



# VENTNOR CENTRAL: HEADS OF TERMS

---

TOWN COUNCIL MEETING

REPORT 33/22

11 APRIL 2022

---

The purpose of this Report is for Members to consider the Heads of Terms document provided by the Isle of Wight Council as the basis for a renewed lease of the old Ventnor Youth Club the Town Council has rebranded as Ventnor Central

## No. DETAILS

---

### 1) BACKGROUND

- a) The Town Council took on the management of the old Ventnor Youth Centre on 1 October 2014 following the Isle of Wight Council's closure of its Youth Service on 30 September 2014.
  - b) Heads of Terms for its management were finally agreed on 22 June 2015 and refreshed from 17 March 2017.
  - c) A formal Lease based on those Heads of Terms was agreed to take effect from 1 April 2017.
  - d) The term of the Lease was 12 months and it expired on 31 March 2018.
- 

### 2) HEADS OF TERMS

- a) The Isle of Wight Council expressed its wish to regularise the Town Council's management of Ventnor Central in November last year and have now provided a new Heads of Terms as the basis for that.
  - b) The document has been considered by the Assets and Services Working Group at its meeting of 5 April and, given the Town Council's commitment to continue its support for Baby Box, agreed to recommend the Town Council to accept it.
  - c) A copy of the document is attached to this Report.
- 

### 3) RECOMMENDATION

The Town Council is recommended to agree the attached Heads of Terms as the basis for its continuing management of the old Ventnor Youth Centre.

---



**VENTNOR FORMER YOUTH CENTRE, VICTORIA STREET, VENTNOR PO38 1ET**  
**Heads of Terms – Subject to Contract**

**INITIAL INFORMATION**

|                              |   |
|------------------------------|---|
| <b>Type of Lease:</b>        | Lease renewal   |
| <b>Landlord:</b>             | Isle of Wight Council, County Hall, High Street, Newport, Isle of Wight, PO30 1UD.  |
| <b>Landlord's solicitor:</b> | Ben Gard, Principal Lawyer, Litigation and Property Team, Isle of Wight Council, County Hall, Newport, Isle of Wight, PO30 1UD  |
| <b>Landlord's surveyor:</b>  | Claire Elderfield, Senior Estates Surveyor, Asset Regeneration & Development, Isle of Wight Council, County Hall, Newport, Isle of Wight, PO30 1UDTel: 01983 821000 ext. 6177 Email: claire.elderfield@iow.gov.uk |
| <b>Tenant:</b>               | Ventnor Town Council<br>1 Salisbury Gardens<br>Dudley Road<br>Ventnor<br>PO38 1EJ   |
| <b>Tenant's solicitor:</b>   | If applicable   |

**PREMISES AND RIGHTS**

|   |  |
|---|--|
| <b>Address and Description of Property:</b> | The land and building being the former Youth Centre, Victoria Street, Ventnor, PO38 1ET and shown edged red on the attached plan for identification purposes only. |
|---|--|

|                                   |    |
|-----------------------------------|----|
| Is the Property currently vacant? | No |
|-----------------------------------|----|

**LENGTH OF TERM, RENEWAL AND BREAK RIGHTS**

|   |   |
|---|---|
| <b>Date of Commencement:</b>                | 1 April 2022  |
| <b>Term:</b>                                | The lease is to be for a Term of 3 years from the Date of Commencement. |
| <b>Landlord &amp; Tenant Act Protection</b> | Lease to benefit from the protection of the 1954 Act      No            |
| <b>Break rights:</b>                        | Any break rights      Yes   |
|   | Landlord/Tenant may break on giving 3 months' notice                    |

**RENT DEPOSITS AND GUARANTEES**

|                       |                                |
|-----------------------|--------------------------------|
| <b>Rent deposits:</b> | Rent deposit required:      No |
| <b>Guarantors:</b>    | Guarantor required      No     |

**RENT AND RENT REVIEW**

|              |  |
|--------------|--|
| <b>Rent:</b> | The annual rent will be £1 per annum (if demanded) |
| <b>VAT:</b>  | VAT is chargeable on the rent      No              |

**Rent Reviews:**

The lease includes rent review provisions: No

**ASSIGNING, SUBLETTING, CHARGING AND SHARING****Alienation:**

|                     | Prohibited | Consent not to be unreasonably withheld | Permitted without consent |
|---------------------|------------|---|---------------------------|
| Assignment of whole | Y          |   |                           |
| Sublease whole      | Y          |   |                           |
| Sublease part       |            | Y                                       |                           |
| Sub-sublease        | Y          |   |                           |
| Concession          |            | Y                                       |                           |
| Group sharing       |            | Y                                       |                           |
| Charging            |            | Y                                       |                           |

**SERVICES AND SERVICE CHARGE**

Is a service charge payable? No

**REPAIRS**

Tenant repairs: whole building subject to no better state than evidenced by schedule of condition.

**Repairing responsibilities:**

Landlord repairs structure and common parts

**Schedule of condition:**

Schedule of condition to be carried over from 2017 lease

**USE AND ALTERATIONS****Permitted Use:**

The permitted use will be for community facilities only

**Landlord's initial works:**

Landlord to undertake works: No

**Tenant's initial works:**

Tenant to undertake works: No

**ALTERATIONS****Landlord control over alterations:**

|                         | Prohibited | Consent not to be unreasonably withheld | Permitted without consent |
|-------------------------|------------|---|---------------------------|
| External structural     |            | Y                                       |                           |
| External non-structural |            | Y                                       |                           |
| Internal structural     |            | Y                                       |                           |
| Internal non-structural |            |   | Y                         |

The Tenant 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.

Tenant to remove all alterations at lease end if the landlord reasonably requires.

**Decorations:**

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

**INSURANCE**

**Liability for insurance costs:**

Landlord to insure the property for reinstatement purposes and premium to be recovered from tenant

Tenant to have third party liability insurance cover in force throughout the Term to the Landlord's reasonable satisfaction for a minimum sum of Ten Million Pounds Sterling (£10,000,000).

**OTHER ISSUES**

**Rates and utilities:**

Tenant is responsible for paying business rates and for utilities.

**Health & safety:**

Tenant 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.

**Legal Costs**

Each party will be responsible for their own legal costs.

**CONDITIONS**

**Completion of lease conditional on:**

- IWC Board Approvals

These Heads of Terms are subject to contract

Signed.....

Print Name:.....

Date:.....

**Other information required by Legal Services**

**TF Lettable Unit:**

[ ] As found on Technology Forge

**Budget Codes:**

Rent Code: N/A

Insurance code (if recharged): 733001

Please confirm if Tenant is to insure  
Property Yes for PL

Service charge code (if applicable): 732005

**Executive/Delegated Authority**

Executive approval Yes/No

Date of approval: [ ]

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

**New Tenants 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:

[ ] Gas

[ ] Water

[ ] Electric