

Nutfield Court Nursery Heads of Terms

Tenant:	Newfields Gardening
Term	3 years from 1 January 2016
Security of Tenure	The lease is to be contracted out of the security of tenure provisions afforded by the Landlord and Tenant Act 1954. The tenant will therefore not have a statutory right to a new lease.
Break Clauses	Either party may terminate the lease at any time after 2 years on three months notice.
Rent	£13,000 pa
Outgoings	The Tenant is responsible for the payment of business rates, utilities and all other outgoings.
Assignment and subletting	<p>Assignment and subletting of whole or part prohibited.</p> <p>Hiring out of part of the premises for other uses will be permitted provided such use is compatible with the permitted use and does not cause a nuisance. In the event that such hiring is considered in the Council's opinion to cause a nuisance, then this provision shall be revoked.</p>
Repairing obligations	The Tenant to keep the premises in good repair and condition provided that the Tenant shall not be required to put the premises in any better condition than as at the date of letting as evidenced by a schedule of condition to be attached to the lease.
Permitted use	<p>To use only as a horticultural nursery and day service for adults with learning disabilities to include:</p> <ul style="list-style-type: none">• Growing and maintaining shrubs, bedding and vegetable plants.• Providing indoor space for activities, for example education, arts and crafts.• Providing a gardening service to the local community and other users of the service.
Insurance	The Council insures and recovers the cost of the premium from the tenant.
Rights reserved	The Council reserves the right to use the premises as a polling station on payment of a reasonable charge in line with charges paid for other polling stations.