

Appendix C

DATED 24 February 2020

**THE COUNCIL OF THE CITY
AND COUNTY OF SWANSEA**

- to -

**XXXXX
MANAGEMENT COMMITTEE**

LICENCE
relating to

XXXXXX
Building

Head of Cultural Services
Guildhall
Swansea
SA1 4PE

Ref. CMB DRC-17

THIS LICENCE is made the XX day of XXXXX **BETWEEN THE COUNCIL OF THE CITY AND COUNTY OF SWANSEA** acting by its Head of Cultural Services of Guildhall in the City and County of Swansea SA1 4PE (“the Council”) of the one part and XXXXXXXXX COMMUNITY BUILDING MANAGEMENT COMMITTEE acting by its Chair Person Secretary and Treasurer as duly authorised by resolution of the Management Committee to sign on its behalf (“the Management Committee”)

DEFINITIONS

In this agreement:

“the Community Building” means the XXXXXX Community Building the Management Committee and all members of the Community Building

“the Licence” means all the provisions of this agreement

“the Premises” means ALL THAT Community Building known as XXXXXX Community Building situate at XXXXXX in the City and County of Swansea which premises are shown for the purposes of identification shown edged red on the attached plan.

BACKGROUND

- 1 The Council owns the freehold interest in the Premises and wishes the Management Committee to run them as a Community Building for the benefit of local residents in accordance with the Constitution of the Community Building as set out in the Schedule hereto
- 2 This Licence is granted on the understanding that the Council requires use of the Premises from time to time for the purposes of its other leisure and community functions.

OPERATIVE SECTION

1 Extent of the Licence

1.1 The Council permits the Community Building to use the Premises to run them as a Community Building subject to the provisions of clause 1.2 below

1.2 The Management Committee's possession of the Premises shall not be exclusive and the Council may use the Premises for the following purposes:-

- (a) as a polling station when required for all local general and European elections
- (b) for community activities organised by the Council
- (c) for such other purposes as may be required by the Council to carry out its functions

1.3 Where the Council uses the Premises as provided under sub-clause 1.2 above it shall contribute a fair proportion of the outgoings in respect of such period of use which are otherwise payable by the Management Committee under clause 3.3 below

2 Licence Period

2.1 The Licence shall be for a period of one year ending on the XXXXX and shall thereafter continue from year to year unless ended earlier under the provisions of this Licence

- 2.2 The Licence may be ended by three months' notice in writing by the Management Committee to the Council
- 2.3 The Licence may be ended immediately by notice by the Council to the Management Committee if the Management Committee do not comply with their obligations under the Licence the Council having given them 28 days' written notice specifying the non-compliance and requiring it to be remedied
- 2.4 The Licence may be ended by three months' notice in writing by the Council to the Management Committee
- 2.5 The Licence shall not terminate as a result of changes to the individual members of the Management Committee and if either or all the Chair Person Secretary and Treasurer are replaced then their successors shall be deemed to accept the benefits and obligations of the Licence instead of the Chair Person Secretary and Treasurer so replaced

3 The Management Committee's obligation in respect of the Premises

The Management Committee agree as follows:-

- 3.1 To use the Premises only in accordance with the objects and rules of the Community Building and its constitution
- 3.2 Not to allow the Premises to be used in a way which causes or might be expected to cause nuisance or annoyance or disturbance to anybody

- 3.3 To pay for **non-domestic rates, water rates, electricity, gas, refuse collection** and any other outgoings in respect of the Premises (except those which the Council has agreed to meet under clause 4 below) and subject to the Council's contribution under clause 1.3 above
- 3.4 To keep the Premises clean and to maintain and repair the internal decorations furniture equipment fixtures and fittings and to replace the same where necessary
- 3.5 Not to make any alterations or additions to the Premises without the written consent of the Council and not to interfere in any way with the services or wiring or any other system in or to the Premises without the written consent of the Council. Any building, mechanical or electrical work at the facility using an External Contractor will require the completion of a Landlords Consent Form
- 3.6 To comply with planning and all other statutory requirements in respect of the Premises
- 3.7 To obtain and pay for all licences which may be required for the use of the Premises
- 3.8.1 To arrange public liability insurance with a minimum limit of indemnity of five million pounds (£5,000,000) in respect of the use of the Premises as provided by this Licence and the usual activities of the Management Committee and the Community Building and any specific matters which the Council shall notify in writing to the Management Committee from time to time
- 3.8.2 For the avoidance of doubt if any claim is made against the Management Committee for which they are not

insured or for which the insurance cover is inadequate then the Council will accept liability for such claims unless that claim has arisen because of:-

- (a) the dishonesty or fraud of the Management Committee or any of its members or
- (b) the insurance having been made void because of the actions of the Management Committee or any of its members or the failure of the Management Committee or its members to carry out a specific requirement or requirements of the insurance company providing such insurance

3.9 To seek the agreement of the Council in writing prior to carrying out any decoration to the exterior of the Premises

3.10 To inform the Council in writing within 30 days of any change to the officers or members of the Management Committee with details of such change

3.11 Not to grant any licence or share occupation of the Premises in whole or in part without the consent in writing of the Council

3.12 Not to assign the benefit of this Licence

3.13 To comply with all provisions of the Equality Act 2010 and Welsh Language (Wales) Measure 2011 and all amendments and modifications thereof, together with all appropriate health and safety legislation

3.14 Not to allow any member of the Management Committee to rent space from the Management Committee unless for a shorter period than two hours in any one year

4 **The Council's obligations in respect of the Premises**

4.1 To repair and maintain the structure and exterior of the building on the Premises so as to be wind and water tight and to keep in good repair the heating ventilation systems and electrical circuitry in the building and to be responsible for the internal pipework and plumbing systems, within Council criteria ;

- ***Urgent works that will prevent immediate closure of premises***
- ***Address an immediate high risk to the health & safety of the occupants***
- ***Remedy a serious breach of legislation***

4.2 To maintain the parts of the Premises which are external to the building in no worse a condition than at the commencement of this Licence

4.3 To insure the Premises against fire and associated risks as it deems necessary

4.4. To meet the cost of the installation and maintenance of fire fighting equipment at the Premises

5 **Affairs of the Management Committee**

5.1 The Management Committee shall produce to the Council by the first day of September of each year (or on demand) copies of their audited accounts and constitution

in respect of the previous year together with copies of all licences and public liability insurance

- 5.2 The Management Committee may retain any income arising from the use and operation by them of the Premises
- 5.3 The Council's officer and Elected Member representative may attend (but not vote) at meetings of the Management Committee
- 5.4 The Leader of the Council will nominate one Elected Member to be co-opted to the Management Committee

6 General Provisions

- 6.1 Any notice required to be served by the Licence shall be sufficiently served if in writing and:-
 - a) if by the Management Committee it is addressed to the Head of Cultural Services and delivered to Guildhall Swansea and
 - b) if by the Council to the Management Committee it is addressed to the Chair Person Secretary or Treasurer of the Management Committee and delivered to the Premises
- 6.2 The Licence constitutes the whole agreement and understanding of the parties as to its subject matter and there are no provisions terms conditions or obligations whether oral or written express or implied other than those contained or referred to in the Licence

AS WITNESS the hands of the parties the day and year first before
written

**The Schedule
(Constitution)**

SIGNED as a **DEED** on behalf of
**THE COUNCIL OF THE CITY
AND COUNTY OF SWANSEA**

Head of Cultural Services
Authorised Signatory

SIGNED as a **DEED** on behalf of
[]
**COMMUNITY BUILDING
MANAGEMENT COMMITTEE** by

.....

Chair Person

.....

Secretary

.....

Treasurer