

**Heads of Terms - Lease**  
**Shop premises**

1	Premises	The shop is shown identified edged red on the attached location plan.
2	Lessor	Knowsley Metropolitan Borough Council.
3	Lessee	The proposed occupation is by (to be confirmed) and the lease is to be in the name of (to be confirmed).
4	Term	The premises are available for occupation on a lease for a term of .....years.
5	Rent	The rent is payable quarterly in advance (by Direct Debit), exclusive of rates and all other outgoings.
6	Rent Review	The rent is subject to review (upwards only) every 5 years, ie. on the fifth anniversary of the commencement date of the lease. The basis of the review is to open market.
7	Rates	The lessee will pay all rates, taxes and any other outgoings arising from occupation of the premises. The rateable value is £..... with business rates payable for 2015 at £..... (Note: Small Business Rate Relief may apply in certain circumstances).
8	Use	The lessee shall not use the premises otherwise than for a purpose approved by the Council as lessor / landlord. In addition, the lessee will be responsible for obtaining any planning permission, which may be required, in respect of the intended use of the premises. The Council does not permit any new letting to be utilised for a trade, business or activity, as listed within the Explanatory Note (Section 3 of this document).
9	Planning and any Statutory Consents	The lessee shall be responsible for obtaining any necessary statutory consents which are required for the proposed use of the premises.
10	Repairs	The lessee shall be responsible for keeping the whole of the interior and exterior of the premises and any additions thereto, in good and substantial repair. However, this does not include the structure of the roof, the load bearing walls and foundations, and structure of the floor. Please refer to the Explanatory Note (Section 3) for more information on the repairing obligation.
11	Insurance	The lessee will be responsible for insuring the premises, excluding the structure of the floors and the load-bearing walls.
12	Alterations	The lessee shall not carry out any structural alterations to the premises without obtaining the previous consent in writing of the Council as landlord, such consent not to be unreasonably withheld.
13	Adaptations	The lessee will be responsible for all costs incurred in the adaptation of the premises for its purpose, and shall comply with all Acts of Parliament and any Orders which affect the use and occupation of the premises.
14	Damage Caused by Vandals	The lessee shall be responsible for any damage to the premises caused by acts of vandalism and shall repair such damage to the satisfaction of the landlord / Council.
15	Exterior of the Premises	The lessee shall keep the exterior of the premises, including boundary walls and fences, undefaced and in a neat and tidy condition and free from graffiti.
13	Alienation	The lessee shall only assign the whole or underlet the whole subject to the prior written consent of the lessor, such consent not to be unreasonably withheld.

14	Nuisance	The lessee shall not cause nuisance, damage or annoyance to the landlord, or its lessees or tenants of adjoining premises /land and the surrounding areas.
15	Usual Permitted Business Hours	Subject to planning permission being obtained, the usual and permitted business hours are 8am to 6pm Monday to Saturday.
16	Shutters	The shutters of the shop front are to be kept open during all hours of trading.
15	Costs	The lessee to bear the Council's legal costs of £250 and surveyors costs of £300.
16	Other	Any other terms to be consistent with the landlords standard form of lease.
17	Conditions	These terms are offered:- Subject to Contract Without Prejudice , and Subject to Council Approval
<b>Signed</b>		<b>Dated</b>