

Brentwood Town Hall
‘Citizens Advice South Essex’
Agreement for Lease and Lease
Revised Heads of Terms June 2019

Property Address	Town Hall Ingrave Road Brentwood CM15 8AY
Landlord	Brentwood Borough Council
Tenant	Citizens Advice South Essex Limited
Demised Premises	Shown edged red on attached lease plan (to follow)
Lease	20 year lease outside the Landlord and Tenant Act 1954 from 7 October 2019
Rent	The Headline rent is £16,590 per annum exclusive (£23 per sq. ft / £247.60 per sq. m) based on 721 sq. ft (67 sq. m) although this will be reduced to £1 per annum exclusive for as long as the space is occupied by Citizens Advice South Essex for the provision of advice to the citizens of Brentwood.
Car Spaces	2 Car spaces solely for the use of Citizens Advice South Essex staff (the position of these to be determined once the car parking allocation for the Town Hall has been finalised) will be provided free of charge.
Service Charge	The ‘on account’ service charge for the initial service charge year will be charged quarterly in advance and will be based on £5 per sq ft / £54 per sq. m. For subsequent years the Council will be able to produce a budget ahead of the commencement of the service charge year so that tenants will have a breakdown of the estimated charges for the next service charge year. There will be an annual service charge reconciliation after the end of each service charge year. Based on a floor area of 67 sq.m this produces an annual ‘on account service charge in the region of £3,618 for the first service charge year. The management of the Service Charge will be in accordance with the current Commercial Service Charge Code of Practice (the latest code coming into effect from April 2019).
	<p>Service Charges will be apportioned based on tenants’ floor area</p> <p>The following services (not an exhaustive list) will be included in the Service Charge costs where applicable:</p> <ul style="list-style-type: none"> • Electricity – Supply and procurement • Gas – Supply and procurement • Water - Supply and procurement • Office cleaning (to include demised premises if required) • Window Cleaning • Refuse Collection • Maintenance and repair of the building and infrastructure • Compliance testing and maintenance of water systems • Compliance and maintenance relating to fire safety

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	<ul style="list-style-type: none"> • Fire safety appliances • Maintenance of the fire alarm including smoke and heat detectors • Electrical Condition surveys and reports. • Compliance with health and safety requirements to the common areas of the building. • Heating, cooling and ventilation systems • Security and security systems • Disposal of confidential waste (details to be finalised) • Internal post sorting and delivery (details to be finalised) • Maintenance, repair and general upkeep of external areas, landscaping and car parking areas • Caretaking provision and services • CCTV provision and maintenance (including acting as Data Controller) <p>A Management Charge will be based on the service charge demanded subject to a minimum fee (to be determined following the procurement process) to cover management expenses in dealing with the service charge.</p>
Business Rates	<p>The existing Town Hall Business Rates were set in April 2017 at £155 per sq m which produces a rates payable of £74.25. Per sq m based on the April 2017 – March 2018 multiplier of £0.479. Whilst this rate reflects different space from what is proposed for the 'Hub ', based on a floor area of 67 sq. m this produces a rates payable of approx. £4,975 per annum. The 2019/20 multiplier is 0.491p and assuming a new assessment in line with the Market Rent (£16,590 x 0.491) this produces an estimated rates payable of £8,145 per annum. This will be discounted if charity relief is sought. Should there not be a separate assessment of the subject space there is likely to be a Business Rates management fee charged by the managing agents of the building relating to the apportionment and collection of Business Rates in the Hub area (details being finalised with the procurement of the management of the building)</p>
Hours of Use	<p>8.30 a.m. to 6 p.m. Mondays to Fridays and 8.30 a.m. to 5 p.m. on Saturdays with the option of one late night a week up to 9 p.m. on evenings when the Council has public meetings or Committees requiring staff to be in attendance.</p>
Fit out works	<p>The proposed specification of the fit out of the demised space will be</p>

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	attached to the Agreement for Lease and the Lease
IT	Brentwood Borough Council (BBC) will not be in a position to supply IT support in the short term. Citizens Advice to therefore make contact with BT to organise your own broadband line coming into the comms room and the connection for this. BBC will provide cables from the comms room to individual desks as per agreed layout. It will be reviewed in the future to see if IT can be streamlined across BBC & Citizens Advice but this is not achievable within current timescales
Break Clause	<p>Tenant to have the ability to break the lease each year on the anniversary of the lease start date. There will also be a mutual (both landlord or tenant can break the lease) break every 5 years. These break provisions will be subject to 6 months prior written notice.</p> <p>The landlord will also have the ability to break the lease at anytime should Citizens Advice Bureau South East lose the required funding (to sustain the occupation and running of the Brentwood office) or stop funding for the office at Brentwood Town Hall , Citizens Advice cease trading at Brentwood Town Hall, or Citizens Advice stop offering a material public facing service at the Town Hall. This break provision will be subject to 6 months prior written Notice. If the landlord breaks the lease it will use all reasonable endeavours to provide suitable alternative accommodation for Citizens Advice Bureau South East on the same outline terms.</p>
Tenant’s Rights Granted	<ul style="list-style-type: none"> • Right to shared use of the cycle store. • Right to locate an IT server within the designated server room in the building in a location to be agreed between the parties • Right to use the shared kitchen, WC’s and break out area where applicable • Rights of pedestrian access • Right to services • Right to support

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Landlord’s Right of Access	The Landlord reserves the right to enter the demised area at any time in the event of an emergency. All other access will be pre-arranged with at least 24 hours written notice.
Heating, Cooling and Ventilation	Variable Refrigerant Flow fan coil heating and cooling system providing heated / cooled air from ceiling mounted grilles. Ventilation will also be provided through localised Mechanical Ventilation Heat Recovery (MVHR) systems
Energy Performance Certificate	The proposed Energy Performance estimates of the Commercial element of the re-developed building (prior to completion of the project) are attached. The formal Energy Performance Certificate will be provided as soon as this can be prepared and provided as a condition of Completion of the Lease.
Assignment & Subletting	<p>The assignment of the whole only will be permitted with the Landlords prior written consent.</p> <p>Assignment or Underletting of part only is prohibited.</p>
Repairing Obligations	<p>Tenants to keep the demise clean and tidy.</p> <p>The Landlord is to keep the exterior and interior of building in good and substantial repair and comply with Health & Safety requirements and statutory compliance for the common areas. The cost of the above maintenance and repairs will be recharged to the tenant via the Service Charge the proportion of which will be based on floor area.</p> <ul style="list-style-type: none"> • The landlord reserves right to carry out any essential maintenance required with reasonable notice • The landlord reserves right carry out routine maintenance and improvements to systems such as fire, intruder, heating, electrical in such a way and time to minimise disruption to the Tenant’s business
Alterations	Tenant’s structural alterations to the demise will not be permitted.

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	Tenant’s non-structural alterations to require Landlord’s consent. Tenant to pay the landlord’s costs of preparing any Licence for Alterations in connection with tenant’s alterations if applicable.																					
Use of Meeting Rooms	<p>The tenant will have access to the other hub (shared) meeting rooms, including the secure meeting room, which will also house the Pace equipment. This will be at no cost but bookable by various occupiers in the Town Hall. The booking system is yet to be finalised but details will be forwarded as soon as they are to hand.</p> <p>If the tenant requires the use of any other meeting room on the 1st floor, there will be a charge. Brentwood Council are currently reviewing the existing 2015 charging schedule and further details will be provided once this review has taken place. The rates prior to the Town Hall redevelopment commencing (for information) were:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Room</th> <th>Current Commercial rate</th> <th>Proposed Community Rate</th> </tr> </thead> <tbody> <tr> <td>Council Chamber</td> <td>£200 half day</td> <td>£100 half day</td> </tr> <tr> <td>Council Chamber</td> <td>£400 full day</td> <td>£200 full day</td> </tr> <tr> <td>Committee Rooms 1 & 2</td> <td>£100 half day</td> <td>£50 half day</td> </tr> <tr> <td>Committee Rooms 1 & 2</td> <td>£200 full day</td> <td>£100 full day</td> </tr> <tr> <td>Meeting Room 1</td> <td>£50 half day</td> <td>£25 half day</td> </tr> <tr> <td>Meeting Room 1</td> <td>£100 full day</td> <td>£50 full day</td> </tr> </tbody> </table>	Room	Current Commercial rate	Proposed Community Rate	Council Chamber	£200 half day	£100 half day	Council Chamber	£400 full day	£200 full day	Committee Rooms 1 & 2	£100 half day	£50 half day	Committee Rooms 1 & 2	£200 full day	£100 full day	Meeting Room 1	£50 half day	£25 half day	Meeting Room 1	£100 full day	£50 full day
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Compliance with Statutes and current Regulations	<p>The Landlord is to comply with all statutes and relevant Codes of Practice including:</p> <ul style="list-style-type: none"> • The Regulatory Reform (Fire Safety) Order 2005 • The Safety Health and Welfare at Work Act 2005, • Provision and use of Work Equipment Regulations 1998 as amended by the Health and Safety (Miscellaneous Amendment) Regulations 2002. • The Equality Act 2010, • Construction (Design and Management) Regulations 2015, 																					
Permitted use	A2 Offices																					
Tenants Contact details	To be confirmed																					
General	The Landlord will provide or make available current documentation																					

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	<p>relating to the following items as appropriate :-</p> <ol style="list-style-type: none"> 1. Asbestos Register for the Town Hall building 2. Fire Risk Assessments of the Town Hall building 3. Health & Safety File 4. Water Risk Assessments and details of ongoing water management in the Town Hall building 5. Electrical Condition Reports of the Town Hall building 6. Control of Substances Hazardous to Health Assessments at the Town Hall building
Landlord Solicitors	Brentwood Borough Council Legal Team C/O Town Hall Ingrave Road Brentwood CM15 8AY
Tenants Solicitors	To be confirmed
Timing	Agreement for Lease and proposed Lease to be finalised as soon as possible
Brentwood Borough Council contact details	Brentwood Borough Council Ingrave Road Brentwood CM15 8AY FAO Russell Clinker Tel: 01277 312931
Conditions	<ul style="list-style-type: none"> • Subject to Contract • Each party to pay their own legal costs in connection with the Agreement for Lease and Lease • Surrender of the existing lease dated 28 November 2005 in the name of Brentwood Citizens Advice Bureau to the Landlord (The Assize House trust) at 8-12 Crown Street dated 28 November 2005 • Committee Approval of letting terms under the 'Less than best consideration' criteria.