

Appendix 4

Provisionally agreed terms between The Moray Council and Grampian Police as landlord, and NHS Grampian as tenant, for lease of office in proposed Child Protection Unit at Hamilton Drive, Elgin.

1. Subjects - the subjects will comprise the office extending to 15.7m² as shown on the plan attached as **Appendix 2**. The tenant shall also have access to the “common parts” in common with the other occupiers in the building.
2. Landlord - The Moray Council and Grampian Police.
3. Tenant - NHS Grampian.
4. Term - the lease is to be for a period of 5 years commencing at a date to be agreed.
5. Rent - £2,182.30 per annum exclusive of VAT, rates and service/management charges, with the rent payable in advance.
6. Insurance – the landlord shall be responsible for insuring the building and exhibiting the insurance certificate to the tenant if requested. The tenant shall reimburse to the landlord a share of the insurance premium calculated on a pro rata floor area basis.
7. Rates Payable – the tenant shall be responsible for an appropriate share of the rates payable on the building.
8. Use - the premises are to be used solely for the provision of child protection services and any staff based at the premises are to be employed primarily in this service.
9. Repairs – the tenant shall be responsible for internal repairs only.
10. Common Parts - the common parts will include toilets/showers, corridors, stairs, lift, breakout/play area, interview rooms, monitoring rooms, kitchen, roads, paths, car parking, hard and soft landscaping and general external fabric of the building.
11. Service Charge - the tenant shall be liable for a service charge of 8.45% of the total cost of heating, lighting, cleaning and general maintenance of the building, including the common parts, and to include also for service contracts and service testing.

12. Management Charge - there shall be a management charge to allow for the management of the service charge and which will be calculated as 5% of the service charge payable by the tenant.
13. Legal Fees – each party to bear their own legal fees with the tenant being responsible for any stamp duty applicable.
14. VAT – VAT will be applicable on rent, service charge and management charge.
15. Landlords Break Option – the landlord shall have the right to terminate the lease at any time upon giving the tenant 6 months prior written notice.