

Consent and Indemnity

relating to the

**Use of immediate grounds and fallow land (the Estate)
and PSP supplied gym equipment for leisure and exercise at
Porton Science Park (PSP)
Bybrook Road, Porton Down, Wiltshire SP4 0BF**

Tenant:

Landlord: Wiltshire Council

Lease: Lease dated..... 20..... between (1) Wiltshire Council and
(2) the Tenant.

Premises:, PSP, Bybrook Road, Porton Down, Wiltshire SP4 0BF

Estate: All land defined as "the estate" in the Lease and additionally, PSP supplied gym
equipment.

WHEREAS:

- A. The Tenant occupies the Premises under the Lease.
- B. The Tenant wishes to allow its employees to use the Estate for leisure activities - for example a running club and/or PSP supplied gym equipment during lunch breaks.
- C. The Landlord has no objection in principle to the Tenant's request.

THE LANDLORD AND TENANT HEREBY AGREE THAT:

- 1. The Landlord gives no warranty or guarantee that the Estate or PSP supplied gym equipment is suitable for the proposed use.
- 2. The Tenant shall be responsible for its own employees during any periods in which the Estate and/or PSP supplied gym equipment is used by the latter pursuant to this consent and the Tenant shall indemnify the Landlord against all liabilities, injury, costs, expenses, damages and losses and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) arising out of or in connection with:
 - (a) the subject matter of this consent;
 - (b) any breach or negligent performance of this consent;
 - (c) any enforcement of this consent; or
 - (d) any claim made against the Landlord for actual or alleged injury, or by a third party for death, personal injury or damage to property arising out of or in connection with this consent.
- 3. Nothing in this consent shall restrict or limit the Landlord's general obligation at law to mitigate any loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity.

4. This indemnity shall apply whether or not the Landlord has been negligent or is at fault provided that nothing in this consent shall limit or exclude the Council's liability for:
 - (a) death or personal injury caused by negligence on the part of the Council its employees or agents; or
 - (b) any matter in respect of which it would be unlawful for the Council to exclude or restrict liability.
5. The Tenant shall ensure that any activities authorised by this consent shall not obstruct reasonable use of the Estate by the Landlord or any tenant of the building or any employee, agent, contractor or visitor of any of them, nor cause any nuisance, inconvenience or annoyance to any person lawfully using the Estate or PSP supplied gym equipment in the building.
6. The Tenant shall comply with all regulations notified to the tenant (whether in writing or by the Landlord's manager) from time to time regarding use of the Estate and PSP supplied gym equipment for the purposes authorised by this consent.
7. This consent is separate from and does not constitute a variation of the Lease and may be revoked in writing at any time.
8. This consent is personal to the Tenant and may not be used by any other person and is not assignable.

Signed:
on behalf of the Landlord

Name:

Position:

Date:

Signed:
on behalf of the Tenant

Name:

Position:

Date:

The cost(s) for the repair (or replacement) of any damage caused to PSP supplied gym equipment will be recharged to the respective tenant's staff responsible.