

**Corporate Property**  
Kensington Town Hall, Hornton Street, London, W8 7NX

**Town Clerk and Executive Director of Finance**  
Nicholas Holgate

**Director for Corporate Property and Customer Services**  
Michael Clark



THE ROYAL BOROUGH OF  
**KENSINGTON  
AND CHELSEA**

[Redacted]

25 November 2013  
Our reference: PLAN  
Your reference:  
Please ask for: Sarah Muluta

**BY EMAIL ONLY**

**SUBJECT TO CONTRACT & MEMBER APPROVAL**

Dear Ms Dainton,

**RE: HEADS OF TERMS – GRENFELL NURSERY, LANCASTER WEST ESTATE  
GRENFELL ROAD, LONDON, W11**

Thank you for taking the time to speak with me earlier, I appreciate it was late in the working day.

Please find attached to this letter the terms on which the Council is prepared to grant you a lease of the above property.

I note that you are funded by the Council and that you will have to advise your funding business group of this new unexpected cost. Please do pass on my details to your contact in the Council, if this would help in any way. I understand that the Project Management have a tight deadline and need to ascertain as soon as possible if the nursery would be able to commit to the new space for refurbishment tender purposes.

We also have to enter into an agreement for the space that the nursery will occupy in the interim, between the refurbishment and moving back.

Please do not hesitate to contact me to discuss anything further.

Yours sincerely,

Sarah Muluta  
For Director for Property

Encs.

CC – Interim Nursery Manager – Louise Tomlinson [Redacted]

Direct Line: [Redacted]  
Fax: [Redacted]  
Email: [sarah.muluta.rbkc.gov.uk](mailto:sarah.muluta.rbkc.gov.uk)  
Web: [www.rbkc.gov.uk](http://www.rbkc.gov.uk)

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**NEW LEASE - HEADS OF TERMS**  
**WITHOUT PREJUDICE, SUBJECT TO CONTRACT & MEMBER APPROVAL**

<b>1. Landlord</b>	The Mayor and Burgesses of the Royal Borough of Kensington and Chelsea.
<b>2. Tenant</b>	Lancaster West Children's Community Network, Registered Charity Number: 1078316 and Company Number: 03835048 GRENFELL TOWER, GRENFELL ROAD, LONDON, W11 1TG
<b>3. Demise</b>	As highlighted yellow on attached plan. Located on the Ground floor of Grenfell Tower and associated outside play area (tbc on map). On the Lancaster West, Grenfell Road, London, W11
<b>4. Term</b>	9 year lease with effect from .....May 2014
<b>5. Exclusions</b>	The lease will be excluded from the renewal provisions of Part II of the Landlord & Tenant Act, 1954
<b>6. Rent</b>	£33,000 per annum exclusive from May 2014
<b>7. Break Clause</b>	A mutual break clause at any time on giving six months written notice.  If at any time during the term the Tenant's grant or funding is withdrawn or reduced and it is unable to meet the rent passing, it may serve not less than six months written notice on the Landlord.
<b>8. Repairs</b>	Tenant to be fully responsible for all internal repairs, maintenance, cleaning and decoration of the premises
<b>9. Outgoings</b>	Tenant to be responsible for business rates. Further details on the actual rates payable obtainable by calling [REDACTED] or emailing RBKCnndr@capita.co.uk with full property address
<b>10. Insurance:</b>	Landlord to insure and recover from tenant
<b>11. Use</b>	The provision of a play group and nursery
<b>12. Assignment</b>	Prohibited
<b>13. Subletting</b>	Prohibited
<b>14. Services charge</b>	A service charge will be levied for waste disposal and communal heating to the demised space. The Landlord will provide a breakdown of how the recharge has been arrived at
<b>15. Alterations</b>	Non structural permitted. Tenant may attach internal fittings but

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	must remove at lease end and make good at the end of the lease.
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We wish to occupy the above premises on the terms and conditions set out above

SIGNED FOR / ON BEHALF OF: .....  
**Lancaster West Children's Community Network**

PRINT NAME: .....

POSITION .....

DATED: .....

SIGNED FOR / ON BEHALF OF: .....  
**Lancaster West Children's Community Network**

PRINT NAME: .....

POSITION .....

DATED: .....



