

APPENDIX C



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



