

**Agenda Item
24.31**

Report to	Findon Parish Council
Meeting Date	18 March 2024
From	Fiona MacLeod
Title of Report	Garage Rental and Storage Agreement between Findon Parish Council (FPC) and Cissbury Estate (CE)
Purpose of Report	To review existing Agreement

1. Background

1.1 FPC purchased a replacement self-propelled mower to mow the village green spaces and verges in 2019, and the mower required suitable storage. Following discussion with the CE, an revised Agreement was drawn up and agreed in March 2019. This is attached as Appendix 1 to the report.

1.2 This Agreement now needs to be reviewed to take into account the life expectancy of the mower. The mower still appears to be in good working order and has recently undergone a full and thorough service. At the time of writing this report, I am waiting for guidance from A C Gardens (Sussex) Ltd.

2. For consideration by full Council

2.1 .Councillors are asked to approve renewing the mutually beneficial Agreement for the lifetime of the current mower, with the agreement of Cissbury Estate.

2.2 An updated Agreement would be signed by FPC and CE.

Appendix 1

Date: 25th February 2019

Parties: Findon Parish Council (FPC) (owner of mower) and H G R Wyatt t/a Cissbury Estate (CE)

Garage Rental and Storage Agreement between FPC and CE

In February 2019 FPC purchased a replacement self-propelled mower to mow the village greens and verges, which for the purpose of this Agreement, requires medium to long term storage.

CE has agreed to allow FPC to store the mower in the left hand corner garage of the building, known as The Granary at Cissbury under the following terms:

1. The 'mower garage' will be secured at FPC expense, with a spare set of keys held by CE.
2. The period of this Agreement will be ongoing, with notice required by either party of a minimum of 28 days' notice from the 1st March 2019, however both parties may review the terms of the agreement at any time, if significant matters come to light that affect the general spirit of the agreement.
3. The garage, diesel use of the compressor and any use of electricity will be provided by CE in exchange for use of the mower by CE staff.
4. Both parties agree to split the regular maintenance costs 50/50, FPC to send an invoice to Cissbury Enterprises Ltd as maintenance costs arise. Repair of any damage caused by the FPC contractor or CE staff will be paid by FPC or CE respectively.
5. CE will be responsible for the insurance of the garage.
6. FPC will be responsible for the insurance of the machine, public liability insurance and road tax.

Signed by:

Signed by:

Dated:

Dated:

On behalf of Findon Parish Council

Cissbury Estate