

Agreed Heads of Terms

Tilt Works, 80-86 Upper Allen Street, Sheffield, S3
7GW

Prepared on behalf of Grainger Plc

Date: 30 September 2024

KF Ref: kh/ew

Confidential

Contacts

Prepared by



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HEADS OF TERMS

Subject to Contract

Further to our recent correspondence, I have the pleasure in detailing below the Heads of Terms in respect of the above property:

1. The Parties:

LANDLORD:

Reg. Name: Grainger Land and Regeneration Limited
Reg. Address: Citygate, St James Boulevard, Newcastle Upon Tyne, NE1 4JE

All correspondence for the attention of Bradley Wallace
Tel: 07785 695 848
E-mail: BWallace@graingerplc.co.uk

LANDLORD'S AGENT:

Knight Frank LLP
7th Floor Fountain Precinct
Balm Green
Sheffield
S1 2J

All correspondence for the attention of Kitty Hendrick
Tel: 0114 272 9750
E-mail: Kitty.hendrick@knightfrank.com

LANDLORD'S SOLICITOR:

Reg. Name: Womble Bond Dickinson (UK) LLP
Reg. Address: Helix, The Spark, Draymans Wy, Newcastle upon Tyne NE4 5DE

All correspondence for the attention of Liz Evans
Tel: 0191 279 9791
E-mail: Liz.evans@wbd-uk.com

TENANT:

Name: Mehrdad Alipour
Trading As Tilt Works Convenience Limited
Address: 20 Cranford Drive, Owlthorpe, Sheffield, S20 6RP

All correspondence for the attention of Mehrdad Alipour
Tel: 07400 928 029
E-mail: Mafparse@gmail.com

TENANT'S SOLICITOR:

Reg. Name: Parker Rhodes Hickmotts
Reg. Address: The Point, Bradmarsh Way, Bradmarsh Business Park, Rotherham, S60 1BP

All correspondence for the attention of Ruby Zaman
Tel: 01709 388 351
E-mail: Rubyzaman@prhsolicitors.co.uk

2. Initial Information

PROPERTY ADDRESS:

Tilt Works, 80-86 Upper Allen Street, Sheffield, S3 7GW.

Ground floor retail unit finished to a shell specification extending to approximately 613 sq ft, which forms part of the wider Tilt Use residential development.

PROPOSAL: A new lease [underlease] of the property. Both parties will endeavour to complete the lease as soon as possible [target date of 30th October 2024].

3. The Lease Terms

LEASE LENGTH: A lease for a term of 5 years will be granted.

RENT: £12,000 per annum inclusive of Service Charge but exclusive of VAT, rates, insurance and all other outgoings.

The quarterly rent will be payable in advance by direct debit. Interest will be payable at 4% above the current base rate on arrears.

RENT FREE PERIOD: 6 months at half rent will be granted from occupation or lease completion, whichever is the sooner.

BREAK OPTION: An option to determine the lease will be granted for the tenants benefit at the end of the 3rd year [specific date to be inserted into lease] provided the tenant has:

- Served 6 months' notice of their intention to determine the lease; and
- at the date of determination paid the annual rent under the lease, given up occupation of the property and all underleases have been determined.

RENT REVIEW: Upward only rent reviews to rent passing or open market rent, whichever is the higher, will be carried out every 3 years.

Assumed term 3 years.

RENT DEPOSIT / GUARANTOR / OTHER SECURITY: A 6 month rent deposit is to be paid by the Tenant and held by the Landlord for the duration of the Lease.

SECURITY OF TENURE: The lease will be contracted out of the security of tenure provisions set out in Part 2 of the Landlord and Tenant Act 1954 (as amended).

ASSIGNMENT AND SUBLETTING:

	Prohibited	If not prohibited is CNUW	Permitted without consent
Assignment of whole	No	Yes	No
Sub-Lease whole	No	Yes	No
Sub-Lease part	Yes	-	-
Sub-sub-lease	Yes	-	-
Concession	Yes	-	-
Group sharing	No	Yes	No

For sub lettings consider: Maximum number of occupiers, limitations
Code requires sublettings to be at market rent.
CNUW = Consent not to be unreasonably withheld

REPAIR: The lease is to be drawn on a full repairing and insuring basis.

PERMITTED USE: Uses permitted under Use Class E of the Town & Country Planning (Uses Classes) Order 1987, as amended 2020.

Any change of use required, prior to or during the lease, is the responsibility of the Tenant. Any application for change of use requires the Landlord's prior absolute consent.

The Tenant proposes to use the premises as a convenience store.

ALTERATIONS:

	Prohibited	If not prohibited is CNUW	Permitted without consent
External	Yes	-	-
External structural	Yes	-	-
Internal structural	Yes	-	-
Internal non structural	No	Yes	No

CNUW = Consent not to be unreasonably withheld.

LANDLORDS WORKS:

Not Applicable.

The premises are to be offered as a Shell unit.

TENANTS INITIAL WORKS:

The Tenant is to provide full plans and specification information for any proposed Tenant fit-out works, which will be approved by the Landlord and documented by way of a Licence for Alterations.

Each party to pay own legal costs including costs of approval of tenant's initial works.

BUSINESS RATES:

The tenant will be responsible for rates and any other outgoings.

INSURANCE:

The landlord will insure the property structure and fabric, the cost of which will be recovered from the tenant. Insurance of the building's contents is the responsibility of the tenant.

VAT:

VAT at the prevailing rate is payable on rent and all other outgoings.

LEGAL COSTS:

Each party to bear their own legal costs in connection with this matter.

SUBJECT TO:

This proposal is made subject to:

- (a) Contract;

