

## THE STAG COMMUNITY ARTS CENTRE, SEVENOAKS

### DRAFT HEADS OF TERMS

Demise:	A plan showing the location of the demise will be provided in the lease.
Tenure	For a period of 25 years
Assignment	The lease is to be non-assignable and should the occupier cease to operate the facility the District Council reserves the right to take possession of the facility and its fixtures and fittings. Compensation will not be payable to the operator in any case where trading ceases.
Sub Letting	No subletting of the whole other than to Sevenoaks Town Council Trustees or to a Charitable Trust set up by Sevenoaks Town Council to operate the venue as an approved charity. Sevenoaks Town Council may sub let part of the premises only with the written consent of the landlord (which would not be unreasonably withheld and the total of such sub lettings should not exceed 15% of the floor area of the premises. The landlords consent and agreement is required for any charges levied under this clause. The terms of any sub-letting are to be agreed by Sevenoaks District Council and would also be contracted out of the Act.
Rent	One peppercorn for the first 5 years.
Rent Review	To be determined by an independent expert. The first review shall take place after 5 years of the Term and thereafter on each successive five years throughout the Term, having regard to the following matters:  <ul style="list-style-type: none"><li>a) the level of accrued public subsidy granted over the expired tenure of the lease at the date of the rent review</li><li>b) the withdrawal of any grant by the District Council</li><li>c) the level of reserves that the Lessee may have in regard to any Charity Commission guidelines;</li><li>d) the level of any trading surplus.</li></ul>
Landlord & Tenant Act 1954	Contract out of sections 24 to 28 of the Act. No compensation payable.
Business Rates	Sevenoaks Town Council will be responsible for all non domestic rates and taxes due in respect of the facility.

User	Only to use the facility as a community arts centre, comprising a theatre, cinema, base for youth outreach work, arts venue, public hall, with ancillary offices, restaurants, cafe and bars and Tourist Information Office.
Re- entry	Standard provision but operative if cinema and theatre not utilised.
Insurance	Sevenoaks Town Council will be responsible for all insurances.
Alterations	Not to make any structural alteration to the building or alterations to the fixed plant without having previously obtained the landlord's consent in writing.
Repairs	The facility is taken in the current condition and it is the responsibility of the occupier to undertake any requisite surveys necessary to satisfy themselves of the suitability of the facility for their intended purpose. The District Council gives no undertakings in respect of the facility and will not entertain any requests to contribute to or undertake any works to the facility. Sevenoaks Town Council will be responsible for all internal and external repairs renewals and replacements, decorations, plant, fittings and fixtures and all service media, pipes and drains (including any soakaways exclusively serving the facility).
Services	Sevenoaks Town Council will be responsible for the installation, adequacy and maintenance of all services to the facility including the responsibility for all costs relating to the operation of the facility.
Car parking	There will be 10 car parking spaces allocated to Sevenoaks Town Council (lease holder).
Rights of Access	Sevenoaks Town Council will be granted rights of access and egress from the public car park and access path to the facility.
Council Use:	Rights reserved to the Landlord (District Council), upon giving notice, to use the Premises for election or emergency planning purposes subject to payment of the requisite fees.