

COMMERCIAL LEASE
DRAFT HEADS OF TERMS AND CONDITIONS
Date: 18 November 2022

1.	Address of property/ demise:	The ground floor, Askew Road Library, 87/91 Askew Road, London W12 9AS. Consisting of a Public Library comprising of 317.4 m ² , and the Citizens Advice Hammersmith and Fulham office (Call Centre) is hatched in red on the attached floor plan comprising a gross internal floor area of approximately 55 m ²
2.	Landlord:	The Mayor and Burgesses of the London Borough of Hammersmith & Fulham.
3.	Tenant:	Hammersmith and Fulham Citizens Advice Bureaux Service.
4.	Guarantor:	None
5.	Lease term:	Term of years from completion expiring 31st March 2028
6.	Rent:	The rent for the Public Library is peppercorn, whilst the rent for Call Centre is £7,250 per annum. Rent is to be reviewed on 1st April 2025 to the greater of; <ul style="list-style-type: none"> (a) The annual rent payable immediately before the relevant review date; (b) 45% of the open market rent, to be determined by a surveyor (independent valuer) acting as an expert and not as an arbitrator.

7.	Rent free period:	There is no rent-free period.
8.	Break clause:	The Landlord or the Tenant may terminate this lease at any time serving on the other party no less than 6 months prior written notice.
9.	Repairing & maintenance obligations:	The Landlord will be responsible for repairs to the boiler and maintenance of windows. The Landlord shall be responsible for cleaning , heating and lighting the whole premises and the tenant shall reimburse for the cost of cleaning, heating and lighting the Call Centre, based on a percentage of the cost calculated on floor area, which is 14.8% of the whole demise.
10.	Permitted use:	Public library and part of the ground floor as Citizens Advice Hammersmith and Fulham office (Call Centre) within Use Class E of the Town & Country Planning (Use Classes) Order 1987.
11.	Rates & outgoings:	The Tenant will be responsible for rates for the whole demise i.e. Public Library and Call Centre and all other outgoings in respect of the Call Centre demised premises.
12.	Alterations/Additions:	Internal non-structural only, not without Landlord's consent, such consent not to be unreasonably withheld.
13.	Security of Tenure (Inside Outside 1954 Act Part II)	The lease will be excluded from the security of tenure provisions of the Landlord & Tenant Act 1954.

14. Sharing of facilities	Staff from the Post Office share WC facilities and the corridor exiting onto Haydon Park Rd.
15. Insurance:	The Landlord will insure the building. The Tenant is to be responsible for effecting insurance for its own fixtures & fittings and taking out third party and public liability insurance.
16. Indemnity:	The Tenant will indemnify and keep indemnified the Landlord against any claim arising out of the Tenants' use and occupation of the property.
17. Alienation:	The Tenant may not assign or sublet the whole or any part of the demised premises.
18. Fees	Each party is to bear their own costs.
19. Re-entry	The Landlord reserves the right to re-enter the premises if any rent and other sum due at any time in arrears and unpaid and particularly the Tenant's failure to observe and perform any of the covenant obligations and regulations in the lease.
20. 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 Property.
21. Other	Permitted operating hours 0800 to 2200 Monday to Saturday. Sundays, Bank Holidays and Public Holidays excluded.

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

Sign :

Print :Bram Kainth.....

Date :30th March 2023.....

Signed for and on behalf of Hammersmith and Fulham Citizens Advice Bureaux
Service

Sign :

Print :

Date :