

Appendix 1

Landlord	Rushcliffe Borough Council (RBC)
Tenant	Nottinghamshire County Council (NCC)
Property	Ground floor accommodation within the multi-service centre. Shared rights over the designated communal area leading to the Property Shared rights for the tenants and staff to access and park on adjacent land to the multi-service centre.
Term	999 year lease
Term Commencement Date	Date to be agreed.
Purchase Price / Premium	£1
Purchase Price / Premium Additional Information (see exempt appendix)	In recompense for receiving the Property for a premium of £1 and an annual peppercorn rent, NCC agree to transfer the land and buildings shown hatched and shaded grey on the attached plan to RBC for the sum of £1. The transfer of the existing library and medical centre will complete one calendar month from the term commencement date of the aforementioned lease of the Property. RBC & NCC accept this is a fair value exchange of property interests and no further monies will be transferred as part of this transaction, at the time of completion nor in the future, save for the inclusion of an overage clause.
Annual Rent	A peppercorn
Rent Review	N/A
Use	To be used as a library or other such use required by NCC, subject to RBC's approval (not to be unreasonably withheld) and planning consent being granted.
Repair, Maintenance & Renewal	NCC will be fully responsible for the internal repair, maintenance & renewal of the Property RBC will be responsible for the external and structural repair of the Property and will recharge costs to NCC via service charge 1, calculated on a pro rata floor area basis. RBC will also be responsible for the external repair, maintenance and renewal of the car parking and public areas including lighting, street furniture, drainage, landscaping, grounds maintenance and electricity, which will be recharged to NCC via service charge 2 as a fixed percentage, such percentage to be agreed.
Insurance	RBC will insure the Property and recharge costs to NCC via service charge 1, on a pro-rata floor area basis.
Services	NCC will pay for all services to the Property.

Business rates	NCC will be liable for business rates that are or may become applicable to the Property.
Management of Service Charge	RBC will manage and apply the service charge, charging a management fee of 10% of service charge (for providing this service) subject to a cap on the maximum to be charged; details to be agreed.
Service Charge 1	NCC will be recharged through service charge 1 for all structural and external costs associated with the Property (NB. not the medical centre), calculated pro-rata on a GIA floor area basis.
Service Charge 2	NCC will be recharged through service charge 2 for the external repair, maintenance and renewal of the car parking and public areas including (but not least) lighting, street furniture, drainage, landscaping, grounds maintenance and electricity. A fixed percentage recharge cost will be applied; details to be agreed.
Other Charges	NCC will be responsible for all other charges related to the Property.
VAT	VAT is applicable to the service charge rent and will be charged at the prevailing rate.
Alterations	Structural alterations will not be permitted, save for any internal (if applicable). Non-structural alterations will be permitted, subject to RBC approval (not to be unreasonably withheld) and having provided RBC with accurate plans and detailed specification of the proposed works.
Overage	An overage clause shall be agreed allowing for an additional payment should the land on which the existing library and health centre stand be developed in the future for anything apart from car park.
Alienation	NCC will be permitted to assign the whole of the premises subject to receiving RBC's prior written consent (not to be unreasonably withheld)
Legal Costs	Each party will be responsible for their own legal costs.
Vacant Possession	Vacant possession will be available on completion.
Conditions	These Heads of Terms are subject to: <ul style="list-style-type: none"> (i) Contract (ii) NCC's formal approval (iii) RBC's formal approval