

**The Methodist Property Office – Resourcing Mission**

**SCHEDULE 6**

**LEASES**

**Application for permission to allow the lease of Methodist premises to others**

At \_\_\_\_\_

Full postal address of property to be leased \_\_\_\_\_

\_\_\_\_\_

Circuit \_\_\_\_\_ No \_\_\_\_ / \_\_\_\_

- Notes**
- *In the case of a lease the managing trustees must be advised by a qualified surveyor as to the appropriate rent.*
  - *A solicitor must be appointed to draft the lease for approval by Methodist Property Office before signature by the managing trustees and to consult with the Committee as to precedent agreements.*
  - *The "heads of Agreement" on page 3 of this schedule should be followed by the solicitor.*

**Please give the following information.**

**(leases for 7 years or more)**

**Who is the Qualified Surveyor appointed to give a report as required by the Charities (Qualified Surveyors Report) Regulations 1992?**

Name

Address

**Who is the solicitor appointed to act on behalf of the managing trustees and to draft legal documents for approval by the connexional Property Committee?**

Name

Address

1. **What is the purpose for which the property will be used?**

2. **What is the name and address of the proposed tenant? (if known)**

3. **What are the exact rooms involved in the lease?**

4. What rental is to be paid by the tenants free from all deductions and for what period?  
(see Heads of Agreement 2)

£.....per annum for.....years

5. Has the rental been certified by a qualified surveyor and valuer acting for the managing trustees?  
(See Heads of Agreement 1)

6. Will the leasehold agreement be in accordance with the Heads of Agreement as suggested overleaf?

7. What other accommodation will be available for use of the Church for worship, Sunday School, fellowship, youth and other purposes?

8. What proposals are made for use of the annual income from this lease? (See S.O. 915 (2)(iii))

9. What is the present position of the Trust as to balances in hand or debt on:

(a) Capital Account £.....

(b) Current Account £.....

## **HEADS OF AGREEMENT**

In addition to matters peculiar to specific cases, the general points to be included in any leasing agreement are:-

1. The payment of the best rental obtainable as required by Trust and Charity Law and as certified by a qualified surveyor and valuer.
2. The payment of lighting, heating, cleaning (including the part or whole-time services of the caretaker), and other expenses in relation to the use of the building. In some cases separate meters are installed and payment for lighting and heating is made direct. These payments should not be included as part of the rent but must be dealt with as a separate item in the lease. The managing trustees should not accept responsibility for providing fuel.
3. An undertaking to pay any rates or local charges made by the local authority in consequence of the letting and any increased insurance premium, including third party risk.
4. The lease to state the specific purposes for which the premises will be used.
5. An undertaking to make good any damage to buildings or furniture and to return the rooms or buildings, together with furniture and fittings, at the end of the period of use in a condition similar in all respects to that when taken over.
6. Proper provision for the termination of the lease by either party (where appropriate).
7. No structural alterations to be made except with the written consent of the managing trustees and with the approval of the Methodist Property Office.
8. An undertaking to be given by the tenants not to allow betting nor gambling in any form, nor the use of the premises for the sale, supply or consumption of alcoholic beverages, nor as a public dance hall, nor for trade for gain on Sunday, unless the Methodist Property Office agrees that this condition may be varied.
9. The tenants not to assign or underlet the premises, or any part thereof except in the case of commercial premises.
10. The tenants to pay all costs incurred in the preparation of the lease.

**APPLICATION AND UNDERTAKING ON BEHALF OF THE CHURCH COUNCIL**

The Church Council/Circuit Meeting/District Trustees at its meeting, as managing trustees, held on

..... agreed to make this application.

..... Signatures of two

..... managing trustees

Date.....20.....

The proposed lease has been approved by the Circuit Meeting held on .....

Date ..... Superintendent Minister .....

**When completed the schedule and accompanying documents should be forwarded to the District Property Secretary**

**TO BE COMPLETED BY THE DISTRICT SYNOD/POLICY COMMITTEE/PROPERTY OFFICERS**

**Approved by the District Synod/Policy Committee/Property Officers**

..... Chairman of the District

.....District Property Secretary

Date\_\_\_\_\_

**When completed by the District please forward to** Methodist Property Office, Resourcing Mission, Central Buildings, Oldham Street, Manchester M1 1JQ tel 0161 236 5194 Fax 0161 236 0752  
e mail [legal@tmcp.methodist.org.uk](mailto:legal@tmcp.methodist.org.uk)

MPO 11/04

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