**SATC Clauses – Leasehold.**

1. ***The following clauses must be formatted and inserted into the lease.***

**Parties:**

THE SCOUT ASSOCIATION TRUST CORPORATION a charitable company limited by guarantee with registered company number 00295739 and registered charity number 306102 whose registered office is at Gilwell Park, Chingford, London E4 7QW (the Corporation) holding title as custodian trustee for the [FULL NAME OF GROUP/DISTRICT/COUNTY/] (the [Group]/[District]/[County])

**Recitals:**

The Group is a body formed and recognised by The Scout Association in accordance with its Policy, Organisation and Rules; and

This Lease is supplemental to a Declaration of Trust made by the Corporation dated l6 June l982 (the Deed);

The Corporation holds the title as Custodian Trustee on behalf of the [Group]/[District]/[County]

**Liability:**

Corporation Liability

The Corporation holds title as custodian trustee on behalf of the [Group][District][County] and does not have responsibility for the performance of the covenants contained in this lease with such responsibility vesting in the trustees of the [Group]/[District]/[County].

The Corporation shall not be liable for breaches of the covenants contained in this lease but nothing herein contained shall affect any powers or remedies of the Landlord in respect of any breach non-observance or non-performance of the said covenants.

Liability for breaches of the covenants in this Lease will only accrue to such trustees who are appointed to the [Group]/[District]/[County] and serving as at the day of any breach under the Lease or are serving at any time during the period of any continuing breach.

**Charities Clause:**

Charities Act 2011

The [Premises/Property] will, as a result of this Lease, be held in trust for [Group]/[District]/[County] a non-exempt charity, and the restrictions on disposition imposed by sections 117 to 121 of the Charities Act 2011 will apply to the [Premises/Property] (subject to section 117(3) of that Act).

**Restriction:**

The parties to this lease apply to enter the following standard form of restriction against the title of the Property:

No disposition by the proprietor of the registered estate to which sections 117 to 121 or section 124 of the Charities Act 2011 applies is to be registered unless the instrument contains a certificate complying with section 122(3) or section 125(2) of that Act, as appropriate.

1. ***Optional clause for the Group/District/County liability.***

This is a suggested clause and SATC does not insist that this calsue be included in the lease. Liability is a matter for negotiation, and you should take separate independent legal advice regarding the lease in general and your scouting body’s liability under the lease. The Corporation accepts no liability and acts in the restricted capacity as a holding trustee. Accordingly, the usual tenants' liability remains as a matter between yourselves and the Landlord.

The Group/District/County’s Liability

The liability of the [Group][District][County] arising out of this Lease or any matters connected with it (including any indemnity or guarantee) shall be limited to the value of the assets of the [Group][District][County].

1. ***Execution Clause***

Executed as a deed by

THE SCOUT ASSOCIATION TRUST CORPORATION

acting by two directors

Signature of Director: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Director: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please send a copy of the Lease to the legal department at SATC before confirming to any other parties that the document is agreed.