

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

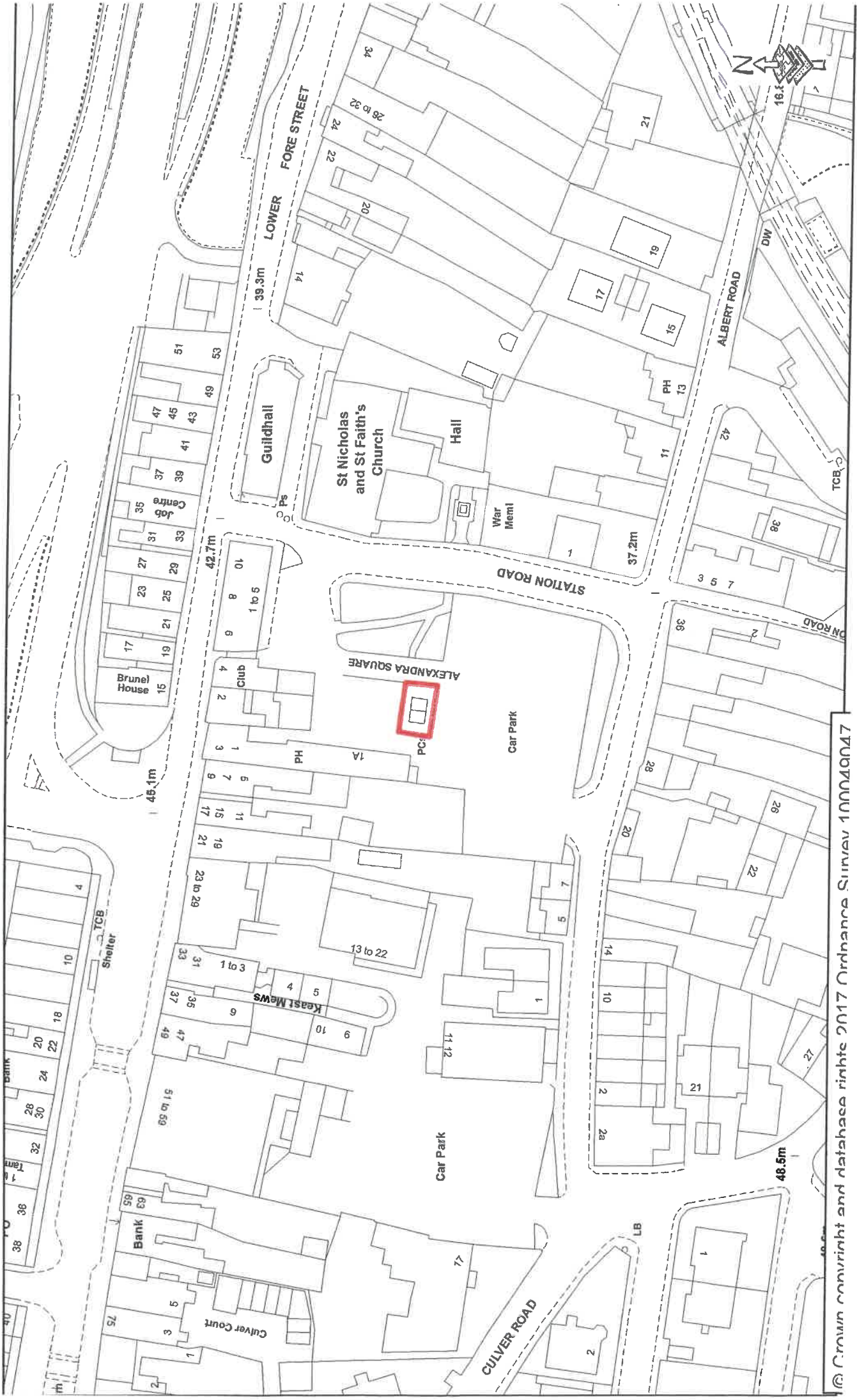
- 2.1 The Landlord lets and the Tenant takes the Property on a tenancy at will beginning on and including 1 September 2017.
- 2.2 The Landlord and the Tenant acknowledge that this agreement creates a tenancy at will terminable at any time by either of them, notwithstanding that the Rent is calculated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

