

Official

TOOTING TRIANGLE SITE

HEADS OF TERMS FOR AN AGREEMENT FOR LEASE

Subject to Contract & Council approval
Without Prejudice

DRAFT 1.7(a) – REDACTED VERSION

Preamble	The parties to enter into an Agreement for Lease with the lease being granted after planning permission and Ministerial consent for the proposed works are obtained. Long stop date to determine the Agreement for Lease = XXX
Related papers	Refer to Paper No 16-451 to the Community Services OSC 21 st November 2016 and the Executive on 28 th November 2016 and Paper No. 18-432 to Finance and Corporate Resources OSC on 22 November 2018 and the Executive on 26 th November 2018.
Conditionality	Lease to be granted on prospective Tenant obtaining: - (i) full planning permission, and; (ii) Secretary of State consent for enhancement proposals.
Building	Former Youth Club and Former Faylands ICC children's nursery premises (including the Redgra sports facility) 366 Cavendish Road Tooting Bec Common Balham London SW12 0PP
Demised Premises	Area edged red on plan [to be provided]
Landlord	Wandsworth Borough Council Wandsworth High Street London SW18 2PU F.A.O. Peter Tiernan Tel: 020 8871 8977 Email: peter.tiernan@richmondandwandsworth.gov.uk Client Department: Environment and Community Services [Attn: Ms Jo Shearer]
Landlord's Solicitor	South London Legal Partnership (SLLP) Gifford House 67c St Helier Avenue Morden SM4 6HY DX 161030 Morden 3 F.A.O. Dermot Rayner

Commented [TP1]:
Enable L&C to advise

	Senior Property Solicitor Direct dial: 020 8545 3148 Email: dermot.rayner@merton.gov.uk
Tenant	[PERSONAL DETAILS REDACTED] F.A.O. Tel: Email:
Tenant's Legal representative	[PERSONAL DETAILS REDACTED]
Lease Commencement	On completion of the lease.
Term	25 years
Stepped rent and Concession Fee	[COMMERCIALLY SENSITIVE DETAILS REDACTED]
Other Charges and Outgoings	The Tenant will be responsible for paying business rates, water rates and all other utilities costs including telecommunication costs. The Tenant will bear the entire costs for lighting the adjoining Sports Court.
Rent reviews	None.
Break option	The lease can be determined the lease in the event that the Tenant does not in the Landlord's reasonable opinion: - (a) Substantially meet and provide the range and standards of service and provision as set out in the tenant's Method Statements incorporated into the tenant's Service Contract with the Council (b) There is a material or substantial failure on the part of the Tenant to provide the Services specified in the Service Contract Additionally, the lease can be determined the lease in the event that: - (c) Appropriate funding is not secured for the proposed works within a reasonable time; and/or, (d) If the works are not completed by [date].
Use	Sports facilities and ancillary facilities thereto. Toilet facilities (to be available for use by users of the indoor and outdoor sports facilities and the general public). Café facility to be available for use by users of the indoor and outdoor sports facilities and the general public. Other uses as specified in the Service Contract.
Permitted hours	Mondays to Fridays – Between the hours of 07:30hrs and 21:30hrs (floodlights off at 21:00hrs) Saturdays and Sundays – Between the hours of 07:30hrs and 20:30hrs (floodlights off at 20:00hrs) Bank Holidays – Between the hours of 09:30hrs and 20:30hrs (floodlights off at 20:00hrs) Closed on: 1 st January 25 th December and 26 th December each year.

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<p>Tenant repairs</p>	<p>Full repairing lease terms.</p> <p>Tenant to be responsible for statutory testing of services.</p> <p>The Tenant is responsible for all cleaning and for the removal of graffiti and fly-posting. This will include grounds repairs and maintenance of external areas including the Sports Court.</p>
<p>Insurance</p>	<p>The Landlord will be responsible for insuring the building for reinstatement purposes. The cost of the premium will be recharged to the Tenant.</p> <p>The Tenant will retain its own buildings contents insurance policy and insurance cover for plate glass. The Tenant will also arrange public liability insurance with a minimum cover of £10M.</p>
<p>Alienation</p>	<p>(a) The Tenant is prohibited from assigning or subletting parts of or the whole the Demised Premises.</p> <p>(b) The Tenant will be allowed to sublet part of the premises with <i>[Personal details redacted]</i> T/a Balham Amateur Boxing Club subject to the grant of a sublease contracted out of sections 24-28 of the Landlord and Tenant Act 1954 (Part 2).</p> <p>(c) The Tenant is permitted to hiring out the premises on an <i>ad hoc</i> basis in order to generate income to be applied to promote the provision of the indoor and outdoor sports and recreational facilities or similar (as agreed prior by the Council) and also other community uses (as agreed prior by the Council). The Council will have the right to terminate any hiring agreements if complaints are received by the local community.</p>
<p>Alterations</p>	<p>Other than the agreed initial enhancement works as specified in the Schedule of Works, the Tenant is not to make any alterations or additions to the Premises without first obtaining the prior written consent of the landlord.</p> <p>The Tenant to obtain planning permission (if required) and Secretary of State approval for any works to the property and to fully comply with planning law.</p>
<p>Initial enhancement works</p>	<p>Details of Tenant's proposed works (subject to consents) to be inserted here after the application for planning permission has been firmed up)</p> <p>Tenant to provide MEES compliant Energy Performance Certificate (EPC) as part of the suite of works to be carried out to the premises.</p>
<p>Health and Safety including statutory testing</p>	<p>At all times the Tenant is to comply with all Health and Safety requirements and legislation.</p> <p>The Tenant is to ensure that all services are maintained to a sufficient standard to comply with statutory requirements and regulations and that appropriate certificates are available for inspection by Council officers or its representatives</p> <p>The Tenant shall keep the Property equipped with all fire prevention, detection and fighting machinery and equipment and fire alarms which are required under all relevant laws or required by the insurers of the Property or reasonably recommended by them or reasonably required by the Landlord and shall keep that machinery, equipment and alarms properly maintained and available for inspection.</p>

Reservations	Standard rights should apply (rights of light, services etc.)
Step-in rights	The lease will have Landlord's step-in rights in the event that the Tenant ceases to operate or if the lease is determined for whatever reason.
Other terms	<p>i) The lease shall be determined automatically upon the breach of any covenant in the lease, or if the Tenant becomes bankrupt or goes into liquidation or if, for whatever reason, the Tenant is dissolved.</p> <p>ii) The Lessee to be responsible for making its own arrangements for collection of refuse from the property.</p>
Security of tenure	The lease is to be contracted out of the security of tenure provisions of the Landlord and Tenant Act 1954 (Part II).
Authority	Authority derived from Paper No. 16-451 and Paper No. 18-432 and The Ministry of Housing and Local Government Provisional Order Confirmation (Greater London Parks and Open Spaces) Act 1967 (also referred to as the "1967 Long Act")
Costs	Each party to bear their own costs for dealing with this agreement for lease and the lease.
Lease plan	Attached plan ref: [To be provided]
Other	Other terms and conditions as determined by the Assistant Director (Property Services) in consultation with the South London Legal Partnership (SLLP) and the Director of Environment and Community Services.