

## Site for Proposed Bus Shelter, Foel

### Draft Heads of Terms

<b>Landlord:</b>	Powys County Council
<b>Landlord's Solicitor:</b>	Head of Legal, Scrutiny and Democratic Services
<b>Tenure:</b>	25 year lease
<b>Property:</b>	The parcel of land shown edged red on the attached plan.
<b>Rent:</b>	£1 per annum (if demanded).
<b>Outgoings:</b>	All outgoing (if any) associated with the Property and the bus shelter to be erected by the Tenant are to be the responsibility of the Tenant.
<b>Rent Reviews:</b>	There will be no reviews during the term of the Lease.
<b>Insurance:</b>	The Tenant will insure the premises and will produce evidence of such insurance to the Landlord on each renewal date, whether demanded or not. The Tenant will also ensure that appropriate public liability insurance is in place at all times during the currency of the lease.
<b>Permitted User</b>	Use of the Property for the erection of a bus shelter only.
<b>Repairing responsibility:</b>	The Tenant will be responsible for all maintenance to the demised premises and will maintain its proposed bus shelter in good and tenantable repair and condition throughout the term.
<b>Legislative requirements:</b>	The Tenant will ensure full compliance with all relevant statute and other legislation whether currently in force or enacted in the future (if any), and will promptly address any remedial actions required. The Tenant will ensure that where necessary, any planning permissions and changes of use required for the Permitted User are obtained prior to the commencement of any work on the Property.
<b>Alterations:</b>	The Tenant will not make any alterations to the Property, other than that in connection with the Permitted User without the prior written consent of the Landlord; the Tenant should note that whilst consent may be given, the responsibility to obtain any necessary further consent, e.g. Building

Regulations, for those alterations rests with the Tenant.

**Assignment and Subletting:** The Tenant agrees that it will not assign or sublet either the whole or any part of the Property without the prior written consent of the Landlord, which shall not be unreasonably withheld.

**Reservations:** The Landlord reserves the right to enter the demised Property at any time on the giving of five working days' notice for the purpose of ensuring that the Tenant is complying with the terms of its lease. Where it is found the Tenant is in breach of its obligations, the Landlord reserves the right to serve notice on the Tenant to execute the remedial works, and if the Tenant fails to proceed diligently within 28 days, the Landlord may undertake the work itself, the costs being recharged to the Tenant as a debt, recoverable by action. The Landlord also reserves the right to enter the demised premises at any time in the event of emergency.

**Legal Costs:** Each party will be responsible for its own legal costs regarding the lease documentation, whilst the Tenant will be responsible for registering the Lease at the Land Registry.

D G Micah MRICS  
Rheolwr Eiddo Masnachol  
Commercial Property Manager  
May 2014

*As Portfolio member I support the recommendation and confirm.*

*Signed:*  
*dated: 27<sup>th</sup> May 2014.*