

## APPENDIX A

1. The terms of the proposed licence are as follows: -

### **Heads of Terms for Licence to Occupy**

(without prejudice/subject to formal approval & contract)

Licensors:	Nottinghamshire County Council (NCC)
Licensee:	Beeston Community Resource Charitable Incorporated Organisation (BCRCIO)
Building:	Beeston Day Centre, 74 Middle Street, Beeston, as outlined on the attached Plan 1.
Licence Area:	<p>BCRCIO shall use the parts of the Building shown as hatched on the attached Plan 2.</p> <p>NCC shall use the parts of the Building shown as unshaded on the attached Plan 2.</p> <p>BCRCIO shall have joint use with NCC of the area shown as shaded on the attached Plan 2.</p>
Term:	1 <sup>st</sup> April 2015 and terminating on 31 <sup>st</sup> March 2016.
Licence Fee:	1 peppercorn (if demanded).
Use:	<p>BCRCIO shall use the Licence Area in accordance with the Service Level Agreement which shall be annexed.</p> <p>BCRCIO will have the exclusive right to manage the area as shown hatched on Plan 2, including the right to hire them out and retain the hire charges.</p> <p>Whilst the unshaded areas are used by NCC, BCRCIO will on being given reasonable notice make available a room within the hatched area for NCC staff meetings free of charge subject to prior commitments.</p>
Service Level Agreement:	NCC will enter into a Service Level Agreement with BCRCIO that will outline the conditions on which the Premises are to be used for the provision of Day Care Services. This will cover required quality levels, training requirements, health and safety issues etc., all of which must be in compliance with NCC's specified standards.
Exclusion & Security of Tenure:	(To be Agreed) Advance notice to be served on Licensee seeking confirmation that no rights of security of tenure will be acquired.
Termination:	The Licence shall be co-terminus with the Service Level Agreement in the event that it is terminated.
Repairs &	During the Term NCC will maintain and keep the Building in good

Maintenance:	external and internal repair and decoration.
Outgoings:	<p>During the Term, NCC will be responsible for all outgoings connected with the use of the Building, except for expenditure arising from the use of the Building by BCRCIO outside the current opening hours of 09.30 to 16.30 Monday to Friday.</p> <p>During the term BCRCIO will keep the garden tidy and control the growth of vegetation.</p>
Car parking:	Car parking will be shared between NCC and BCRCIO with a view to meeting as far as possible the reasonable requirements of both parties.
Costs:	Each party to be responsible for their own legal and surveyor's costs.