

Full name: Licence to occupy building on short term basis.

DATED

27th March 2023

LICENCE TO OCCUPY ON SHORT TERM BASIS

Relating to Edgar Hall, Anstey Park

Between

Alton Town Council

and

Dementia Friendly Alton and Alton Mens Shed

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THIS LICENCE is dated 27th March 2023

PARTIES

- (1) Alton Town Council of Town Hall, Market Square, Alton GU34 1HD (**Licensor**).
- (2) ALTON MENS SHED All Saints Parish Hall Car Park, Queens Road, Alton, GU34 1HU (**Licensee**)
- (3) DEMENTIA FRIENDLY ALTON c/o Alton Community Centre, Amery Street, Alton, GU34 1HN (**Licensee**).

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this licence.

1.1 Definitions:

Building: The building known as Edgar Hall, Anstey Park Alton. GU34 2NB and shown edged red on the Plan or such reduced or extended area as the Licensor may from time to time designate as comprising the Building.

Common Parts: such roads, paths and other means of access in or upon the Building the use of which is necessary for obtaining access to and egress from the Property as designated from time to time by the Licensor.

Condition: The condition of the building will be subject to full survey in advance of the commencement of the Licence.

Designated Hours: 8am – 6pm Mondays to Sunday or such other hours as the Licensor in its absolute discretion may determine on 4 weeks' notice to the Licensee.

Licence Fee: the amount £1.00

Licence Fee Commencement Date: 1st April 2023

Licence Period: the period from and including 1st April 2023 until the date on which this licence is determined in accordance with clause 4.

Necessary Consents: all planning permissions and all other consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any Competent Authority for the Permitted Use.

Parking: The parking spaces for use by the Licensees at Edgar Hall, Anstey Park, Alton GU34 2NB shown edged blue on the Plan

Permitted Use: As determined within Use Class E of the Town and Country Planning (Use Classes) Order 1987 as at the date this licence is granted.

Plan: the plan attached to this licence marked "Plan".

Service Media: all media for the supply or removal of heat, electricity, gas, water, sewage, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

VAT: value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this licence.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedule forms part of this licence and shall have effect as if set out in full in the body of this licence. Any reference to this licence includes the Schedule.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.8 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.
- 1.9 A reference to **writing** or **written** includes e-mail.
- 1.10 Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.11 References to clauses and Schedules are to the clauses and Schedules of this licence and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.12 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.13 Unless expressly provided otherwise, the obligations and liabilities of the Licensor **OR** the Licensee under this licence are joint and several.

2. LICENCE TO OCCUPY

2.1 Subject to clause 3 and clause 4, the Licensors permits the Licensee to occupy the Building for the Permitted Use for the Licence Period.

2.2 The Licensee acknowledges that:

- (a) the Licensees shall occupy the Building as a licensee and that no relationship of landlord and tenant is created between the Licensors and the Licensee by this licence;
- (b) the Licensors retains control and possession of the Building and the Licensee has no right to exclude the Licensors from the Building;
- (c) the licence to occupy granted by this agreement is personal to the Licensees and is not assignable and the rights given in clause 2 may only be exercised by the Licensee and its employees; and
- (d) the Licensees are responsible for all day to day and structural maintenance and repairs. A condition survey has undertaken to demonstrate the condition of the Building in advance of the commencement of the licence. A schedule for anticipated works during the licence period will be agreed between the parties.
- (e) the Licensees will provide cleaning services for the Building on a weekly basis.
- (f) the Licensors will not pay any maintenance costs or repairs to the Building, its fixtures, fittings and content arising or as a result of negligence or misuse of the Building by the Licensees or their employees.

3. LICENSEES OBLIGATIONS

The Licensees agrees and undertakes:

- (a) to pay to the Licensors the Licence Fee due without any deduction on the 1st April 2023
- (b) to pay to the Licensors for all utilities, to be recharged monthly, for water, electricity and gas and will provide the Licensors with weekly meter readings where appropriate.
- (c) to pay directly to the provider for the costs relating to the installation of telecommunications equipment including telephone and internet. The Licensors will not be liable for any costs arising from these services.
- (d) to pay to the business rates for the building, where levied.
- (e) to keep the Building clean, tidy and clear of rubbish;
- (f) not to use the Building other than for the Permitted Use;
- (g) not to make any alteration or addition whatsoever to the Building without written consent from the Licensors, which will not be unreasonably withheld.

- (h) not to display any advertisement, signboards, nameplate, inscription, flag, banner, placard, poster, signs or notices at the Building without the prior written consent of the Licensor, such consent not to be unreasonably withheld or delayed;
- (i) not to do or permit to be done in the Building anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Licensor or to tenants or occupiers of the Building or any owner or occupier of neighbouring property;
- (j) not to cause or permit to be caused any damage to:
 - (i) the Building or any neighbouring property; or
 - (ii) any property of the owners or occupiers of the Building or any neighbouring property;
- (k) not to obstruct the Common Parts, make them dirty or untidy or leave any rubbish on them;
- (l) not to apply for any planning permission or Listed building Consent in respect of the Building without prior permission of the Licensor.
- (m) not to do anything that will or might constitute a breach of any Necessary Consents affecting the Building or which will or might vitiate in whole or in part any insurance effected by the Licensor in respect of the Building from time to time;
- (n) not to leave any cash on the premises overnight.
- (o) to observe any reasonable rules and regulations the Licensor makes and notifies to the Licensees from time to time governing the Licensees use of the Building and the Common Parts;
- (p) to leave the Building in a clean and tidy condition and to remove the Licensees furniture equipment and goods from the Building at the end of the Licence Period;
- (q) not to install any security equipment required for the protection of their contents, without the prior written consent of the Licensor, which will not be unreasonably withheld or delayed.
- (r) to indemnify the Licensor and keep the Licensor indemnified through the provision of adequate insurances against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from:
 - (i) this licence;
 - (ii) any breach of the Licensees undertakings contained in clause 3; and/or
 - (iii) the exercise of any rights given in clause 2;

4. TERMINATION

4.1 This licence shall end on the earliest of:

- (a) the expiry of any notice given by the Licensor to the Licensee at any time of breach of any of the Licensees obligations contained in clause 3; or
- (b) the expiry of not less than 1 weeks' notice given by the Licensor to the Licensee or by the Licensees to the Licensor in the event that a Lease for the Building is agreed and duly executed.
- (c) 30th September 2023

4.2 Termination of this licence shall not affect the rights of either party in connection with any breach of any obligation under this licence which existed at or before the date of termination.

5. NOTICES

5.1 Any notice or other communication given under this licence shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or other next working day delivery service to the relevant party as follows:

- (a) to the Licensor at: Alton Town Council, Market Square, Alton, GU34 1HD and marked for the attention of the Town Clerk; and
 - (b) to the Licensees at: Edgar Hall, Anstey Park, Alton, GU34 2NB and marked for attention of Edgar Hall Facilities Committee;
- or as otherwise specified by the relevant party by notice in writing to each other party.

5.2 Any notice or other communication given in accordance with clause 5.1 will be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice or other communication is left at the proper address; or
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting.

5.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

6. COSTS

Each party will pay their own costs in relation to the completion of this agreement.

7. THIRD PARTY RIGHTS

A person who is not a party to this licence shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this licence.

8. GOVERNING LAW

This licence and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

9. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this licence or its subject matter or formation (including non-contractual disputes or claims).

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

SCHEDULE

Rights granted to Licensees

1. The right for the Licensee to use the Building during the term at the stated times:
 - 1.1 Such parts of the Common Parts and Site for the purpose of access to and egress from the Building as shall from time to time be designated by the Licensor for such purpose.
 - 1.2 The Services serving the Property, including water and electricity but excluding use of the telecommunications which the Licensees will provide for their own use.

Signed by Leah Coney
for and on behalf of Alton Town
Council


.....
Town Clerk

Signed by


.....
KAREN MURRELL

.....
for and on behalf of Dementia Friendly Alton

Signed by


.....
GORDON ANDERSON

for and on behalf of Alton Mens Shed