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Subject to Contract and Without Prejudice

HEADS OF TERMS for a Lease of the Grimwood Horticultural Area

New lease - to follow Agreement for lease, conditional upon issues set out below:

Name and address of Landlord	<p>THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF RICHMOND UPON THAMES</p> <p>London Borough of Richmond upon Thames (LBRuT), Civic Centre, 44 York Street, London, TW1 3BZ.</p>
Name and address of Tenant	<i>To be confirmed.</i>
Address of Premises to be leased	<p>Parts of The Property known as 53 Grimwood Road, Twickenham, TW1 3BZ comprising:</p> <p>(a) The part of the building shown edged red on Plan 1 and comprising of an office, kitchen, boot & storage Room and separate male & female WC's ;</p> <p>(b) The horticultural land (or cottage garden) shown shaded green on Plan 2 together with the greenhouse, storage sheds and container erected thereon; and</p> <p>(c) The vehicle parking and unloading area shown shaded blue on Plan 2.</p>
Length of term and commencement date	<p>From the date of commencement, to expire on 31 March 2031 and then on a + 5 year rolling basis. If required, the tenant to be allowed into possession prior to commencement under licence, in order to undertake any surveys or adaptation or improvement works required.</p>
Break Clause	<p>The Landlord shall be permitted to terminate the Lease at any time during the term following the first anniversary of the lease commencement date by serving a written Break Notice on the Tenant on not less than twelve months' notice. (This ensures that the tenant has certainty of occupation for the first two years of the term).</p> <p>In the event of the termination of the service contract due to the occurrence of one or more of the circumstances set out within that contract, the Lease shall also immediately determine without notice and the Tenant shall forthwith give up possession to the Landlord and depart the Property with all its belongings but leaving behind all items belonging to the Landlord.</p>

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	The service of a Break Notice or the immediate termination of the Lease shall be without prejudice to the Landlord's rights of action against the Tenant in respect of any pre-existing breaches of the Lease covenants.
Use	The use of the Property for services under a separate contract to be entered into between the Landlord and the Tenant as set out in their method statement accompanying their RFQ
Initial rent and rent commencement date	£18,693 per annum Rent commencement date to be confirmed
Rent reviews:	1 st April 2026 Consumer Price Index review comparing the CPI at February 2026 with the CPI at two months prior to lease commencement.
Yielding up:	At the end or sooner determination of the Term, the tenant shall yield up the Demised Premises to the landlord in the condition required in accordance with the obligations contained in the lease.
Repair/ decoration:	The Tenant shall keep the Demised Land and the boundary fencing to the North and West in good and substantial repair. The Tenant shall keep all drainage or pipes serving the Demised Premises on under or leading from the Demised premises at all times clean free from obstruction and in good repair and condition, and to keep water supply conduits or pipes and electricity supply line serving the Demised Premises in good repair and condition.
Alteration/Improvements:	Subject to attainment of any necessary planning approval, the Tenant shall be permitted to make any erections, alterations, additions or improvements to the Demised Premises, to facilitate its' use as Public Open Space without the previous consent in writing of the landlord. The Tenant will be responsible for all alterations or adaptations required in connection with its use of the property, and their removal if requested at lease expiry.
Insurance provisions	The Tenant shall be responsible for public liability insurance on the Demised Premises.
Security of Tenure:	The lease will be opted out of the security of tenure under sections 24-28 of the Landlord and Tenant Act 1954.
Access:	If required, the Landlord will permit the Tenant to access the site prior to and/or following exchange of contracts for the purposes of undertaking surveys and undertaking any adaptations/improvements that are required.

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Equipment:	The Tenant to provide and maintain all appropriate equipment apparatus and machinery in connection with the Permitted Use including the provision of such safety measures as shall be appropriate to the use of the Demised Land.
Outgoings:	The Tenant shall be responsible for the payment of all rates, taxes, fees and other outgoings (including costs relating to the use of electricity water, sewerage and other utilities) which may be levied on the demised land during the term of the lease.
Alienation and Sub-letting	The Tenant shall not be permitted to assign or underlet the whole; or any part of the Demised Premises, without Landlords written prior consent.
Reserved Rights:	As per any existing rights that may exist.
Costs:	Each party to bear their own reasonable legal and surveyors' costs in documenting the lease/ agreement for lease.
Approvals	Subject to Richmond Borough Council internal committee approvals
Landlords Legal Representative	Amrita Chuhan, South London Legal Partnership 020 8274 5248 Amrita.Chuhan@merton.gov.uk
Tenants Legal Representative	TBC
Service Contract:	As a condition of the grant of a lease, the tenant shall be required to enter into a service contract in a form acceptable to the Landlord to provide such services as set out in their method statement accompanying their RFQ bid and as the Landlord shall require from time to time.
Tenant's Insurance:	The Tenant shall insure and keep insured to full reinstatement value all the building contents and the various horticultural buildings of the Landlord and the plate glass at the Property.
Public Liability Insurance:	The Tenant shall indemnify the Landlord against all public liability costs claims or losses as a consequence of its occupation or use of the Property and shall maintain insurance for public liability to a minimum of £10 million for any one claim.
Landlord's Insurance:	The Landlord shall be responsible for payment of the Buildings Insurance premium for insuring the Property against fire; flood and such other risks as the Landlord shall determine.

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Reimbursement of Insurance Premium:	The Tenant shall be responsible for reimbursing the Landlord as extra rent the amount of the Buildings Insurance premium charged by its insurers.
Interest:	The tenant shall pay interest at 4% above Base Lending Rate (or equivalent) on any payments due to the Landlord that shall be outstanding for more than 14 days from the date due.
Utilities:	The Landlord shall be responsible for providing the supply to the Property of cleaning services, electricity, telecommunications, gas, water, sewage and other utilities and the Tenant shall be responsible for reimbursing a fair proportion of the costs incurred by the Landlord and shall indemnify the Landlord in respect of such charges.
Other Outgoings:	The Tenant shall be responsible for payment of a fair proportion of the Business Rates charged on the Property and shall indemnify the Landlord in respect of such charges.
Prohibited Uses:	<p>The Tenant shall not use or allow the use of the Property otherwise than for the Permitted Use and in particular shall not use or allow the use of the Property or any part of it for:</p> <ul style="list-style-type: none"> • any illegal or immoral purpose; • any sale by auction; • any political meeting; • depositing or keeping any goods items or equipment not related to the Permitted Use without the written consent of the Landlord; • any purpose that shall be contrary to the policies of the London Borough of Richmond upon Thames generally.
Alienation:	The Tenant shall not be permitted to assign, underlet, charge, share occupation, or part with possession of, or otherwise dispose of the Property or any part of it or any interest in it.
Repairing obligations:	<p>The Tenant shall at its sole cost keep the interior of the building at 53 Grimwood Road in good and substantial repair and decoration throughout the course of the term and shall render it up in such condition at the end or sooner determination of the Lease.</p> <p>The Tenant shall at its sole cost be responsible for all repairs and maintenance to the land shown shaded green and blue on Plan 2, together with the greenhouse; storage sheds and container currently erected thereon together with any additional or replacement structures added during the period of the lease.</p> <p>The Landlord shall be responsible for external and structural repairs and maintenance of the building at 53 Grimwood Road together with all parts used in common with the Tenant and other occupiers and the Tenant shall be responsible for</p>

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	reimbursing a fair proportion of the costs incurred by the Landlord and shall indemnify the Landlord in respect of such charges.
Alteration & Improvements:	<p>The Tenant shall not be permitted to make any structural alterations, additions or improvements to the Property edged red on Plan 1 or shaded blue on Plan 2.</p> <p>The Tenant shall not be permitted to make any structural alterations, additions or improvements to the Property shaded green on Plan 2 without the prior written consent of the Landlord which shall not be unreasonably refused.</p>
Yielding up:	On the expiry or earlier determination of the lease, the Tenant shall remove all items belonging to it and yield up the premises in a clean and tidy condition and in a state of repair in accordance with its covenants and in the event that the Landlord has to carry out any works of repair or reinstatement itself, the Tenant shall reimburse the Landlord forthwith the appropriate cost as a debt due from the Tenant.
Rubbish:	The Tenant shall keep the Property in a clean and tidy condition and shall not allow rubbish to accumulate at the Property or on any land belonging to the Landlord.
Nuisances and Obstruction:	The Tenant shall not cause any unreasonable nuisance annoyance or obstruction to the Landlord, other users of the Grimwood Road site or to any owners or occupiers of neighbouring properties.
Tenant's Actions:	The Tenant shall act at all times in a reasonable and responsible manner and in accordance with any reasonable regulations required by the Landlord affecting the Tenant's occupation or use of the Property.
Statutory Requirements:	The Tenant shall comply with all statutory regulations that may affect the Tenant's occupation or use of the Property from time to time.
Cost of Applications etc:	The Tenant shall pay to the Landlord all reasonable costs and expenses, including professional fees, incurred in connection with any applications for consents under the terms of the Lease or for the serving of any notices (except a Break Notice) on the Tenant.
Signs and Advertisements:	The Tenant shall not put nor allow any advertisements or signs at the Property without the prior written consent of the Landlord.
Right of Entry:	The Landlord or its agents shall have the right to enter onto the Property at any reasonable time on giving fourteen days prior written notice (except in case of emergency) for the purpose of ascertaining whether the terms of the lease are

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	being complied with and for any other purposes connected with the Landlord's interest in the Property.
Indemnity:	The Tenant shall indemnify the Landlord against all reasonable costs and expenses, including professional fees, incurred in connection with any breach of covenant by the Tenant.
Rights Granted:	A general right for the Tenant and all persons expressly or by implication authorised by it to pass and repass over the driveway and pathways shown shaded brown on Plan 2 with and without vehicles during normal opening times in connection with the Permitted Use of the Property;
Other Terms:	Such other terms as the Landlord's legal advisor deems appropriate for the proper drafting of the documentation.
Legal Costs:	Both parties to bear their own legal costs.
Conditions:	<p>These heads of terms to be subject to the following conditions.</p> <p>(a) Subject to Contract. (b) Any necessary Council approvals.</p>