

**AS SOLE CORPORATE TRUSTEE**

**Our Ref:** BPS/AM/NGO/Highbury

**Date:** 2<sup>nd</sup> February 2023

Company Secretary  
The Chamberlain Highbury Trust  
4 Yew Tree Road  
Birmingham  
B13 8QG

**WITHOUT PREJUDICE AND SUBJECT TO CONTRACT**

Dear Sirs

**Re: Proposed Lease of Highbury Estate**

Further to previous communications I now set out below the terms and conditions which I am prepared to recommend for formal approval:

**Demise:** Land at Highbury Estate as outlined in red on the attached plan number 15429 including all premises within.

**Landlord:** Birmingham City Council 'as trustee' acting on behalf of Highbury (registered charity no. 1039194) c/o The Council House, Victoria Square, Birmingham B1 1BB

**Tenant:** The Chamberlain Highbury Trust (registered charity no. 169845) (Company number 10157307) c/o Highbury, 4 Yew Tree Road, Birmingham, B13 8QG

**Tenure:** The tenant will enter into an Agreement for a Lease prior to the grant of a Lease. The Lease will be on terms agreed by the two parties and become a formal Schedule to the Agreement. The duration of the Agreement for Lease will be five years from a date to be agreed but to commence no later than 31<sup>st</sup> December 2023 (the shortstop date) and the Lease will be for 125 years from a date to be agreed but within the above five year period (the longstop date). The Agreement for Lease will be for a maximum term of five years and while the Lease can become operational at any time before that point at the Tenant's request this is first subject to:

- a successful Stage 1 bid to the Heritage Lottery Fund for funds for the full refurbishment/conversion of 'Highbury'
- production of a scheme for the refurbishment of 'Highbury' agreeable to the Highbury Trust and sufficient to be used for HLF stage 2 bids
- obtaining all appropriate consents including those from the Charity Commission, the City Council as Trustee, valid planning consent to the proposal, valid Listed Building consent
- continuing compliance with the Conditions of Grant Aid recently granted or may subsequently be granted

- a Business Plan for the future management of the Highbury Estate agreeable to the Highbury Trust

The lease will also be subject to evidence that operations undertaken on the land continue to be in line with the lease terms and compatible with the charitable objects of the Highbury Trust and the Chamberlain Highbury Trust and to the production of an annual report and accounts to the City Council. The Lease will be granted outside the security of tenure provisions of the Landlord and Tenant Act 1954.

**Repairs:**

The premises will be let in its current condition and the Lessee will be required to fully refurbish the premises to put and keep them in a good and substantial condition in line with a scheme of works formally approved with the landlord and thereafter be responsible for all internal and external repairs and maintenance to the premises and boundaries.

**Alterations:**

No alterations, adaptation or restoration to be undertaken thereafter without first obtaining the written consent of the Landlord or its duly appointed representative (consent not to be unreasonably withheld) and only then following receipt of appropriate Listed Building Consent.

**Rent:**

The lease will be granted at a peppercorn rent throughout, without review, in recognition of the completion of the full refurbishment scheme for the Highbury premises and the on-going management of the Highbury Estate.

**Outgoings:**

The Tenant is to be responsible for all existing and future rates taxes charges assessments and outgoings, including (but not limited to) business rates, gas, water and electricity or other utility charges, assessed upon the Premises.

**Insurance:**

The tenant is to secure and maintain insurance on the premises sufficient to provide for the reinstatement of the premises in the event of damage or destruction and effect and maintain adequate Public Liability Insurance for the operation of the premises and provide to the City Council a copy of the insurance certificate(s), if demanded.

**Alienation:**

During the course of the Agreement for Lease the Tenant is permitted to continue the subletting of the parts of the Estate already sublet and/or renew the terms of those occupations but not so as to interfere with the programming of the proposed refurbishment of Highbury.

During the Lease the Tenant is not to:

- assign the whole or any part of the premises without the consent of the Landlord (not to be unreasonably withheld)
- sublet any part of the premises, for a term of more than three years without the prior written approval of the Landlord, consent not to be unreasonably withheld.
- use the premises as security for finance, mortgage, charge or grants etc., except as approved by the landlord.

**User:** To be used only as a wedding venue, restaurant, hotel and conference centre and meeting space open to the public and for educational, cultural and art activities or such other uses as the Trust will agree to including areas for residential conversion but not to allow such other uses without first obtaining the written consent of the landlord or its duly appointed representative (consent not to be unreasonably withheld).

**Community hire:** The Tenant is to make the premises available to hire at no charge or open to the public at no charge and with no other event in progress for 12 days per year.

**Other terms:** The tenant will indemnify and keep indemnified the City Council against all costs, claims, charges, negligence etc. whatsoever in relation to the tenant's occupation and use of the premises.

The Tenant will be responsible for ensuring that the use and activities of the accommodation complies with all statutory and regulatory requirements of any kind, whether identifiable now or in the future.

The Tenant is not to place or permit to be placed any part of the accommodation, materials of a flammable and combustible nature nor to do or omit to do anything which renders any insurance effected on the Premises void or voidable or which causes the insurance premium or premiums to be increased and to comply with all recommendations of the insurers of the Premises.

The Lessee is not to cause any unreasonable nuisance or annoyance to other occupiers or local residents through the use of the accommodation or the premises and will keep the premises clean and tidy at all times.

The premises or parts thereof are not to be used for any illegal or immoral purpose nor hired out for use for extreme political or extreme religious purposes

Where the tenant applies for a license for the sale of alcohol to share the terms of the license with the landlord and to comply with the terms of the license.

**Documentation** The Tenant will complete a formal agreement for lease and a lease to be drafted by the City Council's Solicitor which will include the terms set out above but also such other clauses as is necessary to give effect to the documentation.

**Costs:** The Tenant will be required to pay the City Council's reasonable and proper legal costs and be required to pay a contribution towards BPS Surveyors and administrative costs.

**Stamp Duty Land Tax S.D.L.T):** In accordance with the provisions of the Finance Act 2003 the Tenant will be responsible for the payment of any Stamp Duty Land Tax payable on the transaction.

I would be grateful if you could give full consideration to the above terms and confirm they are acceptable by returning a signed copy of this letter. On receipt of your written acceptance I will seek final internal approval and instruct my colleagues in Legal Services

to issue draft documents. Please also send contact details of your legal representatives who may be acting for you in this regard. Please note this offer is only valid for a maximum of six months from the date of this letter after which the Highbury Trust will be at liberty to reconsider the terms of any proposal..

I look forward to hearing from you.

Yours sincerely

Nigel Oliver  
Asset Manager

Enc: plan no. 15429

**We (The Chamberlain Highbury Trust) hereby confirm agreement to the above terms and conditions**

**Signed .....** **Date.....**

**Print name .....** **Date.....**

**As ..... of the Chamberlain Highbury Trust.**

Corporate Landlord  
Birmingham City Council  
PO Box 16255  
Birmingham, B2 2WT

**sat-nav address:** 10 Woodcock Street, Birmingham, B7 4BG (closest location)

**Nigel Oliver – Property Manager**  
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