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**To: Planning & Property Policy Board**

**On: 17<sup>th</sup> May 2016**

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**Report by: Director of Finance & Resources**

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**Heading: Shop premises at 2/4 Skye Crescent, Paisley.**

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**1. Summary**

- 1.1 This report advises the Board on the provisional terms and conditions agreed for a new lease of the shop premises at 2/4 Skye Crescent, Paisley.
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**2. Recommendations**

It is recommended that the Board:-

- 2.1 Grant authority to the Head of Property and the Head of Corporate Governance to conclude a new lease of the shop premises at 2/4 Skye Crescent, Paisley, on the basis of the main terms and conditions contained in this report.
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**3. Background**

- 3.1. M & D Green Dispensing Chemist Limited has leased the shop property at 2/4 Skye Crescent, Paisley on a year to year basis since 28<sup>th</sup> October 2013 following the expiry of the former 9 year lease at this address. The property trades as Glenburn Pharmacy and has a current passing rental of £10,500 per

annum. The Council's tenant is keen to invest in its business but considers that there will be more incentive to do so if it had more security of tenure. A new longer term lease has therefore been requested.

- 3.3. Discussions held with M & D Green Chemist Limited and their solicitors resulted in the following main terms and conditions of lease being provisionally agreed.

4. **Proposed terms and conditions of lease;**

- 4.1 The existing lease shall be renounced at a mutually agreed date between both parties. This date shall also be the date of entry in the new lease.

- 4.2 The new lease shall be for a period of 15 years and shall be on the basis of the Council's standard Full Repairing and Insuring style of lease.

- 4.3 The initial annual rental shall be the sum of £11,500, and the rent shall be reviewed every 5 years.

- 4.4 There shall be a tenant only break option at year five on providing appropriate prior notice.

- 4.5 The use of the property shall continue as a Pharmacy.

- 4.6 The tenant shall meet the Council's reasonable legal expenses incurred in concluding the lease.

- 4.7 Any other reasonable terms and conditions considered necessary by the Head of Corporate Governance and the Head of Property to protect the Council's interest.

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## **Implications of the Report**

1. **Financial** – Annual rental of £11,500 to be received.

2. **HR & Organisational Development** – None.

3. **Community Planning** –

Wealthier & Fairer - New lease will provide more security of tenure for both landlord and tenant.

4. **Legal** – New lease to be concluded.

5. **Property/Assets** – As per this report.

6. **Information Technology** – none.

7. **Equality & Human Rights -**

- (a) The Recommendations contained within this report have been assessed in relation to their impact on equalities and human rights. No negative impacts on equality groups or potential for infringement of individuals' human rights have been identified arising from the recommendations contained in the report because no groups or individuals have any involvement currently at the property. If required following implementation, the actual impact of the recommendations and the mitigating actions will be reviewed and monitored, and the results of the assessment will be published on the Council's website.

8. **Health & Safety** – none.

9. **Procurement** – none.

10. **Risk** – none.

11. **Privacy Impact** – none.

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# FINANCE & RESOURCES

## ASSET & ESTATES SECTION



Renfrewshire  
Council

TITLE	REPORT / LEASE PLAN SHOP AT 2/4 SKYE CRESCENT, PAISLEY	DRAWING No.	E2479	SCALE	1:1000
		DRAWN BY	JW	DATE	APR 2016

