

**DRAFT HEADS OF TERMS FOR THE CHELTENHAM TRUST  
LEASES AND LICENCES**

Properties:	The Wilson (Cheltenham Art Gallery and Museum.) Town Hall. Pump Room. Leisure@ and Prince of Wales Stadium.
Lease Area	There will be a lease for each property together with an agreed plan showing the extent each curtilage
Term	15 years
Break Clause	In year 10 to accord with the contract renewal date.
Rent	A Peppercorn.
Insurance	CBC to insure to take advantage of economies via the block policy and recover premium.
Tenancy Renewal	The lease will be excluded from the Landlord and Tenant Act and therefore the tenant lease will automatically cease at the term end.
Alterations	The Trust will not be able to undertake any alterations/new capital works/extensions without the L/L's formal licence of consent.
Utilities	CBC will be responsible for the awarding, managing the utility contract and payment of invoices.
Capital equipment	CBC to acquire all major items of capital equipment for VAT efficiency purposes. Such equipment investment will be identified and captured in the capital plan and be subject to a separate business case and Cabinet report.
Alienation	<p>The Trust will not be permitted to assign the whole or any part of the property and neither will the Trust be permitted to sub let the whole. The Trust will be permitted to sub let a part or parts of the property subject to landlords consent, such consent not to be unreasonably withheld. However the Trust will not be permitted to use the premises for anything which is illegal, immoral, dangerous or offensive. Or shall not carry out any hazardous act or any hazardous trade. The tenant ( The Trust ) will not allow anyone to reside or sleep at the premises except as permitted in the case of emergency incidents where the property is used as a rest centre or for local/general elections.</p> <p>Car Parking not to sublet car parking at the venues and facilities without authority from the Council</p>
Alterations	<p>The Trust will not be able to undertake any alterations/new capital works/extensions without the L/L's formal licence of consent.</p> <p>The Trust will not be permitted to drill holes into any part of the building without obtaining consent, which will not be unreasonably withheld.</p>
Redevelopment Break	Should circumstances arise that CBC and the L&CT mutually agree to substantial refurbishment or redevelopment works, subject to an approved feasibility study, with layout plans agreed and finances in place, then CBC can serve notice to break the lease in order to undertake the approved scheme.

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Repairs and Maintenance	CBC will be responsible for all items of repair and maintenance to the building structure and fabric which will also include the mechanical and electrical installations. However the Trust will act on behalf of the Council as an agent with regard to minor reactive repairs, as set out in the respective schedules.
Primary Use	<ol style="list-style-type: none"> <li>1. Leisure@ Leisure Centre for community use with facilities for wet and dry site sports.</li> <li>2. Prince of Wales Stadium A multi sport leisure facility for the provision of mainly external sporting activities.</li> <li>3 Pittville Pump Room A community culture events venue for the provision of ceremonies, receptions, recitals, concerts, shows, exhibitions, meetings, parties, as well as the sale of food and drink including alcohol subject to licence.</li> <li>4 Town Hall As the pump room.</li> <li>5 The Wilson (Cheltenham Art Gallery and Museum) Incorporating the Tourist Information Centre for Community use purposes for the promotion and development, display and exhibition of the arts and artefacts, and including educational learning workshops.</li> </ol>
Utilities	The Trust will use it's best and reasonable endeavours to use the properties in the most efficient way so as to ensure energy usage and consumption is kept to a minimum but not to the extent that it would be detrimental to the running and operation of the business
Tenanted Space	All tenants occupying space ( and income derived there from ) at the various venues occupied by the Trust will be assigned to the Trust , but the letting and management of the sub let space will be undertaken by CBC's Property Services Department in accordance with the service level contract.

## Licences

Properties	Unit 3 The Depot and Telephone Kiosks on the Promanade
Termination	Either party upon 1 months notice
Licence Fee	Peppercorn
Insurance Liability	CBC
Utilities	CBC
Alienation	Assignment/subletting is prohibited
Repairs/Maintenance	CBC
Alterations	Prohibited
Use	<ul style="list-style-type: none"> <li>➢ Unit 3 For storage of artefacts for display at The Wilson</li> <li>➢ Telephone Kiosks To use for promotional display purposes.</li> </ul>