# DRAFT STORAGE LICENSE AGREEMENT – ITEM 11 ACCESS ANY 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

Portishead Choral Society of [Address; as the 'Licensee'

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

- The Licensor grants the Licensee non-exclusive access to the storage room in the Wyndham Way public toilet block, Portishead, BS20 8LR for the purpose of storage of equipment belonging to the Portishead Choral Society and for no other purpose.
- 2. This Licensor provides a non-exclusive right to store equipment in the storage room to be directly accessed by a single door on the Western side of the building.
- 3. The Licensor will provide the Licensee a single padlock key to the access door. The Licensee is not to make a copy or duplicate the key and must only provide use of the key to members of Portishead Choral Society for the purpose of storage or retrieval of equipment and for no other purpose. When the key is not being used it will be held by [name] at [address].
- 4. The Licensee shall not store any petroleum, oils, chemicals or similar flammable products nor 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, it shall not take up more space than is necessary or cause an obstruction or hazard to any other user of the building.
- 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 racking or other 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. Other users, authorised by the Licensor, may use the storage unit.

- 9. The Licensor accepts no responsibility for damage or loss in respect of items stored and the Licensee shall ensure it maintains adequate insurance in respect of all risks to the 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 terminate by either party. Upon expiry it may be renewed by written agreement between the parties.
- 12. Either party may terminate this license upon giving one 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 costs of any infringement of this License (including any remediation costs and 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 payable if requested and 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:
For and on behalf of Portishead Choral Society	

## By the Licensor:

Signed:	Date:
For and on behalf of Portishead Town Council	