



The purpose of this paper is to ask Members to consider a draft Tenancy at Will from the Isle of Wight Council for Ventnor Town Council to manage the Youth Centre following its planned closure.

No. DETAIL

1) BACKGROUND

- a) The Isle of Wight Council's decision to close its current Island-wide Youth Service provision from 30 September includes the closure of Ventnor Youth Centre.
 - b) The Town Council has already successfully nominated it as an asset of Community Value as an indication of its assessment of its potential contribution to the life of the town and its commitment to retain it.
 - c) Positive informal discussions at officer level have been in progress for several months following the closure decision and it has been fully recognised in those discussions that the building's longer term future depends on establishing financially sustainable uses for it.
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2) TENANCY AT WILL.

- a) The Tenancy at Will provides the best possible legal framework for both Councils during the time it takes for the potential uses to be fully explored and a business planning process to be completed.
 - b) Under a Tenancy at Will, the tenant has exclusive possession of the building, and in return pays all council tax and utility bills but is not responsible for internal or external maintenance and termination by either party is provided for.
 - c) I'm grateful to the Isle of Wight Council's officers involved in these discussions for making a draft available for consideration at this meeting of the Town Council as if agreement on a final version can be reached and signed by both parties, a seamless transfer of responsibility for the building will be possible either before or on 1 October this year.
 - d) A copy of the draft is attached to this Report.
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3) RECOMMENDATION

The Town Council is recommended, after due consideration, to authorise the Town Council to sign the Tenancy at Will subject to any changes it may require being accepted.

Dated

2014

**Isle of Wight Council
and
Ventnor Town Council**

TENANCY AT WILL

relating to

Ventnor Youth Centre, Victoria Street, Ventnor, IOW PO38 1ET



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This agreement is made on the day of 2014

BETWEEN

ISLE OF WIGHT COUNCIL of County Hall, High Street, Newport, Isle of Wight,
PO30 1UD (the '**Landlord**'); and

VENTNOR TOWN COUNCIL of the Coastal Centre, Salisbury Gardens, Dudley
Road, Ventnor, IOW PO38 1EJ (the '**Tenant**')

AGREED TERMS

1 Interpretation

1.1 The following definitions apply in this Agreement:

'Commencement Date': September 2014

'Permitted Use'; Community Use only

'Property'; Ventnor Youth Club,

'Rent'; One pound (£1.00) per annum (exclusive of any value added tax), 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 the Commencement Date.

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 on demand.

3.2 The Tenant shall not:

(a) use the Property otherwise than for the Permitted Use;

(b) assign, underlet, charge, part with or otherwise dispose of the Property or any part of it or any interest in it;

(c) make any alteration or addition to the Property without the prior written consent of the Landlord;

(d) put any signs at the Property; or

(e) 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 and make good any damage it causes to the Property.

3.4 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.

- 3.5 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.
- 3.6 The Tenant shall be responsible for non-domestic rates and water rates charged on the Property.
- 3.7 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.
- 3.8 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.
- 3.9 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 allow the Tenant (and its employees and visitors) access to and egress from the Property over the Landlord's neighbouring land, if any.

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

Signed by John Metcalfe
for and on behalf of ISLE OF WIGHT
COUNCIL

.....
Authorised Signatory

Signed by
for and on behalf of VENTNOR TOWN
COUNCIL

.....
Authorised Signatory