



## CORNWALL COUNCIL STANDARD HEADS OF TERMS

SUBJECT TO CONTRACT

25<sup>th</sup> September 2024

Our Ref: 09701/CP

<b>PROPERTY:</b>	Room 1/040 1 <sup>st</sup> floor, New County Hall, Treyew Road, Truro, TR1 3AY  The Property forms part of multi-tenanted municipal offices.
<b>BUILDING:</b>	New County Hall, Treyew Road, Truro, TR1 3AY.
<b>INTENTION:</b>	Grant of new lease.  Lease to be drafted by Cornwall Council Legal Services.
<b>LANDLORD:</b>	Cornwall Council New County Hall Treyew Road Truro TR1 3AY
<b>LANDLORD'S SOLICITOR:</b>	Legal Services Cornwall Council New County Hall Treyew Road Truro TR1 3AY  FAO: TBC Tel: 01872 323 197 Email: TBC
<b>LANDLORD'S SURVEYOR:</b>	Cornwall Council Estates Delivery New County Hall Treyew Road Truro TR1 3AY  FAO: Corry Provan Tel: 01872 322 222 Email: <a href="mailto:Corry.Provan@cornwall.gov.uk">Corry.Provan@cornwall.gov.uk</a>
<b>TENANT:</b>	Councils (tba)  FAO: Tel:



	<p>Email:</p> <p><b>CORNWALL COUNCIL WILL NOT ACCEPT ANY LEASE TAKEN IN THE NAME OF A LTD COMPANY UNLESS THREE YEARS ACCOUNTS ARE AVAILABLE FOR CONSIDERATION OR A GUARANTOR IS PROVIDED.</b></p>
<b>AGREED WORKS:</b>	None.
<b>RENT:</b>	<p>£5,750 per annum (cost of premises rent).</p> <p>Payable monthly in advance by Direct Debit on the 6<sup>th</sup> of each Month or such other date which shall be notified by the Landlord in advance.</p> <p>Cornwall Council Legal Services will collect the first month's/part month's and second month's rent on completion of the Lease.</p>
<b>VAT:</b>	All figures stated are exclusive of VAT, if applicable.
<b>RENT DEPOSIT:</b>	The Tenant is to pay a Rent Deposit of £1,250.
<b>OTHER CHARGES:</b>	The Tenant to be responsible for Business Rates, Building Insurance Premium (see Insurance Section), utilities, cleaning and any other applicable recharges. In the absence of separate assessment, these will be calculated and recharged on the basis of a % of the area occupied by the tenant, compared to the total useable area of the building (currently 0.14%) as a maintenance rent, subject to annual costs review, determined by the Landlord absolutely.
<b>LEASE TERM:</b>	25 years from lease completion.
<b>BREAK CLAUSE:</b>	Landlord at twelve months at any time in the event of redevelopment/need to occupy for own purposes.
<b>RENT REVIEWS:</b>	Rent to be reviewed upwards only in line with the running costs of the Building.
<b>USE:</b>	To use and occupy the Property for the purposes of a CCTV Monitoring Centre.
<b>REPAIR:</b>	Tenant to keep the interior of the Property in good repair and condition.
<b>DECORATIONS:</b>	The Tenant to keep the premises in a clean and tidy condition. The Tenant to decorate the inside in a good and workmanlike manner as required by the Landlord (but not more than every three years) and to decorate in the last three months of the tenancy howsoever determined.



<b>ALIENATION:</b>	The Tenant is permitted to sub-let to its contracted provider of monitoring services on terms to be approved by Cornwall Council in its absolute discretion and always for a duration ending a minimum of three months prior to the tenancy term hereby granted.
<b>ALTERATIONS:</b>	<p>Internal non-structural alterations or additions permitted, subject to Landlord's prior written consent.</p> <p>External non-structural and any structural alterations are not permitted.</p> <p>If required by the Landlord, all alterations to be reinstated at the end of the term.</p>
<b>YIELD UP:</b>	<p>At the end of the Term (howsoever determined) the Tenant will Yield Up the Property in accordance with the repairing, cleaning and decoration obligations of the Lease.</p> <p>The Landlord may remove, store and if not collected within 28 days, may sell or otherwise dispose of any furniture or goods which the Tenant fails to remove from the Property at the end of the tenancy. The Tenant shall be responsible for all reasonable costs which the landlord may incur. The Landlord shall be entitled to deduct such costs from any monies lawfully due to the Tenant.</p>
<b>INSURANCE:</b>	<p>The Landlord to insure the premises to the full reinstatement value recovering the due proportion of the premium (<b>£150 per annum</b>) from the Tenant as insurance rent, subject to annual review</p> <p>The Tenant shall pay to the Landlord within 28 days of written demand a fair proportion of any costs that the Landlord incurs in obtaining a valuation of the Building for insurance purposes.</p> <p>The Tenant is responsible for their own contents, employer's and public liability insurance.</p>
<b>SECURITY OF TENURE:</b>	The lease shall be contracted outside of the Landlord & Tenant Act 1954 provisions.
<b>INTEREST:</b>	The Tenant shall pay the Landlord interest at 4% over the base rate of the National Westminster Bank Plc. On all monies due to the Landlord if they remain unpaid for twenty-one days from the date when they were due. The interest shall be calculated on a day-to-day basis compounded monthly.



<b>LEASE PLAN:</b>	<p>Lease Plan to be provided by the Landlord.</p> <p><u>Plan 1:</u></p> <ul style="list-style-type: none"> <li>• The Property is edged red on the Lease Plan.</li> <li>• The access into the Property and shared areas is outlined in green within the Building.</li> <li>• The shared areas are indicated yellow edged.</li> <li>• The access area for maintenance and connection into the CCTV feeds is hatched brown.</li> </ul>
<b>SIGNAGE:</b>	<p>The tenant shall not attach any signs to the exterior of the Property or display any inside the Property so as to be seen from the outside.</p> <p>Before the end of the term, the Tenant shall remove any Signs placed by it at the Property and shall make good any damage caused to the Property by such removal.</p>
<b>RIGHTS GRANTED:</b>	<p>The Tenant is to have a right of access over the edged green areas and general access through the Estate so as not to cause annoyance/obstruction etc.</p>
<b>CAR PARKING:</b>	<p>None granted.</p>
<b>RIGHTS RESERVED:</b>	<p>The Landlord may inspect the Property on giving reasonable notice, except in an emergency in which case the Landlord may carry out an inspection at will.</p> <p>The Landlord reserves the right enter the premises to undertake work in accordance with its obligations of repair and redecoration.</p>
<b>NUISANCE:</b>	<p>The Tenant shall not do, or permit to be done, upon the Property or Estate anything that in the opinion of the Landlord may be a nuisance to the Landlord or occupiers of adjoining or neighbouring premises.</p>
<b>OTHER TERMS:</b>	<p>The Tenant shall comply with all statutory requirements including planning legislation and Health &amp; Safety requirements.</p> <p>The Tenant's business must be carried out inside the Property only.</p> <p>The Tenant shall not store any equipment or rubbish outside of the Property other than in suitable refuse containers which shall be kept cleansed and emptied regularly and located in a position the Landlord shall direct.</p> <p>The Tenant is prohibited from placing/siting the likes of shipping containers, static homes, storage containers etc anywhere on the Estate.</p> <p>Animals are prohibited on the Estate and Property.</p>



<b>COSTS:</b>	Each party to pay their own legal costs.
<b>TIMING:</b>	The Parties will use reasonable endeavours to complete the lease as soon as possible.
<b>CONDITIONS:</b>	<p>Subject to:</p> <ol style="list-style-type: none"> <li>1) Contract and Lease</li> <li>2) Landlord's Formal Approval</li> </ol> <p>Tenant's provision of Photographic ID, utility bill (no older than three months and not a mobile phone bill), confirmation of home address and references (One Bank Reference and One Commercial Landlord if not available we will accept one Trade reference only).</p>

**Draft lease plan**

