

Dated

2019

SITE ACCESS LICENCE

relating to

ALDER COMMUNITY HIGH SCHOOL
Mottram Old Rd, Hyde SK14 5NJ

between

TAMESIDE METROPOLITAN BOROUGH COUNCIL

and

PYRAMID SCHOOLS (TAMESIDE) LIMITED

and

ELITE SYSTEMS (GB) LTD

Sandra Stewart
Borough Solicitor
Tameside MBC
Tameside One
PO Box 317
Ashton-under-Lyne
OL6 0GS

THIS LICENCE is made the

day of

2019

PARTIES

- (1) **TAMESIDE METROPOLITAN BOROUGH COUNCIL** of Tameside One, PO Box 317, Ashton-under-Lyne OL6 0GS (**Licensor 1**);
- (2) **PYRAMID SCHOOLS (TAMESIDE) LIMITED** (company number 04317602) whose registered office is care of Albany Spc Services Limited, 3rd Floor, 3-5 Charlotte Street, Manchester M1 4HB (**Licensor 2**); and
- (3) **ELITE SYSTEMS (GB) LTD** (company number 02583744) whose registered office is at Elite Systems, Bedford Street, Westgate, Cleckheaton, West Yorkshire BD19 5EA (**Licensee**).

RECITALS

- (A) Licensor 1 owns the freehold to the Property.
- (B) Licensor 2 is interested in the Property through a PFI Contract made between (1) Tameside Metropolitan Borough Council and (2) Pyramid Schools (Tameside) Limited dated 19 June 2002.
- (C) Licensor 1 has requested Licensor 2 to deliver additional classrooms at the Property.
- (D) Licensor 2 has procured the Licensee to perform the works required to deliver the additional classrooms at the Property.
- (E) This license, given by Licensor 1 and Licensor 2 intends to grant the Licensee access to the Property for the purpose of carrying out the works.

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation set out in this clause apply in this Licence:

Licence Fee: the sum of £1.00 payable on completion of this Licence.

Licence Period: the period during which the Permitted Works are to be carried out and completed.

Licensor: means Licensor 1 and Licensor 2 or either of them as the context allows.

Method Statement: the method statement attached at Appendix 2.

Permitted Works: means the works described in Appendix 3 which are to be carried out in accordance with the Method Statement.

Permitted Works Site: means the part of the Property shown edged red on Plan 2.

Property: Alder Community High School, Mottram Old Rd, Hyde SK14 5NJ which is shown edged red on Plan 1.

Plan 1: the plan marked "Plan 1" which is attached at Appendix 1.

Plan 2: the plan marked "Plan 2" which is attached at Appendix 1.

Site Covenants: the covenants set out in Schedule 1.

- 1.2 References to “approval by the Licensor” or words to similar effect are references to written approval which may not be unreasonably withheld or delayed whether conditional or unconditional.
- 1.3 References to works being “completed” are references to them being completed to the reasonable satisfaction of the Licensor’s surveyors and certified to have been so completed, such certification not to be unreasonably withheld or delayed.
- 1.4 References to “statute” are references to any statute or statutory provision for the time being in force and any regulations, orders, byelaws or other subordinate legislation made under any such statute or statutory provision from time to time.
- 1.5 Unless expressly stated to the contrary, any reference to a specific statute includes any statutory extension or modification, amendment or re-enactment of that statute and any regulations or orders made under it, and any general reference to a statute includes any regulations or orders made under that statute.
- 1.6 If any party at any time comprises two or more persons, the obligations of that party are to be joint and several obligations of those persons.
- 1.7 Words importing one gender include all other genders, words importing the singular include the plural and vice versa and any reference to a person includes a reference to a company, authority, board, department or other body.
- 1.8 The clause headings do not form part of this Licence and are not to be taken into account for the purposes of its construction or interpretation.
- 1.9 Any covenant by the Licensee to do anything is to be construed as including a covenant by the Licensee’s servants agents and all persons authorised by the Licensee.
- 1.10 References to clauses and paragraphs without further designation are references to the clauses and paragraphs of this Licence so numbered and references to this Licence include references to the schedule to this Licence.
- 1.11 The clause and paragraph headings do not form part of this Licence and must not be taken into account for the purposes of its construction or interpretation.
- 1.12 The Appendices and Schedule form part of this Licence.

2. LICENCE

- 2.1 Subject to the Licensee paying the Licence Fee and to the terms set out below and to all rights of any person not a party to this Licence in or over the Property the Licensor grants to the Licensee consent to access, enter onto and remain upon the Permitted Works Site in order to carry out the Permitted Works.
- 2.2 Access to the Permitted Works Site shall be along such routes within the Property as the Licensor may from time to time designate.

3. LICENSEE’S COVENANTS

The Licensee covenants with the Licensor:

- 3.1 To pay the Licence fee to the Licensor.

- 3.2 Not to enter the Property until the Licensee agrees the arrangements for access to the Property with the Licensors.
- 3.3 During the Licence Period the Licensee must:
 - 3.3.1 keep all materials and equipment stored inside the Property;
 - 3.3.2 save for where these actions are needed for the proper carrying out of the Permitted Works, not cause any disturbance, annoyance nuisance or inconvenience, whether by noise, dust, vibration, the emission of smoke, fumes or effluvia, or otherwise, to the Licensors or to the owners or occupiers of any adjoining or neighbouring property of the Licensors, or any damage or disturbance to the structure of the Property or any adjoining or neighbouring property of the Licensors or any plant or machinery at the Property;
 - 3.3.3 ensure that as a direct result of the carrying out of the Permitted Works, the structure of the Property or any adjoining or neighbouring property of the Licensors is not rendered unsafe; and
 - 3.3.4 not infringe, interrupt or destroy any right, easement or privilege, or any service to or from adjoining or neighbouring property of the Licensors to or from the Property the existence of which has been notified to the Licensee prior to the date of this Licence.
- 3.4 The Licensee must insure and maintain such insurance in a sum of not less than twenty million pounds in respect of any one claim or series of claims arising out of one incident or event without limit in the number of claims against all liability actions, proceedings, costs, claims, demands and expenses whatever resulting from personal injury to or the death of any person, or any injury or damage to any real or personal property arising out of or in the course of or as a result of undertaking the Permitted Works at the Property or otherwise the rights granted to the Licensee in this Licence provided always that: (i) the Licensors take all reasonable steps to mitigate its loss; (ii) the Licensors shall not compromise or settle any actions, proceedings, claims or demands without the prior written consent of the Licensee (such consent not to be unreasonably withheld) and shall permit the Licensee to defend the same in the name of the Licensors at the Licensee's expense; and (iii) the Licensors shall as soon as practicable give written notice to the Licensee of all such actions, proceedings, claims and demands being threatened, brought made or lodged against the Licensors in respect of such matters.
- 3.5 To supply to the Licensors within five working days of demand satisfactory evidence of the insurance required pursuant to its obligations under this Licence and evidence of payment of the premium.
- 3.6 To pay to the Licensors within five working days of demand, and indemnify the Licensors against, any increased or extra premium payable for insurance of the Property or any adjoining or neighbouring property of the Licensors as a result of the Licensee's use of the Permitted Works Site or the Property.
- 3.7 To obtain at its own cost all statutory or other consents required in connection with the Permitted Works and promptly upon obtaining them to provide a copy of all such consents to the Licensors for approval.

- 3.8 To indemnify the Licenser against all liability, actions, proceedings, claims, demands, costs and expenses whatsoever, including without limitation those for personal injury to, or the death of, any person or any injury or damage to any real or personal property, however arising, whether directly or indirectly as a result of the exercise by the Licensee of the rights granted by this Licence, or any failure by the Licensee, to comply with the covenants and conditions contained in it.
- 3.9 On expiry or sooner determination of this License the Licensee must make good any damage caused to the Permitted Works Site or the Property or adjoining or neighbouring property of the Licenser to the reasonable satisfaction of the Licenser and leave the Permitted Works Site in a condition which is satisfactory to the Licenser acting reasonably.
- 3.10 To comply with the Site Covenants.

4. GENERAL

The Licenser and the Licensee agree that:

- 4.1 The Licenser does not warrant that the Permitted Works or any further works are lawfully permitted in accordance with statute
- 4.2 Approval of any consent required in accordance with statute or otherwise may be withheld by the Licenser on the grounds that anything contained in it, required or prohibited under or omitted from it, or its duration would or might in the reasonable opinion of the Licenser's surveyor adversely affect the Licenser's interest with regard to the Property or adjoining or neighbouring property of the Licenser whether financially or otherwise.
- 4.3 This Licence and any approval, consent, instruction, certification, supervision or works granted, given or carried out by or on behalf of the Licenser or Licensee under this Licence are granted, given or carried out without any liability on the part of the Licenser or his surveyors, agents or workmen or the Licensee or his surveyors, agents or workmen and imply no responsibility for the Permitted Works or their design, execution or existence nor do they imply, warrant or constitute any representation that it is lawful to execute the Permitted Works or limit or discharge any of the obligations of the Licensee under this Licence.
- 4.4 If the Licensee is in breach of any of its obligations under this Licence the Licenser may serve notice on the Licensee specifying the breach and if the breach is not remedied within 14 working days shall serve a notice on the Licensee requiring him to reinstate the Property to the Licenser's reasonable satisfaction and in default the Licenser may remedy the breach at the expense of the Licensee such expense to be reasonably and properly incurred.
- 4.5 This Licence is personal to the Licensee and may not be assigned or otherwise disposed of to any other person or body.
- 4.8 The Licensee must permit the Licenser and his surveyors, agents and workmen to enter the Permitted Works Site at all times and for all purposes, provided that the Licenser gives the Licensee prior written notice, except in the case of an emergency.
- 4.9 The Licenser may determine this Licence at any time.

- 4.10 A person who is not a party to this Licence shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Licence.
- 4.11 Any notice given pursuant to this Licence must be in writing and must be delivered by hand or, sent by pre-paid first class post, or registered post. A correctly addressed notice sent by pre-paid first class post will be deemed to have been delivered at the time at which it would have been delivered in the normal course of the post.
- 4.12 Each party is to pay its own costs in connection with the grant of this Licence.



Signed by _____ :-
Sandra Stewart, Borough Solicitor authorised signatory
On behalf of Licensor 1

Signed by _____ :-
On behalf of Licensor 2

Signed by _____ :-
On behalf of the Licensee

SCHEDULE

"Site Covenants"

The following:

- 1 Comply with any reasonable request of the Licensor made in writing by any properly authorised officer relating to the use of the Permitted Works Site or of the routes of access to the Permitted Works Site which are situated within the Property or any neighbouring property owned by the Licensor.
- 2 Not to block up or allow to be blocked up or otherwise obstructed any paths roads passages used to access the Property or the Permitted Works Site.
- 3 Ensure that the Permitted Works Site and adjacent area are kept free from litter dropped by the Licensee.
- 4 To take reasonable steps to ensure the ongoing safety of the public at large in and around the Permitted Works Site and the Property in the exercise of the rights granted by this Licence.
5. When the Permitted Works Site is not being used by the Licensee to take reasonable steps to secure the Permitted Works Site.

APPENDIX 1

Plan

APPENDIX 2

Method Statement

APPENDIX 3

Specification of Works