



To: Planning & Property Policy Board

On: 25th August 2015

Report by: Director of Finance & Resources

Heading: Request for a New 9 Year Lease from the Existing Tenants of 10 Walkinshaw Street, Johnstone.

1. Summary

1.1 The purpose of this report is to seek the consent of the Board to grant a new 9 year lease to the existing tenants of 10 Walkinshaw Street Johnstone.

2. Recommendations

2.1 Approve the request for a 9 year lease from the existing tenants of the subject property on the terms and conditions as detailed within the body of this report.

2.2 Request the Head of Corporate Governance to conclude this lease on behalf of the Council with the existing tenants subject to the terms and conditions detailed within the body of this report.

3. Background

3.1. The commercial property is located at 10 Walkinshaw Street Johstone as shown on the attached plan. The property is leased to Mr Simon Locke and Mr William Cameron who are currently using the premises as a dental surgery.

3.2. The existing tenants are currently operating under a 21 year lease, the rights of which they acquired by assignation on the 5th of April 2005, which is scheduled to terminate on the 27th August 2015.

- 3.3. The existing tenants have requested a new lease for a period of 9 years which shall commence when the existing lease expires on the 27th of August 2015
- 3.4. The tenants have also requested that an additional dentist within the practice, Mr Ewins, be added as a named tenant on the new lease.
- 3.5. The following heads of terms have been provisionally agreed which will form the basis of the lease:
 1. The lease shall commence on the 28th of August 2015 for a 9 year period and continue monthly thereafter, and shall be on the basis of the Council's standard full repairing and insuring lease
 2. The rent shall be £10,500 per annum (£875 per month), payable monthly in advance, and by direct debit if so required by the Council.
 3. The rent shall be subject to a rent review every three years from the date of entry for the new lease.
 4. The premises shall be used as a dental surgery and for no other purpose whatsoever.
 5. Assignment and subletting is prohibited without the tenant first receiving the landlords prior written consent.
 6. It shall be the tenants responsibility to ensure that any necessary planning, statutory and or licensing consents that may be required for their proposed use are secured prior to the date of entry.
 7. The premises are available for lease in their current condition, and any alteration works proposed must be undertaken in accordance with all necessary statutory consents and to the satisfaction of the Director of Finance and Resources.
The tenants will be held responsible for making good any damage caused as a result of any alteration work to the premises.
 8. The tenants shall continue to be responsible for all costs of occupancy including rates, local taxes, service utilities, factor's charges and accounts, common repairs and all other costs.
 9. The tenants shall insure the property with a reputable insurance company to the satisfaction of the Landlord and shall exhibit such policies as at the date of entry and annually on demand by the Landlord with regards the following insurance cover:

- a. Public Liability Insurance
 - b. Contents Insurance including plate glass and tenants's fixtures and fittings.
10. The Landlord shall procure and maintain buildings insurance for the subjects of lease, restricted to the shell e.g. walls, floors, roofs, ceilings against the perils of fire, lightning, aircraft, subterranean fire, riot, civil commotion, storm, flood, tempest, terrorism and burst pipe damage, subject to policy excesses and the tenants will be required to cover the first £250 of this excess should any claim be made against the policy.
11. The tenants shall be responsible for the Council's reasonable legal expenses in connection with the conclusion of this lease.
12. The lease shall be subject to any other terms and conditions which are deemed necessary by the Head of Corporate Governance

Implications of the Report

1. **Financial** – Secured Income for a period of 9 years.
2. **HR & Organisational Development** – Not Applicable.
3. **Community Planning** – Not Applicable.
4. **Legal** – Completion of the lease documentation required by the Head of Corporate Governance
5. **Property/Assets** – As per report.
6. **Information Technology** – Not Applicable
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. 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** – Not Applicable.
9. **Procurement** – Not Applicable.
10. **Risk** – Not Applicable.

11. **Privacy Impact** – Not Applicable.

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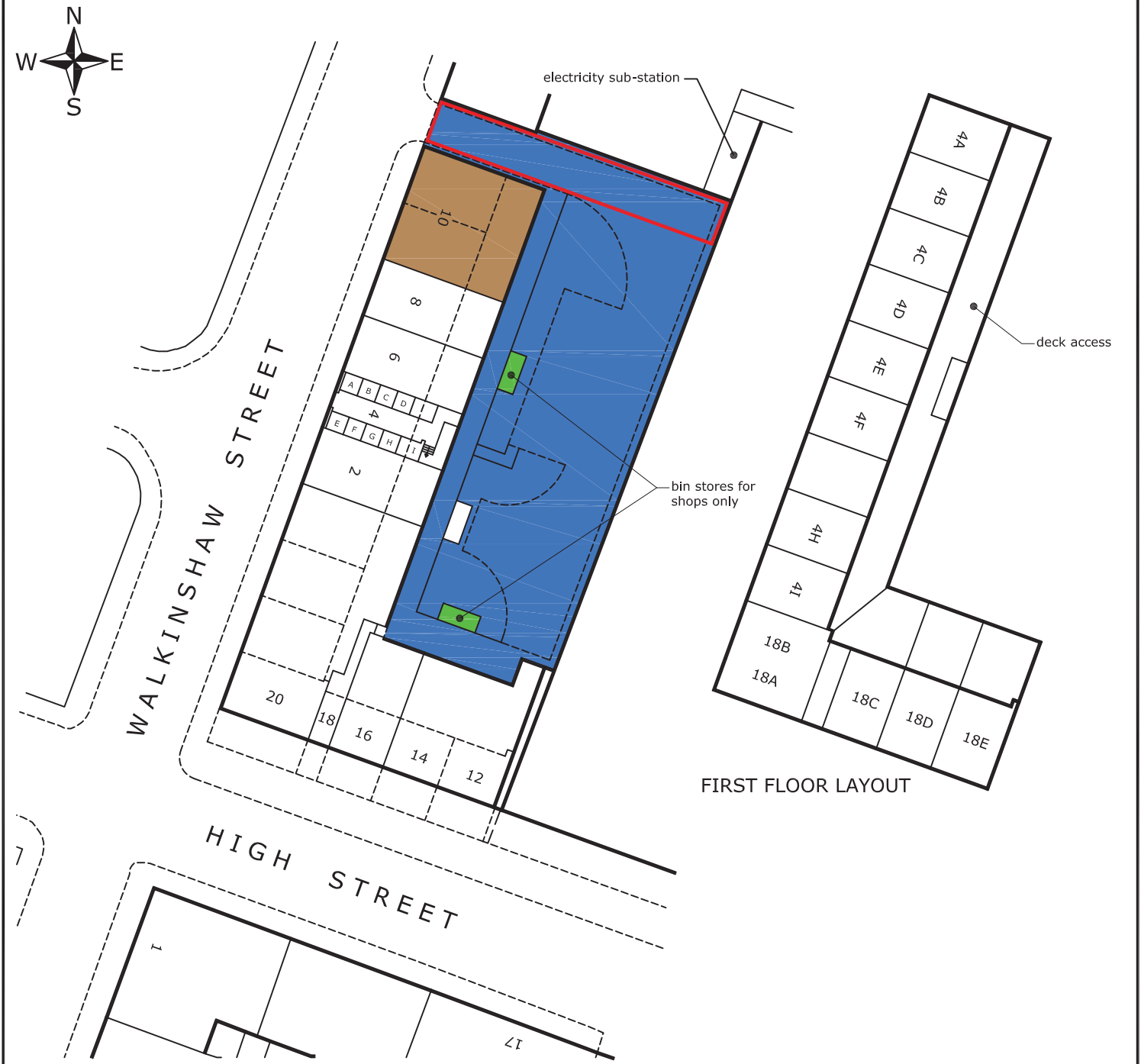
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FINANCE & RESOURCES ASSET & ESTATES SECTION



Renfrewshire
Council

TITLE	LEASE PLAN 10 HIGH STREET, JOHNSTONE PA5 8JX	DRAWING No.	E2356	SCALE	1:500
		DRAWN BY	JW	DATE	JUL 2015



LEGEND

- RIGHT IN COMMON BETWEEN ALL RESIDENTIAL AND COMMERCIAL PROPERTIES
- RIGHT IN COMMON BETWEEN ALL COMMERCIAL PROPERTIES
- SHOP AREA
- RIGHT OF ACCESS IN FAVOUR OF SCOTTISH POWER