

Appendix 1



Standard Heads of Terms for Early Years Provision in Nottinghamshire County Property

Name of Early Years Setting	
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NB: Subject to Elected Member Approval

PREMISES

- 1. Address:** xx
- 2. Description:** Description of provision
Description of Property
Operating Hours (weekly and annual opening times)
- 3. The Demise and Area:** Attached plan outlined in red together with rights of access over hatched area. (Plans to be attached).

Use of any outdoor area and car parking is dependent on arrangements at each individual site.

PARTIES

- 4. Landlord:** The Nottinghamshire County Council
County Hall
Loughborough Road
West Bridgford
Nottingham
NG2 7QP
- 5. Landlord's Agent:** Contact from NCC Property and Estates
- 6. Landlord's Solicitor:** Contact from NCC Legal
- 7. Tenant:** Name and contact details of childcare provider.
- 8. Tenant's Solicitor:** Name and contact details

LEASE/LICENSE

- 9. Type:** Lease
- Licence – offers non-exclusive possession and Licensor shall be entitled at any time on giving not less than xxx days/weeks notice require the Licensee to transfer to alternative space elsewhere within the Building
- 10. Term:** Xx years beginning on []
- The lease will exclude the security of tenure provisions of Part II of the Landlord and Tenant Act 1954
- 11. Break Clause:** Both parties have the ability after xx years on service of one school term's notice to terminate at the end of a school term. The Landlord can terminate with immediate effect in the event of a breach of the lease by the Tenant.
- 12. Alienation:** Not permitted.
- 13 Proposed Use:** Nursery/Preschool/playgroup/wrap around care
- 14. Hours of Use:** Between the hours of xx and xx
- 15. Rent** Peppercorn
- 16. VAT:** VAT not applicable
- 17. Maintenance Charge:** £xxx per annum.
Payable monthly on 1st day of each month in advance.
- In respect of shared services and access way based upon floor area percentage and weighted use.
- Services the Landlord will provide in return for payment of the Maintenance Charge will depend on each site but could include the following:
- (a) Maintaining and repairing the exterior and interior of the Property including all Service Media (excluding any telephone/data lines);
 - (b) Lighting and heating the Property;
 - (c) Heating and supplying hot and cold water to any washrooms, toilets and kitchen areas within the Property.
 - (d) Cleaning, maintaining, repairing, operating and replacing fire prevention, detection and fighting machinery and equipment and fire alarms on or in the School
 - (e) Providing, repairing, maintaining and renewing where the Tenant is not responsible for doing so either under the terms of this lease or under statute, regulation, rules or guidance, fire alarms,

firefighting equipment, and security alarms;
and

- (f) Any other service or amenity that the Landlord may in its reasonable discretion acting reasonably and properly and in accordance with the principles of good estate management provide for the benefit of the tenants and occupiers of the Property.
- (g) Running and servicing of the access control/burglar alarm

- 18. Insurance:** If Tenant has sole use of the entire building they are responsible for building insurance. If tenant occupies part only of the building the landlord is responsible for building insurance, with the tenant reimbursing the landlord for a fair proportion of the costs. In any event the tenant is responsible for insuring contents, employers and public liability insurance. Tenant is to provide annually a copy of the insurance schedule and receipt of payment.
- 19. Rates and Other Outgoings:** Tenant responsibility including but not limited to gas, electricity, water, sewage and surface water drainage, phone and data.
- 20. Repairs and Maintenance:** Tenant responsibility including all statutory obligations and Safeguarding and Food Hygiene, along with internal repair, maintenance and redecoration.
- Landlord responsible for all other repair and maintenance costs, with the tenant via a Maintenance Charge:
- 21. Tenant's Alterations:** Not permitted save with prior landlord consent (not to be unreasonably withheld or delayed)
- 22. Legal costs:** Tenant to pay Notts CC legal costs in the sum of £500. Surveyor's fees waived.
- 23. Management agreement:** Management agreement to be adopted with regular liaison meetings. Transfer of control agreement will be required.
- 24. Planning:** Tenant to apply for any necessary consent relevant for its proposed use and signage.
- 25. Additional Tenant responsibilities will include the following:**
- a) The Tenant shall maintain any External Play Area
 - b) The Tenant will be responsible for the provision and cost of telephone, broadband and IT Services
 - c) The Tenant will be responsible all internal decoration of the Property

- d) The Tenant will be responsible for the provision and cost of Portable Appliance Testing of all electrical equipment owned or used by the Tenant
- e) The Tenant will be responsible for cleaning the Property
- f) The Tenant will be responsible for any and all repairs arising from wilful damage to the Property
- g) The Tenant will attend a termly management meeting with the Head Teacher of the School
- h) The Tenant will be responsible for developing and maintaining food safety and management procedures and ensure that all staff have received adequate training in food safety management
- i) The Tenant shall provide any maintain all equipment required for the Permitted Use
- j) The Tenant shall be responsible for cleaning, maintaining, repairing and replacing any and all refuse bins on the Property.
- k) The Tenant will be responsible for complying with all required legal and statutory matters required for the operation and running of the service provided