



Draft Heads of Terms (Subject to change)

61-63 Elgin Avenue, London W12 9NW

Subject to Contract

Section 1 – The Parties

- 1. Landlord**

The Lord Mayor and the Citizens of the City of Westminster
64 Victoria Street
London
SW1E 6QP
- 2. Landlord’s Agent**

N/a
- 3. Landlord’s Solicitor**

Westminster City Council
16th Floor
Bi-borough Legal Services
City Hall
64 Victoria Street
London
SW1E 6QP
Contact: Tbc
Tel: Tbc
Email: Tbc
- 4. Tenant**

Tbc
- 5. Tenant’s Solicitor**

Tbc

Section 2 – Transactional Details

- 6. Demise**

“the demised premises” shall mean ALL THOSE premises forming part of the basement premises of the building fronting Elgin Avenue and Grittleton Road Paddington in the City of Westminster for the purposes of identification delineated on the plan and thereon edged green.
- 7. Car Parking**

N/a
- 8. Lease Term**

5 years
The lease shall be contracted outside of the Landlord and Tenant act 1954 (part II)

9. Lease Break	Landlord and tenant break clause operable at year 3 with 6 months' prior written notice.
10. Rent	£50k per annum commencing on year 3 of the term. Year 1 and year 2 the rent will be fully covered by a rent grant from the Council, separate to the operator grant. This may be subject to change following a review at year 2.
11. Deposit	N/A
12. Service Charge	Council will contribute 100% of any payment due in first 2 years 12.5% per annum of cost of repairs. 12.5% of cost of painting of the building in every 4 th year
13. Insurance	Landlord to provide buildings insurance which shall be recharged annually - The operator is responsible for meeting the cost of building insurance, plus any additional insurance costs (e.g. contents)
14. VAT	No VAT
15. Business Rates	The tenant will be responsible for the payment of business rates from the date of lease completion. The accommodation is currently assessed as follows: Current Rateable Value as shown on the Valuation Office website is £19500 (1 April 2023 to present). Business rates are due on the property; however applicants may be eligible to apply for up to 100% relief.
16. Use	As a Community Hub to include the following activities: 'Primarily as a community facility addressing health and well-being, including a social/safe space for community gatherings or a one-stop-shop for support services and mentoring.
17. Licence for Alterations	Structural alterations are prohibited. Internal non-structural alterations will be permitted subject to Landlord's prior consent, such consent not to be unreasonably withheld or delayed.
18. Signage	Subject to prior Landlord approval. Tenant to ensure all signage is in line with Planning restrictions
19. Timescale	ASAP
20. EPC	Energy rating D

21. Utilities

Tenant is responsible for payment of all gas, electricity and water consumed on the premises together with all connection and standing charges.

22. Legal & Other Costs

Each party is to pay its own costs in connection with the transaction.

23. Conditions

These terms are subject to:

- Contract;
- Granting of a WCC grant agreement by the Communities team

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