

Clevedon and District Foodbank Draft Storage License

Community Matters Committee Report 13.01.2021 – Item 7

ACCESS AND STORAGE LICENCE FOR WYNDHAM WAY BUILDING

Dated: *(to be dated by Portishead Town Council upon Execution)*

The Parties to this Agreement are:

Portishead Town Council, of The Folk Hall, 95 High Street, Portishead, BS20 6PR as the 'Licensor'; and

Clevedon and District Foodbank CIO, of Unit 1 Knowles Road, Clevedon BS21 7XS the "Licensee"

In respect of this Access and Storage License the parties agree that:

1. The Licensor grants the Licensee non-exclusive access to the caretaker storage room at the Wyndham Way public toilet block, Portishead, BS20 8LR for the purpose of storage of non-perishable food bank donations and for no other purpose.
2. This Licensor provides a non-exclusive right to store items in the storage room to be directly accessed by a single door on the Eastern side of the building. All items storage to be on the storage racking provided and not to impede access to the storage room or equipment located in the storage room.
3. The Licensor will provide the Licensee with two keys to the access door. The Licensee is not to make any copy or duplicate the keys and must only provide use of the keys to staff and volunteers of the Licensee in Portishead for the purpose of storage or retrieval of items and for no other purpose. When keys are not in use they will be held by the following:

Key 1:

Key 2:

4. The Licensee shall not store any petroleum, oils, chemicals, or similar flammable products or any equipment powered by such products.
5. The Licensee shall keep the storage area it uses in a clean and tidy condition and in an organised state on the racking provided, it shall not take up more

space than is necessary, cause an obstruction or hazard to any other user of the building or store any items within the taped floor area so as to impede access to equipment on the left-hand wall.

6. The Licensee shall not interfere or move any other items stored in the building without the written permission of the Licensor.
7. The Licensee shall not install any other racking or fixture that is attached to the building without the written permission of the Licensor.
8. The Licensee is a non-exclusive user and is not entitled to any dedicated storage space.
9. The Licensor accepts no responsibility for damage or loss in respect of items stored.
10. This License is personal to the Licensee and may not be assigned or transferred.
11. This License will come into force once signed by the Licensor and shall continue for a **period of 3 years**, unless terminated by either party. Upon expiry it may be renewed by written agreement between the parties.
12. Either party may terminate this license upon giving three month's written notice to the other for any reason. Upon termination the Licensee shall remove all items stored and leave the area used in a clean and tidy condition. No compensation shall be payable to the Licensee in respect of any termination.
13. The reasonable costs of any breach of this License (including any reasonable remediation costs and reasonable legal expenses incurred by the Licensor) shall be borne by the Licensee.
14. Consideration for the grant of this License and use of the storage area shall be One Pound (£1) per year (inclusive of VAT) to be paid, if requested, upon presentation of an invoice by the Licensor at any time during the duration of this License.

Signed in Agreement:

By the Licensee:

Signed: Date:

Trustee for and on behalf of the Clevedon and District Foodbank CIO.

By the Licensor:

Signed: Date:

For and on behalf of Portishead Town Council