

THIS LICENCE is made the **1st day of April Two thousand and Sixteen**
BETWEEN (1) POWYS COUNTY COUNCIL ('the Council') of County Hall
Llandrindod Wells Powys LD1 5LG by **ROBERT CLIVE PINNEY** the Solicitor to the
Council duly authorised to sign on its behalf and **(2) XXXXXXXXXXXX Town Council**
(‘the Licensee’)

NOW IT IS AGREED as follows:-

1. Definitions

In this Licence :

- 1.1 ‘the Licence’ means the licence created by this Agreement
- 1.2 ‘the Premises’ means the premises described in the First Schedule hereto
- 1.3 ‘the Permitted Use’ means the use of the Premises for the purposes of Public Conveniences together with access across any adjacent land in the Council’s ownership to the Premises for the purpose of access and maintenance

2. Licence

The Council lets and the Licensee takes the Premises from the **XXXXXXXXXX** for a period of ONE YEAR and thereafter from year to year until the date on which this Licence is determined in accordance with paragraph 4 hereunder for the purposes of the Permitted Use

3. Licensee’s Agreements

The Licensee agrees with the Council that the Licensee shall:-

- 3.1 pay and indemnify the Council against all rates taxes duties charges and outgoings whatsoever payable in respect of the Premises during the period of this License
- 3.2 use the Premises for the purposes of the Permitted Use only
- 3.3 maintain throughout the period of this Licence a policy of insurance against risks to property and personal liability
- 3.4 keep the Premises in repair throughout the period of this Licence
- 3.5 permit the Council or its Officers Agents or Servants to enter the Premises to inspect the state and repair of the Premises or for any other purpose connected therewith at all reasonable times during the period of this Licence
- 3.6 not make or permit to be made any alterations or additions to the Premises without the Council’s prior written consent

- 3.7 not cause any nuisance or annoyance to the Council or to any adjoining owners or occupiers
- 3.8 not assign underlet charge or part with or share possession of or otherwise dispose of the Premises without the Council's prior written consent
- 3.9 indemnify the Council against all losses claims demands actions proceedings damages costs or expenses or other liability arising out of this Licence or the Permitted Use thereof
- 3.10 repair and maintain all boundary structures at the Premises (if any) during the period of this License
- 3.11 observe and comply with all statutes and regulations applicable to the Premises and to all requirements of the Health and Safety at Work Etc Act 1974 in so far as they relate to the Premises

4. Termination

This Licence may be determined by either party giving to the other not less than three months prior notice in writing or immediately by the Council if the Licensee is in breach of any of the terms and conditions of this Licence

5. Licence Personal to Licensee

This Licence is personal to the Licensee and is not in any circumstances transferable by the Licensee to any other person firm or company and it does not and is not intended to create or grant to the Licensee any estate or interest in the Premises or to give rise to the relationship of landlord and tenant between the parties to this Licence

IN WITNESS whereof the parties hereto have set their hands the day and year first before written

FIRST SCHEDULE

The Premises

The public conveniences at **XXXXXXXXXXXXXXXXXX**, Powys as outlined red on the attached plan.

SIGNED by the said

ROBERT CLIVE PINNEY

in the presence of:

W Signature
I Name
T Address
N
E
S
S Occupation

SIGNED by

on behalf of the Licensee

in the presence of:

W Signature
I Name
T Address
N
E
S
S Occupation

DATED **XXXXXXXX**

POWYS COUNTY COUNCIL

- to -

XXXXXXXXXXXXXX Town Council

LICENCE AGREEMENT

relating to the use of the Public Conveniences at

XXXXXXXXXXXXXXXXXX

in the County of Powys

R C Pinney
Solicitor to the Council
Powys County Council
County Hall
Llandrindod Wells
Powys LD1 5LG