

017

**TENANCY AT WILL**

TENANCY AGREEMENT entered into on 21<sup>st</sup> JULY 2010

**1. Particulars**

- 1.1 the Council BATH AND NORTH EAST SOMERSET COUNCIL of  
Riverside Temple Street Keynsham BS31 1LA by its  
Property Law Manager Andrew Bernard Reed or other  
properly authorised signatory
- 1.2 the Tenant ANTHONY WILSON HICKMAN of Clarecroft House  
Eastbourne Avenue Bath BA1 6EW.
- 1.3 the Plan that is attached to this Agreement
- 1.4 the premises the area edged red on the attached plan
- 1.5 the Commencement  
Date ..... 21<sup>st</sup> July 2010
- 1.6 the Rent  
Commencement Date ..... 21<sup>st</sup> July 2010
- 1.7 the Rent £100.00 ( One hundred pounds) per annum
- 1.8 the Permitted Use For storage of a shed in connection with the permitted use of  
Alice Park Tea Chalet

## **2. Tenancy at Will**

The Council lets and the Tenant takes the Premises on a tenancy at will commencing on the Commencement Date (“the Tenancy”)

## **3. Rent**

- 3.1 The Tenant must pay the Rent without deduction at such time or times as the Council thinks fit the first payment being on the Rent Commencement Date
- 3.2 On termination of the Tenancy any Rent previously paid in respect of a period falling after the date of termination shall be repaid to the Tenant immediately subject to any set off to which the Council is entitled whether by reason of breach of the provisions of this Agreement or otherwise
- 3.3 Neither the payment of nor any demand for any Rent nor the fact that the amount of the Rent is calculated by reference to a period creates or causes the Tenancy to become a periodic tenancy

## **4. The Tenant’s Obligations**

The Tenant must:

### **4.1 Rent**

pay the Rent in accordance with clause 3.1;

### **4.2 Outgoings**

pay and indemnify the Council against all rates, taxes, assessments, duties, charges, impositions, cost of services and outgoings of an annual or other periodically recurring nature during the currency of the Tenancy which are attributable to the use of the Container;

### **4.3 Repair and Condition**

keep the shed good repair.

### **4.4 Indemnity**

indemnify the Council and keep the Council indemnified against all losses claims demands actions proceedings damages costs expenses or any other liabilities arising in any way from the Tenancy or any breach of the Tenant’s obligations

4.5 Access by Council

allow the Council and all persons authorised by the Council to have access to the shed at any reasonable time for the purpose of ascertaining whether the terms of this Agreement including the state of repair have been complied with and permit any prospective tenants of the Council and their professional advisers with the consent of the Council a right of entry to inspect the Container

4.6 give up occupation of the Container immediately on being given written Notice by the Council (which shall be deemed to be served if left at the above address of the Tenant or Alice Park Tea Chalet) and to remove the shed on termination of the agreement.

**5 The Tenant's Prohibitions**

The Tenant must not:-

- 5.1 make any alteration or addition whatever to the shed without the Council's consent;
- 5.2 use the shed or any part of the shed otherwise than for the Permitted Use;
- 5.3 cause any nuisance or annoyance to the Council or to any adjoining owners or occupiers,
- 5.4 assign underlet charge part with the possession of or otherwise dispose of the shed;
- 5.5 permit the shed or any part of the shed to be used by any person other than the Tenant and the Tenant's employees;
- 5.6 display any signs or notices on the shed
- 5.7 do any act matter or thing which would or might constitute a breach of any statutory requirement affecting the shed or which would or might vitiate in whole or in part any insurance effected in respect of the shed;
- 5.8 impede in any way the Council or its servants or agents in the exercise of the Council's right of possession and control of the shed.

**6. Agreement and Declarations**

- 6.1 The Council gives no warranty that the shed may lawfully be used for the Permitted Use
  
- 6.2 The Council is not liable for the death of or injury to or for damage to any property or for any losses claims demands actions proceedings damages costs or expenses or other liability incurred by the Tenant or any employee or invitee of the Tenant during the tenancy
  
- 6.3 Any sums of money owed to the Council under this Agreement bears interest at 5% above the National Westminster Bank PLC base rate if unpaid for more than seven days calculated on a daily basis and whether before or after judgment
  
- 6.4 It being pointed out to the Tenant that it should take independent legal advice as to the effect and nature of a Tenancy at Will and the resulting lack of security of tenure then regardless of whether such advice is taken the Tenant takes and agrees to such effect and nature as representing the true agreement between the parties
  
- 6.5 The Council grants this Tenancy at Will only as owner of the land and without prejudice to its statutory or other rights and obligations as a local authority and any consents given under this Agreement are made only in the capacity of owner

This Agreement was entered into on the date expressed at the head of it

SIGNED by ANTHONY WILSON HICKMAN )  
in the presence of: )

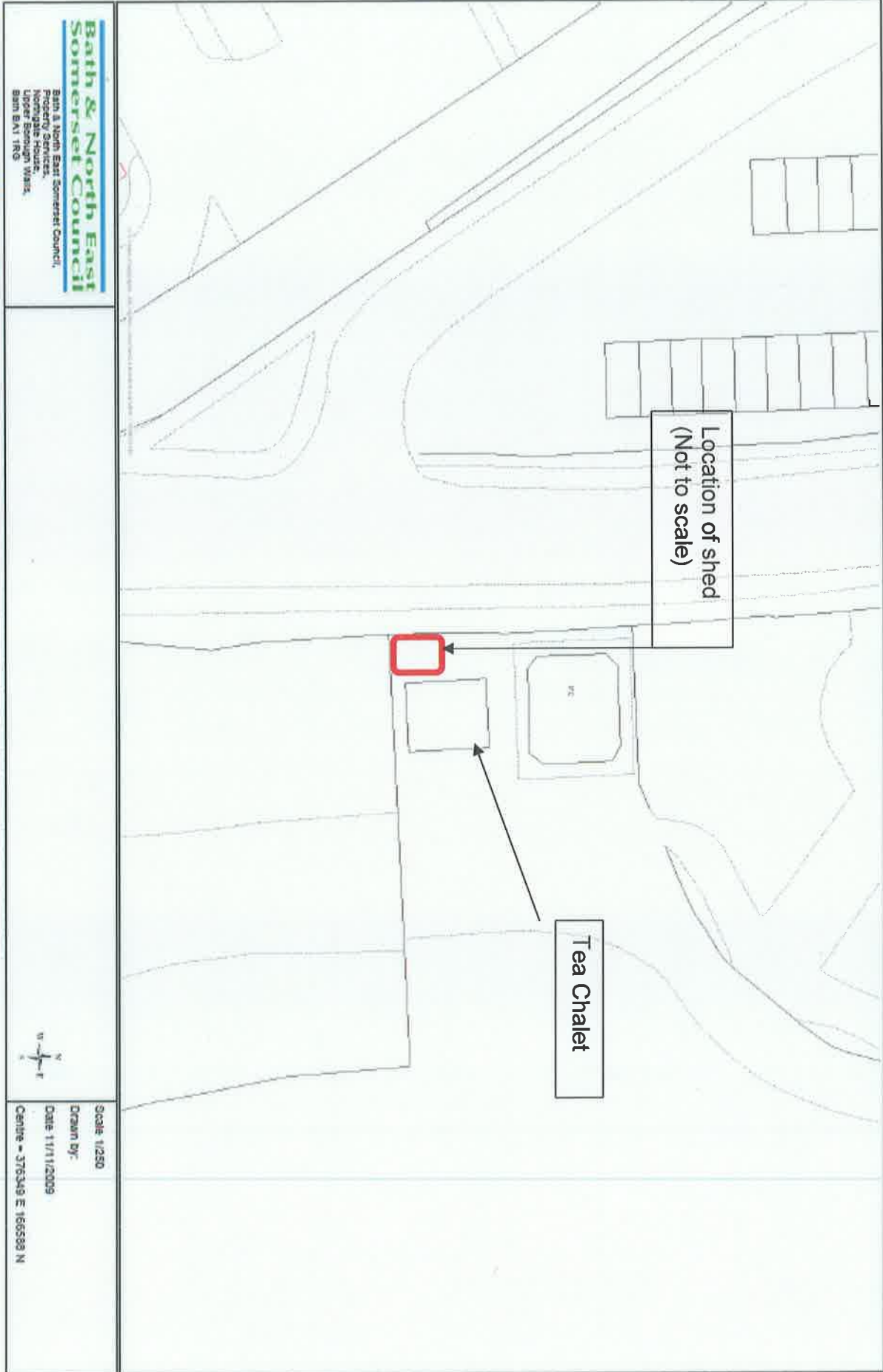
*DF*  
43 RIVERS ST  
BATH



SIGNED by ANDREW BERNARD REED )  
on behalf of the Council )  
in the presence of: )

DAVID JONES  
NORTHCATE HOUSE  
UPPER BOROUGH WALLS  
BATH  
BA1 1RQ





**Bath & North East Somerset Council**  
Bath & North East Somerset Council,  
Property Services,  
Norwiche House,  
Upper Bechoign Walk,  
Bath BA1 1RG

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