

Lease of The Meads Community Centre, Emerald Crescent, Sittingbourne

HEADS OF TERMS

1.0 Initial information	
1.0 Property Address	The Meads Community Centre, Emerald Crescent, Sittingbourne, Kent. ME10 5JL As shown edged red on the attached plan.
1.1 Title No.	
1.2 Landlord	Swale Borough Council, Swale House, East Street, Sittingbourne, Kent. ME10 3HT
1.3 Tenant	The Meads Community Centre Trust
1.4 Rent	£1.00 per annum exclusive of VAT. (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	None
4.0 Assignment and subletting	<p>There shall be no assignment, sub-letting or parting of possession of the whole of the demised premises. A transfer to new trustee or trustees is permitted with the Council's prior approval.</p> <p>Subletting of parts will be permitted with the Council's prior approval providing they are compatible with the primary aim of being a community facility. Sub-letting will be permitted to a nursery provider and café operator without consent.</p> <p>The hiring out to organisations approved by The Meads Community Centre Trust for periods of less than 24 hours will be permitted.</p>
5.0 Services and service charges	All services and service charges are the responsibility of the Lessee
6.0 Repairing obligations	The Lessee shall be responsible for keeping all buildings and structures and all fixtures and additions erected or to be erected on the demised premises in a good and substantial state of repair and condition throughout the term and for the erection and maintenance of all boundary

	and site security fencing.
7.0 Alterations	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.
8.0 Permitted use	The site shall be used only for the provision of a [<i>community centre providing a range of spaces for public meetings, community activity, civic use and office space to support service provision to meet the needs of the local community</i>]. No other use is permitted without the express consent of the Council
9.0 Insurance	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.
10.0 Dilapidations	The tenant shall be responsible for all costs charges and expenses including solicitors costs and surveyors fees incurred by the Council in respect of the preparation and service of a notice under sections 146 and 147 of the Law of Property Act 1925
11.0 Other issues	
11.1 Nuisance	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
11.2 Rates and Utilities	The Lessee shall be responsible for the payment of all future rates taxes assessments and all outgoings payable by law in respect of the demised premises by either the owner or occupier thereof.
11.3 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.
11.4 Legal costs	Each party to pay own costs
11.5 Conditions	The proposed Heads of Terms are subject to Member approval.

11.6 General	An Energy Performance Certificate is to be provided by the building contractors.
11.7 No contract	These Heads of Terms are subject to contract.
11.8 Landlords solicitors	Mid Kent Legal Partnership, Swale Borough Council, East Street, Sittingbourne, Kent. ME10 3HT
11.9 Tenants solicitors	To be advised