

*Subject to Contract*

**Heads of Terms – Pavilion Lease**  
*Organic document subject to further change*  
*Version 2 - 23.10.19*

- Property/ Demise:** **Burrows Pavilion, Moorend Road, Cheltenham, Gloucestershire, GL53 0EX.**
- Landlord:** **Cheltenham Borough Council, Municipal Offices, The Promenade, Cheltenham, Gloucestershire, GL50 1PJ.**
- Tenant:** **Leckhampton Rovers Football Club, C/O 10 The Spindles, Leckhampton, Cheltenham, Gloucestershire, GL53 0QD.**
- Commencement:** **Upon completion of Agreement.**
- Term:** **21 years.**
- Rent:** £6,000 pa payable quarterly in advance (on the normal quarter days)
- Rent Reviews:** 5 yearly, upwards only and based on pitch fee percentage increases. This assumes that as of today the income equates to £6,000 pa (2016/17)
- Break options:** The tenant will be able to end the lease every 5<sup>th</sup> year. The landlord will have a break option in year 10 and 15. To action the break notice must be provided in writing not less than 3 months in advance. If the playing field licence is cancelled then the tenant can break the lease at the same time.
- Conditions:** The property will be let on a Full Repairing basis.
- User:** To use the pavilion and rights to apply for a licence for the playing fields for the provision of youth and adult sport and ancillary activities only and only for the objects of the tenant, the tenant may invite other organisations to part take in their activities as long as the land is not overcrowded.

Restrictive Cov:	The tenant will not have exclusive use of the playing fields and must allow other clubs and of other sports, i.e. cricket, to use the playing fields including members of the public.
Pitch Charges:	See Licence for details
Insurance:	The landlord will insure the building, the premium will be charged to the tenant as Insurance Rent.
Utilities:	The tenant will be responsible for electricity, gas, water and business rates.
1954 Act:	The lease will be contracted out of the Landlord & Tenant Act, 1954.
Alienation:	The tenant cannot assign or sublet the whole or in part without landlord's consent, such consent not to be unreasonably withheld.
Planning/building Regulations:	The tenant must satisfy themselves as to the proposed use, alterations and future proposals.
Alterations:	The tenant cannot make any alterations without obtaining prior written consent from the landlord.
Landlord Works:	None to the pavilion. Please refer to Memorandum of Understanding for agreed works to the pitches.
Safe Guarding:	The tenant must comply with all Safe Guarding Governance and undertake Disclosure and Barring Service (DBS) checks as required.
Sch. of Condition:	A photographic Schedule of Condition will form part of the lease.
Intellectual property rights:	Any plans pertaining to the Councils land or property may be used and kept by the Council indefinitely and all intellectual rights pass to the Council in perpetuity.
Landlord solicitor:	One Legal, Council Offices, Tewkesbury, Gloucestershire, GL20 5TT.
Tenant solicitor:	tbc
Legal Costs:	Each party to bear their own costs.