

**Appendix A**

LEASE

between

ABERDEEN CITY COUNCIL, incorporated by and acting under the Local Government etc (Scotland) Act 1994 (who and whose successors as owners of the premises aftermentioned are hereinafter referred to as "the Council") OF THE ONE PART

and

, and their successors in office as Chairperson, Secretary and Treasurer respectively of the Management Committee of Community Centre, Aberdeen, as Trustees ex officio for the said Management Committee (hereinafter referred to as "the Association") OF THE OTHER PART

CONSIDERING that the Council have agreed to lease and the Association have agreed to take on lease ALL and WHOLE in the City and County of Aberdeen contained within the area shown outlined in red on the plan annexed and signed as relative hereto together with all buildings erected thereon comprising Community Centre and together also with all necessary rights of access thereto (hereinafter referred to as "the premises"); NOW THEREFORE the Council and the Association HAVE AGREED and DO HEREBY AGREE as follows:-

(ONE) The Council hereby lease the premises to the Association for the period from the day of , Two Thousand and Sixteen (which is hereby

agreed to be the date of entry notwithstanding the date or dates hereof) until the        day of        , Two Thousand and Twenty-three        .

(TWO) The Association bind and oblige themselves to pay punctually to the Council during the whole term of the lease in the name of rent the sum of ONE POUND (£1) STERLING per annum exclusive of rates and Value Added Tax which sum shall be deducted from the development grant payable by the Council to the Association in accordance with the terms and conditions of the management agreement to be entered into between the Council and the Association of even date herewith (hereinafter referred to as “the Management Agreement”).

(THREE) The Association bind and oblige themselves to pay punctually to the Council during the whole term of the lease all rates (if asked), taxes, assessments and any other charges which may be levied in respect of the occupation of the premises. In the event of the Association being unable to pay for any of the charges for which they are responsible in terms of this clause then either party shall be entitled to bring the lease to an end by giving the other party no less than sixty days prior written notice.

(FOUR) The Association will not assign the lease nor formally sublet the whole or any part of the premises, without the prior written consent of the Council which consent will not be unreasonably withheld or delayed. Notwithstanding, the Association shall be entitled to enter into short term bookings or lets of the premises, or part thereof, in order to facilitate the

operation of the premises in accordance with the terms and conditions of the Management Agreement to be entered into between the Council and the Association of even date herewith (hereinafter referred to as “the Management Agreement”).

(FIVE) The Association will not create any security over or dispose of the Association’s interest in or part with the possession of the premises or any part thereof.

(SIX) The Association shall use the premises as a community centre solely for the conduct of social, educational, religious, cultural, leisure and recreational activities for the benefit of the community and for no other use whatsoever.

(SEVEN) The Council will insure the premises in their name and at their expense with an insurance company of repute in respect of such insurable risks as the Council may from time to time reasonably require.

(EIGHT) The Council shall not be responsible for insuring the Association’s goods, equipment, stock and other contents in or on the premises.

(NINE) The Association will accept the premises in their present condition and as being fit in all respects for the purposes for which they are let. The Council will be responsible for and will carry out all internal and external repairs and maintenance in order to keep the premises in a condition fit for the

purposes for which they are let. The Council's decision shall be final as to whether any repairs and/or maintenance are required and, except in the case of emergency, the timing of the carrying out of any repairs and maintenance shall be at the Council's sole discretion. Notwithstanding the foregoing the Association will be responsible for and carry out all internal repairs and repairs or replacement of glazing at the premises required as a result of any act of vandalism except where the act of vandalism is carried out by a third party not connected with the premises nor participating in any event or activity taking place within the premises or otherwise attending at the premises. The Association will also be responsible for any internal decoration required to maintain the premises in at least a condition fit for the purposes for which they are let. In addition and subject to being afforded reasonable access to the premises at all necessary times, the Council will undertake the following cyclical inspection and maintenance –

- (a) **Legionella testing** - Monthly water temperature testing & flushing of any potential dead legs, quarterly cleaning of shower heads, annual risk assessment and any relevant cleaning of system and reports.
- (b) **Fire Fighting Equipment (including fire doors)** - Annual servicing of hose reels, fire extinguishers and fire blankets test and reports.
- (c) **Fire Alarms (if installed)** - Monthly Quarterly, 6 monthly and annual servicing and monitoring of system and reports.
- (d) **Emergency Lights (if installed)** - Monthly, 6 monthly and annual testing and servicing of system and reports.

- (e) **Electrical circuit wiring testing** - 5 Year testing of fixed electrical system and reports.
- (f) **PAT testing** - Annual testing and reports of both Council and Association owned equipment.
- (g) **Boiler Plant and Automatic controls, Heating Systems and gas fires/radiators (if installed)** - Annual testing of Gas fired systems, 6 monthly testing of oil fired systems & annual testing of controls and reports, but excluding any maintenance or other liability arising from mis-use, vandalism or re-programming of time clocks and controls.
- (h) **Refrigeration plant (Air Conditioning) (if installed)** - 6 monthly or annual depending on type of system and reports.
- (i) **Automatic Doors (if installed)** - Annual testing.
- (j) **Asbestos Management** - surveys and, where Council budget is available, remove, encapsulate or manage any material found. For the avoidance of doubt, in the event of the Association carrying out any modifications, alterations or additions to the premises then the Association will be responsible for arranging an asbestos survey of the affected part of the premises and for the management and removal where necessary of any material.
- (k) **Light Fittings** – maintenance and, where necessary, replacement of light fittings located more than 2 metres above floor level.

The Council will be entitled at their discretion whilst acting reasonably to alter the frequency of all or any of the cyclical inspection and maintenance at any time during the currency of the lease.

The Council will also be responsible for the maintenance and repair of external signage at the premises required as a result of any act of vandalism except where the act of vandalism is carried out by a party connected with the premises or participating in any event or activity taking place within the premises or otherwise attending at the premises.

. In the event the Council decide any repairs or maintenance for which they are responsible in terms of this clause to be uneconomic (which decision, having considered all funding options including funding from the Association, shall be entirely at the sole discretion of the Communities, Housing and Infrastructure Committee of the Council) the Council shall advise the Association in writing following which either party shall be entitled to bring the lease to an end by giving the other party no less than six months prior written notice.

(TEN) The Association will not in any way alter or add to the premises without first having obtained the prior written consent of the Council. Any modifications, alterations, additions, fittings or fixtures which the Association in accordance with these presents may make or instruct or install shall remain their property during the currency of the lease. On the expiry or sooner termination of the lease, unless otherwise required by the Council by notice sent in accordance with Clause (TWENTY-THREE) below, the Association shall remove any unauthorised modifications, alterations, additions, fittings or fixtures and restore the premises to their condition prior to such modifications, alterations, additions or installation of any fitting or fixture. Failing such

restoration, the Council may carry out any necessary work and recover the cost from the Association. All damage caused by any removal shall be made good by the Association at their expense to the Council's reasonable satisfaction. In the event of the Council agreeing to the retention of any modification, alteration, addition, fixture or fitting, no compensation of any kind shall be payable by the Council to the Association.

(ELEVEN) The Association will keep the premises in a neat and tidy condition at their expense to the Council's reasonable satisfaction during the currency of the lease.

(TWELVE) The Council shall not be liable for any loss, damage or injury whatsoever, however sustained, attributable directly or indirectly to any equipment or other property belonging to the Association or to third parties in or upon the premises or to any activities carried on, in or upon it by the Association or third parties.

(THIRTEEN) The Council shall not be responsible or liable to make reparation or in any way to compensate the Association for any loss, injury, damage or temporary deprivation of occupancy of the premises which the Association may sustain through the failure or insufficiency of services or utilities, nor in respect of any defect or insufficiency in any part of the premises, the Association being held to have satisfied themselves as to the suitability of the premises at the date of entry.

(FOURTEEN) 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. In addition, the Association shall comply with the provisions of the Management Agreement. Without prejudice to the foregoing generality this will include compliance with all relevant equal opportunities and child and adult protection guidance and legislation.

(FIFTEEN) The Association will permit the Council and their agents or representatives to obtain access to the premises or any part thereof during the currency of the lease upon receiving reasonable notice thereof (or forthwith in the case of emergency) provided that the Council uses reasonable endeavours to ensure that a minimum of inconvenience and disturbance is caused thereby to the Association's use and occupation of the premises. Furthermore and without prejudice to Condition 1.15 of the Management Agreement the Association will permit the Council and the emergency services to use the premises without notice being given in the event of the premises being required as a result of a civil emergency. Further, the Council shall be entitled to use the premises for the purposes of a polling station.

(SIXTEEN) The Association will not store or permit to be stored dangerous or noxious substances or materials on the premises nor will the Association allow to pass into the sewers or drains serving the premises any noxious or



deleterious effluent or any other substance which might cause any obstruction in or injury to such sewers or drains.

(SEVENTEEN) The Council will keep the premises sufficiently supplied and equipped with security and fire-fighting and extinguishing apparatus and appliances and related emergency signage which shall include all fire alarms, intruder alarms, all detectors, smoke detection systems, emergency lighting (including a central battery) and all controls. The Association will immediately notify the Council of any defects in or damage to any of the said apparatus and appliances for which the Council will retain responsibility for maintenance.

(EIGHTEEN) The Association will not erect any sign, poster, notice, advertisement or display on the exterior of the premises without the prior written consent of the Council, which consent will not be unreasonably withheld or delayed.

(NINETEEN) The Council reserves the right to install on the premises at any time during the term of the lease a communications aerial as part of the Council's wide area network (WAN) for the benefit of the Council. The Council will be responsible for all maintenance, repair and, where necessary, replacement of the said aerial. In addition to the foregoing, the Council reserves the right to install on the premises at any time during the term of the Lease photo-voltaic panels or other sustainable, energy saving devices or equipment as part of the Council's renewable energy strategy. The Council or its appointed contractor will be responsible for all maintenance, repair and,

where necessary, replacement of the said photo-voltaic panels or other sustainable, energy saving devices.

(TWENTY) (i) if the Association allow the premises to go unused and/or unoccupied for a period of more than 1 month (except in any case where (a) any closure has been previously approved by the Council or (b) the premises are rendered unsafe and/or unfit for beneficial occupation and/or use by any cause) or the Association are at any time in breach of any of the non-monetary obligations undertaken by them under the lease then and in either of such events the Council at their option may, subject to Clause (TWENTY) (ii) by notice served on the Association bring the lease to an end forthwith and treat the lease and all transmissions thereof with all that has followed or can competently follow thereon as void and null and that without the necessity of any declarator, process of removal, or other procedure at law and the premises shall thereupon revert to the Council and it shall be lawful for the Council or any person or persons duly authorised by the Council to enter upon possession of the premises and thereafter use, possess and enjoy the same free of all claims by the Association as if the lease had never been granted, but without prejudice to any other right of action or remedy available to the Council arising out of or in connection with any antecedent failure to pay any sum due by the Association or any antecedent breach of any non-monetary obligation of the Association under the lease.

(ii) In the case of a failure or contravention by the Association which is capable of being remedied, albeit late, the Council shall not exercise the foregoing option of irritancy unless and until they shall first have given written

notice to the Association requiring the same to be remedied and the Association shall have failed to remedy the same within such reasonable period, having due regard to the nature and extent of the failure or contravention complained of as shall be prescribed in the notice which in the case of non-payment of any monetary amounts will be 60 days only.

(iii) Notwithstanding the provisions outlined at (i) and (ii) above, in the event of the expiry or earlier termination of the Management Agreement then the lease shall automatically terminate as at the same date without the need for any further or separate Notice or intimation or any formal process or procedure at law.

(TWENTY-TWO) The Association will flit and remove from the premises at the expiry of the lease or earlier termination thereof without any process of removal.

(TWENTY-THREE) Any notice, request, demand, consent or approval under the lease shall be in writing. In respect of the Association any such Notice shall be sent to the chairperson of the Association. Any notice to the Council shall be sent to the Corporate Director – Corporate Governance or his equivalent for the time being at Town House, Aberdeen, all as the case may be. Notices or communications will be sent by recorded or special delivery to the premises or any other address which a party to the lease may nominate in writing from time to time in accordance with this Clause. Any notice or communication shall be treated as having been received by the person to

whom it is addressed two Working Days following the date of dispatch of the notice by post. However, where in any case these rules would result in a notice or communication being treated as having been received on a day that is not a Working Day (Monday to Friday), it shall be treated as having been received on the next Working Day afterwards. To prove the giving of the notice it shall be sufficient to show it was properly dispatched.

(TWENTY-FOUR) In the event of any question arising as to the interpretation of the provisions of the lease, then the same shall first be referred to the Council's Director of Communities, Housing and Infrastructure and an appropriate nominee of the Association Management Committee who shall attempt to reach an acceptable resolution. Should such a resolution fail to be reached the question will be determined by an expert to be agreed between the Parties. Failing agreement on an expert, either Party may apply to the Sheriff Principal of Grampian, Highlands and Islands for the appointment of such an expert. Notwithstanding the method of appointment of the expert, it shall be an express condition of appointment that any decisions will be issued within fourteen days of a joint statement by both Parties, such Parties being obliged to act reasonably and expeditiously in the preparation of such statement. Any decision issued by such an expert shall be binding on both Parties except in the event of a manifest error in fact or in law. The appointed expert shall determine the party liable for the costs of the appointment (including how those costs may be apportioned).

(TWENTY-FIVE) (i) The Association will be bound by the terms of the Management Agreement annexed and executed as relative hereto throughout the period of the lease.

(ii) In the event of any conflict between the provisions of the lease and the terms and conditions of the Management Agreement, then the terms and conditions of the Management Agreement shall prevail.

(TWENTY-SIX) The Council and the Association consent to the registration of the lease for preservation and execution: IN WITNESS WHEREOF these presents typewritten on this and the preceding pages are executed as follows -

LEASE

between

ABERDEEN CITY COUNCIL

and

THE MANAGEMENT COMMITTEE  
OF COMMUNITY CENTRE

2016  
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Subjects: Community Centre,  
Aberdeen

Head of Legal and Democratic Services  
Town House  
ABERDEEN