

Leases/Property	<ol style="list-style-type: none"> 1. Royal Pavilion & Brighton Museum (incl. Pavilion Gardens) 2. Hove Museum 3. Booth Museum 4. Preston Manor 5. 4/5 Pavilion Buildings 6. 118 Church Road
Landlord	Brighton & Hove City Council
Tenant	The Royal Pavilion and Museums Trust
Permitted use of Property	<p>As Museums and Art Galleries and ancillary uses</p> <p>For 4/5 Pavilion Buildings as offices</p> <p>For 118 Church Road as offices, workshops and function room / lecture theatre</p>
Term	25 years
Rent Provisions	<p>Peppercorn for all excluding 4/5 Pavilion Buildings</p> <p>Rent for 4/5 Pavilion Buildings £91,200 pa payable quarterly in advance</p>
Rent Review Provisions	<p>N/A where peppercorn payable</p> <p>Rent for 4/5 Pavilion Buildings increased annually on 1 April by 2%</p>
Break Clause Provisions	<p>Landlord only break clause in conjunction with the service contract. Termination to be linked to the Tenants performance of the service contract.</p> <p>4/5 Pavilion Buildings and 118 Church Road to include annual tenants break option on serving 12 months notice</p>
Insurance	Council to insure and Tenant to reimburse premiums
Repairing obligations	<p>Tenant to be responsible for completing all internal and external repairs and maintenance.</p> <p>Schedule of Planned Maintenance Works to be agreed in advance annually by the Council and Tenant, with reference to a 5 year plan, based on agreed Schedule of Condition.</p> <p>The Tenant will fulfil the role of Client for all building works as defined within the Construction Design and Management Regulations 2015.</p>

	<p>The Tenant to be responsible for all H&S servicing, testing, inspections, audits, assessments, compliance and certification.</p> <p>The council to have the right to complete planned maintenance works in accordance with the annual planned maintenance schedule and 5 year plan by agreement of the Trust.</p>
Alterations	<p>Non Structural alterations to be permitted with the council's consent.</p> <p>Absolute prohibition against structural works, works deemed detrimental to the heritage value of the properties, works that alter design or use.</p>
Alienation	<p>Absolute prohibition against assignment and subletting unless as otherwise stated below:</p> <p>Royal Pavilion and Brighton Museum lease to include permitted underlettings of parts as agreed by the Council, ancillary to the provision of a museum service, to include for example café, ice rink. Hirings also permitted.</p> <p>Preston Manor to include sublet of residential flat as service occupancy tenancy.</p> <p>4/5 Pavilion Buildings to permit subletting of ground floor café.</p> <p>118 Church Road to permit subletting of up to 50% of the net internal area of the property. Hirings are also permitted for The Old Court House.</p>
Security of Tenure	Leases to be Excluded
Special conditions	<p>Tenant responsible for rates and outgoing.</p> <p>Royal Pavilion and Brighton Museum lease to include a reservation for the benefit of the Council to facilitate the use of the Upper Lawns and Pavilion Lawns for cultural events as well as access rights.</p>