

Appendix 1

Agreed Head of Terms of Form of Lease

Parties	Landlord	Wiltshire council
	Tenant	Trowbridge Town Hall Trust
Term		125 years
Rent		A peppercorn if demanded
Outgoings		The tenant to be responsible for payment of rates and all other outgoings in respect of the building
Insurance		Tenant to be responsible for buildings and contents insurance for usual risks
Repair		Tenant will be responsible for keeping the premises in good and substantial repair and condition
Use		Community purposes only. Use may include some commercial uses so long as these are ancillary to the main use and support the community use
Alienation		Assignment of the whole or any part not permitted Subletting of whole not permitted Subletting of part permitted on agreed basis outside of the 1954 Act no tenancies to run beyond the determination of the term
Tenant's Option to Break		The tenant will have the option to break at any time throughout the term, upon six month's written notice.
Landlord Break		The lease will include provisions for termination by the Council where: <ul style="list-style-type: none"> • the Trust is in breach of the terms of the agreement relating to: <ul style="list-style-type: none"> o Repair o Use • the Trust ceases to exist or fails financially i.e. be liquidated In both cases the agreement will provide for possession of the property to revert to the Council in order that it can be returned to and used by the Council or transferred to another partner agency.
Agreement for lease		This will be entered into for the period of works to the building this will set out; <ul style="list-style-type: none"> • The works to be undertaken by the council • Any trust responsibilities - contributions • The method for determining that the building is ready for occupation • At which time the lease will be entered into