

Explanatory Note – Heads of Terms

This note provides an explanation and expands on some of the information contained within the Heads of Terms, set out above.

The Heads of Terms document, above, sets out the main terms which will form the basis of the contract (by way of a lease) between Knowsley Metropolitan Borough Council, as landlord, and the proposed occupier (tenant / lessee) of the shop premises. These Heads of Terms are consistent with the Council's standard form of lease. For more information or any enquiries are to be directed to the Council, see All Enquiries, at the end of this document.

Some of the Terms Explained

Term	Information
Lessee	The lessee will be the occupier of the premises.
Term	The length of the lease agreement. The premises are available for a period of years, to be confirmed
Rent	This is the annual rent on the premises, which is payable quarterly in advance, by Direct Debit. (NB. The rental offer is to be submitted by the interested party / prospective tenant).
Rates	In certain circumstances "Small Business Rate Relief" may apply. For more information on the rates payable, enquiries can be made via "All Enquiries", below.
Use	<p>The proposed occupier is to advise on the proposed use / business for the premises. The lessee will not use the premises otherwise than for a purpose approved by the landlord (the Council). In addition, the lessee will be responsible for obtaining any planning permission in respect of the intended use of the premises.</p> <p>However, there are certain types of shop trades / business operations, which are not supported as new lettings, which include the following:</p> <ul style="list-style-type: none"> ▪ Tanning Centres ▪ Off-licences ▪ Betting Shops <p>Note: Off licence sales of alcohol within a general convenience store will be considered only if it is ancillary to the main use.</p> <p>A proposed use is considered in the context of its potential impact on existing retailers and the local community, whilst taking into account the shopping needs of local residents.</p>
Repairs	<p>The lessee is to keep the whole of the interior and exterior of the premises and any additions thereto in good and substantial repair and condition, to the satisfaction of the landlord (Knowsley Council).</p> <p>However, not included within the lessee's repairing obligations (as the Council as landlord will maintain) are the following:</p> <ol style="list-style-type: none"> i) Structure of the roof, defined as the roof timbers, joists, rafters, slates, felt or the other coverings including the fixings thereof, <u>but the</u>

	<p>lessee will be responsible for the ceiling boardings and plaster;</p> <p>ii) The load bearing walls and foundations thereof: and</p> <p>iii) The structure of the floor but excluding screeding, coverings and finishes.</p> <p>However, the lessee's obligations do include (as part of the interior and exterior of the premises): all drains, sewers, piping, sanitary and water apparatus including water heaters; electrical wiring, meters and consumer units; the shop front including display windows and framework together with all glass, boundary walls, gates and fences; surfaces and fixtures and fittings, rainwater pipes, gutters, downspouts foul water pipes and roller shutters.</p>
Insurance	The lessee is responsible for all insurance, excluding the structure of the floors and load bearing walls.