

PACK CONTENTS

- Checklist (see below).
- 4 page Tenancy at Will (inc cover sheet).
- 1 page Memorandum.
- 3 page Appendix on Donation/Savings & examples.

'NEXT STEPS' CHECKLIST

1. Review your portfolio for suitable sites across the UK.
2. Check you are liable for & paying rates (eg £15k+ rateable value).
3. Email property@healthyplanet.org with your annual rates details and we will calculate your payment options in 24hrs
4. Donate and Submit
 - a. Our ready-to-sign Tenancy at Will & Memorandum;
 - b. Rates Account Reference & Local Authority contact details;
 - c. Window dimensions (& pics of the unit & footfall details if possible);
 - d. Operations team contact details for delivery and installationby email to property@healthyplanet.org for turnaround in 24hrs.
5. Approve & install our posters over the next 4 weeks.

Any legal questions to dconnick@fasken.co.uk.
Other questions to property@healthyplanet.org

DATED

2009

(1) [REDACTED]

and

(2) HEALTHY PLANET FOUNDATION

TENANCY AT WILL

Fasken Martineau LLP
17 Hanover Square London W1S 1HU
Tel: +44 (0)20 7917 8500 Fax: +44 (0)20 7917 8555

THIS AGREEMENT IS DATED: [REDACTED] .
20 .

PARTIES

- (1) **[LANDLORD]** of **[ADDRESS] OR [COMPANY NAME]** incorporated and registered in **[England and Wales/Scotland etc]** with company number **[REDACTED]** whose registered office is at **[ADDRESS]** ("**Landlord**").
- (2) **HEALTHY PLANET FOUNDATION**, a company incorporated in England and Wales with company no. 06460524 & charity no. 1122475, whose registered office is at 349 King Street, Hammersmith, London, W6 9NH ("**Tenant**").

AGREED TERMS

1 INTERPRETATION

The following definitions apply to this agreement:

- Building:** [REDACTED]
- Memorandum of Agreement:** A Memorandum of even date herewith made between the Landlord (1) and the Tenant (2)
- Permitted Use:** [REDACTED]
- Property:** [REDACTED]
- Posters:** Such posters as shall be designed by the Tenant & approved by the Landlord (such approval not to be unreasonably withheld or delayed.)
- Rates:** The non-domestic rates payable by the Landlord to the competent local council
- Rent:** A peppercorn (if demanded)
- Special Events:** Christmas, New Year, Valentine’s Day and Mother’s Day, Easter, Father’s Day

2 GRANT OF TENANCY AT WILL

The Landlord lets and the Tenant takes the Property as a tenant at will beginning on and including the date hereof.

3 TENANT’S OBLIGATIONS

- 3.1 The Tenant shall pay the Rent if demanded upon demand.
- 3.2 The Tenant shall not:
 - 3.2.1 use the Property otherwise than for the Permitted Use;
 - 3.2.2 assign, underlet, charge, part with or share possession of, or otherwise dispose of the Property or any part of it or any interest in it;
 - 3.2.3 share occupation of the Property or any part of it;

- 3.2.4 make any alteration or addition whatsoever to the Property;
- 3.2.5 cause any nuisance or annoyance to the Landlord or to any owners or occupiers of the Building or any neighbouring property.
- 3.3 Save to the extent that such damage is covered by insurance the Tenant shall forthwith make good any damage caused to the Property and/or the Building by the Tenant or its servants, agents, employees, licensees or invitees.
- 3.4 The Tenant shall act at all times in a reasonable and responsible manner and in accordance with any regulations that may be made by the Landlord from time to time.
- 3.5 The Tenant shall be responsible for non-domestic rates as confirmed in the Memorandum of Agreement and the Landlord shall be responsible for water rates payable in respect of the Property.
- 3.6 The Tenant shall forward to the Landlord without delay any notices or other correspondence received at the Property and addressed to the Landlord or relevant to any interest the Landlord may have in the Property.
- 3.7 The Tenant shall allow the Landlord (and all others authorised by the Landlord) to enter the Property at any reasonable time for the purpose of ascertaining whether the terms of this agreement are being complied with and for any other purposes.
- 3.8 The Tenant shall as soon as reasonably practicable but in any event within 14 days after the date hereof inform the Local Tax Office of the Tenant's occupation at the Property.
- 3.9 Insofar as it has not done so already the Tenant shall within 28 days after the date hereof design and deliver the Posters to the Landlord.
- 3.10 When the Tenant vacates the Property at the termination of the tenancy created by this agreement, it shall at its own cost remove all items belonging to it (except the Posters) and shall clear any rubbish it has created from the Property.

4 LANDLORD'S OBLIGATIONS

- 4.1 The Landlord shall allow the Tenant (and its employees and visitors) access to and egress from the Property over the common parts of the Building.
- 4.2 The Landlord shall use its reasonable endeavours to ensure that there is a supply of electricity, heating and water to the Property, at such times of day as the Landlord considers appropriate.
- 4.3 The Landlord shall keep the common parts of the Building areas clean and unobstructed.
- 4.4 The Landlord shall be responsible for all service charges attributable to the Property and the cost of the supply to or removal from the Property of electricity, gas, water, sewage, telecommunications and other utilities and shall indemnify the Tenant in respect of such charges. Where no separate charge is made by the utility supplier in respect of the Property, the Landlord shall be responsible for & indemnify the Tenant in respect of a proper proportion of the relevant charge.
- 4.5 The Landlord shall use the Tenant's choice of printer/installer for the Posters, unless the Landlord proposes an alternative which the Tenant approves (such approval not to be unreasonably withheld or delayed) to print and install the

posters of the design, format and material approved by the Tenant (such approval not to be unreasonably withheld or delayed).

- 4.6 The Landlord shall pay for the removal and subsequent replacement of the original Posters at the beginning and end of the Special Events (which shall include an appropriate lead-in-time). Poster changes will only take place if the landlord and Tenant both agree (such approval not to be unreasonably withheld or delayed).
- 4.7 The Landlord shall within seven days of the Tenant reporting the defacing or damage of the Posters on the Property at its own cost repair replace or rectify the Posters.
- 4.8 The Landlord shall indemnify the Tenant against any proper claims proceedings or demands which may be brought against the Tenant by the Council in respect of any liability for the Rates up to the level of the rates savings achieved by the Landlord.
- 4.9 Upon the termination of this Agreement the Landlord shall return the Posters to the Tenant in good condition (fair wear and tear excepted) to the Tenant's office at 349 King Street, London W6 9NH.

Signed by [REDACTED] for and on behalf of [LANDLORD]

.....

Signed by Vanessa Guthrie for and on behalf of Healthy Planet Foundation

.....

MEMORANDUM

DATED: [[20]]
ADDRESS: []
RENT & TENURE: **PEPPERCORN & LEASEHOLD**
LANDLORD: []

SPECIAL CONDITIONS

- Healthy Planet will display posters in the windows of the Property throughout the duration of their tenancy at will.
- The posters shall be changed around Special Events such as Christmas, New Year, St Valentines Day, Mother’s Day, Easter and Father’s Day with suitable lead-in time. The draft post designs will be available to the landlord for approval such approval not to be unreasonably withheld or delayed. *Poster changes will only take place if the Landlord and Tenant both agree such agreement not to be unreasonably withheld or delayed.*
- Cost of installation and replacement of the original poster before and after the Special Event is to be borne by the Landlord.
- The Landlord is required to deal with any graffiti upon the windows of the Property only within 7 days of Healthy Planet notifying the Landlord that graffiti has appeared on the said windows.
- Access to the unit will be granted to the volunteers of Healthy Planet and other notified by the Tenant and authorised by the Landlord (such authorisation not to be unreasonably withheld or delayed). These persons are integral to Healthy Planet’s mission of promoting a more sustainable and healthier lifestyle and environment and this includes, but is not limited, to access for Young Enterprise students.

DONATIONS

- For periods spanning 2 different rates levels (eg 2 tax yrs.), the agreed % rates saving dictate the final amount payable. A retrospective adjustment will be made accordingly.
- Where 20% discretionary rates relief is obtained, then 75% of this is passed back to the landlord by adjusting instalments or issuing a return payment back within 28 days.
- On termination any ‘unused’ (overpaid) 20% rates liability over £250 will be refunded.

“Healthy Planet Foundation” chq. or BACS Barclays, Kensington, 20-47-34, 60500445.

Amounts and Due dates:

[]

Signed by [] for and on
behalf of [LANDLORD]
Signed by Vanessa Guthrie for and on
behalf of Healthy Planet Foundation

APPENDIX: CALCULATING THE DONATION & SAVINGS (P1 of 3)

Calculating the donation required

Email property@healthyplanet.org with current rates pa & preferred duration (optional).

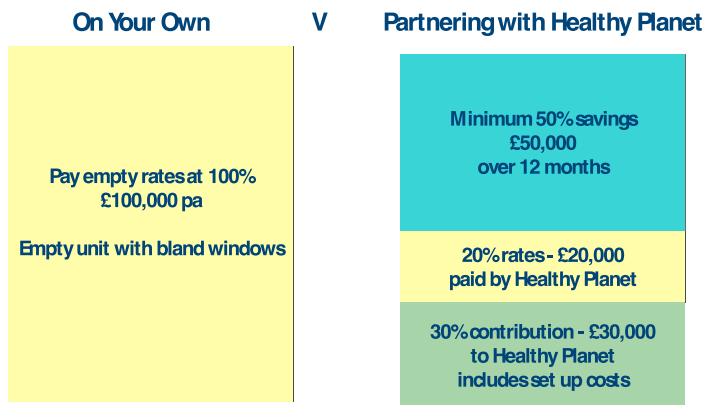
Worked examples

Notes:

1. All our examples assume £100k pa rates liability. Whatever your rates liability – the examples can be prorated exactly.
2. Donor's full cash flow impact shown. Ie Paying the Rates liability becomes Healthy Planet's responsibility & there are no other payments required.
3. Set-up donation of 5% is not payable on renewal/extension beyond the initial period.
4. Break-even is under 5 weeks for monthly option.

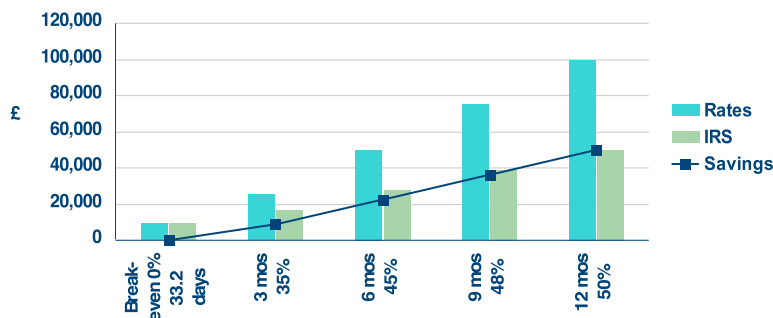
A Practical Choice

1



Min. Savings (monthly option)

2



APPENDIX: DONATION & SAVINGS (P2 of 3)

Worked examples (contd.)

A. Monthly Option:

Durations shown: Different start dates to 31 March.

Example Start Date	1 Apr	1 Jul	1 Oct	1 Jan
No. of days to 31 Mar	365	274	182	90
Prorated Rates (£100k pa)	£100000	£75068	£49863	£24658
1 st instalment due by Start Date (inc 5% set-up)	£10000	£10630	£12479	£16096
Further instalments due	8	5	2	0
Due 1 May	£5000			
Due 1 Jun	£5000			
Due 1 Jul	£5000			
Due 1 Aug	£5000	£5630		
Due 1 Sep	£5000	£5630		
Due 1 Oct	£5000	£5630		
Due 1 Nov	£5000	£5630	£7479	
Due 1 Dec	£5000	£5630	£7479	
Total Donation*	£50000	£38781	£27438	£16096
Cash Saving	£50000	£36287	£22425	£8562
Percentage Saving from start to 31 Mar (tax yr end)	50%	48%	45%	35%
Indefinite daily saving after 1 Apr	£150.68 (55%)	£ 1 5 0 . 6 8 (55%)	£ 1 5 0 . 6 8 (55%)	£150.68 (55%)

* This covers Healthy Planet's rates at 20%; set-up (eg posters) & a general donation.

For (B) 6 months and (C) 12 months:

Irrespective of start date.

Payment Option	A: Annual Upfront	B: 6 mos + 6 mos renewed	B: For 6 months only
Normal Rates	£100,000 pa	£100,000 pa	£50,000 Over 6 mos
Upfront Donation	£40000	£26000	£26000
Donation in 6 months	Nil	£21000	Nil
Total Donation	£40000	£47000	£26000
Cash Saving	£60000	£53000	£24000
Percentage Saving	60%	53%	48%
Total Duration	12 mos	12 mos	6 mos

APPENDIX: DONATION & SAVINGS (P3 of 3)

How it is calculated

The Landlord's donation to the Healthy Planet charity can be paid in the following ways. There are 2 elements. (I) Set-up costs and (II) one of the 3 options below.

DONATIONS

(I) <i>Set-up costs</i> (Payable Upfront & non-refundable)	- 5% of the full rates payable upfront to cover the set-up costs, including the design and artwork.
<i>(II) Plus one of the following 3 options:</i>	
(A) Monthly Donations to match remaining rates instalment for the tax year ie up to 1 Dec (9 max). (ie Dec-Mar rates are paid upfront)	45% of the full rates prorated for the no. of day remaining in the tax year. Due four weeks before each of the rates instalment due dates.
(B) Six Monthly Donation	42% of the full rates, payable in two equal instalments, i.e., 21% in advance and the second 21% is due 4 weeks before the 6 month anniversary.
(C) Full Year Advance Donation	35% of the full rates for the 12 months from commencement date.

Options/Other adjustments

- A 3% saving on the upfront donation will be made if the landlord opts to print, deliver and install the posters, as specified by Healthy Planet, at their own expense.
- For periods spanning 2 tax years (& 2 different rates amount), the % rates above dictate the final amount payable. A retrospective adjustment will be made accordingly.
- Where 20% discretionary rates relief is obtained, then 75% of this is passed back to the landlord by adjusting instalments or issuing a return payment back within 28 days.

Payment Option	A: Monthly option	B: 6 mos upfront	C: Full yr. Upfront
Expected no. of instalments p.a.	Max 1 Upfront + Max 9 in tax year =10. Monthly instalments until 1 Dec at latest.	Two	One
Duration of each donation	Until next payment date. Approx monthly.	6 mos	12 mos

Other important notes

1. Terminable at anytime. On termination any 'Unused' (overpaid) 20% *rates* liability over £250 will be refunded.
2. Payments are due, in cleared funds by the due date, or Healthy Planet will have to terminate the Tenancy at Will and full rates responsibility will return to the landlord.
3. If the rates liability changes (eg at a new tax year) during the duration, the change will be reflected to ensure the agreed percentage rates saving is achieved.
4. Any tenancy continuing beyond the initial period will not require an additional flat 5% donation again.