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DATE

## **PARTIES**

- (1) Liskeard Town Council of 3-5 West Street, Liskeard, Cornwall PL14 6BW (the '**Landlord**');
- (2) [*insert name*] of [*insert address*] (the '**Tenant**').

NOW IT IS AGREED as follows:

### **1 Definitions**

<b>Permitted Use</b>	use of the premises for the purpose of making anything by hand, or any business using the premises for small scale creative production or manufacturing activities, including via technology, and including for the purposes of education or training
<b>Premises</b>	the premises known as Unit [ ] Liskeard Cattle Market Makers Project;
<b>Rent</b>	the rent of [ <i>insert figure</i> ] a day [together with VAT];
<b>Tenancy</b>	the tenancy at will granted by this agreement;
<b>VAT</b>	value added tax or any other tax of a similar nature.

### **2 Interpretations**

In this agreement:

- 2.1 Words importing one gender are to be construed as importing any other gender;
- 2.2 Words importing the singular are to be construed as importing the plural and vice versa;
- 2.3 The clause headings do not form part of this agreement and must not be taken into account in its construction or interpretation;
- 2.4 The expressions 'the Landlord' and 'the Tenant' shall not include any successors in title or assigns of either party;
- 2.5 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;
- 2.6 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.

### **3 Tenancy at will**

The Landlord lets and the Tenant takes the Premises on a tenancy at will commencing on the date of this agreement. During the Tenancy the Tenant shall pay the Rent to the Landlord.

## **4 Rent**

### **4.1 Payment of Rent**

The Landlord may (for convenience of management) demand and collect Rent in advance for fixed collection periods of one month, on the first day in each month.

### **4.2 Refund on termination**

On termination of the Tenancy, any Rent previously paid in respect of any period falling after the date of termination must be repaid to the Tenant immediately.

### **4.3 Periodic tenancy excluded**

Neither the payment of any Rent, nor any demand for payment of it, nor the fact that the amount of the Rent is calculated by reference to a period, is to create, or cause the Tenancy to become, a periodic tenancy.

## **5 The Tenant's obligations**

The Tenant agrees with the Landlord to observe and perform the requirements of this clause 5.

### **5.1 Payment of the Rent**

The Tenant must pay the Rent in accordance with clause 4.1.

### **5.2 [Outgoings**

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 and insurance premiums paid by the Landlord in respect of the Premises during the currency of the Tenancy apportioned on a time basis if necessary by the Landlord's surveyor for the time being.]

### **5.3 Interest**

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 Barclays Bank plc from the date on which the payment is due to the date of payment, both before and after any judgment.

### **5.4 Repair**

The Tenant must keep the internal coverings of the walls of the Premises, the floor and ceiling finishes of the Premises, and the doors, doorframes, windows and window-frames of the Premises in repair and in good decorative order.

### **5.5 Alterations**

The Tenant must not make any alteration or addition whatsoever either to the exterior or the interior of the Premises.

## **5.6 Return of the Premises**

The Tenant must return the Premises in the state required by this agreement on determination of this agreement, and immediately thereafter (and notwithstanding termination of this agreement) clear away all rubbish, remove its belongings and make good any damage to the Premises caused by the Tenant, his agents and invitees.

## **5.7 Use**

The Tenant must not:

- 5.7.1 use the Premises or any part of them otherwise than for the Permitted Use;
- 5.7.2 do or omit to do anything which might vitiate any insurance policies maintained by the Landlord; or
- 5.7.3 cause any nuisance or annoyance to the Landlord or to any adjoining or nearby owners or occupiers.

And the Tenant will physically use the Premises for at least 5 days a week to fulfil the aim of the Makers Project to have makers in occupation and for the Project to thrive and to avoid the Premises being used for storage purposes without makers being present.

## **5.8 Notices**

The Tenant must immediately after receipt give the Landlord full particulars of any notice affecting the Premises.

## **5.9 Disposal**

The Tenancy being personal to the parties, the Tenant cannot and therefore must not hold the Premises on trust for another, assign, sublet, charge, part with the possession of, share occupation of, or otherwise dispose of the Premises or any part of the Premises.

## **5.10 Occupation**

The Tenant must not permit the Premises or any part of the Premises to be occupied or used by any person other than the Tenant and the Tenant's employees.

## **5.11 Compliance with statutes**

The Tenant must comply with all statutory requirements affecting the Premises, its use and occupation and the health and safety of persons working at or visiting the Premises, whether the legislation requires the owner, landlord, tenant or occupier to comply.

## **5.12 Entry**

The Tenant must allow the Landlord, and all persons authorised by the Landlord, to enter the Premises at any reasonable time to ascertain whether the terms of this agreement have been complied with.

**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 Declarations**

The parties agree and declare as set out in this clause 7.

**7.1 Determination**

This agreement is to be determined immediately:

- 7.1.1 by any demand for possession of the Premises made by or on behalf of the Landlord; or
- 7.1.2 (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
- 7.1.3 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.

**7.2 Exclusion of warranty as to use**

The Landlord does not imply or warrant that the Premises may be used for the purpose authorised by this agreement or any other purpose.

**8 [Costs**

The Tenant will on exchange of this agreement pay the costs of the Landlord's solicitors in respect of the preparation of this agreement amounting to £[insert figure][ together with VAT].]

Signed:.....

By or on behalf of the Landlord

Signed:.....

By or on behalf of the Tenant