

Heads of Terms – Subscription Rooms and forecourt, Transfer of Freehold Interest to Stroud Town Council

- 1 Seller: Stroud District Council, Ebley Mill, Ebley Wharf, Stroud, Glos
- 2 Purchaser: Stroud Town Council, Thanet House, 58 London Road, Stroud, Glos GL5 2AD
- 3 Property: Stroud Subscription Rooms and forecourt, George Street, Stroud as shown outlined in red and blue respectively on the attached plan.
- 4 Consideration: £1 (one pound)
- 5 Permitted Use: The Subscription Rooms and forecourt to be used as a venue for the provision of live entertainments and other cultural artistic and community activities and any other use which is incidental or ancillary to the Permitted Use and which assist in securing the Well Being Objective (securing the promotion or improvement of the economic, social or environmental well being of the district of Stroud).
- 6 Restrictive Covenants: Stroud Town Council will be required to enter into covenants with Stroud District Council
 - To make parts of the property available for bookings for the purpose of putting on live and other entertainments
 - To have a varied programme of live entertainment suitable to a wide variety of social groups and to enhance the reputation of the property as an arts and entertainment venue locally and regionally.
 - To make appropriate parts of the building available for public exhibitions, educational events and other community uses at all reasonable times and at reasonable cost.
 - To permit the free use of the forecourt for public passage and assembly
 - To comply with the overage conditions - overage will be triggered by any event which has the effect of discharging or modifying the covenants contained in the transfer. The overage payable will be the difference between the unrestricted market value and the restricted value of the property on a tapering basis (100% in year one reducing to 0% after 40 years)
 - To keep the building in good and substantial repair
 - Not to make any disposition of the premises unless the purchaser enters into a deed of covenant on the same terms as the transfer to the Town Council
- 7 Agreement for Lease – The Town Council will enter into an agreement for lease for the property with the Stroud Subscription Rooms Trust at the same time as the transfer

- 8 Capital Works: Stroud District Council will replace the roof and carry out repairs to the flat roof and masonry by July 2019. The contract will be novated to the Town Council on completion of the transfer
- 9 Costs: each party will be responsible for its own costs in this matter

Heads of Terms – Subscription Rooms, Transfer of Business and Staff to Stroud Subscription Rooms Trust

- 1 Seller: Stroud District Council, Ebley Mill, Ebley Wharf, Stroud, Glos
- 2 Purchaser: Stroud Subscription Rooms Trust, Charity Reg. No 1180350
- 3 Disposal : Stroud Subscription Rooms' business and employees
- 4 Apportionment and prepayments – periodical charges and outgoings of the business or related to the assets will be apportioned on a time basis to be borne by the seller prior to the completion date and the buyer after the completion date
- 5 Moveable Assets: (loose plant, machinery and equipment, fixtures and fittings) are to be included in the transfer (estimated value £20k)
- 6 Grant: Stroud District Council will provide a one-off grant of £230k (payable in one lump sum) towards the operational costs for operating the venue in compliance with the permitted use. The buyer will use the grant in accordance with the grant conditions and comply with those conditions in all respects
- 7 Grant conditions –
 - the grant shall be used exclusively for the purpose of preserving, continuing and developing the conduct of the business from the property
 - The Buyer will provide to the seller annually audited reports at the end of each financial year evidencing the expenditure of the grant until it is expended
 - On request from the seller, the buyer will provide any other information, documents etc as the seller may reasonably require to establish the proper expenditure of the grant
- 8 Employees – the sale will constitute a relevant transfer for the purposes of TUPE and the employees will transfer to the buyer on completion
- 9 Gloucestershire local government pension scheme – the LGPS membership of the TUPEing employees will be protected. The seller will pay the additional annual contributions on behalf of the employees currently in the LGPS

Appendix A

- 10 Contracts and customer contracts – the seller will as far as is reasonable terminate all contracts on or before the completion date. The buyer will procure such contracts as it considers necessary for the continuation of the business after this time. The buyer shall be entitled to the net receipts received from bookings from customers to be fulfilled after the completion date
- 11 Premises licence – the seller shall provide consent to the transfer of the Premises Licence to the buyer
- 12 Stroud District Council will continue to operate the current service until completion and transfer of the property, service and staff by 31st March 2019 or earlier by agreement.
- 13 Costs: each party will be responsible for its own costs in this matter

Appendix A

