The Kenilworth Centre & WCC lease renewal – proposed Heads of Terms 20/02/2024

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| Term | 30 years |
| Security of Tenure | The lease is to be contracted out of sections 24-28 of the  Landlord and Tenant Act 1954 |
| Rent | One peppercorn |
| Repair obligations | Fully funded by tKC:   * Modernisation and interior wear and tear - e.g., * redecoration, * flooring, * kitchen goods, * heating maintenance, * lighting maintenance, * security maintenance, * IT infrastructure maintenance, * lift contract / maintenance, * Radio Abbey infrastructure   Fully funded by WCC:   * Exterior wear and tear – e.g., * Fencing and wall maintenance, * Security maintenance – including safety fencing at the side alleyway, * Court netting and playing surface maintenance * Front door mechanism, * Fire escapes – doors and stairs, * Roof. * Gutters and down pipes, * Drainage, * Windows |
| Partnership actions | Joint bids to cover exterior updates as stated in repairs and maintenance list in minutes 17/01/2024 |
| Business rates | tKC |
| Building insurance | WCC |
| Contents insurance | tKC |
| Indemnity Insurance | tKC – approval by WCC. Clause 4.24 - this will need to be clarified |
| Alienation? | We have no idea what this means relating to our lease – not in original document |
| Reviews with WCC | Annual |
| Break option | Please explain / clarify? |
| Rights granted to tenant | Needs to be re-negotiated |
| Rights to landlord | Needs to be re-negotiated |
| Other terms | Negotiate separate contract for lift deterioration – building design compels continuation of existing flawed lift design – therefore the landlord should offer some fiscal compensation for this on a rolling programme for the duration of the lease. |
| Legal | Each party pays own legal fees |
| Conditions | 1. Subject to contract 2. WCC delegated approval 3. Surrender of existing lease |