

Draft Proposal

Subject to Contract

1.	Premises	Transitional Learning Centre (TLC), 77 Bexley Road, Eltham, London SE9 2PE edged in red on the attached lease plan
2.	Landlord	Royal Borough of Greenwich The Woolwich Centre 35 Wellington Street London SE18 6HQ
3.	Tenant	Provider TBC C/o TBC – +44 (0)
4.	Tenure	A new 25 year Full Repairing and Insuring Lease (FRI)
5.	Rent	A Peppercorn (if demanded)
6.	Tenant Works	TBC
7.	Break Clauses	Rolling break option on terms to mirror the notice period indicated in the termination provisions within the Service Provider Contract
8.	Rights of Renewal	The lease will be inside the Security of Tenure Provisions of the Landlord and Tenant Act 1954.
9.	Additional Rights	None
10.	Rent Reviews	In the event the Tenant no longer is within a Service Provider Contract, in the first 5 years of the Term, the rent shall revert to the Open Market Value (OMV) (to be confirmed by external valuer within the 6 month period and noted in the Lease. After the first 5 years of the term, the new OMV Rent shall be agreed between the parties and if no agreement made, determined by an Independent Expert
11.	Alienation	Permission to assign by Landlord, with prior written approval only.
12.	Subletting	Not permitted

13.	Memorandum of Understanding (MOU)	Not anticipated
14.	Services and Service Charge	Not anticipated
15.	Repairing Obligations	Tenant to keep the Premises maintained in good and substantial repair and condition. Not subject to a Schedule of Condition due to newly constructed condition
16.	Alterations	Structural alterations not permitted. Non-structural internal – to be permitted with prior written landlord consent.
17.	Permitted Use	Provision of Transitional Learning Centre
18.	Insurance	The Landlord will provide buildings insurance cover and the tenant shall reimburse the cost. Acceptable market rates conditions to apply.
19.	Statutory Requirements	The Tenant will be responsible for complying with all statutory and regulatory requirements. In the event of persistent and significant breach of statutory compliance obligations, the Council shall be entitled to terminate the lease and take possession of the building. The Tenant will ensure that the property will be maintained, statutorily inspected and tested in accordance with legislation.
20.	Rates and Utilities	The Tenant will be responsible for all rates, utilities and other outgoings.
21.	Legal Costs	Each party to meet its own legal costs
22.	Other Conditions	None
23.	Landlord's Solicitors	Law & Governance Chief Executive's Department Greenwich Council Town Hall Wellington Street London SE18 6PW
24.	Tenant's Solicitors	TBC
25.	No Contract	These Proposals are Subject to Contract and Council authority process.

Signed

Dated: