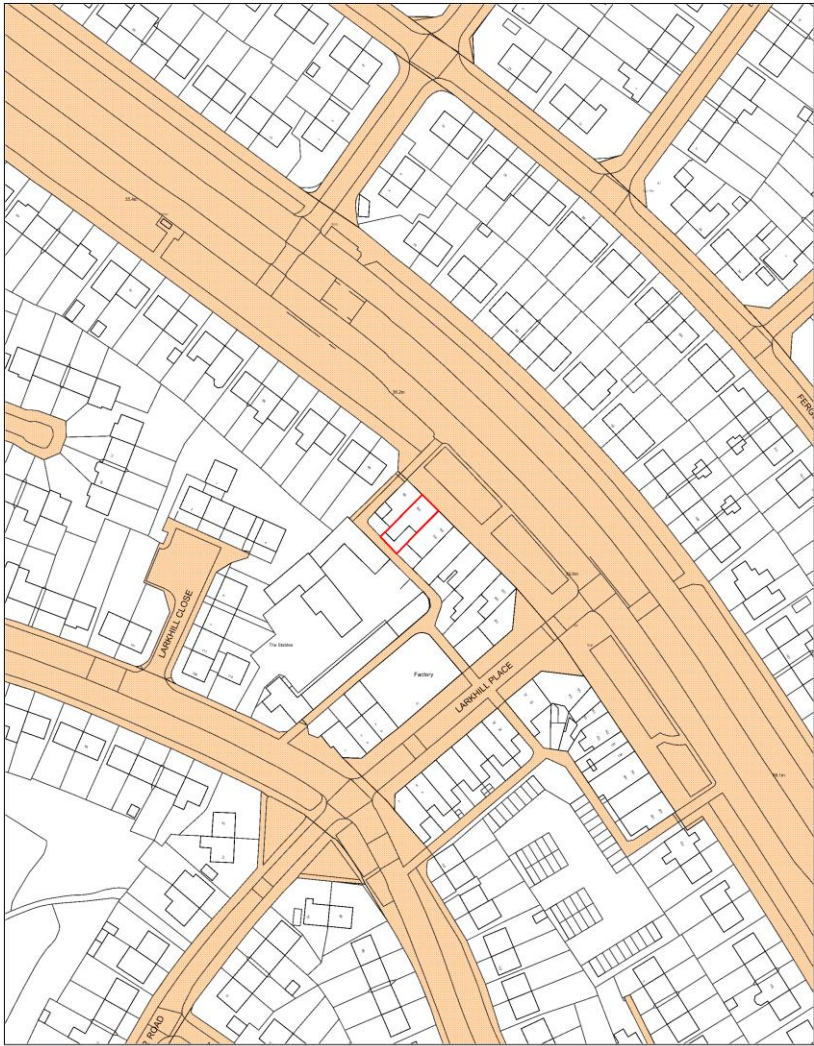




Liverpool  
City Council

**HEADS OF TERMS FOR GRANTING OF A LEASE  
SUBJECT TO CONTRACT & COUNCIL APPROVAL**

**ISSUED DATE XXX**

|   |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|---|------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | Property address | <p>100-100a Queens Drive, Liverpool, L13 0AJ – Edged red on the below plan which has been included for identification purposes only.</p>  <p>Queens Drive, 100-100a</p> <p>Date 02/05/2025<br/>Data Management, Property Management<br/>Finance and Resources, Cunard Building, Water Street, L3 1AH<br/>Crown Copyright © and Database Rights 2023 Ordnance Survey<br/>1000118351</p> <p>Scale 1:1,250</p> <p>Liverpool City Council</p> |
| 2 | Landlord         | <p>Liverpool City Council, Property Management Team<br/>Correspondence address: 2<sup>nd</sup> Floor Cunard Building, Water Street, Liverpool, L3 3AH<br/>Contact name: Oliver Graham, Property and Asset Management Services<br/>E-mail: <a href="mailto:Oliver.graham@liverpool.gov.uk">Oliver.graham@liverpool.gov.uk</a></p>                                                                                                                                                                                             |
| 3 | Lessee/Tenant    | <p>TBC<br/>Company number: TBC</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

|                     |                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                           |  |  |  |            |                           |                           |                     |    |     |    |                 |     |   |   |                |     |   |   |               |     |   |   |               |     |   |   |
|---------------------|-------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|--|--|--|------------|---------------------------|---------------------------|---------------------|----|-----|----|-----------------|-----|---|---|----------------|-----|---|---|---------------|-----|---|---|---------------|-----|---|---|
|                     |                               | Correspondence address: TBC<br>Contact name: TBC<br>E-mail: TBC<br>Telephone: TBC                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                           |  |  |  |            |                           |                           |                     |    |     |    |                 |     |   |   |                |     |   |   |               |     |   |   |               |     |   |   |
| 4                   | Premium Price                 | £0.00 (nil) payable to the Landlord exclusive of costs to cover the Landlord’s surveyor fees and legal costs – please refer to clause 21 for details.                                                                                                                                                                                                                                                                                                                                                                                           |                           |  |  |  |            |                           |                           |                     |    |     |    |                 |     |   |   |                |     |   |   |               |     |   |   |               |     |   |   |
| 5                   | Stamp Duty                    | The lessee/ Tennant will be responsible for the payment of any stamp duty due on the granting of this lease and any agreed premium paid to the Landlord.                                                                                                                                                                                                                                                                                                                                                                                        |                           |  |  |  |            |                           |                           |                     |    |     |    |                 |     |   |   |                |     |   |   |               |     |   |   |               |     |   |   |
| 6                   | Rent                          | £ 15,400.00 (Fifteen Thousand Four Hundred Pounds) per annum exclusive of VAT and any other rates/monies and to be paid on a quarterly basis.                                                                                                                                                                                                                                                                                                                                                                                                   |                           |  |  |  |            |                           |                           |                     |    |     |    |                 |     |   |   |                |     |   |   |               |     |   |   |               |     |   |   |
| 7                   | Type of lease                 | Head lease on Full Repairing and Insuring term.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                           |  |  |  |            |                           |                           |                     |    |     |    |                 |     |   |   |                |     |   |   |               |     |   |   |               |     |   |   |
| 8                   | Landlord Tenant act 1954      | The proposed lease sits outside The Landlord and Tenant Act 1954.                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                           |  |  |  |            |                           |                           |                     |    |     |    |                 |     |   |   |                |     |   |   |               |     |   |   |               |     |   |   |
| 9                   | Due diligence / finance       | The Landlord is committed to undertaking comprehensive due diligence of all potential prospective tenants of LCC buildings. The tenant /lessee is required to complete and return in due course the relevant due diligence form.                                                                                                                                                                                                                                                                                                                |                           |  |  |  |            |                           |                           |                     |    |     |    |                 |     |   |   |                |     |   |   |               |     |   |   |               |     |   |   |
| 10                  | Lease length and start date   | 10-year lease from a date to be confirmed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                           |  |  |  |            |                           |                           |                     |    |     |    |                 |     |   |   |                |     |   |   |               |     |   |   |               |     |   |   |
| 11                  | Rent reviews                  | Every 5 years subject to an open market rent.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                           |  |  |  |            |                           |                           |                     |    |     |    |                 |     |   |   |                |     |   |   |               |     |   |   |               |     |   |   |
| 12                  | Break Clause                  | Mutual break clause in which either party may terminate this Lease at any time after the 3 <sup>rd</sup> year anniversary of the lease commencement date, by serving not less than 3 months' written notice to the other party.<br>The tenants right to break is conditional upon all rents due under the lease being paid in full up to the date of the relevant break date, vacant possession of the property is provided on the break date, and any material breaches of the tenant’s lease covenants are rectified prior to the break date. |                           |  |  |  |            |                           |                           |                     |    |     |    |                 |     |   |   |                |     |   |   |               |     |   |   |               |     |   |   |
| 13                  | Rent-Free Period              | A rent-free period of 3 months will be granted starting from the Lease Commencement Date. The rent-free period will only apply to the base rent payable by the Tenant to the Landlord and is exclusive of any rates, insurance premiums, utility costs and other costs for the maintenance and operation of the property.                                                                                                                                                                                                                       |                           |  |  |  |            |                           |                           |                     |    |     |    |                 |     |   |   |                |     |   |   |               |     |   |   |               |     |   |   |
| 14                  | Assignment and subletting     | <table><tr><td></td><td>Prohibited</td><td>If not prohibited is CNUW</td><td>Permitted without consent</td></tr><tr><td>Assignment of whole</td><td>No</td><td>Yes</td><td>No</td></tr><tr><td>Sub-lease whole</td><td>Yes</td><td>-</td><td>-</td></tr><tr><td>Sub-lease part</td><td>Yes</td><td>-</td><td>-</td></tr><tr><td>Sub-sub-lease</td><td>Yes</td><td>-</td><td>-</td></tr><tr><td>Group sharing</td><td>Yes</td><td>-</td><td>-</td></tr></table><br>CNUW = Consent not to be unreasonably withheld                                |                           |  |  |  | Prohibited | If not prohibited is CNUW | Permitted without consent | Assignment of whole | No | Yes | No | Sub-lease whole | Yes | - | - | Sub-lease part | Yes | - | - | Sub-sub-lease | Yes | - | - | Group sharing | Yes | - | - |
|                     | Prohibited                    | If not prohibited is CNUW                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Permitted without consent |  |  |  |            |                           |                           |                     |    |     |    |                 |     |   |   |                |     |   |   |               |     |   |   |               |     |   |   |
| Assignment of whole | No                            | Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | No                        |  |  |  |            |                           |                           |                     |    |     |    |                 |     |   |   |                |     |   |   |               |     |   |   |               |     |   |   |
| Sub-lease whole     | Yes                           | -                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | -                         |  |  |  |            |                           |                           |                     |    |     |    |                 |     |   |   |                |     |   |   |               |     |   |   |               |     |   |   |
| Sub-lease part      | Yes                           | -                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | -                         |  |  |  |            |                           |                           |                     |    |     |    |                 |     |   |   |                |     |   |   |               |     |   |   |               |     |   |   |
| Sub-sub-lease       | Yes                           | -                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | -                         |  |  |  |            |                           |                           |                     |    |     |    |                 |     |   |   |                |     |   |   |               |     |   |   |               |     |   |   |
| Group sharing       | Yes                           | -                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | -                         |  |  |  |            |                           |                           |                     |    |     |    |                 |     |   |   |                |     |   |   |               |     |   |   |               |     |   |   |
| 15                  | Repairing obligations         | Full Repairing and Insuring (FRI) lease - Lessee to be responsible for all repairs and insurance of the premises at their own cost.                                                                                                                                                                                                                                                                                                                                                                                                             |                           |  |  |  |            |                           |                           |                     |    |     |    |                 |     |   |   |                |     |   |   |               |     |   |   |               |     |   |   |
| 16                  | Alterations and Use           | Requires landlord consent which should not be unreasonably withheld.                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                           |  |  |  |            |                           |                           |                     |    |     |    |                 |     |   |   |                |     |   |   |               |     |   |   |               |     |   |   |
| 17                  | Current Condition/ Future use | The lease is granted on the property/land in its existing condition, and the Landlord does not provide any warranty as to its condition or fitness for the existing or proposed use.                                                                                                                                                                                                                                                                                                                                                            |                           |  |  |  |            |                           |                           |                     |    |     |    |                 |     |   |   |                |     |   |   |               |     |   |   |               |     |   |   |
| 18                  | Forfeiture                    | The lease will contain a standard commercial forfeiture clause permitting the Landlord to re-enter the property and terminate the lease if:<br>1. Rent is unpaid for 30 days after it falls due.                                                                                                                                                                                                                                                                                                                                                |                           |  |  |  |            |                           |                           |                     |    |     |    |                 |     |   |   |                |     |   |   |               |     |   |   |               |     |   |   |

|                        |                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                           |  |  |  |            |                           |                           |          |    |     |    |                    |     |   |   |                    |    |     |    |                        |    |     |    |                  |    |     |    |
|------------------------|------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|--|--|--|------------|---------------------------|---------------------------|----------|----|-----|----|--------------------|-----|---|---|--------------------|----|-----|----|------------------------|----|-----|----|------------------|----|-----|----|
|                        |                              | 2. The Tenant is in breach of any of the lease covenants.<br>3. The Tenant becomes insolvent.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                           |  |  |  |            |                           |                           |          |    |     |    |                    |     |   |   |                    |    |     |    |                        |    |     |    |                  |    |     |    |
| 19                     | Indemnities                  | The lessee/tenant Indemnifies the Landlord against all risks, claims or actions for injury, damage, loss or other cause arising from the use of the land, such indemnity to be supported by an appropriate insurance policy.                                                                                                                                                                                                                                                                                                                                                                                                                                   |                           |  |  |  |            |                           |                           |          |    |     |    |                    |     |   |   |                    |    |     |    |                        |    |     |    |                  |    |     |    |
| 20                     | Alterations / Plan approvals | <table><tr><td></td><td>Prohibited</td><td>If not prohibited is CNUW</td><td>Permitted without consent</td></tr><tr><td>External</td><td>No</td><td>Yes</td><td>No</td></tr><tr><td>External structure</td><td>Yes</td><td>-</td><td>-</td></tr><tr><td>Internal structure</td><td>No</td><td>Yes</td><td>No</td></tr><tr><td>Internal non structure</td><td>No</td><td>Yes</td><td>No</td></tr><tr><td>External signage</td><td>No</td><td>Yes</td><td>No</td></tr></table> <p>Fees are payable to the landlord for all requests for consent for alterations / plan approvals and any site visits.</p>                                                        |                           |  |  |  | Prohibited | If not prohibited is CNUW | Permitted without consent | External | No | Yes | No | External structure | Yes | - | - | Internal structure | No | Yes | No | Internal non structure | No | Yes | No | External signage | No | Yes | No |
|                        | Prohibited                   | If not prohibited is CNUW                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Permitted without consent |  |  |  |            |                           |                           |          |    |     |    |                    |     |   |   |                    |    |     |    |                        |    |     |    |                  |    |     |    |
| External               | No                           | Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | No                        |  |  |  |            |                           |                           |          |    |     |    |                    |     |   |   |                    |    |     |    |                        |    |     |    |                  |    |     |    |
| External structure     | Yes                          | -                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | -                         |  |  |  |            |                           |                           |          |    |     |    |                    |     |   |   |                    |    |     |    |                        |    |     |    |                  |    |     |    |
| Internal structure     | No                           | Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | No                        |  |  |  |            |                           |                           |          |    |     |    |                    |     |   |   |                    |    |     |    |                        |    |     |    |                  |    |     |    |
| Internal non structure | No                           | Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | No                        |  |  |  |            |                           |                           |          |    |     |    |                    |     |   |   |                    |    |     |    |                        |    |     |    |                  |    |     |    |
| External signage       | No                           | Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | No                        |  |  |  |            |                           |                           |          |    |     |    |                    |     |   |   |                    |    |     |    |                        |    |     |    |                  |    |     |    |
| 21                     | Permitted use                | User clause details – To be added with agreed restrictions. Change of use will require landlord consent which should not be unreasonably withheld.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                           |  |  |  |            |                           |                           |          |    |     |    |                    |     |   |   |                    |    |     |    |                        |    |     |    |                  |    |     |    |
| 22                     | Insurance                    | (i) The lessee shall insure the premises to the full reinstatement value at its own cost.<br>(ii) The Landlord requires that terrorism be an issued risk                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                           |  |  |  |            |                           |                           |          |    |     |    |                    |     |   |   |                    |    |     |    |                        |    |     |    |                  |    |     |    |
| 23                     | Rates and Utilities          | The lessee tenant shall at their own expense, if necessary, shall make their own arrangements with the public utilities services. The lessee tenant is responsible for all rates, council tax, and utility costs if payable.                                                                                                                                                                                                                                                                                                                                                                                                                                   |                           |  |  |  |            |                           |                           |          |    |     |    |                    |     |   |   |                    |    |     |    |                        |    |     |    |                  |    |     |    |
| 24                     | Legal and surveyor costs     | <p>The lessee / tenant is to pay the Landlords legal and surveyor's cost in connection with this transaction. An undertaking will be required such that costs will be met whether or not the matter proceeds to completion.</p> <p>The lessee/ tenant shall pay the Landlords surveyor's fees at a minimum of £1,500.00 (one thousand five hundred pounds) and the Landlords legal costs at a minimum of £2,516.00 (two thousand five hundred and sixteen pounds).</p> <p>The minimum fees payable are estimates at: £4,016.00 (four thousand and sixteen pounds).</p> <p>The above costs are not included in the rent price referred to in point 6 above.</p> |                           |  |  |  |            |                           |                           |          |    |     |    |                    |     |   |   |                    |    |     |    |                        |    |     |    |                  |    |     |    |
| 25                     | General                      | The lessee/ tenant shall at all times comply with all Acts of Parliament, Regulations, Directions, Bye-Laws etc.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                           |  |  |  |            |                           |                           |          |    |     |    |                    |     |   |   |                    |    |     |    |                        |    |     |    |                  |    |     |    |
| 26                     | Landlord's Solicitors        | City Solicitor<br>Correspondence address: Cunard Building, Water Street, Liverpool, L3 1AH<br>Contact name: To be advised.<br>E-mail: To be advised.<br>Telephone: To be advised.                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                           |  |  |  |            |                           |                           |          |    |     |    |                    |     |   |   |                    |    |     |    |                        |    |     |    |                  |    |     |    |
| 27                     | Lessee's Solicitors          | Correspondence address: TBC<br>Contact name: TBC<br>E-mail: TBC<br>Telephone: TBC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                           |  |  |  |            |                           |                           |          |    |     |    |                    |     |   |   |                    |    |     |    |                        |    |     |    |                  |    |     |    |
| 28                     | Timing                       | This offer will remain open for a period of <b>three months</b> from the date of these Heads of Terms.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                           |  |  |  |            |                           |                           |          |    |     |    |                    |     |   |   |                    |    |     |    |                        |    |     |    |                  |    |     |    |

|    |                          |                                                                                                                                                                       |
|----|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 29 | No contract              | These Heads of Terms are subject to contract and City Council Approval and the Tenant obtaining the necessary planning permission for the agreed use of the property. |
| 30 | Other Terms              | To be agreed and set out below.                                                                                                                                       |
| 31 | Lessee's / Tenants agent | Contact name: TBC<br>Correspondence Address: TBC<br>E-mail: TBC<br>Telephone: TBC                                                                                     |
|    |                          |                                                                                                                                                                       |

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**Date** .....

**For and on behalf of the Landlord -Liverpool City Council**

.....

**Date** .....

**For and on behalf of Lessee/ Tenant**