

Part 1. Community Use Covenants

The covenants and other obligations set out below in the Community Use Provisions

Community Use Provisions

1. Introduction

These provisions govern the basis on which the Property shall, after the Practical Completion Date, be made available for Community Use, the eligibility criteria for such use, and the basis for charging for such use. These provisions may only be varied or amended by written agreement between the Landlord, the Tenant and the Trust.

2. Definitions

Additional Community Rooms

means:

- (a) the Nelson and Telfer Rooms; and
- (b) private dining, hospitality and meeting rooms;

which are owned freehold by the Landlord and identified on the Community Use Areas Plans in this Schedule 2 on a floor by floor basis, as may be revised from time to time with the prior consent of the Landlord and the Trust

Commercial Use

means any use which is not Community Use

Community Use

means:

- (a) use of a Community Use Area by a Qualifying Community Group; and
- (b) use of the Trust Property in accordance with the charitable objects of the Trust;

subject to any User Restrictions as may be agreed with the Landlord and Trust from time to time in accordance with Paragraph 4.6

Community Use Areas

means :

- (a) the Trust Property; and
- (b) the Additional Community Rooms

Community Use Eligibility Criteria

means bodies which are either -

- (i) subject to Paragraph 4.3, a registered charity providing services to residents to, and based wholly or predominantly in, the Borough of Ealing; or

(ii) a Community Group within the meaning of Paragraph 4.2.

Community Use Periods	means the periods described in Paragraph 6
Community Use Rates	means the rates set out in Table 1
Community Use Working Group:	means the group established pursuant to Paragraph 3 as a forum for review of the operation of these Community Use Provisions
Multiple Booking Discount	means the discount on the Community Use Rate referred to in Table 2
Practical Completion Date	shall have the same meaning as defined in Schedule 2 to the Agreement for Lease
Qualifying Community Group	means any organisation meeting the Community Use Eligibility Criteria, or a school or college operating in the Borough of Ealing (not for profit)
Trust Property	means: (a) the Victoria Hall; and (b) the Queen's Hall which are held by the Landlord (as freehold owner) in its capacity as sole trustee for the Trust and identified on the Community Use Areas Plans in this Schedule 2
User Restrictions	means such reasonable restrictions on the types of use to be permitted in the Property having regard to the needs of other users, the building, and other factors, consistent with encouraging Community Use, as may be agreed pursuant to Paragraph 4.6

3. Community Use Working Group

3.1 The Tenant, Landlord and Trust shall establish a working group comprising 4 representatives of each party for the purposes of monitoring and reviewing the operation of these Community Use Provisions. The Community Use Working Group may co-opt members from the community and generally regulate its business (including attendance) as it sees fit, consistent with the purposes of the Community Use Working Group.

3.2 The purposes of the Community Use Working Group shall be -

3.2.1 to consider and comment on the Tenant's Parties' policies or procedures relating to the administration of Bookings (including any User Restrictions);

3.2.2 to monitor observance of this Community Use Protocol, and to report any non-observance to the Landlord and the Trust;

3.2.23.2.3 to generally act as a Forum for discussion between the Parties, and with the community, regarding Community Use.

3.3 The Community Use Working Group shall meet not less than quarterly in the first two years following the date of this Lease and not less than every six (6) months following the date falling two (2) years after the Practical Completion Date.

3.4 Without prejudice to Paragraph 3.2, in the period prior to the Practical Completion Date, and during the Term, the Community Use Working Group may consider and recommend means by which the Parties, acting jointly, shall enable future use of the Property for Community Use, including by organisations currently using the Property.

4. Organisations able to use the Property for Community Use

4.1 The TenantParties shall, in accordance with the Community Use Covenant and Paragraph 5, provide for Qualifying Community Groups to be able to make bookings for Community Use during Community Use Periods at the Community Use Rates, under and in accordance with these Community Use Provisions.

4.2 A body shall be a Qualifying Community Group provided that -

4.2.1 it is based wholly or mainly in the Borough of Ealing (evidenced by means of its invoice address); and

4.2.2 in the case of an organisation not being a registered charity -

- (i) at least 60% of its membership lives in the Borough of Ealing evidenced (a) in the case of an existing community group by means of its membership list showing details only of the first part of the postcode and the first number of the second part of the postcode for all members, and (b) in the case of a new community group by means of details of how the community group intends to promote itself to residents of the Borough of Ealing, together with production of a membership list in accordance with (a) by no later than six months after being established;
- (ii) the constitution/terms of reference/aims of the community group must state that a key aim/purpose is to provide a service to residents of the Borough of Ealing; and
- (iii) it operates as a non-profit making organisation;

4.3 In the case of a registered charity the Trust and/or the Tenant shall seek proof of status by requiring the organisation to provide its registered charity number for verification on headed paper.

4.4 In the event of any uncertainty or dispute regarding whether an organisation meets the Community Use Eligibility Criteria, the Trust and/or the Tenant shall seek advice from each other and the Head of Hospitality & Events (or equivalent) at Ealing Council ~~and the Trust.~~

~~4.5 Where a booking has been made by an organisation not providing satisfactory evidence of being a Qualifying Community Group within two weeks of being requested to do so, the Tenant may convert the booking from being for Community Use to a Commercial Use (or may cancel the booking altogether and refund any booking fee paid).~~

4.6.4.5 The Parties may from time to time discuss and agree reasonable User Restrictions to ensure that the Property is used only for purposes appropriate for the Property, provided always these are fully consistent with suitable Community Use and are in no way discriminatory or unlawful.

4.6 The Trust and Tenant shall permit any Qualifying Community Group making a booking under this paragraph 4 to use of the relevant Community Use Area in accordance with the booking made, subject to any User Restrictions or cause outside the Trust and/or Tenant's control.

5. Management of Bookings

5.1 ~~The Tenant shall manage~~The Trust shall, in consultation with the Tenant where any practical arrangements are required for compliance with these Community Use Provisions (save in relation to the Queen's Hall):

5.1.1 ~~make arrangements for all bookings for Community Use and (and the Tenant shall be responsible for managing all bookings for Commercial Use);~~

5.1.2 ~~give priority to Community Use bookings over Commercial Use bookings by use of an advance booking system, or such other system as the Parties may agree to be a suitable means of prioritising Community Use bookings from time to time; and~~

5.1.3 ~~actively promote Community Use by displaying advertisements at the Property and/or on the website for the Property to encourage the same, or by such other suitable means having regard to any booking policies or procedures notified to and discussed with the Community Use Working Group, and any User Restrictions.~~

5.2 The bookings policies and procedures shall -

- 5.2.1 apply the Community Use Rate in respect of bookings for Community Use;
- 5.2.2 apply the Multiple Bookings Discount; and
- 5.2.3 provide for Qualifying Community Groups to make booking up to 12 months in advance.

5.3 The Trust, in consultation with the Landlord where any practical or administrative arrangements are required:

5.3.1 for compliance with these Community Use Provisions; and/or

5.3.2 by the Landlord, in connection with its capacity as both tenant of the DRP Underlease and landlord of the Queen's Hall Sub-underlease;

shall make arrangements for all Community Use bookings and bookings policies and procedures relating to the Queen's Hall in accordance with these Community Use Provisions.

5.4 The Parties agree and acknowledge that:

5.4.1 from time to time, the Landlord may require priority use of the Community Use Areas for the purpose of compliance with its statutory duties relating to elections (including, without limitation, any snap elections); and that

5.4.2 in such circumstances, subject to the Landlord providing the Trust and the Tenant with reasonable prior written notice of the times, dates and any practical arrangements required, the Landlord will be provided with such priority use of the Community Use Areas (over both Community Use and Commercial Use) at basic rates, covering the cost of staffing and the supply of utilities to the relevant rooms for the required periods only.

6. Community Use Periods

6.1 The Community Use Areas shall be available for Community Use during the Community Use Periods shown in Table 1, as the same may be varied from time to time with the agreement of the Landlord and the Trust.

6.2 Priority hire of the Community Use Areas during the Community Use Periods will be given to recurring users of the Community Use Areas by means of contacting them sufficiently in advance to determine their future Community Use requirements.

7. Community Use Areas

7.1 The agreed Community Use Areas shall be those shown edged red on the Community Use Areas Plans in this Schedule 2. Throughout the Term, unless agreed

by the Landlord and Trust, the Additional Community Rooms shall never be less than as shown in Table 3.

7.2 Throughout the Term, the Tenant shall comply with its obligations under Clause 32 (Alterations) of the Lease.

8. Community Use Rates

8.1 The Community Use Rates shall be as set out in Table 1 (increased annually by the Retail Price Index (RPI)), which the Parties agree reflect the upgraded Community Use Areas by way of a 10% uplift.

8.2 The rates shown in Table 1 shall apply for a period of ten (10) years following the re-opening of the Town Hall. In the period of twelve (12) months prior to the end of year ten, the Landlord, Tenant and Trust shall review the Community Use Provisions and the Community Use Rates, on the basis that Qualifying Community Groups may continue to use the Property at rates which are affordable. For these purposes it is agreed that "affordable" shall reflect the prevailing discount at that time and be based on benchmarking the new Community Use Rates at 60% of any equivalent rate(s) charged by the Tenant for Commercial Use of the Community Use Areas of the Property.

9. Community Use in relation to Promotion of Public Health

9.1 In addition to Community Use by Qualifying Community Groups, the Trust and/or the Tenant (as appropriate) shall apply the Community Use Rate to all bookings made in respect of Community Use Areas by organisations providing dance and exercise classes where the organisation can demonstrate that it is providing valuable services to the residents of the Borough of Ealing and charging a fair price to individuals for the classes. The Community Use Area for dance and exercise classes (the Telfer Room) will maintain its wooden floors-suitable flooring for this purpose.

9.2 Any booking made under this Paragraph 9 shall be only in respect of Community Use Areas (subject to Paragraph 9.3) during the periods Monday to Friday (9am - 10pm) and Saturday and Sunday (9am - 5pm), and provided that there is a minimum booking period of two (2) hours on Mondays to Fridays, and of four (4) hours on Saturdays and Sundays.

9.3 ~~The~~Neither the Victoria Hall or the Queen's Hall will ~~not~~ be available under this Paragraph 9 after 5pm on Friday or on Saturday ~~or~~, Sunday or bank holidays.

10. Records

~~10.4~~ The Trust and the Tenant shall maintain records of all Community Use and these will be reviewed quarterly for the first year and thereafter every 6 months by the

Community Use Working Group, including in relation to observance of this Community Use Protocol.

11. Transitional Arrangements

Prior to the re-opening of the Property, the Tenant shall confirm to the Landlord and the Trust its planned arrangements for bookings (and any associated notification to current users of the Property) and shall take into account any comments made by the Landlord and/or the Trust-, including (without limitation) the Trust's requirements for its management of Community Use bookings pursuant to these Community Use Provisions.

12. Disputes

12.1 In the event of any dispute or difference arising between the parties in relation to these Community Use Provisions, the parties shall first use all reasonable endeavours to resolve the same as soon as reasonably practicable. In doing so, any party may refer the dispute or difference in question to the Community Use Working Group, who shall be entitled to make reasonable recommendations for the resolution of the same and which the parties shall have due regard to.

12.2 If any dispute or difference between the parties cannot be resolved pursuant to Paragraph 12.1 within 60 Working Days of the same arising, such dispute or difference may be referred for determination by an expert independent of the parties and who in any case shall have been qualified for not less than 10 years and shall be experienced in dealing with matters relating to the dispute in question. Such appropriate expert shall be appointed by agreement between the parties or failing agreement within 5 Working Days of a party giving the others written notice requesting them to agree on the appointment of an expert, shall be appointed by the President for the time being of the relevant professional body (or if there is no such President, by the President for the time being of the Law Society or the President of the Royal Institution of Chartered Surveyors on the application of a party) and:

12.2.1 such person shall act as an expert and his decision shall be final and binding on the parties hereto

12.2.2 he shall consider all written representations made on behalf of the parties which shall be delivered to him within 10 Working Days of notice of his appointment and he shall use all reasonable endeavours to give his decision as speedily as possible

12.2.3 if he dies or refuses or is unable to act the procedure for appointment shall be repeated as often as necessary; and

12.2.4 his fees and the costs of his appointment shall be payable by the parties hereto in such proportions as he shall determine or in default of such determination equally between them.

12.3 The appointment of any expert pursuant to this Paragraph 12 shall be without prejudice to the right of any party to settle the dispute or claim in question by application to court or by such other dispute resolution procedure as that party considers to be suitable, having regard to the nature of the dispute or claim in question.

Table 1 - Community Use Periods and Community Use Rates

Note: Peak Hourly Rate means the rate charged by the Tenant as they determine from time to time, unless shown otherwise.

	Community Use Hourly Rate	Community Use Hourly Rate	Peak Hourly Rate
Community Use Period	Monday to Thursday. 9am to 12 am (midnight) Friday. 9am to 5pm	Friday. 5pm to 12am (midnight)	Saturday, Sunday, and Bank holidays 9am to 12am (midnight)
Community Use Area			
(a) Trust Property			
Victoria Hall	£127	n/a	£402
Queen's Hall	£68	£68 n/a	£198
(b) Additional Community Rooms			
Nelson Room	£68	£68	£220
Telfer Room	£68	£68	£198
Telfer Room (dance and exercise classes only)	£68 (£45 for youth classes)	£68 (£45 for youth classes)	£68 (£45 for youth classes) 9am - 5pm only
Ground -Private dining	£30	£30	£198

Basement - Hospitality area	£110	£110	£198
Basement - meeting 1	£30	£30	£43 **
Basement - meeting 2	£26	£26	£43 **
Basement - meeting 3	£26	£26	£43 **
Hospitality package - (Limited to 1 per hirer per month in peak periods, booking <u>to be made</u> within 3 months of hire use)		Sat, Sun and & Bank holidays 9am - 12am	
Victoria Hall - Ealing Town Hall	10 hours room hire including standard lighting scheme		£1,925
<u>Queen's Hall</u>	<u>7 hours room hire including standard lighting scheme</u>		<u>£775</u>

***Note:** 6 hour minimum booking at peak times unless meeting room is to be used in conjunction with ~~Trust Property, Nelson Room or Telfer Room~~Victoria Hall.

Table 2 -The Multiple Booking Discount

Bookings Made in One Transaction within the financial year (April - March)	Discount Applicable
2 - 5	10%
6 - 10	12.5%
11 - 20	15%
21 - 35	20%
35 - 50	50%

Table 3 - Minimum Additional Community Room Areas

Floor - Room	Sq.m	Sq.ft
Basement - Hospitality Area	220	2,368
Basement - Meeting 1	Indicative 48	Indicative 517
Basement - Meeting 2	Indicative 35	Indicative 377
Basement - Meeting 3	Indicative 35	Indicative 377
NB These are indicative areas and the requirement is for 3 rooms providing the total area, configured to meet community use needs, and with an ability to move partitions so that a larger space is available.		
TOTAL	118	1,271
Ground - Telfer room	109	1,173
Ground - Private dining	44	474
First - Nelson room	103	1,109
First - Function room	38	409
TOTAL	632	6,804

Community Use Areas Plans

(1) Trust Property

- a. Victoria Hall (edged red)

b. Queen's Hall (edged and cross-hatched black)

(2) Additional Community Rooms

- a. Lower Ground Floor (edged red)

b. Ground Floor (edged red)

c. First Floor (edged red)

Part 2. Victoria Hall Covenants

- 1 The Tenant covenants with the Landlord and the Trust to make available to the Landlord or such other person firm company or other organisation nominated by the Landlord (Nominee) (and all persons authorised by the Landlord or any Nominee) Victoria Hall and all necessary access and egress to and from Victoria Hall along and over any part of the Property and to the use of toilet and washroom and kitchen facilities within the Property reasonably required by the Landlord for such purpose for up to 10 full days per annum in each year of the term.
- 2 As soon as reasonably practicable prior to or after the commencement of each year of the term (each year being the “**Relevant Year**”), the Landlord shall be entitled to serve written notice upon the Tenant nominating up to 20 full days in the Relevant Year on which it (or any Nominee) provisionally intends to use Victoria Hall in accordance with paragraph 1. For the avoidance of doubt, if the Landlord has nominated less than 20 days in accordance with paragraph 2 before the commencement of any Relevant Year, the Landlord shall not be precluded from serving further notice or notices on the Tenant during the course of that Relevant Year to nominate the balance of days available for nomination.
- 3 The Landlord shall be entitled to notify the Tenant of its nominations in accordance with paragraph 2 by serving one or more written notices on the Tenant, provided that the aggregate number of days nominated in those notices does not exceed 20.
- 4 The Landlord shall confirm the dates of the 10 full days on which it (or any Nominee) will use Victoria Hall in accordance with paragraph 1 on service of not less than three months’ written notice upon the Tenant in advance of each such day, the 10 such days having previously been nominated by the Landlord in accordance with paragraphs 2 and 3 of this Part 2 of Schedule 2.
- 5 The Tenant shall notify the Landlord in writing of any intention to accept a booking or other arrangement for the Tenant or any other person to use the Victoria Hall for any day part of a day or number of days that conflict or conflicts with any day or days already nominated by the Landlord in accordance with the procedure set out at paragraphs 2 and 3 of this Part 2 of Schedule 2 and shall not accept the same without the prior written consent of the Landlord (which shall be deemed to have been given if no response is received within 5 Working Days of a request for consent, save that the Landlord’s consent shall never be given or deemed to have been given to requests for bookings under this paragraph 5 that conflict with any confirmed bookings of Victoria Hall that have already been notified by the Landlord to the Tenant in accordance with paragraph 4).
- 6 Without prejudice to the generality of the provisions of paragraphs 1 to 5 (inclusive) of this Schedule the Landlord and the Tenant shall act reasonably co-operate with each other and keep each other as informed as is reasonably practicable as to their respective requirements for the use of the Victoria Hall from time to time and shall seek to resolve as amicably as possible any actual or potential conflict between their respective requirements. Without prejudice to the generality of the foregoing the Landlord shall use reasonable endeavours to notify the Tenant as soon as reasonably practicable prior to or after the beginning of each year of the term of any dates likely to be required for such purpose or weeks in which those dates are likely to fall in the forthcoming or current year of the term but shall not be bound by any such notification or to any dates or weeks specified in that notification.

7 The use of Victoria Hall (and all facilities contained within the same, including but not limited to the furniture and audio visual equipment) pursuant to this Part 2 of Schedule 2 shall be free of charge to the Landlord and any Nominee.

8 For the avoidance of doubt in relation to any events held at Victoria Hall pursuant to this Part 2 of Schedule 2, the Landlord and any Nominee shall be entitled to:

8.1 provide its own food and/or drink and/or (subject to paragraph 9) appoint any external catering companies or other providers of food and/or drink (in each case including but not limited to the provision of bar and catering staff and equipment) free of additional charge to the Landlord (including corkage charges), and including access to adequate kitchen facilities and such other suitable parts of the Property as the Landlord, Nominee and/or catering company or provider may reasonably require for the finishing of food, to cater for such numbers of guests as are permitted by the laws referred to in clause 36.1.1 of this lease (which for the avoidance of doubt shall include (without limitation) adequate access to running water, a plating/clearing area and electrical connections for the operation of turbo ovens and hot cupboards); and/or

8.2 appoint the Tenant's internal catering services for the provision of food and/or drink (including but not limited to the provision of bar and catering staff and equipment), the cost of the provision of such services to be charged to the Landlord in accordance with published hotel catering rates at the date of the relevant event subject to a discount to be agreed in writing between the Landlord and Tenant, each acting reasonably, prior to each relevant event;

and the Landlord shall confirm to the Tenant, on serving notice in accordance with paragraph 4, which of the catering arrangements (as specified at subparagraphs 8.1 and 8.2 above) it will be using or intends to use.

9 The use of the kitchen facilities at the Property by the Landlord, its Nominee or any external catering companies or other providers of food and/or drink appointed in accordance with paragraph 8.1 shall only be permitted if, on request, the person or persons intending to use said kitchen facilities provide the Tenant with:

9.1 evidence of public liability insurance with a minimum cover of £5,000,000;

9.2 evidence of employer's liability insurance with a minimum cover of £10,000,000;

9.3 food hygiene certificates (for all chefs that will be at the Property);

9.4 a Council Hygiene Star Rating Certificate;

9.5 a Risk Assessment and a Hazard Analysis Critical Control Point plan or plans; and

9.6 two satisfactory references in relation to catering services previously provided for events at established conference and meeting venues.

10 The Tenant, the Landlord and the Trust shall each observe perform and comply with the provisions of the Community Use Covenants insofar as the same relate to the

Victoria Hall and are not inconsistent with paragraphs 1-5 (inclusive) of this Part 2 Schedule 2.