

HEADS OF TERMS

Relating to: Lease of Primary School at Kings Cross Central, London

TERMS IN RESPECT OF THE LEASE RE PRIMARY SCHOOL	
Lessor:	[]
Lessee:	Camden Council.
Premises:	Primary School.

TERMS IN RESPECT OF THE LEASE.	
Lease commencement:	Date of Practical Completion.
Term:	A term of 99 years from the date of commencement with a tenant's break on six months notice after 20 years and every 5 years thereafter if there is no continuing planning need for the Facility.
Ground Rent from lease commencement date:	The ground rent payable from lease commencement shall be a peppercorn per annum.
Use:	The property to be used for a two form entry Primary School.
Alienation:	The Lessee may not charge assign or sub-let the whole or any part or parts of the premises other than an assignment of the whole or a sublease of the whole or any part of the Premises to successors of the Lessee's statutory functions (including parties contracted to provide property services that enable such statutory functions to be carried out within the premises) or to other users delivering primary school education free of charge to the public, with the Lessor's consent, such consent not to be unreasonably withheld or delayed.
Repair:	The Lessee is to be responsible for undertaking all internal repairs and decoration, and, if reasonably required by the Lessor to reinstate at the end of term to a reasonable standard taking account of normal wear and tear.
Insurance:	The Lessor to insure the premises for its full reinstatement value including demolition, fees and local authority charges and terrorism cover (if reasonably obtainable).
Alterations:	The lease to allow non structural (but not structural) alterations subject to the Lessor's consent (such consent not to be unreasonably withheld or delayed).
Partitioning:	The Lessee may undertake alteration of internal de-mountable partitioning or the replacement of services on giving the Lessor reasonable notice.
Interest on Late Payment:	Interest shall be payable in the event that the Lessee fails to make any payment on the due date at 4% above the base rate from time to time of the Lessor's Bank.
Mutual Co-operation	The Lessee will not unreasonably oppose, hinder, delay or make any objection to the Lessor's adjoining development (provided that this obligation shall not fetter the statutory rights, powers or duties of the Lessee in its role as Planning Authority) and in particular that the Lessee will not in any event oppose, hinder delay or make objection to the Lessor's development works authorised or anticipated by the Planning Permission.
Building Service Charge	The Lessee will pay a fair and reasonable proportion of the cost of the provision by the Lessor of the building services to the building within which the Premises are located (including reasonable and proper promotional costs) and a reasonable and proper proportion of any insurance costs. The Building Service Charge will exclude the cost of repairing inherent defects

	and costs of construction.
Estate Services	The Lessor will provide estate services.
Building Services	The Lessor will provide building services.
Rights granted	The Lessee will have the right to use access roads and necessary conducting media.
Rights Reserved	The Lessor will have the right in respect of both the Building of which the Premises forms part and the adjoining parts of the overall development (1) to use and construct conducting media (2) of entry to maintain neighbouring property and to carry out its development (3) to oversail (4) all rights of light and air.
Forfeiture	The Lessor will have the right to forfeit in the event that the Lessee fails to continue to provide the facility for a period of 24 months or more. And for breach of covenant where the Lessee has been given at least three months notice to remedy and has failed to do so.
VAT	The Lessor will waive its exemption and elect to tax. Insofar as the Lessee is unable to recover the same, the Lessor will indemnify the Lessee in respect of VAT on rent.
Other Terms	The lease will be in a form institutionally acceptable to both a Lessor and to a reasonable, well advised, major occupational Lessee with provisions which would be appropriate for a letting in the nature of the Premises on a high class mixed use estate.
Fitting Out	The Lessee to fit out the Premises within 18 months following completion of the Lease, in accordance with paragraphs 11 and 12 of Part J of the S106 Agreement.
Costs	Each party shall bear their own costs and disbursements incurred in respect of the completion of the lease.
SDLT	The Lessor will indemnify the Lessee in respect of any SDLT payable on the grant of the Lease.

HEADS OF TERMS

Relating to: Lease of Sure Start/Childrens' Centre at Kings Cross Central, London

TERMS IN RESPECT OF THE LEASE RE SURE START/CHILDRENS CENTRE	
Lessor:	[]
Lessee:	Camden Council.
Premises:	Sure Start/Childrens' Centre.

TERMS IN RESPECT OF THE LEASE.	
Lease commencement:	Date of Practical Completion.
Term:	A term of 99 years from the date of commencement with a tenant's break on six months notice after 20 years and every 5 years thereafter if there is no continuing planning need for the Facility.
Ground Rent from lease commencement date:	The ground rent payable from lease commencement shall be a peppercorn per annum.
Use:	The property to be used for a sure start/childrens' centre.
Alienation:	The Lessee may not charge assign or sub-let the whole or any part or parts of the premises other than an assignment of the whole or a sublease of the whole or any part of the Premises to successors of the Lessee's statutory functions (including parties contracted to provide property services that enable such statutory functions to be carried out within the premises) or to other users delivering childrens' centre facilities including nursery facilities to the public with the Lessor's consent, such consent not to be unreasonably withheld or delayed.
Repair:	The Lessee is to be responsible for undertaking all internal repairs and decoration, and, if reasonably required by the Lessor to reinstate at the end of term to a reasonable standard taking account of normal wear and tear.
Insurance:	The Lessor to insure the premises for its full reinstatement value including demolition, fees and local authority charges and terrorism cover (if reasonably obtainable).
Alterations:	The lease to allow non structural (but not structural) alterations subject to the Lessor's consent (such consent not to be unreasonably withheld or delayed).
Partitioning:	The Lessee may undertake alteration of internal de-mountable partitioning or the replacement of services on giving the Lessor reasonable notice.
Interest on Late Payment:	Interest shall be payable in the event that the Lessee fails to make any payment on the due date at 4% above the base rate from time to time of the Lessor's Bank.
Mutual Co-operation	The Lessee will not unreasonably oppose, hinder, delay or make any objection to the Lessor's adjoining development (provided that this obligation shall not fetter the statutory rights, powers or duties of the Lessee in its role as Planning Authority) and in particular that the Lessee will not in any event oppose, hinder delay or make objection to any of the Lessor's development works authorised or anticipated by the Planning Permission.
Building Service Charge	The Lessee will pay a fair and reasonable proportion of the cost of the provision by the Lessor of the building services to the building within which the Premises are located (including reasonable and proper promotional costs) and a reasonable and proper proportion of any insurance costs. The Building Service Charge will exclude the cost of repairing inherent defects

	and costs of construction.
Estate Services	The Lessor will provide estate services.
Building Services	The Lessor will provide building services
Rights granted	The Lessee will have the right to use access roads and necessary conducting media.
Rights Reserved	The Lessor will have the right in respect of both the Building of which the Premises forms part and the adjoining parts of the overall development (1) to use and construct conducting media (2) of entry to maintain neighbouring property and to carry out its development (3) to oversail (4) all rights of light and air.
Forfeiture	The Lessor will have the right to forfeit in the event that the Lessee fails to continue to provide the facility for a period of 24 months or more. And for breach of covenant where the Lessee has been given at least three months notice to remedy and has failed to do so.
VAT	The Lessor will waive its exemption and elect to tax. Insofar as the Lessee is unable to recover the same, the Lessor will indemnify the Lessee in respect of VAT on rent.
Other Terms	The lease will be in a form institutionally acceptable to both a Lessor and to a reasonable, well advised, major occupational Lessee with provisions which would be appropriate for a letting in the nature of the Premises on a high class mixed use estate.
Fitting out	The Lessee to fit out the Premises within 18 months following completion of the Lease, in accordance with paragraphs 11 and 12 of Part J of the S106 Agreement.
Costs	Each party shall bear their own costs and disbursements incurred in respect of the completion of the lease.
SDLT	The Lessor will indemnify the Lessee in respect of any SDLT payable on the grant of the Lease.

HEADS OF TERMS

Relating to: Lease of Community Meeting Facility at Kings Cross Central, London

TERMS IN RESPECT OF THE LEASE RE COMMUNITY MEETING FACILITY	
Lessor:	[]
Lessee:	Camden Council.
Premises:	Community Meeting Facility.

TERMS IN RESPECT OF THE LEASE.	
Lease commencement:	Date of Practical Completion.
Term:	A term of 99 years from the date of commencement with a tenant's break on six months notice after 10 years and every 5 years thereafter if there is no continuing planning need for the Facility.
Ground Rent from lease commencement date:	The ground rent payable from lease commencement shall be a peppercorn per annum.
Use:	The property to be used as a Community Meeting Facility.
Alienation:	The Lessee may not charge assign or sub-let the whole or any part or parts of the premises other than an assignment of the whole or a sublease of the whole or any part of the Premises to successors of the Lessee's statutory functions (including parties contracted to provide property services that enable such statutory functions to be carried out within the premises) or to other users providing meeting facilities free of charge to the public, with the Lessor's consent, such consent not to be unreasonably withheld or delayed.
Repair:	The Lessee is to be responsible for undertaking all internal repairs and decoration, and, if reasonably required by the Lessor to reinstate at the end of term to a reasonable standard taking account of normal wear and tear.
Insurance:	The Lessor to insure the premises for its full reinstatement value including demolition, fees and local authority charges and terrorism cover (if reasonably obtainable).
Alterations:	The lease to allow non structural (but not structural) alterations subject to the Lessor's consent (such consent not to be unreasonably withheld or delayed).
Partitioning:	The Lessee may undertake alteration of internal de-mountable partitioning or the replacement of services on giving the Lessor reasonable notice.
Interest on Late Payment:	Interest shall be payable in the event that the Lessee fails to make any payment on the due date at 4% above the base rate from time to time of the Lessor's Bank.
Mutual Co-operation	The Lessee will not unreasonably oppose, hinder, delay or make any objection to the Lessor's adjoining development provided that this obligation shall not fetter the statutory rights, powers or duties of the Lessee in its role as Planning Authority and in particular that the Lessee will not in any event oppose, hinder delay or make objection to any of the Lessor's development works authorised or anticipated by the Planning Permission.
Building Service Charge	The Lessee will pay a fair and reasonable proportion of the cost of the provision by the Lessor of the building services to the building within which the Premises are located (including reasonable and proper promotional costs) and a reasonable and proper proportion of any insurance costs. The Building Service Charge will exclude the cost of repairing inherent defects

	and costs of construction.
Estate Services	The Lessor will provide estate services.
Building Services	The Lessor will provide building services.
Rights granted	The Lessee will have the right to use access roads and necessary conducting media.
Rights Reserved	The Lessor will have the right in respect of both the Building of which the Premises forms part and the adjoining parts of the overall development (1) to use and construct conducting media (2) of entry to maintain neighbouring property and to carry out its development (3) to oversail (4) all rights of light and air.
Forfeiture	The Lessor will have the right to forfeit in the event that the Lessee fails to continue to provide the facility for a period of 24 months or more. And for breach of covenant where the Lessee has been given at least three months notice to remedy and has failed to do so.
VAT	The Lessor will waive its exemption and elect to tax. Insofar as the Lessee is unable to recover the same the Lessor will indemnify the Lessee in respect of VAT on rent.
Other Terms	The lease will be in a form institutionally acceptable to both a Lessor and to a reasonable, well advised, major occupational Lessee with provisions which would be appropriate for a letting in the nature of the Premises on a high class mixed use estate.
Costs	Each party shall bear their own costs and disbursements incurred in respect of the completion of the lease.
SDLT	The Lessor will indemnify the Lessee in respect of any SDLT payable on the grant of the Lease.

