

Confidential

Heads of Terms

Lease – SARC Sexual Assault Referral Centre (SARC)

Part Ground and First Floors - Canolfan Rheidol, Aberystwyth.

Landlord -	Ceredigion County Council (Landlord)
Tenant –	Hywel Dda University Health Board (HDdUHB) (Tenant)
Rent -	SARC Occupation (Ground Floor) – £21,250 per annum SARC Occupation (First Floor) – £12,750 per annum
Rent Review -	Upward only every five years to Open Market Rent.
Property Under Lease –	Exclusive use as delineated in red on the plan (To be provided). Direct external access only.
Term -	20 years from date to be agreed.
Security of Tenure -	Lease to be excluded from provisions of Part II Landlord & Tenant Act 1954
Rights Reserved by CCC -	The Landlord shall reserve access to any plant rooms on the ground and first floor located within the demised and any access required due to any emergencies will be retained.
Break Clause -	Either party can break the lease as a whole at the tenth and fifteenth anniversary giving at least 6 months written notice in advance. <u>In addition to the above:</u> Tenant only break for the first floor only from the third anniversary of the term and each anniversary thereafter upon giving the Landlord a minimum of 12 months prior notice in writing.
Use -	The demised under lease to be used as a SARC by HDdUHB and ancillary uses only and for no other purpose.
Adaptation Works –	HDdUHB will carry out all adaptation works to the specification required and to the satisfaction and prior approval of the Landlord and ensure that all necessary consents are in place prior to any works commencing.
Reinstatement –	Any reinstatement works at the end of the occupation be it whole or part will be carried out by HDdUHB to the satisfaction of Ceredigion County Council as Landlord. The condition of the property at end of term or sooner (if a break clause is exercised) to be in no worse state than at date of occupation and agreed by both parties at the end of tenant occupation (Schedule of Condition to be attached to this document) The space to be returned to state to be agreed by both parties,

base position is a bare shell, however, fixtures and fittings may be kept in situ with Landlord approval.

- Maintenance –** Internal maintenance - CCC will carry out wants of repair and recharge HDdUHB.
- Additional Services -** All cleaning of demised under lease to be carried out by the Landlord. All costs associated with this service to be recouped from the tenant.
- Opening Hours -** The area demised under lease will be available for occupation for 24 hours a day, 365 days a year.
- Parking –** HDdUHB key staff are able to park in the main Canolfan Rheidol car park, no designated spaces to be provided and users will adhere to all current and future policies that may be in force during the occupation.
- Buildings Insurance -** The Council will recharge HDdUHB for apportioned building insurance costs being based on the Council's total premium payments calculated as sum based on the percentage of floor area under occupation by HDdUHB. (8% total - split 5% GF & 3%1st Floor)
- Other Insurance -** HDdUHB to have adequate employers and public liability in place (PLI being a minimum of £10,000,000) together with suitable building contents insurance for the areas occupied.
- Outgoings -** All outgoing shall be met by the tenant from date of occupation until date of final reinstatement, these include but not limited to the following, namely, non-domestic rates, Water, electricity, phones, IT, fuel, apparatus testing.
- Repairs/maintenance/cleaning costs associated with the occupation shall be met in full by HDdUHB. Costs associated with all other outgoing will be an apportionment of the Council's total outgoing calculated as sum based on the percentage of floor area under occupation by HDdUHB. (8% total - split 5% GF & 3%1st Floor)
- Alienation -** The demised under lease not to be sub-let or assigned in whole or part during term of occupation, save that the Tenant is permitted to assign the whole to another NHS body or public authority constituted or established to carry out and perform the functions and responsibilities of the Tenant without Landlords consent.
- Costs -** Each to bear their own costs.