

Proposed Community Asset Transfer Conditions

- 1. Term:** 25 years
- 2. Break Options:** At end of year 3
- 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 but will not, in the first 3 years of the Lease, be required to put the property in any better condition than as identified in the Summary of Primary Defects Report.

The landlord will have no repairing responsibilities whatsoever.
- 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 other than to another Community Asset Transfer Body to be approved by the landlord. An assignation will only be granted subject to such CAT body having full funding in place for the continued repair and maintenance and improvement of the property.

The tenant will be permitted to sub-let the property subject to the landlord's prior written consent.

The tenant will be permitted to hire out parts of the property 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 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.

Part II

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 (currently capped at £530 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.

