

SCHEDULE 10**PREMISES****1. AUTHORITY PREMISES**

- 1.1 The Contractor may use such Authority premises, as are agreed by the Parties during the Transition Period and subsequently incorporated into Appendix 1 of this Schedule 10 using the Change control Procedure for the provision of the Services. The Contractor shall further align its Transition and Transformation Plan with the Authority Premises closure plan outlined in Appendix 1.
- 1.2 The Contractor shall comply with the Licence to Occupy in respect of the Authority Premises.

2. CONTRACTOR PREMISES

- 2.1 The Contractor may use such Contractor premises, as are agreed by the Parties during the Transition Period and subsequently incorporated into Appendix 2 using the change Control Procedure for the provision of the Services.

SCHEDULE 10 APPENDIX 1

AUTHORITY PREMISES

To be agreed during the Transition Period

SCHEDULE 10 APPENDIX 2

CONTRACTOR PREMISES

To be agreed during the Transition Period

Name	Address

SCHEDULE 10

APPENDIX 3

LICENCE TO OCCUPY

LICENCE TO OCCUPY

1. INTRODUCTION

This Licence to Occupy describes the terms on which the Authority grants to the Contractor licence to use and occupy the Licensed Areas and the Support Services supplied by the Authority in connection with the Licensed Areas and provides for relocation of the Contractor and the vacation of the Licensed Areas.

2. LICENCE

- 2.1 The Authority grants to the Contractor the right (in common with the Authority, and all others authorised by the Authority so far as is not inconsistent with the rights given) for the Contractor, the Contractor's employees, Sub-contractors and agents required by the Contractor from time to time to occupy and use the Licensed Areas on or from the Commencement Date on the terms set out in Paragraph 3 for the term of this Agreement as a mere licensee of the Authority together with all necessary rights for the purposes of access to and egress from the Licensed Areas as the case may be.
- 2.2 The Licence is not intended to confer exclusive possession on the Contractor or on persons receiving the benefit of the Licence hereunder, nor to create the relationship of landlord and tenant between the parties. Neither the Contractor nor those authorised hereunder shall be entitled to a tenancy, or to an assured shorthold or assured tenancy, or to any other statutory security of tenure now or upon determination of the Licence.
- 2.3 The Contractor shall not impede in any way the Authority or its officers, employees or agents in the exercise of the Authority's rights of possession and control of the Licensed Areas save to the extent granted by this Licence to Occupy.

3. TERMS APPLICABLE TO ALL LICENSED AREAS

- 3.1 The Contractor shall comply with and shall ensure that the Contractor's employees who are engaged within the Licensed Areas shall comply with all applicable legislation, policy and Authority guidelines including all applicable Health and Safety Regulations.
- 3.2 The Contractor shall not use the Licensed Areas for the purposes of supplying services to third parties without the written consent of the Authority.
- 3.3 On entry to any of the Licensed Areas, the Contractor shall be responsible for obtaining or reading a copy of all applicable Authority guidelines and the Authority shall ensure that such guidelines are given to the Contractor.
- 3.4 The Contractor shall at all times take all reasonable and proper precautions to ensure that no damage or disruption is caused to the Licensed Areas and shall, make good and pay compensation to the Authority for any loss, damage or injury suffered by reason of the exercise by any persons so authorised under this Schedule of the rights of use and access (except to the extent that such loss, damage or injury results from fair wear and tear).

- 3.5 The Contractor must not do or permit any acts that would breach any statutory requirements affecting the Licensed Areas or would make any insurance policy held by the Authority in respect of the Licensed Areas and of which details have previously been supplied to the Contractor void or voidable or increase the applicable insurance premium.
- 3.6 The Contractor must not do anything that may cause any nuisance, damage or interference to the Authority or to any other occupier of the buildings within which the Licensed Areas are situated or adjoining or neighbouring premises.
- 3.7 The Authority does not provide any warranties or representations in relation to the Licensed Areas and except as expressly stated in this Licence to Occupy all warranties, representations, assurances, undertakings and conditions by the Authority in relation to the Licensed Areas (including without limitation, warranties and conditions as to title, quiet enjoyment, fitness for purpose and description) whether express or implied by statute common law or otherwise are hereby expressly excluded to the extent permitted by law.
- 3.8 The Authority shall permit the Contractor's Personnel to occupy the Licensed Areas provided that the space allotted to such Contractor's Personnel will be limited to such space as is reasonably required by the Contractor only to deliver the Services.
- 3.9 This Licence to occupy is only for the number of people specified in this Schedule 10 in relation to each Licensed Area, unless otherwise agreed by the parties.
- 3.10 The Contractor agrees to keep the Licensed Areas in a tidy condition.
- 3.11 The Contractor must not remove any Authority-owned or Authority-provided contents fixtures and fittings or such equipment unrelated to the delivery of the Services from the Licensed Areas (save as may be reasonably required for the performance of the Services) without the Authority's consent in writing (such consent not to be unreasonably withheld or delayed). Notice shall be deemed to have been given (unless the Authority notifies the Contractor to the contrary if the Contractor is required to relocate by the Authority under Clause 18).
- 3.12 The Contractor shall, with all practicable speed and at its own cost, procure (using sub-contractors approved by the Authority) the reinstatement and restoration of any part of the Licensed Areas damaged by the Contractor and any others permitted to exercise rights under this Licence to Occupy, fair wear and tear excepted (save in the event of the Contractor being required to relocate by the Authority under Clause 18). If the Contractor fails to complete or ensure the completion of such reinstatement and restoration work within a reasonable period, the Authority will be entitled to permit a third party engaged by the Authority to conduct such reinstatement and restoration work at the Contractor's proper cost.
- 3.13 Save as may be reasonably required for the performance of the Services, the Contractor must not bring any furniture, equipment, goods or chattels onto the Licensed Areas without the consent of the Authority (such consent not to be unreasonably withheld or delayed).
- 3.14 The Contractor must not (save to the extent required by law) display any signs or notices at the Licensed Areas without the consent of the Authority (such consent not to be unreasonably withheld or delayed).

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- 3.15 The Contractor must not alter or add anything to the Licensed Areas.
- 3.16 The Contractor must allow the Authority, and those authorised by the Authority, to have access to the Licensed Areas at all times in connection with the Authority's obligations to manage the buildings within which the Licensed Areas are situated for the benefit of all occupiers of those buildings including, in particular, obligations relating to health and safety and security matters, save that such access will be escorted by Contractor Personnel where reasonably requested by the Contractor.
- 3.17 The Contractor acknowledges and agrees that the Licence is granted by the Authority free of charge in order for the Authority more conveniently to obtain the benefit of the Services from the Contractor. The Contractor therefore agrees that the limitations and exclusions set out in this Licence to Occupy are reasonable having regard to all the circumstances.
- 3.18 The Contractor acknowledges that it has been given the opportunity to inspect the Licensed Areas to satisfy itself as to all matters concerning the suitability of the Licensed Areas for the provision of the Services by the Contractor's Personnel in the Contractor shall have no claim against the Authority on the basis that the Licensed Areas are not suitable for the provision of such Services or on the basis that the Licensed Areas from which the Services are to be provided by the Contractor's Personnel are not fit for the purpose of providing such Services, provided that this Paragraph shall not apply to any Licensed Areas to which the Contractor is relocated by the Authority under Clause 18.
- 3.19 The Authority and the Contractor agree and declare that the provisions of this Licence to Occupy do not create an agreement for lease or anything which would give the Contractor an interest in land, that this Licence to Occupy is personal to the Contractor and cannot be dealt with in any way and that the Authority subject to the rights herein, retains the right to possession management and control of the Licensed Areas and to any keys to the Licensed Areas.
- 3.20 The Contractor acknowledges that its being allowed into occupation of the Licensed Areas may well constitute a breach by the Authority of obligations owed to superior landlords and others and that if such breach is enforced the Authority reserves the right to terminate this Licence to Occupy immediately and without notice to the Contractor but indemnifying the Contractor against all costs, claims, expenses, losses and liabilities resulting from the breach and forced relocation to alternative accommodation and the Contractor confirms that it is aware of this.
- 4. SUPPORT SERVICES AND HEALTH AND SAFETY HAZARDS RELATING TO THE LICENSED AREAS**
- 4.1 The Authority shall at its own expense provide the Contractor with the Support Services being such rights, services and facilities as are available to the Authority's personnel situated in areas adjoining the relevant Licensed Area (so far as appropriate to the relevant Licensed Area and the Contractor's use and occupation of it) and as are required by law.
- 4.2 The Authority may on reasonable notice at any time suspend, curtail, cancel, alter, extend or add to the Support Services, or any of them, or amend the terms upon which they are provided in line with its general strategy relating to usage of the Licensed Areas provided that the Authority shall comply with Paragraph 4.1 and provided that this in no way releases the Authority or lessens the liability of the Authority in respect of any of its obligations in Paragraph 4.1.

4.3 The parties agree to use their reasonable endeavours to minimise the impact resulting from any change made pursuant to Paragraph 4.2. In the event of any change to the Support Services, the Support Services shall be interpreted as being the Support Services so modified and the Contractor shall (save for any claim under Clause 13.3.1) have no claim against the Authority in respect of any loss or inconvenience resulting from such modification but provided that the Authority shall comply with Paragraph 4.1 and provided that this in no way releases the Authority or lessens the liability of the Authority in respect of any of its obligations in Paragraph 4.1.

4.4 The Contractor shall notify the Authority of any health and safety hazards that may arise in connection with the performance of the Services and the Authority shall notify the Contractor of any health and safety hazards which may exist or arise at the Licensed Areas and which may affect the Contractor.

5. LICENCE CHARGES AND SUPPORT CHARGES

The Authority shall not charge the Contractor for its use of the Licensed Areas and/or the Support Services.

6. RESTRICTIONS ON ASSIGNMENT

This Licence is personal to the Contractor and is not assignable. The rights granted in Paragraph 2 to the Contractor's may only be exercised by the Contractor and Contractor Personnel solely in connection with provision of the Services and not otherwise.

7. VACATION OF LICENSED AREAS

7.1 Upon the expiry or termination of this the Agreement or, if earlier, the termination of the Licence to Occupy relating to any of the Licensed Areas for whatever reason, the Contractor shall (but without prejudice to any right of the Parties against each other in respect of any antecedent breach of their obligations under this Licence to Occupy or claim against one another in respect of losses arising from the termination of any licence):

7.1.1 promptly vacate the relevant Licensed Areas and remove all equipment, property, furniture and other similar items owned by or leased to the Contractor and used by the Contractor in connection with its use of those Licensed Areas (other than items that it is required to deliver back to the Authority under the other terms of the Agreement);

7.1.2 leave in a tidy state the relevant Licensed Areas which the Contractor has occupied or used in the provision of the Services;

7.1.3 procure the making good (using contractors approved by the Authority) of any damage to the Licensed Areas caused by its use of such premises or by the removal of the items referred to in Paragraph 7.1.1 If the Contractor fails to complete or ensure the completion of such making good within a reasonable period, the Authority will be entitled to permit a third party engaged by the Authority to conduct such making good at the Contractor's proper cost.

