



BONIFACE FIELDS: TENANCY AT WILL

TOWN COUNCIL MEETING

REPORT 32/18

9 APRIL 2018

The purpose of this paper is to ask Members to agree to accept a Tenancy at Will for the Boniface Fields site.

No. DETAILS

1) BACKGROUND

- a) Although we have kept the Isle of Wight Council informed about the development of Boniface Fields as a community resource since work began in August last year, there have been complications that have prevented the completion of the formalities connected with it.
 - b) As a temporary measure, the Council has proposed a Tenancy at Will for the Town Council's occupancy of the site and that was agreed in principle by Minute 34/18 of the Town Council Meeting of 12 March.
 - c) A draft Heads of Terms for that document was agreed by the Assets & Services Working Group at its meeting of 27 March.
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2) DRAFT TENANCY AT WILL

- a) A draft for the full Tenancy at Will document has now been provided by the Isle of Wight Council for consideration.
 - b) A copy of the draft is attached to this Report.
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3) RECOMMENDATION

Members are recommended to consider the draft Tenancy at Will attached to this Report and authorise the Mayor to sign it on behalf of the Town Council.

Dated

2018

ISLE OF WIGHT COUNCIL
and
VENTNOR TOWN COUNCIL

TENANCY AT WILL

relating to

Land at Leeson Road, Ventnor, Isle of Wight, PO38 1PR

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This agreement is made on the

day of

2018

BETWEEN

- (1) ISLE OF WIGHT COUNCIL of County Hall Newport Isle of Wight PO30 1UD (the **'Landlord'**); and
- (2) VENTNOR TOWN COUNCIL of 1 Salisbury Gardens, Dudley Road, Ventnor, Isle of Wight, PO38 1EJ the **'Tenant'**)

AGREED TERMS

1. Interpretation

The following definitions apply in this Agreement:

'Permitted Use'; for the Tenant to site their temporary building for use as a community facility and to use the rest of the land as open space with allotment facilities with the permission of the Landlord.

'Property'; Part of the playing field of the former St Boniface School, Leeson Road, Ventnor, Isle of Wight, PO38 1PR shown for identification only edged red on the plan attached to this Agreement but excluding the land hatched green

'Ground Rent'; £1 per month (exclusive of any value added tax)

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 the date of this Agreement subject to a right of way on foot only over the land coloured blue on the plan attached to this agreement
- 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 pay the Rent and any value added tax in respect of it in advance and without any deduction, set off or counterclaim on the first day of every month and on the date of this Agreement shall pay a proportionate part of the Rent in respect of the period from and including the date of this Agreement to and including the last day of the current month
- 3.2 The Tenant shall not:
 - 3.2.1 use the Property otherwise than for the Permitted Use,
 - 3.2.2 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;
 - 3.2.3 share occupation of the Property or any part of it;
 - 3.2.4 make any alteration or addition whatsoever to the Property;

- 3.2.5 put any signs at the Property; or
- 3.2.6 cause any nuisance or annoyance to the Landlord or to any owners or occupiers of neighbouring property
- 3.3 The Tenant shall keep the Property clean and tidy, be responsible for all repair and maintenance and make good any damage it causes to the Property
- 3.4 The Tenant will indemnify the Landlord against all risks and will insure against third party claims in respect of the Property and in respect of the operation of this Agreement in the sum of at least Ten Million (£10,000,000) pounds with a recognised Insurance Company or such higher sum as the Landlord or Tenant reasonably consider necessary to provide sufficient insurance and the Tenant undertakes to increase the level of insurance should the above sum be reasonably deemed insufficient by the Landlord and upon request of the Landlord to produce the policy of such insurance and the receipt for the latest premium. If the Tenant fails to insure in accordance with this clause the Landlord shall be entitled upon default to insure against third party claims and recover the cost from the Tenant
- 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 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 a proper proportion of the relevant charge. All utilities are sub metered and billed via the adjacent diocese owned school site formerly known as St Boniface Primary School. The Tenant will reimburse the diocese as appropriate.
- 3.7 The Tenant shall be responsible for non-domestic rates and water rates charged on the Property.
- 3.8 The Tenant will be responsible for all health and safety matters relating to the use of 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

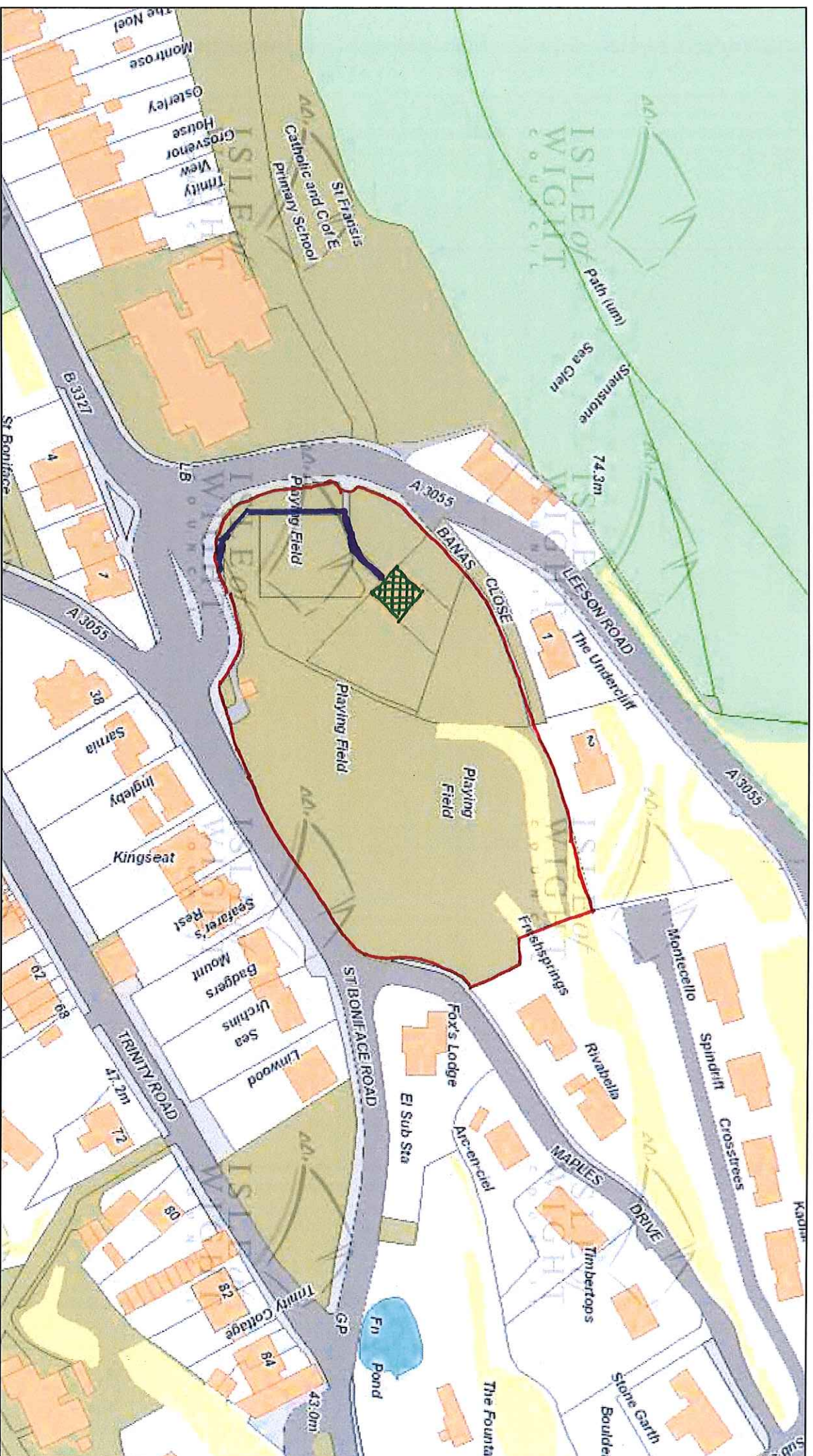
IN WITNESS WHEREOF THIS DOCUMENT HAS BEEN EXECUTED AND DELIVERED ON THE DATE FIRST STATED ABOVE.

Signed by ASHLEY
CURZON for and on
behalf of ISLE OF
WIGHT COUNCIL

.....
Authorised Signatory

Signed by
..... for and
on behalf of VENTNOR
TOWN COUNCIL

.....
Authorised Signatory



Address

Ventnor Town Council

Tenacy at Will

Former St Boniface Primary School Playing Field Land

Leeson Road

Ventnor

0 5 10 20 30 40

Meters

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Ordnance Survey 100019229

