

## Key Terms Coitbury House

### 1. Initial information

1.1 Type of lease	Licence to occupy
1.2 Landlord	Winchester City Council City Offices Colebrook Street Winchester SO23 9LJ
Contact Name	Stewart Pegum
Email	SPegum@winchester.gov.uk
1.3 Tenant	LOWE Guardians Limited Unit 14, The Viaduct Brixton, 360-366 Coldharbour Lane, SW9 8PL Company Number 09449843
Contact Name	Tim Lowe
Email	tim@loweguardians.com

### 2. Premises and Rights

2.1 Description of the premises	Coitbury House, Friarsgate, Winchester
2.2 Rights	Occupation by property guardians

### 3. Term, renewal rights and break rights

3.1 Lease length and start date	Min 2 years, target commencement Jan 2021
3.2 Landlord and Tenant Act 1954 protection	Not Applicable
3.3 Renewal options	Rolling landlords break giving 1 months notice at any time after minimum period
3.4 Break Rights	(a) Any option to break: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (b) Notice period for exercising 1 month (c) Break operable by: landlord <input type="checkbox"/> tenant <input type="checkbox"/> both <input checked="" type="checkbox"/>

### 4. Rent and rent review

5.1 Rent	(a) £0 per annum exclusive of VAT
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### 5. Assigning, subletting, charging and sharing

## 5.1 Requirements before alienation can take place

	Prohibited	Consent not to be unreasonably withheld	Permitted without consent
Assignment of whole	✓		
Sublease whole	✓		
Sublease part	✓		
Concession	✓		
Group sharing	✓		
Charging	✓		

## 6. Repairs

6.1 Repairing responsibilities	(a) Tenant repairs interior / interior, windows and doors, fixtures and fittings, mechanical and electrical services. (b) Landlord repairs structure and building envelope limited to £100k over term
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## 7. Use and alterations

7.1 Permitted use	(a) Residential subject to HMO licence compliance		
7.2 Landlord's initial works	(a) Landlord to undertake works: Yes / No (b) If yes, brief description of works: Building envelope to be wind and water tight, repair any broken window catches, make good holes in ceilings. walls, floors following asbestos and structural surveys (d) Specification agreed: Yes		
7.3 Tenant's initial works	(a) Tenant to undertake works: Yes (b) If yes, brief description of works: Interior fit out (c) Specification agreed: Awaited (d) to be provided by: tenant (e) Landlord to make contribution: Yes (f) If yes, amount or formula: £25,000		
7.4 Alterations			
	Prohibited	Consent not to be unreasonably withheld	Permitted without consent
External Structural	✓		
Ext non-structural	✓		
Internal Structural	✓		
Int non-structural		✓	

## 8. Insurance

8 Liability for insurance costs	(a) Landlord to insure the property: Yes (b) Premium to be recovered from tenant: No
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## 9. Other Issues

9.1 Rates and utilities	(a) Responsibility for paying council tax: tenant
11.2 Legal costs	(a) Each party to pay own legal costs
11.3 Conditions	(a) Board approvals (b) Planning or other local authority consents

