

Appendix II

Lease of Quinton Hall, Quinton Road, Sittingbourne. ME10 2DD

HEADS OF TERMS

1.0 Initial information	
1.0 Property Address	Quinton Hall, Quinton Road, Sittingbourne, Kent. ME10 2DD
1.1 Title No.	
1.2 Landlord	Swale Borough Council, Swale House, East Street, Sittingbourne, Kent. ME10 3HT
1.3 Tenant	
1.4 Rent	£1.00 per annum exclusive of VAT payable annually in advance (if demanded).
1.5 Type of lease	Head lease
2.0 Lease length and breaks	
2.1 Lease start date and length	A 125 year lease from [<i>date to be agreed</i>]
2.2 Break clauses or renewal dates	There shall be a break clause or right to surrender the lease if the Trust is dissolved or ceases to exist.
2.3 1954 Act protection	The lease is to be excluded from the security of tenure provisions of the Landlord and Tenant Act 1954
3.0 Rent Reviews	Rent reviews will be undertaken at the end of the third year and at five yearly intervals thereafter and to be agreed by both parties. The rent is to be a ground rent only.
4.0 Assignment and subletting	There shall be no assignment, sub letting or parting of possession of the whole or part of the demised premises except to a new trustee or trustees for the permitted use without the consent of the Council. The hiring out to clubs or other service groups for periods of less than 24 hours will be permitted.
5.0 Services and service charges	All services and service charges are the responsibility of the Lessee.
6.0 Repairing obligations	(i) The Lease is to be on full repairing terms, notwithstanding (ii) and (iii) below.. (ii) The Lessee will not be responsible for the repair and maintenance of the existing timber framed building

	<p>erected on the site beyond the end of its useful life and shall only be required to keep the building in a safe condition until it is replaced by the Lessee with an alternative structure or mobile building.</p> <p>(iii) The Lessee will be required to obtain a structural report on the existing building on an annual basis to confirm that it is structurally stable and in a safe condition to continue in use until it is replaced by the Lessee with an alternative structure or mobile building.</p>
7.0 Alterations	<p>The Lessee shall not carry out any structural or external alterations or new building works without the prior written consent of the Landlord. Non structural internal alterations will not require prior consent. Approval of such requests will not be unreasonably withheld by the landlord.</p>
8.0 Permitted use	<p>The site shall be used only for the provision of a [<i>community centre providing a range of spaces for public meetings, community activity, to meet the needs of the local community</i>]. No other use is permitted without the express consent of the Council. The use for private hire to individuals for parties or similar activities is not permitted.</p>
9.0 Insurance	<p>The Lessee shall insure the demised premises and any buildings erected thereon and indemnify the Council against any claims for damages, losses or injuries and any other claims whatsoever arising out of the use of the demised premises by the tenant.</p>
10.0 Other issues	
11.1 Nuisance	<p>The Lessee shall covenant not to cause or permit to be caused anything which may become a nuisance to the Council or adjoining property owners</p>
10.2 Rates and Utilities	<p>The Lessee shall be responsible for the payment of all future rates taxes</p>

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	assessments and all outgoings payable by law in respect of the demised premises by either the owner or occupier thereof.
10.3 General	<p>An Energy Performance Certificate is to be provided by the Council. This will not be required for a temporary building with a planned time of use of two years or less.</p> <p>The Council shall provide a copy of the asbestos management survey relating to the premises.</p>
10.4 Statutory Obligations	The Lessee shall conform at his own expense to all statutory and other regulations pertaining to the demised premises including all health and safety legislation and obtaining any necessary planning consent required and to indemnify the Council against any claims arising from any breach of such regulations.
10.5 No contract	These Heads of Terms are subject to contract.
10.6 Conditions	The proposed Heads of Terms are subject to Member approval.
10.7 Legal costs	Each party to pay own costs
10.8 Landlords solicitors	Legal Services, Swale Borough Council, East Street, Sittingbourne, Kent. ME10 3HT
10.9 Tenants solicitors	To be advised