

4rAppendix 1

AQAgreed Heads of Terms

A	LANDLORD:	The Mayor & Burgesses Of The London Borough Of Barnet
B	TENANT:	Homeless Action in Barnet 36B Woodhouse Road London N12 0RG Charity Number 1155559
C	TERM	A term of 25 years from on commencement of the lease.
D	DEMISE	Comprising part of the ground and part of the first floor of 36B Woodhouse Road, London N12 0RG, as indicated on the lease plan.
E	RENT	Peppercorn (Nil)
F	RENT REVIEW:	None.
G	RENT DEPOSIT	Nil
H	BREAK OPTION	There will be a mutual break option on the 8 th and 12 th anniversary of the lease, upon 6 months' written notice. Tenant break option to be conditional on payment of advance service charge (if any) demanded at least 28 days prior to the break date and delivery of the premises free of occupation.
I	SECURITY OF TENURE:	Contracted inside the Security of Tenure provisions contained in the Landlord and Tenant Act 1954 part II
J	OUTGOINGS:	All outgoings will be the responsibility of the Tenant.
K	REPAIRS:	The Tenant will keep the interior of the premises in good and substantial repair and condition.
L	USE:	The Demise is to be used as offices and meeting spaces for charities and other organisations in support of homeless people only. The Tenant is responsible to ensure that the relevant planning consent is in place for their intended use.

M	ALIENATION	The Tenant will not be permitted to assign, underlet, charge, part with possession, or otherwise dispose of the premises or any part of the demise unless the transfer is to another charity or organization supporting homeless people in which case the landlord's consent will be required.
N	ALTERATIONS:	Absolute bar on structural alterations. Internal non-structural alterations will be permitted without the landlord's consent so long as any alteration undertaken will be reinstated at the end or sooner determination of the lease, unless the landlord agrees otherwise.
O	INSURANCE:	Landlord to insure the building and tenant to reimburse.
P	INDEMNITY:	The Tenant will indemnify the Landlord and keep the Landlord indemnified against all losses, claims, demands, actions, proceedings, damages, costs or expenses or other liabilities arising in any way from the grant of the lease and the use of the premises by the Tenant.
Q	LEGAL FEES	Each party to bear own costs in this matter.
R	ADDITIONAL CLAUSES	<p>As the Landlord's standard form of lease.</p> <p>Right to park vehicles in the car park, noting that at all time, 3 spaces have to be made available to the occupiers of the West Wing currently occupied by Rephael House.</p> <p>The tenant will use reasonable endeavours to acknowledge the Council's support in providing the property to the tenant at nil rent. In particular, the tenant will install a sign inside the entrance of the demised premises, clearly visible to visiting members of the public stating that the property is provided rent free from the London Borough of Barnet, or other similar reasonable wording to be agreed. The Tenant will also use reasonable endeavours to acknowledge the support of the London Borough of Barnet in all publicity material and annual reports.</p>
S	SERVICE CHARGE	<p>The lease will state that the Landlord will be obliged to repair and maintain the exterior of the building and the external common areas.</p> <p>However, so long as the Tenant is in occupation of the demise, this duty will pass to the tenant insofar as it relates to the exterior of the Tenant's demised premises only. By way of confirmation, the Landlord will retain responsibility for the exterior repair and maintenance of the adjoining premises forming part of the same building known as West Wing, 36b Woodhouse Road currently occupied by Rephael House.</p> <p>While the Tenant is undertaking the Landlord's obligation to repair and maintain the external common areas and the part of the exterior of the office building occupied by the tenant, no Service Charge will be due from the tenant.</p> <p>If at any time during the Lease the expenditure incurred by the Tenant in undertaking the landlord's common area and exterior maintenance described above exceeds £5,000 pa (subject to annual indexation to CPI on each anniversary of the Lease), then the Tenant may serve notice on</p>

		<p>the Landlord ending the Tenant's obligation to carry out the repair and maintenance of the exterior and common areas of the building. 28 days after receipt of said notice, the management of the common areas and exterior of the Tenant's premises will be transferred to the Landlord and the Landlord may thereafter invoice the tenant Service Charge in respect of its costs in carrying out the said common area and exterior maintenance in accordance with the Service Charge provisions contained in the Lease.</p> <p>The tenant's contribution to the Service Charge will at no time exceed £5,000 per annum (subject to annual indexation to CPI on each anniversary of the Lease) and for the avoidance of doubt, any expenditure incurred by the Landlord in carrying out its maintenance and repair obligations that exceeds the Tenant's annual Service Charge Cap, will not be rolled forward to future years' service charge.</p> <p>The Service Charge is to be paid quarterly in advance on the usual quarter days (this follows the payments under the lease under the adjacent premises).</p>
T	FORFEITURE	<p>The Tenant will covenant not to do anything which causes or is likely to cause the Council's reputation to be brought into material disrepute. The parties will agree to act in good faith towards each other in relation to this agreement.</p>
U	LANDLORD WORKS	<p>The landlord will repair, replace where necessary and repaint the timber window frames, doors and frames, facia and soffit boards to the exterior of the Tenant's premises. Landlord will also repair perimeter fencing. Once these works are completed the ongoing maintenance will be the tenant's responsibility as part of the service charge.</p>
V	LANDLORD'S AGENT	<p>Barnet Estates c/o London Borough of Barnet 2 Bristol Avenue, London, NW9 4EW Contact: Howard Roddis Telephone: 07729 075178 e-mail: howard.roddis@barnet.gov.uk</p>
W	LANDLORD'S SOLICITOR	<p>HB Public Law C/O Harrow Council PO Box 2 Civic Centre, Station Road, Harrow, HA1 2UH. Contact: TBC Telephone: 020 8424 1889 DX 30450 HARROW 3</p>
X	TENANT'S AGENT	
Y	TENANT'S SOLICITOR	<p>Tenant to represent themselves in this matter.</p>

