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
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| 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
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