

EG/36/11/CLE

DATED 26TH APRIL 1996

WEST SUSSEX COUNTY COUNCIL

- and -

MR S P MARSH

LICENCE

- for -

the occupation of
17 Elm Grove South
Barnham Bognor Regis
West Sussex PO22 0BJ

Terrier	
JA	10.05.96.
Ref	2815.

WEST SUSSEX RECORDS SERVICE Records Management Section
WD 2958
1996/152

WD 2958

JML/ED D/2/31A
Leg2/8MARSH
FEBRUARY 1996

T H I S A G R E E M E N T is made the 26TH day of APRIL One thousand nine hundred and ninety six B E T W E E N THE COUNTY COUNCIL OF WEST SUSSEX (hereinafter called "the Council") acting by Edward Michael Holdsworth their Secretary and duly authorised agent of the one part and STEPHEN PHILIP MARSH (hereinafter called "the Occupier") of the other part

WHEREAS the Occupier is in the employment of the Council in the capacity of Assistant Site and Premises Manager at St Philip Howard High School Barnham West Sussex and it is necessary for the proper performance of the Occupier's duties in his said employment that he should reside in the premises hereinafter mentioned which are premises maintained by the Council as residential accommodation for the person for the time being performing the said duties

NOW IT IS HEREBY AGREED as follows:

1. THE Council hereby give the Occupier permission to reside with his wife and family from the Twenty-fourth day of February One thousand nine hundred and ninety six in the dwellinghouse and premises known as 17 Elm Grove South Barnham Bognor Regis West Sussex PO22 0BJ (hereinafter called "the premises") as Assistant Site and Premises Manager to and for the proper discharge of the Occupier's duties in his said employment until the said employment shall cease or until either party hereto shall give to the other four weeks' notice in writing whichever shall be the earlier

2. THE Occupier shall pay to the Council the sum of Twenty Pounds and thirty six pence (£20.36) per week in arrear on the last day of the week in respect of the licence hereby granted and the Council shall be entitled to deduct the sum hereby reserved from any payment by way of wages which may be due to the Occupier in respect of his employment by the Council as aforesaid PROVIDED that during the period of this licence the accommodation charge shall at any time be increased or decreased as determined by the Council in consultation with the appropriate Trade Union and the said sum payable by the Occupier hereunder shall be increased or decreased accordingly and the Council shall be

entitled to deduct the said increased or decreased sum from the wages payable to the Occupier by the Council

3. THE Occupier agrees with the Council as follows:

- (a) to pay the said sum at the times and in manner aforesaid
- (b) to reside in the premises for so long as he shall continue in the said employment and promptly to quit the premises and leave the same vacant upon ceasing to be employed by the Council as aforesaid
- (c) not to do or permit or suffer anything which may be or grow to be or cause a nuisance or annoyance to the Council or to the occupiers of any adjoining or other nearby premises and not to use the premises or any part thereof for any purpose whatsoever other than for residence therein in accordance with this Agreement
- (d) to pay all existing and future rates taxes assessments and other outgoings whatsoever charged or imposed upon the premises or the owner or occupier in respect thereof
- (e) to take reasonable care of the interior of the premises including all fixtures and fittings therein and keep the same in good and clean and decorative condition reasonable wear and tear allowed and to replace all cracked and broken glass and make good all damage not attributable to reasonable wear and tear
- (f) not to make any alterations or additions or attach any fittings or fitments of any kind to any part of the premises or erect any shed building or structure in any part of the garden or surrounds without the previous consent in writing of the Council
- (g) to cultivate the garden and keep the same with all hedges fences trees shrubs bushes paths and surrounds properly weeded tended trimmed and in good order
- (h) not to purport to let any rooms and not to take in any lodger or paying guest

4. PROVIDED ALWAYS and it is hereby agreed as follows:

- (a) the Occupier will reside in the premises with his wife and family as licensee of the Council and no tenancy is intended to be created hereby
- (b) the licence to reside in the premises which is given to the Occupier by this Agreement is personal to the Occupier and is not assignable and shall terminate automatically without any notice if the Occupier shall cease himself personally to reside in the premises

AS WITNESS the hands of the parties hereto the day and year first before written

SIGNED by the said STEPHEN PHILIP

MARSH in the presence of:

) *S.P. Marsh*
)
) *EM Lode*
) Headteacher's Secretary
) c/o St Philip Howard High Sch
Elm Grove South
Barnham Bognor Regis
PO22 0EN.