

Woodside Ferry Village – Heads of terms

LESSOR:

Wirral Council.

LESSEE:

Woodside Area CIC

PREMISES TO BE LET: Land at Woodside Ferry Village, adjacent to Woodside bus station/Ferry terminal. The lessee has the right to use the area edged red on plan 1 (attached) in conjunction with all other users. The site extends to approximately 1908 sqm.

In addition, the lessee has the right to erect 20 wooden retail chalets and associated seating around the site. The chalet locations are illustrated in Plan 2.(This plan needs amending as one chalet is sited on adopted highway and needs to be relocated slightly)

The site includes a stone war memorial which is excluded from the terms of this agreement. The Council requires access to this memorial at all times for maintenance purposes.

TERM OF LEASE

A two year lease is to be granted contracted out of the provisions of the Landlord and Tenant Act 1954.

BREAK PROVISION

Either party may terminate this lease at any time by serving three months' notice in writing on the other party.

COMMENCEMENT DATE

As soon as the documentation is complete.

RENT

Nil rent

RATES AND OTHER OUTGOINGS

Any resulting, electricity costs, business rates, water rates and all other services and outgoing in respect of the premises are to be paid by the lessee.

REPAIRS

The lessee is to be responsible to put, keep and maintain the whole of the premises in good and tenantable repair throughout the term. The property will be let in its existing condition. The lessee to be responsible for all damage done or occasioned to the premises in any way during the currency of the lease.

The lessee is responsible for the whole site, as shown shaded grey on the attached plan, which must be regularly maintained and repaired, as necessary.

The lessee is responsible for keeping the chalets in good and tenantable repair throughout the term and the chalets must be moveable.

For the avoidance of doubt, at the end of the lease, the lessee is responsible for the removal of the chalets and reinstatement of the land.

USE

The premises are to be used for siting 20 wooden incubator retail chalets for use by primary and secondary artisan producers only and for associated seating for visitors and for no other purposes whatsoever. Generally, the chalets are to be open Thursday – Sunday with increased opening hours during the summer months. The conditions of use must also reflect the conditions as set out in the grant funding agreement.

The lessee and its occupiers are not to cause a nuisance and not to restrict use of the site by the public.

ASSIGNMENT

There is an absolute ban on assignment of the lease.

ALIENATION

The lessee can allow use of the chalets to primary and secondary artisan producers subject to the following conditions:

- (i) the lessee shall not allow exclusive possession to be given to any such an occupier.
- (ii) the lessee shall ensure that no interest, estate or title to the Property is conferred or deemed to be conferred on any occupier.
- (iii) no relationship of landlord and tenant shall be created by the arrangement.
- (iv) any such occupier shall not gain security of tenure pursuant to the LTA 1954.

ALTERATIONS

Alterations may not be carried out, except with the prior written consent of the Director of Regeneration and Place.

Apart from the initial 20 chalets, the lessee is not permitted to erect any structures or apparatus on the site without the prior written permission of the Director of Regeneration and Place.

COMPLIANCE WITH PLANNING AND BUILDING REGULATIONS ETC

The Lessee is to obtain where necessary, and to comply with all necessary Planning, Building Regulations, Bye Laws and statutes including fire regulations and the Health and Safety regulations.

The lessee is required, if applicable, to obtain a Street Trading Licence before the lease can be completed. Separate licences may be required for alcohol sales.

The lessee must ensure that all traders comply with food hygiene legislation.

A satisfactory Risk Assessment is to be provided (in advance of lease being agreed).

INSURANCE

The lessee must have sufficient insurance in respect of the chalets.

The lessee takes full responsibility for the whole area.

The lessee is to be responsible for insurance of the whole of the premises, for both reinstatement costs and public liability. The lessee must have a public indemnity insurance policy to a minimum of £5m and the lessee is to indemnify Wirral Council against any claims.

COUNCIL FEES

The lessee is responsible for paying the Council's legal costs of £381.50 and surveyors fees of £250. These fees will be payable whether or not the matter proceeds to completion.

If the land is classed as public open space the Council may be required to place notices relating to the potential 'disposal' of the site. The lessee will be responsible for paying all of the costs of advertising the proposal in the local press.

OTHER TERMS

The lessee is to obtain their own separate power supply from Scottish Power Energy Networks. Under no circumstance can any existing lighting supply be used for any ancillary equipment.

The lessee must provide a detailed lighting plan to the landlord for approval.

The lessee must accommodate any necessary works undertaken by Wirral Council and any utility companies throughout the lease term.

Access is required by Wirral Council at all times through the site to the dock area.

The lease will be subject to the appropriate Member approval.

A licence to operate a market will be required and must be approved under the Market Charter. This licence will be revoked if the tenant does not deliver as agreed.