

PERTH & KINROSS COUNCIL

LICENCE TO OCCUPY

SUBJECT TO PERTH & KINROSS COUNCIL APPROVAL

Subjects:	Swimming Pool, Breadalbane Campus, Aberfeldy.
Landlord:	Perth & Kinross Council
Landlord's Agents:	Head of Planning & Development, Perth & Kinross Council, Pullar House, Kinnoull Street, Perth, PH1 5GD
Landlord's Solicitor:	Head of Legal and Governance Services, Perth & Kinross Council, 2 High Street, Perth, PH1 5PH
Tenant:	Live Active Leisure, Caledonia House, Hay Street, Perth, PH1 5HS
Tenant's Solicitors:	Peter Stewart Anderson Beaton Lamond Solicitors Bordeaux House 31 Kinnoull Street Perth PH1 5EN Telephone: 01738 639999 Fax: 01738 630063
Type of Lease:	Lease
Lease Duration:	19 years and 364 days
Date of Entry:	To be agreed
Rent:	£1 per annum if asked.
Rent Reviews:	Not Applicable
Extent of Subjects:	The extent of the leased area is shown coloured in blue together with mutual rights of occupation within those areas coloured yellow on the attached plan.
Break Clause:	Both The Landlord and the Tenant shall be entitled to terminate the Lease every 5 years on giving the other party 6 months' notice in writing of their intention so to do.

- Use:** The subjects shall be used for the provision and management of sports facilities including the use of the swimming pool, sauna, changing rooms, showers, toilets, and sundry stores in line with the current use as set by Education & Children Services and for no other purpose whatsoever. In the event that the Tenant ceases to use the subjects for the approved use, the lease shall terminate with immediate effect and the subjects shall revert to the Landlord.
- Repairs:** The Landlord will be responsible for keeping the Subjects in a good state of condition and repair throughout the duration of the lease. Any repairs or improvements will be at the Landlords sole discretion.
- The Tenant accepts the property as being fit for their purpose and will be responsible for all internal decoration and minor internal maintenance works and repairs.
- The Tenant will be responsible for the repairs of any damage caused by their users of the Subjects.
- The Tenant will be responsible for keeping the Subjects in a neat and tidy condition.
- Alterations:** The Tenant will require the Landlord's prior written consent to carry out any alterations, additions or extensions on or to the Subjects
- Insurance:** The Tenant will comply with all insurance clauses contained within the Public-Private Partnership Agreement.
- The Tenant will be responsible for insuring the contents within the Subjects, as detailed in the Service Level Agreement.
- The Tenant will be responsible for obtaining Public Liability Insurance, including occupier's liability insurance for no less than £5,000,000 (Five Million Pounds).
- The Tenant shall indemnify the Landlord against all claims which may arise as a result of the Tenant's use of the Subjects
- Resumption:** Where the property forms part of larger subjects and in the event that the larger subjects have been deemed to be surplus to requirements, the Landlord, at their sole discretion, reserve the right to terminate the lease at any time by giving a minimum of 12 months written notice on the Tenant.
- Alienation:** The Tenant will not assign or sub-let the whole or part of the subjects to another party. The Tenant will however be permitted to enter into a Hire Agreement of the subjects to third parties and keep the income generated by such Agreements.

Termination:	The Landlord, at their sole discretion, may call upon the Tenant to remove any buildings or erections constructed by the Tenant on the Subjects at the expiry of the Lease.
Outgoings:	<p>The Tenant will be responsible for the payment of rates, or for applying for rates relief, as appropriate.</p> <p>The Landlord will be responsible for water and sewerage charges, electricity charges, gas charges standing charges, telephone charges in respect of the leased Subjects.</p> <p>The Tenant will be responsible for all operational costs including staff.</p> <p>The Tenant will be responsible for all costs involved in marketing the Subjects.</p>
Services Connections:	The Landlord will be responsible for all water and sewerage, electricity, gas and telephone connections.
Statutory Conditions	The Tenant will comply with all Acts of Parliament, Statutory notices and Legislation.
Other Conditions:	<p>The Landlord & Tenant shall enter into a Property Agreement incorporating a Schedule of Maintenance Responsibilities which shall reflect those set out in the Public-private Partnership Agreement.</p> <p>Such other conditions which may be agreed between the parties.</p>
Costs:	Each party will bear their own costs incurred with the granting of this lease.
Special Note:	These Heads of Terms are not intended to form part of any legally binding contract and are expressly subject to completion of formal legal missives in accordance with Scots Law.
Reference:	Breadalbane LAL draft
Date:	16/10/2017
Revision:	C

