

HANHAM COMMUNITY CENTRE

A Charitable Incorporated Organisation - Charity No. 1152575

OCCUPATIONAL **LICENCE**

2nd April 2016

V1.1

Approved by Board of Trustees – 2nd April 2016

Revalidated: NA

Approved on behalf of Board of Trustees

Signed:

Signed:

AMMENDMENTS

Version	Date	Author	Comments
0.1	Jan 16	FM	Initial Draft
0.2	Feb 16	KL	Comments and proposed revisions
0.3	2 Mar 16	JD/KL	CM Solicitor amendments and updates
1.0	7 Mar 16	JD/KL	Final amendments and BOT approval
1.1	2 Apr 16	KL	Company number added

CONTENT

PARTIES	1
OPERATIONAL PROVISIONS	
1 Definitions and Interpretation	1
2 Licence and Licence Fee	2
3 Licensee's Covenants	2
4 Licensor' Covenants	5
5 Termination	5
6 No Warranty or Liability	5
7 Non-Exclusive Occupation	6
8 Notices	6
9 Formal Documentation	6
10 Arbitration	7
SCHEDULE 1	
1 Property	8
2 Designated Areas and Areas of Permitted Use	8
3 Permitted Hours	8
4 Licence Fee	9
5 Insured Risk	9
ANNEX A – Designated Areas:	
Building Drawing – Community Centre	10
Building Drawing – Sports Ground	11

OCCUPATIONAL LICENCE

Dated: 2nd April 2016

PARTIES:

- (1) **Hanham Community Centre**, a charity incorporated organisation (CIO), with registration number 1152575 whose principal office is at 118-124 High Street, Hanham, Bristol BS15 3EJ (hereinafter called “Licensor”).
- (2) **Hanham Community Centre (Bar and Trading Services) Ltd**, a company incorporated in England and Wales with registration number 10098971 whose registered office is at 118-124 High Street Hanham Bristol BS15 3EJ (hereinafter called “Licensee”).

OPERATIONAL PROVISIONS

1 Definitions and Interpretation

In this Licence the following terms shall, except so far as the context otherwise requires, have the following meanings:

- | | |
|--------------------|--|
| “Accessways” | means such roads, paths, entrance hall, corridors, lifts, staircases, landings and other means of access in or upon the Property and use of which is necessary for obtaining access to and egress from the designated areas as the Licensor may from time to time reasonably specify on 7 days notice to the Licensee; |
| “Designated Areas” | means those areas of the Properties described in the Schedule hereto and as set out in the attached drawing (Annex A); |
| “License Fee” | means £24,000 a year payable by the Licensee in monthly instalments; for the services defined and communicated to the Licensee through this agreement; |
| “Licence Period” | means the annual period from 1 st April 2016 to 31 st March 2017; |
| “Permitted Hours” | means the hours described in the Schedule hereto; |
| “Permitted Use” | means the operation of a bar/café and ancillary facilities; |
| “Properties” | means the properties described in the Schedule hereto which include the Designated Areas. |

2 Licence and Licence Fee

- 2.1 The Licensor hereby grants to the Licensee a licence to use the Designated Areas and the facilities and services more particularly described in the Schedule (or such other areas and facilities and services as the Licensor may from time to time designate) for the License Period for the Licensee to use during the Permitted Hours for the Permitted Use.
- 2.2 The parties may extend or renew the License Period for such period or periods as they may from time to time agree in writing.
- 2.3 The Licence Fee shall be payable on the first day of each month. The first payment shall be a proportion of the Licence Fee if this Licence does not commence on the first day of the month and shall be payable forthwith. If this Licence is determined by notice in accordance with Clause 5 and the notice does not expire on the last day of the month the payment for that month shall be a proportion of the Licence Fee.

3 Licensee's Covenants

The Licensee agrees with the Licensor as follows:

- 3.1 To pay the Licence Fee without any withholdings or deductions whether the same be demanded or not;
- 3.2 To reimburse the Licensor on demand for a due proportion (as determined by the Licensor in its sole discretion) of:
- 3.2.1 such sums as the Licensor may from time to time in discharging the premiums payable in respect of insurance policies from time to time effected by the Licensor for insuring the Properties against the insured risks (if any) detailed in the Schedule;
 - 3.2.2 all expenditure incurred by the Licensor in relation to services provided to the Designated Areas, including maintenance, repair, renewal, cleaning, lighting, decorating, security, provision of plant and equipment, compliance with statute, employment of staff, provision of electricity, water and other utilities; as well as general management and administration costs (e.g. PRS fees);
 - 3.2.3 all expenditure incurred by the Licensor in procuring the remedy of any breach of any obligation of the Licensee under this Licence;
 - 3.2.4 any rates paid by the Licensor in respect of the Designated Areas;

All sums payable under this Licence, including the Licence Fee, are exclusive of Value Added Tax, which, if payable, is payable in addition in return for a valid Value Added Tax invoice;

- 3.3 Not to make any alteration or addition to any part of the Designated Areas or to any fixtures and fittings therein contained without the prior written consent of the Licensor;
- 3.4 Not to exhibit any advertisement, signboard, nameplate, inscription, flag, banner, placard or poster on any part of the Property except with the prior written consent of the Licensor;
- 3.5 So to conduct its activities and to ensure that this Licence is so exercised as not in any way to interfere with or adversely affect the enjoyment of the Property by the Licensor or others licensed by the Licensor;
- 3.6 Not to assign the benefit of this licence or sub-licence or share possession with anyone of any part of the Designated Areas;
- 3.7 To ensure all serving bar staff are appropriately trained and are authorised to sell alcohol by the Licensor's appointed Designated Premises Supervisor;
- 3.8 To keep the Designated Areas and Accessways unobstructed, clean and tidy and clear of rubbish;
- 3.9 To take reasonable care of the Designated Areas and all fittings and fixtures therein contained and not remove them or any part of them from the Designated Areas without the prior written consent of the Licensor;
- 3.10 To make good and pay for all damage (including accidental damage) caused to any part of the Designated Areas and the Accessways or to any of the fixtures and fittings therein contained by its visitors/guests, employees, servants, agents or similar persons;
- 3.11 Not to do or permit or suffer to be done anything which would or might constitute a breach of any statutory requirement, by-law or regulation affecting the Designated Areas or which would or might vitiate in whole or in part any insurance effected on the Properties by the Licensor from time to time or increase the rate of premium of such insurance;
- 3.12 Not to use or permit the Designated Areas to be used for any illegal purposes particularly drug taking;
- 3.13 Not to store or to bring onto the Properties any articles of a specially combustible, inflammable or dangerous nature or of an illegal nature;
- 3.14 Not to impede in any way the officers, servants or agents of the Licensor in the exercise of the Licensor's rights of possession and control of the Designated Areas;
- 3.15 On the termination of this Licence to vacate immediately the Designated Areas and to leave the Designated Areas in a clean and tidy condition;
- 3.16 To insure itself against third party claims against the Licensee in a sum of not less than £5 million in respect of death of or injury to any person or persons and/or damage to

property movable or unmovable arising from the condition of the Designated Area(s) or the user thereof and to produce on request to the Licensor the receipt for the current year's premium or premiums;

3.17 To keep the Licensor and all those authorised by it to use the Designated Areas or any part thereof indemnified against all liability, damage, loss and injury and costs and expenses of every description which may occur to or affect the Licensor or such other persons as aforesaid or its or their property arising from or through:

(a) the exercise of this Licence by the Licensee or by any persons authorised by the Licensee including any persons invited by the Licensee or;

(b) the non-observance of any of the terms of this Licence however expressed or implied. The Licensee agrees to report to the Licensor the trading, pricing and operational hours on a bi-monthly basis or as agreed between the parties;

3.18 To report to the Licensor in an agreed format:

(a) each month its monthly trading position and stock levels;

(b) on a quarterly basis its pricing and operational hours;

3.19 In consultation with the Licensor, on a quarterly basis to arrange for stock checking to be carried out by persons appointed by the Licensor;

3.20 To observe all such reasonable policies, rules, regulations and procedures made by the Licensor (such as Rules of the Building);

3.21 To comply fully with Health and Safety legislation;

3.22 To conduct its business in such a manner as to enable the Licensor to maintain in force its registrations and its licence for the sale and supply of alcohol and to register and maintain in force its registration and its licence for the gaming machines with all appropriate local and other statutory authorities and to comply at all times with the terms and conditions of such registrations and legislation relating thereto;

3.23 The Licensee shall be responsible for:

(a) Unlocking and locking the Designated Area(s) (and each of the Properties where appropriate) at the beginning and end of each use;

(b) The turning on and off of lighting to the Designated Area(s);

(c) The security of the Designated Area(s) and the re-setting of the alarm system where appropriate;

(d) The behaviour of all persons using the Designated Area(s) whatever their capacity and for ensuring the persons leaving the Designated Area(s) during or following

each session shall do so in an orderly manner and in such a way as not to cause nuisance or annoyance to other users of the Designated Area(s) or owners or occupiers of nearby premises;

3.24 The Licensee shall operate the sports ground bar in accordance with the conditions of the Premises Licence, and will operate the bar at times agreed with the Licensor. The Licensee may engage members of the Community Centre as volunteer bar staff.

4 Licensor's Covenants

The Licensor agree with the Licensees as follows:

4.1 To provide adequate heating and lighting in the Designated Areas;

4.2 To repair, maintain and decorate the Designated Areas;

4.3 To work with the Licensee to consider improvements and developments to the Properties and Designated Areas, accepting such improvements would be either chargeable or jointly funded and that any such improvements remain the property of the Licensor.

5 Termination

This Licence may be terminated by:

5.1 The Licensor by not less than one month's notice to the Licensee:

5.1.1 If at any time the Licence Fee or any other payment payable hereunder is unpaid for 21 days after becoming due (whether demanded or not);

5.1.2 If the Licensee shall have failed for a period of 14 days to remedy any breach (capable of remedy) of any of the agreements, stipulations and conditions herein contained after being required to remedy the same by notice in writing from the Licensor specifying the breach and requiring the same to be remedied;

5.1.3 On any breach by the Licensee of the agreements stipulations and conditions herein contained which is in the opinion of the Licensor is incapable of being remedied and is stated to be so in the notice given by the Licensor;

5.2 By either party giving to the other not less than 2 months notice in writing to that effect.

6 No Warranty or Liability

6.1 The Licensor give no warranty that the Designated Areas are legally or physically fit for the Permitted Use.

6.2 The Licensor shall not be liable for the death or injury to any person or for damage to any property of or for any losses, claims, demands, actions, proceedings, damages, costs or

expenses or other liability incurred by the Licensee in the exercise or purported exercise of the rights granted by Clause 2 except where caused by the fault of the Licensor, its servants or agents.

7 Non-Exclusive Occupation

It is hereby agreed between the parties that:

- 7.1 This Licence constitutes a licence and confers no tenancy or other interest in land upon the Licensee;
- 7.2 The licence hereby granted shall be exercised by the Licensee in common with the Licensor and all other persons now or hereafter authorised by the Licensor to use any part of the Properties and facilities and services affected by this Licence and the Licensor shall at all times have full and free rights of possession and management and control of the Designated Areas; and
- 7.3 The Licensee shall not at any time or in any manner do any act which may impede the Licensor or any person authorised by the Licensor in the exercise of the Licensor's rights.

8 Notices

- 8.1 Any notice to be given under this Licence shall either be delivered personally or sent by first class recorded delivery post. The address for service of each party shall be the address stated herein or any other address for service previously notified by one party to the other or (in the absence of any such notification) their last known address. A notice shall be deemed to have been served as follows:
 - 8.1.1 if personally delivered, at the time of delivery;
 - 8.1.2 if posted, at the expiration of 48 hours after the envelope containing the same was delivered into the custody of the postal authorities.
- 8.2 In proving such service it shall be sufficient to prove that personal delivery was made, or that the envelope containing such notice was properly addressed and delivered into the custody office of the postal authority as a pre-paid first class recorded delivery letter.

9 Formal Documentation

- 9.1 No change to the Licence will be binding on any party unless it is in writing and signed by each party.
- 9.2 This Licence represents the entire agreement between the Parties relating to the Licence of the Designated Areas and supersedes any previous agreements between the parties relating to it. Neither of the parties has been induced to enter into the Licence on account of any prior warranties or representations made which are not embodied in the Licence and no

representation, warranty or undertaking of any description in respect of the Properties, whether in relation to title, state of repair, compliance with statutes or other matters, the existence of local authority or other proposals or orders, or otherwise, is given in the Licence except insofar (if at all) as expressly stated in the Licence.

10 Arbitration

If at any time hereafter any dispute doubt or question shall arise between the Licensor and the Licence touching the construction meaning or effect of this Licence or any clause or thing herein contained or their respective rights or liabilities under these presents or otherwise in relation to the Properties then every such dispute doubt or question shall be referred to the arbitration or decision of an independent person to be determined by the parties and this Clause shall be deemed to be a submission to arbitration within the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force.

IN WITNESS this Licence has been executed and has been delivered upon its dating.

SIGNED by
For and on behalf of the Licensor

.....

SIGNED by
For and on behalf of the Licensee

SCHEDULE

1 Properties

The Properties are known as:

Hanham Community Centre, High St, Hanham Bristol, BS15 3EJ

Hanham Community Centre Sports Ground, Abbots Road, Hanham, Bristol BS15 3NQ

2 Designated Areas and Areas of Permitted Use

- (a) The Designated Areas are the three centre bars, sports ground bar and associated cellars and storage, together with the designated space in front of the bar counters;
- (b) In addition to the Designated Areas, the Licensor further permits the use of other areas to be agreed by the Licensor for the purposes of the visitors to the Community Centre bars;
- (c) The Licensor further permits the Licensee to maintain within the Designated Areas, in positions and numbers to be agreed by the Licensor, gaming machines, pool tables and other equipment as agreed;
- (d) The Licensor further permits the Licensee to access the Designated Areas ‘out-of-hours’ when the centre is closed. This shall be only to ‘permitted’ representatives of the Licensee agreed (in writing) by the Licensor. Such persons must adhere to the Licensor’s procedures and guidelines on accessing and securing the Designated Areas.

3 Permitted Hours

The Licensee shall have the use of the Designated Areas for supply/consumption of food and alcoholic/non-alcoholic beverages in the centre bars, namely:

Monday to Wednesday:	11am – 11pm
Thursday:	11am – 12am (Midnight)
Friday & Saturday:	11am – 1am
Sunday:	11am – 11pm

The hours of normal opening within these hours to support activities and functions and the Lounge Bar shall be defined by the Licensor. The Lounge Bar will normally be open as follows:

Monday – Thursday:	7:30pm – 10:30pm
Friday & Saturday	7:30pm – 11:30pm
Sunday:	12pm – 2pm

there being extensions and/or alteration of opening hours requiring further use of these areas shall require the permission of the Licensor.

4 **Licence Fee**

The Licence Fee includes the provision by the Licensor of administration and cleaning services as agreed from time to time.

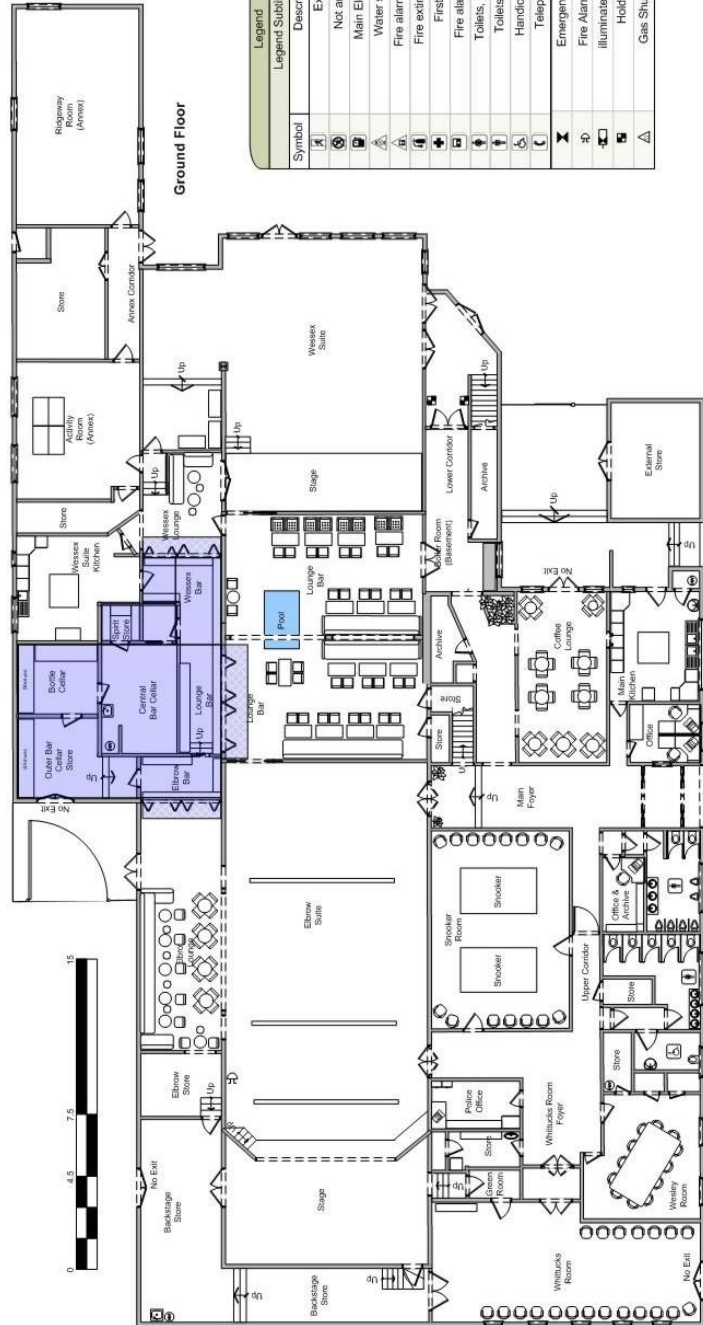
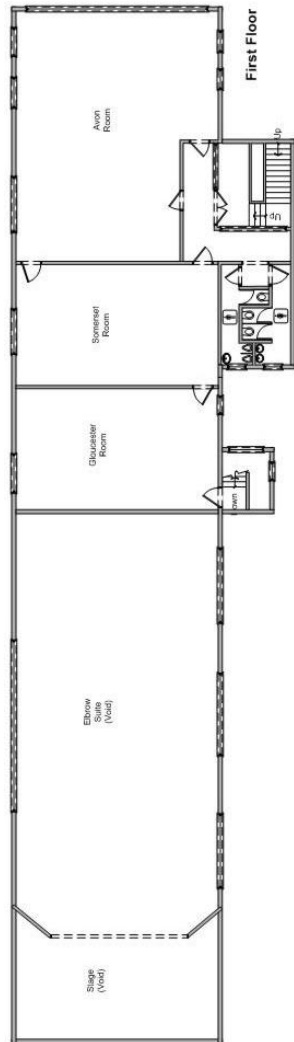
5 **Insured Risk**

(The insured risks referred to in Clause 3.2)

None.

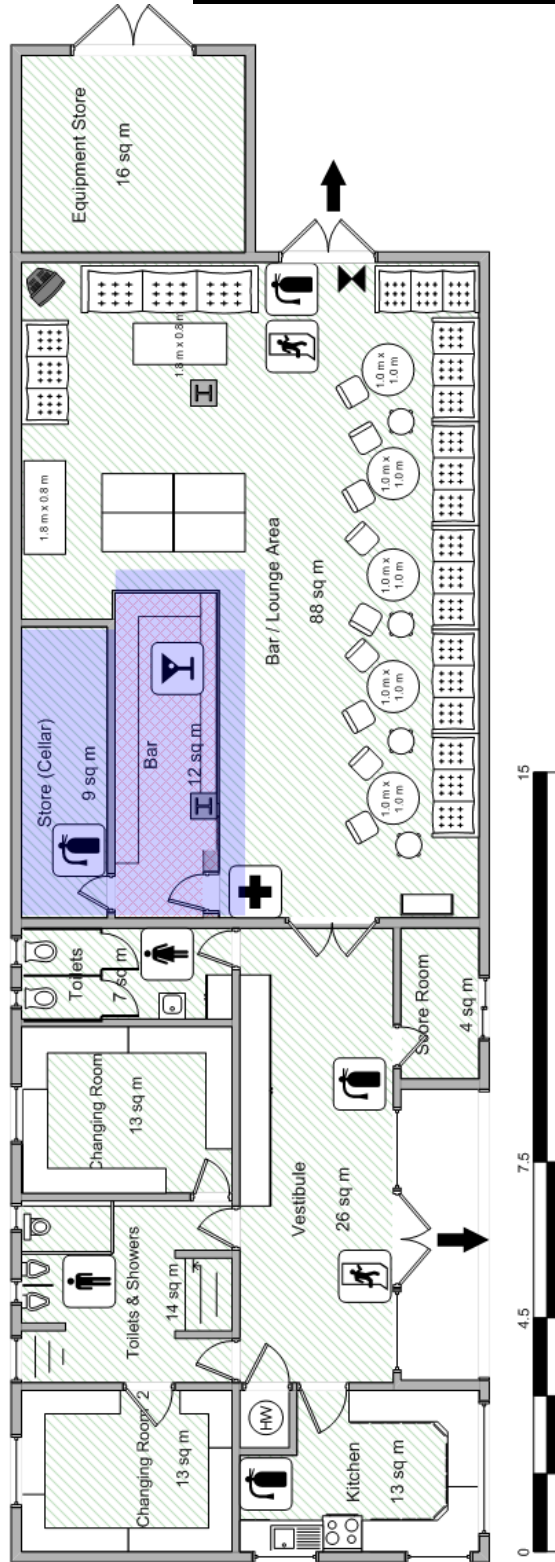
ANNEX A – Designated Areas Community Centre

Hanham Community Centre	
Title:	OL – Designated Area
Scale:	1:200
Author:	K M Lawrence
Ver:	2.3
	February 2016



Symbol	Legend	Subtitle	Description
[Exit symbol]	Exit		Exit
[Not an exit symbol]	Not an exit		Not an exit
[Main Electrical symbol]	Main Electrical		Main Electrical
[Water shutoff symbol]	Water shutoff		Water shutoff
[Fire alarm control symbol]	Fire alarm control		Fire alarm control
[Fire extinguisher symbol]	Fire extinguisher		Fire extinguisher
[First aid symbol]	First aid		First aid
[Fire alarm pull symbol]	Fire alarm pull		Fire alarm pull
[Toilets, women symbol]	Toilets, women		Toilets, women
[Toilets, men symbol]	Toilets, men		Toilets, men
[Handicapped symbol]	Handicapped		Handicapped
[Telephone symbol]	Telephone		Telephone
[Emergency Lighting symbol]	Emergency Lighting		Emergency Lighting
[Fire Alarm Sounder symbol]	Fire Alarm Sounder		Fire Alarm Sounder
[Illuminated Exit Sign symbol]	Illuminated Exit Sign		Illuminated Exit Sign
[Hold Open symbol]	Hold Open		Hold Open
[Gas Shut off Valve symbol]	Gas Shut off Valve		Gas Shut off Valve

Sports Ground



Legend		
Symbol	Count	Description
	4	Fire extinguisher
	1	Toilets, women
	1	Bar
	2	Evacuation route
	1	Toilets, men
	1	First aid
	2	Exit

SCALE: 1:100

Hanham Folk Centre
 Sports Ground Pavilion
 Plans Occupational Licence
 March 2016
 Version : 1.2