



27th August 2024

You are hereby summoned to attend a meeting of the **SEVENOAKS TOWN COUNCIL** to be held in the **Council Chamber, Town Council Offices, Bradbourne Vale Road, Sevenoaks, TN13 3QG** on **Monday 2nd September at 7.00 pm**. Town Councillors are reminded that they have a duty to state a Declaration of Interest prior to the appropriate agenda item and to consider the Crime and Disorder Act 1998 s.17 when reaching a decision.

Please note, proceedings of this meeting will be streamed live to YouTube for the public to watch via the following link: <https://youtube.com/live/p8Lsl4qPitA?feature=share> and may be recorded in line with regulations set out in the Openness of Local Government Bodies Regulations 2014. A copy of Sevenoaks Town Council's procedure for the recording of meetings is available online at sevenoakstown.gov.uk or by request.

Members of the public wishing to address the Council Meeting should notify the Town Council by 12 noon on the day of the meeting. Members of the public not wishing to be recorded should put this request to the Clerk at the earliest possible opportunity.

Deputy Town Clerk

To assist in the speedy and efficient despatch of business, members wishing to obtain factual information on items included on the agenda are asked to enquire of the Town Clerk prior to the day of the meeting.

PUBLIC QUESTIONS

To enable any questions previously submitted by members of the public on any matter to be drawn to the attention of the Town Council.

AGENDA

1	<u>APOLOGIES FOR ABSENCE</u> To receive and note apologies for absence.	—
2	<u>REQUESTS FOR DISPENSATIONS</u> To consider written requests from Members which have previously been submitted to the Town Clerk to enable participation in discussion and	—

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	voting on items for which the Member has a Disclosable Pecuniary Interest. (s.31 & s.33 of the Localism Act 2011).	
3	<u>DECLARATIONS OF INTEREST</u> To receive any declarations of interest from members in respect of any items of business included in this report.	–
4	<u>MINUTES OF PREVIOUS MEETING</u> To receive, adopt and sign the Minutes of the meeting of the Sevenoaks Town Council held on 22 nd July 2024 as a true record.	Attached
5	<u>MINUTES OF COMMITTEES</u> Council is asked to consider and adopt the Minutes of the following Committee meetings:	Copies circulated separately and available on request
5.1	<u>Planning & Environment Committee</u> 29 th July 2024 12 th August 2024 27 th August 2024	
5.2	<u>Finance & Delivery Committee</u> 22 nd July 2024	
5.3	<u>Community & Wellbeing Committee</u> 5 th August 2024	
6	<u>GREATNESS RECREATION GROUND WORKING GROUP MEMBERSHIP</u> To consider and approve nomination of Cllr Gustard as a member of the Greatness Recreation Ground Working Group, in her capacity as Chair of Youth Services Working Group and representative of young people.	–
7	<u>SEVENOAKS ALLOTMENT HOLDERS (SAHA): NEW LEASE</u> To authorise the signing of the lease between Sevenoaks Town Council and Sevenoaks Allotment Holders Association Limited in relation to land at Quaker Hall Allotments.	Draft lease attached
8	<u>SEVENOAKS DISTRICT COUNCIL CONSULTATION ON PLANNING VALIDATION LIST</u> To receive and approve a draft response to Sevenoaks District Council's consultation on revised Planning Validation checklists.	To follow

	This was prepared on behalf of the Town Council by the Working Group established at the Planning & Environment Committee on 12 th August 2024 (comprising Cllr Shea, Cllr Wightman, Cllr Camp and Cllr Clayton) and is submitted to this meeting for approval (rather than the next Planning & Environment Committee) in order to meet the consultation deadline.	
9	<u>REPORTS TO COUNCIL – STC REPRESENTATIVES ON EXTERNAL ORGANISATIONS</u> To receive reports from representatives on external organisations, if any.	–
10	<u>MAYOR’S ENGAGEMENTS</u> To receive and note: a) the functions attended by the Mayor or her representative up to 23 rd August 2024 b) the forthcoming Civic Events being organised by the Mayor during 2024/2025	Attached Attached
11	<u>PRESS RELEASE</u> To consider any agenda item which would be appropriate for a press release.	–

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Sevenoaks Town Council
Minutes of the Town Council Meeting held on 22nd July 2024
In the Council Chamber, Town Council Offices, TN13 3QG

Livestreamed and available to view on YouTube until approved by Council:
<https://youtube.com/live/d78nB2xlez0?feature=share>

Meeting Commenced: 7.00 p.m.

Meeting Concluded: 7.05 p.m.

Cllr Libby Ancrum, Mayor	Present	Cllr Sally Layne	Apologies
Cllr Sue Camp	Present	Cllr Lise Michaelides	Present
Cllr Dr Marilyn Canet	Present	Cllr Lionel O'Hara	Absent
Cllr Tony Clayton, Deputy Mayor	Apologies	Cllr David Skinner OBE	Apologies
Cllr Catherine Daniell, Deputy Leader	Apologies	Cllr Claire Shea	Present
Cllr Dr Peter Dixon	Present	Cllr Nick Varley	Present
Cllr Victoria Granville	Present	Cllr Gareth Willis	Apologies
Cllr Chloe Gustard	Apologies	Cllr Nigel Wightman, Leader	Present

In Attendance: Town Clerk, Responsible Finance Officer and Senior Committee Clerk.

Representations received from Members of the Public: None

Longspring Woods

Prior to the meeting the Mayor signed the conveyancing documents for the purchase of Longspring Woods, an Asset of Community Value, purchased by the Town Council on the grounds that it furthered the social wellbeing and recreational interests of the community.

211 Apologies for Absence: as shown above.

212 Requests for Dispensations: none received.

213 Declarations of Interest: none received.

214 Minutes of the Meeting of Sevenoaks Town Council held on 10th June 2024

RESOLVED: to accept and sign the minutes of the of Sevenoaks Town Council held on 10th June 2024 as a true record.

215 Minutes of Committees

215.1 Planning & Environment Committee

RESOLVED: To receive and adopt the minutes of the meetings of the Planning & Environment Committee held on 17th June, 1st July and 15th July 2024 as true records.

215.2 Finance & Delivery Committee

RESOLVED: To receive and adopt the minutes of the meeting of the Finance & Delivery Committee held on 10th June 2024 as a true record.

215.3 Community & Wellbeing Committee

RESOLVED: To receive and adopt the minutes of the meeting of the Community Wellbeing Committee held on 24th June 2024 as a true record.

Sevenoaks Town Council
Minutes of the Town Council Meeting held on 22nd July 2024

216. Amendment to Standing Orders: Financial Regulations

At the meeting held on 10th June 2024, the Town Council recommended amendments to the Standing Orders in relation to updated financial regulations [*Minute 162 refers*]. In line with the Town Council's Standing Orders any changes needed to be ratified by two Council meetings, this was the second meeting for consideration.

RESOLVED that: Sevenoaks Town Council Standing orders, as amended and attached at Appendix A, be approved and adopted.

217 Councillor Reports: Town Council Representatives on External Organisations

None received at this meeting.

218 Mayor's Engagements

RESOLVED: To note and accept the reports relating to Mayoral activities:

- a) functions attended by the Mayor or her representative up to 12th July 2024.
- b) the forthcoming Civic Events being organised by the Mayor during 2024-25.

219 Press Release

It was agreed to issue a press release on the signing of the conveyancing documents for the purchase by the Town Council of Longspring Woods.

There being no further business the Mayor closed the meeting.

Signed
Mayor

Dated

warners |
solicitors |

Lease

Land at Quakers Hall Allotments Sevenoaks Kent TN13 3TX

Sevenoaks Town Council (1)

Sevenoaks Allotment Holders' Association Limited (2)

OUR REF: EAD / SEV14/27

Warners Solicitors 16 South Park Sevenoaks Kent TN13 1AN

Telephone: 01732 747900 Fax: 01732 747919 DX: 30017 Sevenoaks

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This lease is dated 2024

PARTIES

- (1) **SEVENOAKS TOWN COUNCIL** of Town Council Offices, Bradbourne Vale Road, Sevenoaks, Kent TN13 3QG (**Landlord**)
- (2) **SEVENOAKS ALLOTMENT HOLDERS' ASSOCIATION LIMITED** a registered society incorporated and registered in England and Wales with company number IP10116R whose office is at the Trading Centre Quakers Hall Allotments, Sevenoaks, Kent TN13 3TX (**Tenant**)

BACKGROUND

- (A) The Landlord is the freehold owner of the Property.
- (B) The Landlord has agreed to grant a lease of the Property to the Tenant on the terms set out in this lease.

AGREED TERMS

1. Interpretation

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

1.1 Definitions:

Annual Rent: rent at a peppercorn per annum (if demanded)

Authorised Person: any person at the Property with the actual or implied authority of the Tenant.

Break Date: the date 60 days after service of the Break Notice.

Break Notice: written notice to terminate this lease specifying the Break Date and served in accordance with clause 36.

Contractual Term: a term of years from and including 1 October 2024 to and including 30 September 2028.

Default Interest Rate: 4% above the base rate from time to time of National Westminster Bank PLC or, if that base rate stops being used or published, a comparable commercial rate specified by the Landlord (acting reasonably).

Excluded Insurance Items: any tenant's fixtures that are installed by or for the Tenant or occupier of the Property and that form part of the Property.

Insured Risks: (except to the extent any of the following are Uninsured Risks) fire, explosion, lightning, earthquake, tempest, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, damage to underground water, oil or gas pipes or

electricity wires or cables, impact by aircraft and aerial devices and articles dropped from them, impact by vehicles, terrorism, subsidence, ground slip, heave, riot, civil commotion, strikes, labour or political disturbances, malicious damage, and any other risks against which the Landlord decides to insure against from time to time.

Insured Risk means any one of the Insured Risks.

Landlord's Neighbouring Property: the freehold property known as land to the north of Quakers Hall Lane, Sevenoaks Kent registered at HM Land Registry with title number TT70399 shown edged red on the Property Plan.

LPA 1925: Law of Property Act 1925.

LTCA 1995: Landlord and Tenant (Covenants) Act 1995.

Permitted Use: use as

- (a) the storage and sale of goods intended for use on the surrounding allotments within title number TT70399;
- (b) meetings of the Tenant company;
- (c) meetings of the allotment plot holders;
- (d) no more than four charity events per annum (such events being held with the licence and permission of the Landlord) primarily on the Landlord's Neighbouring Property

Property: the land and trading centre and garage shown coloured red on the Property Plan.

Property Damage: damage to or destruction of the Property (excluding the Excluded Insurance Items) that makes the Property wholly or partially unfit for occupation and use.

Property Plan: the plan annexed to this lease at ANNEX A and marked "Property Plan".

Rates and Taxes: all present and future rates, taxes and other impositions and outgoings payable in respect of the Property, its use and any works carried out there (or a fair proportion of the total cost of those rates, taxes, impositions and outgoings if any are payable in respect of the Property together with any other property) but excluding any taxes:

- a) payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; or
- b) (except VAT) payable by the Landlord by reason of the receipt of any of the Rents due under this lease.

Recommendation Report: a report as defined in regulation 4 of the EPC Regulations.

Reinstatement Cost: the full cost of reinstatement of the Property (excluding the Excluded Insurance Items) taking into account inflation of building costs and including any costs of demolition, site clearance, site protection, shoring up, professionals' and

statutory fees and incidental expenses and any other work to the Property that may be required by law and any VAT on all such costs, fees and expenses.

Rents: the rents set out in clause 2.2.

Rent Commencement Date: the date of this lease.

Reservations: the rights excepted and reserved in paragraph 1 of Schedule 1.

Service Media: all media for the supply or removal of Utilities and all structures, machinery and equipment ancillary to those media.

Tenant Damage: damage or destruction caused by an act or omission of the Tenant or any Authorised Person.

Term: the Contractual Term.

Termination Date: the date on which the Term ends.

Third Party Rights: all easements and other rights, covenants and restrictions affecting the Property including those set out or referred to in the register entries of title number TT70399.

Utilities: electricity, gas, water, sewage, air-conditioning, heating, energy, telecommunications, data and all other services and utilities.

Utility Costs: all costs in connection with the supply or removal of Utilities to or from the Property or 10% (not to exceed £100 in respect of any 12 month period) of the total cost if any of those costs are payable in respect of the Property together with the Landlord's Neighbouring Property.

VAT: value added tax chargeable in the UK.

Commented [KL1]: Does this figure need to be increased?

- 1.2 A reference to this **lease**, except a reference to the date of this lease or to the grant of this lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental or collateral to it.
- 1.3 The Schedules form part of this lease and shall have effect as if set out in full in the body of this lease. Any reference to **this lease** includes the Schedules.
- 1.4 Unless the context otherwise requires, references to clauses, Schedules and Annexes are to the clauses, Schedules and Annexes of this lease and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.5 Clause, Schedule and paragraph headings shall not affect the interpretation of this lease.
- 1.6 A reference to:
 - (a) the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease; and
 - (b) the **Tenant** includes a reference to its successors in title and assigns.

- 1.7 In relation to any payment, a reference to a **fair proportion** is to a fair proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord.
- 1.8 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.9 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.10 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.
- 1.11 References to:
 - (a) the consent of the Landlord are to the consent of the Landlord given in accordance with clause 39.1;
 - (b) the approval of the Landlord are to the approval of the Landlord given in accordance with clause 39.3; and
 - (c) any consent or approval required from the Landlord shall be construed as also including a requirement to obtain the consent or approval of any mortgagee of the Landlord where such consent or approval is required under the terms of the mortgage. Except that nothing in this lease shall be construed as imposing on any mortgagee any obligation (or indicating that such an obligation is imposed on any mortgagee by the terms of the mortgage) not unreasonably to refuse any such consent.
- 1.12 Unless the context otherwise requires, references to the **Property** and the **Landlord's Neighbouring Property** are to the whole and any part of them.
- 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, definition, phrase or term preceding those terms.
- 1.14 A reference to **writing** or **written** excludes fax and email.
- 1.15 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.16 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

- 1.17 Unless expressly provided otherwise in this lease, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.18 Unless expressly provided otherwise in this lease, a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.19 If any provision or part-provision of this lease is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this lease.

2. Grant

- 2.1 The Landlord lets the Property to the Tenant:
 - (a) for the Contractual Term;
 - (b) with full title guarantee;
 - (c) excepting and reserving the Reservations; and
 - (d) subject to the Third Party Rights.
- 2.2 The grant in clause 2.1 is made with the Tenant paying as rent to the Landlord:
 - (a) the Annual Rent;
 - (b) all interest payable under this lease; and
 - (c) all other sums payable under this lease.

3. Tenant covenants

The Tenant covenants with the Landlord to observe and perform the tenant covenants of this lease during the Term or (if earlier) until the Tenant is released from the tenant covenants of this lease by virtue of the LTCA 1995.

4. Payment of Annual Rent

The Tenant must pay the Annual Rent if demanded.

5. Payment method

The Tenant must pay the Annual Rent and all other sums payable under this lease by:

- (a) electronic means from an account held in the name of the Tenant to the account notified from time to time to the Tenant by the Landlord; or
- (b) any other method that the Landlord reasonably requires from time to time and notifies to the Tenant.

6. No set-off

The Tenant must pay the Annual Rent and all other sums payable under this lease in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7. Interest

7.1 If any sum payable by the Tenant under this lease has not been paid by its due date (whether it has been formally demanded or not), the Tenant must pay to the Landlord interest on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on that amount on a daily basis for the period beginning on and including its due date to and including the date of payment.

7.2 If the Landlord does not demand or accept any of the Annual Rent or any other sum due from, or tendered by, the Tenant under this lease because the Landlord reasonably believes that the Tenant is in breach of any of the tenant covenants of this lease, then, when that amount is accepted by the Landlord, the Tenant must pay to the Landlord interest on that amount at the Interest Rate. Such interest shall accrue on that amount on a daily basis for the period beginning on and including its due date to and including the date it is accepted by the Landlord.

8. Rates and Taxes

8.1 The Tenant must pay all Rates and Taxes.

8.2 The Tenant must not make any proposal to alter the rateable value of the Property (or that value as it appears on any draft rating list) without the approval of the Landlord.

9. Utilities

9.1 The Tenant must pay promptly all Utility Costs including any reasonable administrative charge made by the Landlord for calculating such costs, where they are not billed by the relevant utility supplier directly to the Tenant.

9.2 The Tenant must comply with all laws and with any recommendations of the relevant suppliers relating to the supply and removal of Utilities to or from the Property.

10. Common items

The Tenant must pay to the Landlord on demand 10% (not to exceed £100 in respect of any 12 month period) of all costs payable by the Landlord for the maintenance, repair, lighting, cleaning and renewal of all Service Media not on or in the Property but used or capable of being used by the Property in common with the Landlord's Neighbouring Property.

Commented [KL2]: Does this figure need to be increased?

11. Costs

The Tenant must pay on demand and on a full indemnity basis the costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses (whether incurred before or after the Termination Date) in connection with, or in contemplation of, any of the following:

- (a) the enforcement of the tenant covenants of this lease;
- (b) serving any notice or taking any proceedings in connection with this lease under section 146 or 147 of the LPA 1925 (notwithstanding that forfeiture is avoided otherwise than by relief granted by the court);
- (c) serving any notice in connection with this lease under section 17 of the LTCA 1995; or
- (d) the preparation and service of a schedule of dilapidations in connection with this lease.

12. Prohibition of dealings

The Tenant must not:

- (a) assign, underlet, charge, part with or share possession or occupation of the whole or part of either this lease or the Property; or
- (b) assign, part with or share any of the benefits or burdens of this lease, or in any interest derived from it, whether by a virtual assignment or other similar arrangement; or
- (c) hold the lease on trust for any person (except pending registration of a dealing permitted by this lease at HM Land Registry or by reason only of joint legal ownership).

13. Repair

13.1 The Tenant must:

- (a) keep the interior of the Property in good and substantial repair and condition;
- (b) ensure that any Service Media forming part of the Property is kept in good working order;
- (c) keep the Property clean, tidy and clear of rubbish; and
- (d) replace as soon as possible with glass of similar appearance and of similar or better quality any glass forming part of the Property that becomes cracked or broken during the Contractual Term.

13.2 The Tenant shall not be liable to repair the Property (excluding any Excluded Insurance Items) to the extent that any disrepair has been caused by:

- (a) an Insured Risk unless and to the extent that:

- (i) 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 any Authorised Person (except where the Tenant has paid an amount equal to any insurance money that the insurers refuse to pay in accordance with paragraph 2.1(f) of Schedule 2); or
- (ii) the insurance cover in relation to that disrepair is limited as referred to in paragraph 1.3 of Schedule 2.

14. Decoration

The Tenant must:

- (a) decorate the interior of the Property as often as is reasonably necessary;
- (b) carry out all decoration (including all appropriate preparatory work) in a good and proper manner using good quality materials that are appropriate to the Property and the Permitted Use.

15. Alterations

The Tenant must not make any:

- (a) alteration or addition to the Property; or
- (b) opening in any boundary of the Property.

16. Returning the Property to the Landlord

- 16.1 The Tenant must return the Property to the Landlord on the Termination Date with vacant possession and in the repair and condition required by this lease.
- 16.2 On or before the Termination Date, the Tenant must remove from the Property all chattels belonging to or used by it.
- 16.3 The Tenant:
 - (a) irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels or items fixed to the Property by the Tenant and left by the Tenant for more than ten working days after the Termination Date; and
 - (b) must indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

The Landlord shall not be liable to the Tenant by reason of that storage or disposal.

17. Use

- 17.1 The Tenant must not use the Property for any purpose other than the Permitted Use.
- 17.2 The Tenant must not:

Sevenoaks Town Council – 2nd September 2024

- (a) use the Property for any illegal purposes nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Landlord or any property that neighbours the Property;
- (b) use the Property as a betting shop or an amusement arcade or otherwise for the purposes of gaming or gambling;
- (c) hold any auction at the Property;
- (d) allow any noise, music, flashing lights, fumes or smells to emanate from the Property so as to cause a nuisance or annoyance to any property that neighbours the Property;
- (e) overload any part of the Property nor overload or block any Service Media at or serving the Property;
- (f) store, sell or display any offensive, dangerous, illegal, explosive or highly flammable items at the Property;
- (g) keep any pets or any other animal, bird, fish, reptile or insect at the Property (except guide dogs or other animals used as aids provided they are not kept at the Property overnight or left unattended); or
- (h) allow any person to sleep at or reside on the Property.

18. Exercise of the Rights

18.1 The Tenant must exercise the Rights:

- (a) only in connection with the Tenant's use of the Property for the Permitted Use; and
- (b) in compliance with all laws relating to the Tenant's use of the Property, the Landlord's Neighbouring Property and any other neighbouring or adjoining property pursuant to the Rights.

19. Allow entry

19.1 Subject to clause 19.2, the Tenant must allow all those entitled to exercise any right to enter the Property to enter the Property:

- (a) except in the case of an emergency (when no notice shall be required), after having given reasonable notice (which need not be in writing) to the Tenant;
- (b) at any reasonable time (whether or not during usual business hours); and
- (c) with their workers, contractors, agents and professional advisers.

19.2 The Tenant must allow any person authorised by the terms of a Third Party Right to enter the Property in accordance with that Third Party Right.

20. Keyholders and emergency contact details

The Tenant must provide to the Landlord in writing the names, addresses, email addresses and telephone numbers of at least two people who each:

- (a) hold a full set of keys for the Property;
- (b) hold all the access codes for the Tenant's security systems (if any) at the Property; and
- (c) may be contacted in case of emergency at any time outside the Tenant's usual business hours.

21. Compliance with laws

21.1 The Tenant must comply with all laws relating to:

- (a) the Property and the occupation and use of the Property by the Tenant;
- (b) the use or operation of all Service Media and any other machinery and equipment at or serving the Property whether or not used or operated;
- (c) any works carried out at the Property; and
- (d) all materials kept at or disposed of from the Property.

21.2 Within five working days of receipt of any notice or other communication affecting the Property (and whether or not served pursuant to any law) the Tenant must:

- (a) send a copy of the relevant document to the Landlord; and
- (b) to the extent that it relates to the Property, take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may require.

21.3 The Tenant must not apply for any planning permission for the Property

21.4 The Tenant must:

- (a) comply with its obligations under the CDM Regulations;
- (b) maintain the health and safety file for the Property in accordance with the CDM Regulations;
- (c) give that health and safety file to the Landlord at the Termination Date;
- (d) procure, and give to the Landlord at the Termination Date, irrevocable, non-exclusive, non-terminable, royalty-free licence(s) for the Landlord to copy and make full use of that health and safety file for any purpose relating to the Property. Those licence(s) must carry the right to grant sub-licences and be transferable to third parties without the consent of the grantor; and
- (e) supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations.

- 21.5 As soon as the Tenant becomes aware of any defect in the Property, the Tenant must give the Landlord notice of it.
- 21.6 The Tenant must indemnify the Landlord against any liability under the Defective Premises Act 1972 in relation to the Property by reason of any failure of the Tenant to comply with any of the tenant covenants in this lease.
- 21.7 The Tenant must keep:
 - (a) the Property equipped with all fire prevention, detection and fighting machinery and equipment and fire alarms which are required under all relevant laws or required by the insurers of the Property or recommended by them or reasonably required by the Landlord; and
 - (b) that machinery, equipment and alarms properly maintained and available for inspection.

22. Energy Performance Certificates

- 22.1 The Tenant must:
 - (a) co-operate with the Landlord so far as is reasonably necessary to allow the Landlord to obtain an Energy Performance Certificate and Recommendation Report for the Property (including providing the Landlord with copies of any plans or other information held by the Tenant that would assist in obtaining an Energy Performance Certificate and Recommendation Report); and
 - (b) allow such access to any Energy Assessor appointed by the Landlord as is reasonably necessary to inspect the Property for the purposes of preparing an Energy Performance Certificate and Recommendation Report for the Property.
- 22.2 The Tenant must not commission an Energy Performance Certificate for the Property unless required to do so by the EPC Regulations.
- 22.3 Where the Tenant is required by the EPC Regulations to commission an Energy Performance Certificate for the Property, the Tenant must at the request of the Landlord either:
 - (a) commission an Energy Performance Certificate from an Energy Assessor approved by the Landlord (acting reasonably); or
 - (b) pay the reasonable costs of the Landlord of commissioning an Energy Performance Certificate for the Property.
- 22.4 The Tenant must deliver to the Landlord a copy of any Energy Performance Certificate and Recommendation Report for the Property that is obtained or commissioned by the Tenant or any other occupier of the Property.

23. Third Party Rights

The Tenant must:

- (a) comply with the obligations on the Landlord relating to the Third Party Rights to the extent that those obligations relate to the Property; and
- (b) not do anything that may interfere with any Third Party Right.

24. Encroachments and preservation of rights

- 24.1 The Tenant must not permit any encroachment over the Property or permit any easements or other rights to be acquired over the Property.
- 24.2 If any encroachment over the Property is made or attempted or any action is taken by which an easement or other right may be acquired over the Property, the Tenant must:
 - (a) immediately inform the Landlord and give the Landlord notice of that encroachment or action; and
 - (b) at the request and cost of the Landlord, adopt such measures as may be reasonably required or deemed proper for preventing any such encroachment or the acquisition of any such easement or other right.
- 24.3 The Tenant must preserve all rights of light and other easements enjoyed by the Property.
- 24.4 The Tenant must not prejudice the acquisition of any right of light or other easement for the benefit of the Property by obstructing any window or opening or giving any acknowledgement that the right is enjoyed with the consent of any third party or by any other act or default of the Tenant.
- 24.5 If any person takes or threatens to take any action to obstruct or interfere with any easement or other right enjoyed by the Property or any such easement in the course of acquisition, the Tenant must:
 - (a) immediately inform the Landlord and give the Landlord notice of that action; and
 - (b) at the request and cost of the Landlord, adopt such measures as may be reasonably required or deemed proper for preventing or securing the removal of the obstruction or the interference.

25. Indemnity

The Tenant must 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 Landlord's interest in the Property and loss of amenity of the Property) suffered or reasonably incurred by the Landlord arising out of or in connection with:

- (a) any breach of any tenant covenants in this lease;
- (b) any use or occupation of the Property or the Tenant's carrying out of any works permitted or required to be carried out under this lease; or
- (c) any act or omission of the Tenant or any Authorised Person.

26. Landlord covenants

The Landlord covenants with the Tenant to observe and perform the landlord covenants of this lease during the Term.

27. Quiet enjoyment

The Landlord covenants with the Tenant that 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.

28. Exercise of right of entry

In exercising any right of entry on to the Property pursuant to paragraph 1.1 of Schedule 1, the Landlord must:

- (a) except in case of emergency, give reasonable notice of its intention to exercise that right to the Tenant;
- (b) where reasonably required by the Tenant, exercise that right only if accompanied by a representative of the Tenant;
- (c) cause as little damage as possible to the Property and to any property belonging to or used by the Tenant;
- (d) cause as little inconvenience as reasonably possible to the Tenant; and
- (e) promptly make good any physical damage caused to the Property by reason of the Landlord exercising that right.

29. Landlord's obligation to apportion Utility Costs

Where any of the costs referred to in clause 9.1 are billed to the Tenant by the Landlord, rather than directly by the relevant utility supplier, the Landlord must:

- (a) apportion those costs fairly, based on the Tenant's actual usage of that supply; and
- (b) with any demand by the Landlord for payment of those costs referred to in clause 9.1, supply a written explanation of how those costs are calculated.

30. Re-entry and forfeiture

- 30.1 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 occurs:

- (a) the whole or any part of the Rents is unpaid 21 days after becoming payable (whether it has been formally demanded or not);
- (b) any breach of any condition of, or tenant covenant in, this lease; or
- (c) an Insolvency Event.

30.2 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 breach of covenant by the Tenant or any guarantor.

31. Section 62 of the LPA 1925 implied rights

The grant of this lease does not create by implication any easements or other rights for the benefit of the Property or the Tenant and the operation of section 62 of the LPA 1925 is excluded.

32. Exclusion of sections 24 to 28 of the LTA 1954

The parties:

- (a) confirm that:
 - (i) 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;
 - (ii) Brigitte Lucy Perry who was duly authorised by the Tenant to do so made a declaration dated 2024 in accordance with the requirements of section 38A(3)(b) of the LTA 1954.
- (b) agree that the provisions of sections 24 to 28 of the LTA 1954 are excluded in relation to the tenancy created by this lease.

Commented [KL3]: Will Brigitte be the person signed this time?

33. Compensation on vacating

Any right of the Tenant (or anyone deriving title under the Tenant) to claim compensation from the Landlord on leaving the Property under the LTA 1954 is excluded (except to the extent that the legislation prevents that right being excluded).

34. No restriction on Landlord's use

Nothing in this lease shall impose or be deemed to impose any restriction on the use by the Landlord of the Landlord's Neighbouring Property or any other neighbouring or adjoining property.

35. Limitation of liability

The Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this lease unless the Landlord knows it has failed to perform

the covenant (or reasonably should know this) and has not remedied that failure within a reasonable time.

36. Tenant's option to break

- 36.1 The Tenant may terminate this lease within 60 days of the Tenant being notified in writing that Rates and Taxes have become payable on the Property by serving a Break Notice on the Landlord.
- 36.2 A Break Notice shall be of no effect if at the Break Date stated in the Break Notice:
- (a) the Tenant has not vacated the Property and returned the Property to the Landlord free from any occupier or third party right to occupation or possession; or
 - (b) there is subsisting a material breach of any of the tenant covenants of this lease relating to the state of repair and condition of the Property.
- 36.3 Subject to clause 36.2 following service of a Break Notice this lease shall terminate on the Break Date.

37. Breach of repair and maintenance obligation

- 37.1 The Landlord may enter the Property to inspect its condition and state of repair and give the Tenant a notice of any breach of any of the tenant covenants in this lease relating to the condition or repair of the Property.
- 37.2 Following the service of a notice pursuant to clause 37.1, the Landlord may enter the Property and carry out the required works if the Tenant:
- (a) has not begun any works required to remedy any breach specified in that notice within two months of the notice or, if works are required as a matter of emergency, immediately; or
 - (b) is not carrying out the required works with all due speed.
- 37.3 The costs incurred by the Landlord in carrying out any works pursuant to clause 37.2 (and 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.
- 37.4 Any action taken by the Landlord pursuant to this clause 37 shall be without prejudice to the Landlord's other rights (including those under clause 30).

38. Notices

- 38.1 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 in writing and given:
- (a) by hand at that party's registered office address; or

- (b) by pre-paid first-class post or other next working day delivery service at that party's registered office address.

38.2 If a notice complies with the criteria in clause 38.1, whether or not this lease requires that notice to be in writing, it shall be deemed to have been received if:

- (a) delivered by hand, at the time the notice is left at the proper address; or
- (b) sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting.

38.3 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.

39. Consents and approvals

39.1 Where the consent of the Landlord is required under this lease, a consent shall only be valid if it is given by deed unless:

- (a) it is given in writing and signed by the Landlord or a person duly authorised on its behalf; and
- (b) it expressly states that the Landlord waives the requirement for a deed in that particular case.

39.2 If a waiver is given pursuant to clause 39.1, it shall not affect the requirement for a deed for any other consent.

39.3 Where the approval of the Landlord is required under this lease, an approval shall only be valid if it is in writing and signed by or on behalf of the Landlord unless:

- (a) the approval is being given in a case of emergency; or
- (b) this lease expressly states that the approval need not be in writing.

39.4 If the Landlord gives a consent or approval under this lease, the giving of that consent or approval shall not:

- (a) imply that any consent or approval required from a third party has been obtained; or
- (b) obviate the need to obtain any consent or approval from a third party.

39.5 Where the Tenant requires the consent or approval of any mortgagee to any act or omission under this lease, then (subject to clause 1.11) at the cost of the Tenant the Landlord must use reasonable endeavours to obtain that consent or approval.

39.6 Where:

- (a) the consent of a mortgagee is required under this lease, a consent shall only be valid if it would be valid as a consent given under the terms of the mortgage; or
- (b) the approval of a mortgagee is required under this lease, an approval shall only be valid if it would be valid as an approval given under the terms of the mortgage.

40. VAT

- 40.1 All sums payable by either party under or in connection with this lease are exclusive of any VAT that may be chargeable.
- 40.2 A party to this lease must pay VAT in respect of all taxable supplies made to that party in connection with this lease on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.
- 40.3 Every obligation on either party, under or in connection with this lease, to pay any sum by way of a refund or indemnity, includes an obligation to pay an amount equal to any VAT incurred on that sum by the receiving party (except to the extent that the receiving party obtains credit for such VAT).

41. Entire agreement

- 41.1 This lease and the documents annexed to it constitute the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to their subject matter.
- 41.2 Each party acknowledges that in entering into this lease and any documents annexed to it it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently).
- 41.3 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.
- 41.4 Nothing in this clause shall limit or exclude any liability for fraud.

42. Contracts (Rights of Third Parties) Act 1999

This lease does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this lease.

43. Governing Law

This lease and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

44. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this lease or its subject matter or formation.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

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Schedule 1 Reservations

1. Subject to paragraph 2 and paragraph 3 of this Schedule, the Landlord excepts and reserves from this lease the following easements (for the benefit of the Landlord's Neighbouring Property) and the following other rights:
 - 1.1 Subject to the Landlord complying with clause 28, the right to enter the Property for any purpose mentioned in or connected with:
 - (a) this lease;
 - (b) the Reservations; or
 - (c) the Landlord's interest in the Property or the Landlord's Neighbouring Property or any neighbouring or adjoining property in which the Landlord acquires an interest during the Term.
 - 1.2 The right to:
 - (a) use and connect into Service Media at the Property which are in existence at the date of this lease or which are installed or constructed during the Term;
 - (b) install and construct Service Media at the Property to serve the Landlord's Neighbouring Property or any neighbouring or adjoining property in which the Landlord acquires an interest during the Term; and
 - (c) re-route and replace any Service Media referred to in this paragraph.
 - 1.3 At any time during the Term, the full and free right to build, rebuild, alter or develop the Landlord's Neighbouring Property or any neighbouring or adjoining property in which the Landlord acquires an interest during the Term as the Landlord may think fit.
2. The Reservations:
 - 2.1 Are excepted and reserved notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them result in a reduction in the flow of light or air to the Property or loss of amenity for the.
 - 2.2 May be exercised by:
 - (a) the Landlord;
 - (b) anyone else who is or becomes entitled to exercise them; and
 - (c) anyone authorised by the Landlord.
3. No party exercising any of the Reservations, nor its workers, contractors, agents and professional advisers, shall be liable to the Tenant or to any undertenant or other occupier of or person at the Property for any loss, damage, injury, nuisance or inconvenience arising by reason of its exercising any of the Reservations except for:
 - 3.1 Physical damage to the Property.

- 3.2 Any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.

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Schedule 2 Insurance

1. Landlord's obligation to insure

- 1.1 Subject to paragraph 1.2 and paragraph 1.3 of this Schedule, the Landlord must keep the Property insured with reputable insurers on normal market terms against loss or damage by the Insured Risks for the Reinstatement Cost.
- 1.2 The Landlord shall not be obliged to insure:
- (a) the Excluded Insurance Items or repair any damage to or destruction of the Excluded Insurance Items. References to the Property in this Schedule 2 shall exclude the Excluded Insurance Items;
 - (b) any alterations to the Property that form part of the Property;
 - (c) the Property when the insurance is vitiated by any act or omission of the Tenant or any Authorised Person.
- 1.3 The Landlord's obligation to insure is subject to any limitations, excesses and conditions that may be imposed by the insurers.

2. Tenant's obligations

- 2.1 The Tenant must:
- (a) immediately inform the Landlord if any matter occurs in relation to the Tenant or the Property that any insurer or underwriter may treat as material in deciding whether or on what terms to insure or to continue to insure the Property and must also give the Landlord notice of that matter;
 - (b) not do or omit to do anything as a result of which:
 - (i) any insurance policy for the Property may become void or voidable or otherwise prejudiced;
 - (ii) the payment of any policy money may be withheld; or
 - (iii) any increased or additional insurance premium may become payable;
 - (c) comply at all times with the requirements and recommendations of the insurers relating to the Property;
 - (d) give the Landlord immediate notice of the occurrence of:
 - (i) any damage or loss relating to the Property arising from an Insured Risk; or
 - (ii) any other event that might affect any insurance policy relating to the Property;
 - (e) except for the Excluded Insurance Items, not effect any insurance of the Property but, if the Tenant becomes entitled to the benefit of any insurance proceeds in respect of the Property, pay those proceeds or cause them to be paid to the Landlord; and

- (f) pay the Landlord an amount equal to any insurance money that the insurers of the Property refuse to pay in relation to the Property by reason of any act or omission of the Tenant or any Authorised Person.

3. Landlord's obligation to reinstate following damage or destruction by an Insured Risk

3.1 Following any damage to or destruction of the Property by an Insured Risk, the Landlord must:

- (a) use reasonable endeavours to obtain all necessary planning and other consents to enable the Landlord to reinstate the Property; and
- (b) reinstate the Property except that the Landlord shall not be obliged to:
 - (i) reinstate unless all necessary planning and other consents are obtained;
 - (ii) provide accommodation or facilities identical in layout or design so long as accommodation reasonably equivalent to that previously at the Property is provided; or
 - (iii) reinstate after a notice to terminate has been served pursuant to this Schedule 2.

3.2 If the Landlord is obliged to reinstate the Property pursuant to paragraph 3.1(b) of this Schedule, the Landlord must:

- (a) use all insurance money received and all sums received under paragraph 2.1(f) of this Schedule for the purposes of that reinstatement; and
- (b) make up any shortfall out of its own funds.

4. Termination if reinstatement impossible or impractical following Property Damage by an Insured Risk

Following Property Damage by an Insured Risk, if the Landlord (acting reasonably) considers that it is impossible or impractical to reinstate the Property, the Landlord may terminate this lease by giving notice to the Tenant within six months from and including the date on which that Property Damage occurred.

5. Termination if reinstatement not complete by expiry of rent suspension

5.1 If Property Damage by an Insured Risk occurs and the Property has not been reinstated so that it is fit for occupation and use by the date which is three years after the date on which that Property Damage occurred, either party may at any time thereafter terminate this lease by giving notice to the other provided that:

- (a) such notice is served before the Property has been reinstated so that it is fit for occupation and use; and

- (b) where the Tenant serves the notice, the failure to reinstate so that the Property is fit for occupation and use is not caused by a breach of the Tenant's obligations under clause 13 or this Schedule 2.

6. Consequences of termination

If either party gives a notice to terminate this lease in accordance with this Schedule 2:

- (a) this lease shall terminate with immediate effect from the date of the notice;
- (b) neither of the parties shall have any further rights or obligations under this lease except for the rights of any party in respect of any earlier breach of this lease; and
- (c) any proceeds of the insurance for the Property shall belong to the Landlord.

**THE COMMON SEAL of
SEVENOAKS TOWN COUNCIL** }
was affixed in the presence of:

Mayor

Town Clerk

**SIGNED AS A DEED by
SEVENOAKS ALLOTMENT
HOLDERS' ASSOCIATION
LIMITED** acting by two directors }

Director

Director

ANNEX A Property Plan

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Sevenoaks Town Council – 2nd September 2024

Events Attended – 2024/2025

Mayor: Councillor Libby Ancrum
Deputy Mayor: Councillor Tony Clayton
& Mayor's Representatives

Day & Time	Date	Organisation & Event/Venue	Attended	
Wed 12.00	15 May	Women of Kent Luncheon – Mercure Hotel Maidstone	Mayor	1
Sun 7.30	19 May	Sevenoaks Symphony Orchestra = Orchestral Concert	Mayor	2
Thurs 2.30	23 May	Kippington Nursing Home – Celebration of recent refurbishment	Deputy	3
Fri 6.30	24 May	Porchlight Sleepout – Walthamstow Hall Senior School	Deputy	4
Sun 10.30	26 May	Sevenoaks Bowling Club – Open Day	Deputy	5
Tues. 6.30	28 May	Guided Tour of Sevenoaks Town	Mayor	6
Sun 3.30	2 June	Sevenoaks Quaker Meeting – Rising Stars and the Way Ahead	Mayor	7
Thur 7.00	6 June	D-Day 80 – Procession and Beacon Lighting on the Vine	Mayor	8
Wed 10.30	12 June	Spadework's 40 th Anniversary	Mayor	9
Sat 9.55	15 June	Infinity Launch	Mayor	10
Mon 9.00	17 June	Refugee Week – Desperate Journeys with St Thomas's School	Mayor	11
Wed 1.15	19 June	Refugee Week – Desperate Journeys with Lady Boswell's School	Mayor	12
7.00		With SWR		13
Thurs 7.00	20 June	Refugee Week – Desperate Journeys with Air Cadets	Mayor	14
Fri 2.00	21 June	Lullingstone Country Park -Unveiling of a Sculpture in the Landscape.	Mayor	15
Sat 11.00	22 June	Opening of the Sevenoaks Summer Festival	Mayor	16
Sat	22 June	Go Wild at Bat and Ball Centre	Mayor	17
Sun 3.00	23 June	Mayor's Civic Service at St Luke's Church	Mayor	18
Sun 7.30	23 June	Sevenoaks Philharmonic Choir – The Mikado at the Stag	Mayor	19
Mon 10.20	24 June	Chairman SDC – Fly the Flag for Armed Forces Day	Mayor	20
Tues 10.15	25 June	Chairman KCC – Armed Forces Day Flag Raising	Mayor & Consort	21
Wed 3.00	3 July	Riding for the Disabled – Carriage Driving Event	Deputy	22
Thurs 4.45	4 July	Friends of Rheinbach – Meet and Greet visitors from Germany	Deputy	23
Sat	6 July	Rheinbach Dinner	Mayor	24
Tues 7.15	9 July	Sevenoaks Air Cadets – Annual General Meeting	Mayor	25

Sevenoaks Town Council – 2nd September 2024

Day & Time	Date	Organisation & Event/Venue	Attended	
Thurs 11.00	11 July	Mayor of Medway – Call the Midwife Tour at Chatham Dockyard	Mayor + 1	26
Thurs 1.30	11 July	West Heath School – Prize Giving	Deputy & Cllr. Canet	27
Thurs 6.00	11 July	S'oaks Chamber of Commerce Penshurst Place	Mayor	28
Fri 5.00	12 July	Community Police VAWG Walk & Talk Knole Park	Mayor	29
Thurs 6.30	18 July	Kent Police – S'oaks Independent Advisory Service	Mayor	30
Sat 10.00	20 July	Green Walk & Talk with the Mayor	Mayor	31
Sat 6.30	20 July	Royal British Legion – Kent County Coronation Dinner at Bearsted Golf club	Mayor & Cllr Camp	32
Sat 7.30	27 July	Lydian Orchestra Concert at Unity Hall, Southborough	Mayor & Cllr Shea	33
Mon 11.30	29 July	Peppercorn Rent Ceremony The Vine	Mayor	34
Thur 10.30	01 Aug	Family Fun Day at Greatness Recreation Ground hosted by Town Council	Mayor	35
Thurs 6pm	08 Aug	Committee meeting: League of Friends Sevenoaks Hospital	Mayor	36
Tues 2.30-3.45	13 Aug	Crufts event at Weald Heights Care Home	Mayor	37
Wed 10:30	14 Aug	Rockdale Housing Association – Garden Refurbishment	Mayor	38
Mon 12.30	19 AUG	Rockdale Housing Assoc. – Rockdale Fete launch of Village	Cllr Granville & Cllr Canet	39
Tues 1.50	20 Aug	Wind in the Willows Bat and Ball Centre	Cllr Shea & Cllr Dixon	40
Thur 1.50	22 Aug	Wind in the Willows Greatness Recreation Ground	Cllr Canet	41
Fri 1.50pm	23 Aug	Wind in the Willows Vine Gardens	Cllr Granville	42
Friday 11am	23 Aug	Greatness Skate Park Event	Cllr Granville	43
Friday 6.00pm	23 Aug	Mayor of Swanley 50 th Anniversary Spectacular	Deputy Mayor & Consort	44



2024 – 2025

The Mayor of Sevenoaks Councillor Libby Ancrum Provisional Dates for Mayoral Events

May/June 2024 Sunday 23 June Civic Service 29 June Armed Forces Day	July 2024 Saturday, 20 July Green Walk & Talk Monday, 29 July Peppercorn Rent Ceremony	August 2024
September 2024 3 September Merchant Navy Day 22 September STC 50 th Anniversary Celebration 28 September Opening Longspring Wood	October 2024 Thurs 17 October Autumn Walk Darenth Valley Rail link	November 2024 Sunday 10 November Remembrance Day Monday 11 November Armistice Day Tree Planting
December 2024	January 2025	February 2025 15 February Quiz Night
March 2025 7 March International Women's Day Lunch 10 March Commonwealth Day	April 2025 End of Term Reception Tour of Knole House	May 2025