

Subject to Contract

Heads of Terms for a licence of accommodation at Manor Park Primary School, Knutsford

1. Licensor

Cheshire East Borough Council, Westfields, Middlewich Road, Sandbach, Cheshire, CW11 1HZ (the Council)

2. Licensee

3. Licensed Area

Premises coloured red on the attached plan located at the Manor Park Primary School, Knutsford

The licensor reserves the right to vary the licenced area by giving reasonable notice to the licensee.

4. Rights to be Granted to the Licensee

Vehicular and pedestrian access shown coloured brown on the attached plan with parking on a first come first served basis in the areas hatched black on the attached plan.

The Licensee can use the playground (highlighted in green) until 8.30 am or until the first pupil arrives on site if this is earlier than 8.30 am.

The Licensee can use the Toilets and Kitchen within the main building.

The Licensor reserves the right to vary these rights granted upon reasonable notice.

If access to the demised area for deliveries, repairs and or maintenance purposes is required outside of the permitted hours or outside of normal school opening hours, this will only be permitted upon prior approval from the school and the Licensor.

5. Licence Period

A Licence to run for a period of twenty four (24) months.

6. Commencement Date

1st June 2020

7. Licence Fee

£

There will be initial 3 month licence fee free period (term time only).

8. Fee Review

The fee will be reviewed annually.

9. Licensed Use

The use of the premises will be restricted to the running of a Before and After School Club between the hours of 7am to 8:45am and 3.20pm and 6.30pm on Monday to Friday term time only. Any use outside these permitted hours or days must be upon prior written approval from the school and the Licensor.

10. Repair and Maintenance

The Licensee will keep the internal areas of the licenced area in a good and tenable condition of cleanliness and safety.

The Licensee agrees to remedy any damage to the licenced area and any fixtures, equipment and fittings which is directly attributable to the Licensees occupation and use.

11. Insurance

The Council will be responsible for the buildings insurance under the existing block policy and this will only cover fire and storm damage. If the Licensee requires any additional insurance they will be responsible for the provision and cost.

The Licensee will be responsible for providing its own contents insurance.

12. Indemnity

The licensee is to insure with a reputable company all staff, visitors and pupils against all liability claims and all other claims arising as a result or in connection with any activity (authorised or not), or in connection with any breach or negligence.

The sum of insurance in terms of public liability shall be agreed with the County Insurance Services and will be adequate to cover any claims with all persons concerned who may be liable under the terms of this Licence.

13. Service Costs:

The service costs will be included within the fixed licence fee.

14. Statutory Requirements

The Licensee will undertake all suitable supervision of the children placed in their care to a standard acceptable to the school. They will comply with any legislation or local requirements relating to the provision of child care facilities including any standards that are laid down by the Council's Director of Children's and Young

People's Services. The Licensee will comply with all legislation and OFSTED requirements and recommendations.

The licensee shall:

- ensure that all individuals engaged in Regulated Activity are subject to a valid enhanced disclosure check for regulated activity undertaken through the Disclosure and Barring Service (DBS); and
- monitor the level and validity of checks under this clause for each member of staff;
- not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out Regulated Activity or who may otherwise present a risk to service users.

The licensee shall promptly notify the Council of any health and safety hazards, which may arise in connection with the performance of the agreement. The Council shall promptly notify the Supplier of any health and safety hazards that may exist or arise at the Premises and that may affect the Supplier in the performance of the agreement.

While on the Premises, the licensee shall comply with any health and safety measures implemented by the Council in respect of staff and other persons working on the Premises.

The licensee shall notify the Council immediately in the event of any incident occurring in the performance of the agreement on the Premises where that incident causes any personal injury or damage to property that could give rise to personal injury.

The licensee shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to staff and other persons working on the Premises in the performance of the agreement.

The licensee shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc. Act 1974) is made available to the Council on request.

15. Nuisance

The licensee shall not cause or allow any disturbance or nuisance to other users of the Primary School, the licensor, the licensor's agents or the general public.

16. Signs

The licensee will not erect any signs on the licensed area or any other area of the School in respect of this licensed area without the express permission of the

licensor.

17. Compensation

Upon determination of this licence no compensation will be payable to the licensee from the licensor whatsoever.

18. Termination

The Licensee and Licensor can terminate the licence upon 6 months prior written notice at any time.

The Licensor can terminate the licence upon 1 month's prior written notice in the event that the licensor or an agent of the licensor believes that the licensee is failing to comply with any term contained within the licence. Where such non compliance of any term is determined then the licensee will be given 28 days to put matters right.

19. Professional Fees

The licensee is responsible for their own professional fees and legal costs.

The licensee will pay a contribution to the licensors professional surveying fees £350 and legal costs up to an amount of £450, for compiling the licence.

20. Other Terms

The licence will be personal to the licensee and is not transferable to another person or party.

The licence will be subject to any additional terms deemed appropriate by the licensor's solicitors, such terms being agreed with the licensee.

This sets out the principle terms and conditions to be contained within the licence document which will be prepared by the Council and may contain such other clauses and conditions as are consistent with a licence and property of this nature.

I accept the licence on the aforementioned terms and acknowledge receipt of a copy of these terms and I agree to complete the licence referred to above within 1 month of receiving a copy for signature from the Council's Head of Legal Services.

Signed Date.....

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