

HEADS OF TERMS

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| 1. | Property Address: | XXX Community Centre Aberdeen |
| 2. | Landlord: | Aberdeen City Council Marischal College Broad Street Aberdeen AB10 1AB |
| 3. | Tenant: | XXX Management Association |
| 4. | Landlord Solicitor | Legal and Democratic Services Aberdeen City Council Business Hub 6 Marischal College Broad Street Aberdeen AB10 1AB |
| 5. | Tenant Solicitor | TBC |
| 6. | Type of Lease: | New Lease |
| 7. | The Subjects: | The subjects shall comprise of the XXXX Community Centre, along with all and whole the area of land extending to circa XXXsq. m. The exact extent of the subjects will be agreed between the parties and identified on a plan to be mutually agreed which plan will be attached to the lease. |
| 8. | Lease Duration: | The lease shall run for a period of 25 / 30 years from the date of entry. |
| 9. | Date of Entry: | On conclusion of legal missives. |
| 10. | Rent: | £1.00 per annum if asked. |
| 11. | Use: | The Association shall use the premises as a community centre solely for the conduct of social, educational, religious, cultural, leisure and recreational activities including innovation, entrepreneurial or development activities for the benefit of the community, and for no other use whatsoever. Any request for additional use would be subject to the formal written consent of the Council not to be unreasonably withheld or delayed. |
| 12. | Tenants Works | The Association will not alter or add to the premises without the prior written consent of the Council. Any modifications, alterations, |

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| | | additions, fittings or fixtures which the Association make or instruct or install shall remain their property during the currency of the lease. |
| 14. | Condition & Repair | The Council will be responsible for and will carry out all internal and external repairs and maintenance in order to keep the existing premises in a condition fit for purposes. For the avoidance of doubt the tenant will be fully responsible for the utilities and any required maintenance or repair for any addition to the premises, either as an extension to the existing building or a standalone building within the site. |
| 15 | Insurance | The landlord will insure the existing property. |
| 16 | Public Liability Insurance | The Association shall effect and maintain Public Liability insurance cover with a limit of no less than FIVE MILLION POUNDS (£5,000,000) and employers Liability Insurance cover with a limit of no less than TEN MILLION POUNDS (£10,000,000). |
| 17. | VAT: | All figures quoted are exclusive of VAT. VAT will not be charged on the rent. |
| 18. | Irritancy: | If the Association allow the premises to go unused and/or unoccupied for a period of more than 2 months unless previously approved by the Council or if the premises are rendered unsafe and/or unfit for beneficial occupation or the Association are at any time in breach of any of the non-monetary obligations undertaken by them under the lease then the Council may bring the lease to an end forthwith. The Council shall not exercise irritancy without first issuing a written notice requiring remedy. |
| 19. | Business Rates: | As is standard practice the ingoing tenant will be responsible for all Local Authority Business Rates payable. |
| 20. | Alienation: | Subletting or assigning the whole of the leasehold premises shall not be permitted without the prior written consent of the Council Subletting in part of the premises shall be permitted on a short term basis only; for the sake of clarity a short term let is considered to be for a period less than 24 hours. |
| 21. | Suspensive Conditions: | n/a |
| 22. | Tenants Obligations | The Association will comply in all respects with all statutory requirements (already in place or to be passed in the future) and all requirements of any government department, local authority or other public or competent authority relating to the Association and to the occupation of the premises by the Association. Without prejudice to the foregoing generality this will include compliance with all relevant equal opportunities and child and adult protection guidance and legislation. |



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| 23. | Legal Costs: | The Landlord and Tenant will each bear responsibility for their own costs. The tenant will be liable for any LBTT and registration dues where applicable. |
| 24. | No Contract: | Neither this letter nor any subsequent communication by us relative to the above property shall be binding, whether acted on or otherwise, unless the same is incorporated within a written document signed by us and satisfying the requirements of The Requirements of Writing (Scotland) Act 1995. |

Our Ref: 2301/CA