

DATED

LEASE

relating to

THE WALBERSWICK VILLAGE HERITAGE HUT

between

WALBERSWICK PARISH COUNCIL

and

WALBERSWICK COMMON LANDS CHARITY

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PRESCRIBED CLAUSES

LR1. Date of lease

LR2. Title number(s)

LR2.1 Landlord's title number(s)

SK357834

LR2.2 Other title numbers

None

LR3. Parties to this lease

Landlord

WALBERSWICK PARISH COUNCIL care of the clerk to Walberswick Parish Council, Rose Farm Cottage, Mutton Lane, Brandeston, Suffolk, IP13 7AR

Tenant

THE TRUSTEES OF WALBERSWICK COMMON LANDS CHARITY care of The Clerk, PO Box 73, Halesworth, Suffolk, IP19 1AU

LR4. Property

In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.

See the definition of "Property" in *clause 1.1* of this lease.

LR5. Prescribed statements etc.

LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.

None.

LR5.2 This lease is made under, or by reference to, provisions of:

None.

LR6. Term for which the Property is leased

The term as specified in this lease at clause 1.1 in the definition of "Contractual Term".

LR7. Premium

None

LR8. Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land

None.

LR9.2 Tenant's covenant to (or offer to) surrender this lease

None.

LR9.3 Landlord's contractual rights to acquire this lease

None.

LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property

None.

LR11. Easements

LR11.1 Easements granted by this lease for the benefit of the Property

None.

LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property

The easements as specified in clause 4 of this lease.

LR12. Estate rentcharge burdening the Property

None.

LR13. Application for standard form of restriction

None.

LR14. Declaration of trust where there is more than one person comprising the Tenant

DRAFT

THIS LEASE is dated

PARTIES

- (1) WALBERSWICK PARISH COUNCIL care of the clerk to Walberswick Parish Council, Rose Farm Cottage, Mutton Lane, Brandeston, Suffolk, IP13 7AR (**Landlord**).
- (2) THE TRUSTEES OF WALBERSWICK COMMON LANDS CHARITY care of The Clerk, PO Box 73, Halesworth, Suffolk, IP19 1AU (**Tenant**).

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this lease.

1.1 Definitions:

Act of Insolvency:

- (a) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant or any guarantor; or
- (b) the making of an application for an administration order or the making of an administration order in relation to the Tenant or any guarantor; or
- (c) the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to the Tenant or any guarantor; or
- (d) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant or any guarantor; or
- (e) the commencement of a voluntary winding-up in respect of the Tenant or any guarantor, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies; or
- (f) the making of a petition for a winding-up order or a winding-up order in respect of the Tenant or any guarantor; or
- (g) the striking-off of the Tenant or any guarantor from the Register of Companies or the making of an application for the Tenant or any guarantor to be struck-off; or
- (h) the Tenant or any guarantor otherwise ceasing to exist (but excluding where the Tenant or any guarantor dies); or

- (i) the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant or any guarantor.

The paragraphs above shall apply in relation to a partnership or limited partnership (as defined in the Partnership Act 1890 and the Limited Partnerships Act 1907 respectively) subject to the modifications referred to in the Insolvent Partnerships Order 1994 (*SI 1994/2421*) (as amended), and a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000) subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (*SI 2001/1090*) (as amended).

Act of Insolvency includes any analogous proceedings or events that may be taken pursuant to the legislation of another jurisdiction in relation to a tenant or guarantor incorporated or domiciled in such relevant jurisdiction.

Annual Rent: Ten Pounds (£10.00) per annum if demanded.

Approved Planning Application: The planning application attached at Schedule 2.

Authorised Users: those persons and bodies as set out in Schedule 1 to this lease and any others as agreed by both parties to this lease.

Authority: any statutory, public, local or other authority, and any court of law and any government department.

Break Date: five years from the date of this lease.

Break Notice: the notice served by the Tenant in accordance with clause 43 of this lease.

Contractual Term: a term of 10 years beginning on, and including the date of this lease and ending on, and including []

CDM Regulations: the Construction (Design and Management) Regulations 2007 (*SI 2007/320*).

Default Interest Rate: 4% per annum above the Interest Rate.

Insurance Rent: the aggregate in each year of the gross cost of the premium before any discount or commission for the insurance of:

- (a) the Property, other than any plate glass, for its full reinstatement cost (taking inflation of building costs into account) against loss or damage by or in consequence of the Insured Risks, including costs of demolition, site clearance, site protection and shoring-up, professionals' and statutory fees and incidental expenses, the cost of any work which may be required under any law and VAT in respect of all those costs, fees and expenses,
- (b) loss of Annual Rent of the Property for three years,
- (c) any insurance premium tax payable on the above, and

Insured Risks: means fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion and any other risks

against which the Landlord decides to insure against from time to time and **Insured Risk** means any one of the Insured Risks.

Interest Rate: the base rate from time to time of Barclays Bank PLC, or if that base rate stops being used or published then a comparable commercial rate reasonably determined by the Landlord.

LTA 1954: Landlord and Tenant Act 1954.

Management Committee: a committee to be formed as soon as possible after the date of this lease, which is initially made up of one representative from each of the primary users set out in Schedule 1 to this lease and chaired by the Tenant.

Permitted Use: The use of the Property as a “Community Hub” for the showcase and exhibition of the Walberswick Village Scroll, as headquarters for the Landlord and the Tenant, for use by the Walberswick History Group and other uses as carried out by Authorised Users in accordance with Schedule 1 of this lease within Class D1 of the Schedule to the Town and Country Planning (Use Classes) Order 1987.

Property: the land and buildings at the Walberswick Heritage Hut, The Green, Walberswick, Southwold, Suffolk, IP18 6TT, shown edged red on the attached plan.

Rent Commencement Date: the date of this Lease.

Rent Payment Date: 1st June in each year of the Contractual Term.

Reservations: all of the rights excepted, reserved and granted to the Landlord by this lease.

Service Media: all media for the supply or removal of heat, electricity, gas, water, sewage, air conditioning, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

Third Party Rights: all rights, covenants and restrictions affecting the Property including the matters referred to at the date of this lease in Title Number SK357834.

VAT: value added tax chargeable under the VATA 1994 and any similar replacement tax and any similar additional tax.

VATA 1994: Value Added Tax Act 1994.

- 1.2 A reference to this **lease**, except a reference to the date of this lease or to the grant of this lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.
- 1.3 A reference to the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease. A reference to the **Tenant** includes a reference to its successors in title and assigns. A reference to a **guarantor** is to any guarantor of the tenant covenants of this lease including a guarantor who has entered into an authorised guarantee agreement.

- 1.4 In relation to any payment, a reference to a **fair proportion** is to a fair proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord.
- 1.5 The expressions **landlord covenant** and **tenant covenant** each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
- 1.6 Unless the context otherwise requires, a reference to the **Property** is to the whole and any part of it.
- 1.7 A reference to the **term** is to the Contractual Term.
- 1.8 A reference to the **end of the term** is to the end of the term however it ends.
- 1.9 References to the **consent** of the Landlord are to the consent of the Landlord given in accordance with clause 37.5 and references to the **approval** of the Landlord are to the approval of the Landlord given in accordance with clause 37.6.
- 1.10 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.11 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.12 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.
- 1.13 Any obligation on the Tenant not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.14 Unless the context otherwise requires, any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.15 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

- 1.16 A reference to **writing** or **written** includes fax but not e-mail.
- 1.17 Unless the context otherwise requires, references to clauses and Schedules are to the clauses and Schedules of this lease and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.18 Clause, Schedule and paragraph headings shall not affect the interpretation of this lease.
- 1.19 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.20 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

2. GRANT

- 2.1 The Landlord with full title guarantee lets the Property to the Tenant for the Contractual Term.
- 2.2 The grant is made excepting and reserving to the Landlord the rights set out in clause 4, and subject to the Third Party Rights.
- 2.3 The grant is made with the Tenant paying the following as **Rent** to the Landlord:
- (a) the Annual Rent and all VAT in respect of it;
 - (b) the Insurance Rent;
 - (c) all interest payable under this lease; and
 - (d) all other sums due under this lease.

3. ANCILLARY RIGHTS

- 3.1 Neither the grant of this lease nor anything in it confers any right over neighbouring property nor is to be taken to show that the Tenant may have any right over neighbouring property, and section 62 of the LPA 1925 does not apply to this lease.

4. RIGHTS EXCEPTED AND RESERVED

- 4.1 The following rights are excepted and reserved from this lease to the Landlord to the extent possible for the benefit of any neighbouring or adjoining property in which the Landlord acquires an interest during the term:

- (a) rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the term;
- (b) the right to use and to connect into Service Media at the Property which are in existence at the date of this lease or which are installed or constructed during the Contractual Term;
- (c) at any time during the term, the full and free right to develop any neighbouring or adjoining property in which the Landlord acquires an interest during the term as the Landlord may think fit;
- (d) the right to erect scaffolding at the Property and attach it to any building or structure on the Property in connection with any of the Reservations;
- (e) the right to build on or into any boundary wall of the Property in connection with any of the Reservations; and
- (f) the right to re-route any Service Media at or serving the Property or re-route any means of access to or egress from the Property provided that the Landlord shall not effect such a re-route that will reduce or inhibit the Service Media available to the Property or which will make the means of access to or egress from the Property any less convenient or adequate than it is at the date of this Lease or that would otherwise inhibit or adversely affect the Permitted Use

notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them result in a reduction in the flow of light or air to the Property or loss of amenity for the Property provided that they do not materially affect the use and enjoyment of the Property for the Permitted Use.

4.2 The Landlord reserves the right to enter the Property upon giving at least 72 hours' notice in writing to the Tenant (save in case of emergency):

- (a) to repair, maintain or replace any Service Media or structure relating to any of the Reservations; and
- (b) for any other purpose mentioned in or reasonably connected with:
 - (i) this lease;
 - (ii) the Reservations; and
 - (iii) the Landlord's interest in the Property

Insofar as the purpose for such cannot reasonably be carried from outside the Property and without such entry.

4.3 The Reservations may be exercised by the Landlord and by anyone else who is or becomes entitled to exercise them, and by anyone authorised in writing by the Landlord.

- 4.4 The Tenant shall allow all those entitled to exercise any right to enter the Property, to do so with their workers, contractors, agents and professional advisors, and to enter the Property at any reasonable time (whether or not during usual business hours) and, except in the case of an emergency, after having given at least one week's notice in writing to the Tenant, or such longer period as may be reasonable depending on the nature of the works being undertaken.
- 4.5 No party exercising any of the Reservations, nor its workers, contractors, agents and professional advisors, shall be liable to the Tenant or to any undertenant or other occupier of or person at the Property for any loss, damage, injury, nuisance or inconvenience arising by reason of its exercising any of those Reservations except for:
- (a) physical damage to the Property; or
 - (b) any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability or any loss or damage suffered by the Tenant as the result of any interruption or inhibition of the Permitted Use.

5. THIRD PARTY RIGHTS

- 5.1 The Tenant shall comply with all obligations on the Landlord relating to the Third Party Rights (insofar as those obligations relate to the Property) and shall not do anything (even if otherwise permitted by this lease) that may interfere with any Third Party Right.
- 5.2 The Tenant shall allow the Landlord and any other person authorised by the terms of the Third Party Right to enter the Property in accordance with its terms.

6. THE ANNUAL RENT

- 6.1 The Tenant shall pay the Annual Rent (if demanded) and any VAT in respect of it on or before the Rent Payment Dates. The payments shall be made by banker's standing order or by any other method that the Landlord reasonably requires at any time by giving notice to the Tenant.
- 6.2 The first instalment of the Annual Rent (if demanded) and any VAT in respect of it shall be made on the Rent Commencement Date and shall be the proportion, calculated on a daily basis, in respect of the period from the Rent Commencement Date until the day before the next Rent Payment Date.

7. INSURANCE

7.1 Subject to clause 7.2, the Landlord shall keep the Property (other than any plate glass at the Property) insured against loss or damage by the Insured Risks for the sum which the Landlord (acting reasonably) considers to be its full reinstatement cost (taking inflation of building costs into account). The Landlord shall not be obliged to insure any part of the Property installed by the Tenant.

7.2 The Landlord's obligation to insure is subject to:

- (a) any exclusions, limitations, excesses and conditions that may be imposed by the insurers; and
- (b) insurance being available in the London insurance market on reasonable terms acceptable to the Landlord acting reasonably.

7.3 The Tenant shall pay to the Landlord on demand:

- (a) the Insurance Rent;
- (b) any amount that is deducted or disallowed by the insurers pursuant to any excess provision in the insurance policy; and
- (c) any costs that the Landlord incurs in obtaining a valuation of the Property for insurance purposes.

If the Landlord insures the Property together with other land, the amount of the Insurance Rent shall be a fair proportion of the total for the Property and the other land.

7.4 The Tenant shall:

- (a) immediately on becoming aware of the same inform the Landlord if any matter occurs that any insurer or underwriter may treat as material in deciding whether or on what terms to insure or to continue to insure the Property and shall give the Landlord notice of that matter;
- (b) not do or omit anything as a result of which any policy of insurance of the Property or any neighbouring property may become void or voidable or otherwise prejudiced, or the payment of any policy money may be withheld, nor (unless the Tenant has previously notified the Landlord and has paid any increased or additional premium) anything as a result of which any increased or additional insurance premium may become payable;
- (c) comply at all times with the requirements and recommendations of the insurers relating to the Property;
- (d) give the Landlord notice as soon as the Tenant becomes aware of the same of the occurrence of any damage or loss relating to the Property arising from

an Insured Risk or of any other event that might affect any insurance policy relating to the Property;

- (e) not effect any insurance of the Property (except any plate glass at the Property or other risks against which the Landlord does not insure), but if it becomes entitled to the benefit of any insurance proceeds in respect of the Property (other than in respect of plate glass or other such risks as aforesaid) pay those proceeds or cause them to be paid to the Landlord; and
- (f) pay the Landlord an amount equal to any insurance money that the insurers of the Property refuse to pay by reason of any act or omission of the Tenant or any undertenant, their workers, contractors or agents or any person at the Property with the actual or implied authority of any of them.

7.5 The Landlord shall, subject to obtaining all necessary planning and other consents, use all insurance money received (other than for loss of rent) to repair the damage for which the money has been received or (as the case may be) in rebuilding the Property and to make good any deficiency out of his own funds. The Landlord shall not be obliged to:

- (a) provide accommodation identical in layout or design so long as accommodation reasonably equivalent to that previously at the Property is provided and is fit for the Permitted Use; or
- (b) repair or rebuild if the Tenant has failed to pay any of the Insurance Rent when demanded; or
- (c) repair or rebuild the Property after a notice has been reasonably and properly served pursuant to clause 7.7 or 7.8; or
- (d) make good any deficiency out of his own funds if the insurers of the Property refuse to pay by reason of any act or omission of the Tenant or any undertenant, their workers, contractors or agents or any person at the Property with the actual or implied authority of any of them.

7.6 If the Property is damaged or destroyed by an Insured Risk so as to be unfit for occupation and use then, unless the policy of insurance of the Property has been vitiated in whole or in part in consequence of any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person on the Property with the actual or implied authority of any of them, payment of the Annual Rent, or a fair proportion of it according to the nature and extent of the damage, shall be suspended until the Property has been reinstated and made fit for occupation and use, or until the end of three years from the date of damage or destruction, if sooner.

7.7 If, following damage to or destruction of the Property, the Landlord reasonably considers that it is impossible or impractical to reinstate the Property within three years of the date of damage or destruction, the Landlord may terminate this lease by giving notice to the Tenant. On giving notice this lease shall determine but this shall

be without prejudice to any right or remedy of the Landlord in respect of any breach of the tenant covenants of this lease. Any proceeds of the insurance (other than any insurance for plate glass) shall belong to the Landlord.

- 7.8 Provided that the Tenant has complied with its obligations in this clause, the Tenant may terminate this lease by giving notice to the Landlord if, following damage or destruction by an Insured Risk, the Property has not been reinstated so as to be fit for occupation and use within three years after the date of damage or destruction or as soon as it becomes apparent to the Tenant that the Property is not capable of being reinstated. On giving this notice this lease shall determine but this shall be without prejudice to any right or remedy of the Landlord in respect of any breach of the tenant covenants of this lease. Any proceeds of the insurance (other than any insurance for plate glass) shall belong to the Landlord.

8. RATES AND TAXES

- 8.1 The Tenant shall pay all present and future rates, taxes and other impositions and outgoings payable in respect of the Property, its use and any works carried out there, other than:

- (a) any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; or
- (b) any taxes, other than VAT and insurance premium tax, payable by the Landlord by reason of the receipt of any of the rents due under this lease or otherwise properly payable by the Landlord.

- 8.2 If any rates, taxes or other impositions and outgoings are payable in respect of the Property together with other property, the Tenant shall pay a fair proportion of the amount payable.

- 8.3 The Tenant shall not make any proposal to alter the rateable value of the Property or that value as it appears on any draft rating list, without the approval of the Landlord such approval not to be unreasonably withheld or delayed.

- 8.4 If, after the end of the term, the Landlord loses rating relief (or any similar relief or exemption) because it has been allowed to the Tenant, then the Tenant shall pay the Landlord an amount equal to the relief or exemption that the Landlord has lost (if any).

9. UTILITIES

- 9.1 The Tenant shall pay all costs in connection with the supply and removal of electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the Property.

9.2 If any of those costs are payable in relation to the Property together with other property, the Tenant shall pay a fair proportion of all those costs.

9.3 The Tenant shall comply with all laws and with any recommendations of the relevant suppliers relating to the use of those services and utilities.

10. VAT

10.1 All sums payable by the Tenant are exclusive of any VAT that may be chargeable. The Tenant shall pay VAT in respect of all taxable supplies made to it in connection with this lease on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.

10.2 Every obligation on the Tenant, under or in connection with this lease, to pay the Landlord or any other person any sum by way of a refund or indemnity, shall include an obligation to pay an amount equal to any VAT incurred on that sum by the Landlord or other person, except to the extent that the Landlord or other person obtains credit for such VAT under the Value Added Tax Act 1994.

11. DEFAULT INTEREST AND INTEREST

11.1 If any Annual Rent or any other money payable under this lease has not been paid within fourteen days of the date it is due, the Tenant shall pay the Landlord interest on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on a daily basis for the period from the due date to and including the date of payment.

11.2 If the Landlord does not demand or accept any Annual Rent or other money due or tendered under this lease because the Landlord reasonably believes that the Tenant is in breach of any of the tenant covenants of this lease, then the Tenant shall, when that amount is accepted by the Landlord, also pay interest at the Interest Rate on that amount for the period from the date the amount (or each part of it) became due until the date it is accepted by the Landlord.

12. COSTS

12.1 The Tenant shall pay the reasonable costs and expenses of the Landlord properly incurred including any solicitors' or other professionals' costs and expenses properly incurred (both during and after the end of the term) in connection with or in contemplation of any of the following:

- (a) the enforcement of the tenant covenants of this lease;
- (b) serving any notice in connection with this lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of

those sections, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court;

- (c) serving any notice in connection with this lease under section 17 of the Landlord and Tenant (Covenants) Act 1995;
- (d) the preparation and service of a schedule of dilapidations in connection with this lease; or
- (e) any consent or approval applied for under this lease, whether or not it is granted.

12.2 Where the Tenant is obliged to pay or indemnify the Landlord against any solicitors' or other professionals' costs and expenses (whether under this or any other clause of this lease) that obligation extends to those costs and expenses assessed on a full indemnity basis.

13. COMPENSATION ON VACATING

Any right of the Tenant or anyone deriving title under the Tenant to claim compensation from the Landlord on leaving the Property under the LTA 1954 is excluded, except to the extent that the legislation prevents that right being excluded.

14. SET-OFF

The Annual Rent and all other amounts due under this lease shall be paid by the Tenant or any guarantor (as the case may be) in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

15. REGISTRATION OF THIS LEASE

15.1 Promptly following the grant of this lease, the Tenant shall apply to register this lease at HM Land Registry. The Tenant shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly and the Landlord shall provide such assistance as is reasonably necessary to assist the Tenant in effecting such registration. Within one month after completion of the registration, the Tenant shall send the Landlord official copies of its title.

16. ASSIGNMENTS

16.1 The Tenant shall not assign the whole of this lease unless it incorporates and such assignment is to the successor entity.

16.2 The Tenant shall not assign part only of this lease.

17. UNDERLETTINGS

17.1 The Tenant shall not underlet the whole or part of the Property.

18. SHARING OCCUPATION

The Tenant may share occupation of the Property with Authorised Users provided that no relationship of landlord and tenant is established by that arrangement.

19. CHARGING

19.1 The Tenant shall not charge the whole or part of this lease.

20. PROHIBITION OF OTHER DEALINGS

Except as expressly permitted by this lease, the Tenant shall not assign, underlet, charge, part with or share possession or share occupation of this lease or the Property or hold the lease on trust for any person (except pending registration of a dealing permitted by this lease at HM Land Registry or by reason only of joint legal ownership).

21. REGISTRATION AND NOTIFICATION OF DEALINGS AND OCCUPATION

21.1 In this clause a **Transaction** is:

- (a) any dealing with this lease or the devolution or transmission of, or parting with possession of any interest in it; or
- (b) the creation of any underlease or other interest out of this lease, or out of any interest, underlease derived from it, and any dealing, devolution or transmission of, or parting with possession of any such interest or underlease; or
- (c) the making of any other arrangement for the occupation of the Property.

21.2 In respect of every Transaction that is registrable at HM Land Registry, the Tenant shall promptly following completion of the Transaction apply to register it (or procure that the relevant person so applies). The Tenant shall (or shall procure that) any requisitions raised by HM Land Registry in connection with an application to register a Transaction are dealt with promptly and properly. Within [one month] of completion of the registration, the Tenant shall send the Landlord official copies of its title (and where applicable of the undertenant's title).

21.3 No later than one month after a Transaction the Tenant shall:

- (a) give the Landlord's solicitors notice of the Transaction; and

- (b) deliver two certified copies of any document effecting the Transaction to the Landlord's solicitors; and
- (c) pay the Landlord's solicitors a registration fee of £50 (plus VAT).

21.4 If the Landlord so requests, the Tenant shall promptly supply the Landlord with full details of the occupiers of the Property and the terms upon which they occupy it.

22. CLOSURE OF THE REGISTERED TITLE OF THIS LEASE

Within one month after the end of the term (and notwithstanding that the term has ended), the Tenant shall make an application to close the registered title of this lease and shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly; the Tenant shall keep the Landlord informed of the progress and completion of its application.

23. REPAIRS

23.1 The Tenant shall undertake and take responsibility for the renovation, improvements and refurbishments (to a good standard) of the Property in accordance with the Approved Planning Application.

23.2 For the purpose of paying towards the costs of the renovation referred to at clause 23.1 above, the Landlord shall transfer to the Tenant:

- (a) all amounts held in the Walberswick Parish Council Heritage Hut bank account held at HSBC; and
- (b) any additional donations or grants received by the Landlord before or after the date of this lease towards the said renovation or for the preservation of the Walberswick Village Scroll or for any ongoing operations of the Property.

Any donations received after the date of this lease will be routed directly to the Tenant to take advantage of Gift Aid. The uses of the monies received by the tenant pursuant to this clause 23.2 will be included in the Tenant's annual report to the Committee.

23.3 Any costs of the renovation referred to in clause 23.1 over and above the amounts received by the Tenant pursuant to clause 23.2 shall be borne by the Tenant in their entirety.

23.4 The Tenant shall keep the Property clean and tidy and in good repair and condition and shall ensure that any Service Media within and exclusively serving the Property is kept in good working order.

- 23.5 The Tenant shall not be liable to repair the Property to the extent that any disrepair has been caused by an Insured Risk, unless and to the extent that:
- (a) the policy of insurance of the Property has been vitiated or any insurance proceeds withheld in consequence of any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any person on the Property with the actual or implied authority of any of them; or
 - (b) the insurance cover in relation to that disrepair is excluded, limited, is unavailable or has not been extended, as mentioned in clause 7.2.

24. DECORATION

- 24.1 The Tenant shall decorate the outside and the inside of the Property as often as is reasonably necessary and also in the last three months before the end of the term.
- 24.2 All decoration shall be carried out in a good and proper manner using good quality materials that are appropriate to the Property and the Permitted Use and shall include all appropriate preparatory work.
- 24.3 All decoration carried out in the last three months of the term shall also be carried out to the satisfaction of the Landlord and using materials, designs and colours approved by the Landlord, such approval not to be unreasonably withheld or delayed.

25. ALTERATIONS

- 25.1 Except as specified on the Approved Planning Application, the Tenant shall not make any external or structural alteration or addition to the Property and shall not make any opening in any boundary structure of the Property.
- 25.2 The Tenant shall not install any Service Media on the exterior of the Property nor alter the route of any Service Media at the Property without the consent of the Landlord, such consent not to be unreasonably withheld or delayed.
- 25.3 The Tenant shall not make any internal, non-structural alteration to the Property without the consent of the Landlord, such consent not to be unreasonably withheld or delayed.

26. SIGNS

- 26.1 In this clause **Signs** include signs, fascia, placards, boards, posters and advertisements.

- 26.2 The Tenant shall not attach any Signs to the exterior of the Property or display any inside the Property so as to be seen from the outside except Signs of a design, size and number and in a position that are appropriate to the Property and the Permitted Use, without the consent of the Landlord, such consent not to be unreasonably withheld or delayed.
- 26.3 Before the end of the term, the Tenant shall, if required in writing to do so by the Landlord, remove any Signs placed by it at the Property and shall make good any damage caused to the Property by that removal.
- 26.4 The Tenant shall allow the Landlord to fix to and keep at the Property any sale or re-letting board as the Landlord reasonably requires provided that such board clearly indicates that the business carried on by the Tenant at the Property is not affected by such proposed sale.

27. RETURNING THE PROPERTY TO THE LANDLORD

- 27.1 At the end of the term the Tenant shall return the Property to the Landlord in the repair and condition required by this lease and all improvements to the Property will remain the property of the Landlord.
- 27.2 If the Landlord gives the Tenant notice in writing no later than three months before the end of the term, the Tenant shall remove items it has fixed to the Property and remove any alterations it has made to the Property and make good any damage caused to the Property by that removal to the reasonable satisfaction of the Landlord.
- 27.3 At the end of the term, the Tenant shall remove from the Property all chattels belonging to or used by it.
- 27.4 The Tenant irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels or items it has fixed to the Property and which have been left by the Tenant on the Property for more than ten working days after the end of the term. The Landlord shall not be liable to the Tenant by reason of that storage or disposal but shall take such care as may be reasonable in the removal and storage of such chattels and shall endeavour to obtain the best price possible for any such chattels disposed of. The Tenant shall indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal. If the Landlord having made reasonable efforts is unable to locate the Tenant the Landlord may keep the proceeds of sale unless the Tenant claims them within ninety days of vacation of the Property.
- 27.5 If the Tenant does not comply with its obligations in this clause, then, without prejudice to any other right or remedy of the Landlord, the Tenant shall pay the Landlord the sum of money that it would reasonably take to put the Property into the

condition it would have been in had the Tenant performed its obligations under this clause. The amount shall be a debt due on demand from the Tenant to the Landlord.

28. USE

- 28.1 The Tenant shall not use the Property for any purpose other than the Permitted Use.
- 28.2 The Tenant shall not use the Property for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Landlord, its other tenants or any other owner or occupier of neighbouring property.
- 28.3 The Tenant shall not overload any structural part of the Property nor any machinery or equipment at the Property nor any Service Media at or serving the Property.

29. COMPLIANCE WITH LAWS

- 29.1 The Tenant shall comply with all laws relating to:
- (a) the Property and the occupation and use of the Property by the Tenant;
 - (b) the care of children;
 - (c) the use or operation of all Service Media and machinery and equipment at or serving the Property whether or not used or operated, and shall, where necessary, replace or convert such Service Media within or exclusively serving the Property so that it is capable of lawful use or operation;
 - (d) any works carried out at the Property; and
 - (e) all materials kept at or disposed from the Property.
- 29.2 Without prejudice to any obligation on the Tenant to obtain any consent or approval under this lease, the Tenant shall carry out all works that are required under any law to be carried out at the Property whether by the owner or the occupier.
- 29.3 Within five working days after receipt of any notice or other communication affecting the Property (and whether or not served pursuant to any law) the Tenant shall:
- (a) send a copy of the relevant document to the Landlord; and
 - (b) take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may reasonably require but insofar as such notice affects the reversionary interest the Landlord shall pay the costs of such steps or action.
- 29.4 The Tenant shall not apply for any planning permission for the Property without the Landlord's consent not to be unreasonably withheld or delayed.

- 29.5 The Tenant shall comply with its obligations under the CDM Regulations, including all requirements in relation to the provision and maintenance of a health and safety file. The Tenant shall maintain the health and safety file for the Property in accordance with the CDM Regulations and shall give it to the Landlord at the end of the term.
- 29.6 The Tenant shall supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations.
- 29.7 As soon as the Tenant becomes aware of any defect in the Property, it shall give the Landlord notice of it. The Tenant shall indemnify the Landlord against any liability under the Defective Premises Act 1972 in relation to the Property by reason of any failure of the Tenant to comply with any of the tenant covenants in this lease.
- 29.8 The Tenant shall keep the Property equipped with all fire prevention, detection and fighting machinery and equipment and fire alarms which are required under all relevant laws or required by the insurers of the Property or reasonably recommended by them or reasonably required by the Landlord and shall keep that machinery, equipment and alarms properly maintained and available for inspection.

30. ENCROACHMENTS, OBSTRUCTIONS AND ACQUISITION OF RIGHTS

- 30.1 The Tenant shall not grant any right or licence over the Property to a third party.
- 30.2 If a third party makes or attempts to make any encroachment over the Property or takes any action by which a right may be acquired over the Property, the Tenant shall at the cost of the Landlord:
- (a) immediately inform the Landlord and shall give the Landlord notice of that encroachment or action; and
 - (b) take all reasonable and proper steps (including any proceedings) the Landlord reasonably requires to prevent or license the continuation of that encroachment or action.
- 30.3 The Tenant shall not obstruct the flow of light or air to the Property nor obstruct any means of access to the Property.
- 30.4 The Tenant shall not make any acknowledgement that the flow of light or air to the Property or that the means of access to the Property is enjoyed with the consent of any third party.

- 30.5 If any person takes or threatens to take any action to obstruct the flow of light or air to the Property or obstruct the means of access to the Property, the Tenant shall at the cost of the Landlord:
- (a) immediately inform the Landlord and shall give the Landlord notice of that action; and
 - (b) take all reasonable and proper steps (including proceedings) the Landlord reasonably requires to prevent or secure the removal of the obstruction.

31. BREACH OF REPAIR AND MAINTENANCE OBLIGATION

- 31.1 The Landlord may enter the Property at reasonable times without notice to inspect its condition and state of repair and may give the Tenant a notice of any breach of any of the tenant covenants in this lease relating to the condition or repair of the Property.
- 31.2 If the Tenant has not begun any works needed to remedy that breach within two months following that notice (or if works are required as a matter of emergency, then immediately) or if the Tenant is not carrying out the works with all due speed, then the Landlord may enter the Property and carry out the works needed if it is reasonable for the Landlord so to do.
- 31.3 The reasonable and proper costs incurred by the Landlord in carrying out any works pursuant to this clause (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand.
- 31.4 Any action taken by the Landlord pursuant to this clause shall be without prejudice to the Landlord's other rights, including those under clause 34.

32. INDEMNITY

The Tenant shall keep the Landlord indemnified against all liabilities, expenses, costs (including but not limited to any solicitors' or other professionals' costs and expenses), claims, damages and losses (including but not limited to any diminution in the value of the Landlord's interest in the Property and loss of amenity of the Property) properly and reasonably suffered or incurred by the Landlord arising out of or in connection with any material breach of any tenant covenants in this lease, or any act or omission of the Tenant, any undertenant, any Authorised User or their respective workers, contractors or agents or any other person on the Property with the actual or implied authority of any of them.

33. LANDLORD'S COVENANT FOR QUIET ENJOYMENT

The Landlord covenants with the Tenant, that, so long as the Tenant pays the rents reserved by and complies with its obligations in this lease, the Tenant shall have quiet

enjoyment of the Property without any interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this lease.

34. RE-ENTRY AND FORFEITURE

34.1 The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any of the following occurs:

- (a) any rent that is demanded is unpaid 21 days after becoming payable;
- (b) any breach of any condition of, or tenant covenant, in this lease;
- (c) an Act of Insolvency.

34.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause, this lease shall immediately end, but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant by the Tenant or any guarantor.

35. JOINT AND SEVERAL LIABILITY

35.1 Where the Tenant comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Tenant arising under this lease. The Landlord may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

35.2 Where a guarantor comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of a guarantor arising under this lease. The Landlord may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

35.3 The obligations of the Tenant and any guarantor arising by virtue of this lease are owed to the Landlord and the obligations of the Landlord are owed to the Tenant.

35.4 The Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this lease, unless and until the Tenant has given the Landlord notice of the failure and the Landlord has not remedied the failure within a reasonable time of service of that notice.

36. ENTIRE AGREEMENT

36.1 This lease constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.

36.2 Each party acknowledges that in entering into this lease it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) other than representations made by the Landlords' solicitors in written replies to enquiries submitted to the Tenant's solicitors.

36.3 Nothing in this lease constitutes or shall constitute a representation or warranty that the Property may lawfully be used for any purpose allowed by this lease.

36.4 Nothing in this clause shall limit or exclude any liability for fraud.

37. NOTICES, CONSENTS AND APPROVALS

37.1 Except where this lease specifically states that a notice need not be in writing, any notice given under or in connection with this lease shall be:

- (a) in writing and for the purposes of this clause an e-mail is not in writing; and
- (b) given by hand or by pre-paid first-class post or other next working day delivery service at the party's registered office address (if the party is a company) or (in any other case) at the party's principal place of business;

37.2 If a notice complies with the criteria in clause 37.1, whether or not this lease requires that notice to be in writing, it shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address; or
- (b) if sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting.

37.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

37.4 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this lease.

37.5 Where the consent of the Landlord is required under this lease, a consent shall only be valid if it is given by deed, unless:

- (a) it is given in writing and signed by the Landlord or a person duly authorised on its behalf; and
- (b) it expressly states that the Landlord waives the requirement for a deed in that particular case.

If a waiver is given, it shall not affect the requirement for a deed for any other consent.

37.6 Where the approval of the Landlord is required under this lease, an approval shall only be valid if it is in writing and signed by or on behalf of the Landlord, unless:

- (a) the approval is being given in a case of emergency; or
- (b) this lease expressly states that the approval need not be in writing.

37.7 If the Landlord gives a consent or approval under this lease, the giving of that consent or approval shall not imply that any consent or approval required from a third party has been obtained, nor shall it obviate the need to obtain any consent or approval from a third party.

38. GOVERNING LAW

This lease and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

39. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this lease or its subject matter or formation (including non-contractual disputes or claims).

40. EXCLUSION OF SECTIONS 24-28 OF THE LTA 1954

40.1 The parties confirm that:

- (a) the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy created by this lease, not less than 14 days before this lease was entered into;
- (b) the Tenant made a declaration dated _____ in accordance with the requirements of section 38A(3)(b) of the LTA 1954; and
- (c) there is no agreement for lease to which this lease gives effect.

40.2 The parties agree that the provisions of sections 24 to 28 of the LTA 1954 are excluded in relation to the tenancy created by this lease.

41. BREAK CLAUSE

41.1 The Tenant may terminate this lease on the Break Date by serving written notice on the Landlord no later than six months before the Break Date.

41.2 The right to serve a Break Notice is personal to the Tenant.

41.3 The Break Notice shall have no effect if:

(a) At the Break Date:

- (i) the Tenant has not paid any part of the Annual Rent, or any VAT in respect of it, or any other sums due under this lease which were due to have been paid; or
- (ii) vacant possession of the whole of the Property is not given; or
- (iii) there is a subsisting material breach of any of the tenant covenants of this lease relating to the state of repair and condition of the Property.

41.4 Subject to clause 41.3, following service of a Break Notice this lease shall determine on the Break Date.

41.5 Termination of this lease on the Break Date shall not affect any other right or remedy that either party may have in relation to any earlier breach of this lease.

42. OPTION TO RENEW

42.1 The Tenant may exercise the option to renew in Clause 42.2 if:

It first serves a notice on the Landlord (“the Initial Notice”) stating that the Tenant intends to exercise the option to renew in Clause 42.2. The Initial Notice is to be served:

- a) no earlier than two months before the beginning of the period for the exercise of that option; and
- b) no later than two months before the end of the period for exercising that option; and
- c) the Landlord:

- i. fails to serve a notice (“the Warning Notice”) in relation to the tenancy to be granted by the new lease in accordance with section 38A(3)(a) Landlord and Tenant Act 1954 within the period of one month beginning on the date of service of the Initial Notice, time being of the essence; or
- ii. serves a Warning Notice within the period of one month beginning on the date of service of the Initial Notice and the Tenant has made and provided to the Landlord a statutory declaration (“the Declaration”) in accordance with paragraph 4 of Schedule 2 to The Regulatory Reform (Business Tenancies) (England and Wales) Order 2003.

42.2 Subject to the provisions of clause 42.1, the Tenant may renew this Lease by serving written notice on the Landlord (“the Option Notice”) not more than twelve and not less than six months before the end of the Contractual Term. If the Tenant serves a valid Option Notice, the Landlord is to grant and the Tenant is to accept the grant of a new lease (“the New Lease”) of the Premises on the terms of clause 42.4 so long as:

- (a) the Tenant has paid all of the Rents under this Lease in full on or before the date of the Tenant’s notice so far as they have been demanded or are otherwise payable before the date of the Tenant’s notice;
- (b) the Tenant has substantially complied with the Tenant’s obligations in this Lease up to the date of the Tenant’s notice;
- (c) any Guarantor of the Tenant (not being a guarantor under an authorised guarantee agreement) is a party to the New Lease to guarantee the Tenant’s obligations under the New Lease;
- (d) the Tenant has paid the proper and reasonable costs of the Landlord in relation to the grant to the New Lease; and
- (e) there are no material breaches of the Tenant’s obligations in this Lease as at the expiry of the Contractual Term.

42.3 The Tenant will not be contractually bound to renew this Lease unless and until it serves a valid Option Notice on the Landlord. For the avoidance of doubt, service by the Tenant of an Initial Notice does not impose any obligation on the Tenant to serve an Option Notice.

42.4 The New Lease is:

- (a) to be granted for a term of 10 years from and including the day following the last day of the Contractual Term;
- (b) to reserve an Annual Rent equal to the amount of the Annual Rent payable under this Lease on the last day of the Contractual Term;

- (c) shall omit this clause 42 with the intent that the aggregate term to be granted to the Tenant pursuant to this Lease and the New Lease shall not in the aggregate exceed thirteen years;
- (d) to contain a reference to the agreement to exclude the provisions of sections 24, 50 and 28 Landlord and Tenant Act 1954 in relation to the tenant created by the New Lease and references, in accordance with the requirements of Schedule 2 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003, to the Warning Notice and the Declaration; and
- (e) otherwise to be on the same terms as this Lease.

42.5 If the Tenant serves a valid Option Notice:

- (a) as soon as reasonably practicable after service of the Tenant's notice, the Landlord is to prepare the draft of the New Lease and submit it to the Tenant and the Landlord and the Tenant are to use all reasonable endeavours to agree the terms of the draft of the New Lease; and
- (b) subject to the approval of the terms of the New Lease and the provision of the engrossment of the New Lease by the Landlord to the Tenant, the New Lease is to be completed as soon as reasonably practicable after the service of the Option Notice.

42.6 The option to renew in this clause 42 is to be of no effect unless the Tenant protects it by the registration of a Unilateral Notice at the Land Registry against the Title Number within one month after the date of this Lease.

42.7 The Landlord agrees not to object to the registration of a Unilateral Notice.

43. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this lease shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this lease.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed by
 the Clerk to Walberswick Parish
 Council in the presence of:

.....

.....

Executed as a deed by
the Clerk to Walberswick
Common Lands Charity
in the presence of:

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DRAFT

GOVERNANCE, PURPOSES, USES AND USERS OF THE HERITAGE HUT

The Heritage Hut will be used as a “Community Hub” in the heart of the Village. Specifically, it will provide for the secure showcase and exhibition of the Walberswick Village Scroll, serve as the Headquarters of the Parish Council and the Walberswick Common Lands Charity, be used by the Walberswick History Group to keep and share key historical documents of the village and be available, as defined, for use by qualifying ‘not for profit’ users and qualifying ‘for profit’ users as set out below. The table below sets out the authorised uses, users, and charging structure.

GOVERNANCE STRUCTURE

Primary users would have priority over other users. Use of the Hut would be via a shared booking system managed by the tenant. It would be expected that major meeting requirements would be booked annually in advance.

The Tenant will be responsible for administering a system for ensuring that all secondary and tertiary users sign an appropriate contract prior to use as set out in the Table below.

Operating expenses (power, broadband, water, office consumables, cleaning costs) will be allocated amongst the primary users on a formula to be agreed by the Management Committee taking into account available resources and likely usage. Any revenue earned through charges to Tertiary users will be used to offset these costs.

Operational issues would be resolved via a four person Heritage Hut Management Committee (the Committee) made up of one representative from each of the primary users and chaired by the tenant. The size and composition of the Management Committee can change in the future with the support of the majority of the Committee members and with the agreement of the landlord and the tenant. Meetings of the Committee, actual or virtual, would be held as and when required. Decisions would be expected to be taken on a consensus basis. The Committee cannot take a decision on a change of use or charging that is contrary to the operating requirements or regulations of the tenant or landlord or that changed the terms of this lease unless agreed at least by both the tenant and the landlord.

The Tenant will consult with the Committee, as necessary, throughout the Renovation process and thereafter as required. The tenant can propose additional improvements to the building during the retrofitting. These improvements should be considered by the Management Committee. Improvements that require additional planning permission will need to be approved by the Landlord and the Tenant. Submission of planning approval will be through the WCLC with the approval of the Walberswick Parish Council.

To ensure transparency of operation, the tenant will provide an annual report to the Committee, and that would subsequently be made publicly available at or before the Annual Parish Meeting, on the use and accounts of the Heritage Hut.

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PURPOSE, USERS, AND USES OF THE HERITAGE HUT

Purpose	Users	Uses	Charge
PRIMARY			
Headquarters	WPC WCLC	-Meetings (public and closed) -Clerk's work area including internet and phone access -Secure record and archive storage	FOC
Preserving & Sharing Village History	Walberswick History Group	-Secure archive storage -Archivist work area	FOC
Exhibition of the Walberswick Scroll	Scroll historians	-Permanent storage case -Public exhibition at set times	FOC
SECONDARY			
Village Fete and other village-wide, public celebrations held on the adjacent Village Green	Village Fete Committee Committees organising other agreed celebrations	Organisation and storage for the day of the fete and agreed number of days immediately before and after. Event support on day of event or as otherwise agreed	FOC
Education	School groups, other organised groups	Learning about Walberswick heritage, history and environment	FOC
Exhibition space	Village Artists & Craftspeople	Temporary display of works (without sale)	FOC
TERTIARY			
Exhibition and Gallery	Village Artists & Craftspeople	Temporary display of works including sale	CHARGE
EXCLUDED USES			
		Pop-up Shops or other commercial activity except as noted in Tertiary users above	
		Private parties and events	
		Sale of food, drink or alcohol	

Notes and Definitions:

1. Primary and secondary uses comply with WCLC's charitable purposes so can be provided free of charge.
2. Record and archive storage for Primary Users will be limited by the space available. Agreement on how to store and space available will be agreed by the Governance Committee.
3. A booking system will be put in place with preference given to accommodate the meeting schedule of primary users.
4. Secondary uses for public celebrations is limited to providing organisation space, power and water for approved events being held on the adjacent Village Green. Except for the Village Fete, use will be for the day of the event unless otherwise agreed with the Tenant.
5. Village artists and craftspeople: Defined as council tax or rate payers within the Parish of Walberswick and their immediate family living with them (i.e. fitting within the beneficiary class of the Charity)
6. The Charge for tertiary use to be benchmarked against the Village Hall Annex hire cost for Village groups.
7. Availability of exhibition and gallery space to be limited to ensure equitable access and to avoid risk of over-commercialisation. Initial limit will be a maximum of four days hire, with no more than two consecutive days each year, per artist. This limit can be reassessed by the Heritage Hut Management Committee.
8. All secondary and tertiary users of the Hut will be required to sign a contract that stipulates the days of use, prohibited uses, requirements for cleaning and care of the premises and charges (if any).
9. Exclusions and limitations on uses have been set so that the Heritage Hut does not compete with the Village Hall and to keep the Heritage Hut a secure environment for the primary users including the secure storage of the Scroll.