

This **licence** is dated [DATE]

PARTIES

(1)

The Sheffield City Council acting as charity trustee of the Graves Park of the Town Hall, Sheffield S1 2HH ("the Licensor")

(2)

The Sheffield City Council of the Town Hall, Sheffield S1 2HH ("the Licensee")

Agreed terms

1. Interpretation

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

1.1

Definitions:

The Land: that part of Graves Park known as Norton Nurseries, Graves Park, Sheffield 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 Land

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

Competent Authority: any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorised officers.

Designated Hours: [Seven] days per week or such other number of days as the Licensor in its absolute discretion may determine on [seven] days' notice to the Licensee.

[Insolvency Event: any one or more of the following:

- a. the Licensee suspending, or threatening to suspend, payment of its debts or being or becoming unable to pay its debts as they fall due or admitting inability to pay its debts or (being a company) being deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (IA 1986) as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986
- b. the Licensee, or any person on its behalf, proposing or taking any step with a view to proposing a voluntary arrangement, scheme of arrangement, restructuring plan or any other compromise or arrangement with the Licensee's creditors or any class of them;
- c. the making of an application for an administration order or the making of an administration order in relation to the Licensee;
- d. the giving of any notice of intention to appoint an administrator, or the filing at court of any notice of appointment of, or notice of intention to appoint, an administrator in relation to the Licensee;

- e. the appointment of a receiver or manager or an administrative receiver in relation to any **property** or income of the Licensee;
- f. the commencement of a voluntary winding-up in respect of the Licensee, except a voluntary winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies;
- g. the presentation of a petition for a winding-up order or the making of a winding-up order in respect of the Licensee;
- h. the striking-off of the Licensee from the Register of Companies or the making of an application for the Licensee to be struck-off;
- i. the Licensee otherwise ceasing to exist (or, if a natural person, dying);
- j. the making of an application for a bankruptcy order, the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Licensee;
- k. the making of an application to court for, or obtaining, a moratorium under Part A1 of the Insolvency Act 1986 in relation to the Licensee.]

Licence Fee Commencement Date: [DATE].

Licence Period: the period from and including the date of this agreement 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.

Permitted Use: for the storage and maintenance of plant and machinery used in the Licensee's day to day maintenance of the various parks, recreation grounds and green spaces across the city of Sheffield. Such Permitted Use to include for the avoidance of doubt the day to day maintenance of the Licensor's charitable assets.

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

Property: the land and buildings shown hatched blue on the Plan which shall include all fixtures and fittings and plant and machinery thereon

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

VAT: value added tax [or any equivalent tax] chargeable in the UK.

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

Unless expressly provided otherwise in this agreement, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.

1.8

Unless expressly provided otherwise in this agreement, a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.

1.9

A reference to **writing** or **written** excludes fax but does include 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 reasonable 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

A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England or Wales.

2.Licence to occupy

2.1

Subject to [Clause 3](#) and [Clause 4](#), the Licensor permits the Licensee to **occupy** the **Property** for the Permitted Use for the **Licence** Period in common with the Licensor and all others authorised by the Licensor so far as is consistent with the rights

given to the Licensee to use the **Property** for the Permitted Use together with the right[s] mentioned in the [Schedule 1](#).

2.2

The Licensee acknowledges that:

(a) the Licensee shall **occupy** the **Property** as a licensee and that no relationship of landlord and tenant is created between the Licensor and the Licensee by this **licence**;

(b) the Licensor retains control, possession and management of the **Property** and the Licensee has no right to exclude the Licensor from the **Property**;

(c) the **licence** to **occupy** granted by this agreement is personal to the Licensee and is not assignable and the rights given in [Clause 2](#) may only be exercised by the Licensee and its employees; **3.Licensee's obligations**

The Licensee agrees and undertakes:

(a) subject to clauses 3(iii) to 3 (iv) to pay:

(i)

to the Licensor the **Licence** Fee payable without any deduction in advance on the first day of each month and proportionately for any period of less than a month the first such payment being for the period from and including the **Licence** Fee Commencement Date to the end of the month following such date to be made on [DATE] together with such VAT as may be chargeable on the **Licence** Fee; and

(ii)

to the relevant suppliers all costs in connection with the supply and removal of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the **Property**;

(iii) without prejudice to the Licensee's obligations under clauses 3(i) and 3(ii) where any costs are incurred by the Licensee in respect of work done under the Permitted Use to the Licensor's charitable land the costs incurred by the Licensee shall be a debt due from the Licensor to the Licensee and payable on demand and in any event within 21 days of receipt of any bill issued pursuant to this clause.

(iv) Where any of the costs referred to in clause 3(iii) are billed to the Licensor by the Licensee the Licensee must :

- (A) apportion those costs fairly based on the Licensor's actual usage of that supply : and
- (B) with any demand by the Licensee referred to in clause 3(iii) supply a written explanation of how those costs were calculated

(b) to keep the **Property** clean, tidy and clear of rubbish;

(c) not to use the **Property** other than for the Permitted Use;

(d) not to make any alteration or addition whatsoever to the **Property** without the consent of the Licensor such consent not to be unreasonably withheld or delayed;

(e) not to display any advertisement, signboards, nameplate, inscription, flag, banner, placard, poster, signs or notices at the **Property** without the prior written consent of the Licensor such consent not to be unreasonably withheld or delayed;

(f) not to do or permit to be done on the **Property** anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Licensor or any owner or occupier of neighbouring **property**;

(g) not to cause or permit to be caused any damage to:

(h) the **Property**, or any neighbouring **property**; or

(i) not to obstruct the Common Parts, make them dirty or untidy or leave any rubbish on them;

(j) not to apply for any planning permission in respect of the **Property**;

(k) not to do anything that will or might constitute a breach of any Necessary Consents affecting the **Property** or which will or might vitiate in whole or in part any insurance effected by the Licensor in respect of the **Property** from time to time;

(l) to comply with all laws and with any recommendations of the relevant suppliers relating to the supply and removal of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the **Property**;

(m) to observe any reasonable rules and regulations the Licensor makes and notifies to the Licensee from time to time governing the Licensee's use of the **Property** and the Common Parts;

(n) to leave the **Property** in a clean and tidy condition and to remove the Licensee's furniture equipment and goods from the **Property** at the end of the **Licence** Period;

(o) to indemnify the Licensor and keep the Licensor indemnified 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 Licensee's undertakings contained in [Clause 3](#); and/or

(iii)

the exercise of any rights given in [Clause 2](#);

(p) To have in place suitable insurance during the continuance of this Licence in a sufficient

sum against all liabilities actions proceedings costs claims demands and

expenses whatever in respect of personal injury to or the death of any person

and any injury or damage to any property real or personal however arising out of or

in the course of or as a result of the execution of the Permitted Use, and to supply to the Licensor on demand with copies of the policy or policies in relation to such insurance and evidence that the same is in force.

(q) to pay to the Licensor interest on the **Licence** Fee or other payments at the rate of [PERCENTAGE] per cent per annum above the **base** rate of [NAME OF BANK] from time to time calculated on a daily **basis** from the due date until payment if the Licensee shall fail to pay the **Licence** Fee or any other payments due under this **licence** within 14 days of the due date (whether formally demanded or not).

4. Termination

4.1

This **licence** shall end on the earliest of:

(a) [DATE ON WHICH **LICENCE** TO END];

(b) the expiry of not less than three months' notice given by the Licensor to the Licensee on breach of any of the Licensee's obligations contained in [Clause 3](#) or

(c)

the expiry of not less than six months' notice given by the Licensor to the Licensee or by the Licensee to the Licensor or

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 given to a party under or in connection with this **licence** shall be in writing and must be given by hand or by pre-paid first-class post or other next working day delivery service at its principal place of business.

5.2

If a notice complies with the criteria in [Clause 5.1](#), it shall be deemed to have been received:

(a) if delivered by hand, at the time the notice 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.

5.4

A notice given under this **licence** is not valid if sent by e-mail or fax.

6.Costs

On completion of this **Licence**, the Licensee shall pay to the Licensor on a full indemnity **basis** all costs, fees, charges and expenses and disbursements of the Licensor and their professional advisors incurred in relation to the negotiation and completion of this **licence**, plus an amount equivalent to VAT on them except to the extent that the Licensor is able to recover that VAT.

7.No warranties for use or condition

7.1

The Licensor gives no warranty that the **Property** possesses the Necessary Consents for the Permitted Use.

7.2

The Licensor gives no warranty that the **Property** is physically fit for the purposes specified in [Clause 2](#).

7.3

The Licensee acknowledges that it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that may have been made by or on behalf of the Licensor before the date of this **licence** as to any of the matters mentioned in [Clause 7.1](#) or [Clause 7.2](#).

7.4

Nothing in this clause shall limit or exclude any liability for fraud.

8.Limitation of Licensor's liability

8.1

Subject to [Clause 8.2](#), the Licensor is not liable for:

(a) the death of, or injury to the Licensee, its employees, customers or invitees to the **Property**; or

(b) damage to any **property** of the Licensee or that of the Licensee's employees, customers or other invitees to the **Property**; or

(c) any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by Licensee or the Licensee's employees, customers or other invitees to the **Property** in the exercise or purported exercise of the rights granted by [Clause 2](#).

8.2

Nothing in [Clause 8.1](#) shall limit or exclude the Licensor's liability for:

(a) death or personal injury or damage to **property** caused by negligence on the part of the Licensor or its employees or agents; or

(b) any matter in respect of which it would be unlawful for the Licensor to exclude or restrict liability.

9. Third party rights

This **licence** does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any **term** of this **licence**.

10. Governing law

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

11. Jurisdiction

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

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

The SCHEDULE

Rights granted to Licensee

Note: The Schedule: Rights granted

1.

The right for the Licensee to use during the Designated Hours:

1.1

Such parts of the Common Parts for the purpose of access to and egress from the **Property** as shall from time to time be designated by the Licensor for such purpose.

1.2

The Service Media serving the **Property**.

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