



Saltash Town Council

Konsel An Dre Essa



The Guildhall
12 Lower Fore Street
Saltash
PL12 6JX
Telephone: 01752 844846
www.saltash.gov.uk

10 February 2023

Dear Councillor

I write to summon you to the meeting of **Devolution Sub Committee** to be held at the Guildhall on **Thursday 16th February 2023 at 6.30 pm.**

The meeting is open to the public and press. Any member of the public requiring to put a question to the Town Council must do so by **12 noon the day before the meeting** either by email to enquiries@saltash.gov.uk or sent to The Guildhall, 12 Lower Fore Street, Saltash PL12 6JX. Please provide your full name and indicate if you will be present at the meeting.

Yours sincerely,

S Burrows
Town Clerk

To Councillors:

R Bickford R Bullock (Vice-Chairman) S Gillies S Martin (Chairman) J Peggs B Samuels P Samuels D Yates	All other Councillors for information
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Agenda

1. Health and Safety Announcements.
2. Apologies.
3. Declarations of Interest:
 - a. To receive any declarations from Members of any registerable (5A of the Code of Conduct) and/or non-registerable (5B) interests in matters to be considered at this meeting.
 - b. The Town Clerk to receive written requests for dispensations prior to the start of the meeting for consideration.
4. Questions - A 15-minute period when members of the public may ask questions of Members of the Town Council.
Please note: Any member of the public requiring to put a question to the Town Council must do so by 12 noon the day before the meeting.
5. To receive and approve the minutes of the Devolution Sub Committee held on 29th September 2021 as a true and correct record. (Pages 4 - 10)
6. To consider Risk Management reports as may be received.
7. To receive an update on the Town Council's identified Devolution Assets and Land Programme and consider any actions and associated expenditure:
 - a. Saltash Waterside Partnership meeting notes and the future of the Waterside and Pontoon; (Pages 11 - 26)
 - b. Cornwall Council Standard Heads of Terms for the Maurice Huggins Tea Room and Victoria Gardens; (Pages 27 - 48)
 - c. Longstone Garage and Store existing lease terms. (Pages 49 - 72)
8. To receive a report on the Memorial Peace Garden and consider any actions and associated expenditure. (Pages 73 - 74)
9. To receive a report on Alexandra Square toilets and consider any actions and associated expenditure. (Pages 75 - 82)
10. To receive a report on Saltash car parks and consider any actions and associated expenditure.
11. To receive an update on the maintenance of Longstone Park and consider any actions and associated expenditure.
12. To consider recommending to Full Town Council a Devolution prioritisation Programme.

13. To further investigate the renovation of Summerfield Park by Friends of Summerfield and consider any actions and associated expenditure. (Page 83)
(Pursuant to Services Committee held on 9.2.22 minute nr. 88/21/22)
14. Public Bodies (Admission to Meetings) Act 1960:
To resolve that pursuant to Section 1(2) of the Public Bodies (Admission to meetings) Act 1960 the public and press leave the meeting because of the confidential nature of the business to be transacted.
15. To consider any items referred from the main part of the agenda.
16. Public Bodies (Admission to Meetings) Act 1960:
To resolve that the public and press be re-admitted to the meeting.
17. To consider urgent non-financial items at the discretion of the Chairman.
18. To confirm any press and social media releases associated with any agreed actions and expenditure of the meeting.

Date of next meeting: To be confirmed.

SALTASH TOWN COUNCIL

Minutes of the Meeting of The Devolution Sub Committee held at the Guildhall on Wednesday 29th September 2021 at 6.30 pm

PRESENT: Councillors: R Bickford, R Bullock (Vice-Chairman), S Gillies, S Martin (Chairman), P Samuels and D Yates.

ALSO PRESENT: Councillor S Miller and H Frank (Cornwall Council), S Burrows (Acting Town Clerk) and D Joyce (Administration Officer)

APOLOGIES: Councillors: J Peggs and B Samuels.

15/21/22 HEALTH AND SAFETY ANNOUNCEMENTS.

The Chairman informed those present of the actions required in the event of a fire or emergency.

16/21/22 DECLARATIONS OF INTEREST:

a. To receive any declarations from Members of any registerable (5A of the Code of Conduct) and/or non-registerable (5B) interests in matters to be considered at this meeting.

None.

b. Acting Town Clerk to receive written requests for dispensations prior to the start of the meeting for consideration.

None.

17/21/22 QUESTIONS - A 15-MINUTE PERIOD WHEN MEMBERS OF THE PUBLIC MAY ASK QUESTIONS OF MEMBERS OF THE COUNCIL.

None.

18/21/22 **TO RECEIVE AND APPROVE THE MINUTES OF THE DEVOLUTION SUB COMMITTEE HELD ON WEDNESDAY 21ST JULY 2021 AS A TRUE AND CORRECT RECORD.**

Please see a copy of the minutes on the STC website or request to see a copy at the Guildhall.

It was proposed by Councillor Martin, seconded by Councillor P Samuels and **RESOLVED** that the minutes of the Devolution Sub Committee held on Wednesday 21st July 2021 were confirmed as a true and correct record.

19/21/22 **TO CONSIDER RISK MANAGEMENT REPORTS AS MAY BE RECEIVED.**

No report.

20/21/22 **TO RECEIVE THE DEVOLUTION SUB COMMITTEE TERMS OF REFERENCE.**

It was proposed by Councillor Martin, seconded by Councillor P Samuels and **RESOLVED** to approve the Terms of Reference subject to the following amendments:

1. The quorum be reduced to five.
2. Under point one the wording be changed to investigate and potentially progress devolution of assets from Cornwall Council to Saltash Town Council working with the Community Link Officer.

21/21/22 **SALTASH LEISURE CENTRE.**

The Chairman briefed Members on the recent announcement of a public consultation, currently running and open for responses, due to Saltash Leisure Centre operators – Greenwich Leisure Limited (GLL) requesting Cornwall Council to allow them to cease operations in Saltash.

Members discussed in great length various concerns with the information currently available from Cornwall Council and the operators GLL.

Members further considered how this may fit in with current devolution plans and the potential impact on the Town Council and Saltash community if the Leisure Centre were to be devolved by the Town Council.

Members discussed the current situation and considered how the Town Council could become involved in any further development business plans / proposals of the future of the leisure centre.

Members further expressed concern due to insufficient data being unavailable and therefore an informed decision on a possible solution for the future of the leisure centre is difficult to ascertain.

Cornwall Councillor Frank informed the Sub Committee that Cornwall Council have now established an Engagement Team to further engage with the Town Council and residents during the consultation.

Members further discussed many reasons for the potential closure of the leisure centre to be opposed to, some of which include the clear necessity for better Health and Well-Being during the recent pandemic, the continued use of the leisure centre facilities for local schools and neighbouring towns, the need for tackling obesity, improving health and regular exercise which have all been included in the advice for defeating symptoms and long-term effects of COVID.

The Chairman briefed Members on various funding streams being further explored with the Acting Town Clerk and Cornwall Council's Community Link Officer, however, stressed that without confirmed data of the issues Saltash Leisure Centre and GLL operators are facing it is difficult to further progress at this time.

It was proposed by Councillor Martin, seconded by Councillor P Samuels and resolved to **RECOMMEND** to Full Council to be held on Thursday 7th October 2021:

1. To hold an Extraordinary Full Town Council meeting to include attendees from GLL, Cornwall Councillors and Cornwall Council Officer Julie Zessimedes with any questions forwarded in advance to the Acting Town Clerk with sufficient data and figures to be requested from Cornwall Council for Members to further consider viable options.
2. To issue a public statement on Saltash Town Councils current position and opposition of the closure of Saltash Leisure Centre including expressions of concern over the public consultation.
3. The Acting Town Clerk to register all Members to attend the virtual information public event to be held on 13th October 2021 at 7pm.

TO RECEIVE AN UPDATE ON DEVOLUTION.

Waterside & Pontoon

The Chairman briefed Members of a recent meeting held with Cornwall Council's Maritime Manager, Cornwall Councillors, Cornwall Council Community Link Officer, Town Council Members, Service Delivery Manager and Assistant Service Delivery Manager.

The Chairman informed Members of the Cornwall Council's Maritime Managers aim to revitalise Cornwall's maritime portfolio.

The Chairman further spoke of the conversations held which expressed some of the concerns such as the cost for sufficient lighting, waste management and issues relating to the sea wall should the Town Council wish to further pursue to devolve the waterside.

Cornwall Council Maritime Manager discussed the harbour area and informed the Chairman that all moorings currently belong to Plymouth City Council, with old by laws in place that are to be further investigated.

The Chairman advised Members that after careful consideration and reflection it is not believed to be sustainable for the Town Council to manage, maintain, be responsible for and operate the Waterside area.

Victoria Gardens

The Chairman discussed Victoria Gardens and the previous expression to prioritise the devolution of this asset. After further investigation the Chairman spoke of an alternative proposal ascertained which would allow the Town Council more freedom to manage and maintain without having to devolve from Cornwall Council and incur extensive costs to repair the railings, walls, maintenance to the trees.

The Chairman spoke of the current Tenancy at Will in place and the restrictions on the agreement in relation to the use of the Maurice Huggins Room and maintenance works that can be carried out within Victoria Gardens.

The Chairman requested consideration of a Five-Year Lease agreement with Cornwall Council which would allow the Town Council to further progress with the community use of the MHR and the freedom to further develop the grounds within Victoria Gardens without a substantial increased cost.

The Chairman went on to advise Members that if consideration to further lease Victoria Gardens rather than devolve from Cornwall Council it would prevent the Town Council from accessing the Capital Devolution Fund.

TO IDENTIFY AND PRIORITISE DEVOLUTION ASSETS AND LAND PROGRAMME.Waterside and Pontoon

After considering the update Members discussed the Transfer of Ownership and the possibility of alternative options to form a Waterside Partnership with a detailed management agreement to be negotiated with Cornwall Council.

Members agreed this would allow time for expertise to be gained as well as a service level agreement to assist with revenue costs without having to adopt the Waterside asset with no financial forecast.

It was proposed by Councillor Martin, seconded by Councillor Bickford and resolved to **RECOMMEND** to Full Council to be held on Thursday 7th October 2021 to:

1. Form a Saltash Waterside Partnership with Cornwall Council and other organisation's such as Cornwall Council Maritime Team and Saltash Coastal Communities Team.
2. Form monthly meetings to progress the Partnership.
3. Further progress a management agreement with Cornwall Council for a period of five-years.
4. Work up a set of Terms of Reference.

Victoria Gardens

Members agreed that a five-year Lease Agreement with Cornwall Council appeared to be a preferable option but expressed the necessity for Cornwall Council to agree to maintain ownership and address the high priority areas, such as, the railings/gates, walls, trees etc and continue maintenance during the lease period, the Town Council to be responsible for the maintenance of the low priority areas and management of the property and land.

Members stated that another option is a threshold limit be clearly set in the lease agreement should any maintenance works be above the amount stipulated then the responsibility would fall on the owners Cornwall Council.

Members stated that a break clause or review date be considered in the five-year lease should the Town Council wish to opt out as devolution progresses.

It was proposed by Councillor Martin, seconded by Councillor Bickford and resolved to **RECOMMEND** to Full Town Council on Thursday 7th October 2021 to further progress a five-year lease agreement with Cornwall Council's Community Link Officer for Maurice Huggins Room and Victoria Gardens.

Longstone Depot Garage and Store

It was proposed by Councillor Martin, seconded by Councillor Bullock and **RESOLVED** to give delegated authority to the Acting Town Clerk to liaise with Cornwall Council's Community Link Officer:

1. To ascertain if existing lease terms can be further renegotiated in relation to Longstone Depot Garage and Store.
2. To obtain an update on Longstone Park works to the wall, railings, tennis courts, bins, benches and play equipment.
3. To further explore the possibility of the Town Council improving certain areas within Longstone Park.
4. The Acting Town to report back at the next Devolution meeting.

24/21/22

FINANCE AND BUDGET:

- a. To review, consider and recommend the Town Council Five Year Plan devolution assets and land costs to the Property Maintenance Sub Committee.

It was proposed by Councillor Martin, seconded by Councillor Gillies and **RESOLVED** that the current Services budget 6588 EMF Victoria Gardens available funds of £10,000 allocated for repair and maintenance works to Victoria Gardens remains sufficient for the year 2022-23.

It was proposed by Councillor Martin, seconded by Councillor Gillies and resolved to **RECOMMEND** to the Precept Services Committee meeting to be held on 14th October 2021 to revisit budget 6571 EMF Saltash Recreation Areas for the year 2022-23 and to further invest in Town Council playparks / open space areas.

25/21/22

PUBLIC BODIES (ADMISSION TO MEETINGS) ACT 1960:

To resolve that pursuant to Section 1(2) of the Public Bodies (Admission to meetings) Act 1960 the public and press leave the meeting because of the confidential nature of the business to be transacted.

26/21/22 **TO CONSIDER ANY ITEMS REFERRED FROM THE MAIN PART OF THE AGENDA.**

None.

27/21/22 **PUBLIC BODIES (ADMISSION TO MEETINGS) ACT 1960:**

To resolve that the public and press be re-admitted to the meeting.

28/21/22 **TO CONSIDER URGENT NON-FINANCIAL ITEMS AT THE DISCRETION OF THE CHAIRMAN.**

None.

29/21/22 **TO CONFIRM ANY PRESS AND SOCIAL MEDIA RELEASES ASSOCIATED WITH ANY AGREED ACTIONS AND EXPENDITURE OF THE MEETING.**

None.

DATE OF NEXT MEETING

To be confirmed.

Rising at: 8.19 pm

Signed: _____
Chairman

Dated: _____

To receive an update on the Town Council's identified Devolution Assets and Land Programme and consider any actions and associated expenditure:

[Saltash Waterside Partnership meeting notes:](#)

Attendees: Chris, Hilary, Sheila, Richard, Sarah, Rachel, Catherine Thompson, Sinead Burrows and Shaun Webber

Maritime manager update:

CJ provided an overview of his/his teams work in the area. RB commented that it was good to see the impact of his efforts on the boats and thanked CJ for the work to the railings. SM welcomed his presence in the area.

RB advised that there is an aspiration to improve bathing water quality and improve connectivity to the town centre, with consideration being given to a SPF bid.

Pontoon:

STC will be reviewing the budget for the pontoon – where it's at and what's needed, with recognition that it needs to get to a more viable economic position.

Pontoon to be a standing item on future agendas.

CCT:

RB advised the work undertaken to date is at a point to share and keen to undertake local consultation. It was agreed that an update needed to be provided to Cornwall Council first – CT to liaise with the CCT and organise.

AOB:

Pop up site – is there any insight as to how well the business did last year? CT to ascertain what, if any, information is available.

Is there an opportunity for a paddleboard business to set up? SLB to liaise with a business who may be interested and feedback.

Next meeting – on site if possible before the end of March.

Local ownership and management of existing Cornwall Council facilities and assets for the benefit of Saltash

Proposal by Saltash Town Council

Report prepared by Councilor Richard Bickford September 2016

Key Features

This proposal reflects widely held views that Saltash Waterfront is the 'Jewel in the Crown' of Saltash and should be managed and improved to benefit the town as a whole.

Ownership of the pontoon, garages, car and boat park would pass to Saltash Town Council (through Cornwall Councils Devolution Scheme).

The Town Council would also take on management of slipways, quay, pier and beaches, taking an income from them where achievable.

In the longer term, the Coastal Communities Team could become the vehicle for promoting events / businesses on the waterfront, and would work closely with local organizations and businesses. The CCT is currently a Town Council Working Group.

Expansion and improvement of facilities for water users would help to attract new users to the Waterfront area.

The benefits to local businesses could, combined with improved links to the town centre, extend to the wider area of Saltash.

Management of improved facilities and additional mooring / storage would increase turnover and help to secure the area's financial future.

Basis for this proposal

This proposal is based on the extensive work carried out by the Saltash Coastal Communities Team and its report should be used in conjunction with this proposal. It also reflects the emerging views from the Saltash Neighborhood Plan.

Our Vision

Saltash Town Council consider the Waterfront area of the town to be extremely important, the 'Jewel in the crown' of Saltash, and a 'Unique Selling Point' for the town and local area. The area is home to centuries of history based around providing a crossing of the Tamar River. From the man powered rowing boats through to the

building of two magnificent bridges. Brunel's Royal Albert Bridge which holds a unique status throughout the world and provides a wonderful dominating backdrop to the entire area.

The emerging Neighborhood Plan further strengthens the desire to improve the area and provide a resource that the town can be proud of and that others seek to replicate. To achieve this the Town Council feel it is vital that many of Cornwall Councils assets should be moved into local ownership or management to enable the town to achieve its goals.

A strong leisure based vision would see more water based activities taking place through organizations like Saltash Sailing Club, the Tamar Canoe Association and Caradon Pilot Gig Club. The assets discussed here form some of the key facilities to deliver this vision. For example, the pontoon is vital for the Caradon Gig Club in running local Gig racing events, without it they would struggle to run events, putting the Town's Regatta seriously at risk. The pontoon could provide a facility for Saltash Sailing Club based racing fleets to easily access their boats for local fleet racing – the Sailing Club has a much envied fleet of J24 racing boats competing on a Thursday night that might be expanded further if pontoon berthing were available.

This proposal could deliver better facilities for the Tamar Canoe Association, based from Jubilee Green who could expand their offer if additional space, water and power could be provided as part of a wider vision.

The refurbished pontoon would be re-launched, with additional security measures at the entrance to deter anti-social behavior and theft. Derelict boats would be cleared from the beaches and a license system introduced (possibly through the intervention of the QHM) as a means of controlling and monitoring beach use. Physical measures could be taken to control boat trailer parking. Trailer parking and launching charges could be introduced to better manage the available facilities.

Mooring charges could be collected annually and centrally by Saltash Town Council. Policing could be through an extension to existing staff contracts. Collection of short term and visitor mooring fees would require staff presence at evenings and weekends. With current levels of use, it is unlikely that the income from mooring fees would cover staff costs.

The overall aim is to provide a sound financial framework for the Waterfront area that requires only moderate council financial support, but would deliver significant benefit for the town of Saltash as a whole.

Benefits of Local Management:

The Coastal Communities Team report identified long-held views that local management of Waterfront facilities are likely to lead to extensive benefits, these are:

- More regular monitoring should prevent unwanted behavior and abuse of facilities
- Likely to deliver revenue that can be reinvested
- The Town Council can react more quickly to local needs
- STC can deliver a service that matches the vision for Saltash Waterfront

Assets currently in Cornwall Council ownership to be transferred or managed by STC

The Freehold of the following assets (as shown on plan 1) would be transferred to Saltash Town Council:

- Jubilee Green Boat park
- Jubilee Green garages
- Jubilee Green 12 hour stay Long parking bays
- Jubilee Green car park
- Jubilee Green pontoon
- 'Waterside Station' play park

The management of following assets (as shown on plan 2) would be transferred to Saltash Town Council:

- Jubilee Green slipway
- Old Ferry Road slipway
- Saltash Pier (new)
- Saltash Town quay (old)
- Saltash Town beach
- Sand quay beach
- Brunel Green beach

Proposal

That Saltash Town Council agree to take on the assets as detailed within this proposal.

DOG continue to look at possible management options for the Jubilee Green pontoon.

Assets in detail

Jubilee Green Boat Park, Garages and Slipway

The boat park is in reasonable condition and only requires minor localised repair and refurbishment. Consideration should be provided for the upgrade / replacement of the storage garages, particularly the doors and roof. The slipway could be extended to provide all states of tide access. The boat park and garages would provide a good revenue stream.

Financial

Possible replacement of garage doors; roof; rainwater goods = £19,000

Income identified by CCT report is £15,500 pa
(This could increase to in excess of £25,000 pa with increased facilities and launching fees)

Income over 10 years			
Maximum with no improvements	10 x £15,500	=	£150,500

Jubilee Green Car Park

The car park is in reasonable condition and only requires minor localised repair and refurbishment. Charging could become an option, but would require a sensitive review of all parking on the Waterfront. Local management would allow more flexible and easier use for local needs, such as for the Regatta. Little enforcement is carried out, STC could choose to make changes to length of stay and enforcement.

Financial

Minor repairs to car park = £10,000

At present, no income is derived, but this could be up to £9,000 pa should charges be introduced.

Jubilee Green Pontoon

Saltash Town Council recognizes the importance of the pontoon to provide valuable all states of the tide access to mooring facilities for long and short stay visits. The pontoon provides level or ramped access from a Public Car Park to the main pontoon, so can provide wheelchair-friendly access to the water.

It is understood that the pontoon is likely to be the most difficult and expensive asset to maintain, however the Town Council consider it an important part of our Waterfront plan, and believe that local ownership and management of the pontoon and proper collection of mooring fees will allow it to generate significant income that can be put aside for a proper maintenance regime.

The Town Council will look to create an 'Ear Marked Fund' that is ring fenced and added to annual through precept to ensure timely maintenance takes place that is properly funded. The fund will support ad hoc maintenance and will be built up to support major maintenance or replacement in the future.

Management

DOG have asked for a small group to meet with a local commercial firm to look at possible management options that would ensure the facility is maintained at no cost to the Town Council.

Financial

Pontoon Refurbishment

The original manufacturers have quoted a price of £55,000 to remove, takeaway, refurbish and reinstall the pontoon in good order after 14 years of heavy use.

Cornwall Council are offering £35,000 towards this with the remaining £20,000 proposed to come from either Section 106 monies or through an application to the Coastal Revival Fund.

Duchy of Cornwall

The Duchy of Cornwall retain ownership of the Fundus (the seabed), and will require payment for pontoon remaining, and an annual fee. This is similar to their requirement for an annual fee for all moorings on the Tamar River. The Local Devolution Fund is due to fund the initial payment to the Duchy, the ongoing fee is currently set at 30% of income.

Pontoon inspection/maintenance £1,000 pa

Income pa

10 Annual berths @£1200 pa	£12,000
2 Commercial berths @1500 pa	£3,000
150 Visitor stays @ £15 per night	£2,250
Total revenue pa	£17,250

Income after Duchy payment = £12,075
(Up to £24,000 if facilities are improved significantly)

Income over 10 years

Income with no improvements	10 x £12,075 =	£120,750
Income with improvements	10 x £24,000 =	£240,000

Costs over 10 years

Annual costs	10 x £1000 =	£10,000
Duchy fees pa	10 x £5,175 =	£51,750
Total	=	£61,750

Cost after 10 -15 years

Pontoon refurbishment	1 x £55,000 =	£55,000
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Old Ferry Slipway, Saltash Pier & Town Quay

The slipway, pier and quay are in serviceable condition and we recommend localised repair / maintenance and replacement of the tarmac to the quay. STC are proposing to take on local management of these assets, with maintenance costs remaining with CC.

Finance

Localised repairs (Cornwall Council cost) = £10,000

Removal of existing tarmac on Town Quay and renewal = £16,000

At present, no income is derived. Potential income from launch fees (Slipway), landing fees (Town Pier) and berthing fees (Town quay). Landing fees on the Town Pier will continue to be passed to Cornwall Council. Any new fees that STC can collect from the Town quay could be split between STC and CC.

Ashtorre Wharf Sheds and Slipway

This area is dominated by Network Rail owned sheds which do not form part of this agreement. The long term vision is to regenerate the area with either refurbished or rebuilt facilities. There is a short half tide slipway, owned by CC. STC would take on the local management of this along with the other slipways. It is in reasonable condition and should require minimal maintenance by CC.

At present, no income is derived and there would be little opportunity for any in the long term.

Beaches

The beaches around the Waterfront are owned by CC and are currently not managed to any great degree. A certain amount of removal of clearly abandoned craft are removed, but there are no mooring fees received, no checks on ownership and no control of where boats can be moored. STC will gain the ability to work with local organizations and residents about how better to manage the beaches for the benefit of the Waterfront as a whole.

Financial

There will be staffing and admin costs associated with the management of beach moorings. Exact costs and income should be reviewed before we choose to implement such control, but income has been estimated at a potential £3,600 pa.

Costs to remove abandoned boats range from £40 - £200 for the majority of small craft.

Next steps

Subject to approval by Cornwall Council and Saltash Town Council further work will be required to outline the Operation Procedures for the management of differing assets, and STC's Staffing Committee will need to consider staffing requirements. An application to the Section 106 group may be required to cover signage costs and potentially some of the staffing costs.

Income

Asset	Conservative pa	10 Year		Possible extra pa
Jubilee Green Boat Park, Garages and Slipway	£15,500	£150,500		£9,500
Jubilee Green Car Park				£9,000
Jubilee Green Pontoon	£12,075	£120,750		£11,925
Beach mooring				£3,600
Total	£27,975	£279,750		£31,025

Costs

Asset	Cost pa	10 Year		Possible one off costs
Jubilee Green Boat Park, Garages and Slipway	£1000	£10,000		£9,000
Jubilee Green Car Park	£1000	£10,000		
Jubilee Green Pontoon	£6,175	£61,750		£55,000
Beach mooring	£unknown			
Total	£8,175	£81,750		£64,000



Cornish Times - April 2016

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Saltash Waterfront Devolution Plan timeline:

Immediate

- Complete Job Description, advertise and appoint Waterfront Warden
- Establish charging regimes for Dinghy Park, Pontoon and Garages.

Short Term Plan (Years 1 and 2)

- Regular checks for Infrastructure issues on CC and STC assets
- Report issues to CC including safety concerns
- Establish monitoring regime for checking fees are paid
- Investigate partner to collect/remove/store/release unauthorised vehicles and boats.
- Monitor Dinghy Park, Pontoon and slipway usage.
- Carry out ad-hoc charging for visiting boats staying on the pontoon.
- Formulate plans for controlling beach mooring
- Collate figures and evidence of Summer parking and launching issues
- Asses pontoon usage and revenue from all assets

Medium Term Plan (Years 2 -10)

- Implement beach mooring plan
- Develop and implement charging schemes for long stay trailer bays
- Investigate Winter storage facility utilising long trailer bays and under utilised car parking spaces.
- Investigate the possibilities of launching charges
- Develop and implement charging regime for the Town Quay

Costs

Most of these plans primarily involve staffing costs rather than capital outlay. There is no specific proposal at this stage for significant capital works.



Dated _____ 2017

Tenancy at Will

Relating To Pontoon at Brunel Green, Saltash

- 1) The Cornwall Council**
- 2) Saltash Town Council**

Legal Services, Cornwall Council

Fourth Floor, North Wing, County Hall, Truro, Cornwall, TR1 3AY

Ref: CO/

THIS AGREEMENT is dated _____ 2017

PARTIES

- (1) THE CORNWALL COUNCIL of New County Hall, Treyew Road, Truro TR1 3AY (the **Council**); and
- (2) SALTASH TOWN COUNCIL of The Guildhall, Lower Fore Street, Saltash, Cornwall PL12 6JX (the **Tenant**).

AGREED TERMS

1. INTERPRETATION

The following definitions apply in this agreement:

Pontoon: the platform anchored to the Council's Property and shown coloured red on the attached plan.

Permitted Use: for the mooring of boats.

Council's Property: Brunel Green and sea wall, Saltash shown edged in green on the attached plan.

Rent: £1 per annum.

2. GRANT OF TENANCY AT WILL

- 2.1 The Council lets and the Tenant takes the Pontoon on a tenancy at will beginning on and including the date of this agreement.
- 2.2 The Council and the Tenant acknowledge that this agreement creates a tenancy at will terminable at any time by either of them, notwithstanding that the Rent is calculated and payable by reference to a period and that the Council intends to demand the Rent, and that the Tenant has agreed to pay the Rent, by reference to that period.

3. TENANT'S OBLIGATIONS

- 3.1 The Tenant shall pay the Rent and any value added tax in respect of it in advance and without any deduction, set off or counterclaim on every anniversary of the date of this agreement.
- 3.2 The Tenant shall not:
 - (a) use the Pontoon otherwise than for the Permitted Use;
 - (b) assign, underlet or otherwise dispose of the Pontoon or any part of it or any interest in it;
 - (c) cause any nuisance or annoyance to the Council or to any owners or occupiers of neighbouring Pontoon.
- 3.3 The Tenant shall keep the Pontoon clean and tidy and in good repair and condition.
- 3.4 The Tenant shall ensure that the solar powered navigational lights in the positions marked with an "X" on the attached plan are regularly monitored and kept in good working order.

- 3.5 If the Pontoon or any part of it is damaged or destroyed, the Tenant shall reinstate or rebuild the Pontoon in a manner equivalent to the Pontoon before the damage occurred.
- 3.6 The Tenant shall not make any alteration or addition to the Pontoon without the written consent of the Council.
- 3.7 The Tenant shall not attach any signs to the Pontoon except for signs of a design, size and in a position appropriate to the Permitted Use.
- 3.8 The Tenant shall act at all times in a reasonable and responsible manner and in accordance with any regulations that may be made by the Council from time to time.
- 3.9 The Tenant shall be responsible for all outgoings and non-domestic rates charged on the Pontoon.
- 3.10 The Tenant shall pass on any notices or other correspondence received and addressed to the Council or relevant to the Council's interest in the Council's Property.
- 3.11 The Tenant shall allow the Council (and all others authorised by the Council) to enter the Pontoon at any reasonable time for the purpose of ascertaining whether the terms of this agreement are being complied with and for any other purposes connected with the Council's interest in the Council's Property.
- 3.12 When the Tenant vacates the Pontoon at the termination of the tenancy created by this agreement, it shall remove all items belonging to it and shall clear all rubbish from the Pontoon.

4. COUNCIL'S OBLIGATIONS

- 4.1 The Council shall allow the Tenant (and its employees and visitors) access to and egress from the Pontoon over such parts of the Council's Property as are designated from time to time.
- 4.2 The Council gives no warranty that the Council has the legal right to place the Pontoon on the water falling outside the Council's Property.

5. INDEMNITY

The Tenant shall keep the Council indemnified against all liabilities, expenses, costs (including but not limited to any solicitors or other professional costs and expenses), claims, damage and losses suffered or incurred by the Council arising out of or in connection with the use and occupation of the Pontoon, or from any breach of any tenant covenants in this agreement, or any act or omission of the Tenant or their workers, contractors or agents or any other person at the Pontoon with the actual or implied authority of any of them.

6. MISCELLANEOUS

- 6.1 A person who is not a party to this agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

- 6.2 This agreement and any dispute or claim arising out of 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.
- 6.3 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

Signed on behalf of The Cornwall Council

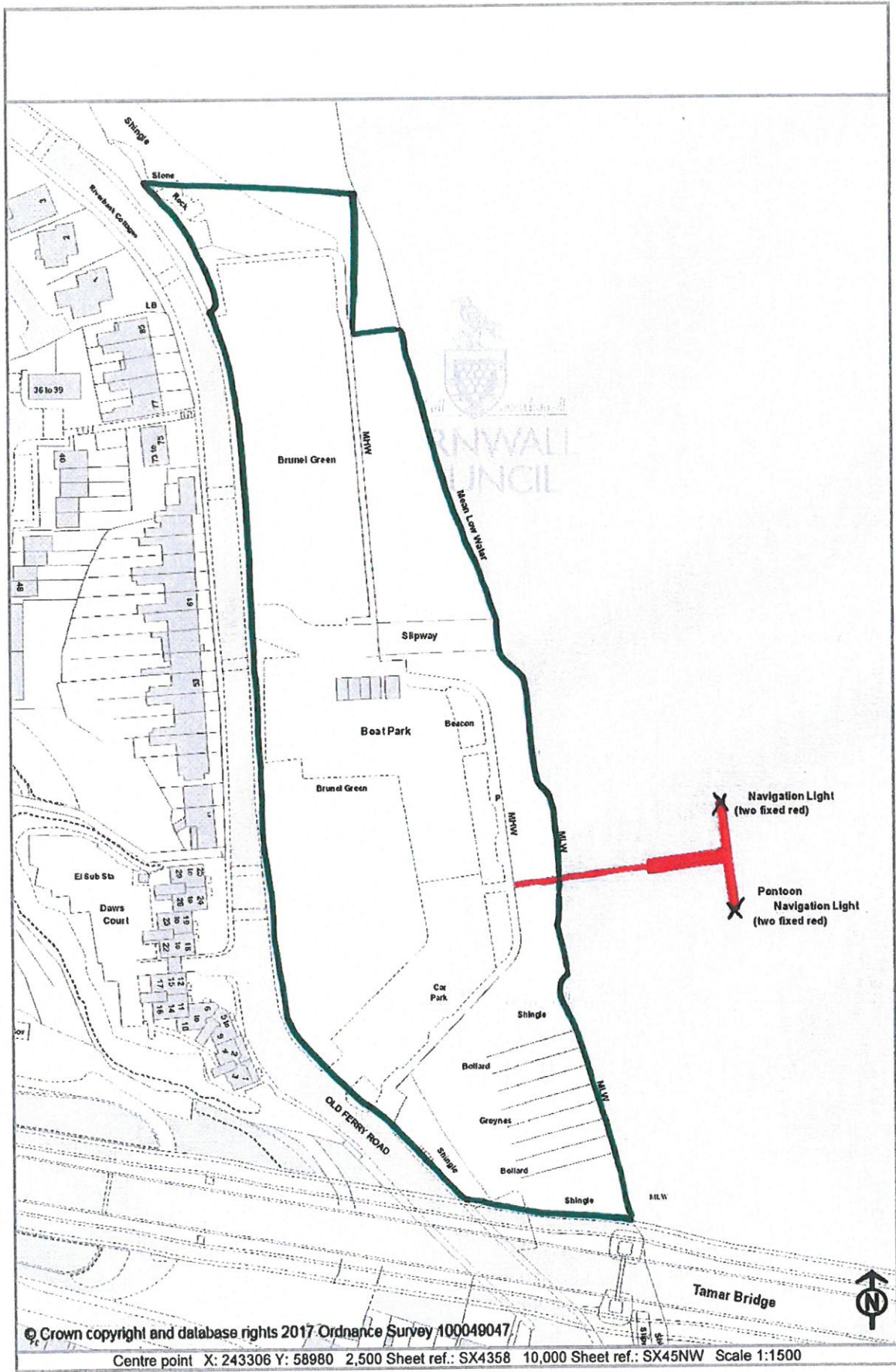
Signature

Name

Signed on behalf of Saltash Town Council

Signature 

Name Cllr Jean Dent
Mayor of Saltash.





CORNWALL COUNCIL STANDARD HEADS OF TERMS

SUBJECT TO CONTRACT

19th October 2021
Our Ref: 18065/ 17215

<p>PROPERTY:</p>	<p>Maurice Huggins Tea Room and Victoria Gardens, Callington Road, Saltash, PL12 6LA as indicated edged red on the attached plan and for the avoidance of doubt the demise will include the retaining boundary walls.</p>
<p>INTENTION:</p>	<p>New lease to be drafted by Cornwall Council Legal Services.</p>
<p>LANDLORD’S CONSENT</p>	<p>Please note that where Landlord’s Consent is required under the terms of your lease this is IN ADDITION to other consents such as licencing and planning consent which may also be needed, albeit that these other consents may also be required from Cornwall Council as the local authority. Cornwall Council has various statutory functions; for example, the Council’s role as planning authority is entirely distinct from in its capacity as a landowner.</p>
<p>LANDLORD:</p>	<p>Cornwall Council New County Hall Treyew Road Truro TR1 3AY</p>
<p>LANDLORD’S SOLICITOR:</p>	<p>Legal Services Cornwall Council New County Hall Treyew Road Truro TR1 3AY FAO: TBC</p>



LANDLORD'S SURVEYOR:	Cornwall Council Estates Delivery Chy Trevail Beacon Technology Park Bodmin PL31 2FR FAO: Jo Keene Tel: 07955 434 474 Email: Jo.Keene@cornwall.gov.uk
TENANT:	Saltash Town Council The Guildhall 12 Lower Fore Street Saltash PL12 6JX FAO: Sinead Burrows Tel: 01752 844846 Email: sinead.burrows@saltash.gov.uk
RENT:	One peppercorn payable annually in advance if demanded. Cornwall Council Legal Services will collect the rent due on completion of the Lease.
RENT REVIEW:	None
VAT	All figures stated are exclusive of VAT, if applicable.
INSURANCE:	The Tenant is responsible for their own buildings and contents, employer's and public liability insurance (the latter up to a minimum of £5 million, and provide proof of the policy to the council within 14 days of the request).
OTHER CHARGES:	The Tenant is responsible for Business Rates, utilities and any other applicable charges.
TERM COMMENCEMENT DATE:	The Landlord is aware that the tenant is in occupation of the Tea Rooms and has been for some time. The Landlord proposes the term commencement date as 1 st June 2021.



LEASE TERM:	Five years subject to a Break Clause as set out below.
BREAK CLAUSE:	<p>Either party may terminate the Lease at any time during the Lease Term by serving upon the other party not less than three months' notice in writing.</p> <p>In the event that the property is devolved freehold to the Tenant the lease shall terminate immediately.</p>
USE:	<p>The property is currently used as a community hub/ community day centre with surrounding amenity gardens/ parkland.</p> <p>The Tenant must seek the Landlord's prior written consent to any proposed change of use.</p>
REPAIR:	The Tenant shall be responsible for maintaining and repairing the interior and exterior of the Maurice Huggins Tea Room and for maintaining the landscaping, grounds and boundaries of Victoria Gardens, including the Grade II Listed monument which shall not be altered, the walls and railings and any gates, all planted areas, trees, shrubs and grassed areas and any rubbish bins therein.
DECORATIONS:	The Tenant is to keep the premises in a clean and tidy condition. The Tea Rooms are to be painted externally every 5 years and internally every 3 years. The park railings are to be painted when required but at least once in 5 years.
ALIENATION:	<p>The Tenant shall not assign the whole or any part of the Property and similarly shall not sub-let or share the whole or any part of the Property except that the Tenant may allow Community interest groups to use the property on the basis that no formal Landlord and Tenant relationship is created.</p> <p>Public access to Victoria Gardens will be maintained.</p>



<p>ALTERATIONS:</p>	<p>Within the Maurice Huggins Tea Rooms, internal non-structural alterations or additions are permitted, without the Landlord's prior written consent. External alterations are permitted, subject to seeking the Landlord's prior written consent.</p> <p>With regard to Victoria Gardens, no alterations will be permitted unless this is in line with maintaining the Gardens as a Public open space, eg. Relocation of park furniture, replanting landscaping, relocating bins, etc...</p> <p>At the end of the Term the tenant must remove and reinstate any alterations, advertisements and fixtures and fittings and make good any damage caused if required so to do by the Landlord.</p>
<p>YIELD UP:</p>	<p>At the end of the Term (howsoever determined) the Tenant will Yield Up the Property in accordance with the repairing, cleaning and decoration obligations of the Lease.</p> <p>The Landlord may remove, store and if not collected within 10 days, may sell or otherwise dispose of any furniture or goods which the Tenant fails to remove from the Property at the end of the tenancy. The Tenant shall be responsible for all reasonable costs which the Landlord may incur. The Landlord shall be entitled to deduct such costs from any monies lawfully due to the Tenant.</p>
<p>SECURITY OF TENURE:</p>	<p>The Lease shall be contracted outside of the security of tenure provisions contained in S.24 to S.28 of the Landlord & Tenant Act 1954.</p>
<p>LEASE PLAN:</p>	<p>Lease Plan attached.</p> <p>The Property demised to the Tenant is shown edged in red on the Lease Plan.</p>
<p>SIGNAGE:</p>	<p>The Tenant will be granted the right to erect and alter the Tenant's signage on the Property, subject to Landlord's consent and subject to obtaining any necessary statutory consents.</p>

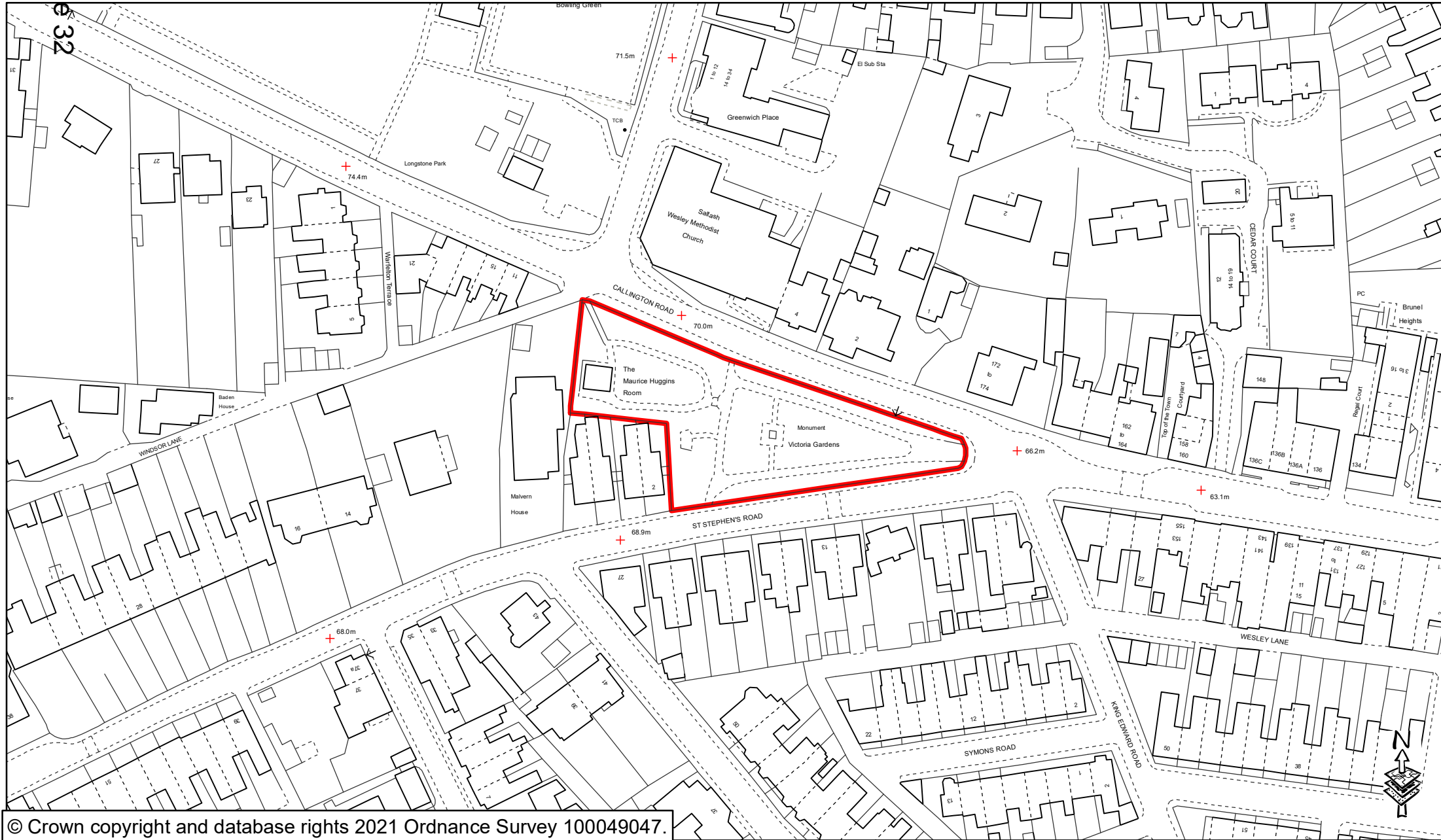


OTHER TERMS:	<p>The Landlord reserves its right to ask for sight of any insurance certificates and evidence of adherence to legislation (for example: Fire Risk Assessment) and guidance for any of the Tenant's uses. The Tenant must provide a copy of the requested documentation within 14 days of the request made.</p> <p>The Tenant shall comply with all statutory requirements including planning legislation and Health & Safety requirements.</p>
COSTS:	Each to bear their own costs.
CONDITIONS:	<p>Subject to:</p> <ol style="list-style-type: none"> 1) Landlord's Formal Approval

Maurice Huggins Tea Room & Victoria Gardens, Saltash

Scale 1:1,250 Paper Size: A4

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BUILDING SURVEY REPORT

In respect of:

**Victoria Gardens
Callington Road
Saltash
PL12 4DL**

carried out on behalf of:

**Saltash Town Council
The Guildhall
Lower Fore Street
Saltash
PL12 6JX**

Prepared by:

Geoff Peggs Assoc RICS
**38 Callington Road
Saltash
Cornwall
PL12 6DY**

Geoff Peggs Assoc RICS
38 Callington Road
Saltash
Cornwall
PL12 6DY

March 2018

Saltash Town Council
The Guildhall
Lower Fore Street
Saltash
PL12 6JX

Dear Town Clerk

RE: VICTORIA GARDENS, CALLINGTON ROAD, SALTASH

1.0 INSTRUCTIONS & SCOPE OF REPORT

- 1.1 Instructions were received from you for an inspection of the Gardens and the survey was carried out on the 13th and 20th March 2018.
- 1.2 The weather on both days was dry and bright.
- 1.3 The report is confidential to the client and your professional advisors and therefore any liability to a third party is hereby disclaimed.

1.4 Mining

From records noted mining has not taken place in these areas.

2.0 THE SITE

Victoria Gardens is an ornamental garden area with selected trees, shrubs and other planting.

Within the Gardens there is the 'Maurice Huggins Room' which has been subject to a previous survey and therefore details of that building are not considered within this report.

There is also a monument and masonry 'bandstand' within the Gardens.

The Gardens are situated at the top of Fore Street, Saltash, and are bounded by Callington Road to the north and St Stephen's Road to the south, and by properties in Callington Road and St Stephen's Road to the west.

The site slopes up from Fore Street towards the western boundary but is relatively level between north and south boundaries.

3.0 DESCRIPTION OF PREMISES

The masonry walls to the north and south of the site converge at the eastern corner of the Gardens at the top of Fore Street.

The boundary to the west is the masonry wall between Victoria Gardens and land belonging to nos 2 - 8 St Stephen's Road, and a masonry wall and bank between Victoria Gardens and Malvern House Residential Nursing Home also in St Stephen's Road. These sections of wall are approximately 2.0m high.

The walls forming the north and south boundaries to the Gardens are up to 1100mm in height and topped with a 950mm high decorative wrought iron balustrade. These walls are of random-coursed solid masonry with a mix of stone – primarily granite – and have either granite coping stones or cast in situ concrete copings.

The walls act as retaining walls to the Gardens with the ground level within the Gardens being close to the underside of the coping stones for the majority of the length of the walls. There is no evidence of weep-holes or drainage to permit water to drain from the Gardens and this will, no doubt, be contributing to the poor condition of mortar in places. However, the walls have been in place for more than 100 years and I see little point in expensive work excavating behind the walls to install form drainage and weep-holes at this time.

There are minor areas of pointing to various sections of the walls – see Appendix A – and these defects are encouraged by weed growth in the walls.

I recommend that weeds be removed, defective areas of pointing raked out and the masonry re-pointed with a lime-based mortar.

There are a number of areas where displacement of individual stones has taken place to masonry to the north boundary wall – see Appendix B.

This is most evidenced at the lower end of the north boundary where an *Araucaria Araucana* tree (commonly known as a 'Monkey Puzzle' tree) has been left to its own devices and has spread. These trees will grow to heights in excess of 12 metres with an 8 metre spread over a long period of time and it is likely that this particular specimen was planted when the Gardens were originally laid out.

The displacement will continue if the tree is to stay in-situ. To prevent further deterioration of the wall, without removal of the tree, I suggest stainless steel strapping of the wall.

There is evidence of settlement around the top gate off Callington Road and also some minor damage to the dwarf masonry walls leading towards the Maurice Huggins Room – see Appendix B. These areas require some very minor reconstruction work.

Coping stones, particularly to the south elevation, are poorly pointed and are misaligned in places. Most of the trees have been removed from this boundary but there are a number of mature shrubs that will be contributing to this damage. I recommend that coping stones be realigned, where possible, and defective joints re-pointed, again in lime based mortar.

Towards the upper end of the south boundary the wall is out of plumb with the wall leaning towards the footpath by up to 5 degrees over the height of the wall - see appendix B. This movement has occurred over a long period of time and cannot be prevented from continuing unless the back of the wall is excavated, pressure removed, and the wall taken down and rebuilt incorporating drainage and weep holes. I do not, however, consider this to be a priority at this time especially as masonry is in sound condition but regular monitoring is advised and should the wall deteriorate or become unstable rebuilding will have to be considered.

The wall forming the west boundary of the Gardens is of random-coursed solid masonry – likely to be from a local quarry.

The section of wall between Victoria Gardens and no 2 St Stephen's Road – see Appendix C – is covered in ivy and other vegetation and can only be seen clearly from the private garden to no. 2 St Stephen's Road. This is, in effect, a party structure between the Gardens and no. 2 St Stephen's Road. From the limited inspection possible the wall appears sound. There follows a length of hedge approximately 2m- 3m in front of the wall comprising a mix of shrubs but primarily *Salix*, *Bay*, *Blackthorn* and *Ivy* see appendix D

The wall then turns approximately 90 degrees and runs along behind properties numbered 2 - 8 St Stephen's Road and, as with the aforementioned mentioned length of wall is a party structure between the Gardens and nos 2 - 8 St Stephen's Road. For the majority of the length of the wall there is a tall hedgerow as before - comprising a mix of shrubs but primarily *Salix*, *Bay*, *Blackthorn* and *Ivy* (appendix D) – this restricts the possibility of accurate inspection but it is assumed that the owners of 2 - 8 St Stephen's Road will be monitoring the condition of the wall and will have raised any problems with Cornwall Council at a previous time should they consider the wall to require repair. It would be advisable for your legal people to check with Cornwall Council - the current owners of Victoria Gardens - whether there have been requests from persons with an interest in these sections of wall regarding repairs.

Behind the Gardens to no. 8 St Stephen's Road the wall is exposed for inspection and is part rendered. There is evidence of a former lean-to

building against this wall and the wall to Malvern House. There is loose masonry and this should be re-pointed.

From the rear of no. 8 St Stephen's Road the wall then turns another 90 degrees and becomes a party structure between Victoria Gardens and Malvern House. This is also of random-coursed solid masonry and forms a retaining wall for Victoria Gardens. Behind the Maurice Huggins Room the wall is hidden by hedgerow, similar to that on other boundaries, but the masonry is exposed to the north of the Maurice Huggins Room as far as the north boundary to the Gardens.

Here the wall is generally poor with loose stones and copings and I recommend all loose stones and copings be removed and parts of the wall be rebuilt to match the existing.

4.0 BALUSTRADE & ENTRANCE GATES

On the top of the north and south boundary walls is a 'bow topped' wrought iron railing – generally in sound condition although paintwork is beginning to deteriorate and this will lead to corrosion of the metalwork.

I recommend a complete preparation and redecoration of the balustrade.

There are, however, some parts of the balustrade where severe corrosion has taken place and repairs/replacement are required – see positions on Appendix E.

The lower gate on the north elevation does not operate and the lower hinge should be replaced to match that of the gates facing onto Fore Street.

The upper gate to the north elevation is slightly misaligned and some adjustment to the hinge/post is required so as to correct closing and locking.

Remaining entrance gates all require some minor adjustment. The decorative condition is the same as the railings and I recommend a full preparation and redecoration of all areas.

5.0 PATHS, ETC

There are granite steps above the monument and these areas are in acceptable condition.

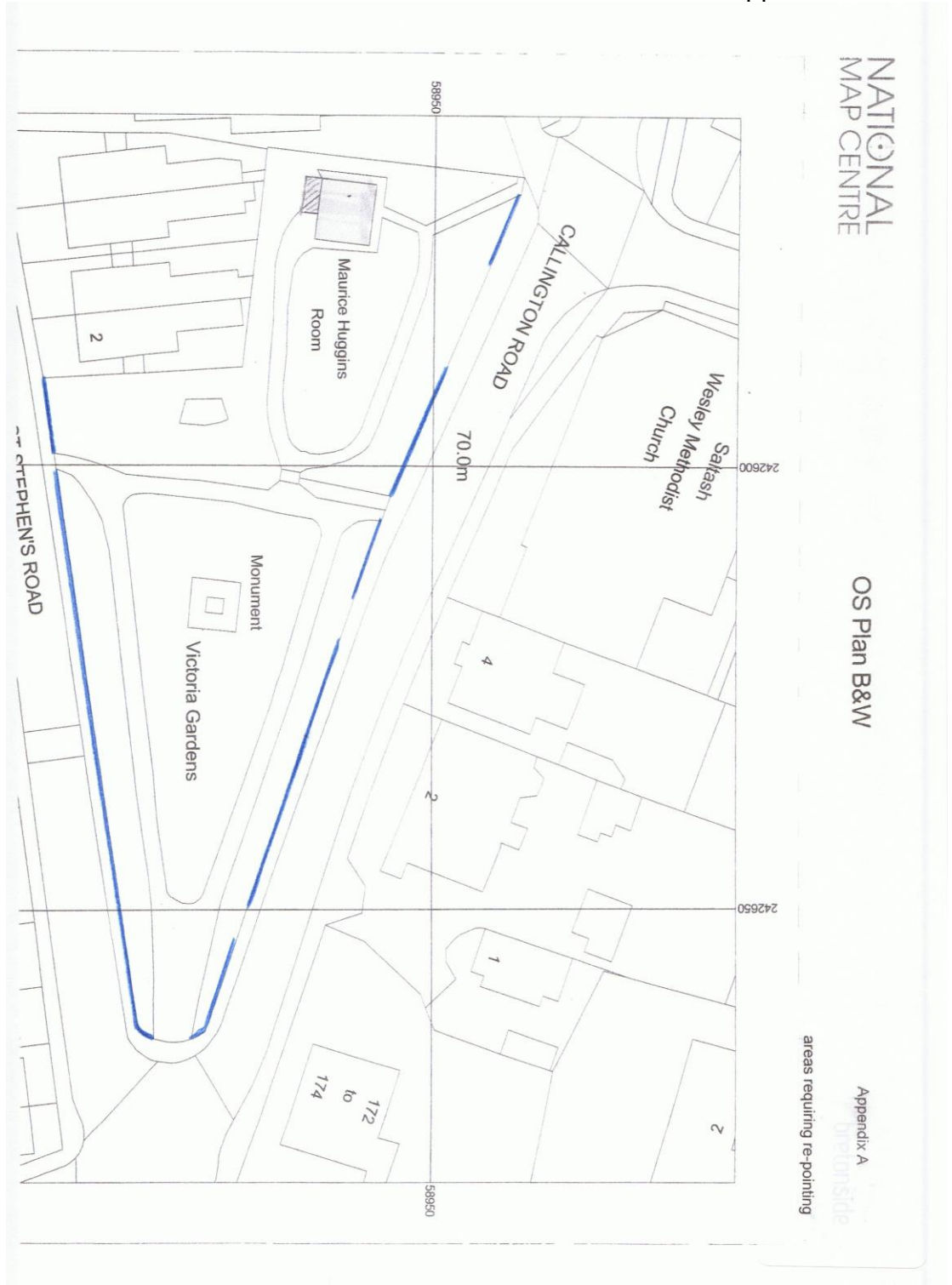
The monument itself requires some minor re-pointing to the stones forming the plinth to the monument.

The masonry wall forming the bandstand requires some minor re-pointing work, but is generally in acceptable condition.

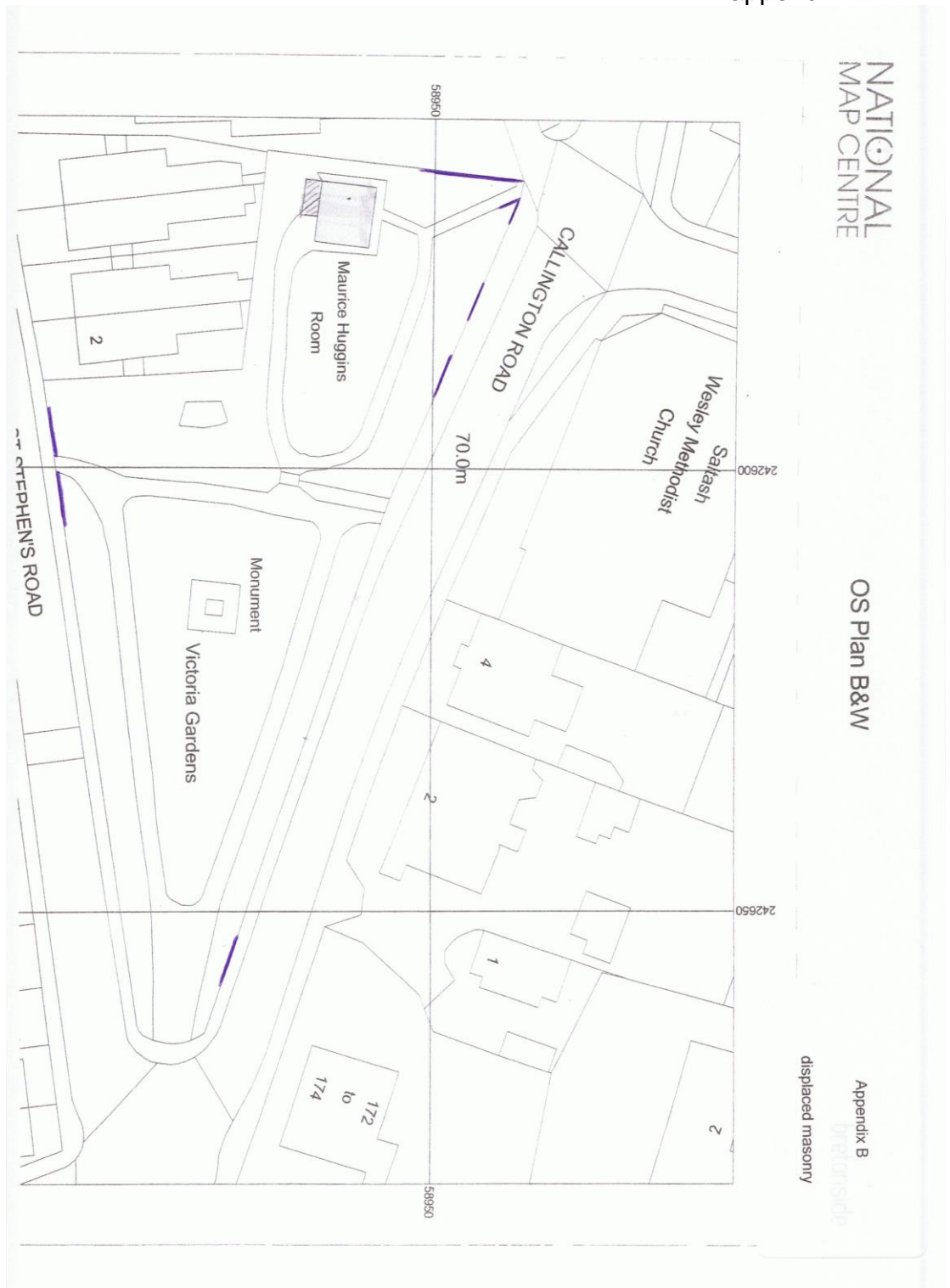
Hedgerows appear to have been recently trimmed and pruned and the gardens generally appear in acceptable condition for the time of year. Similarly, bench seats appear in acceptable condition.

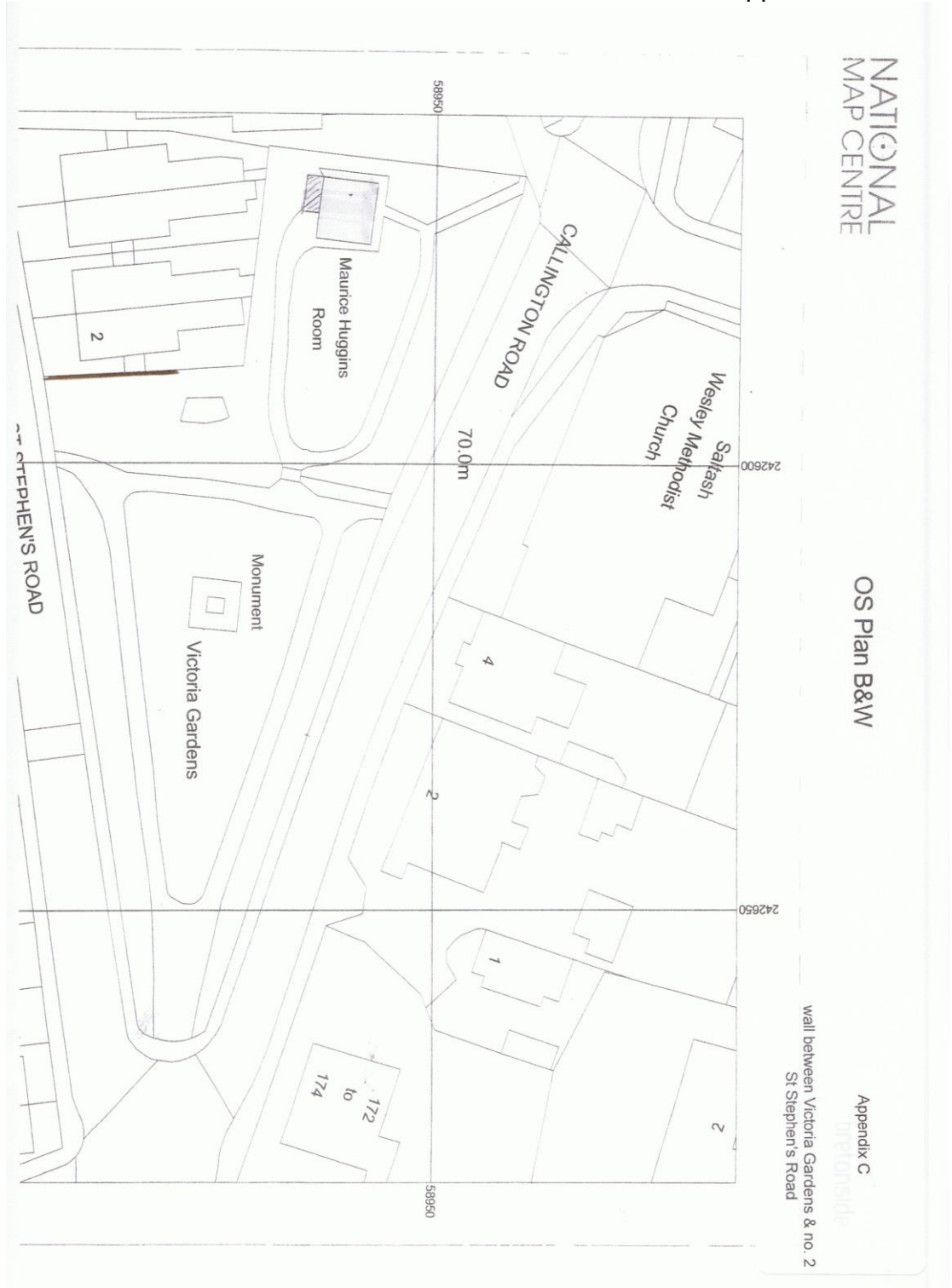
Pathways are primarily finished with tarmac, although there are some minor areas of concrete, and generally are in reasonable condition. Exceptions are shown on Appendix F and these areas have been damaged because of tree roots. These areas require taking up and relaying.

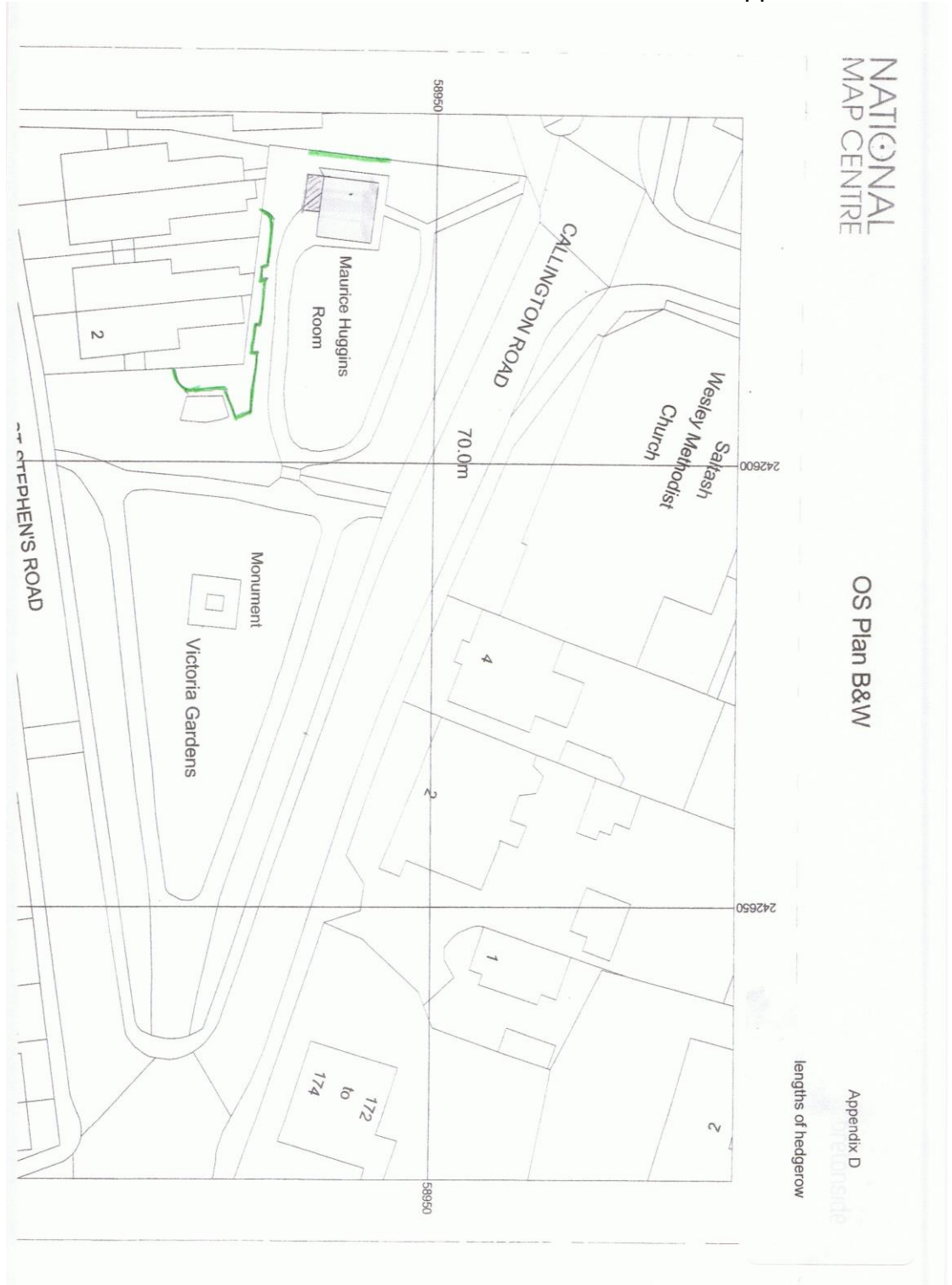
appendix A



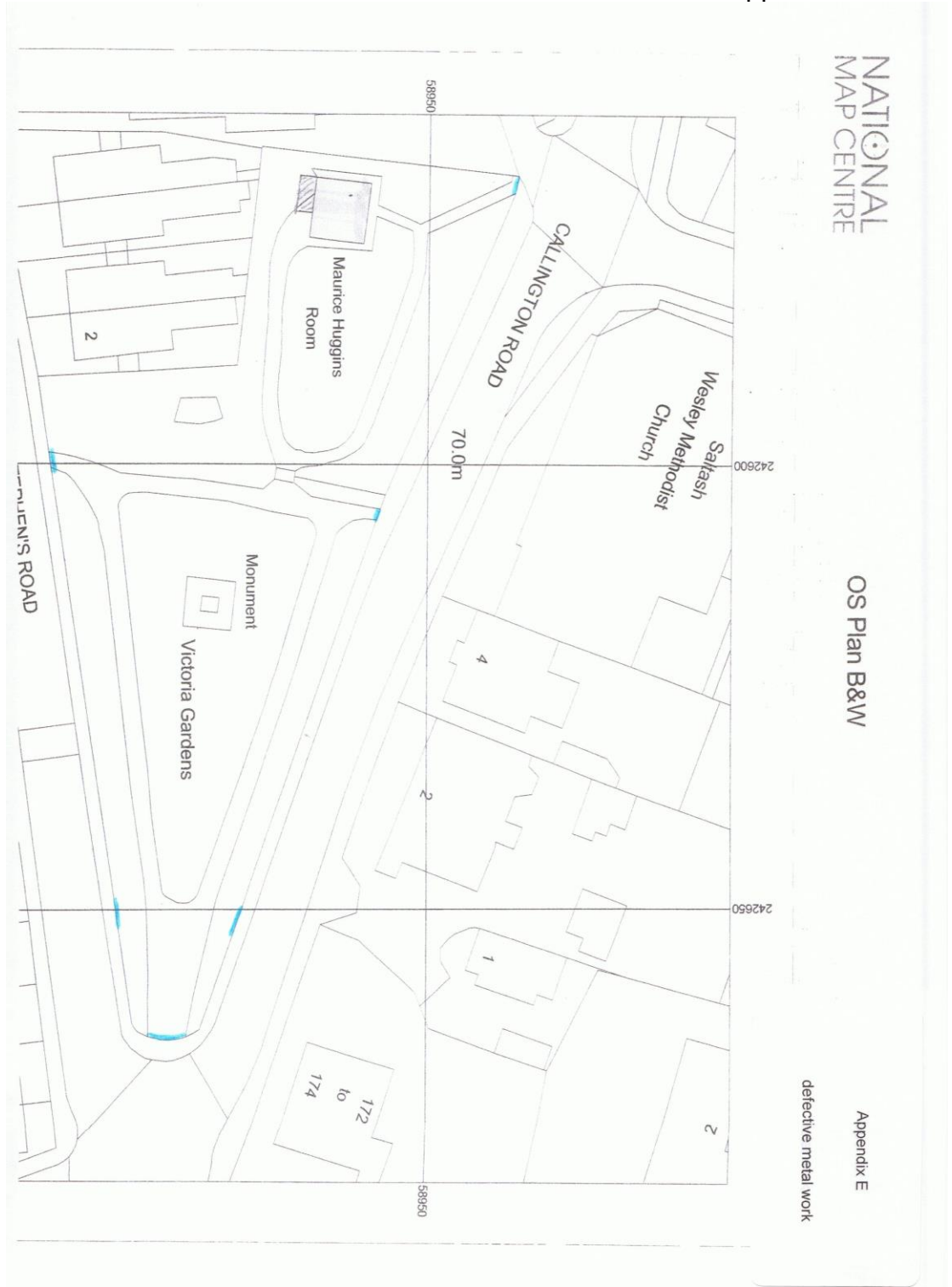
appendix B







appendix E



appendix F





example of weed growth & defective pointing



example of weed growth & defective pointing



example of corrosion to metal railings



displaced masonry adjacent to *Araucaria Araucana* tree



corrosion to east gate



corroded newel post on southern boundary



railing and wall leaning into St Stephen's Road



wall between Victoria Gardens and Malvern House



settlement of wall adjacent to higher Callington Road entrance



displaced tarmac adjacent to *Araucaria Araucana* tree



displaced tarmac adjacent to fir tree

DATED

29th March

2018

LEASE

RELATING TO

GARAGE AND STORE, LONGSTONE PARK, GLEBE AVENUE, SALTASH PL12 6DN

BETWEEN

THE CORNWALL COUNCIL

AND

SALTASH TOWN COUNCIL

THIS LEASE is dated

29th March 2018

PARTIES

- (1) The Cornwall Council of New County Hall, Treyew Road, Truro TR1 3AY (**Landlord**).
- (2) Saltash Town Council, The Guildhall, Lower Fore Street, Saltash PL12 6JX (**Tenant**).

AGREED TERMS

1. INTERPRETATION

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

1.1 Definitions:

Annual Rent: rent at an initial rate of £4,500 per annum and then as revised pursuant to clause 8.

Base RPI Month: March 2018.

Base Rent: £4,500.

Contractual Term: a term of six years beginning on, and including [29 March] 2018 and ending on, and including [28 March] 2024.

CDM Regulations: the Construction (Design and Management) Regulations 2015.

Default Interest Rate: 4 % per annum above the Interest Rate.

Insurance Rent: a fair and reasonable proportion of the cost of the Landlord insuring the Property which for the first year of the lease is estimated at £120 per annum.

Insured Risks: fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus and pipes, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion and any other risks against which the Landlord decides to insure against from time to time and Insured Risk means any one of the Insured Risks.

Interest Rate: the base rate from time to time of National Westminster Bank plc, or if that base rate stops being used or published then a comparable commercial rate reasonably determined by the Landlord.

Landlord's Neighbouring Property: each and every part of the adjoining and neighbouring property in which the Landlord has an interest known as Longstone Park and Longstone Park Car Park, Glebe Avenue, Saltash registered at HM Land Registry with title number CL227136.

LTA 1954: Landlord and Tenant Act 1954.

Permitted Use: Storage of machinery in connection with maintenance works undertaken by Saltash Town Council and any other use approved by the Landlord in writing (such approval not to be unreasonably withheld) within B1, B2 and B8 of the Town and Country Planning (Use Classes) Order 1987 as at the date this lease is granted.

Property: the land and buildings known The Garage and Store, Longstone Park, Glebe Avenue, Saltash PL12 6DN shown edged red on the attached plan including and bounded by:

- (a) the floor screed;
- (b) interior finishes to external walls;
- (c) the internal and external doors and their furniture, fittings and frames;
- (d) the internal and external windows and their furniture, fittings and frames;
- (e) the foundations;
- (f) the roof and roof joists;
- (g) the external walls; and
- (h) Service Media to the extent that they are within and exclusively serve the Property.

Rent Commencement Date: shall be either:

[*29 March*] 2021 in the event that the Tenant has completed the Agreed Works to the satisfaction of the Landlord in accordance with clause 10.2(c) and clause 10.6; or

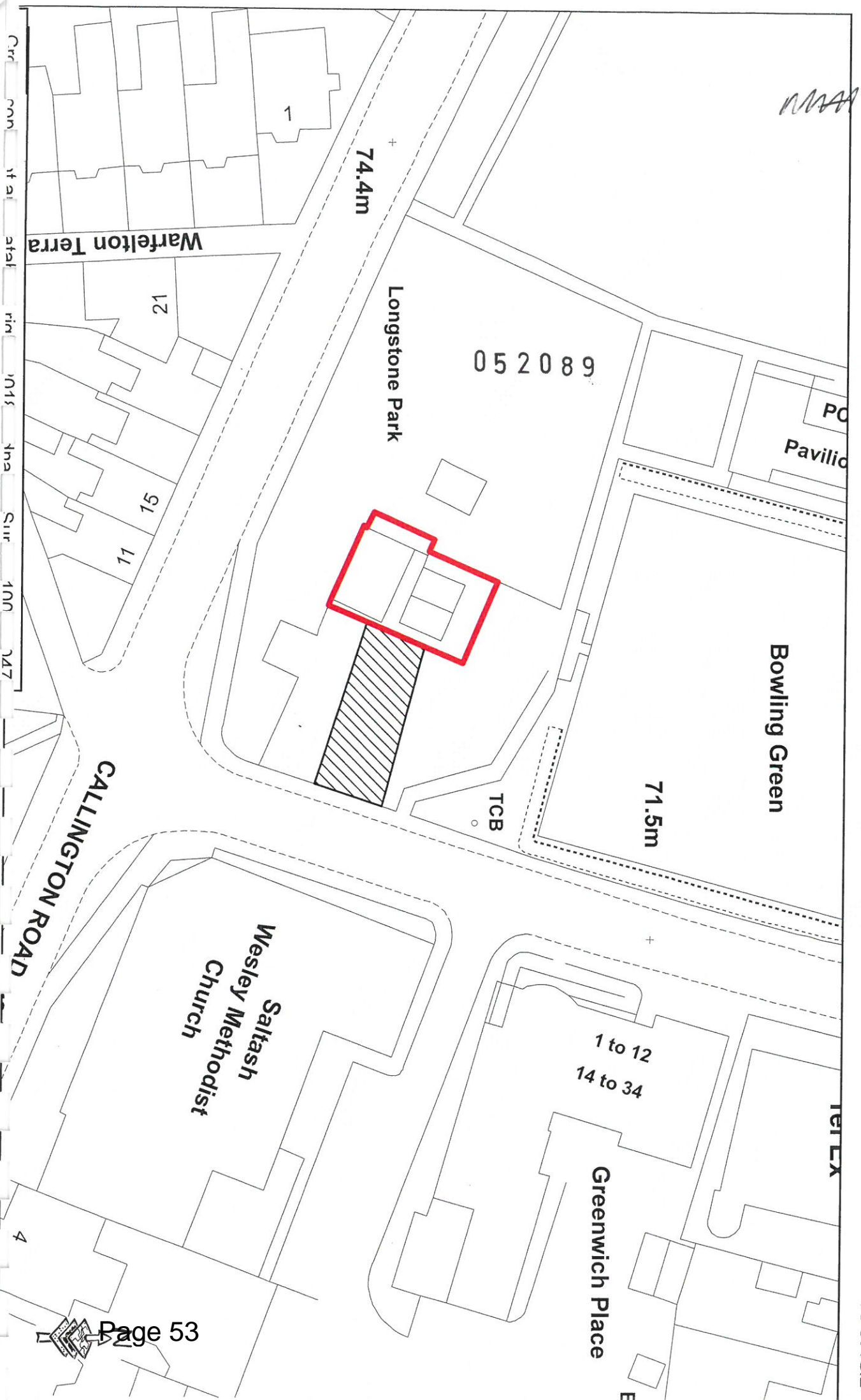
[*29 March*] 2018 in the event that the Agreed Works have not been completed to the Landlord's satisfaction in accordance with clause 10.6.

Rent Payment Dates: 6th day of each calendar month or such other date as the Landlord may notify the Tenant from time to time in writing on no less than 4 weeks notice.

Reservations: all of the rights excepted, reserved and granted to the Landlord by this lease.

Review Date: the third anniversary of the start of the term.

Service Media: all media for the supply or removal of heat, electricity, gas, water, sewage, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.



023000

Third Party Rights: all rights, covenants and restrictions affecting the Property including the matters referred to at the date of this lease in the property register and the charges register of CL227136.

VAT: value added tax chargeable under the VATA 1994 and any similar replacement tax and any similar additional tax.

VATA 1994: Value Added Tax Act 1994.

- 1.2 A reference to this **lease**, except a reference to the date of this lease or to the grant of the 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 this lease. A reference to the **Tenant** includes a reference to its successors in title and assigns.
- 1.4 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.
- 1.5 The expressions **landlord covenant** and **tenant covenant** each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
- 1.6 Unless the context otherwise requires, a reference to the **Property** is to the whole and any part of it.
- 1.7 A reference to the **term** is to the Contractual Term.
- 1.8 A reference to the **end of the term** is to the end of the term however it ends.
- 1.9 References to the **consent** of the Landlord are to the consent of the Landlord given in accordance with clause 34.5 and references to the **approval** of the Landlord are to the approval of the Landlord given in accordance with clause 34.6.
- 1.10 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.11 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.
- 1.12 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.
- 1.13 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.

- 1.14 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.
- 1.15 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.16 A reference to **writing** or **written** does not include fax or email.
- 1.17 Unless the context otherwise requires, references to clauses are to the clauses.
- 1.18 Clause headings shall not affect the interpretation of this lease.
- 1.19 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.20 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.21 The Cornwall Council enters into this lease solely in its capacity as a landowner in respect of the Property and not in any other capacity. Nothing in this lease shall restrict The Cornwall Council's powers or rights as a local authority, local planning authority or statutory body to perform any of its statutory functions.

2. GRANT

- 2.1 The Landlord with limited title guarantee lets the Property to the Tenant for the Contractual Term.
- 2.2 The grant is made together with the ancillary rights set out in clause 4, excepting and reserving to the Landlord the rights set out in clause 5, and subject to the Third Party Rights.
- 2.3 The grant is made with the Tenant paying the following as rent to the Landlord:
 - (a) the Annual Rent and all VAT in respect of it;
 - (b) the Insurance Rent;
 - (c) all interest payable under this lease; and
 - (d) all other sums due under this lease.

3. BREAK CLAUSE

3.1 This lease may be determined:

- a) by the Tenant at any time after the third anniversary of the start of the term on the provision of at least six calendar months' notice in writing to the Landlord provided that any notice served will be of no effect if on the expiry of the notice;
 - (i) the Tenant has not paid any or part of the Annual Rent, the Insurance Rent or any other payments due under this lease;
 - (ii) the Tenant remains in occupation of or has left any belongings or items at the Property, or
 - (iii) the Tenant has not materially complied with the Tenant covenants relating to repair, decoration and cleaning of the Property;
- (b) by the Landlord at any time after the third anniversary of the start of the term on the provision of at least six calendar months notice in writing to the Tenant.

4. ANCILLARY RIGHTS

4.1 The Landlord grants to the Tenant the following rights:

- (a) the right to pass and repass with or without vehicles at all times and for all purposes connected with the use and enjoyment of the Property within the area hatched black on the attached plan; and
- (b) the right to use and connect into any service media on the Landlord's Neighbouring Property that belong to the Landlord and serve (but do not form part of) the Property.

4.2 Except as mentioned in clause 4.1, neither the grant of this lease nor anything in it confers any right over neighbouring property nor is to be taken to show that the Tenant may have any right over neighbouring property, and section 62 of the LPA 1925 does not apply to this lease.

4.3 In relation to the rights granted in clause 4.1(a) the Landlord may from time to time designate within the Landlord's Neighbouring Property the area which the Tenant may exercise that right.

5. RIGHTS EXCEPTED AND RESERVED

5.1 The following rights are excepted and reserved from this lease to the Landlord for the benefit of the Landlord's Neighbouring Property:

- (a) rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the term;
- (b) the right to use and to 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 period of the Contractual Term and which serve the Landlord's Neighbouring Property;
- (c) at any time during the term, the full and free right to develop the Landlord's Neighbouring Property as the Landlord may think fit;
- (d) the right to erect scaffolding at the Property and attach it to any building or structure on the Property in connection with any of the Reservations;
- (e) the right to build on or into any boundary wall of the Property in connection with any of the Reservations;
- (f) the right to re-route any Service Media at or serving the Property or re-route any means of access to or egress from the Property; and

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 Property provided that they do not materially affect the use and enjoyment of the Property for the Permitted Use.

5.2 The Landlord reserves the right to enter the Property:

- (a) to repair, maintain or replace any Service Media or structure relating to any of the Reservations; and
- (b) for any other purpose mentioned in or connected with:
 - (i) this lease;
 - (ii) the Reservations; and
 - (iii) the Landlord's interest in the Property.

5.3 The Reservations may be exercised by the Landlord and by anyone else who is or becomes entitled to exercise them, and by anyone authorised by the Landlord.

5.4 The Tenant shall allow all those entitled to exercise any right to enter the Property, to do so with their workers, contractors, agents and professional advisors, and to enter the Property at any reasonable time (whether or not during usual business hours) and, except in the case of an emergency, after having given reasonable notice (which need not be in writing) to the Tenant.

5.5 No party exercising any of the Reservations, nor its workers, contractors, agents and professional advisors, 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

- (e) repairs to the roller shutter on the garage door of the Property;
- (f) repairing and cleaning all external doors and windows at the Property;
- (g) replacement of any doors and windows that are beyond economic repair;
- (h) re-laying the forecourt at the Property;
- (i) demolition of any outbuildings located on the Property;
- (j) demolition of existing flank walls at the Property and re-building of same;
- (k) replacement of any drainage inspection chambers covers located at the Property;
- (l) redecoration of the interior of the Property excluding the garage; and
- (m) removal of all debris resulting from the above.

10.2 Within six months of the start of the term the Tenant shall carry out the Agreed works:

- (a) using good quality materials which are fit for purpose;
- (b) in a good and workmanlike manner; and
- (c) to the satisfaction of the Landlord.

10.3 The Tenant must ensure that any contractor it uses holds public liability insurance for a minimum of £5 million for any one claim or series of claims, and provide evidence of such insurance on demand from the Landlord.

10.4 The Tenant must immediately make good, to the satisfaction of the Landlord, any damage (including decorative damage) to any land or building, service media, plant and machinery which is caused by carrying out the Agreed Works.

10.5 If the Tenant carries out the Agreed Works within six months of the start of the term the Tenant shall give the Landlord notice that the Agreed Works have been completed and allow the Landlord the opportunity to inspect the completed Agreed Works.

10.6 If following written notice from the Tenant that the Agreed Works have been completed the Landlord confirms in writing or by email that the Agreed Works have been completed to its satisfaction, the Annual Rent will be suspended for 36 months to take effect from the next Rent Payment Date.

11. RATES AND TAXES

11.1 The Tenant shall pay 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, except:

- (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.
- 11.2 If any rates, taxes or other impositions and outgoings are payable in respect of the Property together with other property, the Tenant shall pay a fair proportion of the amount payable.
- 11.3 The Tenant shall 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.
- 11.4 If, after the end of the term, the Landlord loses rating relief (or any similar relief or exemption) because it has been allowed to the Tenant, then the Tenant shall pay the Landlord an amount equal to the relief or exemption that the Landlord has lost.

12. UTILITIES

- 12.1 The Tenant shall pay all costs in connection with the supply and removal of electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the Property.
- 12.2 If any of those costs are payable in relation to the Property together with other property, the Tenant shall pay a fair proportion of all those costs.
- 12.3 The Tenant shall comply with all laws and with any recommendations of the relevant suppliers relating to the use of those services and utilities.

13. COMMON ITEMS

- 13.1 The Tenant shall pay the Landlord on demand a fair proportion of all costs payable for the maintenance, repair, lighting, cleaning and renewal of all Service Media, structures and other items used or capable of being used by the Property in common with other property.
- 13.2 The Tenant shall comply with all reasonable regulations the Landlord may make from time to time in connection with the use of any of those Service Media, structures or other items.

14. VAT

- 14.1 All sums payable by the Tenant are exclusive of any VAT that may be chargeable. The Tenant shall pay VAT in respect of all taxable supplies made to it 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.
- 14.2 Every obligation on the Tenant, under or in connection with this lease, to pay the Landlord or any other person any sum by way of a refund or indemnity, shall include an obligation to pay an amount equal to any VAT incurred on that sum by the Landlord or other

person, except to the extent that the Landlord or other person obtains credit for such VAT under the Value Added Tax Act 1994.

15. DEFAULT INTEREST AND INTEREST

- 15.1 If the Annual Rent or Insurance 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 Default Interest Rate (both before and after any judgment). Such interest shall accrue on a daily basis for the period beginning on the due date to and including the date of payment.
- 15.2 If the Landlord does not demand or accept any Annual Rent or other money due or tendered under this lease because the Landlord reasonably believes that the Tenant is in breach of any of the tenant covenants of this lease, then the Tenant shall, when that amount is accepted by the Landlord, also pay interest at the Interest Rate on that amount for the period beginning on the date the amount (or each part of it) became due until the date it is accepted by the Landlord.

16. COSTS

- 16.1 The Tenant shall pay the costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses incurred (both during and after the end of the term) 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 in connection with this 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;
 - (c) serving any notice in connection with this lease under section 17 of the Landlord and Tenant (Covenants) Act 1995;
 - (d) the preparation and service of a schedule of dilapidations in connection with this lease; or
 - (e) any consent or approval applied for under this lease, whether or not it is granted (unless the consent or approval is unreasonably withheld by the Landlord in circumstances where the Landlord is not unreasonably to withhold it).
- 16.2 Where the Tenant is obliged to pay or indemnify the Landlord against any solicitors' or other professionals' costs and expenses (whether under this or any other clause of this lease) that obligation extends to those costs and expenses assessed on a full indemnity basis.

17. 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.

18. SET-OFF

The Annual Rent and all other amounts due under this lease shall be paid by the Tenant in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

19. PROHIBITION OF OTHER DEALINGS

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

20. REPAIRS

20.1 The Tenant shall:

- (a) put and keep the Property clean and tidy and in good repair and condition and shall ensure that any Service Media within and exclusively serving the Property is kept in good working order;
- (b) put and keep any part of the Property not built upon adequately surfaced in a good condition;
- (c) put and keep the Property free from weeds (including invasive species).

20.2 The Tenant must keep a maintenance and compliance programme for the upkeep of the Property and a written record of all structural, annual and other inspections undertaken as part of the maintenance and compliance programme and provide a copy of all inspections or reports to the Landlord within 5 working days of request.

20.3 The Tenant must ensure that all inspections and works are carried by suitably qualified professionals.

21. DECORATION

21.1 The Tenant shall decorate the Property as often as is reasonably necessary and also in the last three months before the end of the term.

21.2 All decoration shall be carried out in a good and proper manner using good quality materials that are appropriate to the Property and the Permitted Use and shall include all appropriate preparatory work.

- 21.3 All decoration carried out in the last three months of the term shall also be carried out to the satisfaction of the Landlord and using materials, designs and colours approved by the Landlord.
- 21.4 The Tenant may, subject to obtaining the prior written consent of the Landlord, paint hatched lines on the surface of the property immediately in front of the entrance to the Property indicating that the area must be kept clear at all times. For the avoidance of doubt the Landlord shall not be under any obligation to provide any painted hatching or maintain or renew any made by the Tenant at any time during the contractual term.

22. ALTERATIONS

- 22.1 The Tenant shall not make any external or structural alteration or addition to the Property without the consent of the Landlord, such consent not to be unreasonably withheld.
- 22.2 The Tenant shall not install any Service Media on the exterior of the Property nor alter the route of any Service Media at the Property without the consent of the Landlord, such consent not to be unreasonably withheld.
- 22.3 Before the end of the term, the Tenant shall remove and reinstate any alternations, advertisements and fixtures and fittings and shall make good any damage caused to the Property by that removal.

23. SIGNS

- 23.1 In this clause **Signs** include signs, fascia, placards, boards, posters and advertisements.
- 23.2 The Tenant shall not attach any Signs to the exterior of the Property or display any inside the Property so as to be seen from the outside without the prior written consent of the Landlord, such Signs to be of a design, size and number and in a position that are appropriate to the Property and the Permitted Use.
- 23.3 Before the end of the term, the Tenant shall remove any Signs placed by it at the Property and shall make good any damage caused to the Property by that removal.

24. RETURNING THE PROPERTY TO THE LANDLORD

- 24.1 At the end of the term the Tenant shall return the Property to the Landlord in the repair and condition required by this lease.
- 24.2 If the Landlord gives the Tenant notice no later than three months before the end of the term, the Tenant shall remove items it has fixed to the Property, remove any alterations it has made to the Property and make good any damage caused to the Property by that removal.
- 24.3 At the end of the term, the Tenant shall remove from the Property all chattels belonging to or used by it.
- 24.4 The Tenant irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels 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.

- 24.5 If the Tenant does not comply with its obligations in this clause, then, without prejudice to any other right or remedy of the Landlord, the Tenant shall pay the Landlord an amount equal to the Annual Rent at the rate reserved immediately before the end of the term for the period that it would reasonably take to put the Property into the condition it would have been in had the Tenant performed its obligations under this clause. The amount shall be a debt due on demand from the Tenant to the Landlord.

25. USE

- 25.1 The Tenant shall not use the Property for any purpose other than the Permitted Use. If the Tenant changes the use of the Property at any time the Tenant must notify the Landlord immediately.
- 25.2 The Tenant shall observe all regulations made from time to time by the Landlord in accordance with the principles of good estate management relating to the use of the Property.
- 25.3 The Tenant shall not use the Property for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Landlord, its other tenants or any other owner or occupier of neighbouring property.
- 25.4 The Tenant shall not overload any structural part of the Property nor any machinery or equipment at the Property nor any Service Media at or serving the Property.
- 25.5 The Tenant shall not park or place any vehicles, trailers, boats, caravans, static homes, shipping or storage containers on the Property.
- 25.6 The Tenant shall not use the Property for any purpose or in a manner that could lead to people being drawn into terrorism (as defined in section 35 of the Counter Terrorism and Security Act 2015).
- 25.7 The Tenant must carry out their business within the Property.
- 25.8 The Tenant must not store any rubbish or equipment outside of the Property.
- 25.9 The Tenant shall not bring any animals or items of a dangerous nature onto the Property.
- 25.10 The Tenant shall not burn any items or articles on the Property.

26. COMPLIANCE WITH LAWS

- 26.1 The Tenant shall 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 machinery and equipment at or serving the Property whether or not used or operated, and shall, where necessary, replace or convert such Service Media within or exclusively serving the Property so that it is capable of lawful use or operation;
 - (c) any works carried out at the Property; and
 - (d) all materials kept at or disposed from the Property.
- 26.2 Without prejudice to any obligation on the Tenant to obtain any consent or approval under this lease, the Tenant shall carry out all works that are required under any law to be carried out at the Property whether by the owner or the occupier.
- 26.3 Within five working days after receipt of any notice or other communication affecting the Property (and whether or not served pursuant to any law) the Tenant shall:
- (a) send a copy of the relevant document to the Landlord; and
 - (b) 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.
- 26.4 The Tenant shall not apply for any planning permission for the Property without the Landlord's consent not to be unreasonably withheld.
- 26.5 The Tenant shall comply with its obligations under the CDM Regulations, including all requirements in relation to the provision and maintenance of a health and safety file. The Tenant shall maintain the health and safety file for the Property in accordance with the CDM Regulations and shall give it to the Landlord at the end of the term.
- 26.6 The Tenant shall 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.
- 26.7 As soon as the Tenant becomes aware of any defect in the Property, it shall give the Landlord notice of it. The Tenant shall 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.
- 26.8 The Tenant shall keep 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 reasonably recommended by them or reasonably required by the Landlord and shall keep that machinery, equipment and alarms properly maintained and available for inspection.

26.9 The Tenant shall not commission an Energy Performance Certificate for the Property without the consent of the Landlord, such consent not to be unreasonably withheld.

26.10 The Tenant shall provide the Landlord with details of any employees to whom the Transfer of Undertakings (Protection of Employment) Regulations 2006 may apply should the term come to an end and the Landlord continue to provide a public convenience from the Property.

27. ENCROACHMENTS, OBSTRUCTIONS AND ACQUISITION OF RIGHTS

27.1 The Tenant shall not grant any right or licence over the Property to a third party.

27.2 If a third party makes or attempts to make any encroachment over the Property or takes any action by which a right may be acquired over the Property, the Tenant shall:

- (a) immediately inform the Landlord and shall give the Landlord notice of that encroachment or action; and
- (b) take all steps (including any proceedings) the Landlord reasonably requires to prevent or license the continuation of that encroachment or action.

27.3 The Tenant shall not obstruct the flow of light or air to the Property nor obstruct any means of access to the Property.

27.4 The Tenant shall not make any acknowledgement that the flow of light or air to the Property or that the means of access to the Property is enjoyed with the consent of any third party.

27.5 If any person takes or threatens to take any action to obstruct the flow of light or air to the Property or obstruct the means of access to the Property, the Tenant shall:

- (a) immediately inform the Landlord and shall give the Landlord notice of that action; and
- (b) take all steps (including proceedings) the Landlord reasonably requires to prevent or secure the removal of the obstruction.

27.6 If any invasive plant species encroaches or threatens to encroach upon any part of the Property the Tenant shall:

- (a) immediately notify the Landlord; and
- (b) take all steps (including proceedings) the Landlord reasonably requires to prevent or secure the removal of the encroachment.

28. BREACH OF REPAIR AND MAINTENANCE OBLIGATION

28.1 The Landlord may enter the Property to inspect its condition and state of repair and may 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.

28.2 If the Tenant has not begun any works needed to remedy that breach within two months following that notice (or if works are required as a matter of emergency, then immediately) or if the Tenant is not carrying out the works with all due speed, then the Landlord may enter the Property and carry out the works needed.

28.3 The costs incurred by the Landlord in carrying out any works pursuant to this clause (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.

28.4 Any action taken by the Landlord pursuant to this clause shall be without prejudice to the Landlord's other rights, including those under clause 31.

29. 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 Landlord's 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, any undertenant or their respective workers, contractors or agents or any other person on the Property with the actual or implied authority of any of them.

30. LANDLORD'S 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.

31. RE-ENTRY AND FORFEITURE

31.1 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) any rent 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;

31.2 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.

32. JOINT AND SEVERAL LIABILITY

32.1 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.

32.2 Where a guarantor comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of a guarantor 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.

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

32.4 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.

33. ENTIRE AGREEMENT

33.1 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.

33.2 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) other than those contained in any written replies that the Landlord's solicitors have given to any written enquiries raised by the Tenant's solicitors before the date of this lease and IT IS HEREBY AGREED AND DECLARED that in light of the decision in William Sindall plc v Cambridgeshire County Council (1993) the replies given by the Landlord's solicitor to any preliminary enquiries raised by the Tenant or the Tenant's solicitor are provided from the Property Services records and deeds of the Landlord and not from any other records that may be held by other services or departments of the Landlord. Neither the Landlord nor the Landlord's solicitor have made any further enquiries into such matters and such replies are given on this basis. The Tenant must therefore rely on its own direct enquires with other services or departments of the Landlord.

33.3 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.

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

34. NOTICES, CONSENTS AND APPROVALS

34.1 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 a fax or an e-mail are not in writing; and
- (b) give 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 principal place of business.

34.2 If a notice complies with the criteria in clause 34.1, 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.

34.3 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.

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

34.5 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.

If a waiver is given, it shall not affect the requirement for a deed for any other consent.

34.6 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.

34.7 If the Landlord gives a consent or approval under this lease, the giving of that consent or approval shall not imply that any consent or approval required from a third party has been obtained, nor shall it obviate the need to obtain any consent or approval from a third party.

35. GOVERNING LAW

This lease and any dispute or claim arising out of 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.

36. 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).

37. EXCLUSION OF SECTIONS 24-28 OF THE LTA 1954

37.1 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) [*Raymond Lane*] who was duly authorised by the Tenant to do so made a declaration dated *26 March* 2018 in accordance with the requirements of section 38A(3)(b) of the LTA 1954; and
- (c) there is no agreement for lease to which this lease gives effect.

37.2 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.

38. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

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. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

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

Executed as a Deed by
THE CORNWALL COUNCIL
by affixing its common seal
in the presence of:



Authorised Signatory

Melanie Harris
Senior Legal Officer
Commercial Cornwall Legal



052089

10/10/10
10/10/10
10/10/10

To receive a report on the Memorial Peace Garden and consider any actions and associated expenditure

Cornwall Council's Public Space Officer has advised that he cannot find any evidence of an agreement for Saltash Town Council to carry out any maintenance or installation works at the Memorial Peace Garden, but has acknowledged that the maintenance of the area by Saltash Town Council needs to be formalised and is aware of the work taken place.

Cornwall Council have written clear instructions that they will not be permitting the Town Council to make any more changes to the site.

The following requests were put to Cornwall Council for Saltash Town Council to:

1. Have full ownership of the Memorial Peace Garden at no cost to the Town Council;
2. Saltash Town Council to continue to maintain the site and be the responsible body for future installations on behalf of Cornwall Council as the landowner.

The following response was received:

Cornwall Council's Public Space Officer has discussed a number of similar requests with colleagues, and confirmed that this site is unlikely to be deemed a devolution priority for Cornwall Council. Even if we opted for a lease arrangement this is the same resource in our Property Team that will deal with it, and they simply have too much work on. Please note that any such transfer is likely to involve legal fees, so you may have to be prepared to incur some costs. If this is something that your Saltash TC Members want to pursue please ask Catherine to add it to the devolution programme, but it will inevitably involve a long wait.

In the meantime Cornwall Council could look to put a generic grounds maintenance licence in place – this could be done relatively quickly by one of our estates assistants. However, please note that the site remains in overall responsibility of Cornwall Council. Although we can delegate some responsibilities, to be defined in the terms of the agreement. Both parties are responsible for Public Liability insurance to cover the relevant activities and site features. Ideally small plaques are displayed on items such as benches, signage and structures, to inform the public which organisation to report issues to. Cornwall Council reserve the right to remove anything from the site without notice, if our service provider identifies issues of safety, and they are not made aware of who is responsible. You will have to consult us before making any changes to the site and commit to removing any items that were installed by Saltash TC that we consider of unfit condition before terminating the licence. This latter component will include any feature introduced prior to the licence. If this is acceptable we can get this commissioned, but I will await confirmation before proceeding any further.

As before I would ask that you refrain from making any alterations to the site, until we have an agreement in place.

I have confirmed that Saltash Town Council will make no further alterations to the site and asked for permission for Saltash Town Council to continue to carry out low maintenance works - grass cutting, wedding, flower beds, as we have been doing for several years.

I have asked that a draft generic grounds maintenance licence be worked up to include options to further install items on the site, subject to Saltash TC applying for approval prior to the works taking place.

I am hopefully that a copy of the draft licence will be received for Members consideration at the meeting.

End of Report
Town Clerk

Dated: 13TH NOVEMBER 2017

TENANCY AT WILL

Relating to public conveniences at
Alexandra Square, Saltash Cornwall

Between

THE CORNWALL COUNCIL

and

SALTASH TOWN COUNCIL

THIS AGREEMENT is dated

13TH NOVEMBER

2017

PARTIES

- (1) **THE CORNWALL COUNCIL** of County Hall, Truro TR1 3AY (**Landlord**).
- (2) **SALTASH TOWN COUNCIL** of The Guildhall, 12 Lower Fore Street, Saltash PL12 6JX (**Tenant**);

AGREED TERMS

1. INTERPRETATION

The following definitions apply to this agreement:

Permitted Use: as a public convenience.

Property: the public conveniences at Alexandra Square, Saltash Cornwall and shown for identification only edged red on the plan attached to this agreement.

Rent: the rent of one peppercorn per annum (if demanded).

2. GRANT OF TENANCY AT WILL

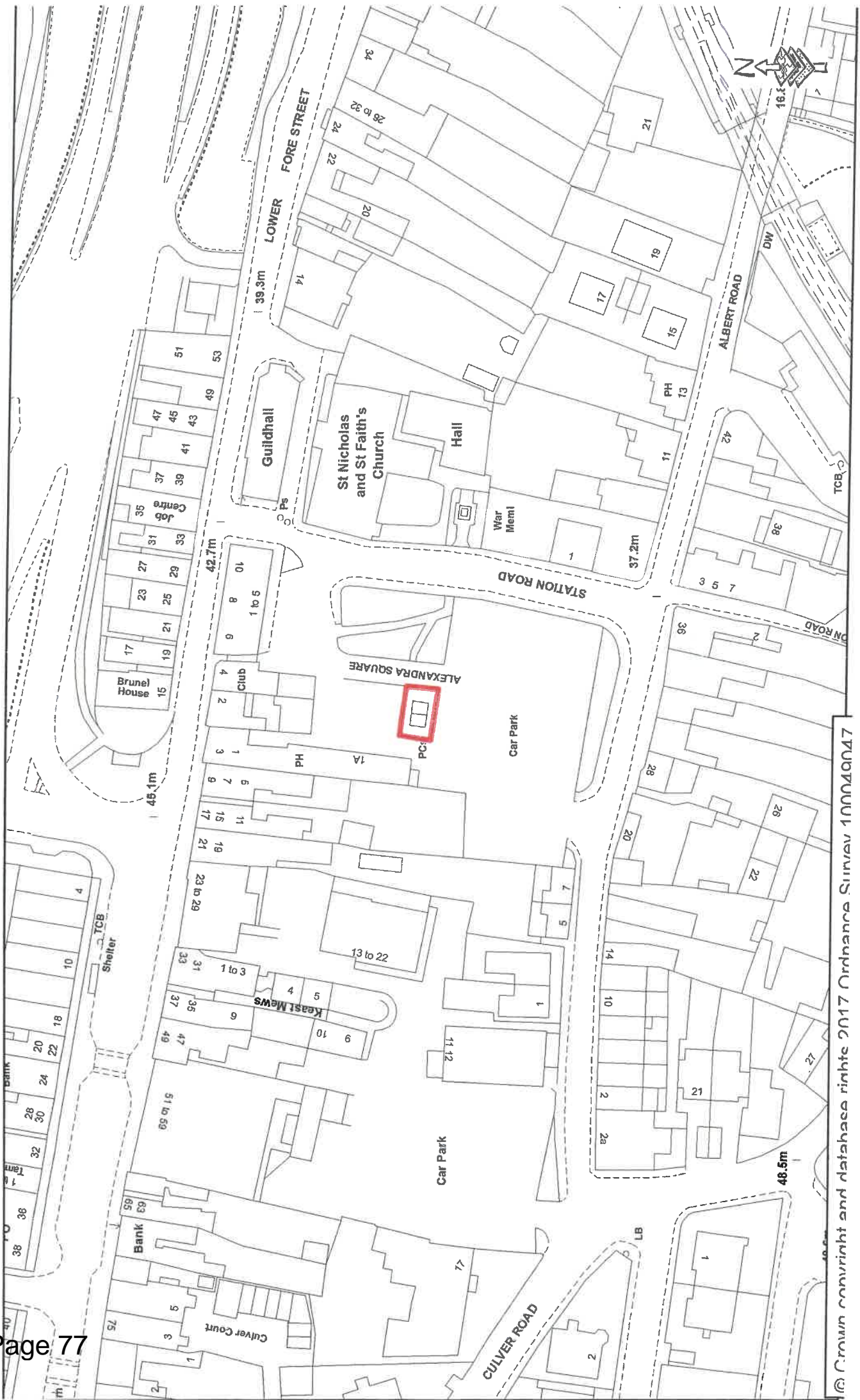
- 2.1 The Landlord lets and the Tenant takes the Property on a tenancy at will beginning on and including 1 September 2017.
- 2.2 The Landlord and the Tenant acknowledge that this agreement creates a tenancy at will terminable at any time by either of them, notwithstanding that the Rent is calculated and payable by reference to a period and that the Landlord intends to demand the Rent, and that the Tenant has agreed to pay the Rent, by reference to that period.

3. TENANT'S OBLIGATIONS

- 3.1 The Tenant shall not:
 - (a) use the Property otherwise than for the Permitted Use;
 - (b) use the Property for any purpose or in a manner that could lead to people being drawn into terrorism (as defined in section 35 of the Counter Terrorism and Security Act 2015);
 - (c) assign, underlet, charge, part with or share possession of, or otherwise dispose of the Property or any part of it or any interest in it;
 - (d) share occupation of the Property or any part of it other than to permit the public to use the Property for the Permitted Use;
 - (e) make any alteration or addition whatsoever to the Property;
 - (f) stop up, darken or obstruct any window or light at the Property
- 3.2 The Tenant shall pay the Rent annually in advance the first of such payments to be made on the date of this agreement and subsequent payments to be made on the anniversary of that date
- 3.3 The Tenant shall:
 - (a) keep the Property clean and tidy and in good repair and condition;

Alexandra Square Toilets, Saltash

Scale 1:1,000



- (b) clean the Property regularly and maintain free from rubbish;
 - (c) keep the Property free from weeds (including invasive species)
- 3.4 The Tenant shall not display any advertisement, signboards, nameplate, inscription, flag, banner, placard, poster, signs or notices at the Property without the prior written consent of the Landlord, other than any signs in keeping with the use of the Property for the Permitted Use;
- 3.5 The Tenant shall act at all times in a reasonable and responsible manner and in accordance with any regulations that may be made by the Landlord from time to time.
- 3.6 The Tenant shall not do or permit to be done anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Landlord or to any owners or occupiers of neighbouring property.
- 3.7 The Tenant shall be responsible for all charges in connection with the supply to or removal from the Property of electricity, telecommunications, gas, water, sewage, and other utilities and shall indemnify the Landlord in respect of such charges. Where no separate charge is made by the supplier of a utility in respect of the Property, the Tenant shall be responsible for and shall indemnify the Landlord in respect of a proper proportion of the relevant charge, such proportion to be determined conclusively by the Landlord.
- 3.8 The Tenant shall be responsible for non-domestic rates and water rates charged on the Property.
- 3.9 The Tenant shall pass on any notices or other correspondence received at the Property and addressed to the Landlord or relevant to the Landlord's interest in the Property.
- 3.10 The Tenant shall allow the Landlord (and all others authorised by the Landlord) to enter the Property at any reasonable time for the purpose of ascertaining whether the terms of this agreement are being complied with and for any other purposes connected with the Landlord's interest in the Property.
- 3.11 When the Tenant vacates the Property at the termination of the tenancy created by this agreement, it shall remove all furniture (and other items belonging to it) and shall clear all rubbish from the Property.

4. LANDLORD'S OBLIGATIONS

- 4.1 The Landlord shall use its reasonable endeavours to ensure that there is a supply of electricity, heating and water to the Property, at such times of the day as the Landlord considers appropriate.

5. NO WARRANTIES FOR USE OR CONDITION

- 5.1 The Landlord gives no warranty that the Property possesses the necessary planning permission or any other consent, licence, permission or approval of a public or private nature required for the Permitted Use.
- 5.2 The Landlord gives no warranty that the Property is physically fit for the purposes specified in clause 3.

6. NOTICES

- 6.1 Any notice or other communication required to be given under this agreement, shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to

each party required to receive the notice or communication as set out below:

- (a) to the Landlord at: New County Hall, Treyew Road, Truro TR1 3AY and marked for the attention of The Head of Legal Services.
- (b) to the Tenant at: The Guildhall, 12 Lower Fore Street, Saltash PL12 6JX and marked for the attention of The Town Clerk.
or as otherwise specified by the relevant party by notice in writing to each other party.

6.2 Any notice or other communication shall be deemed to have been duly received:

- (a) if delivered personally, when left at the address and for the contact referred to in this clause; or
- (b) if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second working day after posting; or
- (c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

6.3 A notice or other communication required to be given under this agreement shall not be validly given if sent by facsimile or e-mail.

7. INDEMNITY

The Tenant shall keep the Landlord indemnified against all liabilities, expenses, costs (including but not limited to any solicitors or other professional costs and expenses), claims, damage 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 incurred by the Landlord arising out of or in connection with the use and occupation of the Property, or from any breach of any tenant covenants in this agreement, or any act or omission of the Tenant or their workers, contractors or agents or any other person on the Property with the actual or implied authority of any of them.

8. MISCELLANEOUS

8.1 The Landlord enters into this agreement solely in its capacity as a landowner in respect of the property and not in any other capacity. Nothing in this agreement shall restrict the Landlord's powers or rights as a local authority, local planning authority or statutory body to perform any of its statutory functions

8.2 A person who is not a party to this agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

8.3 This agreement and any dispute or claim arising out of 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.

8.4 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

Signed on behalf of the Landlord

G.F. L.H.

Name of authorised signatory

GERRY FOLWALD

Signed on behalf of the Tenant

Name of authorised signatory

To further investigate the renovation of Summerfield Park by Friends of Summerfield and consider any actions and associated expenditure

Services Committee Meeting held 9th February 2022

88/21/22 TO RECEIVE A PROPOSAL FOR THE RENOVATION OF SUMMERFIELD PARK BY FRIENDS OF SUMMERFIELD AND CONSIDER ANY ACTIONS AND ASSOCIATED EXPENDITURE.

Councillor Miller arrived and joined the meeting during this item.

Members discussed the proposal for the renovation of Summerfield Park that had been received.

Councillor Griffiths confirmed that the Friends of Summerfield Park Committee were aware that Cornwall Council are responsible for the area and have liaised with both Cornwall Councillors and Cormac. The Committee are actively fundraising and also wish to pursue available grants to refurbish and then maintain the park. Cornwall Councillor Hilary Frank confirmed that there is s106 money available for the area.

The Friends of Summerfield Park Committee wish to work proactively with Saltash Town Council as well as the other agencies involved to move the project forward

It was proposed by Councillor Bickford, seconded by Councillor Griffiths and **RESOLVED** to support the Friends of Summerfield Park Committee, working in conjunction with Cornwall Council. Councillors Griffiths, Peggs and Essa Ward Councillors will actively liaise with the Committee.

It was further proposed by Councillor Bickford, seconded by Councillor Peggs and **RESOLVED** to refer to the Devolution Sub Committee for further investigation.