

Appendix B - Heads of Terms of the Lease

Landlord:	Brentwood Borough Council
Tenant:	The Scout Association trust Corporation and 1 st Shenfield Scout Group
Property:	Land and Building at the Scout Hall 1 st Shenfield Scouts Chelmsford Road, Shenfield Essex CM15 8RQ
Contractual Term:	35 years
Start Date:	01.04.2013.
Annual Rent:	£14400pax reduced to £100pax (Paid annually in advance by Direct Debit) for Community Use by Scout Association and 1st Shenfield Scout Group for the term of 35 years.
Permitted Use:	Activities of a Scout group and ad hoc hourly room hire to community groups benefitting Brentwood on a not for profit basis.
Rent Review:	Review of the annual rent in accordance with the Councils Policy on disposals at less than best consideration;
Insurance:	1st Shenfield Scouts will insure in full reinstatement value. The Scouts will use Unity Insurance Services the Scout Association Brokerage (Or such other insurance brokerage the Scout Association may use in the future). The Scouts will also maintain £5m Public Liability Insurance. The Scouts will produce a copy of the policy and proof that it is maintained every year.
Rates & other Taxes:	Tenant to be responsible for rates, taxes and all other impositions and outgoings in respect of the Property;
Utilities:	Tenant will pay all costs for utilities and services;
Assignment:	The Tenant will not be able to assign or underlet the whole or any part of the Property. The tenant will be permitted from time to time offer the premises for ad-hoc hourly hire to groups- small community based organisations who share the values of Scouting and in the view of the Group are likely to provide benefit to the local community
Charging:	The Tenant cannot charge the whole or part of the lease;
Repairs:	The Tenant will keep the Property clean and tidy and in good and substantial repair and condition, including any service media serving the Property in good working order. Provided that the tenant shall not be required to maintain or yield up the property in any better condition than is evidenced by a photographic schedule.
Decoration:	The Tenant shall decorate the outside and the inside of the Property as often as is reasonably necessary and also, where required by the Landlord having given notice to the Tenant six months prior to the end of the term, in the last three months before the end of the term.

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Alterations: The Tenant shall not make any alterations without the Landlord's prior written consent such consent not to be unreasonably withheld or delayed.

Indemnity: The Tenant will indemnify the Landlord against all liabilities, expenses, costs, claims, damages and losses in respect of any breach of the Tenant's covenants contained in the lease;

Exclusion of ss24-28 of the LTA 1954:

Sections 24-28 of the Landlord and Tenant Act 1954 will be excluded in the lease;

Break Clause: Mutual break clause in year 10 and 17 on six months prior written notice.

Arbitration and ADR: The lease will contain an Arbitration and Alternative Dispute Resolution clause

Approvals: Where required not to be unreasonably withheld or delayed by either party.

Special Conditions: The lease will contain the standard Scout Association Trust Corporation (SATC) clauses set out in the attached document.

**STANDARD SCOUT ASSOCIATION TRUST CORPORATION (SATC)
CLAUSES FOR LEASES/UNDERLEASE (AS TENANT)**

1. Parties:

(1)(hereinafter called “the Landlord”) of the one part and (2) THE SCOUT ASSOCIATION TRUST CORPORATION a company limited by guarantee and registered as a charity under No. 306102 whose registered office is at Gilwell Park Chingford London E4 7QW (“The Corporation”) holding title as Custodian Trustee on behalf of the (“The Group”) hereafter collectively referred to as the “Tenant” of the other part

2. Recitals:

- A) WHEREAS the Group is a body formed and recognised by The Scout Association in accordance with its Rules; and
- B) This Lease is supplemental to a Declaration of Trust made by the Corporation on the 16th June 1982 entitled “The Scout Trust Deed 1982”; and
- C) The Corporation holds title as Custodian Trustee on behalf of the Group and does not have any responsibility for and in respect of the management of the land/premises or the covenants contained herein with such responsibility vesting in the Executive Committee of the said Group being the Managing and/or Charity Trustees.

3. Liability:

WHEREAS the liability of the Corporation under the covenants herein contained and on its part to be observed and performed and the liability under such covenants of its successors in title being trustee(s) for the time being of the Group shall be limited to the amount of the assets of the Group but nothing herein contained shall affect any powers or remedies of the Landlord in respect of any breach non-observance or non-performance of the said covenants except as regards the liability of the Corporation and its successors in title being such trustee(s) as aforesaid

4. Charities Act 2011

The title to the demised premises is held by the Corporation as Custodian Trustee in trust for a charity known by the name of the Group which is not an exempt charity and the restrictions on disposition imposed by Section 117-121 of the Charities Act 2011 will apply subject to sub-section 117(3) of the Act.

5. Sealing and signing as follows: -

THE COMMON SEAL OF THE
SCOUT ASSOCIATION TRUST
CORPORATION was hereunto
affixed in the presence of: -

Director

Secretary

Also to record as a ‘restriction’ in the Prescribed Clauses (LR13) the following clause:
No disposition by the proprietor of the registered estate to which section 117-121 or section 124 of the Charities Act 2011 applies is to be registered unless the instrument contains a certificate complying with section 122(3) or section 125(2) of that Act as appropriate