

# Dartmoor National Park Authority

National Park Visitor Centre, Princetown  
Use of Office Accommodation



## AGREEMENT

**THIS AGREEMENT** is made this 30<sup>th</sup> day of September 2015

### **BETWEEN:**

- (1) Dartmoor National Park Authority of Parke, Bovey Tracey, Newton Abbot, Devon TQ 13 9JQ (*"the Authority"*) and
- (2) His Royal Highness Charles Philip Arthur George Prince of Wales Duke of Cornwall and Rothesay Earl of Chester and Carrick Baron of Renfrew Lord of the Isles and Great Steward of Scotland acting by Christopher Michael Gregory, Land Steward of the Western District, Duchy of Cornwall, Restormel Estate Office, Lostwithiel, Cornwall PL22 0HN (*"the Hirer"*)

### **IT IS AGREED** as follows:

#### **1. Licence to occupy office accommodation**

In consideration of the payments specified in clause 2 below, the Authority agrees to grant the Hirer a personal exclusive licence to occupy and make use of the office accommodation specified in Schedule 1, together with the use of any furnishings and fittings (*"the Premises"*). This licence shall be subject to the conditions set out in Schedule 2 below and shall have effect from 1 October 2015 for an initial period of twelve calendar months and thereafter from year to year, until notice of termination of this licence is served as specified in clause 5 below.

#### **2. Fee**

In recognition of the grant by the Authority of this Licence, the Hirer agrees to pay to the Authority an annual fee of £700 (no VAT) for use of the Premises. The fee shall be payable in advance, the first payment to be made within 30 days of the receipt of an invoice in writing.

#### **3. Review of Fee**

From 30 September 2018 the fee payable by the Hirer for use of the Premises shall increase at each annual renewal by 3% per annum.

#### **4. Use of communal facilities**

This licence shall include access to and full use of the communal areas and facilities within the building at any reasonable time during the hours that the National Park Visitor Centre is open to the public to:

- ◆ any person working for the Hirer
- ◆ any person working with or proposing to work with the Hirer
- ◆ any bona fide guest and visitor of the Hirer

**5. Conditions under which this licence is granted**

This licence is granted subject to the further conditions set out in Schedule 2 below. Any failure without good cause to perform any obligation under the licence or comply with any condition of the licence will be ground for revocation of this licence, without notice.

**6. Revocation & Termination of Licence**

- (a) If the Premises are destroyed or rendered uninhabitable by fire or flood the Agreement and this Licence to occupy and use office accommodation shall immediately terminate and cease to have further effect.
- (b) If at any time the Hirer wishes to relinquish this Licence, it shall give the Authority not less than sixty days notice in writing of the intention to terminate this licence.
- (c) If at any time the Authority wishes to revoke this Licence for reasons other than breach of this Licence or its terms it shall give the Business not less than ninety days notice in writing of the intention to terminate this licence.
- (d) the Authority reserves the right in its absolute discretion to terminate the Licence forthwith, without notice, in the event of any breach of the Licence or the conditions under the Licence which in the Authority's view is a fundamental or serious breach of trust and confidence.

**7. Status of Agreement**

The parties agree that there is no intention to create any form of tenancy or confer any interest or rights in the Premises by this Agreement.

Signed on behalf of Dartmoor )  
 National Park Authority )  
 by: )

  
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 Authorised Officer

Signed on behalf of )  
 His Royal Highness by the said )  
 Christopher Michael Gregory )

  
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# **Schedule 1**

## **Description of Premises**

The first floor room numbered "Room 9" in that part of the former Duchy Hotel, Princetown leased by the Authority from the Duchy of Cornwall.

# **Schedule 2**

## **Terms & Conditions to which Licence is Subject**

### **The Authority undertakes:**

1. **To keep** the structure and exterior of the Premises (including drains gutters and external pipes) in repair and all installations in the Premises in proper working order
2. **To insure** the Premises or to procure their insurance to their full value against loss or damage. This obligation to effect insurance does not extend to any furnishings, business equipment, business records or personal possessions of the Business or any person working for or with the Business or any guest or visitor to the Business
3. **To execute** all works of repair or replacement required in respect of the Premises.
4. **To permit** the Hirer to enjoy the benefit of the central heating in the building (when switched on) at no extra cost.

### **The Hirer undertakes:**

1. **To use** the Premises in a tenant-like manner and in particular:
  - 1.1. Not to deface the Premises or permit or suffer them to be defaced internally or externally
  - 1.2. To report to the Authority as soon as possible any disrepair or defect in the structure or exterior of the Premises or in any installation in the Premises
  - 1.3. To deliver up the Premises and the Furniture at the end of this licence clean, tidy and in accordance with the above provisions
2. **To pay** as and when they fall due:
  - 2.1. the agreed annual fee for use of the Premises
  - 2.2. the agreed charge for any broadband connectivity and/or telephone rental together with all telephone calls relating to the Premises made during the use of the Premises by the Hirer (if applicable).
  - 2.3. Interest on any sums, including payments due under this Agreement, which are not paid within 14 days of the due date at the rate of 4% per annum above

the base rate of Barclays Bank PLC from the date on which the payment is due until receipt by the Authority

**3. Not to:**

- 3.1. Permit any person working for the Hirer, or working with or proposing to work with the Hirer, including any bona fide guest and visitor of the Hirer, to be on the Premises **AT ANY TIME OR FOR ANY CAUSE** without signing in the Visitor Book (as required by Fire Regulations)
  - 3.2. Interfere with or make any alteration or addition to the Premises, communal areas, outbuildings, grounds or gardens
  - 3.3. Do anything or suffer or permit any person working on the Premises or any guest or visitor to do anything likely to cause a nuisance or annoyance to the Authority or adjoining occupiers
  - 3.4. Grant or purport to grant any licence, permission or authority to any other person or business to occupy or use the Premises or any part thereof
  - 3.5. Keep any animal, bird or reptile on the Premises
  - 3.6. Use or suffer or permit the Premises to be used otherwise than as private office accommodation for the use of the Hirer only and not to carry on at the Premises any other trade, profession or business
  - 3.7. Do or suffer or permit to be done anything by which any policy or insurance effected by the Authority on the Premises may become void or voidable or by which the rate of premium on any such policy may be increased
  - 3.8. Affix to the Premises a television or radio aerial or satellite dish or other device for receiving television or radio signals without obtaining the prior written consent of the Authority.
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