

Heads of Terms for licence to erect a compound on the Green, Paignton Seafront, Paignton, Devon

- 1. PARTIES**
- Licensor** Torbay Council of Town Hall, Castle Circus, Torquay TQ
- Licensee** Midas Construction Ltd
- Surveyor** TDA's surveyor acting on behalf of Torbay Council
- 2. LICENCE AREA** The Licence areas shall be as shown coloured red on the attached plan measuring a width of 17 metres from Esplanade road and a length of up to 22 metres hereinafter referred to as "the Land".
- 3. TERM** The term shall commence on an agreed date in January 2020 and expire after 74 weeks once the Council's Surveyor is satisfied that the yield up has been complied with.
- The Licensee shall not allow any equipment on site prior to the date of commencement.
- 4. LICENCE FEE** £28,900 for the duration of the licence payable in tranches of £10,155 on the signing of this licence, a further £10,155 on 1 July 2020 and a last payment of £8,590 due on 1st February 2021.
- 5. TERMINATION** This Licence may be terminated at any time by the Council in the event of a breach by the Licensee of any of the terms herein contained.
- 6. USE** The licensor may only use the land for its welfare and site office facilities in connection with their work at the Park Hotel site.
- 7. ACCESS** Access to the Land shall be permitted at all reasonable times. Any damage to areas outside the Land shall be made good at the Licensee's expense to the satisfaction of the Licensor's Surveyor.
- Any vehicular access required for delivery of equipment is to be from pier approach road. Pedestrian access for the normal use of the compound is to be from Esplanade Road.

8. WORKS

The Licensor consents to the Licensee exploratory works on the Land in order to carry out investigation to link up services.

The licensor may only remove 1 tree within the licensed area with the additional consent and satisfaction of the Council.

The licensor is required to move the existing dog waste bin within the land to an agreed position on the adjacent side of the pathway.

The Licensee shall be responsible for obtaining any other necessary consent's in respect of the use of the Land for this purpose.

The Licensee shall provide a full method statement to the Licensor of the proposed works prior to commencement of work.

The Licensee shall provide a full risk assessment to the Licensor in advance of commencement of the works.

The Licensee shall not permit anything to be done upon the Land which may cause damage, nuisance, danger or inconvenience to the Council or the owners or occupiers of any adjoining or neighbouring land.

The Licensee shall ensure the use does not obstruct public access on the adjacent land.

9. ADVERTISING AND BOARDING

The licensee will be responsible for erecting boarding around the compound security fencing and the Council requires this to be painted in a green colour approved by the Council's Surveyor. The Council reserves rights in full to be able to advertise on all of the hoarding area (excepting the licensee's legally required safety notices) during the whole course of the licence period

10. SECURITY AND SAFETY

When the site is not occupied, all materials/equipment of a portable nature shall be removed from the Land.

The Licensee will be responsible for keeping the Land in a safe condition and protecting the safety of all persons who may use the Land from time to time with or without the permission of the Licensee.

The Council will accept no responsibility for damage or contamination to the Land.

11. UTILITY CHECKS

The Licensee shall make all necessary utility service checks prior to commencing works and shall take responsibility for any damage caused during the works. Any business rates payable for the site will be the responsibility of the Licensee.

12. YIELDING UP

At expiry or sooner determination of the term (however the same may be determined) peaceably to yield up to the Council the Land in such state and condition as the Land was in before commencement of the works, including the re-instatement of the soil / grass, re-laying of paving, repair of any damage and cleaning of any contamination that may occur to the Land as a result of its use in connection with the consents granted under this Licence.

At expiry or sooner determination of the term (however the same may be determined), the Licensee shall remove all items that have been placed upon the Land by the Licensee.

On completion of reinstatement works the Licensee shall notify the Council so that the Council's Surveyor & Parks Officer may inspect the Land to check that the Licensee has complied with all of the covenants within this Licence.

This Licence will not be deemed terminated until the Council's Surveyor & Parks Officer is satisfied that all of the covenants within this Licence have been complied with.

13. INDEMNITY

The Licensee will indemnify the Council from and against all actions, proceedings, costs, claims, demands, damages and liability, including damage to property and injury to persons whether or not fatal arising from the grant of this Licence, other than injury or death

to persons attributable to negligence or wilful default on the part of the Council, its employees or agents.

This indemnity shall be underwritten by an appropriate policy of public liability insurance in the sum of at least £5,000,000 (Five Million Pounds) for any one incident but otherwise unlimited during the period of the policy.

14. SURVEYORS FEES

The Licensee shall pay the Council's Legal fees of £375(plus VAT) plus Surveyors fees and administration costs of £350(plus VAT)

I have read, understood and agree to the above terms and conditions. I am authorised to sign this Licence on behalf of the Licensee.

SIGNED.....DATED.....

PRINT NAME.....