

DATED 31 March 2021

SWINDON BOROUGH COUNCIL
AND
ST ANDREWS PARISH COUNCIL

LICENCE TO OCCUPY

part of

WATERSIDE PARK
DARBY CLOSE
CHENEY MANOR INDUSTRIAL ESTATE
SWINDON SN2 2PN

THIS LICENCE is dated 31 March 2021

PARTIES

- (1) **SWINDON BOROUGH COUNCIL** of Civic Offices, Euclid Street, Swindon SN1 2JH (“the Borough Council”)
- (2) **ST ANDREWS PARISH COUNCIL** of Redhouse Community Centre, Frankel Avenue, Swindon SN25 2GY (“the Parish Council”)

AGREED TERMS

1 DEFINITIONS

The following definitions apply to this Licence:

Building:	All that land and buildings known as Waterside Park, Darby Close, Cheney Manor Industrial Estate Swindon SN2 2PN or such reduced or extended area as the Borough Council may from time to time designate as comprising the Building;
Common Parts:	All parts of the Building provided for the common use of more than one of the tenants or occupiers of the Building and their visitors including without limitation any of the following which fall within this definition: storage areas, parking areas, vehicular accesses, pedestrian accesses, vehicle wash, refuelling areas, meeting rooms, kitchens, toilets, reception areas, passages, stairways, lifts landscaped areas, fire escapes, refuse collection, refuse disposal areas;
Licence Period:	The period from 1 April 2021 until the date on which this Licence is terminated in accordance with clause 12 whichever if the earliest;
Occupation Fee:	The fee payable by the Parish Council to the Borough Council set out in Schedule 1 to this Licence;
Opening Hours:	The opening hours that the Borough Council dictates from time to time.
Permitted Sub-contractors:	Permitted sub-contractors to whom the Parish Council may sub-contract any of the services pursuant to the Deed;
Permitted Use:	The delivery of services pursuant to the Deed;
Premises:	Parts of the Building designated from time to time for the shared use by the Parish Council to include areas detailed in Schedule 2;

Service Charge Fees:	The charges payable by the Parish Council to the Borough Council set out in Schedule 3 to this Licence;
The Deed:	The agreement relating to the provision of services dated 26 April 2017 entered into between the Borough Council and the Parish Council.

2 OCCUPATION BY THE PARISH COUNCIL

- 2.1 The Borough Council permits the Parish Council to occupy the Premises during the Licence Period for the Permitted Use during the Opening Hours only.
- 2.2 The Borough Council permits Permitted Sub-contractors to occupy the Premises during the Licence Period for the Permitted Use provided that the Parish Council gives the Borough Council written notice immediately upon such occupation beginning and ending respectively.
- 2.3 The Parish Council acknowledges that:
- 2.3.1 the Parish Council and any Permitted Sub-contractors shall occupy the Premises as a bare licensee and that no relationship of landlord and tenant is created by this agreement;
- 2.3.2 the Borough Council retains control, possession and management of the Premises and neither the Parish Council nor any Permitted Sub-contractors have any right to exclude the Borough Council from the Premises;
- 2.3.3 the licence to occupy granted by this agreement is personal to the Parish Council and the Permitted Sub-contractors (as the case may be) and is not assignable and the rights given in clause 10 may only be exercised by the Parish Council, any Permitted Sub-contractors and their employees but not further or otherwise.

3 OCCUPATION AND SERVICE CHARGE FEES

- 3.1 The Parish Council will pay to the Borough Council the Occupation Fee commencing from 1 April 2021 payable annually in advance and proportionately for any period of less than a year (whether or not demanded).
- 3.2 The Parish Council will pay to the Borough Council the Services Charge Fees without any deduction monthly in arrears on demand

4 OUTGOINGS

- 4.1 The Borough Council shall pay all charges in respect of water, electricity, and gas and other services used or consumed at the Premises.
- 4.2 The Borough Council shall ensure the Premises are supplied by the services referred to in clause 4.1 if and to the extent required for the Permitted Use.
- 4.3 The Borough Council shall be responsible for the payment of business rates payable in respect of the Premises.

4.4 The Borough Council will undertake all janitorial duties including cleaning to their standard specification

4.5 The Parish Council shall pay all charges in respect of its information and communications networks including all commissioning of services, maintenance, repairs and replacement of the same. For the clarification this includes but is not limited to all computers, mobile and desk telephones and printers.

5 REPAIRS

5.1 The Borough Council will keep the Premises and any Common Parts used by the Parish Council and all structural parts of the Building in reasonable repair and condition.

6 INSURANCE

6.1 The Borough Council will insure the Premises and the Building for the full reinstatement cost for the duration of this Licence.

6.2 The Parish Council will hold public liability insurance for a minimum of £5M against any single claim along with vehicle insurance cover for any vehicles stored at the Premises and employee insurance for all employees who access the Premises for the duration of the Licence Period and shall provide copies of the same to the Borough Council on request.

7 ALTERATIONS

7.1 The Parish Council will not carry out any alterations to the Premises during the Licence Period.

8 USE OF THE PREMISES

The Parish Council agrees and undertakes:

8.1 Not to use the Premises other than for the Permitted Use;

8.2 To comply with the reasonable rules and regulations of the Borough Council in respect of its use of the Premises and the Common Parts;

8.3 To ensure that all staff employed by the Parish Council and accessing the Premises wear Parish Council branded and appropriate/relevant PPE (this to include the wearing of high visibility jackets and safety footwear at all times);

8.4 To ensure that all vehicles owned and used by the Parish Council and parked on the Premises are Parish Council branded;

8.5 To provide the Borough Council with keys to any locked storage containers;

8.6 To provide to the Borough Council all staff car registration numbers as well as the make/model of the vehicle and the staff contact details prior to any parking by staff being undertaken at the Premises;

8.7 To comply with all covenants, restrictions, stipulations and other title matters affecting the Borough Council's interest in the Premises and the Common Parts:

8.8 To keep the Premises clean, tidy and clear of rubbish;

- 8.9 Not to obstruct the Common Parts, make them dirty or untidy or leave any rubbish on them;
- 8.10 Not to display any signage, aerial, mast or advertisement at the Premises or elsewhere in the Building other than those agreed with the Borough Council from time to time;
- 8.11 Not to do or permit to be done on the Premises or Common Parts anything which is illegal or which may become a nuisance, annoyance, inconvenience or disturbance to the Borough Council or any tenants or occupiers of the Building or neighbouring property;
- 8.12 Not to apply for planning permission in respect of the Premises;
- 8.13 To comply with all laws affecting the Premises and the Building and to comply with any recommendations of the relevant suppliers relating to the supply of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the Premises; and
- 8.14 At the end of the Licence Period:
- 8.14.1 To leave the Premises in a clean and tidy condition and otherwise to yield up to the Borough Council the Premises in such repair and condition as complies with the Parish Council's obligations under this Licence;
- 8.14.2 To remove the Parish Council's vehicles, furniture, equipment and goods from the Premises;
- 8.14.3 To ensure all keys and access fobs, if any, for the Premises and the Building are returned to the Borough Council.

9 STATUTORY REQUIREMENTS

The Parish Council will observe and perform all requirements of all statutes, building regulations or bye-laws in respect of the Premises and the Building or in respect of its use and will not do anything that will or might constitute a breach of any permissions or consents affecting the Premises and the Building.

10 USE OF SHARED FACILITIES

The Borough Council will make available to the Parish Council such Common Parts as are reasonably necessary to enable the Parish Council to gain access to and egress from the Premises and otherwise carry out its obligations pursuant to the Deed.

11 CAR PARKING

The Parish Council is entitled to use the shared parking areas at the Building on the terms and conditions that the Borough Council dictates from time to time.

12 TERMINATION

This Licence will terminate on 31 March 2024 or earlier should the Parish Council give the Borough Council no less than 8 weeks written notice of its intention to vacate the Premises.

13 RELOCATION

13.1 The Borough Council may (subject to any consultation obligations on either party concerning changes which may affect service users) require the Parish Council on reasonable notice to relocate to suitable alternative accommodation elsewhere within the Building (which is no less commodious or convenient for use by the Parish Council taking into consideration the services to be provided by the Parish Council pursuant to the Deed).

Signed on behalf of the Borough Council by:



Kathy Sherratt, Head of Property Management

Signed on behalf of the Parish Council by:



.....

SCHEDULE 1

Occupation Fee

The Occupation Fee shall be payable annually in advance for the following sums:

From 1 April 2021 to 31 March 2022 the sum of £3,300 (three thousand and three hundred pounds)

From 1 April 2022 to 31 March 2023 the sum of £6,600 (six thousand and six hundred pounds)

From 1 April 2023 to 31 March 2024 the sum of £10,000 (ten thousand pounds)

SCHEDULE 2

Premises Areas

1. Depot Accommodation

Approx. space 200sqm within the Grounds Shed for the storage of up to 2 x shipping containers for small hand tools, oils and sundries along with parking for 2 x ride on mowers and 1 x tractor with the ability to secure any part of this area with fencing (subject to this not restricting any necessary safe fire escape routes or other health and safety compliance requirements).

2. Outdoor Accommodation

Parking space for vehicles and staff:

- 4 x 3.5t vehicles
- 1 x transit
- 5 x private vehicles (staff)

3. Indoor Accommodation

Staff welfare facilities and office/desk space within Building F.

SCHEDULE 3

Service Charge Fees

The Service Charge Fees shall be the amount equal to the cost to the Borough Council plus an additional management charge of 10% of providing to the Parish Council the following services payable monthly in arrears:

Provision of vehicle washing

Vehicle fueling

Any other services available and provided by agreement between the parties