurance charges Yes/No<br>Service charges payable Yes/No   |

In advance

~~Yes/No~~

**Rent Reviews:**

The annual rent will be reviewed annually on 1 April of each year on an upwards only basis in line with Either the open market value or the Retail Prices Index using the following information and calculation:

Base RPI Month input month & Year

Base Rent input starting rent

The indexed rent for a Review Date shall be determined by multiplying the Base Rent by the All Items index value of the RPI for the month two months before the month in which that Review Date falls, then dividing the product by the All Items index value of the RPI for the Base RPI Month. The increased amount shall then be added to the rental value of the preceding year.

**Outgoings/Utilities:**

The Lessees will be responsible for all outgoings relating to the property.

**Repairs:**

The Lessees will be responsible for all repair and maintenance relating to the Property including any boundary hedges and or fences/walls.

**Decorations:**

The Lessee will be responsible for keeping any buildings erected or to be erected in good decoration

**Alterations:**

The Lessee shall not make any external or structural alteration or addition to the property without the consent of the Lessor, such consent not to be unreasonably withheld

The Lessee shall not make any internal, non-structural alteration to the property without the consent of the Lessor, such consent not to be unreasonably withheld.

Where applicable and consent has been provided the Lessee must comply with all Planning & Building Regulations and provide evidence to the Lessor that it is compliant.

The Lessee shall not carry out any alteration to the Property which would, or may reasonably be expected to, have an adverse effect on the asset rating in any Energy Performance Certificate commissioned in respect of the Property.

**Insurances:**

The Lessee will be responsible for all insurances relating to the Property and in particular for ensuring there is third party liability insurance cover in force throughout the Term to the Lessor's reasonable satisfaction for a minimum sum of ten Million Pounds Sterling (£10,000,000).

**Permitted Use:**

The permitted use will be for the provision of public toilet facilities only.

**Rights to be granted:**

The Lessee will have a right with or without vehicles over the adjacent land.

Any other rights to be granted?

**Alienation:**

The Lessee will not be permitted to share occupation, assign or sublet the Property in whole or in part without the Lessors prior written consent and upon any such assignment a premium of 5% of the purchase price will be payable to the Lessor together with all the Lessors costs incurred upon completion of any assignment.

**Charging:**

The Lessee is allowed to charge the property without consent ~~Yes/No~~

**Health & Safety:** The Lessee will be responsible for all health & safety matters relating to the use of the Property.

**Lessor/Lessee Break Options:** Lessee may break on giving not less than six months' notice.  
Lessor to break if the Property is required for redevelopment or other purpose on giving six months' notice.

**Landlord & Tenant Act Part II** Exclusion of security of tenure applies Yes/~~No~~

**Legal Fees** The Lessee will contribute £800.00 towards the Lessor's legal fees.

**Other:** By agreeing to this lease, you will have certain contractual and legal obligations which include registering the lease with Land Registry. The Lessees shall be obliged, no later than one month after the lease completion date to register the leasing interest in the Property and on completion of registration the Lessee shall send the Lessor official copies of its title.

Signed.....

Print Name:.....

Date:.....

**Other information required by Legal Services**

**TF Lettable Unit:** [ TBC ] As found on Technology Forge

**Budget Codes:** Rent Code: [62100 733001 ]  
Debtor number is existing [ TBC ]  
Contract number if existing [ TBC ]

Insurance code (if recharged): [ N/A ]

Please confirm if Tenant is to insure Property Yes/~~No~~

Service charge code (if applicable): [ N/A ]

**Executive/Delegated Authority** Executive approval ~~Yes~~/No

Date of approval: [ N/A ]

Delegated Authority Alex Minns/Ash Curzon Yes/~~No~~

**New Lessees only:**

**Are there any meters at the Property will need to be read at completion?** ~~Yes~~/No  
If yes please confirm and provide the relevant reading in the boxes below:

[ N/A ] Gas  
[ N/A ] Water  
[ N/A ] Electric