

MAIDSTONE BOROUGH COUNCIL (1)

and

VOLUNTARY ACTION MAIDSTONE (2)

LEASE

relating to the Ground Floor Entrance Foyer
forming part of the Town Hall High Street
Maidstone Kent ME14 1TF

Legal Services
Maidstone Borough Council
Maidstone House
King Street
Maidstone
Kent ME15 6JQ

Ref: IT/M001610

THIS LEASE is made the

day of

2013

BETWEEN

- (1) **MAIDSTONE BOROUGH COUNCIL** of Maidstone House King Street Maidstone kent ME15 6JQ ("the Landlord") and
- (2) **VOLUNTARY ACTION MAIDSTONE** (registered charity number 1066911) of 39 to 48 Marsham Street Maidstone Kent ME14 1HH ("the Tenant")

NOW THIS DOCUMENT WITNESSES as follows

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

- 1.1.1 **"the Interest Rate"** means the rate of 2% a year above the base lending rate of Lloyds Bank plc
- 1.1.2 **"the Property"** means the Ground Floor Entrance Foyer forming part of the Town Hall High Street Maidstone Kent ME14 1TF shown edged in red on Plan 1 attached to this Lease with the rights for the Tenant set out in Schedule 1 The Rights Granted and with the rights for the Landlord set out in Schedule 2 The Rights Retained
- 1.1.3 **"the Property Obligations"** means the obligations set out in Schedule 3 The Property Obligations
- 1.1.4 **"the Rent"** means ten per cent (10%) of the cost per annum incurred by the Landlord in servicing and running the Town Hall to include (but not as an exclusive list) repairing the structure both internal and external gas water sewerage and electricity charges buildings and third party insurance refuse collection and cleaning such rent not to exceed the sum of two thousand five hundred pounds (£2,500.00) per annum
- 1.1.5 **"the Term"** means three years from and including
- 1.1.6 **"the Town Hall"** means the building edged in red on Plan 2 attached to this Lease

1.2 Interpretation

- 1.2.1 Where the Landlord or the Tenant consists of two or more persons obligations expressed or implied to be made by or with

them are deemed to be made by or with those persons jointly and severally (this means that they will each be liable for all sums due under this Lease and not just a proportionate part)

1.2.2 Words that indicate one gender include all other genders and words that indicate the singular include the plural and vice versa and words that indicate persons shall be interpreted as extending to a corporate body or a partnership and vice versa

2. **LETTING**

The Landlord lets the Property to the Tenant with the rights for the Tenant set out in Schedule 1 The Rights Granted and excepting and reserving for the Landlord the rights set out in Schedule 2 The Rights Retained for the Term at the Rent

3. **COMPLIANCE WITH LEASE**

The Tenant and the Landlord agree with each other to observe their respective obligations set out in this Lease

4. **RENT AND INTEREST**

4.1 **Rent**

The Tenant must pay the Rent during the Term by equal quarterly payments of six hundred and twenty five pounds (£625.00) in advance to the Landlord on 1 January 1 April 1 July and 1 October in any year the first payment being made on the date of this Lease duly apportioned to the next quarterly payment date

4.2 **Interest on sums not paid**

The Tenant must pay interest at the Interest Rate on any rent or other payment lawfully due under this Lease that is not received by the Landlord by 14 days after the payment was due This interest is payable from the date on which payment of the rent or other sum was due to the date of actual payment both before and after any court judgment

5. **OUTGOINGS**

The Tenant must pay and protect the Landlord against any loss arising from the Tenant's failure to pay rates payable in respect of the Property and all charges relating to telecommunications and internet services at the Property The Tenant must pay all accounts within a reasonable period of receipt of them If any service or facility is disconnected for non payment

of an account the Tenant must pay the reconnection charges and protect the Landlord against any loss arising from the disconnection

6. STATE AND CONDITION

6.1 The Property

The Tenant must keep the interior of the Property in good repair and condition properly maintained and decorated and reasonably clean and tidy and free from rubbish although this obligation does not extend to keeping the Property in any better state of repair and condition than it is at the date of this Lease

6.2 Refurbishment

Subject to the prior approval of the Landlord as to the design (which shall not be unreasonably withheld) the Tenant shall at its expense refurbish the interior of the Property The Reception desk will remain on the Term being determined for whatever reason but otherwise the Tenant shall have the right to remove all other moveable furniture and equipment belonging to it

6.3 Service Media

The Tenant must keep the service media that are contained in and only serve the Property free from obstruction and in working order

7. ALTERATIONS

The Tenant must not damage or injure the Property or make any alteration to the Property or to the service media in the Property or unite the Property with any adjoining premises

8. APPEARANCE OF THE PROPERTY

The Tenant must not erect any pole or mast or display any sign on the Property other than signs advertising the Landlord's information particulars or install any cable or wire outside it except with the Landlord's consent which is not to be unreasonably withheld or delayed

9. RIGHTS OF ENTRY

The Tenant must allow the Landlord with any necessary contractors and workmen to enter the Property on reasonable notice during normal business hours or in the event of emergency at any time without notice causing as little inconvenience to the Tenant as reasonably practicable and

making good any damage caused to the Property and the Tenant's property for the following purposes:

- 9.1 to view the state and condition of the Property
- 9.2 to carry out any repairs to the Property that are necessary by virtue of the Landlord's responsibilities under this Lease or by law or to any adjoining property that can only be carried out by having access to the Property and
- 9.2 to inspect with interested parties during the three months before the anticipated date of the end of the Term with a view to proposed sale or letting and to fix and retain in a reasonable position on the Property a board advertising the Property for sale or letting

10. **DEALINGS**

This Lease is personal to the Tenant and the Tenant must not assign sublet charge or part with possession of the Property or any part of it and must not hold the Property on trust for another

11. **USE AND NUISANCE**

11.1 **Permitted Use**

The Tenant shall use the Property:

- 11.1.1 as a community hub for the hosting of local charitable organisations such as HiKent the British Red Cross Maidstone Lions and Kent Air Ambulance and so as to facilitate increased volunteering by the general public for the benefit of all charitable organisations and the borough
- 11.1.2 as an information point for residents and visitors to the Borough of Maidstone

11.2 **Auctions trades and immoral purposes**

The Tenant must not use the Property for any auction sale or any dangerous noxious noisy or offensive trade business manufacture or occupation or any illegal or immoral act or purpose

11.3 **Residential use/sleeping and animals**

The Tenant must not use the Property for residential purposes or as sleeping accommodation or keep any animal bird or reptile on it

11.4 **Statutory obligations generally**

The Tenant must comply with all the requirements of any legislation and any other obligations imposed by law or by any byelaws applicable to the Property or the trade or business for the time being carried on there

11.5 **Planning**

11.5.1 The Tenant must comply with the provisions and requirements of all planning legislation affecting the Property. If the Tenant breaches any planning controls it must bear all the consequences of doing so whether those breaches arise during the Term or after the end of it

11.5.2 The Tenant must not make any application for planning permission without the consent of the Landlord

11.6 **Nuisance**

The Tenant must not do anything on the Property that may be reasonably considered to be a nuisance or annoyance to other users of the Town Hall or the Landlord or the owners or occupiers of neighbouring properties

12. **COSTS OF ENFORCEMENT**

The Tenant must pay the Landlord's reasonable costs fees charges disbursements and expenses properly incurred in relation to or incidental to the recovery or attempted recovery of arrears of rent or other sums due under this Lease or any other steps taken in contemplation of or in direct connection with enforcement of the obligations on the part of the Tenant under this Lease

13. **NOTICES AND INFORMATION**

The Tenant must give notice to the Landlord as soon as reasonably practicable of

13.1 any disrepair of or damage to the Property

13.2 any notice or order it receives from a local or statutory authority in respect of the Property and

13.3 any act by a tenant or occupant of any neighbouring property or a third party that might adversely affect the Landlord's interest in the Property

14. **SECURITY AND KEYHOLDERS**

The Tenant must keep the Property secure and must ensure that at all times the Landlord and the local police force have written notice of the name home address and home telephone number of at least two keyholders of the Property The Council shall provide two sets of keys to enable the Tenant to comply with this covenant

15. **THE PROPERTY OBLIGATIONS**

The Tenant must observe and perform the Property Obligations

16. **GIVING BACK POSSESSION AT THE END OF THE TERM**

16.1 **Possession and condition**

The Tenant must give vacant possession of the Property back to the Landlord at the end of the Term in the state of repair and condition specified in Clause 6 State and Condition and give up all keys of the Property to the Landlord and remove the Tenant's fixtures and fittings and all signs put up by the Tenant immediately making good any damage caused by their removal

16.2 **Items left**

The Tenant will be responsible for meeting all reasonable removal and storage charges if items of property are left in the Property at the end of the Term The Landlord will remove and store the items for a maximum of one month The Landlord will notify the Tenant that this has been done at the Tenant's last known address If the items are not collected within one month the Landlord may dispose of the items and the Tenant will be liable for the reasonable costs of disposal The costs may be deducted from any sale proceeds and if there are any costs remaining they will remain the Tenant's liability

17. **NON DISTURBANCE**

The Landlord must permit the Tenant peaceably to hold and enjoy the Property during the tenancy created by this Lease without any interruption or disturbance from or by the Landlord or any person claiming under or in trust for it

18. **OPENING HOURS**

The Tenant must keep the Property open for the performance of the Permitted Use and the Property Obligations during the hours of 10am to 4pm Monday to Friday except Bank and other public holidays

19. **INSURANCE**

19.1 **Landlord's obligation to insure**

The Landlord must keep the Property insured against damage or destruction by fire and other usual risks for the full cost of rebuilding and reinstating the Property unless the insurance is rendered void or made invalid by any deliberate act of the Tenant or by anyone under its control

19.2 **Suspension of the Rent**

If the Property or any part of it is damaged by any risk against which it is insured (or by any risk against which cover is not generally available or is only available on terms making it unreasonable to take out cover) so as to be unfit for occupation the Rent or a fair proportion of it shall be suspended until the Property or the affected part is fit for occupation This provision does not apply where payment of any insurance money is wholly or partly refused because of any deliberate act or default of the Tenant or anyone under its control

19.3 **Reinstatement**

The Landlord must if practicable reinstate the Property or any part damaged by any risk against which it is insured (or by any risk against which cover is not generally available or is only available on terms making it unreasonable to take out cover) and if it fails to do so within a reasonable time the Tenant shall be entitled to treat this Lease as at an end This provision does not apply where payment of any insurance money is wholly or partly refused because of any deliberate act or default of the Tenant or anyone under its control

19.4 **Tenant's obligations as to insurance**

The Tenant must not do anything or fail to comply with any requirement as a result of which the policy of insurance taken out by the Landlord in relation to the Property may become void or voidable or invalidated or by which the rate of premium on the policy may be increased

19.5 **Landlord's further insurance obligations**

The Landlord must provide the Tenant with a summary of the risks covered by the policy of insurance and of any requirements of the insurers of which the Tenant needs to be aware and the Landlord must notify the Tenant of any material change in those risks or requirements from time to time

20. **ACCOUNTING**

As soon as reasonably possible after the end of its accounting year (31 March) the Landlord shall account to the Tenant for all payments incurred by the Landlord in respect of the running and operating of the Town Hall for the preceding year. In the event that Rent for that preceding year is less than the quarterly sums paid by the Tenant then:

- 20.1 the Landlord shall either account and pay to the Tenant the excess sum due or
- 20.2 the Landlord shall credit the Tenant with the amount of the excess sum to be applied to the next yearly Rent

21. **REPAIRS**

Other than as set out in Clause 6 State and Condition the Landlord shall keep the Town Hall in good repair and condition and properly maintained and decorated

22. **RECOVERY AND POSSESSION**

If and whenever during the Term:

- 22.1 the Rent is unpaid for 28 days after becoming due whether formally demanded or not or
- 22.2 there is a breach by the Tenant of an obligation or other term of this lease or
- 22.3 the Tenant ceases to operate as a charity or for charitable purposes (registered or otherwise) or
- 22.4 the Tenant becomes insolvent or as a charity goes into the equivalent of a company administration or liquidation or
- 22.5 the Tenant has any distress execution or other similar process levied on its goods

the Landlord may at any time re-enter the Property at which point the tenancy created by this Lease shall cease absolutely but this shall not affect any rights or remedies that may have accrued to the Landlord against the Tenant or to the Tenant against the Landlord in respect of any breach of this Lease

23. **VAT**

All sums due to be paid by the Tenant under this Lease are expressed exclusive of VAT and the Tenant must in addition pay the full amount of any VAT or other similar tax on those sums for which the Landlord or other person entitled to the payments is from time to time accountable (if requested)

24. **EXCLUSION OF THE LANDLORD AND TENANT ACT**

24.1 **Notice and Declaration**

On _____ the Landlord served notice on the Tenant pursuant to the provisions of the Landlord and Tenant Act 1954 Section 38A(3) and on _____ the Tenant made a statutory declaration pursuant to Schedule 2 of the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003

24.2 **Agreement to exclude**

Pursuant to the provisions of the Landlord and Tenant Act 1954 Section 38A(1) the parties agree that the provisions of the Landlord and Tenant Act 1954 Sections 24 to 28 inclusive are to be excluded in relation to the tenancy created by this Lease

25. **NEW LEASE**

This Lease is a new tenancy for the purposes of Section 1 of the Landlord and Tenant (Covenants) Act 1995

26. **CHARITIES ACT 2011**

The Property will as a result of this Lease be held by or in trust for Voluntary Action Maidstone a non exempt charity and the restrictions on disposition imposed by Sections 117 to 121 of the Charities Act 2011 will apply to the Property (subject to Section 117(3) of that Act)

27. **ARBITRATION**

In the event of there being any dispute between the Landlord and the Tenant about the interpretation or construction of this Lease the matter the subject of such dispute shall be referred to an arbitrator of at least ten years post qualification experience as appointed by the President or Vice President of the Royal Institution of Chartered Surveyors The arbitration shall be conducted in accordance with the procedure and principles outlined in the Arbitration Act 1996 or any subsequent amendment of this Act Any decision of the arbitrator shall not be binding on either the

Landlord or the Tenant who shall still have the right to institute legal proceedings The cost of the arbitrator shall be borne equally by the Landlord and the Tenant

28. **BREAK CLAUSE**

At any time during the Term either the Landlord or the Tenant upon the giving of not less than six months' prior written notice shall have the right to determine this Lease and at the expiry of such notice the Term shall absolutely determine without prejudice to the parties' respective antecedent rights and obligations save that in the event of the Tenant having its funding withdrawn then three months notice to the Landlord shall be acceptable.

SCHEDULE 1

THE RIGHTS GRANTED

The Property is let together with the following rights:

1-1 **Passage of Conduits**

The right subject to any temporary interruption for repair alteration replacement or service failure to the free passage and running of all water gas electricity sewerage and telecommunications services through in and under the Town Hall in common with the Landlord and all other persons having a like right

1-2 **Toilets**

The right in common with the Landlord and all others so authorised to use the toilets and washing facilities situated on the ground floor of the Town Hall

1-3 **Support**

A right of protection and support for the Property from the Town Hall

SCHEDULE 2

THE RIGHTS RETAINED

The Property is let subject to the following exceptions and reservations retained for the benefit of the Landlord and the Town Hall:

2-1 Passage of Conduits

The right to the free passage and running of all water gas electricity sewerage and telecommunications services through in and under the Property in common with the Tenant and all other persons having a like right

2-2 Access Way

The right for the Landlord and all others authorised by it at all times of the day or night to pass and repass on foot through the Property to and from the Town Hall over that part of the foyer shown coloured brown on Plan 1 attached to this Lease

2-3 Foyer Use

The right for the Landlord upon giving to the Tenant two weeks' prior written notice to use the Property up to a maximum of six days in any one calendar year and on the basis that the Landlord arranges for the temporary storage of the Tenant's equipment and goods elsewhere within the Town Hall in a convenient area to be agreed with the Tenant

2-4 Support

A right of protection and support for the Town Hall from the Property

SCHEDULE 3

THE PROPERTY OBLIGATIONS

Throughout the Term the Tenant shall:

- 3-1 Arrange for its volunteers to complete the training offered by the Landlord in relation to visitor and council information
- 3.2 Arrange for at least 1 volunteer or staff member on duty at any time to have completed the training offered by the landlord in 3-1.
- 3-3 Allow its volunteers to "shadow" personnel of the Landlord working at the Landlord's Visitor Information Centre based at Maidstone Museum and Art Gallery St Faiths Street Maidstone ("the Museum") and at the Gateway based in King Street
- 3-4 On the basis that the Landlord produces a "Frequently Asked Questions" list with suggested replies ensure that all its volunteers are familiar with its contents
- 3-5 Provide visitor information leaflets stored at the Property on request (the Landlord shall ensure the Tenant has an adequate stock of these leaflets at all times)
- 3-6 Maintain a daily log by spreadsheet of visits to the Property by visitors requesting information and by type of enquiry raised
- 3-7 Ensure its volunteers are familiar with and use the internal telephone link to the Museum and the Gateway King Street Maidstone in the case of the more complex enquiries
- 3-8 Attend quarterly meetings with the Landlord to monitor and review the services set out in this Schedule 3 and with a view to improving the same where relevant
- 3-9 Provide the Landlord with information every quarter on the numbers of volunteers it recruits for local charities and which charities acquire those volunteers

AS WITNESS whereof the hands of the Landlord and the Tenant the day and year first before written

The COMMON SEAL of)
MAIDSTONE BOROUGH COUNCIL)
was hereunto affixed)
in the presence of:

Solicitor – Authorised Signatory

SIGNED as a DEED on behalf of)
VOLUNTARY ACTION MAIDSTONE)
by _____)

.....
Signature

.....
Status in Organisation

in the presence of:

Witness Signature:

Name:

Address: