

DATED 30th October 1986

THE OXFORD CITY COUNCIL

-and-

EAST OXFORD COMMUNITY ASSOCIATION

L I C E N C E

to use the Community Centre

D M S TAYLOR
City Secretary and Solicitor
St. Aldate's Chambers,
OXFORD.

Ref: MH/JW/

L I C E N C E

THIS LICENCE to use the East Oxford Community Centre ("the Centre") which is shown edged red on the plan attached to this

Licence is granted to East Oxford Community Association ("the Association") of Princes Street Oxford

by the Oxford City Council ("the Council") of Town Hall Oxford on the 30th day of October 1986 and is subject to the terms and conditions set out below

1. THE Licence shall begin on the 1st day of April 1986 and continue until it is ended by either party in accordance with Clause 2 of this Licence
2. EITHER party may end this Licence by giving the other party one year's notice in writing or such shorter period as may be agreed by the parties
3. THE Association acknowledges that it holds the Centre as Licensee only and not as tenant or in any other way
4. THE Association shall:-
 - (1) operate under a constitution which has been approved by the Council
 - (2) give seven days notice to the City Secretary and Solicitor of meetings of the Association and of its Committees and permit representatives of the Council to attend such meetings
 - (3) submit within two months of the Association's Annual General Meeting statements of income and expenditure and the balance sheet which shall be accompanied by a Professional Auditor's Certificate in the form set out in the Schedule to this Licence together with a report on the activities of the Association for the previous year

(4) within two months of the Association's Annual General Meeting notify the Council's City Secretary and Solicitor of the names and addresses of the Officers appointed by the Association and notify the Council's City Secretary and Solicitor as soon as possible of any changes in this information

(5) insert in a reasonably prominent form in all annual financial statements a reference in the following terms:-

"These Accounts do not include items for rent or rates as the Council aids the Association by meeting these charges"

(6) bear the cost of lighting and heating the Centre

(7) keep the Centre clean

(8) maintain and keep in good repair and decorative condition all the internal parts of the Centre including internal doors and locks

(9) maintain and keep in good repair all the Council's fittings and furniture in the Centre including where applicable heaters cookers refrigerators radiators wash basins sinks taps drains lavatories urinals light fittings switches pendant flexes and power points

(10) take all possible steps to prevent the freezing of water in any water pipes cisterns or apparatus in the Centre and pay the cost of repair if such damage occurs

(11) replace all broken glazing provided that the Council shall replace any glazing which forms part of the roof structure of the Centre unless damage is caused by the carelessness negligence or wilful default of the Association

- (12) pay the cost of repairing any damage and replacing anything lost as a result of the careless or negligent use or wilful misuse of the Centre or its equipment or furniture.
- (13) inform the City Engineer and Director of Recreation in writing if the Association is aware that any repairs need to be done to the Centre which are the responsibility of the Council under this Licence
- (14) indemnify the Council against all claims made against the Council arising out of the use of the Centre unless such claims are as a result of the Council's negligence or its breach of the terms of this Licence or arise from the Council's use of the Centre
- (15) arrange the following types of insurance:-
 - (a) fire insurance to cover loss or damage to all the contents of the Centre including equipment furniture and fittings
 - (b) Public Liability (third party) insurance in the sum of not less than £1,000,000 or such greater sum as may be required by the Council in respect of any one accident with no maximum number of claims in any one year
 - (c) where required by law employer's liability insurance
- (16) keep a copy of this Licence and the Association's constitution at the Centre for inspection by all members of the Association

5. THE Association shall be liable under this Licence only to the extent of the assets vested in the Association or in any other person or persons in trust for or for the benefit of the Association

6. THE Association shall not use or permit the Centre to be used:-

- (1) for any purpose other than the objects of the Association and its affiliated organisations as set out in its Constitution without the prior written consent of the Council
- (2) for any purpose without taking all reasonable measures to ensure that the event will not cause a nuisance or annoyance or cause damage or inconvenience to the Council or the tenants or occupiers of neighbouring premises
- (3) for cinematograph exhibitions public music or music and dancing gaming boxing wrestling stage plays or an other purposes for which a Licence is required unless an appropriate Licence has first been obtained
- (4) for any unlawful purposes
- (5) for any bonfire or firework display without the prior written consent of the City Engineer and Director of Recreation
- (6) for any purpose which will infringe any subsisting copyright or performing right
- (7) for the sale or consumption of alcohol without the prior written consent of the Council

7. THE Association shall not carry out any structural alterations to the Centre without the prior written consent of the City Engineer and Director of Recreation

8. THE Association may make arrangements for payments to be made by users of the Centre to the Association

9. THE Council shall to the extent that it considers works to be necessary maintain and repair:-
- (1) the exterior of the Centre including external doors external paved areas car parks drives entrance ways fences and gates
 - (2) the structure of the Centre including foundations partitions floors and the roof
 - (3) main drains waste soil and vent pipes
 - (4) installations for the mains supply of water gas electricity and the supply of oil and installations for space and water heating
10. THE Council shall insulate the Centre and lag its hot water apparatus if it considers it to be appropriate.
11. THE Council shall carry out work required by the Chief Environmental Health Officer or the Fire Officer in connection with the licences required for the use of the Centre
12. THE Council shall have the right:-
- (1) to use the Centre for its own purposes on terms to be agreed by negotiation with the Association
 - (2) to enter the Centre at all reasonable times on giving reasonable notice to the Association

SCHEDULE

Form of Auditor's Certificate

"We have audited the above Balance Sheet Income and Expenditure Account and such other accounts as are relevant (e.g. Canteen Trading Account Bar Account etc.) with the books and records of the Association and have obtained all the information and explanations which have been required. We have verified the cash at bank with the Bank Pass Book; the value of stock on hand and of cash in hand have been certified by the Secretary

and the Treasurer respectively. Proper and adequate Books of Account and records have been kept. The Balance Sheet Income and Expenditure Account and other relevant accounts are in agreement with the said Books of Account and other records and in our opinion represent a true and fair view of the Association's affairs as at 19 and for the year ended on that date"

SIGNED by David Michael Steel Taylor)
City Secretary and Solicitor and duly)
authorised officer of The-Oxford City)
Council in the presence of:-)

A Local Government Officer

SIGNED by the CHAIRMAN and duly)
authorised officer of the Association)
in the presence of:-)

*Name

Address

Occupation *OFFICER OF CUSTOMS + EXCISE*

SIGNED by the SECRETARY and duly)
authorised officer of the Association)
in the presence of:-)

*Name

Address

Occupation *Charity Director*

*Note the witness should add his or her name
address and occupation

