

**between**

- ## 1. DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

**"Access Ways"** means the paths, corridors, steps, lifts and similar areas for obtaining access to and egress from the Building(s) the Space and Common Parts either as shown on the plans in Appendix 1 to this Licence or such as afford reasonable access and egress as above subject to the Authority being able periodically to designate alternative access ways provided that such alternatives are still capable of affording safe and reasonable access to and egress from the Building, the Space and Common Parts;

**"Accommodation Strategy"** means the strategy for use of the Space and any other parts of the Building comprised within Schedule 22 (Authority's Policies) of the MSDC as shall be amended or replaced from time to time by agreement between the Authority and the JV Co under Schedule 14 (Change Control) of the MSDC;

**"Affordability Budget"** means the revenue budget transferred by the Authority annually to JV Co and which includes all premises related costs associated with the occupation of the Space with the exception of repairs and maintenance as set out in Schedule 2 of the MSDCs;

**"Authority Policies"** means any and all policies of the Authority which relate to the use and occupation of the Authority's buildings;

**"Authority Premises"** means any premises owned or otherwise controlled by the Authority to which the JV Co shall for the time being need to exercise access in order to properly perform the Services;

**"Building(s)"** means those parts of the Authority's Premises of which the Space forms part which are identified in Appendix 2 to this Licence as changed from time to time pursuant to this Licence;

**"Car Parks"** means the car parks referred to on the plans in Appendix 2;

**"Commencement Date"** means 01 October 2007

**"Common Parts"** means those areas in the Building(s) for reasonably necessary common use by the Authority, the JV Co and other occupiers of the Building(s) (subject to the Authority being able periodically to designate alternative Common Parts), as indicated in the plans attached at Appendix 1 to this Licence;

**"Conducting Media"** means all pipes, wires, cables, aerials, sewers, gutters, drains, watercourses, channels, ducts, flues and all other conducting media and cisterns, tanks, meters and all ancillary apparatus including fixings and housings in or serving the Building serving the Space;

**"Fee"** means the sum payable by JV Co to the Authority for use by JV Co of any part or parts of the Space for the provision of services to any other party (other than a Founding Party) pursuant to licences which have been approved in accordance with the MSDC and/or pursuant to the SPFA and calculated by:

$((W/X)Y)Z$  for each building from which the services are provided

Where:

W = number of staff providing the services multiplied by 7 square metres

X = the total net area occupied by JV Co from time to time in the building from which the services are provided

Y = the rental figure for the building from which the services are provided set out in Appendix 1

Z = the total number of working days (for clarification 7 hours shall be equal to 1 working day for the purposes of this calculation) spent by staff providing the services divided by 365

and where the services are provided from more than one building the calculation (X/Y)Z shall be carried out in respect of each building from which the services are provided and the results added together to give the total fee payable by JV Co to the Authority;

**"Internal Moves"** means the internal moves planned but not executed by the Authority prior to the date of this Licence which will affect the Space set out in Appendix 4;

**"Licence"** means this Licence;

**"Licence Period"** means (subject to the termination provisions set out in this Licence) the period from the Commencement Date to and ending on the earlier of:

- i) the date of decanting all the Services into a third party building; and
- ii) the same date and time as the final termination of the MSDC

**"MSDC"** means the Model Service Delivery Contract dated 29 September 2007 between (1) Taunton Deane Borough Council and (2) JV Co;

**"Permitted Use"** means use of the Space solely for the purpose of:

- supplying the Services to the Authority and to Existing Customers (as defined in the MSDC) pursuant to Existing Contracts (as defined in the MSDC);
- supplying services to other Relevant Contracting Authorities pursuant to Licences which have been approved in accordance with the MSDC and/or

pursuant to the SPFA subject (after the expiry of the Initial Period) to the payment of the Fee and subject to having regard to (but not being bound by) the Accommodation Strategy;

**"Police Authority"** means the Avon and Somerset Police Authority;

**"Quarterly Report"** means the first quarterly report produced after the date of this Licence in accordance with paragraph 4 of Part 2 to Schedule 13 of the MSDC

**"Relevant Contracting Authorities"** means any Contracting Authority (as defined in (1) the Public Contracts Regulations 2006 ("the Regulations") Regulation 3 (Contracting Authorities) paragraphs (1) (a), (b), (i), (j), (k), (m), (q), (r), (s), (u) (other than with respect to references (n), (o) and (p)), (v), (w), (x) (in so far as it relates to the stated paragraphs in this definition) with its principal or substantial place of business in the South West

**"Risks Register"** means the risk register annexed to Appendix 5

**"SCC Licence"** means the licence of even date between (1) Somerset County Council and (2) JV Co;

**"Services"** means the services to be provided by the JVCo to the Authority under the terms of the MSDC and/or to others under the SPFA;

**"Space"** means (subject to clause 7.3 and (in respect of the location of Space within Buildings) to Internal Moves) such space within the Building(s) as the Authority shall (acting reasonably) approve as being available for occupation or use by the JV Co for the purposes of the Permitted Use and being the Space necessary for the proper performance of the Services and within which JV Co shall from time to time designate and allocate for the purposes of this Licence including the provision (within such office space) of desks, chairs and telephones and other appropriate office equipment for the provision of the Services. The Space which has been agreed at the Service Commencement Date (as defined in the MSDC) is shown on the Plans annexed at Appendix 3

to this Licence (Authority's buildings plans) and is 1,721 square metres. It is recognised that the specific areas which comprise the Space will change during the course of the Licence with the intention of bringing functional teams together and JV Co will be allowed by agreement of the Authority to increase or decrease the total net internal area it is permitted to use under this Licence or to alter the location of the Space PROVIDED:

- i. there is a corresponding increase or decrease (as appropriate) in the total net area of the SCC Licence; and
- ii. that the Total Net Internal Area shall not be increased or decreased;

"**SPFA**" means the Strategic Property Framework Agreement [dated ]  
[to be made between] [ ] and [ ]

"**Staffing Agreement**" means the agreement signed between the parties on 29 September 2007;

"**Total Net Internal Area**" means a net internal area of 6,989 square metres (subject (in respect of the location of Space within Buildings) to Internal Moves under this Licence and the SCC Licence) being the Space together with the Space in the SCC Licence.

## **2. PERMISSIONS GRANTED**

2.1 The Authority hereby grants at no charge to the JVCo permission to occupy the Space on the Commencement Date for the Permitted Use for the Licence Period together with the following permissions (in common with the Authority, Authority Related Parties and other joint venture companies of the Authority) for the benefit of the JVCo's use of the Space:

- 2.1.1 the use of the Conducting Media as required for the Permitted Use;
- 2.1.2 to use the Common Parts for the purposes for which they have been provided by the Authority for use by those engaged in the Permitted Use;  
and

- 2.1.3 to use the Access Ways for passage to and from the Space, the Common Parts and/or any other parts of each Building to which they require access for the time being for the Permitted Use;
- 2.2 The Authority hereby grants to the JVCo's staff that were staff of the Authority prior to the Commencement Date to use the Car Parks provided such staff have the right to do so through the staff travel group operated by the Authority.
- 2.3 The JVCo acknowledges that certain parts of the Building(s) (other than the Space) cannot be accessed by the JVCo or can only be accessed with the prior approval of the Authority and the Authority will notify the JV Co of these areas from time to time, with the exception of the Facilities Management Service and the Property Service, which will have rights of access to all parts of the Building(s) for the purposes of performance of its respective duties.
- 2.4 The JV Co will not be charged the costs of occupation (including rent of the Space for the Licence Period) except as otherwise expressly provided in this Licence;
- 2.5 JVCo will, subject to compliance with the Staffing Agreement and paying due regard to (but not being bound by) the Accommodation Strategy, have the right to decant and/or relocate JV Co staff, within and between the Buildings, provided that this shall not enable any use of any part of the Buildings other than the Space save as expressly provided in this Licence;
- 2.6 In connection with relocations of JV Co staff under paragraph 2.5 which are reasonably necessary for proper organisational reasons the JV Co may request the Authority to relocate Authority staff:
  - 2.6.1 to enable co-location of JVCo staff (where immediately prior to this Licence in-scope and out-of-scope staff are co-located); or
  - 2.6.2 co-location of Authority staff and JV Co staff (where immediately prior to this Licence such in-scope and out-of -scope staff are not co-

located and the co-location of JV Co staff and Authority staff is reasonably necessary in connection with the performance of the Services and the performance of the services required by the Authority from the Authority's staff); and

- 2.6.3 the Authority shall (subject to the Staffing Agreement and paying due regard to (but not being bound by) the Accommodation Strategy other provisions of this Licence) not unreasonably withhold or delay its consent to a request made by the JV Co pursuant to this paragraph 2.6;

Provided that:

2.6.3.1 any alterations to the Space which are necessary to reflect such movements shall not result in any increase in the amount of floor space comprised within the Space prior to such movements save as authorised elsewhere in this Licence;

2.6.3.2 the Authority, the relevant Authority staff who would be relocated or the performance of the services undertaken by such Authority staff would not in any way be prejudiced or adversely affected by such relocation.

### **3. JVCO'S OBLIGATIONS**

The JVCo agrees and undertakes with the Authority:

- 3.1 that its employees, agents, contractors and sub-contractors shall not:
- 3.1.1 interfere with any equipment (excluding JV Co equipment) in the Building(s) and/or the Space except where JVCo has the Authority's prior written consent (which shall not be unreasonably withheld or delayed where such interference is reasonably necessary for the Permitted Use) to interfere with the Authority's equipment; or
- 3.1.2 do anything which causes injury or damage to the Building and/or the Space; or

- 3.1.3 do anything which causes interference to the Authority's use and/or occupation of the Building(s) and/or the Space and/or the Conducting Media and/or the Access Ways

provided that the JVCo may use such equipment in the Space as is intended for the purpose of fulfilling the JVCo's obligations under this Licence or the MSDC or the SPFA;

- 3.2 to use and occupy the Space and exercise its rights under this Licence only for the Permitted Use;
- 3.3 not to carry out any alterations or additions to or at the Space other than as agreed in writing with the Authority (the agreement of the Authority not to be unreasonably withheld or delayed);
- 3.4 to keep the Space tidy and free from litter or any other obstruction and not to deposit place or leave (even temporarily, unless the JVCo has obtained the prior consent of the Authority) any equipment furniture goods chattels or any litter or rubbish on or in any part or parts of the Building(s) other than in the Space;
- 3.5 not to do or permit to be done in the exercise of the rights granted by this Licence or otherwise anything which shall be or becomes or may reasonably be considered:
  - 3.5.1 an actionable nuisance; or
  - 3.5.2 to cause harm to the Authority its tenants or other occupiers of the Building(s) or any member of the public or other lawful user of the Building(s); or
  - 3.5.3 detrimental to the efficient operation of the Building(s) or to the business and activities carried out (or intended to be carried out) (and of which JV Co has been informed) therein by the Authority or any Authority Related Party; or



- 3.6 not to knowingly do anything without the Authority's approval that will (or could reasonably be expected to) cause the Authority's insurance policy to become void or increase the normal rate of premium and whenever reasonably required (but not more than once in any calendar year unless the Authority's insurance policy is amended) to produce to the JV Co evidence of such insurance and evidence of the receipt of the last premium due;
- 3.7 not to allow any person or persons to sleep in the Space nor to use it for residential purposes or for any illegal purpose;
- 3.8 that when vacating the Space at the determination of this Licence (howsoever arising) to remove all of the JVCo's own furniture, equipment, goods and chattels from the Building(s) and when vacating the Space or undertaking any decant or relocation permitted in accordance with the MSDC make good any damage caused to the Building(s) including the Space (or, as the case may be, the part of the same that the JVCo is vacating) during the course of such vacation or relocation (excluding for this purpose fair wear and tear);
- 3.9 to observe such rules regulations and policies (including without prejudice to the foregoing all rules and regulations regarding security health and safety energy management and environment policies) as the Authority may from time to time reasonably and properly make in respect of the Building(s) (including the JVCo's use of the Space), the Common Parts, the Access Ways and the Conducting Media and notify in writing to the JVCo provided that if the Authority shall after the Service Commencement Date introduce any rules, regulations and policies of which the JV Co was not aware or could not reasonably have been expected to have been aware which impose any material additional obligation or otherwise materially prejudices the JV Co or the Permitted Use then such introduction shall be deemed to be a Change for the purposes of Clause 5 of the MSDC. For the purposes of this paragraph 3.9 the JV Co shall be deemed to be aware of any matter contained or referred to in the Authority Policies;

- 3.10 JV Co will pay for those charges in relation to the Space for which it is responsible as part of the Services and which is included in the Affordability Budget;
- 3.11 (subject to receipt of a valid VAT invoice properly addressed to the JVCo) to pay VAT on the Fee;
- 3.12 to:
  - 3.12.1 keep the Space in good repair and decorative order subject to the provisions of the output specifications contained in schedule 2 to the MSDC; and
  - 3.12.2 immediately make good any physical damage to the Space caused by the JV Co;
- 3.13 to keep the Authority indemnified against any injury sustained by the JVCo or any actions, proceedings, claims, demands, losses, costs, damages, expenses and liabilities (including without limitation on a full indemnity basis all legal and other professional fees) arising as a result of any material breach of or non-compliance with any of the terms of this Licence after reasonable notice to JV Co fully specifying such breach or non-compliance and the expiry of a reasonable period within which to remedy such breach;
- 3.14 on vacation of the Space (at the reasonable discretion of the Authority) to return the Space to no worse than the original condition (excepting fair wear and tear) at the cost of JV Co PROVIDED THAT this paragraph 3.14 shall not apply in respect of any changes which:
  - 3.14.1 constitute refurbishment works only; or
  - 3.14.2 comprise only works which shall have provided betterment to the Space and which have been approved by the Authority whether or not it is obliged to do so without imposition of any condition or otherwise approved under this Licence;

PROVIDED FURTHER THAT in either 3.14.1 and/or 3.14.2 the changes shall have been completed prior to vacation of the Space;

3.15 in respect of any part or parts of the Space which are used in connection with provision of services to any party (other than third parties to which the Authority provided Services prior to the Commencement Date) the JV Co shall pay the Fee;

3.16 this Licence shall not entitle the JV Co to (and the JV Co shall not in connection with the enjoyment of the Licence) prevent, hinder or otherwise obstruct the Authority (including for this purpose any Authority Related Parties, Authority Representative or auditors) having access to the Space from time to time;

3.16.1 in the performance of any right or entitlement which they have under this Licence or the MSDC; or

3.16.2 in the performance of any other action or matter which it would be reasonable for the Authority to undertake in connection with the Space and or the Buildings;

and shall provide such access and reasonable co-operation to the Authority, the Authority Related Parties, Authority Representatives and auditors on reasonable prior written notice (save in case of emergency) and subject to such access not materially interfering with the Permitted Use;

3.17 the Authority's consent shall be required in respect of any services to be provided to third parties and such consent shall not be unreasonably withheld or delayed except in relation to any Services to be provided to the Police Authority in excess of the Services recorded in the Quarterly Report as being provided to the Police Authority.

#### **4. AUTHORITY OBLIGATIONS**

4.1 The Authority agrees and undertakes with the JVCo that its employees, agents, contractors and sub-contractors shall not interfere with any JVCo equipment in

the Building(s) and/or the Space except where the Authority has obtained the JVCo's prior written consent to interfere with the JVCo's equipment.

4.2 The Authority hereby:-

4.2.1 covenants to observe by way of indemnity only any title restrictions matters or covenants or planning obligations or conditions affecting the Space

4.2.2 To the extent that:

4.2.2.1 JV Co is (or becomes) unable to occupy, use and enjoy the Space in order to deliver the Services to the Authority, due to any title restrictions, matters or covenants, or planning obligations or conditions pertaining to the Space; or

4.2.2.2 following the occurrence of any situation described at 4.2.2.1 above, any alternative premises made available to JV Co do not enable JV Co to deliver the Services to the Authority to the required standards;

this shall constitute a Relief Event for the purposes of the MSDC and entitle JV Co to Relief under the MSDC.

## **5. COSTS ALLOCATION AND UPDATES**

### **5.1**

5.1.1 If there is a change in the location of the Space due to the operation of paragraph 2.5 or 2.6 of this Licence or due to the operation of the proviso to the definition of "Space" in this Licence at in any case the request of the JV Co then the JV Co shall be responsible for all costs associated with such decant or relocation including but not limited to arrangements and implementation of moves of staff, furniture, equipment, Records and personal effects, communication system alterations, arrangement and implementation of systems and processes

to provide continuity of Services and to ensure that the Services are not adversely affected by such decant and/or relocation, alterations, refurbishment or any other works required to be carried out, communications with Authority staff and JV Co staff and compliance with the other provisions of this Licence in respect thereof (in each case whether in relation to the movement of JV Co staff or any Authority staff resulting directly from such decant or relocation); and

- 5.1.2 JV Co will reimburse the Authority for any reasonable costs or reasonable expenses which it reasonably incurs in connection with such decant or relocation

## 5.2

- 5.2.1 If there is a change in the location of the Space due to the operation of paragraph 7 or otherwise under this Licence at the request of the Authority then the Authority shall be responsible for all costs associated with such decant or relocation including but not limited to arrangements and implementation of moves of staff, furniture, equipment, Records and personal effects, communication system alterations, arrangement and implementation of systems and processes to provide continuity of Services and to ensure that the Services are not adversely affected by such decant and/or relocation, alterations, refurbishment or any other works required to be carried out, communications with Authority staff and JV Co staff and compliance with the other provisions of this Licence in respect thereof (in each case whether in relation to the movement of JV Co staff or any Authority staff resulting directly from such decant or relocation); and
- 5.2.2 the Authority will reimburse the JV Co for any reasonable costs or reasonable expenses which it reasonably incurs in connection with such decant or relocation

- 5.3 If there is a change in the location of the Space under this Licence which arises as a result of a request of both JV Co and the Authority then the costs referred to in paragraphs 5.1 and 5.2 shall be shared between the JV Co and the Authority on a fair and reasonable basis according to the nature and extent of the changes requested by them respectively and if the parties are unable to agree what would be an appropriate sharing then the matter shall be referred to the Dispute Resolution Procedure (as defined in the MSDC and contained in Schedule 16 of the MSDC).
- 5.4 Upon request by either party (but no more frequently than 12 monthly save by agreement) the parties shall jointly agree a schedule of plans showing the then current Space. [The costs of such plans shall be borne jointly and equally]. Such agreed plans shall be endorsed by each party to record that they represent the then current Space at the relevant date.

## **6. ACCESS HOURS**

### **6.1 Operational hours**

Normal hours of access for JV Co staff to the Buildings and any other Authority Premises to which they require access for the purpose of the proper provision of the Services will be between 8:00 hours and 19:00 hours on Working Days ("Normal Access Hours") and specific operational hours are as those set out in a specific Output Specification;

### **6.2 Out of Hours**

Access outside of the Normal Access Hours ("Out of Hours Access") can be obtained SUBJECT TO compliance with Authority Policies (including without limitation policies relating to human resources and/or related to Health and Safety) and PROVIDED THAT JV Co will:

- 6.2.1 be responsible for the reasonable costs of any Out of Hours Access including but not limited to the cost of any provision of replacement

access cards or changes to the current access system or additional security/safety requirements; and

- 6.2.2 reimburse the Authority against any reasonable charges, costs and expenses which the Authority incurs as a result of such Out of Hours Access.

## **7. TERMINATION, VARIATION AND MODIFICATION**

- 7.1 Prior to designating any area within the Authority's Premises to be used as the Space which alters or amends the Space as identified at the date of this Licence, the Authority will enter into consultation with the JV Co for such period as is reasonable in all the circumstances. The Authority shall have due regard to any objections made by the JV Co during such consultations but shall retain in its absolute discretion the right to make changes to the Space from time to time provided such change is not detrimental to the JV Co in its provision of the Services or its use of the Premises for the Permitted Use. Any such alteration to the Space required by the Authority (other than as a result of any matter referred to in paragraphs 2.6 or 7.3 or which otherwise is required as a direct result of any default of the JV Co or any JV Co Related Party in which event no compensation shall be payable to JV Co) shall be treated as a Change in accordance with Clause 5 of the MSDC..
- 7.2 The Authority may from time to time require the relocation of JV Co staff or changes to the Space for proper organisational reasons or (providing it does not do so vexatiously or frivolously) for any other reason and the Authority will enter into consultation with the JV Co for such period as is reasonable in all the circumstances. The Authority shall have due regard to any objections made by the JV Co during such consultations but shall retain in its absolute discretion the right to make changes to the Space from time to time provided such change is not detrimental to the JV Co in its provision of the Services or the use of the Premises for the Permitted Use. The JV Co shall comply with such requirement as soon as reasonably practicable and such requirements shall be deemed to constitute a Change for the purpose of clause 5 of the MSDC.

- 7.3 If there is any notification of an intention to terminate a Service Element (as defined in the MSDC) then the Parties shall meet with each other as soon as reasonably practicable to identify what changes to the Space are appropriate to reflect the reduced requirement for working area due to the reduced staffing requirement in the provision of the Services as a result of the termination of the Service Element. In the event that the parties are unable to agree what would be an appropriate change to the Space then the matter shall be referred to the Dispute Resolution Procedure (as defined in the MSDC and contained in Schedule 16 of the MSDC) to be resolved as to what would reasonably be required by the parties in the circumstances.
- 7.4 This Licence shall terminate in the event that the MSDC is terminated (howsoever determined) and the rights and remedies of the Authority and the JV Co under the MSDC in the event of the termination of the MSDC (howsoever determined) shall apply equally to the termination of this Licence as a result of such termination of the MSDC.

## **8. SECURITY AND SAFETY**

- 8.1 JV Co will provide security services as part of the Services where these are included in the Affordability Budget. The current system of security at the Authority's Premises comprises use of Identification ("ID") cards which are issued to all staff occupying the Building(s) , including cleaners and others providing temporary services. These ID cards also act as access cards enabling access to relevant parts of the Building and other Authority premises in connection with the services performed by those staff . There are two types of card issued by the Authority
- 8.1.1 ID cards issued to staff based in the Buildings giving access throughout the Buildings but with time limited to normal access hours and
- 8.1.2 ID cards issued for 24-hour access (only allocated with head of service approval)



- 8.2 These ID cards must be carried, shown and made available by JV Co staff at all times when in the Buildings or accessing any other area of the Authority's Premises;
- 8.3 JV Co shall ensure that all JV Co staff shall if challenged or otherwise requested to give an explanation to a member of Authority staff for their presence at any part of the Authority's Premises other than the Space or the Common Parts or Access Ways provide a full and proper explanation to the reasonable satisfaction of the relevant Authority employee and production of an ID card allowing access to the Authorities Premises in accordance with clause 8.2 above shall be regarded as a full and proper explanation;
- 8.4 JV Co shall not in exercising any access to any Authority Premises (including but not limited to the exercise of the permissions granted by this Licence) do anything which will or is reasonably likely to materially prejudice the security arrangements which exist in respect of those Authority Premises or increase any risks in relation to health and safety;
- 8.5 Without prejudice to the foregoing the JV Co shall ensure that all access by JV Co staff is exercised in accordance with the Contract Standard (as defined in the MSDC);

## **9. ACKNOWLEDGEMENTS**

The JV Co acknowledges that:

- 9.1 the permission to occupy granted by paragraph 2.1 to this Licence is personal to the JVCo and may not be assigned except to an assignee of the MSDC;
- 9.2 the permission to occupy granted by paragraph 2.1 to this Licence shall not operate or be deemed to operate as a demise of the Space and the JVCo shall not be entitled to possession or occupation of the Space or any part thereof;
- 9.3 In the event that there is a Serious Breach (as defined in the MSDC) of the MSDC so that the Authority is entitled to exercise its rights thereunder and the Authority exercises such rights then this Licence shall be suspended for so long

and to the extent necessary in order to allow the Authority to exercise such rights. During the period of such suspension the JV Co shall not be bound by the terms of this Licence in respect of the Space affected by the suspension and the Authority shall hand the relevant Space back to the JV Co at the end of the period of suspension in accordance with the terms of this Licence

9.4 where the whole or part of the Space is considered surplus by JV Co to the requirements of JVCo this shall be returned to the Authority at no cost to the Authority;

9.5

9.5.1 this Licence is a licence not a lease and the parties have deliberately and carefully chosen a licence rather than a lease in order to reflect their commercial interest

9.5.2 without prejudice to the acknowledgement in paragraph 9.5.1 above in the event that this Licence is deemed to be a lease:

9.5.2.1 on 2008 the Authority served on JV Co a notice as referred to in Section 38A(3)(a) of the Landlord and Tenant Act 1954 in respect of the tenancy created by this Licence;

9.5.2.2 on 2008 the [JV Co] [ ] as the authorised agent of the JV CO] made a statutory declaration substantially in the form set out in paragraph 8 of Licence 2 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003;

9.5.2.3 the Authority and the JV Co agree that the provisions of Sections 24 to 28 of the Landlord and Tenant Act 1954 shall not apply to the tenancy created by this Licence;

9.5.2.4 the JV Co further confirms that where the Declaration was made by a person other than the JV Co the declarant was duly

authorised by the JV Co to make the Declaration on the JV Co's behalf

## **10. DECLARATIONS**

The Authority and JV Co agree and declare as follows:

- 10.1 the Licence created hereby is personal to the Authority and JV Co;
- 10.2 the Authority does not intend to grant or the JV Co to take a tenancy of the Space;
- 10.3 the terms of this Licence are the full terms agreed between the parties and the JV Co has not been induced to enter into this Licence by any representation or warranty made by or on behalf of the Authority save as set out herein or via written communication between the parties;
- 10.4 any merchandise or fittings not removed by the JV Co within one week of vacating the Space on quitting shall become the property of the Authority;
- 10.5 where the JV Co is more than one person any obligations entered into by the JV Co are deemed to be joint and several;
- 10.6 wherever reference is made in the MSDC to Schedule 9 this Licence shall be regarded as a substitute for and replacement of Schedule 9 of the MSDC; and
- 10.7 the insurance risk allocation between the Authority and JV Co is set out in the Risks Register.

## Appendix 1

### Authority Premises

The following will form the basis for calculating the Fee:

1. The Authority Premises together with indicative rentals for the floorspace occupied by JV Co of each building (subject to paragraph 2 of this Appendix) are as follows:

	Rentals	Floorspace (sq. metres)
Deane House, Belvedere Road, Taunton	£218,340	1,654
Fore Street, Wellington	£5,800	47
DLO Depot	£1,000	20

2. In this Appendix:

**"Accountant"** means a Fellow of the Institute of Chartered Accountants of England and Wales nominated by the President for the time being of that Institute on the application of either the Authority or the JV Co who shall act as an expert and whose fees shall be paid equally by the Authority and the JV Co;

**"Index"** means the General Index of Retail Prices (All Items) published by the Office for National Statistics or any successor;

**"Review Date"** means the anniversary of this Licence in every year;

3. Each and every indicative rental figure set out in paragraph 1 of this Appendix ("the indicative rental figures") shall be increased on each Review Date to the indicative rental figures per annum calculated by multiplying the indicative rental figures due on the day prior to the relevant Review Date by the sum of A divided by B where:

"A" is the Index for the month preceding the relevant Review Date; and

"B" is the Index for the month preceding the date of this Licence.

4. If the basis of computation of the Index is changed then:-

- 4.1 if the Office for National Statistics (or successor) shall publish any official method of reconciliation between the two bases of computation the parties shall adopt that method of reconciliation;
  - 4.2 in any other case the parties shall adopt a method of reconciliation determined by the Accountant so as to ensure that the indicative rental figures shall be increased as closely as possible by the general level of retail prices.
5. If publication of the Index is permanently discontinued an alternative method of increasing the indicative rental figures shall be agreed between the Authority and JV Co so as to ensure that the indicative rental figures shall be increased as closely as possible by the general level of retail prices and any dispute as to such method shall be referred to the Accountant for determination.

## Appendix 2

### Authority's buildings plans

Plans attached of the buildings listed in Appendix 1

### Appendix 3

Tables of floorspace for the areas occupied by JVCo staff (at November 2006) for the  
buildings listed in Appendix 1

NOT USED

## Appendix 4

### Internal Moves



## Appendix 5

### Risks Register

**The Common Seal of** )

**TAUNTON DEANE BOROUGH COUNCIL** )

**was hereunto affixed in the presence of** )

Chief Solicitor

Executed and delivered as a deed for and on behalf of )

**SOUTH WEST ONE LIMITED** )

In the presence of )

Director : name .....

signature .....

[Director][Secretary] : name .....

signature .....

Any signatures on this document are conditional upon the document being dated by or under the authority of the signatories' solicitor

**Dated**

**2008**

**(1) TAUNTON DEANE BOROUGH COUNCIL**

**(2) SOUTH WEST ONE LIMITED**

**Licence**

relating to

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