

ANNEX B - HOTs

Heads of Terms for the leasing of Sanderson House, Bramham Road, Acomb, York, YO26 5AR To University of York

Landlord – The Council of the City of York

Tenant – University of York

Demised Premises – Land and building near Brahman Road, York called 'Sanderson House', shown edged red on the attached plan. Excludes the building structure and fixtures and fittings that form part of the structure.

Site Plan – See Annex B1

Floor Plan – See Annex B2

Permitted Use – Community and educational learning activities and ancillary office use.

Social Outputs – To maintain the existing level of community access which includes: Chapelfields Community Association operating a community hub and bingo sessions weekly and Gateway Church who operate youth club activities.

Vision - Working in partnership with local schools to provide a safe space, primarily for children and young people to learn and grow and, in addition where supportive of the overall aims of the project, for adults to connect, access support and take part in lifelong learning or training.

Governance - to include

Pre-implementation:

- An external stakeholder group that will involve professionals from across the city who are contributing to the development of the centre
- A community advisory group involving a core group of experienced community leaders working or living directly in the Westfield area who will support the successful launch and establishment of the centre
- Formation of a community partners group, through community consultation, involving adults and young people, who will steer the project post-implementation.

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Post-implementation:

- A community advisory group who will continue to steer the centre to ensure its success
- A local residents group involving adults living in Westfield who will ensure we provide a service that is relevant, useful and has potential for success
- A young influencers group involving children and young people from partner schools who will ensure we provide a service that will attract and serve local young people.

The programme for the Centre will develop and will adapt to meet the changing needs of the community while remaining true to the overall aims of the project.

Examples of activities that could be delivered from the Centre if demand include:

- Facilitate a return to learning for adults
- Focus on improving well-being and mental health
- Ensuring existing community activities are able to continue such as the Community Hub (3 hours, Thursday morning), Bingo (2 hours, Tuesday afternoon) and Youth Club activity (2-3 hours Thursday afternoon).

Term – 5 years wef 1 August 2023

Rent – Peppercorn – no rent review

Insurance – The Landlord will be responsible for insuring the premises and shall recharge the insurance premium to the Tenant. The Tenant will be required to take out public liability and employee liability insurance, with a limit of indemnity of at least £5m.

Services and Service Charges – The Tenant will be liable for all operating costs including; NNDR, utility costs, cleaning and maintenance.

Repairs – The tenant will be responsible for keeping the non-structural parts of the Demised Premises in good and tenantable repair and condition, keeping the premises clean and tidy, and keeping the grounds and any boundary fences/hedges in a tidy state and condition. The Landlord will be responsible for structural repairs to the Demised Premises.

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Schedule of condition – The landlord will provide the Tenant with a schedule of condition to document the internal and external condition of the Demised Premises at the start of the lease.

Statutory Compliance - the Tenant will be responsible for statutory compliance for the Demised Property.

Decoration – The tenant will be responsible for internal and external decoration of the demised premises. External every 3 years, internal every 5 years, and in the last year of the term.

Alterations – The tenant is not to make any alterations to the Demised Premises without the prior written consent of the Landlord (such consent not to be unreasonably withheld provided that the Landlord shall be entitled to withhold consent where the Landlord acting reasonably considers it appropriate to do so including where: (i) the Landlord considers that such alterations would adversely affect the external appearance of the Demised Premises, or the structural integrity of any building(s) standing on the Demised Premises or (ii) the consent of a third party is required for such alterations but such consent is not forthcoming on terms acceptable to the Landlord.)

The lease will include consent for the Tenant's initial alterations which the Tenant may carry out during the lease term. Such alterations to include removal of current internal window bars and fitting of alternative shutters and installation of a replacement kitchen. Tenant to provide details and plans.

Alienation – The tenant may not assign the lease to any other party (either in relation to the whole or part(s) only of the Demised Premises).

Subletting – The tenant may not sublet the whole or part(s) only of the Demised Premises.

At the time of entering into this lease part of the FF will be let on a lease outside the Landlord and Tenant Act to Accessible Arts Media for a period expiring on 31 July 2024 at £10,560pa (inclusive of services). UoY agrees to enter into their lease subject to the principal of this sublease being in place.

The tenant is able to enter into hire agreements with third parties.

Landlord and Tenant Act 1954 – the lease will be contracted out of the security of tenure provisions of Landlord and Tenant Act 1954 (as shall any permitted sublease).

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Break Clause – The earliest date the Tenant will have the right to serve a 3 months written notice to terminate the lease is the first anniversary of the commencement date ending the lease on the fifteenth month provided that on the expiry date specified in the break notice, the tenant yields up the Demised premises with vacant possession. This break clause is rolling throughout the lease term.

Costs – Each party will bear its own costs in connection with the transaction.

6 June 2023

Subject to Contract - Without Prejudice