

**Homes for Haringey**

On behalf of Haringey Council

[LandLord Names]
[LandLord Add1]
[LandLord Add2]
[LandLord Add3]
[LandLord Add4]
[LandLord PostCode]

Contracts and Procurement Team

4th Floor, 48 Station Road
Wood Green, London N22 7TY
t: 020 8489 1000 f: 020 8489 4345
www.haringey.gov.uk

Director of Housing Demand: Denise Gandy

20 April 2018

e: @homesforharingey.org
t: 020 8489

Client ref:
Surveyor:

SUBJECT TO CONTRACT**The Council and** [Click here to enter text.](#)**Proposed Lease of:** [Click here to enter text.](#)

Please find enclosed for your consideration the suggested terms and conditions upon which the Council is prepared to consider the leasing of your property.

It is the council's intention to have a formal Lease prepared and signed by the parties and until this is done it is not intended that the enclosed Heads of Terms or any other pre-contract correspondence and/or request for works to be carried out, is to form or constitute a contract for the purposes of Section 2 Law of Property (Miscellaneous Provisions) Act 1989 or Section 54(2) Law of Property Act 1925.

Your signature to the attached Heads of Terms shall be deemed to be acceptance of the main terms contained therein and also acceptance that no pre-contract oral statement or representation shall be binding on the parties as a term of the agreement unless reduced to writing or embodied in the lease.

If the Heads of Term are acceptable to you, would you please confirm by returning the attached copy to this office, signed by all owners (as shown on the title deeds), together with completed form supplying personal details.

Would you please supply official original up-to-date office copy entries for the property which you have obtained from the Land Registry and which are no more than three months old, or your **cheque for £20.00** made payable to London Borough of Haringey so that we can obtain office copy entries on your behalf.

Yours faithfully,

Denise Gandy
Director of Housing Demand

SUBJECT TO CONTRACT

Property Address: [Click here to enter text.](#)

1. The Landlord agrees to let the property to the Haringey Council (Tenant) for a term of Choose an item.
years
2. Tenant's Obligations

2.1 In consideration for a Lease to be granted the Tenant agrees to pay a rent of:
Rent from to
£ per week being
£ per calendar month and
£ per annum. Rent is payable in equal monthly instalments in arrears.

&

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£ per week being
£ per calendar month and
£ per annum. Rent is payable in equal monthly instalments in arrears

2.2 The Tenant will pay all outgoing in respect of occupation of the property including vacant property community charge, property tax and water rates but excluding any ground rent and service charges payable under the Head Lease if any.

2.3 The Tenant shall take the property subject to the schedule of condition attached to the original lease. The Tenant will keep the internal parts only of the property in a good and tenantable state of repair with certain exceptions more particularly specified in the Lease, including no guarantee from the Tenant as to the condition of all decorative surfaces of the property at the termination of the Lease.

2.4. The Tenant shall not assign, sub-let or share this interest but can part with possession of the property in accordance with User clause of the lease, for the purpose of fulfilling its statutory housing duties in particular using the property as temporary housing accommodation, for residential purposes in connection with the Housing Act 1985 as set out more particularly in the Lease.

2.5 The Tenant shall not make any structural alterations or additions to the property without prior written consent of the Landlord.

2.6. Nothing contained in the lease shall affect the powers of the Tenant as Local Authority, Local Planning Authority, or in any other capacity under or by virtue of any Public or Local Act or Order.

2.7 At the end or sooner determination of the Lease the Tenant will deliver up the property with vacant possession.

2.8 The Tenant shall use best endeavours to ensure the property is used in such a manner as not to cause nuisance, annoyance, damage or inconveniences to the Landlord, tenants or occupiers of adjoining or neighbouring property or to the general public.

2.9.1 The tenant shall undertake an annual Gas Safety Certificate for the property. With the tenant retaining the right to recharge the landlord the reasonable costs of undertaking the certificate.

2.9.2 The Tenant shall have the right to terminate the lease with one month's written notice.

3. LANDLORD'S COVENANTS

The Landlord (so as to bind himself and his successors in title but not so as to be liable after he shall have parted with the title to the Premises) hereby covenants with the Tenant as follow:

- 3.1 The Landlord to be responsible for and bear the cost of insuring the property including the internal fixtures, fittings and contents against the usual perils and also loss of Rent, Architects and Surveyors and other professional fees.
- 3.2 The Landlord will be liable for all maintenance, repairs and replacement to the central heating system, boiler, entry phones and electrical circuits for the duration of the term.
- 3.3 The Landlord shall be responsible for and bear the expense of the repair, maintenance and upkeep of the structure and fabric of the property including the lift (if any) and all common parts, roof, structure, foundation and the exterior and services thereto.
- 3.4 The Landlord will allow the occupier to peaceably hold and enjoy the property during the agreed Term without interruption.
- 3.5 The Landlord confirms that all carpets, net curtains, curtains, furniture and other furnishings and appliances (fridge, plumbing for washing machine, cooker) shall be provided for the Tenant's use for the duration of the lease, with no guarantee from the Tenant as to their condition or replacement at the end of the Lease, whether they are present, or missing from the property.
- 3.6 The Landlord to:-
 - (ii) The landlord shall, on the tenant's behalf, obtain from a Gas Safe Registered, gas company a 3 Star Central Heating System Cover Contract (or its equivalent) and to renew such cover for each year of the term.
 - (i) Provide a current Electricity Safety Certificate (17th edition) from a Government approved electrical contractors Association.(If access proves difficult these tests may be carried out by arrangement via our area office and the cost deducted from your rent)
- 3.7 The Landlord to provide the required number of mains operated smoke detectors (unless provided previously).
- 3.8 The Landlord to provide a fire blanket in the kitchen (unless provided previously).
- 3.9 The Landlord to provide window opening restrictors to all windows above ground floor.
- 3.10 Works on the attached Schedule (if applicable) to be carried out by Landlord to the satisfaction of the Councils Contract Negotiator prior to the commencement of the lease.
- 3.11 It is a condition of the Lease that if the Landlord intends to reside abroad he shall appoint an agent in this country to receive the rent and discharge any statutory or otherwise duties and obligations of Landlord. Where this has not been carried out, the Tenant, as derivative landlord, will deduct any tax due from the Rent.
- 3.12.1 If the Landlord does not wish to renew the lease then six months prior to the expiry of the term the Landlord shall notify the Tenant in writing of those intentions. Where the Tenant has not been so notified, the lease shall continue on a month-to-month basis terminable by the Landlord by three months written notice and by the Tenant by one month's written notice.
- 3.12.2 The landlord could also request early determination subject to the provision outlined on the lease.
- 3.12.2 The Tenant shall notify the Landlord in writing (except in an emergency) as soon as reasonably practicable of any breach of the Landlord's obligations. The written notice from the Tenant shall specify:-
 - (i) the obligations which are the Landlord's responsibility under this Lease.
 - (ii) the works required and a reasonable period for carrying them out;

And if the Landlord fails diligently to carry out the works within the time limit set out in the notice (or in the case of an emergency immediately) the Tenant may at the costs of the Landlord choose to carry out the works.

3.12.3 To immediately replace or repair any mechanical or electrical appliances and apparatus forming part of the Furniture which are defective at any time throughout the Term.

4. IT IS MUTUALLY AGREED AND DECLARED as follows:-

4.1 In the event that the Tenant shall desire to terminate this Lease before the expiry of the Term then notwithstanding anything herein contained the Tenant may terminate this Lease by giving to the Landlord not less than four weeks previous notice of the date of termination of this Lease (to expire at any time) and on such termination this Lease shall thereafter be determined and everything herein contained shall cease and be void but without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim PROVIDED ALWAYS that the Landlord shall compensate the Tenant for any repairs or improvements (other than those for which the Tenant is obligated to do under the covenants hereof) carried out to the Premises.

4.2 Subject to the satisfaction of the Condition set out on the lease the Landlord may at any time during the Term determine the Lease by service of a notice giving three calendar month's notice in writing expiring on any date.

4.3 Landlord's Break Clause

The Landlord may at any time determine the lease by service of a notice giving at least three month's prior notice in writing expiring on any date after expiry of such notice period. The process of gaining vacant possession may take up to 9 months to be achieved. If the units became vacant during the period of the notice, the same will be handed back.

4.4 The parties agree that the condition of the Property at the date of this Lease is as set out in the Schedule of Condition.

4.5 In the event of a dispute arising from a breach of the clauses in this lease the same shall be determined by arbitration as more specifically set out in the Lease

4.6 Each party will be responsible for its own legal costs and expenses in connection with the preparation and termination of the lease (including any surveyors, solicitors or other professional fees) and for any pre-reference costs in Arbitration proceedings.

4.7 The Lease shall contain such other terms, covenants and conditions which the Head of Legal Services may deem necessary in a Lease of this nature.

4.8 We agree to the above terms and conditions.

THIS IS NOT A LEASE, A FURTHER ENGROSSED LEASE WILL BE SENT BY LEGAL FOR APPROVAL AND SIGNING. THIS DOCUMENT MUST THEN BE RETURNED TO LEGAL SO THAT THE RENEWAL PROCEDURE MAY BE COMPLETED

Signed:

(Landlord/Owner)

Dated:

Please return to:

[Click here to enter text.](#)

(Officer Dealing)

Contracts and Procurement Team

48 Station Road, London N22 7TY

LANDLORDS: PLEASE READ THIS FORM CAREFULLY and COMPLETE FULLY BEFORE SIGNING

- A. I have read the Heads of Terms which I note are issued subject to contract.
B. Please provide the following information to progress negotiations:-

PSL FORM FOR LANDLORDS

New Vendor Request Form			
	Fields	Supplier Complete Information here	Guidance
Supplier Details			
1	Organisation Registered Name		If the company has a trading name please state the registered name first followed by the "trading as" name (No more than 40 characters including spacing)
	Address 1		
	Address 2		
	City		
	Postal Code		
	Contact Number		
	Company Email Address		This is the email address that will be used to send purchase orders and remittance advices to
	Companies Registered Number		
	VAT Registered Number		
	Registered Charity Number		
Bank Details			
2	Organisation Account Name		If registered, the name on the account should match the name above
	Factoring Company Name (If Applicable)		
	Name of Bank		
	Address of Bank		
	Sort Code		
	Account Number		This is normally eight numbers (nine if it's a building society)
	Building Society Roll Number (If Applicable)		

Method of Receiving Purchase Orders (Confirmation of Transaction) Remittance Advice (Confirmation of Payment)			
3	Haringey's preferred method for sending purchase orders and remittance advices is via email. Please note that these proof of transactions will only be sent by post where no company email address is provided.		
	Email		
	Fax		
	Post		

4	Name		Please note that if this is an electronic signature, it must originate from a company email address
	Position in Company		
	Signature		
	Print Name		
	Date		

4. AGENT'S NAME: _____

AGENT'S ADDRESS: _____

Telephone: _____

(Day) 0207/0208

(Eve) 0207/0208

(Mobile) _____

5. NAME OF SOLICITOR: _____

(If you intend to employ one for this transaction)

Address of Solicitor: _____

Telephone No: 0207/0208

PAYMENT DETAILS

(Please Note: That where the Landlord/Owner has indicated that the Rent is to be paid to some one else the Landlord's/Owner's signature appearing below shall be deemed authority for the Council to effect payment accordingly.)

To whom Rent is Payable: (Full names of Payee(s)) _____

Name of Bank/Building Society: _____

Address of Bank/Building Society: _____

Full Postcode: _____

Bank Sort Code: _____ Bank Account No: _____

Building Society Roll No.: _____ Account No: _____

6. ADMISSION TO RESIDENCE (Please tick **one** box below which is appropriate below)

6.1 I confirm that I am a UK resident at the above mentioned address

☐

6.2 I confirm that I am a UK resident and require all rental payments, any other payments and notices (including repairs) to be made to my UK agent whose name, address and bank details are specified above

☐

6.3 I confirm that I am a UK non-resident and require all rental and any other payments to be paid directly to me with the appropriate tax deducted from the rental payments pursuant to the Inland Revenue's Non Resident Landlords Scheme. For the purposes of serving notices and repairs contact my UK agent whose name and address is specified above

☐

THIS IS NOT A LEASE, A FURTHER ENGROSSED LEASE WILL BE SENT BY LEGAL FOR APPROVAL AND SIGNING, THIS DOCUMENT MUST THEN BE RETURNED TO LEGAL SO THAT THE RENEWAL PROCEEDURE MAY BE COMPLETED.

Important Information:

Please note that the council requires the landlord to complete the matters/repairs listed below by [Click here to enter a date.](#)

Please note that the council will not proceed with the renewal of the lease if the repairs/matters are not completed by this date, or if the repairs are done to an inadequate standard. If repairs remain uncompleted the council will vacate and hand-back the property to you.

The list of matters/repairs is not final and does not include additional requirements which may be made at a later date. It is therefore in your interest to remedy any defects in relation to the property that have not been identified to date as they may delay completion.

Where the last lease has expired and where the new lease is at a higher rent, the Council will only apply the higher rent from the date the new lease is signed. There will be no backlog of rents from when the lease first expired.

For access to the above, please contact Move On Team at 48 Station Road, London N22 7TY on 020 8489 4348

Signed:

Dated:

Schedule of Works

Property Address:

General Requirements:

1. Provide a current Electricity Safety Certificate (17th edition) from a Government approved electrical contractors Association, on expiry of previous certificate.
2. [Provide from a Gas Safe Registered, gas company a 3 Star Central Heating System Cover Contract \(or its equivalent\) and to renew such cover for each year of the term.](#)

Specific Requirements:

Originator: Contracts Team

Confirmation of completion of works: (Property Negotiator)
On behalf of the Council

Date: