

Proposed Community Asset Transfer Lease Conditions

1. **Term:** 10years
2. **Break Options:** None
3. **Rent:** £1,500 per annum
4. **.Rent Review:** 5 yearly in relation to the increase in RPI
5. **Payment of Rent:** Rent to be paid by Direct Debit on 1st of each month. Where the date of entry is not the 1st an invoice will be issued for the period from the date of entry to the 1st of the following month.
6. **Use:** To be in accordance with the tenant's CAT application i.e. as a Men's Shed workshop, meeting space and associated recreational and community space. Any significant variation in use will require the landlord's prior written consent.
7. **Rates:** Tenant to be responsible for payment of general and water rates and all other utilities.
8. **Repairs and Maintenance:** The tenant will be fully responsible for all repairs and maintenance of the property.
9. **Alterations:** No alterations to property without the landlord's prior written consent.
10. **Safety Certificates:** Tenant to be responsible for complying with all statutory obligations including where appropriate (but not limited to) fixed electrical testing, water testing including legionella testing, gas boiler and soundness testing and provision and testing of fire safety equipment.
11. **Insurance (Building):** Landlord will insure and Tenant will reimburse the cost of the Insurance Premium
12. **Insurance (Contents & Third Party e.g. Public Liability):** Tenant
13. **Alienation:** The tenant will not be permitted to assign the lease or sub-let the property except that the tenant will be

permitted to sub-let/hire to other community groups on reasonable terms.

14. Planning:

The tenant is responsible for obtaining all appropriate permissions and /or licences, including any planning permission in relation to their use of the subjects.

15. Legal Fees:

Tenant to pay Angus Council's reasonable legal fees and outlays.

16. Other Conditions:

As per Angus Council's standard CAT lease conditions, per Report 105/18.

Funding: To demonstrate to the Council's Team Leader – Estate's reasonable satisfaction before the date of entry that funding is available to maintain the building throughout the period of the lease.

If the lease is for 7 years or more (or if less than 7 years it is renewed and extends up to or beyond 7 years) and the rent is £1,000 a year or more you must complete a Land and Buildings Transaction Tax (LBTT) return and send it to Revenue Scotland within 30 days of the "effective date". You must pay any tax due and complete further tax returns every 3 years. There are penalties for submitting late returns or paying tax late. Revenue Scotland's website has further information and guidance (www.revenue.scot). Your solicitor will be able to prepare the returns for you.