

Date:

Heads of Terms for the lease (Between the Council as Landlord and the Housing Provider as Tenant)

Property address:

Landlord: The London Borough of Havering

Tenant: Service provider tbc

Rent: Refer to Appendix 1 for the rents specific to the property

Lease Length:

1. Head lease (where the Council is the freeholder) – the lease will commence from the date of completion to 30 November 2032

Note all the leases will be coterminous with the Services Contract which expires 30 November 2032

Break Clause: Mid-year break exercisable by the Council provided that 6 months notice in writing is given.

Service contract is terminated 6 months notice in writing by either party at any time during contract

1954 Act Protection: Yes / Contracted out

Rent Reviews: please confirm if there is a rent review and when? Yr3 – 3%

Yr 6 – 3%

Yr 9 – 3%

Rent payable monthly in arrears

Assign / sub-let: No subletting allowed – all properties to be let following nomination by Council

Service charges: none – Service provider to only have to pay the corresponding lease rental charge

Date:

Repairing obligations : Council responsible for all repairs.

Service provider will only be responsible for paying for damage – details of repairs liability now specified in detail in specification – see clause 5.6 of repairs that need to be reported to us for landlord action.

*We will be responsible for compliance checks eg gas, EICR, legionnaires, asbestos and recharge landlord. Landlord can negotiate exemption if they are a professional landlord and can show ownership of 5+ properties*

Voids	Tenant responsible for first £500 only. No rent charged on rooms once void for more than 14 days if no nomination made.
Decoration:	Council responsible
Service provider	will undertake and pay for repairs caused by malicious damage
Alterations:	Not without permission.
Insurance:	Council insures
Rates and Utilities:	Service provider responsible
Permitted use:	Temporary housing accommodation under its powers and duties under the Housing Act 1996 (as may be amended from time to time) or any other relevant legislation
Special conditions:	Furniture replacement responsibility of Service Provider. See clause 8.8 of specification.
Parking:	TBC
Landlord's solicitor:	
Tenant's Solicitor:	