

TENANCY AT WILL

Key Features:

This document provides a basic Tenancy at Will (“**TAW**”) whereby the Ministry of Defence lets a site on an ‘at will’ basis to a tenant.

A TAW can be used in any situation where exclusive possession is being conferred on an occupier. However they are most appropriate where occupation is required for a short period (ideally less than 6 months) or occupation needs to be documented immediately while terms for a lease are being negotiated. A proper tenancy at will is not protected by the Landlord and Tenant Act 1954 Part II and confers no security of tenure on the tenant. The document also tends to favour the landlord in retrieving possession of the premises from the tenant as reasonable notice can be given ‘at will’. There is no SDLT payable by the tenant.

The document is designed so only the areas shown highlighted in yellow need to be completed. The rent is deliberately quoted at a weekly or monthly rate as a protective measure, should the Tenancy at Will ever be found to be a periodic tenancy.

The Tenant should effect a suitable insurance policy to cover third party liabilities and the sum required should be entered at clause 3.4 (g) of the document.

It is essential that no term or notice period is ever included in the document.

It is **not** suitable for:-

- Lettings where either MOD or its Tenant requires the certainty of a fixed period of occupation or a fixed notice period
- Lettings where the Tenant will take on significant repairing or fitting out obligations (as it may be difficult to enforce these)
- Lettings where the Tenant wants to share occupation
- Long term occupation (ideally it should not be used for lettings over 6 months)
- Sub-occupation of sites already let to a third party
- Arrangements where there is no exclusive possession (licence arrangements)
- Arrangements where a guarantee is necessary for the Tenant’s obligations
- Valuable buildings where the Landlord requires the Tenant to insure the building

N.B. This lease was last modified on 1 October 2019 and has not been checked or modified since.

Please detach this page before using this document

DATED

TENANCY AT WILL

relating to [details of property/land]

between

(1) THE SECRETARY OF STATE FOR DEFENCE

and

(2) [INSERT TENANT DETAILS]



**Defence
Infrastructure
Organisation**

	<p>4. upon giving reasonable prior notice to the Tenant (except in case of emergency) to enter upon the Property for the purposes of:</p> <ul style="list-style-type: none"> (a) inspecting and executing repairs, development, additions, alterations and other works to or on the Establishment or to any Conducting Media within the Property; and (b) inspecting and executing repairs, development, additions, alterations and other works to any Aquatrine Assets within or bounded by the Property; and (c) the exercise of the rights powers privileges and permissions conferred or granted under the covenants and provisions of this agreement, <p>the person exercising such rights causing as little damage, disturbance or inconvenience as reasonably possible and making good as soon as reasonably practicable to the Tenant's reasonable satisfaction any damage to the Property caused by the exercise of these rights.</p>
J. Services	Means[delete as appropriate] electricity, gas, water, sewerage, telecommunications and any other utilities available at the Property for the use of the Tenant.

AGREED TERMS

1. INTERPRETATION

The following definitions apply to this agreement:

Aquatrine Assets: means any borehole, cesspit, combined sewer overflow, emergency water storage, fire boosters, impounding reservoirs, grease traps, surface water pumping stations, tanks, chemical treatment facilities, chambers, outfalls, oil water interceptors, silt traps, sewage pumping stations, septic tanks, sewage treatment works, service reservoirs, water pumping stations, water treatment works, fenced soakways, ponds lagoons, catch pits, meter houses, compressor houses, spring supplies and wells let pursuant to an equitable lease under the Landlord's 'Project Aquatrine'.

Conducting Media: means all sewers drains channels pipes watercourses gutters wires cables ducts flues conduits laser optic fibres electronic data or impulse communication transmission or reception systems and other conducting media and associated equipment which may from time to time be laid in under or over any part of the Property other than Aquatrine Assets and through which the water soil effluent gas fuel oil electricity telephone telephonic signals television visual audio fax electronic mail data information communications and other services either run or may from time to time run.

Establishment: means has the meaning set out in the Particulars.

Landlord: means the Landlord as defined in the Particulars.

Officer Commanding: means the military officer commanding the Establishment from time to time or such other person as the Landlord may from time to time appoint.

Particulars: means the Particulars set out at the beginning of this agreement.

Permitted Use: means the permitted use as set out in the Particulars.

Planning Acts: means the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 the Planning and Compensation Act 1991 or any acts that supplement amend or replace these acts.

Property: means the Property as defined in the Particulars excluding any Aquatrine Assets.

Rent: has the meaning set out in the Particulars.

Rights: means the rights granted to the Tenant over the Establishment and set out in the Particulars.

Reservations: means the rights reserved to the Landlord over the Property and set out in the Particulars.

Tenant: means the Tenant as defined in the Particulars.

Title Matters: means all rights covenants easements and other third party matters affecting the Property from time to time.

Value Added Tax (VAT): means value added tax chargeable under the Value Added Tax Act 1994 or any similar replacement or additional tax.

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 together with the Rights but subject to the Reservations on the part of the Landlord.
- 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 nor that the Landlord intends to demand the Rent and that the Tenant has agreed to pay the Rent by reference to that period.

3. RENT

3.1 Payment of Rent

The Tenant shall pay the Rent and any applicable Value Added Tax in respect of it in advance and without any deduction, set off or counterclaim on the first day of every month and on the date of this agreement shall pay a proportionate part of the Rent in respect of the period from and including the date of this agreement to and including the last day of the current month.

3.2 [Refund on termination (DELETE IF APPROPRIATE)]

On termination of the Tenancy, any Rent previously paid in respect of any period falling after the date of termination must be repaid to the Tenant immediately.]

3.3 Periodic tenancy excluded

Neither the payment of any Rent, nor any demand for payment of it, nor the fact that the amount of the Rent is calculated by reference to a period, is to create, or cause the Tenancy to become, a periodic tenancy.

4. TENANT'S OBLIGATIONS

4.1 The Tenant shall not:

- (a) use the Property otherwise than for the Permitted Use;
- (b) do anything that may contravene the Planning Acts;
- (c) 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;
- (d) share occupation of the Property or any part of it;
- (e) make any alteration or addition whatsoever to the Property;
- (f) affix or permit to be affixed any telecommunications wireless or television aerial brackets masts stays or ancillary wiring on or to the Property;
- (g) carry out any development of in or on the Property which would require planning permission under the Planning Acts;

- (h) do anything on the Property that would increase the risk of fire and to take all proper precautions to the reasonable satisfaction of the Landlord for the prevention thereof;
- (i) install or use in or on the Property any electrical equipment which would be likely to overload the electric wiring or cabling or cause radio interference;
- (j) deposit any waste or other refuse removed from the Property at any place within the Establishment except such place as has first been approved for that purpose by the Landlord;
- (k) dispose of any waste oil or petrol within the Establishment;
- (l) employ nor permit anyone on the Property who the Landlord through his Officer Commanding reasonably deems a security risk or who has contravened the regulations or byelaws in force on the Establishment and **IT IS HEREBY AGREED AND DECLARED** between the parties that the Landlord through his Officer Commanding may refuse access to the Property to any employee or visitor of the Tenant who he shall reasonably deem a security risk or who has contravened the regulations from time to time in force in relation to the Establishment;
- (m) take dogs onto the Property or the Establishment;
- (n) permit guns to be taken onto the Property or the Establishment by the Tenant's employees workmen or contractors;
- (o) take or allow to be taken any photographs of or within the Establishment;
- (p) use any Conducting Media or incur utilities costs without the prior written consent of the Landlord;
- (q) put up any signs at the Property; or
- (r) cause any nuisance or annoyance to the Landlord or to any owners or occupiers of neighbouring property.

4.2 The Tenant shall keep the Property in good and tenantable repair and condition and make good any damage whatsoever it causes to the Property and any other part of the Establishment including but not limited to access roads or in the case of access roads (if the Landlord so requires) to reimburse the Landlord the cost of making good such damage.

4.3 The Tenant **shall**:

- (a) 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;
- (b) observe and comply with any byelaws, regulations or directions from time to time being in force in respect of the Establishment and to use reasonable endeavours to ensure that all persons coming onto the Property with the consent or at the invitation of the Tenant shall at all times comply with such byelaws, regulations and directions;
- (c) be responsible for all aspects of security in relation to the Property including any doors which must be secured when the Property is not occupied;

- (d) ensure that all employees, servants and contractors of the Tenant and all visitors to the Property shall at all times when visiting the Property or entering upon the Establishment carry identification cards or badges and produce them on request to the Officer Commanding or other duly authorised agents;
 - (e) furnish the Tenant's employees or other persons authorised to enter the Property with written authority issued by the Tenant to be produced on request to the Landlord;
 - (f) ensure that at all times the Landlord has written notice of the names and addresses and telephone numbers of at least one authorised keyholder of the Property; and
 - (g) effect insurance with a reputable insurance company at all times during the continuance of this agreement against any third party public and occupier's liability risks in respect of the Property on such terms as the Landlord may require and for a sum of not less than (delete as appropriate) two/five/[ten] million pounds (£2/5/10,000,000) per claim or such other reasonable sum as may be required by the Landlord
- 4.4 The Tenant shall observe and perform the Title Matters in so far as they relate to the Property.
- 4.5 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.
- 4.6 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:
 - (a) exercising any of the Reservations;
 - (b) ascertaining whether the terms of this agreement are being complied with; or
 - (c) for any other reasonable purpose connected with this agreement or the Landlord's interest in the Property.
- 4.7 The Tenant shall be responsible for all charges in connection with the supply to or removal from the Property of any Services and shall indemnify the Landlord in respect of such charges. Where no separate charge is made by the supplier of a utility in respect of the Property, the Tenant shall be responsible for and shall indemnify the Landlord in respect of a proper proportion of the relevant charge, such proportion to be determined conclusively by the Landlord.
- 4.8 The Tenant shall be responsible for and shall indemnify the Landlord in respect of a proper proportion of the non-domestic rates and water rates charged for the Property, such proportion to be determined conclusively by the Landlord.
- 4.9 The Tenant will permit the Landlord the Officer Commanding or any one nominated by them to search any vehicles containers and other property owned by the Tenant or in its custody or control or belonging to or in the custody of the Tenant's servants or agents entering or on the Establishment.
- 4.10 When the Tenant vacates the Property at the termination of the tenancy created by this agreement, it shall remove all furniture (and other items belonging to it) and shall clear all rubbish from the Property.

- 4.11 The Tenant's obligations are joint and several obligations of the persons that comprise the Tenant.

5. LANDLORD'S OBLIGATIONS

The Landlord shall allow the Tenant (and its employees and visitors) access to and egress from the Property over the common parts of the Establishment.

6. INDEMNITY

The Tenant agrees at all times to indemnify the Landlord against all losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability arising through any default in compliance with this agreement or arising from any other act or default of the Tenant its agents or invitees.

7. EXCLUSION OF WARRANTY AS TO USE

The Landlord does not imply or warrant that the Property may be used or is suitable for use for the Permitted Use authorised by this agreement or any other purpose.

8. ACKNOWLEDGEMENTS OF THE PARTIES

- 8.1 This agreement is a tenancy at will and is determinable by either party at any time.
- 8.2 The Tenant is responsible for ensuring the Property is compliant with all applicable laws including but not limited to health and safety requirements environmental law and fire safety regulations and compliant with industry standards and applicable codes of practice for the Permitted Use.
- 8.3 Nothing contained in this agreement shall be construed or be deemed to have effect so as to in any way restrict or otherwise prejudicially affect any Crown privilege or exemption enjoyed by the Landlord.
- 8.4 The Tenant shall not have or make any claim against the Crown or the Landlord in respect of any personal injury (including without prejudice to the generality of the foregoing injury resulting in death) or loss of or damage to the Property which may be suffered by the Tenant in the exercise of the Permitted Use or any rights granted by this agreement whatever the cause of such loss damage or injury may be and whether or not the same shall have been caused by any negligent act omission or default on the part of the Landlord or any officer servant or agent of the Crown.

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

Signed by
for and on behalf of **THE SECRETARY
OF STATE FOR DEFENCE**

.....
Authorised Signatory

Signed by
For and on behalf of the **TENANT**

.....
Tenant