



LEASE

Date:

National  
Trust

## SECTION 1 – PARTICULARS

<b>Landlord</b>	<b>The National Trust for Places of Historic Interest or Natural Beauty</b> of Heelis, Kemble Drive, Swindon, Wiltshire SN2 2NA	
<b>Tenant</b>	Avebury Parish Council c/o Clerk of Avebury Parish Council, 6 Rhyls Cottages, Lockeridge, Marlborough, Wiltshire, SN8 4EE	
<b>Property</b>	Avebury Chapel, Green Street, Avebury, SN8 1RE shown edged red on the Plan	
<b>Car Parking</b>	The Landlord does not have registered title to the area shown edged blue on the Plan, but the Landlord grants the Tenant the right to park no more than two cars for disabled use only, on the basis of such rights, title, and interest as the Landlord has.	
<b>Term</b>	From and including 1 <sup>st</sup> October 2022 to and including 30 <sup>th</sup> September 2025	
<b>Rent</b>	£1 per year (if demanded) plus VAT (if any)	
<b>Rent Payment Dates</b>	Within 30 days of the Rent being demanded	
<b>Permitted Use</b>	<p>The Tenant will set up and open to the public a Community Exhibition Space within the Property in accordance with Avebury Parish Council's vision document attached hereto, initially under the theme of 'The living landscape'.</p> <p>Specific proposals for displays or events, outside the use agreed above, will require the Trust's prior approval at its sole discretion.</p>	
<b>Access Way</b>	<input checked="" type="checkbox"/>	None.
<b>Tenant's Rights</b>	<input checked="" type="checkbox"/>	The right to use the Service Apparatus which supplies Services to the Property and to receive Services through such Service Apparatus

<b>Party Empowered to Exercise the Break Clause</b>	<input checked="" type="checkbox"/>	Landlord
	<input checked="" type="checkbox"/>	Tenant
	<input type="checkbox"/>	Neither
<b>Break Date(s)</b>	<input type="checkbox"/>	None
	<input checked="" type="checkbox"/>	Three months' notice at any time, unless agreed otherwise with the Landlord.
<b>Public Liability Insurance</b>	<input checked="" type="checkbox"/>	Insurance against liability to third parties with a minimum limit of indemnity of £5,000,000.00 (Five Million Pounds)
	<input type="checkbox"/>	None

## SECTION 2 – RESPONSIBILITY FOR REPAIRS AND DECORATION

<b>Responsibility for repairs</b>	<b>Landlord</b>	<b>Tenant</b>	<b>Tenant contribution</b>
Telephone and broadband installations, wires and appliances	<input type="checkbox"/>	<input checked="" type="checkbox"/>	%
Fire and security systems including but not limited to weekly testing and quarterly servicing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	%
External structure including gutters, downpipes, soak-aways etc	<input checked="" type="checkbox"/>	<input type="checkbox"/>	%
Internal ceiling and internal walls	<input checked="" type="checkbox"/>	<input type="checkbox"/>	%
The responsibility for other repairs is to be agreed between the parties on a case by case basis.			

## SECTION 3 – STANDARD TERMS

### 1 Definitions

- 1.1 The particulars of this Lease specified in Section 1 shall have the meanings ascribed to them.
- 1.2 In this Lease the following words shall have the following meanings:
- 1.2.1 **Insurance Rent:** A sum equal to the cost of insuring the Property in accordance with the Landlord's obligations in this Lease.
- 1.2.2 **Interest Rate:** 2% above the base rate from time to time of Barclays Bank plc or in the event of Barclays Bank plc ceasing to exist, such other clearing bank as may be nominated by the Landlord.

- 1.2.3 **Plan:** The plan attached to this Lease.
- 1.2.4 **Services:** Electricity, water, drainage, waste, soil, ~~telephone,~~ telecommunications, radio and other services of whatever nature.
- 1.2.5 **Service Apparatus:** All pipes, wires, cables, sewers, drains, gullies, watercourses, flues, rainwater goods, other similar conduits and other installations.
- 1.2.6 **VAT:** Value Added Tax or any tax levied in substitution for or supplemental to it.

## 2 Interpretation

- 2.1 Whenever the Tenant is more than one person or body, or the Landlord is more than one person or body, all the obligations of (as the case may be) the Tenant or the Landlord in this Lease can be enforced against all of the people or bodies jointly and against each individually.
- 2.2 A reference to an Act of Parliament refers to that Act as it applied at the date of this Lease and any later amendment or re-enactment of it.
- 2.3 Where the Tenant agrees not to do something that includes an agreement not to allow anyone else to do that thing.
- 2.4 Except as otherwise provided for in this Lease, any payments referred to in this Lease shall be exclusive of VAT and VAT shall, where chargeable, be paid in addition on receipt of a valid VAT invoice.
- 2.5 A right granted to the Landlord to enter the Property includes the right for anyone authorised by the Landlord to enter the Property for the relevant purpose, and to bring on to the Property machinery and other equipment and is subject to a proviso that the Landlord makes good any damage caused by the Landlord in the exercise of the right.

## 3 Letting

- 3.1 The Landlord lets the Property to the Tenant for the Term and the Tenant agrees to pay the Rent and comply with the other obligations on the part of the Tenant set out in this Lease.
- 3.2 The Property is held by or in trust for a charity by the Landlord, a non-exempt charity but this Lease is one falling within paragraph (a) of section 117 (3) of the Charities Act 2011.
- 3.3 The Landlord will allow the Tenant to possess and use the Property during the Term without interference from the Landlord or anyone who derives title from the Landlord.

## 4 Rights granted to the Tenant and reserved to the Landlord

- 4.1 The Property is let together with the Tenant's Rights which can be enjoyed by the Tenant jointly with the Landlord and all others entitled to them.
- 4.2 The Property is let subject to the following rights, which are reserved to the Landlord and all others entitled to exercise them, to:
  - 4.2.1 use all Service Apparatus in, on, over or under the Property and the free flow of Services through such Service Apparatus;
  - 4.2.2 enter the Property at any time for any purpose upon providing a minimum of twenty-four hours written notice (except in an

- emergency or where the Landlord or party authorised on behalf of the Landlord is carrying out the obligations of the Landlord in this Lease), using the Landlord's own set of keys for the Property);
- 4.2.3 inspect, maintain, carry out work to, develop or deal with any neighbouring property belonging to the Landlord (where this cannot reasonably be carried out without obtaining access to the Property);
- 4.2.4 inspect and value the Property for insurance purposes;
- 4.2.5 at the sole discretion of the Landlord, take back responsibility for maintaining all the grounds and gardens forming part of the Property with immediate effect upon giving written notice.
- 4.2.6 inspect the Property to check that the tenant's covenants are being complied with;
- 4.2.7 carry out the obligations of the Landlord in this Lease; and
- 4.2.8 exclusively use and occupy the Property free of charge following agreement with the Tenant on the extent of the usage, that agreement not to be unreasonably withheld, and in each instance that the Landlord uses the Property, the Landlord shall give the Tenant no less than one month's prior written notice of its desire to exercise their right and, if there is availability, then the dates shall be fixed. As it stands, the Landlord requires the Property for the specific dates, which is agreed with the Tenant, as follows:
- exclusively use and occupy the Property for five consecutive days during the summer solstice in each calendar year.

## **5 Payment of Rent and other monies**

The Tenant shall:

- 5.1** pay (when asked for it, unless otherwise specified below) as rent to the Landlord:
- 5.1.1 any tenant contribution towards repair or decoration specified in Section 2 of this Lease within 21 days of demand by the Landlord; and
- 5.1.2 any other payments which the Tenant is required to make under the terms of this Lease within 21 days of demand by the Landlord;
- 5.2** pay to the relevant authority all rates, utility bills, water and drainage charges, meter and standing charges and all business rates and other general local or parliamentary taxes relating to the Property or the monitoring or inspection of the water supply or drainage system serving the Property;
- 5.3** pay all costs and expenses (including legal and surveyors fees) which the Landlord incurs in preparing and serving a notice under section 146 of the Law of Property Act 1925, even if forfeiture is avoided without a court order;
- 5.4** receive a goodwill contribution of £300 per annum from the Landlord

towards the payment of electrical utility bills;

**5.5** reimburse to the Landlord all proper costs, losses, claims, proceedings, expenses or other liability incurred by or brought against the Landlord and arising in any way from:

5.5.1 any breach or enforcement of the Tenant's obligations contained in this Lease; or

5.5.2 any act neglect default or omission by the Tenant or any person in the Property with the consent of the Tenant.

## **6 Repairing, Decorating and Caring for the Property**

**6.1** The Landlord and the Tenant shall each be responsible for maintaining and keeping in good repair and condition, putting into that condition if it is not in it at the start of the Term, the parts of the Property indicated as being their responsibility by the checkboxes in Section 2.

**6.2** The Landlord or person appointed by the Landlord shall carry out monthly inspections of all the grounds and gardens.

**6.3** The Landlord shall be responsible for ensuring the Property is kept free of any vermin or pests, but the Tenant is not to do anything that will encourage vermin or pests onto the Property and in such event that any infestation or problem is caused by the occupation or action of the Tenant, the Landlord may recharge the cost of remedying such problem.

**6.4** The Landlord shall be responsible for checking and maintaining the fire extinguishers within the Property.

**6.5** The Tenant shall:

6.5.1 (notwithstanding clause 6.1 of this Section 3) make good any damage to the Property caused by the Tenant during the Term;

6.5.2 decorate the parts of the Property identified in Section 2 as being the Tenant's responsibility during the Redecoration Periods to a reasonable standard using colours approved in writing in advance by the Landlord;

6.5.3 at the sole direction of the Landlord or person appointed by the Landlord, maintain and keep all garden and grounds forming part of the Property in a well cultivated, neat and tidy condition and free from litter;

6.5.4 ensure that any changes to the garden and grounds including removing or adding plants, can only be done in consultation with the Landlord;

6.5.5 undertake any works reasonably requested by the Landlord, the Landlord's insurers and/or as required by relevant legislation which will protect the Property from damage by fire within a reasonable time period specified by the Landlord;

6.5.6 be responsible for ordering their own bins from the local authority, which are to be sited immediately next to the side entrance and thereafter ensure that any rubbish is removed or collected from the Property;

- 6.5.7 take fair and reasonable precautions to prevent damage caused by frost to tanks, pipes and drains at the Property; and
- 6.5.8 take fair and reasonable precautions to ensure that the internal temperature does not adversely affect the fabric of the Property and furthermore provides adequate heating and ventilation in consultation with the Landlord, such measures being reviewed at the discretion of the Landlord depending on the condition of the Property, time of year, and what is the most energy-efficient.

**6.6** The Tenant shall not:

- 6.6.1 cut down, plant, remove or damage any trees, bushes or hedges growing in the grounds of the Property without consent from the gardener working for the Landlord;
- 6.6.2 make any alteration or addition to the Property; nor
- 6.6.3 install any television aerial, satellite dish or other such apparatus on the outside of the Property; nor
- 6.6.4 do anything that adversely affects the structure and fabric of the building.

**7 Using the Property**

- 7.1 The Tenant shall use the Property for the Permitted Use only.
- 7.2 The Tenant shall be permitted to allow groups that have been invited by them to exhibit inside the Property under the theme of 'The living landscape'.
- 7.3 The Tenant is permitted to host not-for-profit events such as but not limited to concerts and recitations.
- 7.4 If required, the Tenant shall supply and solely use their own wi-fi on the Property.
- 7.5 When the Property is not occupied by the Tenant, the Tenant is to ensure the security intruder alarm is set.
- 7.6 The Tenant may use the projector located inside the Property, but if the projector does not work or becomes obsolete, the Landlord is not required to repair or replace the projector.
- 7.7 The Tenant is advised not to use the internal shutter divider within the Property.
- 7.8 The Tenant shall not:
  - 7.8.1 sleep or reside at the Property or allow anyone else to sleep or reside there;
  - 7.8.2 receive lodgers or paying guests at the Property;
  - 7.8.3 park, store or exhibit anything outside the Property or on any access way leading to the Property;
  - 7.8.4 use the Property for any act or thing which may be or become a legal nuisance to or cause damage or annoyance to the Landlord the owners or occupiers of neighbouring property or to the public;
  - 7.8.5 for avoidance of doubt, use the Property for any form of trade

relating to catering or retail.

7.8.6 hang anything from the external walls of the Property unless agreed in advance with the Landlord.

7.8.7 allow members of the public to access the balcony area of the Property; nor

7.8.8 put signs on the Property unless the Landlord has first approved the Tenant's wording, design, size and location.

**7.9** The Landlord and the Tenant agree that nothing contained in this Lease shall imply or warrant that the Property may be used under any planning legislation, or any other legislation, for the Permitted Use.

**7.10** The Landlord shall remove all portable fixtures excluding chairs owned by the Landlord from the Property within 30 days of commencement of the Lease.

## **8 Dealing with the Property**

The Tenant shall not assign underlet mortgage charge or part with or share possession or occupation of the whole or any part of the Property.

## **9 Complying with legislation**

**9.1** To the extent that compliance is not the obligation of the Landlord under this Lease, the Tenant shall comply with every Act of Parliament, order, regulation, law or bye-law relating to the Property or to the use of the Property by the Tenant.

**9.2** The Tenant shall not apply for planning permission for the Property or make any application under any planning legislation from time to time in force or carry out any development on the Property which requires planning permission.

## **10 Insurance**

**10.1** The Landlord shall insure the Property (but not its contents) against damage or destruction by fire and such other risks as are normally covered under the Landlord's block policy, not including terrorism.

**10.2** The Landlord and the Tenant agree that:

10.2.1 if the Property is damaged so as to render it unfit for the Permitted Use either party may at any time after two calendar months from the date of destruction or damage, serve notice on the other that it intends to end the Lease. The Lease will terminate on expiry of such notice provided that if the damage is caused by any act or omission of the Tenant, the Tenant will not be entitled to terminate this Lease under this clause 10.2 of this Section 3; and

10.2.2 should the money payable under the Landlord's insurance policy be irrecoverable in whole or in part through any act or omission of the Tenant or anyone on the Property with the Tenant's authority, the Tenant will pay to the Landlord the whole or the irrecoverable proportion of the cost of rebuilding or reinstating the Property.

**10.3** The Tenant shall ensure it has the required Public Liability Insurance in existence at all times during the Term and shall pay all premiums and

charges required by the relevant insurers and shall show any policy to the Landlord when required.

## **11 At the end of the Term**

**11.1** At the end of the Term (however it ends) the Tenant shall return possession of the Property to the Landlord, leaving the Property in the state in which this Lease requires the Tenant to keep it and undertaking any necessary cleaning and tidying or works of repair and decoration including but not limited to where the Tenant has hung any items from any internal walls.

**11.2** The parties agree that if at the end of the Term (however it ends) the Tenant has left furniture or other belongings in the Property the Landlord shall be entitled after providing reasonable written notice to the Tenant to remove and dispose of any belongings left by the Tenant and to recover the reasonable costs of storage and sale from the proceeds, with any balance being paid to the Tenant.

## **12 Ending the Lease if the Tenant is at fault**

The Landlord and the Tenant agree that:

**12.1** the Landlord is entitled to re-enter the Property and end the Term of this Lease before it expires whenever:

12.1.1 the Tenant is twenty one days or more late in paying any rent, even if it was not formally demanded; or

12.1.2 the Tenant has not complied with any material obligation in this Lease;

**12.2** on such entry the Term shall end but the re-entry by the Landlord does not cancel any outstanding obligation which the Tenant owes to the Landlord.

## **13 Notices**

The Tenant shall send to the Landlord promptly any notice received concerning the Property or any neighbouring property.

## **14 Landlord and Tenant Act 1954**

The parties agree that:

**14.1** the Landlord has served on the Tenant a notice in the form set out in Schedule 1 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 (the '**Order**');

**14.2** the Tenant has made a statutory declaration in the form set out in paragraph 8 of Schedule 2 to the Order; and

**14.3** the provisions of sections 24 to 28 (inclusive) of the Landlord and Tenant Act 1954 shall not apply to this Lease.

## **15 Break Clause**

The parties agree that:

**15.1** if a Party Empowered to Exercise the Break Clause wishes to terminate this Lease on a Break Date; and

**15.2** gives the other party not less than three months' notice in writing



on expiry of such notice the Term shall end but this does not cancel any outstanding obligations which either party owes to the other.

**16 Various other matters**

The parties agree that:

- 16.1** except as expressly provided in this Lease, no provision of this Lease shall be enforceable by a third party who is not a party to this Lease;
- 16.2** if any provision of this Lease is held by any competent authority to be invalid or wholly or partly unenforceable the validity of the other provisions of this Lease and the remainder of the provision in question shall not be affected; and
- 16.3** nothing in this Lease will imply or grant any easement or other right other than as expressly set out in this Lease.
- 16.4** the Tenant is to provide the Landlord with an up-to-date fire risk assessment;
- 16.5** The Tenant is to provide the Landlord with an up-to-date emergency contact number.

Signed on behalf of the **Landlord**  
in the presence of:

National Trust signature here

Witness' signature:

Witness' signature here

Witness' name:

Witness' name here

Witness' occupation:

Witness' occupation here

Witness' address:

Witness' address here

Signed on behalf of the **Tenant**  
in the presence of:

Tenant signature here

Witness' signature:

Witness' signature here

Witness' name:

Witness' name here

Witness' occupation:

Witness' occupation here

Witness' address:

Witness' address here

DRAFT