

DATED

16 November

2017

THE COUNCIL OF THE CITY OF
PLYMOUTH

-and-

CORNWALL COUNCIL

-and-

Mount Edgumbe Railway and Model Society (MERMS)

TENANCY

OF

Lower Sawmill, Barrow Centre

BARROW CENTRE, MOUNT EDGCUMBE COUNTRY PARK, CREMYLL,

CORNWALL PL10 1HZ

Tel: (01752) 822236 Fax: (01752) 822199

THIS TENANCY AGREEMENT is made the 1st day of December Two Thousand and Seventeen

BETWEEN:

- (1) **THE COUNCIL OF THE CITY OF PLYMOUTH** of the Civic Centre Plymouth PL1 2AA and **CORNWALL COUNCIL** of County Hall, Treyew Road, Truro, Cornwall TR1 3AY ("the Landlord") and
- (2) **John George Pape** of Polhawn Cottage, Polhawn Cove, Torpoint, PL10 1LL and **Bryan Douglas Luxford** of 3 Little Point Crescent, Millbrook, Torpoint, PL10 1DN representing the Mount Edgcumbe Railway and Model Society ("the Tenant")

NOW IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

In this Agreement the following expressions have the meanings given in this Clause

- 1.1 'the Barrow Centre' means Barrow Centre, Mount Edgcumbe Country Park, Cremyll, Cornwall PL10 1HZ
- 1.2 'the Commencement Date' means 1st December 2017
- 1.3 'the Handbook' means the Barrow Centre's Tenancy Handbook as from time to time updated
- 1.4 'the Permitted Use' means use as/for a model railway and general model display and from time to time fundraising for Mount Edgcumbe Country Park
- 1.5 'the Rent' means the rent of an annual contribution to Mount Edgcumbe Country Park of no less than five hundred pounds (£500) inclusive of the charges for the Services
- 1.6 'the Rent Deposit' means the sum of £100
- 1.7 'the Services' means the services provided by the Landlord as set out in the Schedule to this Tenancy
- 1.8 'the Tenancy' means the tenancy granted by this Agreement
- 1.9 'the Unit' means strictly limited to the lower sawmill within the Barrow Centre as shown on the attached floor plan
- 1.10 Words importing one gender are to be construed as importing any other gender words importing the singular are to be construed as importing the plural and vice versa
- 1.11 The clause headings do not form part of this Agreement and must not be taken into account in its construction or interpretation
- 1.12 The expressions 'the Landlord' and 'the Tenant' shall not include any successors in title or assigns of either party
- 1.13 Where any party comprises more than one person, the obligations and liabilities of that party under this agreement are to be joint and several obligations and liabilities of those persons
- 1.14 Any covenant by the Tenant not to do anything includes an obligation not to permit or suffer that thing to be done by another person
- 1.15 Any reference in this Agreement to any clause without further designation is to be construed as a reference to the clause of this Agreement so numbered

2. TENANCY AT WILL

The Landlord lets and the Tenant takes the Unit on a Tenancy at Will commencing on the Commencement Date the Tenant yielding and paying to the Landlord the Rent

3. RENT and DEPOSIT

- 3.1 The Rent is to be paid on demand at such time or times as the Landlord thinks fit provided always that if the Landlord demands the rent at fixed periods the demand or acceptance of rent shall not be deemed to create any periodic tenancy
- 3.2 The Landlord shall be entitled at any time and from time to time to increase the Rent which can be done without notice

- 3.3 On the fifteenth day of each month the sum of Three pounds (£3.00) or any such sum as determined by the Handbook will be payable by the Tenant to the Landlord per month or part thereof for which the Rent is outstanding
- 3.4 Any Rent Deposit will be returned to the Tenant without interest on the determination of the Tenancy but the Landlord is entitled to deduct therefrom any sums owing to the Landlord under the terms of this Tenancy and any reasonable amount the Landlord properly incurs in remedying any failure by the Tenant to comply with his obligations under this Tenancy and if the Rent Deposit is insufficient the Tenant hereby agrees to make good any deficiency forthwith

4. THE TENANT'S OBLIGATIONS

The Tenant agrees with the Landlord to observe and perform the requirements of this Clause 4

- 4.1 On the date of this Agreement the Tenant must pay to the Landlord the Rent Deposit
- 4.2 The Tenant must pay the Rent in accordance with clause 3 of this Agreement
- 4.3 The Tenant must pay and indemnify the Landlord against all existing and future rates taxes assessments duties charges impositions and outgoings of an annual or other periodically recurring nature paid by the Landlord that are not a part of the Services in respect of the Barrow Centre during the currency of the Tenancy apportioned on a time basis if necessary by a designated surveyor in the Landlord's Commercial Property Service for the time being
- 4.4 The Tenant must pay a fair proportion, of the cost of electricity and water supplied to the Unit which includes for the avoidance of doubt but is not limited to charges relating to internet access either directly to the suppliers or by way of a back-charge to the Tenant such method to be determined by the Landlord
- 4.5 If and whenever the Tenant fails to pay the Rent or any other money due under this Agreement on the due date the Tenant must pay to the Landlord interest on the Rent or other money as the case may be at the rate of 3% per year above the base rate from time to time of the Landlord's Principal Bank from the date on which the payment is due to the date of payment both before and after any judgment
- 4.6 The Tenant must keep the Unit and its contents in good repair and decorative order and in a clean and tidy condition and must not bring on to the Barrow Centre any inflammable liquids gases explosives fireworks or other articles likely to cause fire explosion damage or nuisance
- 4.7 The Tenant must not make any alteration or addition to the Unit structural or otherwise without the Landlord's prior written consent
- 4.8 The Tenant must return the Unit in a good state of repair and immediately thereafter (and notwithstanding termination of this Agreement) clear away all rubbish and make good any damage caused by the Tenant its agents and invitees to the Unit and its fixtures fittings and such contents as belong to the Landlord and provided the Tenant performs this obligation the Rent Deposit shall be refunded to the Tenant in full
- 4.9 The Tenant must not use the Unit or any part of it otherwise than for the Permitted Use and such use must also have regard to the obligations and matters set out in the Handbook of which the Tenant shall be made aware at the commencement of the Tenancy
- 4.10 The Tenant must not cause any nuisance or annoyance to the Landlord to any adjoining owners or occupiers or any other person
- 4.11 The Tenant must not assign sublet charge share or part with the possession or occupation of the Unit or any part of it. For the avoidance of doubt this tenancy is granted solely to the Tenant named above and the use of the Unit by any other companies or by the Tenant trading as another company name is not permitted. The Landlord reserves the right to make an additional charge for any post received not in the name of the named Tenant
- 4.12 The Tenant must not permit the Unit or any part of it to be occupied or used by any person other than the Tenant and the Tenant's employees
- 4.13 The Tenant must allow the Landlord and all persons authorised by the Landlord to enter the Unit at any reasonable time on prior notice except in the case of emergency to ascertain whether the terms of this Agreement have been complied with and to inspect it and carry out any other function as may be required
- 4.14 The Tenant shall comply in all respects with and meet all disbursements relating to all statutory and other regulations imposed by law or by any byelaw pertaining to the Unit and to indemnify the Landlord against any claims arising from the breach of such regulations

- 4.15 The Tenant must not through any action or inaction cause the insurance policies of the Landlord to be invalidated or increased

5. THE LANDLORD'S OBLIGATIONS

- 5.1 The Landlord hereby agrees to provide or arrange for the provision of the Services and to use its best endeavours to recover the estimated cost of the Services from the users of the Barrow centre by a standard and equitable apportionment, and in such a way that the Tenant having paid the Rent during this Tenancy will have no further liability or credit in respect of the Services
- 5.2 The provisions of s41 Local Government (Miscellaneous Provisions) Act 1982 regarding lost and uncollected property in the Unit shall apply to the Tenancy

6. INDEMNITY

The Tenant agrees at all times to indemnify the Landlord against all losses claims demands actions proceedings damages costs or expenses or other liability arising through any default in compliance with this agreement or arising from any other act or default of the Tenant its agents or invitees

7. LIABILITY

The Landlord shall have no liability for and the Tenant shall indemnify the Landlord against all actions claims demands costs losses and expenses which may be brought or made against or sustained or incurred by the Landlord howsoever arising directly or indirectly out of or in connection with the Tenancy and in respect of and of the following matters:

- 7.1 death or personal injury to any person not arising out of the Landlord's negligence in particular but without prejudice to the generality of the foregoing the death or injury of the Tenant his invitees and employees
- 7.2 loss of or damage to any property of the Landlord or the Tenant or any other person and
- 7.3 any consequential or other loss which may be incurred or suffered by the Tenant or the Landlord or any other person (including but not limited to in each case any loss caused by failure or inadequacy in the Services and including also but not limited to any damage to the Tenant's goods and any disruption of the Tenant's business as a result of any damage whether brought about by fire or water or any other cause)

8 DETERMINATION

The parties agree and declare that this agreement is to be determined immediately:

- 8.1 by any demand for possession of the Unit made by or on behalf of the Landlord or
- 8.2 (without prejudice to any subsisting obligation of the Tenant imposed by this agreement) by any delivery of possession by the Tenant to the Landlord or upon the death of the Tenant the Tenant's bankruptcy or voluntary alienation of the Unit by the Tenant with notice to the Landlord
- 8.3 the Tenancy being personal to the parties by the death or dissolution of either party or by any disposition or purported disposition of the interest of either party whether voluntary or otherwise

9. EXCLUSION OF WARRANTY AS TO USE

The Landlord does not imply or warrant that the Unit may be used for the purpose authorised by this Agreement or any other purpose

IN WITNESS whereof the Landlord and the Tenant have executed this Agreement as a Deed in the manner hereinafter appearing

THE SCHEDULE

The Services

- 1 payment of local authority rates and water and sewerage charges
- 2 comprehensive insurance of the Barrow Centre and its plant and equipment (including the Unit but excluding its contents) against fire aircraft explosion theft and allied risks at full replacement cost including fees debris and consequential loss of rent and fees
- 3 insurance against the Landlord's public and employer's liability in respect of the Barrow Centre
- 4 reasonable precautions against theft and damage in respect of the Barrow Centre as a whole (excluding the Unit and its contents)
- 5 repairs maintenance and renewal of the Barrow Centre (including the Unit but excluding its contents and excluding the obligations undertaken by the Tenant under Clause 4)

- 6 if considered necessary by the Landlord maintaining a reserve for further major expenditure on maintenance improvement and renewal
- 7 paying the professional costs of administering the Barrow Centre including collection accounts and audit in respect of the Rent
- 8 making provision for the Tenant to use the Unit at any time during the hours of 9am and 6pm providing communal toilets and cleaning thereof together with all common parts of the Barrow Centre
- 9 providing a mail handling service
- 10 providing such other services and facilities as the Landlord from time to time thinks fit
- 11 where applicable VAT payable thereon in respect of any of the above outgoings

WARNING

THIS AGREEMENT WILL NOT GRANT THE TENANT SECURITY OF TENURE. IF THE TENANT IS UNSURE ABOUT ANY OF THE TERMS LEGAL ADVICE SHOULD BE TAKEN BEFORE EXECUTION.

The Common Seal of **THE COUNCIL**
OF THE CITY OF PLYMOUTH
 was hereunto affixed in the presence of:

) *Barrow*
) *CHAS BOSTON PM*
)

Plymouth City Council Authorised Signatory

The Common Seal of **THE CORNWALL**
COUNCIL was hereunto affixed in the
 presence of:

Cornwall Council Authorised Signatory

SIGNED as a **DEED** by **[TENANT]**:
 in the presence of:

B.D. [Signature]

[Signature]

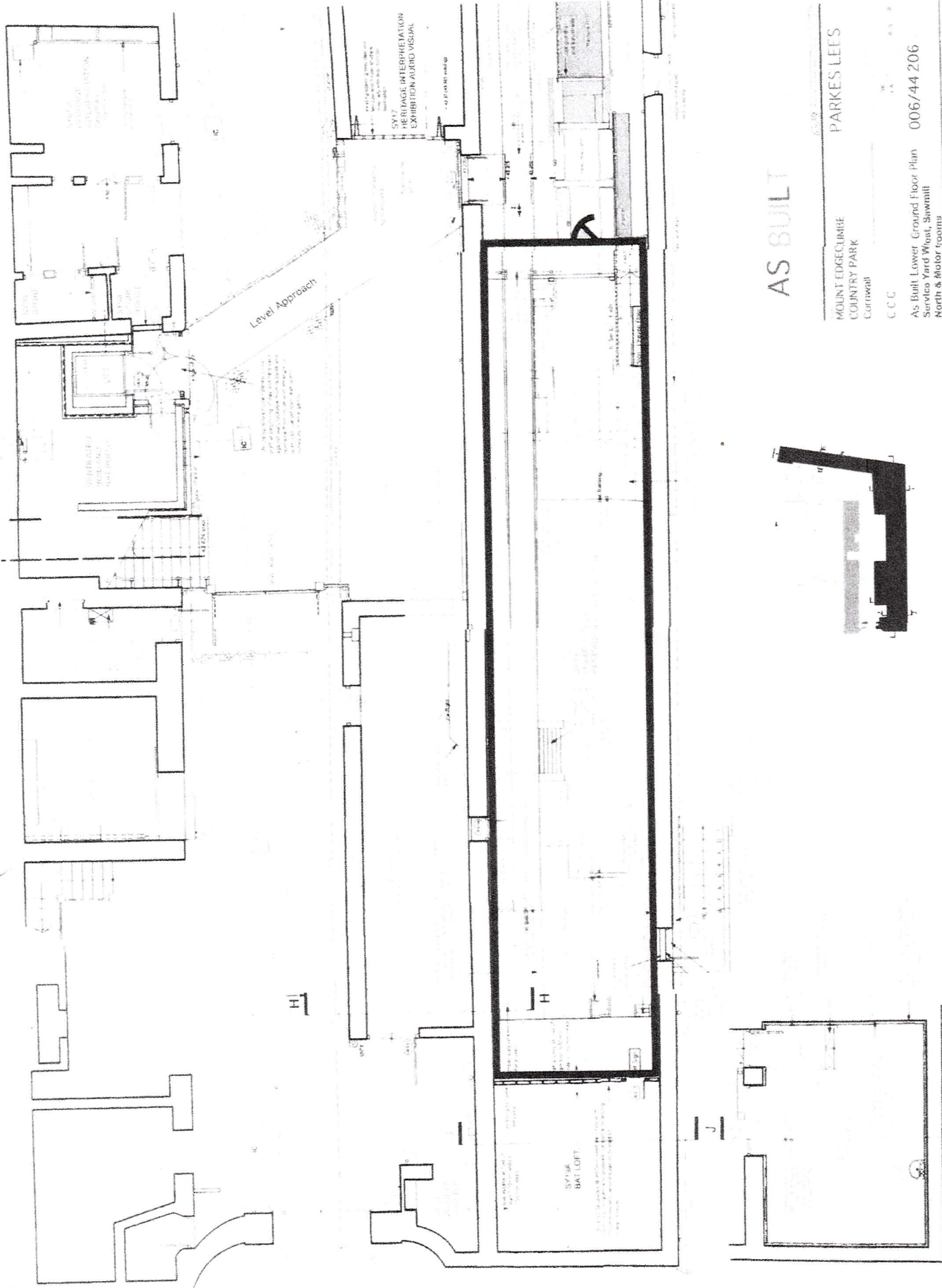
 DAVID JOHN PARSONS
 2, MILLBOUL HEAD
 MILLBOUL
 TORPOINT
 CORNWALL
 PL10 1FD.

Witness Signature

Witness Name

Witness Address

N.B. M.E.R.M.S. Treasurer Andrew Scott 01503 220669
 Email andrew.scott@btinternet.com



AS BUILT

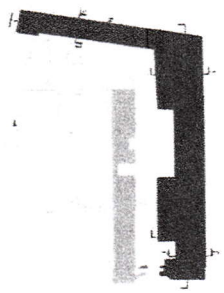
PARKES LEE'S

MOUNT EDGECLIMBE
COUNTRY PARK
Cornwall

CCC

006/44 206

As Built Lower Ground Floor Plan
Services Yard West, Sawmill
North & Motor Rooms



BLOCK PLAN SCALE 1:500