



FIRST AID HUT LEASE: HEADS OF TERMS

TOWN COUNCIL MEETING

REPORT 23/18

12 MARCH 2018

The purpose of this paper is to ask Members to consider and respond to Heads of Terms provided by the Isle of Wight Council for a new Lease for the First Aid Hut.

No. DETAILS

1) BACKGROUND

- a) The Town Council took on a Lease for the First Aid Hut on the Esplanade in July 2012 as part of its then new Beach Safety Project.
 - b) The term of that Lease was five years and is now out of time.
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2) NEW LEASE

- a) Following the completion of the Beach Safety Project in 2017, it was clear that the Hut was in serious need of refurbishment requiring the replacement of its windows, fascia and roof.
 - b) Estimates of the cost of the necessary works indicated a total around £5,000 and the Town Council formally requested the Isle of Wight Council to share that cost given that the required works were well beyond the usual tenant responsibility.
 - c) That request was refused by email of 19 January with an offer of a new lease with a term extended to 10 years offered in response to the Town Council taking on the responsibility for all the repairs.
 - d) The Town Council approved expenditure of £5,060 for the works by Minute 22/18 of its meeting of 12 February.
 - e) Heads of Terms for such a lease have been provided and a copy is attached to this Report.
 - f) The Heads of Terms have been considered by the Assets & Services Group at its meeting of 6 March and is recommended for agreement.
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3) RECOMMENDATION

Members are recommended to agree the attached Heads of Terms as the basis of a new lease for the First Aid Hut.

Ventnor Lifeguard Hut
Heads of Terms – Lease (Subject to Contract)

Lessor:	Isle of Wight Council, County Hall, High Street, Newport, Isle of Wight, PO30 1UD.
Lessee:	Ventnor Town Council Salisbury Gardens, Dudley Road, Ventnor, Isle of Wight PO38 1EJ
	Is the Lessee existing or new? Existing/ New
Lessee Contact Details:	Name: David Bartlett (Town Clerk) Address: Ventnor Town Council Salisbury Gardens, Dudley Road, Ventnor, Isle of Wight PO38 1EJ Email: townclerk@ventnortowncouncil.org.uk Tel: 01983 559119
Address and Description of Property:	All that property known as the Lifeguard Hut, Ventnor, Isle of Wight and shown edged red on the attached plan for identification purposes only.
	Is the Property currently vacant? Yes /No
Buildings:	Land and buildings Yes/ No
Any appointed solicitor?	Name – lessee to provide details Address DX Email Tel
Date of Commencement:	1 st April 2018
Term:	The Lease is to be for a Term of ten years from the lease commencement date.
Annual Rent:	The annual rent will be one pound (£1) 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.
VAT:	VAT is chargeable on the rent Yes /No
Rent Payment Dates:	1 April in each year
Rent Reviews:	N/A
OutgoingsUtilities:	The Lessees will be responsible for all outgoing's 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.

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.

Permitted Use:

The permitted use will be for the purpose of First Aid, Beach Safety and Lifeguarding only.

Any other conditions of occupation/running of business?

Alienation:

The Lessee will not be permitted to share occupation, assign or sublet the Property in whole or in part without the Lessors consent such consent not to be unreasonably withheld.

Charging:

The Lessee shall not be permitted to charge the property without consent

Health & Safety:

The Lessee will be responsible for all health & safety matters relating to the use of the Property including compliance with LOLER and PUWER regarding pressure vessels and lifting equipment and all other relevant legislation.

Lessor/Lessee Break Options:

Lessee may break on giving not less than three months' notice .

Lessor to break if the Property is required for redevelopment or other purpose on giving three months' notice

Landlord & Tenant Act Part II

Exclusion of security of tenure applies Yes/~~No~~

Legal Fees

Each party will be responsible for their own legal fees

Other:

Signed.....

Print Name:.....

Date:.....

Other information required by Legal Services

TF Lettable Unit:

[LU00230] As found on Technology Forge

Budget Codes:

Rent Code: [N/A]

Debtor number is existing [N/A]

Contract number if existing [N/A]

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