### HEADS OF TERMS

**Business Lease at Wyre Forest House**

**Date:**

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| --- | --- |
| Landlord | Wyre Forest District Council  Wyre Forest House  Finepoint Way  Kidderminster  DY11 7WF |
| Landlord’s Solicitor | Legal Services  Wyre Forest District Council  Wyre Forest House  Finepoint Way  Kidderminster  DY11 7WF |
| Tenant | TBC |
| Tenant’s Solicitor | TBC |
| Demise | Cafe area, ground floor (as per plan in expressions of interest proposal document)  Wyre Forest House  Finepoint Way  Kidderminster  DY11 7WF |
| Term | 5 years from a date to be agreed. |
|  |  |
| Rent | TBC  Rent includes:   * Food preparation, storage, server counter, dining furniture. * 1 Mitel phone to be provided for both internal and external purposes. This provides a unique direct dial number.  The annual line rental for the one phone is included in the overall price. Any external calls made would be re-charged on a quarterly basis. If additional phones were required, a line rental cost of £35 per annum per phone would apply*.* * ICT Infrastructure:use of internet line for connecting to internet, data, phone connectivity and use of wireless network. ICT Helpdesk support (for connectivity, telephone administration and internal room bookings system) and provision of 2smartcards (access card for: staff car park, doors to Wyre Forest House, internal building security barriers and to operate multi functional devices) and accessories. * Use of Multi Functional Device subject to additional charges for printing and photocopying as detailed overleaf. * Business rates. * Use of all communal areas and courtyard gardens. * On site car parking (subject to availability on a first come first served basis only – tenant to be issued with 2 x smart cards to provide access to staff car park). * Rent is payable by equal quarterly instalments in advance by direct debit and is exclusive of VAT.   **Telephone Charge:**   * Annual line rental to be charged at £35.00 per phone per annum. * External calls to be re-charged on a quarterly basis. |
| **Additional costs** | **Printing and Photocopying Charges (inclusive of cost of paper)** – to be charged at the following rates:   |  |  |  | | --- | --- | --- | |  | A4 (£) | A3 (£) | | Black & White | 0.05 | 0.08 | | Colour | 0.10 | 0.16 |   The above charges are to be invoiced on a quarterly basis and reviewed annually.  For high volume printing there is a Print Room. We would be happy to quote for any work you require. Any printing undertaken by the print room would be recharged on a quarterly basis. |
| **Use of Wi-Fi Services** | Use of Wi-Fi Services is subject to prior arrangement with the Landlord and only in accordance with the Agreement for Use of Wi-Fi Services and Tenant Network. |
| **Repair** | The Tenant shall be liable for any damage to the premises, fixtures, fittings, furniture and any equipment or furniture provided. No screws or nails shall be driven into walls, ceilings or floors of the premises, fixtures and fittings. Nothing is to be attached to the walls by way of blue tack, sellotape or pins or any other type of fixing. At the end of the term the Tenant shall return the Premises in no worse condition than evidenced in a Schedule of Condition to be attached to the lease. |
| **VAT** | All prices quoted are exclusive of VAT. |
| **Assignment / Subletting** | The Tenant will not be permitted to assign or sublet the accommodation throughout the term of the licence. |
| **Alterations** | The Tenant is not to carry out any alterations whatsoever. |
| **Security of Tenure** | The Lease is to be excluded from the security of tenure provisions set out in Sections 24 – 28 of the Landlord and Tenant Act 1954 (Part II). |
| **Insurance** | The Landlord shall insure the Premises and the Landlord’s fixtures and fittings therein against loss or damage by fire, explosion, lightening, aircraft and other contingencies (under the terms of the Landlord’s blanket policy). The Tenant will obtain and be responsible for all premiums for the comprehensive insurance of all Tenant’s contents, employees and visitor's liability (and will be asked to provide evidence of Public Liability insurance in the sum of £5million) and all other appropriate risks that are not covered by the Landlord's policy.  The Landlord and its servants or agents will not be held responsible for any damage of loss of goods, property, equipment or for personal injury (except in the case of negligence by the Landlord) on the Landlord’s premises or land, howsoever caused.  The tenant shall indemnify the Landlord, its servants or agents against any claims which may be made in respect thereof. Any accident must be reported to the Landlord as soon as possible after its occurrence.  The Tenant will be responsible for provision of its own first aid.  It is a condition of the Landlord’s insurance policy that all electrical equipment must have an up-to-date PA Test Certificate and the Tenant may be required to provide evidence of this in respect of all electrical equipment brought onto site. |
| **Access and Housekeeping** | The Tenant will be able to access Wyre Forest House between the hours of 7.00 am. and 7.30 pm. On weekdays only. The building is locked at 8.00 pm. There is no access at weekends.  The building is not open for Bank Holidays and is closed for the Christmas and New Year period. Shut down dates can be provided.  Reception is staffed between the hours of 9.00 am and 5.00 pm weekdays only.  No smoking is allowed in any part of the building or on site.  The Tenant shall ensure that there is no interference whatsoever during the tenancy with fire extinguishers or any other fire fighting equipment except in the case of an emergency. The Tenant must not interfere with fire doors and doors fitted with automatic closures. The Tenant shall keep every corridor, passage and exit of the premises clear of obstruction and ready for use in an emergency. The tenant must be familiar with and adhere to the Landlord’s Fire Evacuation Procedure for the building and be aware that the Landlord will test the fire alarms at 10.00 am each Thursday morning. |
| **Business Continuity** | If for any reason the whole building cannot be used due to a major incident (e.g. fire), the Tenant will be required to find alternative accommodation at their own cost. |
| **Car park** | The Tenant will be issued with 2 Smartcards which allow access to the Staff car park. Spaces are available on a ‘first come first served’ basis. All visitors are to use the Visitors car park. All vehicles and property are left in the car park entirely at the owner’s risk and the Landlord will not accept responsibility for any loss or damage however caused except where arising from the Landlord’s negligence. The Tenant shall ensure that all vehicles are parked so that no exit or carriageway is obstructed. |
| **Documentation Costs** | The Tenant will be required to pay the Landlord’s Legal costs of £450.00 plus VAT and surveyor’s costs of £150.00 plus VAT in preparing the lease documentation. |
| **Timescale** | 1st September 2019. |
| **Conditions** | * Subject to Lease. * Subject to receipt of satisfactory financial checks and provision of satisfactory trading records. |

I/We confirm acceptance of the above proposals:

Signed.......................................................

Print name.................................................

Date..........................................................