

DATE 2015

BETWEEN:

- (1) **THE OFFICE OF THE POLICE AND CRIME COMMISSIONER FOR DURHAM** of Police and Crime Commissioners Office, County Hall, Durham DH1 5UL (the "Licensor").

- (2) **COUNTY DURHAM AND DARLINGTON FIRE AND RESCUE AUTHORITY** of CDDFRS Headquarters, Belmont Business Park, Durham, DH1 1TW (the "Licensee")

IT IS AGREED AS FOLLOWS:

1. Definitions

In this licence the following definitions apply:

- | | |
|-------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| "Asbestos Regulations" | means the Control of Asbestos Regulations 2012 |
| "Insurers" | means the person with whom the Premises are for the time being insured; |
| "Lease" | means a lease of the Premises to be signed on the basis of terms set out in an email dated 17 th September 2015 from Marie Latcham (on behalf of the PCC, to be Lessor) to Andy Bruce (on behalf of the Fire and rescue Service, to be Lessee) and any document supplemental to or varying such lease |
| "Licensor" | means the first party to this licence and its successors in title; |

“Premises”	means Police Station Harmire Road Barnard Castle DL12 8DJ and for the avoidance of doubt, for the purposes of this Licence only the “Premises” shall include the land identified on the attached plan and this Licence does not operate as a demise of such land;
“Licensee”	means the second party to this licence and its successors in title;
“Term”	the licence is effective from 9:00 hours 4 th November 2015 until 23:59 hours 18 th November 2015
“Works”	means the external works as more particularly described in the plans and specification in the schedule to this licence.

2. Interpretation

- 2.1. The clause headings are for reference only and do not affect the construction of this licence.
- 2.2. Obligations owed by or to more than one person are owed by or to them jointly and severally.
- 2.3. Unless otherwise specified a reference to legislation (including subordinate legislation) is to that legislation as consolidated amended or re-enacted from time to time and includes all orders regulations consents licences notices bye-laws and codes of practice made or granted under such legislation.

2.4. A reference to a person includes an individual a corporation company firm or partnership or government body or agency whether or not legally capable of holding land.

2.5. Words importing one gender include all other genders and words importing the singular include the plural and vice versa.

2.6. Unless otherwise stated a reference to a clause or schedule is to a clause or schedule of this licence and a clause includes a sub-clause.

3. Licence to Carry Out the Works

3.1. The Licensor consents to the Licensee carrying out the Works on the terms of this licence.

3.2. The covenants and agreements on the part of the Licensee in this licence are entered into by it in consideration of the Licensor giving its consent to the Works.

3.3. If the Works have not taken place during the Term of this licence the consent given by the Licensor in clause 3.1 will lapse and become void but without prejudice to the other provisions of this licence.

4. The Works

4.1. Obligations before commencement of the Works.

The Licensee covenants with the Licensor that before beginning the Works it shall:

4.1.1. apply for obtain and send the Licensor a copy of all necessary consents of any other person or competent authority in relation to the Works; and

4.1.2. obtain the Licensor's written approval of all such consents (such approval not to be unreasonably withheld); and

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4.1.3. The Licensee shall comply in all respects with the Asbestos Regulations (if applicable) and the Asbestos Regulations shall apply to the Premises after the Works have been carried out.

4.2. Obligations During the Carrying Out of the Works

4.2.1. The Licensee covenants with the Licensor that it shall carry out and complete the Works:

- (a) expeditiously and in any event shall complete them within the Term of this Licence;
- (b) in a good and workmanlike manner with new proper and good quality materials;
- (c) in accordance in all respects with all legal requirements and the terms of all consents;
- (d) in compliance with the reasonable directions of the Licensor's professional advisers (if required by the Licensor) and of the Insurers;
- (e) to the reasonable satisfaction of the Licensor any superior Licensor the Insurers any competent authority and any other person whose consent to or approval of the Works is required;
- (f) in a manner so as to cause as little inconvenience and annoyance as reasonably possible to the Licensor any superior Licensor and the owners and occupiers of adjoining or neighbouring property;
- (g) to use best endeavour to ensure that no adjoining or neighbouring property becomes unsafe; and
- (h) at its sole risk.

4.2.2. The Licensee further covenants with the Licensor to:

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- (a) effect and/or procure that any person carrying out the Works effects such insurance in respect thereof as the Licensor may require;
- (b) pay any charge or levy lawfully imposed by any person or any competent authority in respect of the Works;
- (c) permit the Licensor and all others authorised by it to inspect the Works both while they are being carried out and on their completion with prior consent with the Licensee and under supervision;
- (d) make good to the Licensor's entire satisfaction any damage arising out of or incidental to the carrying out or completion of the Works;
- (e) notify the Licensor as soon as practicable of the date of completion of the Works; and
- (f) provide the Licensor on reasonable request being made with copies of all notices correspondence and documentation whatsoever relating to the Works and with such other evidence as the Licensor may reasonably require to satisfy itself that the terms of this licence are being or have been complied with;

4.3. Obligations following completion of the Works

4.3.1. On completion of the Works the Licensee's obligations contained in the lease shall apply to the Premises in their then altered state.

4.3.2. Unless the Licensor otherwise directs the Licensee shall before the expiry or sooner determination of the Term carry out any works stipulated to be carried out by a date subsequent to such expiry or sooner determination as a condition of any planning or other permission granted in respect of the Works.

4.3.3. The provisions of **clauses 4.1 to 4.3 inclusive** shall apply to any works to be carried out under this **clause 4.4** as they apply to the Works.

4.4. General

4.4.1. The Licensee is under no obligation to the Licensor to execute the Works but should the Licensee do so then the provisions of this **clause 4** of this licence shall govern such execution.

4.4.2. The Works will be disregarded for the purposes of any review of rent under the provision of the lease and (in any event) any obligation to remove the Works and to reinstate and any further works which may be required by **clause 4.4.3** shall be disregarded for the purposes of any review of rent under the provisions of the Lease.

4.4.3. If the Licensee at any time fails to comply with any of its obligations in this licence:

- (a) the Licensor may (but without prejudice to any other rights of the Licensor) enter the Premises during or after the Term (without being liable for any damage caused) to complete the Works or the reinstatement of the Premises or other works required under **clause 4.4.3** (in any case in whole or part) at the expense of the Licensee, but the Licensor will not do so without serving notice of its intention to do so, specifying the Licensees failure to comply with its obligations and give the Licensee 21 days to rectify the failure; and
- (b) the Licensee shall pay to the Licensor all fees costs and expenses incurred by the Licensor which if not paid shall be recoverable by the Licensor as a debt.

4.4.4. The Licensee covenants to pay to the Licensor any increased or

additional premium which the Insurers or the insurers of any adjoining or neighbouring property may require by reason of the carrying out or completion of any works permitted or required by this licence.

- 4.4.5. All works permitted or required by this Licence shall be carried out subject to all rights of the owners and occupiers of adjoining or neighbouring properties

4.5. Indemnity

The Licensee covenants with the Licensor to indemnify the Licensor against all actions losses liabilities costs damages and expenses resulting (either directly or indirectly) from:

- 4.5.1. the state and condition of the Premises during and after the carrying out of any works permitted or required by this licence;
or
- 4.5.2. the carrying out of any works permitted or required by this licence; or
- 4.5.3. any breach of or non-compliance with any of the terms of this licence.

5. Costs

The Licensee covenants with the Licensor to pay to the Licensor on demand an amount equal to the costs fees charges and expenses (on an indemnity basis) of the Licensor and any superior Landlord and any mortgagee (including without limitation such costs fees charges and expenses of their respective professional advisers) relating to this licence (even if this consent lapses) and all matters arising from it together with:

- 5.1. The value added tax chargeable on any taxable supply arising in accordance with the grant of this licence (as a result of the Licensor having made an election to waive exemption or otherwise) and/or as the case may be.

5.2. An amount equal to any input value added tax incurred by the Licensor on such costs fees charges and expenses which the Licensor cannot recover.

6. General

6.1. This licence is supplemental to the Lease

6.2. No relationship of landlord and tenant is created by the Licensor and Licensee by this Licence.

6.3. Neither this licence nor the carrying out of the Works will release or lessen the liability under the Lease of the Licensee or any other person whether before or after the date of this licence.

6.4. Any breach of the terms of this licence will give rise to a right of re-entry under the Lease.

6.5.

6.5.1. The Licensee acknowledges that no partnership or agency relationship exists between the Licensor and the Licensee in relation to the Works or is created by or in consequence of the execution of the Works or this licence or otherwise.

6.5.2. It is further expressly agreed that the Licensor shall have no liability whatsoever in respect of the design execution or existence of the Works and no representation or warranty is given as to their quality suitability or fitness for purpose.

6.6. Unless expressly stated nothing in this licence will create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999.

THE SCHEDULE

1. Erection of a 'General Purpose' independent access scaffold with a Ubix Roof System
2. Installation of guttering to Ubix Roof System to link into existing drainage
3. Electricity power supply for localised heating to garages connected to distribution board and fit a sub-meter
4. Electricity power supply for charging fire trucks
5. Installation of timber partition with doorway between wash bay and garage area

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THIS LICENCE has been entered into on the date stated at the beginning of it)

SIGNED by

for and on behalf of the Office of the Police and)

Crime Commissioner for Durham)

in the presence of:

W Signature: Ronald Hogg

I Name: RONALD HOGG

T Address: COUNTY HALL

N DURHAM

E DHL 5UL

S

S Occupation: POLICE + CRIME COMMISSIONER.

Ron
please
sign

SIGNED by)

for and on behalf of Durham and) [Signature]

Darlington Fire SARAH NATTRASS

and Rescue Authority

in the presence of:

W Signature: [Signature]

I Name: ANTHONY J. HOPE

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Address: FIRE SERVICE H.Q.,.....

DURHAM.....

.....

.....

Occupation: TREASURER.....

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DATED _____ **2015**

**THE OFFICE OF THE POLICE AND CRIME COMMISSIONER FOR
DURHAM
and
COUNTY DURHAM AND DARLINGTON FIRE AND RESCUE AUTHORITY**

**Licence for Alterations
relating to**

**Barnard Castle Police Station Harmire Road Barnard Castle County
Durham DL128DJ**

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