

Wellington Town Council invites applications to operate the refurbished Cafe at the Bowring Park.

For further details contact: Wellington Town Council, Civic Offices, Larkin Way, Wellington, Telford TF1 1LX Tel: 01952 567697 or email to wellingtontowncouncil@telford.gov.uk

Lease expected to commence as soon as possible.



WELLINGTON TOWN COUNCIL
THE BOWRING PARK PAVILION (KIOSK), HAYGATE ROAD, WELLINGTON
STRICTLY SUBJECT TO CONTRACT AND SUBJECT TO LEASE (E&OE)

The pavilion (the white building in the picture below), is located in Wellington's Bowring Park, a large recreation ground owned by Telford & Wrekin Council. The present toilet and café facilities were totally rebuilt from the original structure in 2014 and now provide modern for users of the park. The Town Council is seeking to let the café area on a 3 year lease commencing in April 2016.



The Lessee will be subject to an annual rental payment (specific payment schedule to be agreed) and the Lessee will be responsible for water rates £75, electricity £900 and NNDR at £670 (all figures indicative and per annum), plus buildings insurance premium. There is currently no gas supply to the premises. The property has a number of security features and a fire and intruder alarm system covered by an Annual Maintenance Agreement. It is equipped with fridge, tables and chairs, crockery and cutlery

The Town Council is seeking by way of sealed tender from prospective Lessees, an offer which will include annual rental, together with proposed days and times of café operation, and an outline indication of the food service to be provided. The Town Council will want to include agreed opening days/hours and minimum café service provision as part of the terms of the Lease. It is also expected that the tenant would also loan out bowling and tennis equipment for park users to be used at the associated park facilities.

As well as the café, the building has 3 public toilets (one of which is a disabled facility accessed by a RADAR key). The Town Council currently manages and cleans these toilets on a daily basis; however, we would be willing to consider a proposal from the Lessee to manage the public toilet facilities on behalf of the Town Council. Such arrangements would form part of separate negotiations but within the tender we would ask for an indication of interest in management of the public toilets.

Please note that access will be available to view the building on Monday 14 March between 10:00am – until 1:00pm

For further details – please contact Mrs Karen Roper Town Clerk, Wellington Town Council Tel. No. 01952 567698 or by of email at karen.roper@telford.gov.uk

Wellington Town Council

**Town Mayoress
Cllr Cindy Mason-
Morris**



**Town Clerk
KAREN ROPER
B.A (Hons), DMS.**
Civic Offices
Larkin Way
Wellington
Telford TF1 1LX
Tel: 01952 567697

E Mail:
wellingtontowncouncil@telford.gov.uk
www.wellington-shropshire.gov.uk

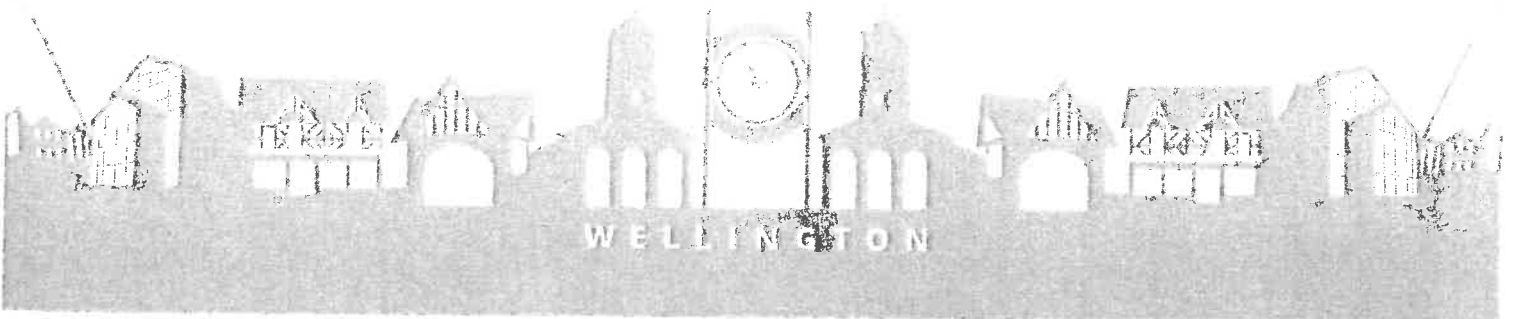
**WELLINGTON TOWN COUNCIL
AND**

**LEASE
Relating to
Lease of café at The Kiosk, The Bowring Park, Wellington, Telford.**



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**THIS LEASE is made on the XX day of XX 2018
BETWEEN**

- 1) WELINGTON TOWN COUNCIL of civic offices, Wellington, Telford, TF1 1LX
(the 'Landlord'); and

.....
.....(the 'Tenant')

IT IS HEREBY AGREED

1. INTERPRETATION

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

1.1 Definitions:

"Annual Rent":

"Building": The Kiosk at the Bowring Park, Wellington, Telford shown edged red on the plan attached to the superior lease.

"Incorporated Term" all of the terms, requirements, covenants and conditions contained in the Superior Lease:

- a) Including:
 - (i) The definitions and rules of interpretation in the Superior Lease;
 - (ii) The obligations to be observed by the Landlord (as tenant under the Superior Lease) except those specifically excluded in part (b) below;
 - (iii) The agreements and declarations contained in the Superior Lease;
 - (iv) The rights granted and reserved by the Superior Lease (including the right of re-entry and forfeiture).
- b) But excluding:
 - (i) The term granted by the Superior Lease;
 - (ii) The obligations on the Landlord (as tenant under the Superior Lease) to pay to the Superior Landlord the Superior Rent reserved by the Superior Lease;
 - (iii) The Superior Landlord's covenants;
 - (iv) Clauses 5.15, 5.17 and 5.18;
 - (v) Paragraph 10 of the Third Schedule; and any other terms of the superior Lease which are specifically excluded by the terms of this lease or substituted by the terms of this lease.



“LTA 1954”:	Landlord and Tenant Act 1954
“Permitted Use”:	use as a café/delicatessen
“Plan”:	The plan annexed to this lease
“Property”:	that part of the building comprising the café and shown edged red on the plan including all Service Media which are within that area but which serves it exclusively and excluding and load-bearing or structural part.
“Service Media”:	all media for the supply or removal of heat, electricity, gas, water, sewage and all other services and utilities and all structures, machinery and equipment ancillary to those media.
“The Superior Landlord”:	the landlord for the time being of the Superior Lease.
“The Superior Landlords Covenant’s”:	the obligations in the Superior Lease to be observed by the Superior Landlord.
“The Superior Lease”:	the lease by virtue of which the Landlord holds the property, which is dated XX 2018 and made between (1) Borough of Telford and Wrekin and (2) the landlord and any documents supplemental to it
“The Superior Rent”:	the rent payable pursuant to clause 2 of the Superior Lease.
“Term”:	the initial term of 6 months from and including the date of this lease.
“VAT”:	value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

- 1.2 A reference to this “lease”, except a reference to the date 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 the lease.
- 1.4 Unless the context otherwise requires, references to the “Building” and the “Property” are to the whole and any part of them or it.
- 1.5 A reference to the “end of Term” is to the end of the Term however it ends.
- 1.6 A **working day** is any day which is not a Saturday, a Sunday a bank holiday or a public holiday in England.

- 1.7 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.
- 1.8 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.
- 1.9 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.
- 1.10 A "person" includes a natural person, corporate or unincorporated body (Whether or not having separate legal personality)
- 1.11 Unless the context otherwise requires, references to clauses are to the clauses of this lease.
- 1.12 Clause headings shall not affect the interpretation of this lease.
- 1.13 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, phrase or term preceding those terms.
- 1.14 Unless the context otherwise requires, a reference to one gender shall include a reference to other genders.
- 1.15 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

2. GRANT

- 2.1 The landlord lets the property to the Tenant for the term.
- 2.2 The matter excepted and reserved by the Superior Lease for the benefit of the Superior Landlord are excepted and reserved for the benefit of the landlord and the Superior Landlord by this lease.
- 2.3 This grant is made on the terms of this lease which include the incorporated terms as if they were set out in full in this lease.
- 2.4 The grant is made with the Tenant paying to the Landlord as rent, the Annual Rent and all VAT in respect of it, and all other sums due under this lease.

3. THE ANNUAL RENT AND OTHER PAYMENTS

- 3.1 The initial agreement will be for a 6 month trial period with termination on either side of one calendar month
- 3.2 Rent shall be free of charge for the first 12 months and reviewed on or before 1st April 2019
- 3.3 The Tenant shall pay any agreed Annual Rent in respect of it by twelve equal instalments in advance on the first day of each month.
- 3.4 The first instalment of the Annual Rent in respect of it shall be made on the date of this lease and shall be the proportion, calculated on a daily basis, in

respect of the period beginning on, and including, the date of this lease and ending on, and including, the day before the next rent payment date.

- 3.5 The Tenant shall pay all costs in connection with the supply and removal of electric, gas, water, sewage, telecommunications and data and other services and utilities to or from the Property. If any such costs are charged in respect of the Property.
- 3.6 The Tenant shall pay all rates, taxes and other impositions and outgoings payable in respect of the Property, its use 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.
- If any such rates, taxes or other impositions and outgoing are payable in respect of the Property together with other property (including the remainder or any other part of the Building) the Tenant shall pay a fair proportion (determined conclusively by the Landlord except as to questions of the law and in the absence of any manifest error) of the total.
- 3.7 All sums payable by the Tenant are exclusive of any VAT that may be chargeable and the Tenant shall pay VAT in respect of all taxable supplies made to it in connection with this lease. Each obligation on the Tenant under or in connection with this lease to pay, refund or to indemnify the Landlord or any other person any money or against any liability includes an obligation to pay, refund or indemnify against any VAT, or an amount equal to any VAT, chargeable in respect of it.
- 3.8 The Tenant shall pay the costs and expenses (assessed on a full indemnity basis) of the Landlord, including and solicitors' or other professionals' costs and expenses and whether incurred during or after the end of the Term, in connection with or in contemplation of the enforcement of the tenant covenants of this lease and with any consent applied for in connection with this lease and the preparation and serving of any notice in connection with the 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.
- 3.9 If any Annual rent or any other money payable under this lease has not been paid by the date it is due, whether it has been formally demanded or not, the Tenant shall pay the landlord interest on that amount at the 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.
- 3.10 The Annual rent and all other money due under this lease are to be paid by the Tenant without deduction, counterclaim or set-off.

4. INSURANCE

- 4.1 The Landlord shall keep the Building (other than any plate glass or window glass) insured against loss or damage by fire and such other risks

pursuant to its obligations contained in paragraph 10 of the Third Schedule of the Superior Lease.

5 PROHIBITION OF DEALINGS

The Tenant shall not assign, underlet, charge, part with or share possession or share occupation of this lease or the Property.

6 REPAIRS AND DECORATION

6.1 The Tenant shall keep the Property clean and tidy, including cleaning the inside and outside of the windows at the property, shall make good any damage caused to the Property by any act or omission of the Tenant or any person under the control of the Tenant.

6.2 The Tenant shall replace any plate glass or other window glass that becomes cracked or broken.

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, or their workers, contractors or agent's 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.
- (c) The Tenant shall take care of the adjoining 3 public toilets that shall be open whilst the Café / business is open.
- (d) Additional opening times shall be identified in agreement with the Town Council.
- (e) The 3 public toilets will be kept clean and properly supplied with consumables
- (f) The Town Council will responsible for any repairs
- (g) The cost of consumables will be claimed back from the Town Council

7. ALTERATIONS AND SIGNS

7.1 The Tenant shall not make any alteration to the Property (including and Service Media forming part of the property)

7.2 The Tenant shall not attach any sign, poster or advertisement to the Property so as to be seen from the outside of the Building, other than:

- (a) a shop fascia of a design and size approved by the landlord; and
- (b) such trade posters, notices and advertisements of a design, size and number and in positions that is appropriate to the nature and location of the Property and to the permitted Use.



8. BREACH OF REPAIR AND MAINTENANCE OBLIGATIONS

The Landlord may enter the property to inspect its condition and may give the Tenant a notice of any breach of any of the tenant covenants in this lease relating to the condition of the Property. The Tenant shall carry out and complete any works needed to remedy that breach within the time reasonably required by the Landlord, in default of which the Landlord may enter the Property and carry out the works needed. The costs incurred by the Landlord in carrying out any works pursuant to this clause (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.

9. USE

9.1 The Tenant shall not use the Property for any purpose except the Permitted Use.

9.2 The Tenant shall not leave any refuse on any street or pavement outside the Property except at such times and in such a manner as accord with the arrangements for the collection of refuse from the Property by the local authority.

9.3 The Tenant shall not use the property, or exercise any of the Rights:

(a) for any illegal purpose; or

(b) for any purpose or in a manner that would cause any loss, nuisance or inconvenience to the Landlord, the other tenants or occupiers of the Building or any owner or occupier of any other property; or

(c) in any way that would vitiate the Landlords insurance of the Building; or

(d) in a manner that interferes with nay right subject to which this lease is granted.

9.4 The Tenant shall not overload any structural part of the Building nor any Service Media at or serving the Property.

10. COMPLIANCE WITH LAWS

The Tenant shall comply with all laws relating to the Property and the occupation and use of the Property by the Tenant, to the use of all Service Media and machinery and equipment at or serving the Property, and to all materials kept at or disposed from the Property.

11. RETURNING THE PROPERTY TO THE LANDLORD

11.1 At the end of the term, the Tenant shall return the property to the Landlord in the condition required by this lease and shall remove from the property all stock and chattels belonging to or used by it.

11.2 The Tenant irrevocably appoints the landlord to be the Tenants agent to store or dispose of any stock, chattels, fittings 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. The Tenant shall indemnify the landlord in respect of any claim made by a third party in relation to that storage or disposal.

12. 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 Landlords interest in the Property and loss of amenity of the Property) suffered or incurred by the Landlord arising out of or in connection with any breach of any tenant covenants in this lease, or any act or omission of the Tenant or any person on the Property or the Building with its actual or implied authority.

13. LANDLORDS 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.

14. RE-ENTRY AND FORFEITURE

14.1 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 occur:

(a) any rent is unpaid 21 days after becoming payable whether it has been formally demanded or not: or

(b) any breach of any condition or tenant covenant of this lease.

14.2 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 antecedent breach of the tenant covenants of this lease.

15. JOINT AND SEVERAL LIABILITY

15.1 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.

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

15.3 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.

16. NOTICES

16.1 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 email 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 principle place of business.

16.2 If a notice complies with the criteria in clause 16.1, 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;
- (b) if sent by pre-paid first class post or other next working day delivery service, on the second working day after posting.

16.3 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.

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

16.5 Within five working days after receipt of any notice or other communication affecting the Property or the Building the Tenant shall send a copy of the relevant document to the Landlord.

17. ENTIRE AGREEMENT

17.1 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.

17.2 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.

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

18. GOVERNING LAW

This lease and any dispute or claim arising out of it 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.

19. 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)

20. MISCELLANEOUS

20.1 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 (statutory) declaration dated XX in accordance with the requirements of section 38A (3)(b) of the LTA 1954

20.2 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.

20.3 The Landlord shall have the right to determine this lease at any time if the Property is damaged by any insured peril or acts of a third party or in the opinion of the Landlord the Property is no longer viable to continue to be used for the Permitted Use then providing the Landlord gives to the Tenant not less than two months' notice in writing then upon expiry of such notice the Term shall immediately cease and determine but without prejudice to the respective rights of either party in respect of any antecedent claim or breach of covenant.

20.4 The Landlord shall have the right to determine this lease on each anniversary date of the term on giving not less than three months prior notice in writing to the Tenant then upon the expiry of such notice the Term shall immediately cease and determine but without prejudice to the respective rights of either party in respect of any antecedent claim or breach of covenant.

20.5 The Tenant shall have the right to determine this lease on each anniversary date of the term on giving not less than three months prior notice in writing to the Landlord and shall up to the time of such determination pay the rents reserved by this Lease then upon the expiry of such notice and upon providing the Landlord with vacant possession the Term shall immediately cease and determine but without prejudice to the respective rights of either party in respect of any antecedent claim or breach of covenant.

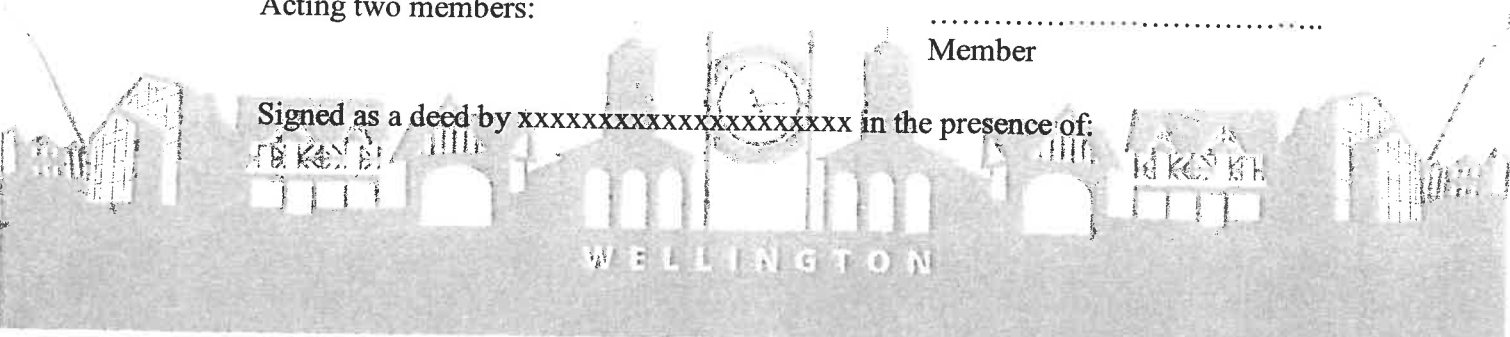
20.6 A person who is not a party to this lease shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this lease.

IN WITNESS whereof this document has been executed as a deed and delivered on the date first stated above.

Executed as a deed by
WELLINGTON TOWN COUNCIL
Acting two members:

.....
Member
.....
Member

Signed as a deed by xxxxxxxxxxxxxxxxxxxxxxxx in the presence of:



.....

.....

Witness:
Signature:
Name:
Address:

