

**Angus Council's standard Community Asset Transfer lease conditions**

As set out in Report 105/18 approved by Angus Council on 22 March 2018:

**Fees & Charges**

The community body will meet the council's legal fees (capped at £515 unless exceptional circumstances apply) and outlays.

**Terms & Conditions**

The terms & conditions will reflect the Council's statutory duty to achieve best value and manage public funds and assets appropriately.

Tenants will have full repairing and insuring leases. The lease will impose conditions, which will apply during the whole period of the lease, such as:

- (a) the tenant will require to use the property for the agreed use;
- (b) the tenant will require to permit the public to use the property (at reasonable cost, if any);
- (c) The tenant will not be able to assign the lease or sub-let the property;
- (d) The tenant will require to comply with any existing grant conditions, eg from Sportscotland.

**DRAFT**  
**Community Asset Transfer Conditions**

1. **Other Rights Granted:** None
2. **Term:** 99 years
3. **Break Options:** None
4. **Rent:** As per approved by P&R Committee
5. **Rent Review:** 5 yearly in line with RPI
6. **Payment of Rent:** Rent to be paid by Direct Debit annually in advance
7. **Use:** For the development of a community facility and 3G pitch and associated parking and landscaping in accordance with Planning Consent 16/00074/FULL or such other or amended Planning Consent as may be granted. The said development shall be completed within 2 years of the date of entry.
8. **Rates:** Tenant to be responsible for payment of general and water rates and all other utilities.
9. **Repairs and Maintenance:** The tenant will be fully responsible for all repairs, maintenance and upkeep of the ground and any buildings erected there on.
10. **Alterations:** No alterations to property without the landlord's prior written consent.
11. **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.
12. **Insurance (Building):** Tenant
13. **Insurance (Contents & Third Party e.g. Public Liability):** Tenant
14. **Alienation:** The tenant will not be permitted to assign the lease or sub-let the property except that it will be permitted to hire space out for community use.

- 15. 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.
- 16. Legal Fees:** Tenant to pay Angus Council's reasonable legal fees and outlays
- 17. Funding** Tenant to provide satisfactory evidence of funding for the community facility and 3G pitch and associated parking and landscaping in terms of the existing or amended Planning Consent before the date of entry.
- 18. Other Conditions:** As per Angus Council's standard Community Asset Transfer lease.
- As per further conditions that may be imposed by P&R Committee.
- 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](http://www.revenue.scot)). Your solicitor will be able to prepare the returns for you.