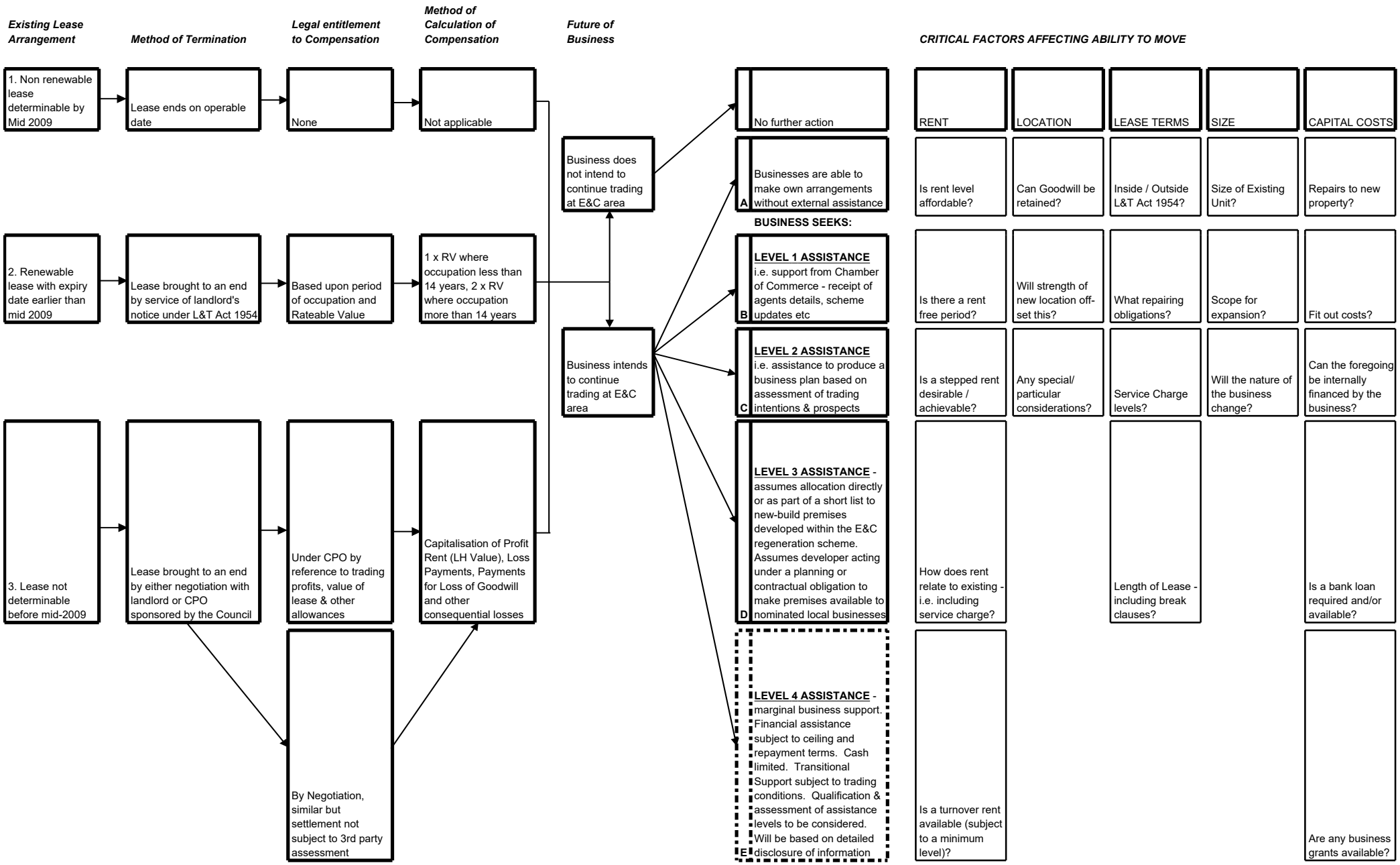
Existing Lease Arrangement
Method of Termination
Legal entitlement to Compensation
Method of Calculation of Compensation
Future of Business
CRITICAL FACTORS AFFECTING ABILITY TO MOVE
1. Non renewable lease determinable by Mid 2009
Lease ends on operable date
None
Not applicable
2. Renewable lease with expiry date earlier than mid 2009
Lease brought to an end by service of landlord's notice under L&T Act 1954
Based upon period of occupation and Rateable Value
1 x RV where occupation less than 14 years, 2 x RV where occupation more than 14 years
3. Lease not determinable before mid-2009
Lease brought to an end by either negotiation with landlord or CPO sponsored by the Council
Under CPO by reference to trading profits, value of lease & other allowances
By Negotiation, similar but settlement not subject to 3rd party assessment
Capitalisation of Profit Rent (LH Value), Loss Payments, Payments for Loss of Goodwill and other consequential losses
Business does not intend to continue trading at E&C area
Business intends to continue trading at E&C area
No further action
A Businesses are able to make own arrangements without external assistance
BUSINESS SEEKS:
B LEVEL 1 ASSISTANCE i.e. support from Chamber of Commerce - receipt of agents details, scheme updates etc
C LEVEL 2 ASSISTANCE i.e. assistance to produce a business plan based on assessment of trading intentions & prospects
D LEVEL 3 ASSISTANCE - assumes allocation directly or as part of a short list to new-build premises developed within the E&C regeneration scheme. Assumes developer acting under a planning or contractual obligation to make premises available to nominated local businesses
E LEVEL 4 ASSISTANCE - marginal business support. Financial assistance subject to ceiling and repayment terms. Cash limited. Transitional Support subject to trading conditions. Qualification & assessment of assistance levels to be considered. Will be based on detailed disclosure of information
RENT
LOCATION
LEASE TERMS
SIZE
CAPITAL COSTS
Is rent level affordable?
Can Goodwill be retained?
Inside / Outside L&T Act 1954?
Size of Existing Unit?
Repairs to new property?
Is there a rent free period?
Will strength of new location off-set this?
What repairing obligations?
Scope for expansion?
Fit out costs?
Is a stepped rent desirable / achievable?
Any special/ particular considerations?
Service Charge levels?
Will the nature of the business change?
Can the foregoing be internally financed by the business?
How does rent relate to existing - i.e. including service charge?
Length of Lease - including break clauses?
Is a bank loan required and/or available?
Is a turnover rent available (subject to a minimum level)?
Are any business grants available?