

# Licence



Property Services

**Licensee:** Petersfield Town Council, Heath Road, Petersfield GU31 4EA

**Property:** Petersfield Library, 27 The Square, Petersfield GU32 3HH

- 1 **Licensor:** Hampshire County Council of The Castle, Winchester SO23 9DA
- 2 **Licensee:** Petersfield Town Council, Heath Road, Petersfield, GU31 4EA
- 3 **Accommodation and Shared Facilities:** Is shown by the areas outlined pink on the attached plan, which includes:
- One work station on the main customer service desk.
  - Shared use of a workstation in the back office.
  - Two storage cupboards behind the main counter.
  - Leaflet display and storage.
  - Shared storage space under the stairs.
  - A retail display unit and carousels located in the public library area opposite the customer service desk.
  - Space for a small safe and drawers in the back office.
  - Use of a window display facing Sheep Street.

The Licensee will have shared use of the library staff kitchen and toilet facilities.

- 4 **Licence Period:** The Licence will be granted for a term of one year from 10<sup>th</sup> May 2018

- 5 **Licence Fee:** The Licence Fee payable will be £2,500 per annum for the duration of the Licence Period.

The Licence Fee is inclusive of the cost of supply and ongoing charges for the Accommodation in respect of the following: heating, lighting, electricity, wireless Internet facilities, business rates and regular cleaning services. No telephone or other IT services or equipment will be provided.

- 6 **Use and Access:** Use of the Accommodation is for the purposes of a Town Visitor Centre and associated services only.

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HCC Property Services, Three Minsters House, 76 High Street, Winchester, Hampshire, SO23 8UL  
t: 01962 847778 | f: 01962 841326 |  
[www.hants.gov.uk/propertyservices](http://www.hants.gov.uk/propertyservices)

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The Licensee agrees to use the Accommodation and Shared Facilities with due consideration to staff and other users of the Library.

Access to the Accommodation is to be taken from the main public entrance to the Library, through public areas. Licensee staff may also take access from the rear service entrance.

The Licensee may hold an access key to the rear service door, at the Library Manager's discretion.

The Accommodation may not be available to the Licensee or public on any scheduled 'Closure Days'. The Licensor will make a reasonable attempt to provide advanced notice in writing to the Licensor of any scheduled closures.

7 **Permitted Times of Use:**

Monday, Tuesday and Thursday: 08h30-17h30

Wednesday and Friday: 08h30-19h30

Saturday: 08h30-17h00

The Licensor reserves the right to change the Permitted Times of Use, subject to advance consultation with the Licensee.

8 **Repairs and Maintenance:**

The Licensee will keep the Accommodation, together with all fixtures and fittings in good repair and a clean and tidy condition.

The Licensor will be responsible for maintaining the building and those internal areas which do not form the responsibility of the Licensee.

9 **Alterations:**

No works, alterations or additions to the demised areas shall be undertaken to the Accommodation or the Property without the prior consent of the Licensor.

10 **Termination:**

The Licence will be determinable by either party upon the anniversary of the commencement of the Licence Period by giving three months notice and providing all outstanding arrears have been paid.

The Licensor reserves the right to terminate the Licence with immediate effect should the Licensee breach the terms of the Licence.

11 **Indemnity:**

The Licensee shall indemnify the Licensor against all claims for damages, loss, compensation and/or costs from third parties which may arise incidental to the Licensee's use and occupation of the Accommodation and Shared Facilities.

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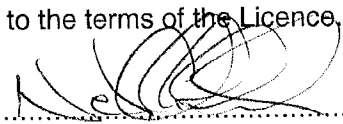


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- 12 **Damage:** The Licensee shall be responsible for any loss or damage caused to the Accommodation and Shared Facilities, the Property, the Licensor's furniture, fixtures, fittings and any other contents therein, as well as adjoining land and property, which is incidental to the Licensee's use of the Accommodation and Shared Facilities. This excludes fair wear and tear.
- 13 **Conduct:** The Licensee shall be responsible for the supervision of its staff, agents, visitors and any third parties on invitation from the Licensee, to ensure that appropriate conduct and behaviours is displayed at all times whilst within the Accommodation and the Property. The Licensor reserves the right to exclude any individuals or organisations from the property which it considers to be inappropriate, undesirable or disruptive.
- 14 **Alienation:** This Licence is personal to the Licensee and the Licensee cannot transfer, assign, sublet, or part with possession of the Accommodation to another party.
- 15 **Signs or Advertisements:** No signs or advertisements are to be displayed without the prior permission of the Library Manager (not to be unreasonably withheld within 14 working days), subject to receiving sufficient details and information from the Licensee to the satisfaction of the Licensor.
- 16 **Health and Safety:** The Licensee shall have regard to and comply with the Health & Safety rules and procedures for the Library.  
  
The Licensee shall be responsible for the Health & Safety of its staff, agents, visitors and any third parties to the Property on invitation from the Licensee.
- 17 **Licence Costs:** Each Party to bear their own costs incurred in granting this Licence.
- 18 **Rights of Third Parties:** A person who is not party to this Licence has no right under the Contract (Rights of Third parties) Act 1999 to enforce any term of this agreement but this does not affect any rights or remedy of a third party which exists or is available apart from this Act.

We hereby agree to the terms of the Licence.


Signed:

  
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For and on behalf of Licensee

Dated:

..... 20/4/18 .....

Signed:

  
.....  
For and on behalf of Hampshire County Council

Dated:

..... 2/5/18 .....