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DATED **1st** **May** **2015**

POWYS COUNTY COUNCIL

- to -

Caersws Community Council

LICENCE AGREEMENT

relating to

the use of the Public Conveniences

Bridge Street, CAERSWS,

Powys

Clive Pinney

Solicitor to the Council

Powys County Council

County Hall

Llandrindod Wells

Powys LD1 5LG

THIS AGREEMENT is made the 1st day of May Two thousand and Fifteen **BETWEEN (1) POWYS COUNTY COUNCIL** ('the Council') by **Clive Pinney** Solicitor to the Council duly authorised to sign on its behalf and **(2) Caersws Community 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 land adjacent to the premises for the purpose of access and maintenance.

2. Licence

The Council lets and the Licensee takes the Premises from the date hereof to 31st March 2016.

3. Licensee's Agreements

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

- 3.1 pay and indemnify the Council against all rates costs taxes duties charges and outgoings whatsoever payable in respect of the premises during the period of this Licence
- 3.2 use the Premises for the Permitted Use only
- 3.3 maintain throughout the period of this Licence a policy of insurance against all risks to property and personal liability
- 3.5 keep in repair the Premises throughout the Licence
- 3.6 permit the Council or its Officers Agents or Servants to enter the Premises to inspect the state of repair of the Premises or for any other purpose connected therewith at any time during the period of this Licence
- 3.7 not make or permit to be made any alternations or additions to the Premises without the Council's prior written consent
- 3.8 not cause any nuisance or annoyance to the Council or to any adjoining owners or occupiers
- 3.9 not assign underlet charge or part with or share possession of or otherwise dispose of the Premises

3,10 to repair and maintain all boundaries at the property during the term of this agreement, or until this agreement is terminated

4. Termination

This Licence may be determined by either party giving to the other not less than one months' notice in writing

I N W I T N E S S whereof the parties hereto have set their hands the day and year first before written

FIRST SCHEDULE

The Premises

The Public conveniences at Bridge Street, CAERSWS, Powys as outlined red on the attached plan.

SIGNED by the said

R. Pinney

Clive Pinney

in the presence of:

W Signature *Blyngorn.*
 I Name *BIANCA KINCHEN.*
 T Address *Powys County Council*
 N *County Hall*
 E *Spa Road East*
 S *Llandrinod Wells*
 S Occupation *CDI SLG*
P.A

SIGNED

On behalf of Caersws Community Council

in the presence of:

W Signature *[Signature]*
 I Name *LINDA YAPP.*
 T Address *OLD HALL*
 N *PONTYDOLGELT.*
 E *CAERSWS*
 S *POWYS SY17 5NT.*
 S Occupation *CLERK*

SIGNED

On behalf of Caersws Community Council

in the presence of:

W Signature *[Signature]*
 I Name *VICTOR YAPP.*
 T Address *OLD HALL.*
 N *PONTYDOLGELT*
 E *CAERSWS*
 S *POWYS SY17 5NT.*
 S Occupation *RETIRED ENGINEER*

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