**Meanwhile Use Sublease: Heads of Terms**

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| Intermediate Landlord | Name: [ ]  Company No. (if applicable): [ ]  Registered Address (if applicable): [ ]  Correspondence Address: [ ] marked for the attention of [ ] |
| Tenant | Name: [ ]  Company No. (if applicable): [ ]  Registered Address (if applicable): [ ]  Correspondence Address: [ ] marked for the attention of [ ] |
| Superior Landlord | Name: [ ]  Company No. (if applicable): [ ]  Registered Address (if applicable): [ ]  Correspondence Address: [ ] marked for the attention of [ ]  Who is the landlord under the lease granted to the Landlord which is dated [ ] (Superior Lease) |
| Sub-lease | The precedent ‘Meanwhile Use’ sub-lease will be used, as amended to reflect these Heads of Terms:  <https://www.gov.uk/government/publications/meanwhile-use-sublease-and-guidance-notes> |
| Property Address and/or Description | [ ] |
| Length of Term | [ ] [years/months] [from completion] **OR** [from [ ]]. |
| Earliest Break date | [anytime]  [at any time after the expiry of the third month of the term] |
| Tenant’s Termination Notice | [ ] [months’/weeks’] notice in writing. |
| Intermediate Landlord’s Termination Notice | [ ] [months’/weeks’] notice in writing. |
| Rent | The rent of [ ] per [year/month] payable [quarterly/monthly/weekly]. |
| Service Charge | The sum of [ ] (if fixed) or else [a fair proportion of the expenses incurred by the Intermediate Landlord in maintaining the structure of the Property and any Common Parts].  **OR**  [The Service Charge payable by the Landlord under the Superior Lease.] |
| Permitted Use | Use as [ ] so long as the same is permitted under the Superior Lease. |
| Permitted Alterations | The Tenant may make the following alterations without the Intermediate Landlord’s consent (so long as Superior Landlord consent is not required):   * [ ]; [and] * [ ].   Any other non-structural alterations will require the prior consent of the Intermediate Landlord so long as such alterations are carried out in accordance with the requirements of the Superior Lease.  Structural alterations are not permitted. |
| Value Added Tax (VAT) | The Intermediate Landlord [has/has not] opted to charge VAT.  [The Tenant will pay to the Landlord any VAT chargeable on the consideration for any supply made by the Intermediate Landlord under this lease.]  [If the Tenant is to refund any payment made by the Intermediate Landlord they must pay to the Intermediate Landlord an amount equal to the VAT payable by the Intermediate Landlord, except to the extent that the Intermediate Landlord will be able to recover the VAT as input tax.] |
| Rates and Taxes | The Tenant will be responsible for paying all rates, taxes and other outgoings for the Property, or a fair proportion of such if the Property forms part of a larger Building and the rates, taxes and other outgoings are payable in respect of the whole Building.  The Tenant will not be responsible for paying any tax assessed on the Superior Landlord or the Intermediate Landlord for its ownership of, rental income from, or dealing with its interest in the Property. |
| Service Media/Utilities | The Tenant will pay all charges for the following service media/utilities:   * electricity, * water, * telephone, [and] * telecommunications, [and] * [ ]. |
| Repair, Decoration and Dilapidation | The Tenant will keep the Property clean and tidy and free from pests and in no worse state and condition and decoration (fair wear and tear excepted) as evidenced in the Photographic Schedule of Condition. |
| Insurance | [The Intermediate Landlord will keep the Property insured against loss or damage by the Insured Risks for the full reinstatement cost.]  **OR**  [The Superior Landlord is responsible for the insurance of the Property under the Superior Lease.]  All other insurances in respect of the tenant’s use of the property, e.g. contents, public liability, employers’ liability, will be put in place and paid for by the tenant. |
| Insurance Rent | The Insurance Rent of [ ] **OR** [a fair proportion of the expenses incurred by the Landlord in insuring the Property and any Common Parts] **OR** the sum paid (or a reasonable proportion thereof) by the Intermediate Landlord to the Superior Landlord by way of insurance rent, is payable by the Tenant. |
| Assignment and Subletting | The Tenant will not be allowed to assign, sublet, hold on trust, charge or part with occupation of the whole or any part of the Property.  **OR**  The Tenant may [assign and/ sub-let] the lease with the prior consent of the Landlord (such consent not to be unreasonably withheld) so long as such assignment/sub-letting is in accordance with the requirements of the Superior Lease.  Sharing of the Property by the Tenant with other organisations, community groups and group companies of the Tenant is permitted provided that no relationship of landlord and tenant is created and the Tenant gives to the Intermediate Landlord written notice of the identity and address of the person or entity sharing occupation at least 5 Working Days before such sharing begins. |
| End of the lease arrangements | At the end of the Term, the Tenant must:   * Deliver all keys of the Property to the Intermediate Landlord, * Give up the Property with vacant possession, * Remove from the Property any Permitted Alterations and anything else installed or belonging to the Tenant unless the Intermediate Landlord agrees for them to remain, and * Make good all damage caused by the removal of the above. |
| Costs | The Tenant must, if demanded by the Intermediate Landlord, pay any costs incurred by the Intermediate Landlord in preparing and serving notices or proceedings under sections 146-147 of the Law of Property Act 1925 on an indemnity basis. |
| Property Management Regulations | The following rules and regulations will apply in relation to the Property:  [ ] |
| Tenant’s Rights | The Tenant will be granted (so far as the Intermediate Landlord is able to do so under the Superior Lease) the following rights over the Property:   * The right to use the Common Parts in connection with the proper use and enjoyment of the Property; * The right to use any Service Media in the Building which serve the Property; [and] * The right of support and shelter from structures adjacent to the Property and owned by the Intermediate Landlord; [and] * [ ]. |
| Intermediate Landlord’s Rights | The Intermediate Landlord will retain the benefit of the following rights in relation to the Property:   * The right to use and connect to any Service Media at the Property which serves or is capable of serving other property; * The right to enter the Property at reasonable times and on reasonable notice for purposes in connection with the ownership and management of the Property; * The right to carry out works to other property, even if this interferes with the amenities of the Property; [and] * The right to light, support and any other rights enjoyed by the Property; [and] * [ ] |
| Superior Landlord’s Rights | The Superior Landlord will retain the benefit of the following rights in relation to the Property:   * The right to display a sale board and/or a letting board on the Property; [and] * [ ] |
| Landlord and Tenant Act 1954 | [The tenancy created by the lease will be excluded from the Landlord and Tenant Act 1954.]  **OR**  [The tenancy created by this lease will not be excluded from the Landlord and Tenant Act 1954.] |
| Landlord’s Initial Works (if applicable) | Before the start of the lease Term, the [Intermediate Landlord] or [Superior Landlord] must complete the following works:  [ ] |
| Charity Provisions (if applicable) | [Due to the fact that the Tenant is a charity, sections 117-121 of the Charities Act 2011 will apply to the lease and so there will be restrictions on any disposition of the leasehold interest by the Tenant.] |
| Guarantor (if any) | [The Tenant will require a Guarantor whose details are as follows:  Name: [ ]  Address: [ ]  Contact Name: [ ] Email: [ ] Telephone: [ ]  Mobile: [ ]] |
| Tenant’s Solicitors (if applicable) | Name: [ ]  Address: [ ]  Contact Name: [ ] Email: [ ] Telephone: [ ]  Mobile: [ ] |
| Intermediate Landlord’s Solicitors (if applicable) | Name: [ ]  Address: [ ]  Contact Name: [ ] Email: [ ] Telephone: [ ]  Mobile: [ ] |
| Superior Landlord’s Solicitors (if applicable) | Name: [ ]  Address: [ ]  Contact Name: [ ] Email: [ ] Telephone: [ ]  Mobile: [ ] |
| Other Matters | [ ] |
| No contract | These Heads of Terms are subject to contract and may be amended to any other terms deemed appropriate. |