DRAFT HEADS OF TERMS – NEW LEASE - BOATING LAKE TOILETS, CLEETHORPES
(Subject to Contract and Subject to Planning Permission)

Landlord: North East Lincolnshire Borough Council
Municipal Offices
Town Hall Square
Grimsby
N E Lincolnshire
DN31 1HU

Demised Premises: Public Toilets and adjacent land at Cleethorpes Boating Lake, Kings Road, Cleethorpes (as delineated in red on the ‘Location Plan’)

Term: To be agreed

Rent: To be agreed

Rent Review: To be agreed

Use: For use as public toilets or conversion into alternative use inclusive of toilet facilities being available for public use.

Planning Permission: A new lease will be subject to the Tenant obtaining all necessary planning permissions for the intended use at their own cost. The Council will not accept any liability for abortive fees or refused applications.

Access: Toilet facilities to remain open to members of the public at all times.

Charging: The Tenant to be permitted to charge for use of the toilet facilities to a maximum of £0.20 (twenty pence) per visit.

Opening Times: The minimum opening times are 8am to 6pm during Winter (October to Easter) and 8am to 8pm during Summer (Easter to September)

Business Rates, Taxes and Other Outgoings: The Tenant is to be responsible for the payment of all rates, taxes, impositions and outgoings whatsoever imposed upon the Tenant’s use of the Demised Premises.
Utilities: The Tenant to be responsible all utility costs in respect of water and electricity (and gas where applicable)

Compliance with Statutes: The Tenant shall be responsible for ensuring that the Demised Premises meet all legal requirements (statutes, regulations, bye-laws etc.) in relation to their use and occupation of the Site.

Indemnity: The Tenant shall indemnify the Landlord against any loss, damage, liability, claims and costs which arise as a result of, or in connection with, the Tenant’s occupation of the Property and shall reimburse the Landlord for the cost ofremedying any damage caused to the Demised Premises and or any surrounding property including all claims actions and demands which may arise howsoever.

Insurance: The Council will insure the building against fire, lightning, explosion and aircraft, and recharge to the Tenant.

The Tenant is required to hold a current policy of Insurance in respect of Public Liability or Third Party risks, including Products Liability where appropriate. The relevant limit of indemnity will be an amount approved by the Council’s Risk and Insurance Section and must not be less than £5 million. The Council reserves the right to require a higher limit if deemed necessary.

The Tenant must produce evidence of their insurance cover and indemnify North East Lincolnshire Council against all activities on the Demised Premises.

Nuisance: The Tenant not to do or to permit any act, matter or thing which may be a nuisance or cause damage or obstruction to the Landlord or the lessees, lessors or owners or occupiers of any adjoining or neighbouring property.

Noise: The unreasonable use of loud speaker systems or the playing of music so as to cause a nuisance is not permitted.

Alienation: Absolute prohibition against the assignment or subletting of the Demised Premises.

Repairs and Maintenance: The Tenant to be responsible for all repairs and maintenance to the Demised Premises, including any plate glass windows or doors. This includes putting the unit into a good standard of repair at the commencement of the lease. The tenant to be responsible for the day to day maintenance of the demised premises.
| **Alterations:** | No fixtures or fittings to be added or any alterations to be made without the prior written consent of the landlord. |
| **Signage & Placards:** | No sign or placard to be erected without the prior written consent of the Landlord. Any signage or placards must be compliant with all planning regulations. |
| **Trade Waste:** | The Tenant must ensure that all trade waste (including food waste) is disposed of in the correct manner and must not use the park’s litter bins for trade waste. |
| **Environmental** | The Tenant to ensure that it complies with all statutory requirements including all environmental requirements in relation to the Demised Premises |
| **Rights Reserved:** | The Tenant to permit the Council or its agents at any reasonable time to enter the Demised Premises for the purpose of inspecting the Demised Premises. |
| **Security of Tenure:** | The Landlord and Tenant to jointly contract out of Sections 24-28 of the Landlord & Tenant Act 1954. |
| **Other terms:** | To be agreed as appropriate. |
| **Landlord’s Agent:** | ENGIE Services Limited  
Origin Two  
Origin Way  
Europarc  
Grimsby  
DN37 9TZ |
| **Solicitor to the Landlord:** | Solicitor to the Council  
C/o Legal Admin  
Municipal Offices  
Town Hall Square  
Grimsby  
DN31 1HU |
| **Professional fees:** | Each party to bear their own costs. |

You should be aware that the Code of Practice on Commercial Leases in England and Wales strongly recommends you seek professional advice from a qualified surveyor, solicitor or licensed conveyancer before agreeing or signing a business tenancy agreement. The Code is available through professional institutions and trade associations or through the website [www.leasingbusinesspremises.co.uk](http://www.leasingbusinesspremises.co.uk)