

DATED.....2016

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**TENANCY AT WILL**

relating to

**AREA AT THE MUSEUM OF GLOUCESTER**

between

**THE COUNCIL OF THE CITY OF GLOUCESTER**

and

**[PARTY 2]**

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**PARTIES**

- (1) **THE COUNCIL OF THE CITY OF GLOUCESTER** of Herbert Warehouse, The Docks, Gloucester GL1 2EQ (“**Landlord**”).
- (2) [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (“**Tenant**”).

**AGREED TERMS**

**1. INTERPRETATION**

The following definitions apply in this agreement:

**Building:** the building known as The Museum of Gloucester, Brunswick Buildings, Brunswick Road, Gloucester GL1 1HP

**Permitted Hours:**

Monday	Closed
Tuesday	08.45 -17.10
Wednesday	08.45 -17.10
Thursday	08:.45 -17.10
Friday	08:.45 -17.10
Saturday	08:45 -17.10
Sunday	Closed

**Permitted Use:** cafeteria open to the public for the sale of food and refreshments [excluding alcohol) on and off the premises

**Property:** that part of the Building shown for identification only edged red on the plan attached to this agreement.

**Rent:** One peppercorn 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 date of 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 not:

- (a) use the Property otherwise than for the Permitted Use, or outside the Permitted Hours;
- (b) 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;
- (c) share occupation of the Property or any part of it;
- (d) make any alteration or addition whatsoever to the Property;
- (e) put any signs at the Property; or
- (f) cause any nuisance or annoyance to the Landlord or to any owners or occupiers of the Building or of neighbouring property.

3.2 The Tenant shall keep the Property clean and tidy and make good any damage it causes to the Property.

3.3 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.

3.4 The Tenant shall be responsible for all proportionate charges in connection with the supply to or removal from the Property of telecommunications 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.

3.5 The Tenant shall not be responsible for non-domestic rates charged on the Property. The Tenant shall be responsible for and shall indemnify the Landlord in respect of a proper proportion of the water rates charged for the Building, such proportion to be determined conclusively by the Landlord.

3.6 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 (or the Building).

3.7 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 (or the Building).

3.8 When the Tenant vacates the Property at the termination of the tenancy created by this agreement, it shall remove all 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 common parts of the Building and to use the lavatories in the Building during the Permitted Hours.

4.2 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.

This agreement has been entered into on the date stated at the beginning of it.

Signed for and  
on behalf of  
**THE COUNCIL  
OF THE CITY OF  
GLOUCESTER**

.....  
Authorised Signatory

Signed by [NAME OF DIRECTOR]  
for and on behalf of [NAME OF  
TENANT]

.....  
Director