

DATED

LICENCE TO CARRY OUT WORKS

relating to

relating to the area known as Third Floor of Cambridge Library Enterprise Centre,
Cambridge Library, Lion Yard, Cambridge

between

CAMBRIDGESHIRE COUNTY COUNCIL

and

REGUS CAMBRIDGE LIBRARY LIMITED

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This licence is dated

PARTIES

- (1) Cambridgeshire County Council of Shire Hall Castle Hill Cambridge CB3 0AP (**Licensor**).
- (2) Regus Cambridge Library Limited incorporated and registered in England and Wales with company number 8667370 whose registered office is at 268 Bath Road Slough Berkshire SL1 4DX (**Licensee**).

BACKGROUND

- (A) This licence is supplemental and collateral to the Licence to Occupy and Management Agreement.
- (B) The Licensee intends to carry out the Works and requires the consent of the Licensor to do so.

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation set out in this clause apply to this licence.

CDM Regulations: the Construction (Design and Management) Regulations 2007.

Licence to Occupy: a licence of part of the third floor of the Premises of the same day as this Licence and made between the Licensor and Licensee

Management Agreement: the agreement for services made between the Licensor and Licensee of the same date as this Licence

Premises: the area on the third floor of the Cambridge Central Library Lion Yard Cambridge as more particularly described in the Licence to Occupy.

Works: [DESCRIPTION OF THE WORKS] as shown on the plans and specification attached to this licence.

- 1.2 Clause 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 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 Unless otherwise specified, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.7 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.8 A reference to **writing** or **written** includes faxes but not e-mail.
- 1.9 A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of the provisions of this licence) at any time.
- 1.10 Except where a contrary intention appears, references to clauses are to the clauses of this licence.
- 1.11 Any phrase introduced by the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. CONSENT TO CARRY OUT THE WORKS

- 2.1 In consideration of the obligations on the Licensee in this licence, the Licensor consents to the Licensee carrying out the Works on the terms set out in this licence.
- 2.2 This consent will cease to be valid if the Works have not been started (in accordance with the terms of this licence) within six months from (and including) the date of this licence. If the consent ceases to be valid, all the terms of this licence other than clause 2.1 will remain in force.
- 2.3 Nothing in this licence will place the Licensee under an obligation to the Licensor to carry out the Works, but if it does carry them out, it must do so on the terms of this licence.
- 2.4 This consent does not obviate the need for the consent or licence of any person other than the Licensor that may be required to carry out the Works.

3. CARRYING OUT AND COMPLETING THE WORKS

- 3.1 The Licensee shall not start the Works until it has obtained all other licences and consents that may be required to carry them out.
- 3.2 The Licensee must carry out the Works:
- (a) using good quality, new materials which are fit for the purpose for which they will be used;
 - (b) in a good and workmanlike manner and in accordance with good building and other relevant practices, codes and guidance; and
 - (c) to the reasonable satisfaction of the Licensor.
- 3.3 In carrying out the Works the Licensee must comply with all laws and the terms of all other licences and consents and must cause as little disturbance and inconvenience as reasonably possible to the Licensor and the owners and occupiers of the building of which the Premises forms part.
- 3.4 The Licensee must immediately make good, to the reasonable satisfaction of the Licensor, any damage (including decorative damage) to any land or building, plant or machinery (other than the Premises) which is caused by carrying out the Works.
- 3.5 The Licensee must complete the Works, and any works required by clause 3.4, within six months after the date of this licence.
- 3.6 The Licensee must notify the Licensor as soon as the Works have been completed, and send the Licensor three copies of plans showing the Premises as altered by the Works.

4. THE CDM REGULATIONS

- 4.1 The Licensee shall comply with its obligations under the CDM Regulations, including (without limitation) all requirements in relation to the provision and maintenance of a health and safety file.
- 4.2 The Licensee shall supply all information to the Licensor that the Licensor reasonably requires from time to time to comply with the Licensor's obligations under the CDM Regulations.

5. FURTHER PROVISIONS RELATING TO THE WORKS

- 5.1 The Licensor will only be obliged to insure the Works if they form part of the Premises and only after they have been completed in accordance with this licence and for the amount for which the Licensee has notified the Licensor that they should be insured
- 5.2 Before the end of the term of the Licence to Occupy (however it may end) the Licensee must, if the Licensor reasonably so requires and gives the Licensee reasonable prior notice of that requirement, remove the Works and reinstate the Premises and make good any damage (including decorative damage) caused to the Premises or any land or building, plant or machinery other than the Premises by such removal and reinstatement.
- 5.3 The Licensee obligations in the Licence to Occupy will extend to the Works and apply to the Premises as altered by the Works.

6. NO WARRANTY BY THE LICENSOR

- 6.1 No representation or warranty is given or is to be implied by the Licensor entering into this licence or by any step taken by or on behalf of the Licensor in connection with it as to:
- (a) the suitability of the Premises or the building of which it forms part for the Works; or
 - (b) whether the Works or any removal or reinstatement of them may be lawfully carried out.
- 6.2 The Licensee acknowledges that it is not relying on, and will have no remedy in respect of, any representation 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 6.1.
- 6.3 Nothing in this clause shall, however, operate to limit or exclude any liability for fraud.

7. INDEMNITY

The Licensee must indemnify the Licensor against all proper costs and claims arising from any breach of the terms of this licence.

8. NOTICES

Any notice given pursuant to this licence must be in writing and must be delivered by hand, or sent by pre-paid first class post, or registered post or by

any other means permitted by the Licence to Occupy. A correctly addressed notice sent by pre-paid first class post will be deemed to have been delivered at the time at which it would have been delivered in the normal course of the post.

9. LIABILITY

- 9.1 The obligations of the Licensee in this licence are owed to the Licensor and are made in consideration of the consent granted by clause 2.1.

10. 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.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Annex [ATTACHMENT: PLANS AND SPECIFICATION FOR THE WORKS]

Document comparison by Workshare Compare on 02 October 2014 11:32:38

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