

DECISION RECORD

Number 014

This document records a decision taken by the Police and Crime Commissioner, together with details of the advice he received prior to taking the decision.

Decision taken

The PCC has taken decisions to:

- a. Agree a Tenancy at Will with Corby Borough Council to enable the members of staff of the OPCC to use part of Deene House, New Post Office Square, Corby, Northamptonshire. NN17 1GD

Date

8th March 2017

Details of advice taken

Tenancy at Will Agreement and a copy of the related floor plan attached .



Martin Scoble
Chief Executive
8th March 2017

END

DATED

TENANCY AT WILL

relating to

**PART OF FIRST FLOOR
DEENE HOUSE
CORBY**

between

CORBY BOROUGH COUNCIL

and

THE POLICE AND CRIME COMMISSIONER FOR NORTHAMPTONSHIRE

Legal Services
Corby Borough Council
Deene House
New Post Office Square
Corby NN17 1GD

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THIS AGREEMENT is dated

2017

PARTIES

- (1) Corby Borough Council, whose office is at The Corby Cube, Parkland Gateway, George Street, Corby, Northamptonshire, NN17 1QG (**Landlord**).
- (2) The Police and Crime Commissioner for Northamptonshire of Wootton Hall, Northampton, NN4 0JQ (**Tenant**).

AGREED TERMS

1. INTERPRETATION

The following definitions apply in this agreement:

Building: Deene House, New Post Office Square, Corby, Northamptonshire, NN17 1GD

Opening Hours: 6.30am to 7.30pm Monday to Friday (excluding Bank Holidays).

Permitted Use: as offices / meeting rooms / hot desking for the use of persons employed by The Police and Crime Commissioner for Northamptonshire

Property: part of the first floor at the Building shown for identification only edged red on plan no. 2 attached to this agreement

Rent: One Peppercorn per annum (if so demanded)

Quarter Days: 25 March, 24 June, 29 September and 25 December

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 pay the Rent and any value added tax in respect of it in advance and without any deduction, set off or counterclaim on each of the Quarter Days
- 3.2 The Tenant shall not:

- (a) use the Property otherwise than for the Permitted Use;
 - (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 to the Property without the Landlord's written consent which may be withheld or given at the Landlord's absolute discretion;
 - (e) put any signs on the Building; or
 - (f) cause any nuisance or annoyance to the Landlord or to any owners or occupiers of the Building or of neighbouring property.
- 3.3 The Tenant shall keep the Property clean and tidy and make good any damage it causes to the Property.
- 3.4 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.
- 3.5 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.
- 3.6 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.
- 3.7 When the Tenant vacates the Property at the termination of the tenancy created by this agreement, it shall remove any alterations and reinstate the Property to its original condition as at the commencement of this agreement, such reinstatement to be carried out to the Landlord's reasonable satisfaction.
- 3.8 The Tenant shall comply with the provisions of all town and country planning and all other statutory rules and regulations relating to its use of the Property.
- 3.9 The Tenant shall keep the Landlord indemnified against all reasonable expenses, costs, claims, damage and loss (including any diminution in the value of the Landlord's interest in the Building and loss of amenity of the Building) arising from any breach of any Tenant covenants in this agreement, or any act or omission of the Tenant, its workers, contractors or agents or any other person on the Property or the Building with the actual authority of any of them

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, as hatched blue on Plans 1 and 2, in so far as is necessary to facilitate the use of the Property for the Permitted Use but not further or otherwise
- 4.2 The Landlord shall allow the Tenant (and its employees) egress from the Building using the area hatched green on Plans 1 and 2, only in the event that emergency response is required.

5. TENANT'S ACKNOWLEDGEMENTS

- 5.1 The Tenant acknowledges that the Landlord shall not be liable in any way for any of the Tenant's items or equipment stored at the Property which shall be the sole responsibility of the Tenant; and
- 5.2 The Tenant acknowledges that it shall bear all costs in connection with the installation and maintenance of any demountable partitioning.
- 5.3 The Tenant acknowledges that it shall be a key holder to the Building and assumes responsibility for ensuring that the building is secure in the event that it has been used outside of the Opening Hours.

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

Signed by []
for and on behalf of Corby Borough
Council

.....
Authorised Officer

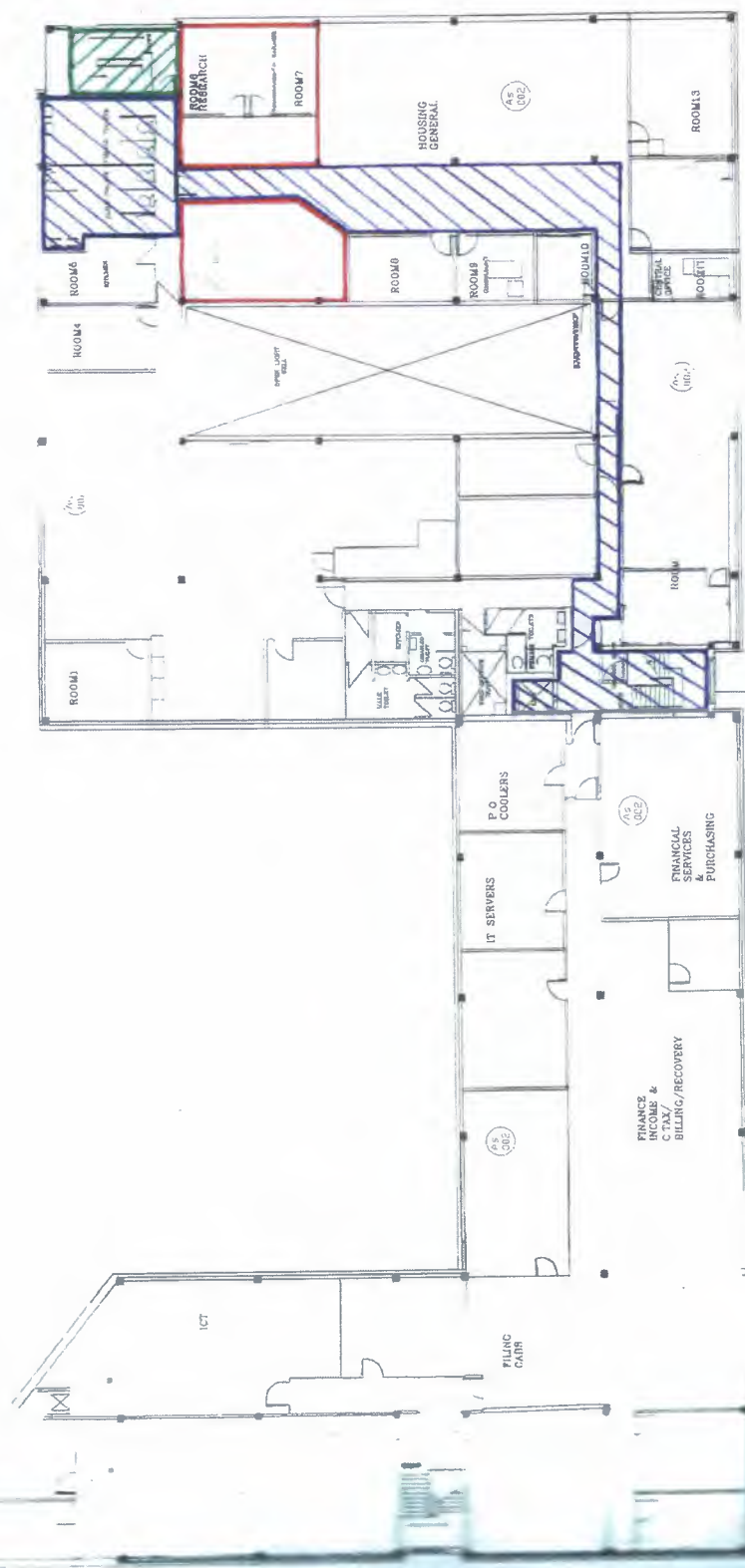
Signed by [*MARTIN SLOBLE*]
for and on behalf of The Police and
Crime Commissioner for
Northamptonshire

[Handwritten Signature]
.....
Duly Authorised Signatory

Revised Revision note

Date

Signature of drafter



DEMISED AREA (SHOWN EDGED IN RED)
 ACCESS IN COMMON WITH CORBY BOROUGH COUNCIL EMPLOYEES (SHOWN HATCHED IN BLUE)
 STAIRCASE AND EXIT - ONLY TO BE USED WHEN EMERGENCY RESERVE IS REQUIRED (SHOWN HATCHED IN GREEN)

"PLAN 2"

Itemref	Quantity	Title/Name, designation, material, dimension etc	Article No./Reference
Designed by	NSL	Checked by - date	File name
CAM	NSL	NSL - 19/08/04	3060 CAM
		Approved by - date	Date
		NSL - 19/08/04	19/08/04
		Scale	NTS
Site plan			
Deene House		First floor	Corby
Edition			Sheet 2/3

NO ASBESTOS MATERIALS
 NO ASBESTOS DETECTED
 NO ASBESTOS DETECTED