

## Orbis Public Law

### NEW LETTING

Final Report on the terms, conditions and other matters following completion of negotiations by Instructing Department.

Owning department and point of contact	Housing Acquisitions
Terrier Packet / Sheet	N/A
Cost code and GL Code	HGW020.
Deed packet number	N/A
Freehold and Leasehold title numbers	N/A
Authority for transaction	Temporary Accommodation delegated authority
Who needs to be copied in on completion	Emily Ashmore Andrew Witham Alan Davis

1	<b>Property Address</b>	Bennett House, 7 North Street, Brighton
2	<b>Name and Address of Landlord/Licensor</b>	Brighton & Hove City Council
3	<b>Name and Address of Tenant/Licensee</b>  Registered Office (if company)  Contact Details	Brighton YMCA  Mark Wainwright, Deputy CEO  Steine House, 55 Old Steine,  Brighton  BN1 1NX

		Tel 01273 220900
4	<b>Tenant's Solicitor</b> Name Ref Address/ DX Telephone number Email address  If the Tenant or Licensee is not represented please provide their email address	Roger Yates DMH Stallard Gainsborough House, Pegler Way, Crawley, West Sussex, RH11 7FZ
5	<b>Tenant's Agent</b> Name Ref Telephone number Email address	PLEASE COMPLETE (if known)
6	<b>Guarantors details if applicable</b>  If guarantor is separately represented then please supply their solicitor details as well	n/a
7	Not used	Not Used
8	<b>Property Description</b>  (Please include where applicable area, number of floors, common parts, car parking etc)  If we hold a leasehold interest do we require our superior landlord's consent to sublet? On what terms?	Bennett House, 7 North Street, Brighton  As per head lease.
9	<b>Permitted use of Property</b>  Does the intended tenant require planning consent for change of use?	As per head lease
10	<b>Plans</b>  If not already enclosed please confirm when they were requested.	As per head lease
11	<b>Commencement date</b> (please specify any back-dated rent commencement date)	1 January 2018 rent to commence 1 <sup>st</sup>

		February 2018
12	<p><b>Term</b></p> <p>What is the term of the lease?</p> <p>Is the Tenant already occupying the Property? If so on what basis? (please see tenancy at will in section 23)</p> <p>If Licence is on a rolling basis please specify</p>	<p>5 years</p> <p>No</p>
13	<p><b>Fees</b></p> <p>What is the contribution to our legal costs (please specify how much if unsure please contact Legal at the earliest opportunity)</p>	<p>Each party covers their own fees</p> <p>Landlord's fees for the licence to underlet (estimated at £1,000 plus VAT or so) covered by BHCC</p>
14	<p><b>Rent Provisions</b></p> <p>a. Rent</p> <p>b. Payment interval – annually, quarterly, monthly or weekly</p> <p>c. In advance or arrears –</p> <p>d. Is the rent/licence fee exclusive or inclusive of any other charges such as business rates, service charge, utilities (list which) (if so specify what payments and how much is included)</p> <p>e. Is there rental/licence deposit and if so how much?</p> <p>f. Rent free period:</p> <p>g. Is a separate business rates assessment required?</p>	<p>£ 89,401.52 per annum; £1,714.55 per week</p> <p>Monthly</p> <p>Arrears</p> <p>Exclusive</p> <p>No</p> <p>6 weeks from completion of lease</p> <p>No</p>
15	<p><b>Rent Review Provisions</b></p> <p>Rent review dates</p> <p>Provide further details if not Open Market review</p>	<p>No</p> <p>Let for the provision of supported accommodation tendered by Adult Social Care.</p>
16	<b>Break Clause Provisions</b>	

	<p>Rolling or fixed dates?</p> <p>Mutual or LL or T only break?</p> <p>What conditions on use of the break clause?</p> <p>Please specify the period of notice.</p> <p>Please specify when the Council can immediately terminate the lease/licence</p>	<p>Rolling</p> <p>Mutual</p> <p>Unconditional</p> <p>6 months</p> <p>If the funding changes adversely or decreases</p>
17	<p><b>Insurance</b></p> <p>please note that it is the Landlord's standard practice for Public Liability insurance to be £10m if you wish to deviate from this please speak to insurance team</p> <p>Landlord or tenant to insure?</p> <p>Tenant to reimburse premiums?</p>	<p>LL to insure. Premiums will <b>not</b> be recharged to the council.</p> <p>Council needs to take public indemnity policy (presumably £5m or £10m).</p> <p>Tenant</p> <p>No</p>
18	<p><b>Repairing obligations</b></p> <p>Full repairing and decorating, internal only or other (give details)?</p> <p>Is there a Schedule of Condition?</p>	<p>Obligations as per headlease</p> <p>No</p>
19	<p><b>Alterations</b></p> <p>If permitted please specify structural or non structural.</p> <p>Is lease conditional on works being carried out? If so supply details and timescale.</p> <p>What signage (if any) is permitted?</p>	<p>As per head-lease.</p> <p>No</p> <p>Only signage essential to the provision of the service.</p>
20	<p><b>Alienation</b></p> <p>Specify whether assignment or sub-</p>	<p>No further assignment. Subletting to</p>

	<p>letting/underletting of whole or part is permitted</p> <p>When would landlord like to be able to withhold consent?</p> <p>Is tenant charging of whole or part allowed ?(presumably not)</p> <p>Is inter company sharing allowed? If so on what basis?</p>	<p>occupiers only</p> <p>No</p> <p>No</p>
21	<p><b>Service charge provisions</b></p> <p>Provide details of any services provided to the property and what percentage of expenses the tenant will contribute</p> <p>Will the service charge include a contribution to a sinking fund?</p>	<p>As per current lease.</p> <p>No</p>
22	<p><b>Security of Tenure</b></p> <p>Is the lease to be excluded from sections 24 to 28 of the Landlord and Tenant Act 1954 i.e. the tenant has no right to renew the lease at expiry of the term?</p>	<p>Excluded</p>
23	<p><b>Timing</b></p> <p>Intended completion date.</p> <p>Is the letting conditional upon the tenant / landlord obtaining planning permission for works or change of use?</p> <p>NB – if tenant already at property please immediately issue a Tenancy at Will.</p>	<p>Once public consultation is complete</p> <p>No</p>
24	<p><b>Easements granted / reserved</b></p> <p>Any additional rights granted to the tenant in the lease (e.g. parking/ access)? Please list</p> <p>What rights will be reserved to the landlord over the leased area (e.g. access)? Please list</p>	<p>As per headlease</p> <p>None</p>
25	<p>Any other special conditions, terms or information</p>	<p>None</p>

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Date 21.11.2017	Signed Andrew Witham
Reference	

**For Admin Use Only:**

Client Code - BHCC	
Client Code- ESCC	
Client Code - SCC	
Client Code -WSCC	
Client Code - External	
Case Type	Choose a Case Type
Work Type	Choose a Work Type
Lexcel Code	Choose a Lexcel Code
Grade Complexity	Choose Complexity Level
FE Allocated to	
Is income expected on this file?	
If yes detail amount and date expected by	

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