



Form reference 200084597

Legal Advice / Action Request

Request Details

Request Details

Name	Clare Hills
Email	Clare.Hills@adur-worthing.gov.uk
Department	Technical Services - Estates
Departmental Reference	EST/1205/14/CH/29520.004
Cost Centre Code	90631
Request in respect of	WORTHING
Is there a deadline statutory or otherwise for this advice/action?	No

Case Involvement

Customers of Concern

Does the case(s) involve a Customer of Concern? No

Equality

The Equality Duty is a duty on all public bodies to consider the needs of all individuals in their day to day work - in shaping policy, in delivering services and in relation to their own employees.

The Equality Duty covers 8 protected characteristics: age, disability, gender re-assignment, pregnancy or maternity, race - (including ethnic, or national origins, colour or nationality), religion or belief - (including lack of belief), sex and sexual orientation.

FOR more information on the Equalities Duty - Hyperlink to guide www.equalities.gov.uk - Equality duty - what I need to know/ a quick start guide for public sector organisations.

Please confirm whether the action(s) sought raises Equality Issues. No

Human Rights

Please consider, whether the action sought impinges on anyone's human rights and if so, whether such action is justified under the Human Rights Act? Human rights include: Right to a fair trial, respect for family life, private life, home and correspondence, freedom of thought, expression, assembly and association and protection and quiet enjoyment of property and possessions. If YES, Please state whether the action sought is considered proportionate to the interference with such rights and provide details

Does the case(s) raise Human Rights Issues? No

Requirement Type

Type of legal advice / action Required Conveyancing

Request Details

Conveyancing

Details of property for letting: Former beach chalets 32-46 inc, Beach Parade, Worthing

Do you have any relevant plans or documents to attach to this form? Yes

Attached file count and name(s): 2 (HEADS OF TERMS (chalets 32-46) Amended 010714.docx, PL140702_Lease Plan.pdf)

Proposed use of property: As per attached Heads of Terms - ie The former chalets to be used as artists' studios/workshops with ancillary retail sale of goods produced at the studios or by the artists occupying the studios which cannot be produced at the premises. Additionally should chalets 32-34 be combined into a single unit that may be used for workspace, gallery and occasional tuition/educational use.

Deed packet No: A41

Landlord: Worthing

Type of letting: Lease

Authorisation for grant of letting



* Please provide at least one of the below details

Committee:

Cabinet Member:

Cabinet:

Delegated Powers:

Delegation No:

Date authorisation granted:

Tenancy Details

Tenant's full name:

Tenant address & contact details:

If proposed tenant a company: Reg. Office, Reg. No

Tenant's Solicitor's name, address, contact details:

Guarantor's name & address:
(N.B Should be considered in ALL lettings where tenant is a company)

Length of Letting:

Commencement date of lease

Commencement date of lease (if known)

Commencement date of lease (if known)

Rent Details

Is there a rent free period?

No

Rental amount per annum: [REDACTED]

VAT charged? Yes

Rental payment period Monthly

Rent to be collected in advance? Yes

Rent exclusive of Rates? Yes

Rent exclusive of Insurance? Yes

Rent exclusive of Service Charge? Yes

Rent exclusive of Other? (Please specify) [REDACTED]

Rent to be reviewed? Yes [REDACTED]

How often the rent to be reviewed by? Other [REDACTED]

Annual uplift based on the higher of the Retail Price Index or the annual equivalent charge for similar beach chalets in Beach Parade, with a review to Market Rent at the end of the third year

On what basis?

Open market [REDACTED]

Upward only [REDACTED]

RPI [REDACTED]

Other [REDACTED]

Annual uplift based on the higher of the Retail Price Index or the annual equivalent charge for similar beach chalets in Beach Parade, with a review to Market Rent at the end of the third year

Service Charge applied? No

Letting Assignable? No

Subletting Permissable? Yes

Whole or Part only? Part only

Written Consent? Yes

Not to be unreasonably withheld? Yes

Underlease excluded from Landlord & Tenant Act 1954? Yes

Any other conditions? Yes

Details of other conditions:

Tenant not to assign, underlet or share possession of the whole or any part of the premises other than the tenant is permitted to sub-let each of the chalets subject to prior written consent of the Council as to both the form of the agreement and the term of each tenancy. All sub-leases are to be outside ss24-28 of the Landlord & Tenant Act 1954 or such other mechanism which may be agreed by the Council from time to time and which ensures that the sub-tenant does not gain any form of security of tenure.
The tenant also permitted to sublet units 32-34, if they are combined to create a single unit, on a daily basis always ensuring that no security of tenure is created.

Alterations permitted? No

Tenant to pay landlord's costs? No

Tenant to pay surveyors costs? No

Break clause? Mutual

Notice required Three months

Excluded from Landlord & Tenant Act 1954? Yes

Other terms & conditions to be included in letting e.g.? Yes

Other terms & conditions specific to this letting:

Please see attached Heads of Terms and also previous lease of Chalets 42-46.

I will be away from the office from 7 - 18 July inclusive. My colleague Bob Cliff has kindly agreed to act as point of contact during that time.

Please note that the same tenant is currently the lessee of chalets 42-46 and notice to break that lease has been served to be effective on 25 July.

The chalets are currently the subject of works by WBC which are scheduled to complete w/c 7 July (confirmation of actual date awaited) and the applicant is keen to get in asap but is away from 3 weeks commencing 18 July. If the units have been completed before the applicant is away then please can entry be given on a tenancy-at-will based on the agreed rent and then the new lease backdated to the commencement of the TAW. If two TAWs are needed to cover the issue of the break notice then please proceed on this basis.

Regeneration have agreed to meet the cost of the legal (£750) and surveyors (£250) fees from the Kickstart budget, code has been requested.

Applicant to supply a draft of the underlease for approval prior to the grant of the lease

Terms per HoTs:

Repairs: Tenant to keep the interior of the premises including the inside of all doors, windows, door frames, window frames, glass in doors and windows, locks & fixings, all pipes. Cables and apparatus, in good repair.

To redecorate the interior including the inside of all doors, windows, door frames, window frames, shutters etc in the last year of the term, first obtaining the approval of the Council as to the colour of the paint etc.

At the lease end tenant to provide IEE / fixed wiring certificate for the premises.

Note - the Council has no obligation to repair any part of the demised premises or the building.

Break Clause:

Mutual break clause at any time after the second anniversary of the term by giving a minimum of three months' written notice.

Information to be supplied:

Tenant to provide the following information:

- Copy of proposed standard sub-lease for approval
- To provide to the Council at the start of the lease and thereafter annually on 31 January an annual report and forward plan including the following matters (as a minimum):
 - Schedule of all sublettings in the previous 12 months, stating name and address of each sub-lessee, rent, use and period of occupation.
 - Schedule of summer and winter charges to the sub-lessees
- To provide notification to the Council within one month of each sub-letting, including the name of the tenant, rent and use as well as a copy of the sublease
- Tenant to supply copy of safeguarding statement at beginning of lease and on any changes
- Any teaching with young people/vulnerable adults would require the person booking the space to prove that they had the relevant safeguarding documentation, including DBS check, in place

Other Standard lease terms:

The lease will be on the standard Council lease which will include terms such as the following, although this is not an exhaustive list:

- * Tenant to comply with all statutory requirements and obtain all consents, including any necessary planning permission, needed for its use of the premises.
- Tenant not to cause a nuisance, annoyance or inconvenience to the Council or the owners of occupiers of any neighbouring property.
- Tenant to make arrangements for the regular removal of rubbish from the premises and not to form any refuse dump on or adjoining the demised premises.
- Tenant not to allow any noxious or deleterious effluent to enter into the sewers or drains or anything which may cause an obstruction or injury.

- Tenant to be responsible for the provision and maintenance of all necessary fire fighting equipment and to comply with all recommendations of the Council, its insurers and the fire authority regarding fire prevention.
 - Tenant not to display any flag, sign or advertisement on the exterior of the premises without the Council's consent.
 - Tenant to obtain, maintain and comply with the conditions of any necessary licence required for its use of the premises.
 - Tenant to indemnify the Council against all costs, claims, actions, damages and liabilities arising out of the breach by the Tenant of any covenants in the lease (including the covenants to repair) or any alterations by the Tenant or its servants, agents, licensees etc.
 - The Tenant to permit the Council, its surveyors, agents and contractors to enter any part of the premises:
 - (a) On giving 24 hours notice to carry out inspections and ensure there is no breach of the covenants in the lease.
 - (b) In the last 6 months of the term to take inventories or schedules.
- On giving 24 hours notice, except in an emergency, to carry out repairs to the premises and any services or for any works arising from damage caused by an insured risk for which the Council is responsible.

The lease to be subject to such other terms and conditions as are considered reasonable by the Council's Solicitor.

Costs:

The Tenant to pay all costs incurred by the Council:

- (a) In preparing and serving any notices under the Law of Property Act.
- (b) In preparing or serving any notices or schedules relating to wants of repair.
- (c) In granting consent pursuant to any application made by the Tenant under the lease.

Completion Notice of lease to be sent to:

- Linda Haynes, Exchequer Officer, Financial Services (Worthing only)
- Steve Montgomery, Sundry Income Manager, Financial Services (Adur Only)
- Chris Mann, Insurance and Administration Officer, Financial Services
- Jenny Darling, Business Rates Officer, Customer Services (Worthing only)
- Council Tax Section, Civic Centre (Adur only)
- Andy Edwards, Parks Manager
- Clare Mangan, Regeneration Manager
- Graeme Haigh, Estates Manager
- Nick Pasmore, Principal Estates Officer
- Bob Cliff, Estates Officer
- Adrian Rice, Estates Officer
- Helen English, Estates Technician
- Val Macleod
- Mark Lloyd
- Colin Middleton
- Helen Buck
- Rebecca Friend
- Duncan Anderson
- Cliff Harrison
- Mandy Ainsworth
- Bryan Curtis
- Peter Whish
- Graham Cherrétt
- Gary Peck
- Jane Griffiths, Council's VAT Officer
- Clare Hills, Estates Surveyor
- Any others

Authorisation

Authorisation

Property	15 former beach chalets, nos 32 – 46 inclusive, Beach Parade, Worthing
Demised Premises	The premises are edged red on the attached plan and include chalets 32 – 46 and the forecourt attached. Plan to follow
Solicitors	[REDACTED]
Proposed Tenant	[REDACTED]
Address	[REDACTED]
NI Number	[REDACTED]
Contact details	[REDACTED]
Length of lease	5 years from the date of the documentation The lease is to be excluded from sections 24-28 of the Landlord & Tenant Act 1954 (part II) by Notice.
Break Clause	Mutual break clause at any time after the second anniversary of the term by giving a minimum of three months' written notice.
Rent	[REDACTED]
VAT	The property is VAT elected and VAT is to be charged on the rent
Rent Review	Upward only rent review. Annual uplift based on the higher of the Retail Price Index or the annual equivalent charge for similar beach chalets in Beach Parade, with a review to Market Rent at the end of the third year
Payment of rent	Rent to be paid monthly in advance, by way of automatic electronic transfer (such as direct debit) as designated by the Landlord from time to time
Interest on late payment	Interest will be payable on late payment of rent at base rate plus 4%.
Outgoings	Tenant responsible for all rates, taxes, assessments, utility charges (gas, water, electricity etc) and other outgoings at the property. If any utilities are recharged by the Council based on check meters then the tenant to pay for these within 14 days of being demanded.
Insurance	Tenant to reimburse the Council the cost of the annual buildings insurance premium including 3 years' loss of rent. Tenant to maintain public liability insurance in the minimum sum of £10 million for any one claim. Tenant to take out plate glass and plant & machinery insurance as relevant, to be in joint names with the Council. Tenant is advised to take out contents insurance, including cover for any fitting out as well as indemnity insurance if appropriate.
Use	The former chalets to be used as artists' studios/workshops with ancillary retail sale of goods produced at the studios or by the artists occupying the studios which cannot be produced at the premises. Additionally should chalets 32-34 be combined into a single unit that may be used for workspace, gallery and occasional tuition/educational use.

Authorised by Manager:

Manager

Graeme Haigh

Authorised Date/Time:

07/07/2014 - 10:43:51



	<p>The forecourts may be used for display of goods as above and for artists to work. No kilns, welding or other heavy machinery/equipment to be used at the premises. The premises may be used only between the hours of 9am and 9 pm. Each individual chalet must be open for a minimum of 18 days out of every 30 in the summer and 12 days out of every 30 in the winter; summer being defined as April to October inclusive and winter as November to March inclusive. Tenant to ensure that there is a variety of styles of art at the premises to create visual impact</p> <p>Smoking is not permitted within the whole of the demised premises</p>
Repairs and decoration	<p>Tenant to keep the interior of the premises including the inside of all doors, windows, door frames, window frames, glass in doors and windows, locks & fixings, all pipes, cables and apparatus, in good repair.</p> <p>To redecorate the interior including the inside of all doors, windows, door frames, window frames, shutters etc in the last year of the term, first obtaining the approval of the Council as to the colour of the paint etc.</p> <p>At the lease end tenant to provide IEE / fixed wiring certificate for the premises.</p> <p>Note – the Council has no obligation to repair any part of the demised premises or the building.</p>
Alterations	Tenant not to make any alterations to the premises.
Alienation	<p>Tenant not to assign, underlet or share possession of the whole or any part of the premises other than the tenant is permitted to sub-let each of the chalets subject to prior written consent of the Council as to both the form of the agreement and the term of each tenancy. All sub-leases are to be outside ss24-28 of the Landlord & Tenant Act 1954 or such other mechanism which may be agreed by the Council from time to time and which ensures that the sub-tenant does not gain any form of security of tenure.</p> <p>The tenant also permitted to sublet units 32-34, if they are combined to create a single unit, on a daily basis always ensuring that no security of tenure is created.</p>
Information to be supplied	<p>Tenant to provide the following information:</p> <ul style="list-style-type: none"> • Copy of proposed standard sub-lease for approval • To provide to the Council at the start of the lease and thereafter annually on 31 January an annual report and forward plan including the following matters (as a minimum) <ul style="list-style-type: none"> - Schedule of all sublettings in the previous 12 months, stating name and address of each sub-lessee, rent, use and period of occupation. - Schedule of summer and winter charges to the sub-lessees • To provide notification to the Council within one month of each sub-letting, including the name of the tenant, rent and use as well as a copy of the sublease • Tenant to supply copy of safeguarding statement at beginning of lease and on any changes • Any teaching with young people/vulnerable adults would require the person booking the space to prove that they had the relevant safeguarding documentation, including DBS check, in place
Other standard lease conditions	<p>The lease will be on the standard Council lease which will include terms such as the following, although this is not an exhaustive list:</p> <ul style="list-style-type: none"> • Tenant to comply with all statutory requirements and obtain all consents, including any necessary planning permission, needed for its use of the premises. • Tenant not to cause a nuisance, annoyance or inconvenience to the Council

	<p>or the owners of occupiers of any neighbouring property.</p> <ul style="list-style-type: none"> • Tenant to make arrangements for the regular removal of rubbish from the premises and not to form any refuse dump on or adjoining the demised premises. • Tenant not to allow any noxious or deleterious effluent to enter into the sewers or drains or anything which may cause an obstruction or injury. • Tenant to be responsible for the provision and maintenance of all necessary fire fighting equipment and to comply with all recommendations of the Council, its insurers and the fire authority regarding fire prevention. • Tenant not to display any flag, sign or advertisement on the exterior of the premises without the Council's consent. • Tenant to obtain, maintain and comply with the conditions of any necessary licence required for its use of the premises: • Tenant to indemnify the Council against all costs, claims, actions, damages and liabilities arising out of the breach by the Tenant of any covenants in the lease (including the covenants to repair) or any alterations by the Tenant or its servants, agents, licensees etc. • The Tenant to permit the Council, its surveyors, agents and contractors to enter any part of the premises: <ul style="list-style-type: none"> (a) On giving 24 hours notice to carry out inspections and ensure there is no breach of the covenants in the lease. (b) In the last 6 months of the term to take inventories or schedules. <p>On giving 24 hours notice, except in an emergency, to carry out repairs to the premises and any services or for any works arising from damage caused by an insured risk for which the Council is responsible.</p> <p>The lease to be subject to such other terms and conditions as are considered reasonable by the Council's Solicitor.</p>
Costs	<p>The Tenant to pay all costs incurred by the Council:</p> <ul style="list-style-type: none"> (a) In preparing and serving any notices under the Law of Property Act. (b) In preparing or serving any notices or schedules relating to wants of repair. (c) In granting consent pursuant to any application made by the Tenant under the lease.
Acknowledgement and signature	<p>I acknowledge and accept the above terms</p> <p>Name (print).....</p> <p>Signature.....</p> <p>Date.....</p>
Date Issued	1 July 2014

Chalets 32 - 46
02 July 2014

Play Area

Adur &
Worthing
councils

Shingle

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Chalets 32 - 46
02 July 2014

Play Area

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