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|  | **Department of Regeneration & Culture****Property and Estates**1st Floor, Argus Chambers,Britannia House, BradfordWest YorkshireBD1 5HXTel: (01274) 434224Fax: (01274) 431461Email: nigel.gillatt@bradford.gov.ukWebsite: <http://www.bradford.gov.uk>Your Ref: My Ref: EM/NSG/00060Contact: Nigel Gillatt**Subject to Contract****Without Prejudice**Date: 07 March 2018  |
| Peter AshtonBaildon Town CouncilBaildon LibraryHallcliffeBaildonBD17 6ND |

Dear Peter

**IAN CLOUGH HALL, BAILDON**

Further to our meeting together with Louanne and Tom on the 20th February 2018, please find below the proposed heads of terms for an interim Community Asset Transfer (CAT) lease.

Baildon Town Council (BTC) however need to complete a State 2 CAT Application as part of the CAT process to enable ‘final sign off’ by the Strategic Director of Corporate Resource.

The arrangements are an interim measure whilst the potential for the redevelopment of the site, car park and new public realm within the centre of Baildon is evaluated and a redevelopment scheme implemented. The Director of Corporate Resource is to complete a Partnership Agreement with BTC giving you a say in the form of the redevelopment which is to include sustainable community facilities which will be transferred (CAT) to BTC on completion. City of Bradford Metropolitan District Council will place on a Legal Charge upon the land forbidding its disposal until the Partnership Agreement is ended.

Although it is proposed that the lease is for five years this is really a ‘long stop date’ and you should be aware that the Council can only commit to its current level of funding until 31st March 2019 so a joint review with BTC will be required in December 2018 to consider progress on the proposed redevelopment scheme and whether notice to break has to be served to end the lease on 31st March 2019.

The Partnership Agreement and Lease shall not preclude the retention of the existing Ian Clough Hall and Baildon Library in the longer term if this can be deemed sustainable.

LANDLORD - CBMDC

TENANT - BTC

**Lease Terms:**

1. The property demised to Tenant is shown edged red on plan number H-101-007 attached having a site area of 1,376 square metres. You will note that the lease area excludes the electricity sub-station which is leased from 1st September 1970 to 31st August 2030 to Northern Powergrid (Yorkshire) PLC and the excludes the area already leased to the library in the lease dated 4th August 2017.
2. The lease is to be granted for a term of five years from 1st April 2018.
3. The security of tenure provisions of Part II of the Landlord and Tenant Act 1954 shall not apply.
4. Either Party may break the lease at any time upon giving the other party three month’s written notice.
5. The use allowed of the premises is as a public hall, community centre, day care facility, car park to the library and other such uses that may be agreed in writing by the Landlord. Consent for commercial uses will be granted provided income from these support the elements of the building providing community benefit.
6. The Annual Rental for the Demise shall be one peppercorn (if demanded).
7. The Landlord is to be responsible for insurance of the premises.
8. The Tenant is to be responsible for reinstatement of uninsured risks where the Tenant or its visitors, be they lawful or not, are responsible for the damage.
9. The Tenant is to have public liability insurance to a value of not less than £10,000,000 (ten million pounds) and are to indemnify the landlord against any claim arising by way of the Tenants occupation and use of the Demise howsoever it may arise.
10. The Tenant may not assign.
11. The Tenant may not underlet the whole.
12. The Tenant may underlet in part without Landlord’s consent such letting as to be excluded from the Landlord and Tenant Act 1954. For the avoidance of doubt no consent is required to grant short licences of not more than twelve months and for the hire of rooms.
13. The Landlord is to be responsible for all internal and external repairs.
14. The Landlord is to keep the premises in no worse state of repair and decoration, save for fair wear and tear.
15. The Tenant is permitted to make minor non-structural alterations and decorate without the Landlord’s consent.
16. The Tenant is permitted to make major or structural alterations to the premises upon written consent of the Landlord, this consent is in addition to the Tenant attaining all other statutory and non-statutory approvals and consents to the alterations.
17. The Tenant may erect name signs, notice boards etc provided all the necessary consents and approvals are attained and may brand the building in its own name.
18. The Tenant is to be responsible for cleaning of the premises at an estimated cost to them of £4,000) four thousand pounds per annum, or such other sum that they can arrange to do the work for.
19. The Landlord shall be responsible for the disposal of trade waste from the Demise so long as it has been generated there.
20. The Tenant is to grant the Landlord a Licence back without the payment of a licence fee, unless stated, for the following purposes:
	1. To occupy that part of the building shown edged blue on the attached plan number xxxx between 8:30 and 17:00 Monday to Friday (excluding Bank Holidays). The Landlord shall be permitted to grant an under-licence if it so wishes which will currently be to Holme Farm Trust (HFT) who are to keep the property clean and tidy after each period of use.
	2. To use the premises as a polling station for local and national elections, referendums, etc. paying an appropriate hire charge.
	3. For the use an emergency planning centre in the event of a major local incident. CBMDC shall pay compensation for any loss income from hires, if demanded.
	4. To deliver Library Services from that part of the building shown edged red on plan number xxxx The existing Service Level Agreement and terms of the lease between BTC & Library Service is to remain in place with BTC not picking up any additional costs.
	5. To deliver youth services from the area edged red on plan number xxxx on a Monday evening between 18:00 and 21:00. The premises are to be left clean and tidy after each session.
21. The Tenant is to be responsible for the day-to-day management of the building, its lettings as a public hall and collection of hire fees which are to be passed in full to the Landlord up to the sum of £12,000 (twelve thousand pounds) any letting fees raised above this shall be kept by the Tenant. Payable in arrears on the 30th of September 2018 and 31st of March 2019 (within the financial year).
22. The Tenant shall contribute a sum of £7,300 (seven thousand three hundred pounds) per annum, or such other amount which may be agreed in writing, towards the running costs of the Demise, payable on the 30th September each year.
23. The Tenant shall have a right of Quiet Enjoyment.

You are recommended to seek your own independent advice. If you are satisfied with the heads of terms would you please confirm your agreement to these in writing and provide details of the solicitors who are to act upon your behalf.

Upon completion of the CAT lease agreement the Council will contribute £1,000 (one thousand pounds) towards the Tenant’s legal costs.

Should the lease outlined above not be completed by the 31st March 2018, the parties shall enter into a temporary Tenancy at Will and the management of the hall will pass to BTC otherwise on substantially the same terms as above and the Partnership Agreement.

Yours sincerely

Nigel Gillatt

Senior Estate Surveyor Research and Development