



Liverpool
City Council

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

ISSUED DATE XXX

1	Property address	88 Islington, Liverpool, L3 8LD– Edged red on the below plan which has been included for identification purposes only.  88 ISLINGTON Property Management Team, City Development, Cunard Building, Water Street, Liverpool L3 1DS © Crown copyright and database rights 2025 Ordnance Survey 100018351 Date: 29/06/2026 Scale: 1:1250 Status: FINAL 
2	Landlord	Liverpool City Council, Property Management Team Correspondence address: 2nd Floor Cunard Building, Water Street, Liverpool, L3 3AH Contact name: Jessica Neath, Graduate Regeneration Officer, Property and Asset Management Services E-mail: Jessica.neath@liverpool.gov.uk
3	Lessee/Tenant	TBC Company number: TBC Correspondence address: TBC Contact name: TBC E-mail: TBC

		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 – see s24.																											
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	£ 17,000.00 (Seventeen Thousand 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	Proposed 5-year lease from a date to be confirmed.																											
11	Rent reviews	Not applicable.																											
12	Break Clause	Not applicable.																											
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>Yes</td><td>-</td><td>-</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> CNUW = Consent not to be unreasonably withheld Any subletting shall be subject to the Tenant providing the Landlord with a copy of the proposed underlease for the Landlord's prior written consent, such consent not to be unreasonably withheld or delayed.					Prohibited	If not prohibited is CNUW	Permitted without consent	Assignment of whole	Yes	-	-	Sub-lease whole	Yes	-	-	Sub-lease part	Yes	-	-	Sub-sub-lease	Yes	-	-	Group sharing	Yes	-	-
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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: 1. Rent is unpaid for 30 days after it falls due. 2. The Tenant is in breach of any of the lease covenants. 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</td><td>Permitted without</td></tr></table>					Prohibited	If not prohibited	Permitted without																				
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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. The Property should not be used as a: (a) Betting Office; (b) Taxi Office; (c) Private Members’ Cinema Club; (d) Sex Establishment; (e) For the operation and sole use of video games; (f) Amusement Arcade (h) For any dangerous, noxious, noisy or offensive trade, business, manufacturing or occupation (i) Otherwise than for the Permitted Use																								
22	Insurance	(i) The lessee shall insure the interior and exterior of the premises to the full reinstatement value at its own cost. (ii) The lessee obtain Public Liability Insurance with a limit of indemnity of no less than £5 million. (iii) 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	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 irrespective of whether the matter proceeds to completion. The lessee/ tenant shall pay the Landlords surveyor’s fees at a minimum of £3,000.00 (Three Thousand Pounds) and the Landlords legal costs at a minimum of £2,516.00 (Two Thousand Five Hundred and Sixteen Pounds). The minimum fees payable are estimates at: £4,016.00 (Four Thousand and Sixteen Pounds). The above costs are not included in the rental price referred to in point 6 above.																								
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 Correspondence address: Cunard Building, Water Street, Liverpool, L3 1AH Contact name: To be advised. E-mail: To be advised. Telephone: To be advised.																								
27	Lessee’s Solicitors	Correspondence address: TBC Contact name: TBC E-mail: TBC																								

		Telephone: TBC
28	Timing	This offer will remain open for a period of three months 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 Correspondence Address: TBC E-mail: TBC Telephone: TBC

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Date

For and on behalf of the Landlord -Liverpool City Council

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Date

For and on behalf of Lessee/ Tenant