

## Appendix 1

### Heads of Terms

#### Pagnell Street Hostel, 2 Exeter Way London SE14 6LL SUBJECT TO CONTRACT AND WITHOUT PREJUDICE

1. TENANT: St Mungo Community Housing Association
2. TENANT'S SOLICITORS: TBA
3. LANDLORD: London Borough of Lewisham  
Laurence House, 1 Catford Road, London, SE6 4RU
4. LANDLORD'S SOLICITOR: In house legal team
5. TRANSACTION : A surrender of the existing lease and simultaneous regrant of a new lease
6. DEMISE: The premises and land known as Pagnell Street Hostel, 2 Exeter Way London SE14 6LL as shown hatched and edged red on the attached Plan
7. USE: The permitted use will be a hostel, which is Sui Generis under the current Use Classes Order.
8. RENT: £180,000 per annum exclusive. Payable quarterly in advance by direct debit. Rents are exclusive of all outgoings.
9. REPAIR & INSURANCE: A Full Repairing and Insuring Lease. The tenant is to maintain the entire demise including the boundary fences, walls and playing surface. The tenant is responsible for contents insurance, third party and public liability insurance.
10. RUBBISH COLLECTION: The tenant is responsible for all rubbish/waste to be removed.
11. UTILITIES: The tenant is responsible for all utilities.
12. LEASE: Surrender and re-grant of a new lease outside the 1954 Act for a term of 30 years
13. RENT REVIEW 5 Yearly to market value or RPI at the Landlord's sole discretion
14. DEPOSIT: TBC by way of a Rent Deposit Deed
15. ALTERATIONS: Structural Alterations are not permitted. Non-structural alterations are permitted with the Landlord's consent. Alterations are subject to a License for Alterations. All works must be done in accordance with building regulations and planning consent.
16. RATES The tenant is responsible for all business rates
17. ALIENATION: Subletting of the whole or part and assignment of part is prohibited. Assignment of the whole is permitted with Landlord's consent.
17. INDEMNITY: The Tenant shall keep the Landlord indemnified against all liabilities, expenses, costs (including but not limited to any solicitors' or other professionals' costs and expenses), claims, damages and losses (including

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but not limited to any diminution in the value of the Landlord's interest in the Property and loss of amenity of the Property) suffered or incurred by the Landlord arising out of or in connection with any breach of any tenant covenants in the lease, or any act or omission of the Tenant, any under tenant or licensee or their respective workers, contractors or agents or any other person on the Property with the actual or implied authority of any of them.

18. INFORMATION:

GDPR - It is agreed that personal information of Tenant may be provided to each other, to utility suppliers, the local authority, authorised contractors, any credit agencies, reference agencies, legal advisers, debt collectors, or any other interested third part

19. LEGAL COSTS:

Each party responsible for their own legal fees.

20. CONDITION:

Subject to formal Council approval.

21. TIMING:

The terms are offered for acceptance for 2 weeks.

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**To: Asset Management**

**Lewisham Council**

**Property:**

I have received a letter dated ..... of which this is a true copy and agree to take a lease on the terms and conditions contained therein, subject to contract.

Full Tenant Name/ .....

Signed: .....

Date: .....

Registered Office Address/

Full Postal Address .....