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8 September 2015

## **S U M M O N S**

**MEETING:** Economic Development Board  
**DATE:** 16 September 2015  
**TIME:** 6.00pm  
**PLACE:** Committee Room 1, Town Hall, Gosport  
**Democratic Services contact:** Lisa Young

LINDA EDWARDS  
BOROUGH SOLICITOR

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### **MEMBERS OF THE BOARD**

The Mayor (Councillor Farr) (ex officio)  
Chairman of the Policy and Organisation Board (Councillor Hook) (ex officio)

Councillor Philpott (Chairman)  
Councillor Ronayne (Vice Chairman)

Councillor Ms Ballard	Councillor Edgar
Councillor Mrs Batty	Councillor Geddes
Councillor Beavis	Councillor Hylands
Councillor Mrs Cully	Councillor Langdon

## **FIRE PRECAUTIONS**

(To be read from the Chair if members of the public are present)

**In the event of the fire alarm sounding, please leave the room immediately. Proceed downstairs by way of the main stairs or as directed by GBC staff, follow any of the emergency exit signs. People with disability or mobility issues please identify yourself to GBC staff who will assist in your evacuation of the building.**

**This meeting may be filmed or otherwise recorded. By attending this meeting, you are consenting to any broadcast of your image and being recorded.**

### **IMPORTANT NOTICE:**

- If you are in a wheelchair or have difficulty in walking and require access to the Committee Room on the First Floor of the Town Hall for this meeting, assistance can be provided by Town Hall staff on request

If you require any of the services detailed above please ring the Direct Line for the Democratic Services Officer listed on the Summons (first page).

### **NOTE:**

- i. Councillors are requested to note that, if any Councillor who is not a Member of the Board wishes to speak at the Board meeting, then the Borough Solicitor is required to receive not less than 24 hours prior notice in writing or electronically and such notice shall indicate the agenda item or items on which the member wishes to speak.
- ii. Please note that mobile phones should be switched off or switched to silent for the duration of the meeting.

**AGENDA**

1. APOLOGIES FOR NON-ATTENDANCE
2. DECLARATIONS OF INTEREST

*All Members present are required to declare, at this point in the meeting or as soon as possible thereafter, any personal or personal and prejudicial interest in any item(s) being considered at this meeting.*

3. MINUTES OF THE MEETING OF THE BOARD HELD 24 JUNE 2015
4. DEPUTATIONS – STANDING ORDER 3.5

*(NOTE: The Board is required to receive a deputation(s) on a matter which is before the meeting of the Board provided that notice of the intended deputation and its object shall have been received by the Borough Solicitor by 12 noon on Monday 14 September 2015. The total time for deputations in favour and against a proposal shall not exceed 10 minutes).*

5. PUBLIC QUESTIONS – STANDING ORDER 3.6

*(NOTE: The Board is required to allow a total of 15 minutes for questions from Members of the public on matters within the terms of reference of the Board provided that notice of such Question(s) shall have been submitted to the Borough Solicitor by 12 noon on Monday 14 September 2015).*

6. LAND AT MANOR WAY, LEE-ON-THE-SOLENT

PART II

*To inform Members of an opportunity to acquire open land at Manor Way from the Homes and Community Agency.*

Contact Officer:  
Linda Edwards  
Ext 5400

7. ACQUISITION OF LAND AT CHARK FARM, LEE ON THE SOLENT AND GOMER LANE, GOSPORT

*To authorise the acquisition of a number of small, open space land parcels forming part of the housing development at Chark Farm, Lee-on-the-Solent.*

Contact Officer:  
Mark Johnson  
Ext 5750

8. ACQUISITION OF LAND AT NEWBROKE ROAD

*To authorise the acquisition of a number of small, open space land parcels forming part of the housing development at Newbroke Road, Gosport.*

Contact Officer:  
Mark Johnson  
Ext 5750

Economic Development Board  
16 September 2015

9. LEASE OF THE FORMER FORTON RECREATION GROUND  
PUBLIC TOILETS, GOSPORT, TO Y SERVICES

*Lease of the former Forton Recreation Ground Public Toilets,  
Gosport, to Y Services*

Contact Officer:  
Mark Johnson  
Ext 5750

10. LEASE OF TOWN HALL OFFICES TO THE OFFICE OF THE  
POLICE AND CRIME COMMISSIONER FOR HAMPSHIRE

*To seek Board approval for the lease of office space within the  
Town Hall to the Office of the Police and Crime Commissioner for  
Hampshire.*

Contact Officer:  
Ian Lycett  
5200

11. ANY OTHER ITEMS

*-which the Chairman determines should be considered, by reason  
of special circumstances, as a matter of urgency.*

## AGENDA ITEM NO. 6

<b>Board/Committee:</b>	ECONOMIC DEVELOPMENT BOARD
<b>Date of Meeting:</b>	WEDNESDAY 16 SEPTEMBER 2015
<b>Title:</b>	LAND AT MANOR WAY LEE ON THE SOLENT
<b>Author:</b>	BOROUGH SOLICITOR AND DEPUTY CHIEF EXECUTIVE
<b>Status:</b>	FOR DECISION

### **Purpose**

To inform Members of an opportunity to acquire open land at Manor Way from the Homes and Community Agency.

### **Recommendation**

The Board agree to acquire the land at Manor Way shown hatched black on Appendix 1 on the terms set out in Paragraph 2.2 of this report.

### **1 Background**

- 1.1 The Council has resolved to approve the outline planning application for the redevelopment of the Daedalus Enterprise Zone subject to conditions and planning obligations including the provision of open space.

### **2 Report**

- 2.1 During the negotiation of the planning obligations in respect of open space the Homes and Communities Agency have offered a package of measures including on site provision, financial contributions and to transfer the open land at Manor Way, shown hatched black on Appendix 1, currently used for the grazing of horses, to the Council.
- 2.2 The land has been valued at £200000 and this sum is to be deducted from any financial contribution for Open Space paid under the Section 106 Agreement (the purchase price will be £1). The land is to be transferred with vacant possession and will not be subject to any covenants restricting its use.
- 2.3 If the Council agree to acquire this land then Officers will prepare proposals for the use of this land for recreational/community use for the Community Board to approve. In terms of the local plan allocation the site is designated as existing open space in both the adopted GBLPR and the draft GBLP 2011-2029

- 
- 2.4 As the land is currently fenced and mainly grassed the costs of managing the land in its existing condition can be covered by current budgets.

### **3 Risk Assessment**

- 3.1 If the Council acquires the land it will need to be managed as part of its open land assets.

<b>Financial Services comments:</b>	Contained in paragraphs 2.2 and 2.4
<b>Legal Services comments:</b>	The Council has the power to acquire this land. Stamp Duty Land Tax may be payable and this is currently £1500.
<b>Crime and Disorder:</b>	
<b>Equality and Diversity:</b>	
<b>Service Improvement Plan implications:</b>	
<b>Corporate Plan:</b>	
<b>Risk Assessment:</b>	Contained in Section 3.
<b>Background papers:</b>	None
<b>Appendix 1</b>	Plan of land at Manor Way
<b>Report author/ Lead Officer:</b>	Linda Edwards



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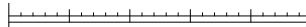
**GOSPORT**  
Borough Council

DATE : 09/02/2015

Scale

1:1250

0 10 20 30 40 50 m



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## ITEM NO. 7

<b>Board/Committee:</b>	Economic Development Board
<b>Date of Meeting:</b>	16 September 2015
<b>Title:</b>	Acquisition of Land at Chark Farm, Lee on the Solent and Gomer Lane, Gosport
<b>Author:</b>	Head of Property Services
<b>Status:</b>	FOR DECISION

### **Purpose**

To authorise the acquisition of a number of small, open space land parcels forming part of the housing development at Chark Farm, Lee-on-the-Solent.

### **Recommendation**

- a) That the Board approve the acquisition of a number of small open space land parcels from Bilton Homes (as shown on the attached plans) under a Dedication Agreement for the Chark Farm housing development.
- b) That the board note the Report from the Chief Executive in paragraph 2.5 below.

## **1. Background**

- 1.1. The Council entered into a Dedication Agreement with Bilton Homes in 1979 which provided that the Council could ask them at some time in the future to transfer a number of small open space land parcels to the Council.
- 1.2. As part of that Agreement a 'dowry' payment of £2272 was received by the Council, again in 1979 however authority for the Council to acquire the land was not obtained at that time.

## **2. Report**

- 2.1. It was recently discovered that Board authority to acquire the land in question was not sought at the time and the acquisition was therefore not completed.
- 2.2. Having received the dowry payment in 1979 the Council has taken possession of the land in question and has been maintaining it through the grounds maintenance contract ever since.
- 2.3. This Report seeks to remedy this oversight and recommends that approval is now given to make the relevant request under the 1979 Agreement and acquire this land.



2.4. The plan at Appendix 1 shows the areas of land that are proposed to be acquired by the Council, as detailed below:

- a. A section of open space laid to grass;
- b. A section of open space laid to grass;
- c. A section of open space laid to grass;
- d. This section of open space has a County Highways street sign installed on the land along with two trees, the reminder is laid to grass;
- e. This section of open space, laid to grass, is connected to an existing section of grassed land that is already in the ownership of the Council;
- f. A section of open space laid to grass;
- g. A section of open space laid to grass;
- h. At the edge of this section of open space there is a concrete path that appears to be part of the original development and forms part of the rear access to nos 7-13 Derwent Way, this path is not included within the acquisition. This section of open space is otherwise laid to grass;
- i. This section of land has been planted with shrubs;
- j. This section is of open space, laid to grass, is connected to an existing section of grassed land that is already in the ownership of the Council;
- k. A section of open space laid to grass.

2.5. It can also be reported to the Board that the Chief Executive has exercised his delegated Authority under Paragraph 2.7 of Part 3, Schedule 10 of the Council's Constitution to purchase 6 small areas of land in and around Gomer Lane, Gosport at an auction on 21 July 2015. The areas are shown on the plan annexed to this Report as Appendix 2. The reason for the urgency was that details of the auction only came to light a week or so before it was to be held. The Chief Executive consulted with the Section 151 Officer and the Monitoring Officer in accordance with the relevant Paragraph.

### **3. Financial**

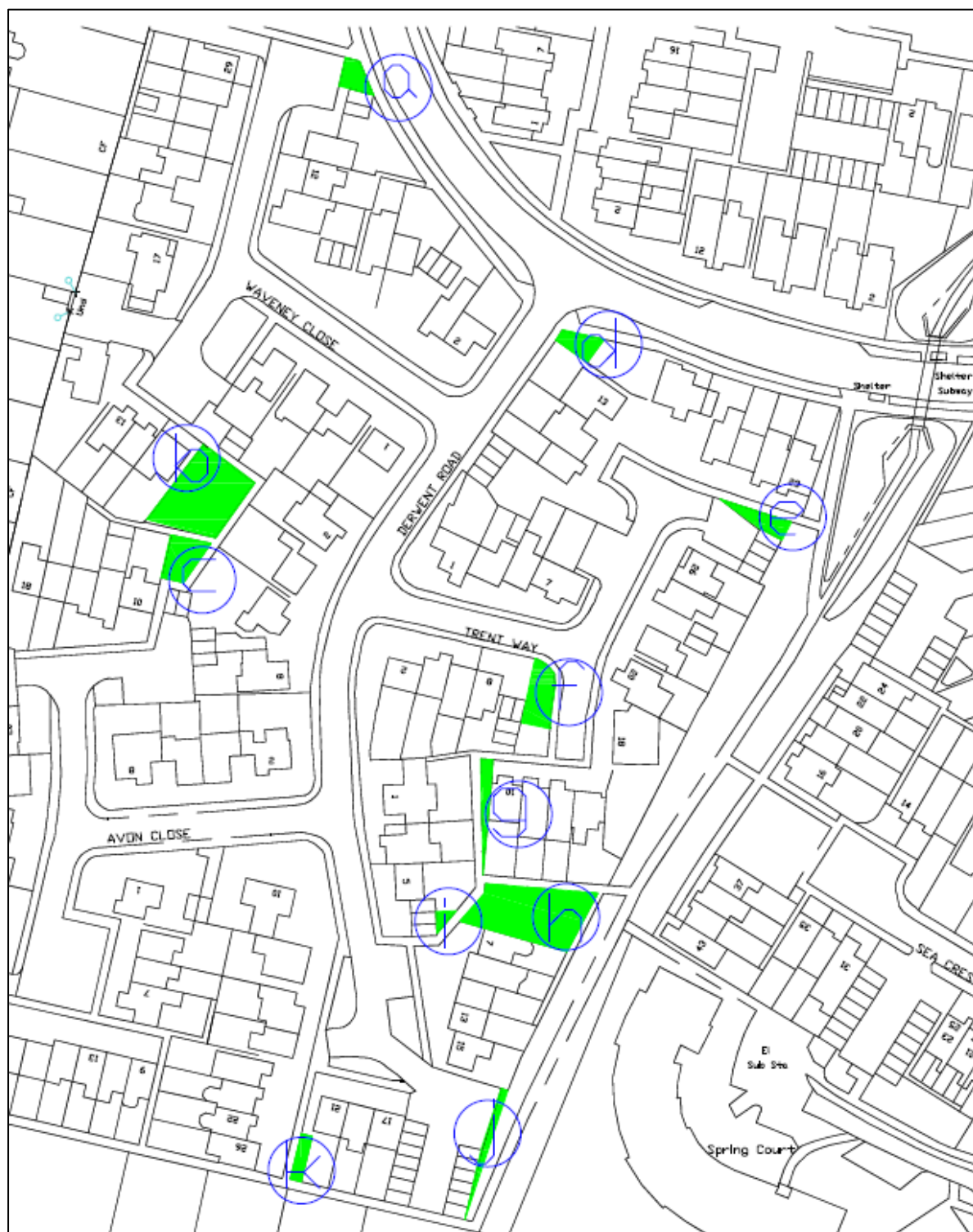
3.1. The land at Chark Farm came with a dowry payment of £2272 in 1979 towards its future upkeep.

### **4. Risk Assessment**

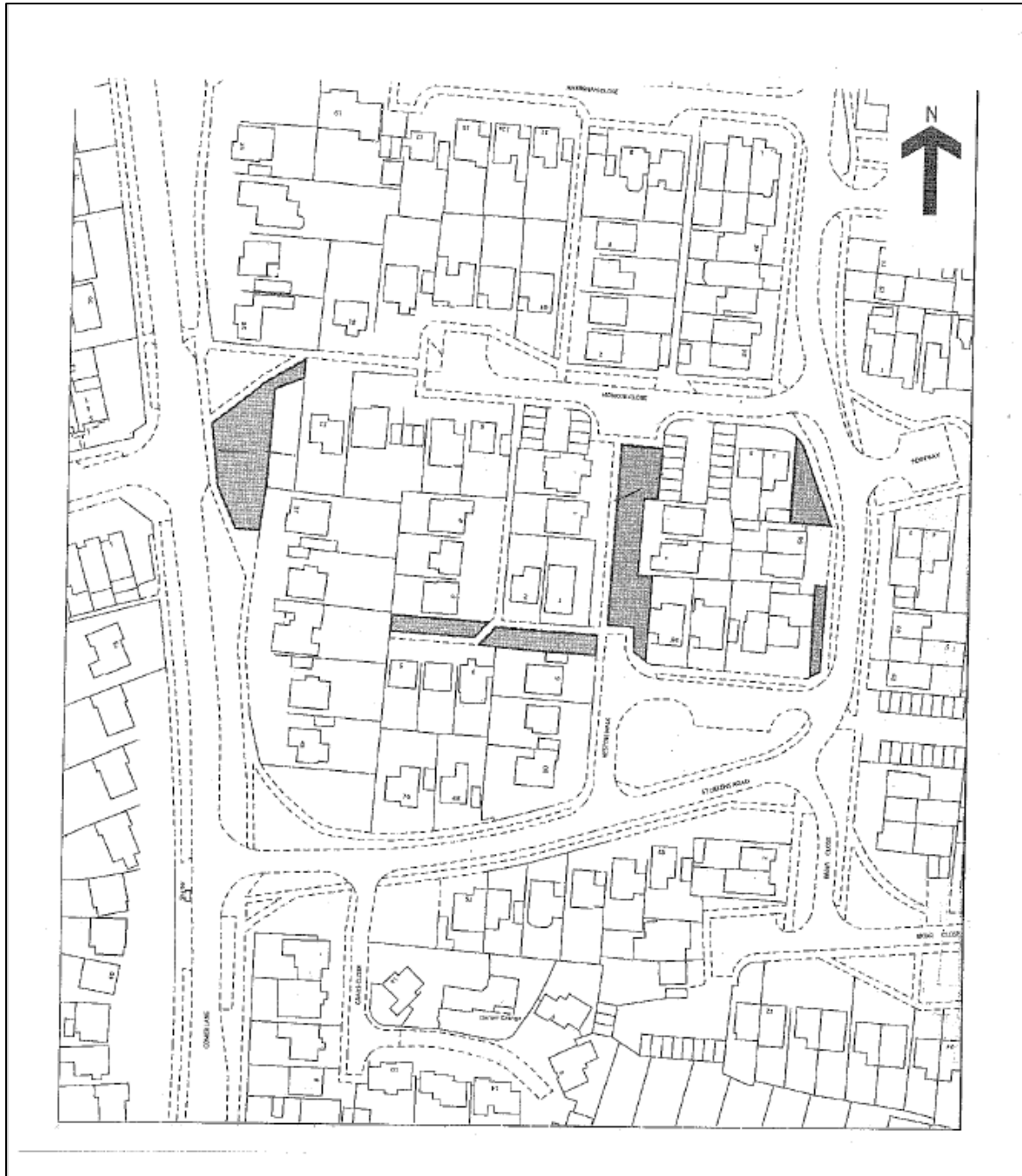
4.1. The Council should now acquire the land at Chark Farm which it has been maintaining since 1979 as it would not now be possible to return the land to the former owner.

<b>Financial Services comments:</b>	Contained in section 3 of the report
<b>Legal Services comments:</b>	The Board has power to acquire the land pursuant to the 1979 Dedication Agreement.
<b>Crime and Disorder:</b>	None
<b>Equality and Diversity:</b>	None
<b>Service Improvement Plan implications:</b>	This action is not included in the Service Improvement Plan.
<b>Corporate Plan:</b>	None
<b>Risk Assessment:</b>	Contained in Section 4
<b>Background papers:</b>	None
<b>Enclosures:</b>	Appendix 1 Appendix 2 – 6 small areas around Gomer Lane
<b>Report Author/ Lead Officer:</b>	Andrew Morton

## Appendix 1 – Location Plan, Chark Farm



## Appendix 2 – Location Plan, Gomer Lane



## AGENDA ITEM NO 8

<b>Board/Committee:</b>	Economic Development Board
<b>Date of Meeting:</b>	16 September 2015
<b>Title:</b>	Acquisition of Land at Newbroke Road, Gosport
<b>Author:</b>	Head of Property Services
<b>Status:</b>	FOR DECISION

### **Purpose**

To authorise the acquisition of a number of small, open space land parcels forming part of the housing development at Newbroke Road, Gosport.

### **Recommendation**

That the Board approve the acquisition of a number of small open space land parcels from Taylor Wimpey (as shown on the attached plan) under a Dedication Agreement for the Newbroke Road housing development.

### **1. Background**

- 1.1. The Council entered into a Dedication Agreement with Taylor Wimpey in 1980 which provided that the Council could ask them at some time in the future to transfer a number of small open space land parcels to the Council.
- 1.2. As part of that Agreement a 'dowry' payment of £1867 was received by the Council, again in 1980, however authority for the Council to acquire the land was not obtained at that time.

### **2. Report**

- 2.1. It was recently discovered that Board authority to acquire the land in question was not sought at the time and the acquisition was therefore not completed.
- 2.2. Having received the dowry payment in 1980 the Council has taken possession of the land in question (which does not include any of the boundary structures) and has been maintaining it through the grounds maintenance contract ever since.
- 2.3. This Report seeks to remedy this oversight and recommends that approval is now given to make the relevant request under the 1980 Agreement and acquire this land.

### **3. Financial**

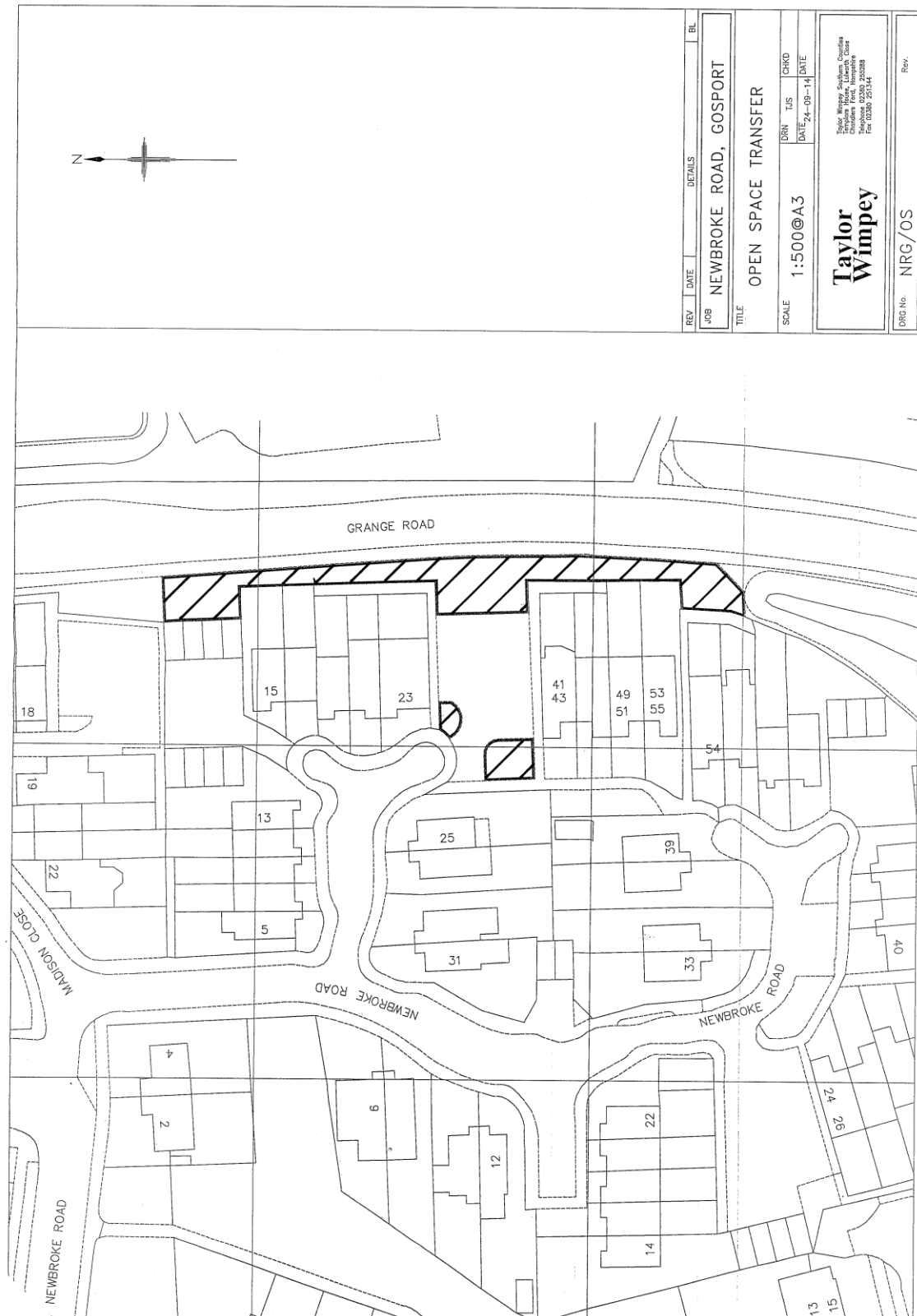
- 3.1. The land came with a dowry payment of £1867 in 1980 towards its future upkeep.

#### 4. Risk Assessment

- 4.1. The Council should now to acquire the land which it has been maintaining since 1980 as it would not now be possible to return the land to the former owner.

<b>Financial Services comments:</b>	Contained in Section 3
<b>Legal Services comments:</b>	The Board has the power to authorise the acquisition of the land pursuant to the 1980 Dedication Agreement.
<b>Crime and Disorder:</b>	None
<b>Equality and Diversity:</b>	None
<b>Service Improvement Plan implications:</b>	This action is not included in the Service Improvement Plan.
<b>Corporate Plan:</b>	
<b>Risk Assessment:</b>	Contained in Section 4
<b>Background papers:</b>	None
<b>Enclosures:</b> Appendix 1	Location Plan
<b>Report Author/ Lead Officer:</b>	Andrew Morton

# Appendix 1 – Location Plan



## **AGENDA ITEM NO. 9**

<b>Board/Committee:</b>	Economic Development
<b>Date of Meeting:</b>	Wednesday 16 <sup>th</sup> September 2015
<b>Title:</b>	Lease of the former Forton Recreation Ground Public Toilets, Gosport, to Y Services
<b>Author:</b>	Head of Property Services
<b>Status:</b>	FOR DECISION

### **Purpose**

To seek Board approval for the grant of a new lease of the disused Forton Recreation Ground Public Convenience to Y Services

### **Recommendation**

That the Board approve the terms contained in this Report and authorises the Borough Solicitor and Deputy Chief Executive to enter into a new Lease with the proposed tenant.

### **1 Background**

- 1.1 Forton Recreation Public Toilets, situated on the corner of Coulmere Road and Forton Road, has been permanently closed for many years and has suffered damage to the roof and rainwater goods. The metal sheets boarding the doors give a poor impression of both the building and the park in general, and the building is in a very prominent position on the main road into the Town.
- 1.2 Y Services, providing youth services to young people between the ages of 11-19, approached the Council with a view to convert the disused former public toilet building into a facility supporting local football and youth activities in Forton Recreation Ground. Y Services are promised funding from Barclays and the Football Foundation, totalling twenty-five thousand pounds to support the conversion of the building into changing rooms/meeting room. It is understood that this promise of funding will be withdrawn on 31<sup>st</sup> March 2016 if approval to use these premises for this purpose has not been given.
- 1.3 In order to secure funding Y Services required a reasonably long lease, and the Council proposes twenty years.

### **2 Report**

- 2.1 The term will be twenty years. The rent for the first ten years will be one peppercorn, with an open market rent review on the tenth and fifteenth anniversary (by which time the facility may have grown into a larger, successful youth centre). A long Lease is considered necessary in order to attract external funding.



- 2.2 The Lease will be granted pursuant to Section 123 of The Local Government Act 1972 and as the term is to be for in excess of 7 years the rent payable should represent the Best Consideration that can reasonably be obtained. The Lease proposed in this Report is to be for 20 years and the first ten years will be at a peppercorn, which does not represent Best Consideration. However, the Secretary of State has issued a number of General Disposal Consents to permit a Local Authority to dispose of land, including the granting of a Lease, for less than Best Consideration. Consent 2 a) ii) enables a longer Lease at less than Best Consideration to be granted when the purpose to which the land is to be put “is likely to contribute to the achievement of...the promotion or improvement of social well-being.”
- 2.3 It is considered that the proposed Lease which is the subject of this Report will contribute to such social well-being as the proposed Tenants will provide a service to young people in the local community. Supporting such groups forms part of the Council’s Community Strategy.
- 2.4 The permitted use will be as a sports changing facility and meeting room delivered by or through the Lessee only; there will be explicit exclusions to use as a drop-in centre for homelessness or substance abuse users.
- 2.5 The tenant will be responsible for all repairs and maintenance to the premises.
- 2.6 The tenant will be responsible for all charges and utility payments in respect of the property.
- 2.7 The tenant will keep the premises in a good state of internal and external decorative appearance, painting the interior at least once every five years
- 2.8 The tenant will not be permitted to part with possession, assign or sub-let to any other tenant, share possession or hold on trust for another or grant any licence in respect of the premises nor to acquire any easements or allow encroachments.
- 2.9 On completion of the agreed works, the tenant is not permitted to alter, remove or add to any part of the premises without the prior permission of the Council
- 2.10 The tenant must not permit the use of the premises to become a nuisance to neighbouring properties or lawful users of the recreation ground.
- 2.11 Either party may end the lease at any time after the fifth anniversary by giving at least six months’ notice in writing.

- 2.12 The tenant is to arrange building insurance for the premises and obtain all other insurances for the permitted use.
- 2.13 The tenant is to complete the agreed conversion works within six months of the date of the lease
- 2.14 The lease will contain other standard clauses as considered necessary by the Borough Solicitor and Deputy Chief Executive.
- 2.15 The conversion of this facility does not have any impact on human rights or equality or diversity issues because the public convenience is permanently closed and therefore not currently in use. The new use will provide support to youth services.

### **3 Risk Assessment**

- 3.1 Should the Council not proceed in the grant of a new lease, the existing risk attached to a disused building continues; i.e. the general aspect of neglect and dilapidation and continued vandalism and appearance of graffiti. The Council would continue to pay the costs associated with the disused building, £650 per year rates and utility standing charges of £220 per year.
- 3.2 There are no risks involved in the Council granting a lease. The funding is externally sourced, therefore if through a lack of funding or any other reason the youth project fails, the premises reverts to the Council at no increased risk than currently exists. A Clause to deal with the early termination of the Lease if funding is lost will be inserted into the Lease.

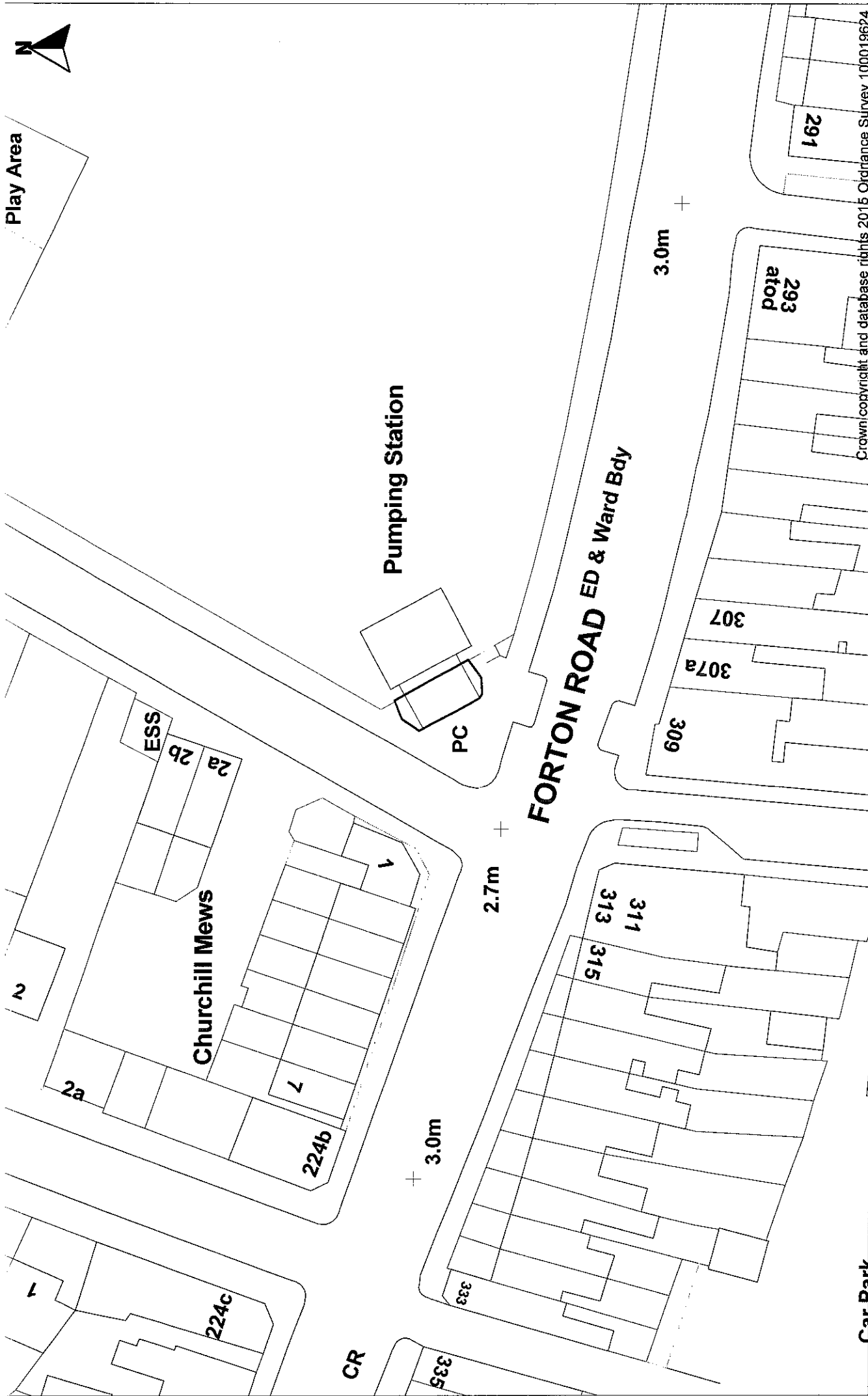
### **4 Conclusion**

- 4.1 The premises are permanently closed and are in effect surplus to Council purposes. To bring the premises back into use for a youth service is a positive use of Council assets and will save the Council £870 per year in running costs and future repair and maintenance costs.
- 4.2 It is recommended that the Board approve the terms and authorise the Council's officers to enter into a new lease with Y Services

<b>Financial Services comments:</b>	Paragraphs 3.1 and 4.1 refer
<b>Legal Services comments:</b>	Contained within the Report
<b>Crime and Disorder:</b>	None
<b>Equality and Diversity:</b>	None
<b>Service Improvement Plan implications:</b>	This action is not included in the Service Improvement Plan.
<b>Corporate Plan:</b>	People: Promoting health & wellbeing
<b>Risk Assessment:</b>	Contained in Paragraphs 3.1 and 3.2
<b>Background papers:</b>	None

<b>Enclosures:</b> Appendix1	Location Plan
<b>Report author/ Lead Officer:</b>	Mark Johnson

Play Area



Car Park  
TOWN HALL, HIGH STREET, GOSPORT,  
HANTS, PO12 1EB.  
DATE : 17/08/2015  
GOSPORT  
Borough Council

Scale  
0 4 8 12 16 20 m

1:500

DATE : 17/08/2015



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Plan 1

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## AGENDA ITEM NO. 10

<b>Board/Committee:</b>	Economic Development Board
<b>Date of Meeting:</b>	16 September 2015
<b>Title:</b>	Lease of Town Hall Offices to the Office of the Police and Crime Commissioner for Hampshire
<b>Author:</b>	Chief Executive
<b>Status:</b>	FOR DECISION

### **Purpose**

To seek Board approval for the lease of office space within the Town Hall to the Office of the Police and Crime Commissioner for Hampshire.

### **Recommendation**

That the Board authorises the Council to enter into a ten year Lease with The Office of the Police and Crime Commissioner for the Hampshire Police Area (OPCC) to provide their office accommodation in part of the Town Hall, and authorises the Chief Executive and Borough Solicitor and Deputy Chief Executive, in conjunction with the Head of Property Services, to conclude negotiations.

### **1. Background**

1.1 The Police and Crime Commissioner (PCC) for Hampshire is currently implementing an Estate Change Programme which builds upon successful partnerships that have been forged as part of the PCC's commitment to neighbourhood policing and moving from an owned to a shared estate.

1.2 Gosport Borough Council has been approached with a view to installing a Neighbourhood Police Office within the Town Hall that will work in conjunction with a new Patrol Base that is being established at the Fareham Reach Business Park.

### **2. Report**

2.1 Upon approach from The OPCC Council Officers first carried out an audit of the Town Hall office accommodation to ensure that all Council functions could be properly and efficiently carried out within what would effectively be a reduced floor area. It was determined that with some reorganisation this could be achieved.

2.2 Officers have, in principle and subject to Board approval, agreed terms for a ten year lease with the OPCC which will provide an annual rental income of £18,547.00 plus a service charge in the region of £16,000.00 (including NNDR). The proposed Heads of Terms can be seen at Appendix A. The rent represents the Best Consideration that is reasonably obtainable for the area in question under Section 123 of The Local Government Act 1972. This has been confirmed by an independent assessment by the Council's Consultant Valuer who stated that the agreed rent and terms reflect the current market.

2.3 The area proposed to be leased to the OPCC is shown at Appendix B & C and is contained within the ground floor of the south wing of the Town Hall, currently occupied by Housing Operational Services, Property Services and Finance & Business Support units.

2.4 The vehicle parking area has been agreed, in principle, as shown at Appendix D although the actual layout could be subject to revision for operational purposes.

### **3. Risk Assessment**

3.1 The lease to the OPCC is considered to be low risk; although it will reduce the Council's flexibility as a result of having a reduced floor area it will provide a useful additional revenue stream. In addition having a Police presence in the Town Hall on a 'near' 24/7 basis should have a positive impact on the security of the building and its users.

### **4. Conclusion**

4.1 The leasing of office accommodation and associated vehicle parking to the Office of the Police and Crime Commissioner for Hampshire will provide useful income to the Council as well as an opportunity for the two organisations to develop even closer professional relationships.

<b>Financial Services comments:</b>	See paragraph 2.2
<b>Legal Services comments:</b>	The Board can approve the recommendation provided that Members are satisfied that the agreed rent represents Best Consideration. It is noted from Paragraph 2.2 of the Report that this is indeed the case.
<b>Crime and Disorder:</b>	None
<b>Equality and Diversity:</b>	None
<b>Service Improvement Plan implications:</b>	
<b>Corporate Plan:</b>	These proposals support the Council's core values relating to Performance and Partnership
<b>Risk Assessment:</b>	See section 3
<b>Background papers:</b>	None
<b>Appendices/Enclosures:</b>	
Appendix 'A'	Draft Heads of Terms
Appendix 'B'	Floor Plan of Proposed Office Area
Appendix 'C'	Proposed Office Area in context of the whole Ground Floor
Appendix 'D'	Plan of Proposed Vehicle Parking Area
<b>Report author/ Lead Officer:</b>	Andrew Morton

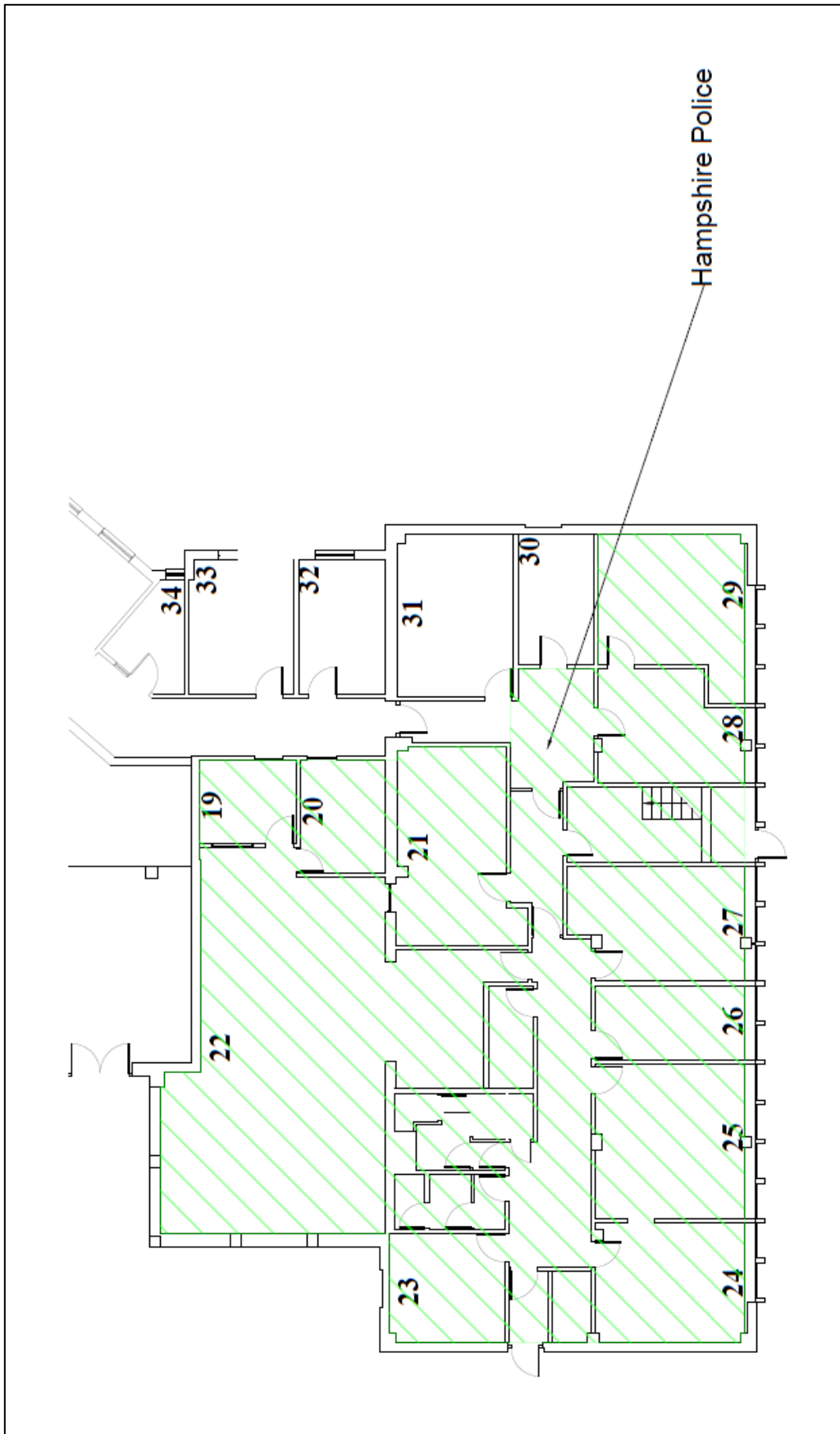
## Appendix A – Proposed Heads of Terms

<b>Landlord</b>	:	Gosport Borough Council of Town Hall, High Street, Gosport Hampshire PO12 1EB
<b>Tenant</b>	:	The Police and Crime Commissioner for Hampshire Police Area of St Georges Chambers, St Georges Street, Winchester
<b>Lease</b>	:	A term of ten (10) years from 1 <sup>st</sup> December 2015 contracted out of sections 24-28 of the L&T Act
<b>Rent</b>	:	£18,547 per annum exclusive of service charges payable quarterly on 1 <sup>st</sup> Dec, 1 <sup>st</sup> Mar, 1 <sup>st</sup> Jun and 1 <sup>st</sup> Sep To reflect the works that are required within the leased area no rent will be invoiced for the first quarter
<b>Rent Review</b>	:	On the fifth anniversary on open market value upwards only
<b>Demise</b>	:	All that ground floor office space part of the Town Hall, High Street, Gosport PO12 1EB “the premises”
<b>Car Park</b>	:	The Council owned Car Park immediately adjacent to the south of the Premises in which the tenant shall have the right to park up to a maximum of twelve vehicles being cars or motorcycles or vans (light commercial vehicles up to a maximum weight of 3.5 tonnes).
<b>User</b>	:	The lease shall permit the tenant to use the premises for the purposes of an office with limited public access to a secured reception area operating on a twenty-four hour, seven day a week basis
<b>Charges</b>	:	The tenant will not be responsible for any charges levied upon the premises from any source other than the landlord
<b>Service Charges</b>	:	The tenant shall pay an annual service charge to the landlord that shall be comprised of 5.75% of the landlord’s building and service costs including utility provision, building insurance, NNDR, external repairs and building management and maintenance of mechanical and electrical apparatus.
<b>Service Charge payment</b>	:	The landlord shall provide an annual statement of service charges with each annual invoice
<b>Tenant repairs</b>	:	Internal repairs including minor damage to walls, ceiling tiles and lattice, floors and floor coverings, internal window and door frames, glazing to internal windows and doors and any damage to the landlord’s fixtures and fittings including mechanical and electrical installations
<b>Landlord Repairs</b>	:	All external and structural repairs, all external glazing, external door and window frames including internal sills and all mechanical and electrical systems serving the premises in common with the rest of the landlord’s property

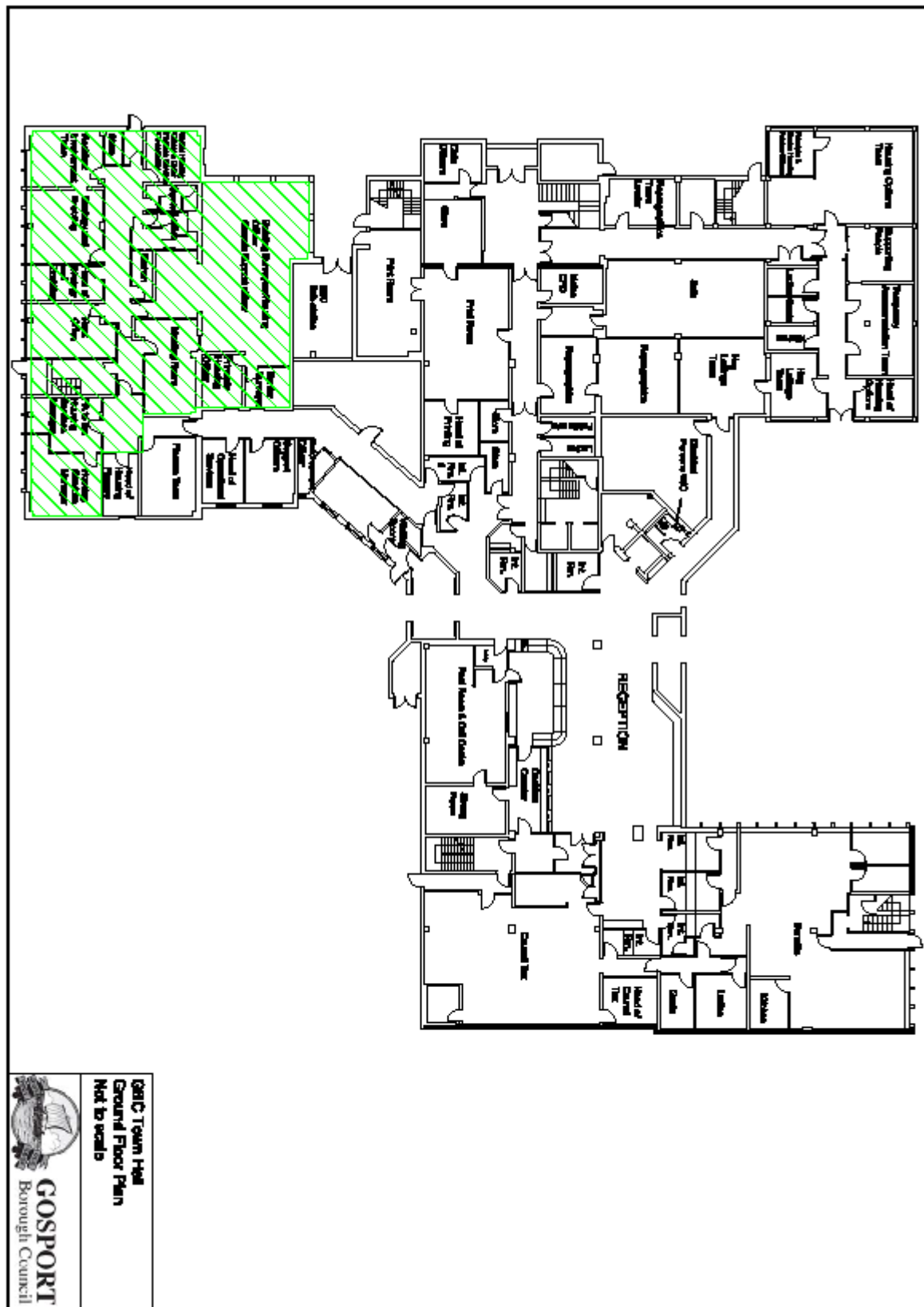
<b>Decoration</b>	:	The tenant is to keep the interior of the premises in a good condition of repair and appearance
<b>Alterations</b>	:	The tenant is to provide plans and specifications of the proposed fit out for the landlord's approval and a Licence for Alterations to be completed simultaneously with the Lease. Any further alterations are to be subject to the landlord's consent and whose decision is final
<b>Alienation</b>	:	The tenant shall not be permitted to assign, share with a third party or part with the whole or part of the premises
<b>Cleaning</b>	:	The tenant is to keep the premises clean and tidy and shall be permitted to use the Council's commercial non-hazardous waste collection service
<b>Condition:</b>	:	The premises are to be let on vacant condition as evidenced by the Schedule of Condition annexed to the Lease and shall include the landlord's fixtures and fittings where described
<b>Insurance:</b>	:	The landlord shall insure the premises and recharge the tenant the agreed service charge per centum. The tenant shall arrange their own contents and public liability insurances
<b>Yielding up</b>	:	The tenant shall yield up the premises at the expiry of the lease
<b>Break</b>	:	<p>The tenant may break the Lease on the third, fifth and seventh anniversary giving the landlord at least six months written notice. The landlord may break the lease on the fifth and seventh anniversary giving the tenant at least nine months written notice. The lease will also contain a landlord's break clause to operate at any time during the term of the lease giving the tenant least nine months written notice in the event of the Landlord deciding to redevelop its property at the Town Hall.</p> <p>If the landlord breaks the lease for redevelopment purposes and is unable to re-provide suitable accommodation for the OPCC before 5th anniversary of the lease then 10% of the proportion of fit out expenditure for each full year remaining on the lease, up to a maximum of 50%, to be repaid to the OPCC.</p>
<b>Landlord's Retained Rights</b>	:	the Landlord retains the right to enter the premises in event of emergencies; and to pass down and along the stairwell D to exit the premises at the external fire doors; and to access the electricity cupboard C to carry-out necessary management functions
<b>Tenant's Rights Granted</b>	:	to enter and exit the Town Hall building along the link corridor and through the main reception area; the rights of facilities and services [details to be advised]
<b>Costs</b>	:	Each party to bear their own costs



## Appendix B – Plan of Leased Office Area



## Appendix C - Proposed Leased Office Area in context of the whole Ground Floor



Appendix D – Plan of Vehicle Parking Area  
(OPCC area shown hatched)

