



LEASE

Date:

National Trust

SECTION 1 – PARTICULARS

Landlord	The National Trust for Places of Historic Interest or Natural Beauty of Heelis, Kemble Drive, Swindon, Wiltshire SN2 2NA	
Tenant	Avebury Parish Council (address required)	
Property	Avebury Chapel, Green Street, Avebury, SN8 1RE shown edged red on the Plan	
Term	From and including *** to and including ***	
Rent	£1 per year (if demanded) plus VAT (if any)	
Rent Payment Dates	The 1st day of each year	
Permitted Use	Information centre open to the public in line with the vision document found in schedule 1 and in accordance with clause 7 of this agreement.	
Access Way	<input checked="" type="checkbox"/>	None.
Tenant's Rights	<input checked="" type="checkbox"/>	The right to use the Service Apparatus which supply Services to the Property and to receive Services through such Service Apparatus
Party Empowered to Exercise the Break Clause	<input checked="" type="checkbox"/>	Landlord
	<input checked="" type="checkbox"/>	Tenant
	<input type="checkbox"/>	Neither
Break Date(s)	<input type="checkbox"/>	None
	<input checked="" type="checkbox"/>	Three month rolling break clause
Public Liability Insurance	<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

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SECTION 2 – RESPONSIBILITY FOR REPAIRS AND DECORATION

Responsibility for repairs	Landlord	Tenant	Tenant contribution
Telephone and broadband installations, wires and appliances	<input type="checkbox"/>	<input checked="" type="checkbox"/>	%
Fire and security systems	<input checked="" type="checkbox"/>	<input type="checkbox"/>	%

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:** Gas, 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 all reasonable hours at any time for any purpose in order to inspect, maintain, connect into, clean, alter or add new Service Apparatus;
 - 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; and
 - 4.2.5** inspect the Property to check that the tenant's covenants are being complied with; and
 - 4.2.6** carry out the obligations of the Landlord in this Lease.
 - 4.2.7** the Landlord reserves the right to exclusively use and occupy free of charge the Property for and in each case that the Landlord shall give the Tenant no less than one month's prior written notice of its desire to exercise the right and, if there is availability, then the dates shall be fixed. Specific dates require the property are as follows: **Dates shall be added to the final draft of this agreement.**

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 the Rent from the start of the Term by equal payments in advance on the Rent Payment Dates by direct debit (the first and last sums being proportionate sums if necessary);
 - 5.1.2 interest at the Interest Rate on any Rent or other sum payable by the Tenant under this Lease which is paid more than 14 days after it is due (whether or not the Landlord has issued a demand for it);
 - 5.1.3 the Insurance Rent within 14 days of demand by the Landlord;
 - 5.1.4 any tenant contribution towards repair or decoration specified in Section 2 of this Lease within 21 days of demand by the Landlord; and
 - 5.1.5 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** the Landlord shall contribute to payment of electrical utility bills the financial contribution being agreed between the Landlord and the Tenant. This figure shall be calculated from the cost incurred by the Landlord when the Property was vacant
- 5.4** 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;
- 5.5** 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 keep 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 Tenant shall:
- 6.2.1 (notwithstanding clause 6.1 of this Section 3) make good any damage to the Property caused by the Tenant during the Term;
 - 6.2.2 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;

- 6.2.3 sweep all chimneys or flues used by the Tenant (if any) as often as necessary and in any event at least every 6 months during the Term and in the last month of the Term and to keep all unused chimneys and flues free from obstructions. All chimney and flue sweeping must be carried out by a person approved by HETAS Limited or such other body as the Landlord (acting reasonably) approves from time to time and produce to the Landlord within 14 days of demand by the Landlord a certificate evidencing that the Tenant has complied with this clause;
- 6.2.4 keep any garden and grounds forming part of the Property in a well cultivated, neat and tidy condition and free from litter;
- 6.2.5 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; and
- 6.2.6 take fair and reasonable precautions to prevent damage caused by frost to tanks, pipes and drains at the Property.

6.3 The Tenant shall not:

- 6.3.1 cut down, plant, remove or damage any trees, bushes or hedges growing in the grounds of the Property but shall preserve any trees, bushes, shrubs and plants growing in the grounds;
- 6.3.2 make any alteration or addition to the Property; nor
- 6.3.3 install any television aerial, satellite dish or other such apparatus on the outside of the Property.

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 in the Property in accordance with the vision document 'The living landscape' in Schedule 1.

7.3 Any proposals for displays or events, outside the vision document in Schedule 1 will require the Landlords prior approval at its sole discretion.

7.4 The Tenant is permitted to host not-for-profit events such as concerts and recitations.

7.5 The Tenant shall not:

- 7.5.1 sleep or reside at the Property or allow anyone else to sleep or reside there;
- 7.5.2 receive lodgers or paying guests at the Property;
- 7.5.3 park, store or exhibit anything outside the Property or on any access way leading to the Property; nor
- 7.5.4 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.

7.5.5 Allow members of the public to access or used the balcony by members of the public.

7.6 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.

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.

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 works of repair and decoration or cleaning and tidying.

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**'); and

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 required to provide a call out contact and a fire risk assessment must be provided.

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

Schedule 1

Vision document shall be added

DRAFT