



LICENCE AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 2015

1. PARTICULARS

1.1

the LICENSOR DEPARTMENT OF FINANCE AND PERSONNEL c/o Properties Division, Estate Management Unit, Second Floor, Northland House 3-5A Frederick Street Belfast BT1 2NR

1.2

the LICENSEE CAUSEWAY COAST AND GLENS BOROUGH COUNCIL of Cloonavin 66 Portstewart Road Coleraine BT52 1EY

1.3

the PREMISES ALL THOSE portions of ground and first floor Coleraine County Hall equating to [1000 metres squared NIA] shown on the map attached hereto TOGETHER with a right of access to and from the Premises in over and through all doors passages stairs lifts entrances and reception areas in other parts of the Building

**Commented [JB1]:** NIA to be confirmed by Council – additional storage of 125 sq metres has been requested on ground floor of Tower Block to be agreed

1.4

the LICENCE PERIOD a period of 2 years from and including the first day of April 2015 up to and including 31st March 2017

1.5

LICENCE FEE

For the period 1st April 2015 to 31st March 2016 the annual sum of £45,172.36 such fee to be increased for the period 1st April 2016 to 31st March 2017 in line with the regional and district rate of Causeway Coast and Glens Borough Council

1.6

PAYMENT DATES

means for the period 1st April 2015 to 31st March 2016 the payment date of 1st May 2015 and 1 April in every year of the Licence Period thereafter

1.7

PERMITTED USE

As offices for a maximum number of 36.5 FTE or equivalent WTE

**Commented [JB2]:** Total number of staff to be confirmed by Council

1.8

FACILITIES AND SERVICES

means the facilities and services listed in the First Schedule but excluding those facilities and services listed in the Second Schedule

## 2. DEFINITIONS AND INTERPRETATION

2.1 For all purposes of this agreement the terms defined in clause 1 and in this clause have the meanings specified

2.2 “the Licence” means the Licence granted by this agreement

2.3 “the Building” means Coleraine County Hall

2.4 Words importing one gender shall be construed as importing any other gender

2.5 Words importing the singular shall be construed as importing the plural and vice versa

2.6 Where the Licensor or the Licensee comprises more than one person the obligations and liabilities of that party under this agreement shall be joint and several obligations and liabilities of those persons

2.7 The clause headings do not form part of this agreement and shall not be taken into account in its construction or interpretation

3. **LICENCE**

In consideration of the Licence Fee and of the covenants and conditions to be observed and performed on the part of the Licensee hereinafter contained the Licensor hereby grants to the Licensee the right to use the Premises (together with the Facilities and Services) for the Permitted Use for the Licence Period

4. **LICENCE FEE**

4.1 The Licensee shall pay the Licence Fee in advance without deduction on the Payment Dates

4.2 Neither the payment of nor any demand for any Licence Fee nor the fact that the amount of the Licence Fee is calculated by reference to a period shall create or cause the Licence to become a tenancy

5. **COSTS AND EXPENSES INCLUDING FACILITIES AND SERVICES**

5.1 The Licence Fee includes the portion of all costs and expenses payable by the Licensor in respect of the Premises for:

5.1.1 the provision of the Facilities and Services

- 5.1.2 all rates payable in respect of the Premises during the currency of the Licence
- 5.1.3 the repair maintenance and cleaning of all pipes sewers drains cables and conduits the use of which is common to the Premises and other parts of the Building
- 5.1.4 the repair, maintenance and cleaning of the exterior of the Building (excluding the exterior cleaning of the Building) and any external parts thereof
- 5.1.5 the maintenance of the grounds surrounding the Building

## 6. THE LICENSEE'S OBLIGATIONS

The Licensee agrees with the Licensor

### 6.1 LICENCE FEE

To pay the Licence Fee in accordance with clause 4.1

### 6.2 OUTGOINGS

To pay and to indemnify the Licensor against:-

- 6.2.1 all taxes assessments duties charges impositions and outgoings of an annual or other periodically recurring nature payable save for rates in respect of the Premises during the currency of the Licence;
- 6.2.2 VAT (or any tax of a similar nature that may be substituted for it or levied in addition to it) chargeable in respect of any payment made by the

Licensee under the terms of or in connection with this Licence or in respect of any payment made by the Licensor

### 6.3 REPAIR ETC

To keep and maintain the interior of the Premises and each and every part thereof in a clean wholesome and tidy condition and free from any offensive or noisome matter or thing whatsoever

### 6.4 PROHIBITIONS

Not:

- 6.4.1 to use the Premises or any part thereof otherwise than for the Permitted Use
- 6.4.2 to cause any nuisance or annoyance to the Licensor or to any adjoining owners or occupiers
- 6.4.3 to assign charge part with the possession of or otherwise dispose of the Premises or any part of the Premises
- 6.4.4 to permit the Premises or any part of the Premises to be occupied by any person other than the Licensee and the Licensee's employees
- 6.4.5 to do any act matter or thing which would or might constitute a breach of any statutory requirement affecting the Premises
- 6.4.6 to deposit or permit to be deposited on the Premises or any part thereof any litter
- 6.4.7 to make any alterations to or carry out any works upon the Premises without the prior consent in writing of the Licensor
- 6.4.8 to overload the floors, ceilings or structure of the Building
- 6.4.9 to overload or permit any deleterious, dangerous or harmful matter or substance or which may cause an obstruction or damage to be discharged

into the conduits within and surrounding the Building or serving the Premises and in the event of such obstruction or damage to immediately pay the Licensor the full cost incurred by the Licensor in removing and making good the damage caused

6.4.10 to place on or within the common parts of the Building any goods or other times or cause any obstruction of the common parts

#### 6.5 INDEMNITY

To keep the Licensor fully indemnified from and against all actions, proceedings, claims, demands, losses, costs, expenses, damages and liability arising directly or indirectly from:

6.5.1 breach by the Licensee of any of the provisions of this Licence or

6.5.2 the use of the Building, Premises, Facilities and Services during the Licence Period or

6.5.3 any act, neglect or default by the Licensee or any person on the Premises with its actual or implied authority

#### 7. **YIELDING UP BY LICENSEE**

7.1 On the determination of this Licence quietly to yield up unto the Licensor or its successors and assigns the Premises in such condition as shall be in accordance with the obligations on the part of the Licensee herein contained together with all additions and improvements made thereto and in a clean and tidy condition or if the Licensor has authorised alterations to the Premises then unless the Licensor notifies the Licensee in writing to the contrary prior to 31st December 2016 to remove all alterations or additions made to the Premises during the Licence Period and to make good any damage caused by their removal prior to the expiration of the Licence Period on 31st March 2017

7.2 The Licensee shall remove all the Licensee's possessions prior to the expiration of the Licence Period on 31st March 2017 and if any of the Licensee's possessions remain on the Premises following the expiration of the Licence Period on 31st March 2017 the Licensor may remove them and dispose of them as agent of the Licensee as it so wishes and the Licensee shall immediately reimburse the Licensor for all costs incurred by the Licensor in so doing

**8. DETERMINATION OF LICENCE**

8.1 This Licence may be terminated at any time by the Licensor without notice if the Licensee is in breach of any terms of this Licence

8.2 If at any time during the Licence Period the Building or any part thereof including the Premises is so destroyed or damaged so that the Building or any part of it including the Premises is unfit for occupation and use or is inaccessible the Licensor may serve notice on the Licensee determining the Licence and on the service of such notice this Licence will automatically determine without prejudice to the rights and remedies which shall have accrued to either party against the other in respect of any breach of any of the terms and conditions contained in this Licence Agreement

**9. END OF LICENCE PERIOD**

9.1 The Licensor agrees with the Licensee that if the Licensee shall desire to take a renewal licence of the Premises (or part thereof) from the expiration of the term hereby granted and shall prior to 30th September 2016 give to the Licensor previous notice in writing to that effect and shall pay the Licence Fee reserved by and perform the conditions of the Licensee contained in this Licence up to the expiration of the Licence Period the Lessor will enter into a new Licence of the Premises for a term to be agreed by the Licensor at a licence fee to be valued in accordance with clause 9.2 hereof on the terms conditions as the Licensor



requires and to be agreed between the parties provided that if the Licensee does not serve notice in accordance with this clause 9.1 or having served such notice the parties are unable to come to agreement on the terms and conditions of the new licence agreement then this Licence Agreement shall automatically terminate on the expiration of the Licence Period on 31st March 2017

9.2 The Licence Fee in the renewal licence shall be such sum as is certified in writing by Land and Property Services as the fair market Licence Fee for the Premises (or part thereof as appropriate) and shall not include the matters listed in clause 5 hereof and an appropriate charge for services agreed to be provided by the Licensor as determined by DFP Properties Division will be payable as a separate service charge.

10. **AND IT IS ALSO AGREED** between the parties hereto as follows:-

10.1 On any termination of the Licence hereby granted the Licensee shall not require nor shall the Licensor be under any obligation to make or pay any compensation to the Licensee in respect of any disturbance or loss occasioned to the Licensee or for any reason

10.2 The Licensor shall not be responsible to the Licensee or the Licensee's servants or agents or other persons on the Premises or calling upon the Licensee for any accident happening or injury suffered or damage to or loss of any chattel or property sustained on the Premises unless same is caused by the act neglect or default of the Licensor

10.3 The Licensor does not give any undertaking or warranty express or implied that the Premises are suitable for the purpose of the Licensee's use thereof

- 10.4 Any notice to be given or served hereunder upon the Licensee shall be sufficiently given or served if it is sent by registered post or recorded delivery service addressed to the Licensee at its last known place of business or by being left at the Premises and shall if posted be deemed to have been received on the day following the date of such posting
- 10.5 Save to the extent that the Licensor or its agents or contractors owe or assume a duty of care to the Licensee nothing herein contained shall in any way render the Licensor responsible for the security, safekeeping, insurance, storage or preservation of any of the Licensee's goods, products or merchandise or other property left on the Premises at any time and all such items shall be at the Licensee's sole risk
- 10.6 The Licensor may close the Building and withhold access to the Premises by the Licensee for a temporary period or periods by reason of necessary repair replacement or maintenance of any plant installations or apparatus in the Building or in the Premises PROVIDED THAT the Licensor shall continue to use reasonable endeavours to restore access to the Premises as expeditiously as is reasonably possible
- 10.7 The Licensee agrees to comply with the reasonable requirements of the Licensor from time to time in relation to access to and use of the car park at the Building

**11. NO TENANCY**

This Agreement constitutes a Licence and confers no tenancy upon the Licensee and possession of the Premises is retained by the Licensor subject however to the rights created by this Licence

**12. DISPUTES**

If at any time hereafter a dispute, doubt or question shall arise between the parties concerning the construction, meaning or effect of this Licence or any provision herein contained or the respective rights or liabilities hereunder or otherwise in respect of the Premises then every such dispute, doubt or question shall at the request of either party hereto be referred to a single arbitrator to be agreed upon by the parties or in default of such agreement to be appointed by the Chairman for the time being of the Royal Institution of Chartered Surveyors in Northern Ireland in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force and the costs of any such reference shall be borne equally by the parties hereto

SIGNED on behalf of the parties hereto the day and year first herein written

### **FIRST SCHEDULE**

Facilities and Services to be enjoyed with the Premises Provided Always that the Licensor may add to, withhold or vary the Facilities and Services to be enjoyed with the Premises if it reasonably considers such addition, withholding or variation to be in the interests of good estate management and for the benefit of the occupants of the Building or if it is required to do so by a competent authority

1. Access to and from the Premises by means of pathways through the grounds of the Building and lifts, halls, stairs and corridors in the Building, all properly maintained, decorated, cleaned, heated and lit
2. The use of the staff canteen in the Tower Block Building and associated catering provision for meetings
3. Shared cloakrooms and toilets for men and women, with hot and cold water and hand drying facilities

### **SECOND SCHEDULE**

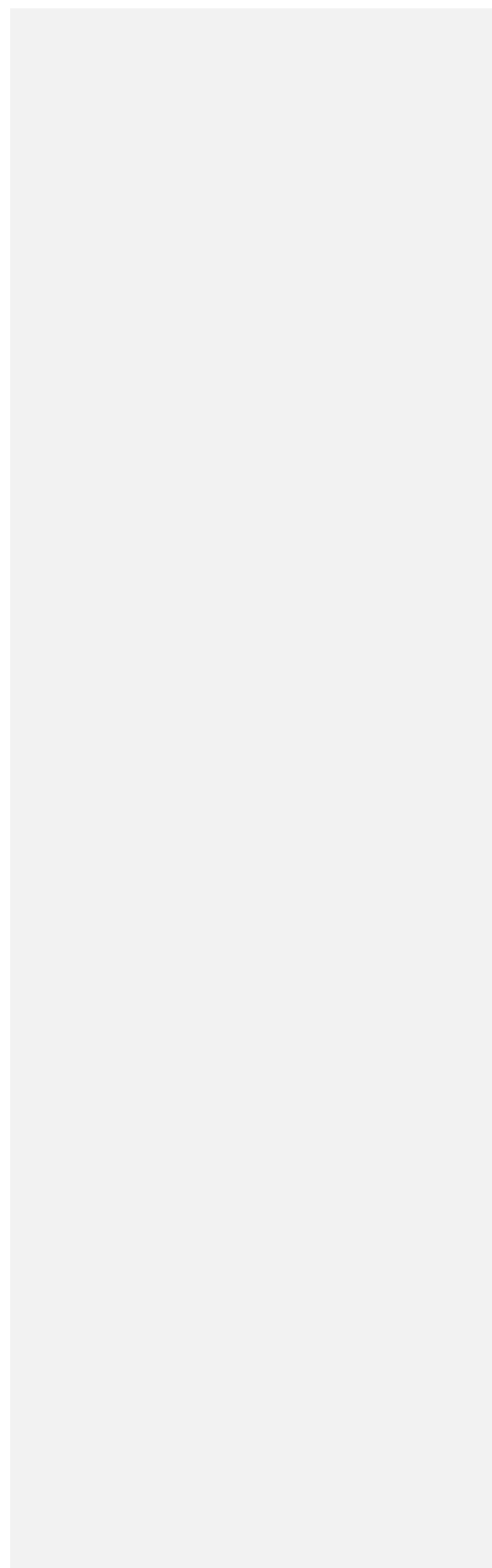
The following matters are not included in the Facilities and Services and are not being provided by the Licensor:

1. Cleaning of the interior of the Premises or provision of cleaning consumables
2. Cleaning repair of any office furniture including storage
3. Exterior cleaning of windows
4. Provision of a staffed reception internal postal service or security personnel
5. Provision of any I.T. equipment, office equipment, postal equipment including franking machines, or consumables

6. Provision of public liability insurance employer's liability insurance nor insurance of the Licensee's equipment, furniture, goods, products, or merchandise or other property on the Premises
7. The heating lighting gas water and power supplied to or used at the Premises

SIGNED on behalf of the  
Licensor in the presence of:-

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SIGNED on behalf of the  
Licensee in the presence of:-

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