

Appendix 2.

Proposed draft lease heads of terms

SUBJECT TO CONTRACT

THIS DOCUMENT IS NOT A TENANCY AGREEMENT OR LEASE OR A LICENCE TO ENTER

PARTICULARS OF PROPOSED LETTING

1. LANDLORD: London Borough of Haringey, Civic Centre, Wood Green, London, N22 4LE.
2. TENANT: Trustees of the (-) Trustee changes need to be advised to the Council in writing by the organisation not less than one calendar month after such changes have taken place and notified on the lease.
3. PREMISES All that land and premises known as Community Centre.(as shown on the attached plan)
4. TERM: Unless subject to a separate report to Executive Board will not exceed 5 years -- Years from the date of completion. The surrender of the Existing (Lease/Tenancy) will take place on the completion of the new lease.
5. SUB-LETTING AND ASSIGNMENT AND The Tenant will not be allowed to assign, share occupation or sub-let the whole or part to any third party, save that the whole or any part of the Community Centre may be hired out on a daily basis for bona fide community activities so that no relationship of Landlord and Tenant is created between Tenant and occupier and such occupier complies with the use as set out in item 13 subsequently.

The tenant shall obtain approval from the Council for all sub-lettings and keep a schedule with full details of all such sub-lettings and provide the Landlord annually with an updated schedule for approval.

The landlord reserve the right to demand the immediate discontinuance of any activity or proposed activity which it does not approve, providing that such right is reasonably exercised.
6. RENT: £..... per annum exclusive of rates and other outgoings payable quarterly in advance by standing order/direct debit. (prior arrangements can be made for monthly payments by direct debit)
7. DEPOSIT: £.....
8. RENT REVIEWS: The rent to be at a open market rent.
9. INSURANCE: The Landlord to insure the building. The tenant to repay the premiums to the Landlord as insurance rent and to insure the fixtures and fittings and plate glass at their own expense.
10. REPAIRS: The Lessee to be responsible for all internal repair and maintenance, gas, electricity, water, telecommunication and other services and decorations. Council to retain responsibility for all structural and external repairs and maintenance to protect the asset with a service charge for this . For clarity this to be limited to floors, roof, foundations, and external walls.
11. SERVICE CHARGE: If applicable

12. OTHER OUTGOINGS
- The Tenant to be responsible for the payment of all other outgoing that may be payable from time to time such as, but not exclusive to, rates, electricity, gas, water, etc.
13. USE
- The premises are only to be used as a community centre to provide facilities for social, educational, leisure and welfare activities for the benefit of the local community, always in accordance with:
- 1 The tenants Memorandum and Articles of Association. (or Constitution) or the aims and objectives of the charity
 - 2 The aims and objects of the tenant as registered Charity number (if applicable) The Landlord's Equal Opportunities Statement.
 - 3 To occupy the Community Centre and keep it open for the Permitted Use (hours of operation to be inserted) and not to use the Community Centre outside these hours.
 - 4 Except one hour preparation time before opening and half an hour clearing up time after closing.
 - 5 Not to do in the Community Centre anything that may be a nuisance or annoyance or cause damage or inconvenience to the Landlord its tenants or any adjoining owner occupier or to the general public.
- Under no circumstances will it be permitted for the prime function to become that of just letting out the whole or part of the accommodation if this occurs it will be considered a fundamental breach of the terms and conditions of the lease.
14. OPTION TO BREAK:
- The tenant will have an option to break, for any reason, at any time after the first year by giving 3 months notice to terminate provided they have complied with all the terms and conditions of this agreement especially as to repairs and maintenance of the building.
- The landlord can determine the lease by not less than three months notice to quit in the following circumstances:-
1. If the tenant deviates from or fails to implement the provisions of the Tenant's Articles of Association.
 2. If there is a material change to community demand for the services and the premises are substantially under utilised to the extent that the premises are only open to the community base that they serve at less than 75% of the permitted/agreed opening hours.
 3. If the tenant shall make any material change or alteration or amendment to the Tenant's Articles of Association which inhibits the Tenant carrying out its primary objects unless this has been approved by the Landlord.
 4. If the Tenant fails to comply with any notice/s served by the Council under the Tenants' repairing and maintenance obligations.
 5. If there should be any financial or administrative mismanagement of the Community Centre.
 6. If the Council require the site for redevelopment then notice must be not less than 12 months.

15. OTHER TERMS: The Lease to be in the standard form, where appropriate, as produced by the Landlord's Solicitor, which includes the Council's Conditions of Employee Protection.
16. LEGAL COSTS: The tenant to pay the Landlord's legal costs in the transaction and surrender of the existing lease whether or not the matter proceeds to completion. An initial payment on account of £400 is required by return.
17. REFERENCES: References will be required for new Trustees.
18. STATUTORY REQUIREMENTS The tenant will comply with all Statutory Requirements and obtain full insurance cover for the use of the premises so as to indemnify the Council against any claims that may arise from the Tenants' use and occupation of the premises for at least £2 Million.
19. COURT EXCLUSION The lease will be excluded from the security of tenure provisions of Part 11 of the Landlord and Tenant Act 1954
20. COMMITTEE APPROVAL: The grant of the lease is subject to the approval of the appropriate committee to the Council.
21. ACCOUNTS A copy of the audited accounts of the organisation to be provided annually.