

COMMERCIAL LEASE HEADS OF TERMS AND CONDITIONS

SUBJECT TO CONTRACT & WITHOUT PREJUDICE

Please note the heads of terms will be agreed alongside an agreement for lease heads of terms

Date: 22 January 2020

1.	Demised premises:	The land forming part of the Linford Christie Stadium site as outlined in red on the attached draft KDFC lease and works plan comprising the New Grass Football pitch and circulation areas.
2.	Landlord:	The Mayor and Burgesses of the London Borough of Hammersmith & Fulham
3.	Tenant:	Kensington Dragons Football Club (a company limited by guarantee with company number 07720188 and charity registration number 1144887) or such organisation which succeeds it – change of organisation permitted only with the landlord's prior consent.
4.	Guarantor:	None
5.	Lease term:	25 years from completion of the works.
6.	Rent:	One peppercorn
7.	Rent free period:	N/A
8.	Break clause:	The landlord will have the option to break the lease at any time for the purpose of the wider redevelopment of the current stadium (if such redevelopment is to include the subject demise) upon giving the tenant prior written notice of either; (a) a period of no less than six months'; or (b) until the end of the current or upcoming Football season at the time that notice is served (whichever is longer), and subject to the landlord providing either an equivalent pitch elsewhere within Wormwood Scrubs, or repaying the costs of creating the demised premises calculated at 4% of the original cost of the agreed works (minus any amount that the Wormwood Scrubs

		Charitable Trust may contribute – please see clause 9 below), multiplied by the remaining number of years of the lease remaining at the time the landlord’s option is exercised.
9.	WSCT funding:	Unless the Wormwood Scrubs Charitable Trust confirm the provision and amount of funding and outline the method of payment towards the proposed works (to be agreed between the parties), then the provision of such funding as a condition of the licence for works or lease being agreed will remain unconfirmed.
10.	Repairing & maintenance obligations:	The tenant is to keep and maintain the demised premises (including all fixtures and additions thereto) in good repair and condition.
11.	Permitted use:	All use within Class D2 of the Town and Country Planning (Use Classes) Order 1987. The tenant is not to use any part of the demised premises other than for use in connection with activities carried out by Kensington Dragons Football Club.
12.	Wider community use:	<p>The landlord shall have use of the demised premises for school sports provision to hold two 1-day tournaments during July and August each year including at weekends.</p> <p>To hold semi-final and final matches of school competitions organised by the Landlord over two full days at times to be agreed with the Tenant providing always that such use is compatible with and does not deteriorate from the standard required for National League football as set out in the specification (to be provided by the tenant and appended to the lease). Any income for such use to be retained by the landlord.</p>
13.	Rates & outgoing:	The tenant will be responsible for rates and all other outgoing in respect of the demised premises. The outgoing to be directly metered or apportioned on an agreed basis.
14.	Alterations/Additions:	Tenant must not carry out any alteration or addition whatsoever either externally or internally to the premises without the prior consent of the

		landlord having been obtained. The Landlord not to unreasonably withhold consent for future works related to the activities of the tenant providing always that such works comply with all statutory requirements.
15.	Security of tenure (inside/outside 1954 Act Part II):	The terms of the lease will be excluded from the security of tenure provisions of the Landlord & Tenant Act 1954, sections 25-28.
16.	Service charges:	A mechanism to apportion utility costs will be agreed between the parties and included within the Agreed Works Licence once details are finalised.
17.	Insurance:	The landlord will insure the building. However, the tenant is to be responsible for effecting insurance for its own fixtures and fittings and taking out third party and public liability insurance.
18.	Indemnity:	The tenant will indemnify and keep indemnified the landlord against any claim arising out of the tenants' use and occupation of the property.
19.	Alienation:	The tenant may not assign the whole or any part of the demised premises without the landlord's prior consent.
20.	Fees:	Each party is to bear their own costs.
21.	Agreed works:	After the signing of the Agreement to Lease, the Tenant shall agree with the Landlord the start date of the Agreed Works. The Landlord shall not unreasonably delay the start date which in any event shall not be later than 12 months from the signing of the Agreement to Lease. The Landlord is to grant the tenant a one-year licence to carry out works within the area outlined in green on the attached draft KDFC lease and works plan. The specification of works will need to be agreed within a separate agreement for lease to include provision for required consents and long stop dates. The works will be part of the construction contract at the outset to upgrade and provide the new sports pitches indicated on the above-mentioned plan. Terms of the licence to be agreed.

		All works are to be in compliance with any specific instructions issued by the Planning Authority.
22.	Re-Entry:	The landlord reserves the right to re-enter the premises if; any sums due are at any time in arrears and unpaid and; the tenant's failure to observe and perform any of the covenant obligations and regulations in the lease providing always that the Landlord has provided notice of the failure and the Tenant has not remedied the failure with 28 days or such other period that is reasonable in the circumstances.
23.	Statutory requirements:	The tenant will comply (at its own cost) with the requirements of any legislation and any other obligations imposed by law or by any byelaws, orders or regulations applicable to the demised Property.
24.	Consents:	To be confirmed. If any consents are required, these will be at the tenant's cost and no financial costs will be borne by the landlord.
25.	Other:	<p>Permitted operating hours to be confirmed and will be subject to; consultation with the Wormwood Scrubs Charitable Trust; and any necessary consents relating to artificial lighting if required. The Permitted operating Hours to be no less than the normal operating hours of the existing artificial pitches at LCS existing at the time of signing this agreement.</p> <p>The tenant is to provide the landlord with the final specification and itemized costs of the agreed works, along with a business case to confirm that full funding for the proposed scheme is available prior to any property legal agreements being entered into.</p>

Signed for and on behalf of The Mayor and Burgesses of the London Borough of Hammersmith & Fulham

Sign :

Print :

Date :

Signed for and on behalf of Kensington Dragons Football Club

Sign :

Print :

Date :

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