

**CITY OF EDINBURGH COUNCIL**

**TO THE DIRECTOR OF CITY DEVELOPMENT**

**DATE 13 November 2009**

**ACCOUNT, Children and Families**

**REF NO:**

**We, The Management Committee of the Valley Park Community Centre (hereinafter referred to as "the tenant")**

**HEREBY OFFER TO RENT THE Community Centre Premises**

**SITUATED AT: 37 Southview Road, Edinburgh, EH17 8EU**

**PRESENTLY OCCUPIED BY The Management Committee of the Valley Park Community Centre.**

**FOR THE PERIOD OF ONE YEAR FROM: 31 August 2009**

**AT A RENT OF £1.00 per annum , if asked**

**PAYABLE: At the Date of Entry**

**SUBJECT TO THE FOLLOWING CONDITIONS: -**

**CONDITIONS OF LET**

1. The property is accepted in its present condition and the tenant shall be responsible for fitting it out in a suitable manner for his purposes.
2. The tenant shall not be entitled to assign the tenancy or sublet the premises in whole or part.
3. The tenant shall relieve the Council of all claim demands and actions in any respect whatsoever arising out of the tenant occupation and use of the said property and any access thereto.
4. The tenant shall pay all local taxes including rates, and other public burdens in respect of the property.
5. At the expiry or sooner termination of this tenancy without warning or process of removing, the tenant shall, if called upon to do so forthwith, remove all alterations, additions and other structures attached by the tenant to the said property and shall restore and leave the premises void and redd to the satisfaction of and free of expense to The Council. In the event of any such alterations/additions being allowed to remain in situ the tenant shall not be entitled to compensation, nor will any compensation be paid for any marketable goods left in situ. In the event of the premises not being cleared to The Council's satisfaction any further expense incurred by it in arranging adequate clearance shall be borne by the tenant.
6. The tenant shall be responsible for obtaining all requisite approvals and complying with all statutory requirements of Central and Local Government Acts, Orders and Regulations relating to his use and occupation of the said property, at his sole expense, for carrying out any alterations or additions required as aforesaid.
7. No nuisance (including vermin infestation) shall be permitted or created in the said property which may cause annoyance or disturbance to The Council, its tenants or neighbouring proprietors or occupiers and of such nuisance The Council shall be sole judge.
8. The City of Edinburgh Council (hereinafter referred to as "The Council") specifically prohibits the keeping or use of electronic amusement machines on the premises.
9. The Council will be responsible for maintaining the premises wind and water tight and for all repairs both interior and exterior of the building, including all repairs required in connection with natural decay and wear and tear. The Council will also be responsible for decoration of the premises both internally and externally. In particular the Council will be responsible for the repair and maintenance of all mains and service connections ancillary to the subjects of let. The Council will be responsible for the upkeep and maintenance of all boundary walls and fences relating to the premises.
10. No additions to or structural alterations on the premises will be made nor will any building structure of any kind (fixed or portable) be erected on or within the premises without permission of The Council, as Landlord.
11. In the event of the rent not being paid within seven days of the due term date (whether formally demanded or not) The Council shall be entitled to recover interest at the rate of 5 per cent per annum above the Bank of Scotland Base Lending Rate from the date the sum becomes due till paid.

12. If the tenant at any time during the currency contravenes or fails to implement the conditions imposed or undertaken by him under the agreement or allows the rent to fall into arrears for a period of 21 days after it becomes due, whether formally demanded or not, or becomes notour bankrupt or is sequestrated or grants a trust for behoof of creditors or is unable to pay his dues or goes into liquidation, the tenancy shall in the option of The Council become void and null and The Council shall be entitled to enter into possession of the subjects without prejudice to its right to recover rent due or accrued and to require the tenant to carry out said or other obligations where applicable.
13. The Council reserves the right to its agents, officers, servants and workmen to enter and view the condition of the said property at all reasonable times and without notice. The Council also reserves the right to open up for inspection any parts of the premises which might be deemed necessary to ensure that the property is maintained in sound structural condition.
14. Clause 13 above does not affect the tenant's responsibility as defined in Clauses 9 or 10. The tenant shall not be entitled to claim any compensation for disturbance or damages which occurs as a result of any works carried out under Clause 1.
15. The Council reserves to itself the right to erect or affix a "To Let" board or notice at any time after three months prior to the expiry of the tenancy.
16. The tenant is required not later than 60 days prior to the expiry of this tenancy to give notice in writing to the Council of his intention of terminating the tenancy.
17. Without prejudice to the tenants other obligations in terms hereof The Council shall insure the subjects let in the name of The Council with an Insurance Company to be selected by the Council against fire, lightning, aircraft, explosion, riot and civil commotion, malicious damage, earthquake, storm, tempest, flood, bursting and over-flowing of water pipes and apparatus and impact by vehicles and such other perils as they deem necessary for an amount that they in their sole opinion deem sufficient to cover the cost of completely reinstating the subjects let in the event of total destruction, together with debris removal costs, architects' and surveyors' fees and two years' rent payable under this lease. In the event that the buildings and other or any part of the subjects let shall at any time be destroyed or damaged by any of the foresaid perils then as often as the same shall happen the tenant shall be bound to inform The Council of said damage or destruction as soon as it has come to the attention of the tenant and, provided The Council's insurance shall not have been rendered void or voidable or the payment of policy monies refused or withheld in whole or in part in consequence of any act or default on the part of the tenant or their servants, agents or visitors, The Council shall expend in making good such damage a sum being not more than the sum recovered by them in virtue of the insurance of the said subjects it being understood that this Lease shall continue in full force and effect notwithstanding the destruction of the subjects let. The tenant shall not do or permit or suffer to be done in or on the subjects let or any part or parts thereof anything which may render the policy or policies of insurance applicable to the subjects let or any neighbouring properties void or voidable.
18. The property will be used by the tenant to advance education and to provide, or assist in the provision of facilities for recreation or other leisure-time occupation, where such provision or assistance in provision of (i) is in the interest of social welfare and (ii) is made with the object of improving conditions of life of the members of the community in the area of benefit and for these purposes to associate with the Council, voluntary organisations and inhabitants in the area of benefit, all in accordance with the Model Constitution for Community Education Centre Associations produced by the Council and for no other purpose without the prior written approval of the Council.
19. It is a condition of the lease that the Council may take over the premises free of any charge to them for the following purposes:-
  - (a) use as polling stations for elections
  - (b) use as surgeries for Councillors
  - (c) use for public meetings, and
  - (d) use in civil emergencies.
20. The tenant shall be bound to provide, in the subjects of let, such facilities as the Council may require for its Community Education staff.
21. The hours of use of the subjects of let will be such as may be determined by the Council from time to time.
22. The Council will meet the cost of all heating, lighting and power required for the use of the subjects of let in accordance with the lease.
23. Any existing arrangements regarding the payment of the Council of telephone rental and calls in respect of the use by the tenant the subjects of let will continue in force.
24. The Council will be responsible for the provision of cleaning and caretaking services.
25. The Council will provide Community Education staff to assist the Association in its operations.
26. It is a condition of the lease that the Association have adopted and will continue to operate under the Council's Model Constitution for Community Education Centre Associations.
27. The Council will have the right to terminate the lease forthwith if the tenant is in breach of any of the conditions thereof and fails to remedy such breach or, having remedied the breach, permits it to re-occur.

The parties certify that this lease is not a lease which gives effect to an agreement for lease as interpreted by the Inland Revenue in terms of the guidance note dated 30 June 1994 referring to Section 240 of the Finance Act 1994.

Signature(s)

Signature of Witness

Name

Address

On behalf of the City Of Edinburgh Council, Proprietors, I hereby accept the foregoing offer on the terms specified.

.....  
Proper Officer for Director of City Development

Signature of Witness .....

Name .....

Occupation .....

G4, Waverley Court.....20.....