

Subject to Contract

Heads of Terms – Coronation Hall

- Premises:** The Coronation Hall Ulverston.
- Tenant:** Ulverston Coronation Hall
A charitable incorporated organisation
Registered Charity Number 1164000
- Guarantor:** Ulverston Community Enterprises Limited
Coronation Hall
County Square
Ulverston
LA12 7LZ
Company Number: 08904327
- Landlord:** South Lakeland District Council
South Lakeland House
Lowther Street
Kendal
LA9 4DQ
- Term:** Ninety Nine years commencing 1st July 2022.
- User:** For the delivery of community, civic, cultural, festival, educational, and creative events and performances, accessible to all, and focusing on the education and appreciation of the arts, and available to the public at large through direct delivery, the hiring of space, the provision of information for local activity for Ulverston and the South Lakeland area, and the support, financially or otherwise (but not through the transfer of responsibility) of other organisations or individuals in fulfilling these activities.
- Keep Open:** The Tenant shall use reasonable endeavours to make available to hire at all times, except Easter weekends being Good Friday through to Easter Sunday, all parts of the Premises normally offered for hire.
- Rent:** £1 per annum if demanded (plus VAT in the event SLDC shall opt to tax).
- Not for Profit:** Throughout the Term the Tenant shall operate as a business with primarily social objectives whose surpluses are principally reinvested for that purpose in the business or in the community.

Rates: To be paid by the Tenant.

Other Outgoings:

All utilities costs and other outgoings to be paid by the Tenant.

Repairs:

The Tenant shall keep in good repair and condition the Premises.

Decoration: The Tenant shall keep the decorations for those parts of the Premises that it is responsible for repairing in good condition throughout the Term.

Insurance: The Landlord shall insure the buildings within its block policy for full reinstatement value and the Tenant shall reimburse the cost, including any tax charge. The Tenant shall also pay the excess amount in the event of an insurance claim.

Indemnity: Tenant to indemnify the Landlord against all claims costs and convictions arising out of its use of the Premises.

Alterations: Structural and External Alterations are permitted only with Landlord's written consent, such consent not to be unreasonably withheld.

Alienation: There shall be an absolute prohibition on assignment, underletting or otherwise sharing or parting with any part of the Premises other than:

- The licensing of space for one-off or periodically occurring events
- Ancillary to the above, the licensing of cupboard space for the storage of items belonging to organisations or individuals that use the Premises on a periodic basis

Rights reserved:

In addition to the usual rights for cables, pipes and drains:

The Landlord is the freehold owner of the adjoining properties shown edged blue and edged green on the plan.

The Tenant takes this lease subject to a right of way over the area edged brown in favour of the property edged blue.

The Landlord reserves a right of way over the area edged brown to the area edged green.

The Landlord reserves the right to prescribe the route of the rights of way and from time to time to vary either or both routes.

The Tenant shall not interfere or obstruct the Landlord's right to light in respect of the areas edged blue and green.

Statute: The Tenant shall comply, at its own cost, with all statute, laws and other regulations, including any to do with energy efficiency.

Guarantee: The Guarantor guarantees the performance of the Tenant arising out of this lease.

Other Terms: The Landlord's solicitor shall draft the lease document and may incorporate other terms for the reasonable protection of the Landlord.

Costs: Each party to bear its own costs in the transaction.